

**SEMINOLE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA  
TUESDAY, MARCH 24, 2009  
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** – Recognizing Gary A. Heath for thirty-one plus years of dedication and commitment to Seminole County and its citizens upon his retirement on March 13, 2009.
2.     **Presentation** – A New Seminole County Business Neighbor – Westin Hotel Corp. presented by Mark Selasky and Steve Ragsdale of Westin Lake Mary.
3.     **Presentation** – School Infrastructure Funding presented by Dr. Bill Vogel, Superintendent, Seminole County Public Schools.
4.     **Presentation** – Florida Department of Health briefing on Wekiva Study Area presented by Gerald Briggs, Chief, Bureau of Onsite Sewage Program.

**Recess as the Board of County Commissioners and convene as the U.S. Highway 17-92 Community Redevelopment Agency.**

5.     **Earth Day EveryDay** - A funding proposal between the CRA and Earth Day EveryDay, and a Resolution implementing a Budget Amendment Request through the Community Redevelopment Fund in the amount of \$25,000.00. (John G. Metsopoulos)
6.     **LYNX Update Briefing** - Staff is seeking CRA affirmation of upgrades to service levels and investments along US 17-92 by LYNX. (John G. Metsopoulos)

**Adjourn as the U.S. Highway 17-92 Community Redevelopment Agency and reconvene as the Board of County Commissioners.**

## **Consent Agenda**

### **County Manager's Consent Agenda (Items No. 7 – 20)**

#### **County Manager's Office**

7. Approval by the Board of County Commissioners to reimburse mileage expenses for Commissioner Mike McLean's travel to Tallahassee to participate in the Senate meeting on SunRail, March 11, 2009. (Cindy Coto)

#### **Administrative Services**

##### ***Purchasing and Contracts***

8. Approve Work Order #10 for PS-2249-07/BHJ - Construction Engineering and Inspection Services (for construction projects less than \$1,000,000.00) in the amount of \$111,208.82 with PB Americas, Inc. of Tampa, Florida. (Ray Hooper)
9. Award RFP-600511-08/TLR - Sheriff's Office/Public Safety Building Access Control & CCTV System Replacement in the amount of \$356,257.20 (including equipment subject to Owner direct purchase) to SiteSecure, Inc., Sanford, FL. (Ray Hooper)

#### **Community Services**

##### ***Community Assistance***

10. Approve and authorize the Chairman to execute the Community Services Block Grant (CSBG) contract modification with an additional award amount of \$15,831.00 to the original contract award of \$230,521.00 for an amended contract award of \$246,352.00 granted by the State of Florida Department of Community Affairs. Approval of an additional \$3,166.00 cash match is required. (Shirley Davis-Boyce)

#### **Fiscal Services**

##### ***Administration – Fiscal Services***

11. Request approval to submit a grant application to the Florida Fish and Wildlife Commission requesting \$200,000.00 through their Florida Boating Improvement Program; approve and authorize the Chairman to execute a resolution in support of the project; and authorize the County Manager to execute other supporting documents as may be required. District 2 - McLean (Jennifer Bero, Bryan Nipe)
12. Request approval to submit a grant application to the Florida Division of Emergency Management requesting up to \$315,000 through their Hazard Mitigation Grant Program to protect Fire Stations; approve and authorize the Chairman to execute a resolution in support of the project and authorizing the County Manager to execute other supporting documents for making the grant application. (Jennifer Bero, Chief Leeanna Raw)
13. Approve and authorize the Chairman to execute a grant agreement with the US Department of Housing and Urban Development in acceptance of \$7,019,514 .00 through their Neighborhood Stabilization Program. (Jennifer Bero, Michele Saunders)



***Budget***

14. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-29 through the Neighborhood Stabilization Grant Fund in the amount of \$7,019,514.00 to increase funding for the Neighborhood Stabilization Grant program. (Lin Polk)
15. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-34 through the Community Services Block Grant Fund in the amount of \$15,831.00 to increase funding for the Community Services Block Grant program. (Lin Polk)
16. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-38 through the Water and Sewer Fund in the amount of \$12,746,276.00 to establish the Operating Project budget for Capital Improvement Program Management Services related to the currently funded portion of the capital improvement program. (Lin Polk)
17. Approve and authorize the Chairman to execute Budget Change Request # 09-06 through the Water & Sewer Operating Fund in the amount of \$186,250.00 to increase funding for the Water Quality Plant Upgrades Project. (Lin Polk)

**Planning and Development**

***Planning***

18. Approve the Release of Lien in the amount of \$8,500.00, Case No. 08-103-CEB, on 2155 Van Arsdale Street, Oviedo, Tax Parcel # 25-20-31-5BA-0000-4190, owned by Dohitee Ramsanahi, and authorize the Chairman to execute a Release of Lien. District 2 - McLean (Tina Williamson)

**Public Works**

***Engineering***

19. Approve and authorize the Chairman to execute a Resolution accepting a Quit Claim Deed (City of Sanford to Seminole County) for property needed for the Country Club Road Improvement Project. District 5 – Carey (Jerry McCollum)
20. Approve and authorize the Chairman to execute two Purchase Agreements (Shui Hong Kwong and Jeannie Hock Schiff) for property needed in conjunction with improvements to the Howell Creek Water Control Structure west of Lake Howell Road. District 4 - Henley (Jerry McCollum)

**County Attorney's Consent Agenda (Item No. 21)**  
**County Attorney's Office**

***Litigation***

21. **Waddle Property** - Approve negotiated settlement relating to Parcel Number 111 on the County Road 15 road improvement project in the amount of \$22,000.00 for the appraiser's fee. Judge Dickey. District 5 - Carey (Robert A. McMillan)

**Constitutional Officers Consent Agenda (Item No. 22 - 25)  
Clerk's Office (Maryanne Morse, Clerk of the Court)**

22. Approval of Expenditure Approval Lists dated February 23 and March 2, 2009; approval of Payroll Approval List dated March 5, 2009; approval of BCC Minutes dated February 24, 2009; and Clerk's "Received and Filed" – for information only. (Dave Godwin)

**Sheriff's Office (Donald Eslinger, Sheriff)**

23. **Law Enforcement Trust Fund** - Approval by the Board of County Commissioners to contribute \$500.00 from the Law Enforcement Trust Fund to provide funding in support of Meals on Wheels. (Penny Fleming)
24. **Law Enforcement Trust Fund** - Approval by the Board of County Commissioners to contribute \$2,000.00 from the Law Enforcement Trust Fund to The Central Florida Freedom School operated by Free to be Me, Inc. (Penny Fleming)
25. **Law Enforcement Trust Fund** - Approval by the Board of County Commissioners to contribute \$2,000.00 from the Law Enforcement Trust Fund to provide funding in support of the Rising Achievers Program sponsored by the Rotary Club of Seminole County South. (Penny Fleming)

**Regular Agenda**

26. **Douglas Grand at Lake Mary Final Master Plan** - For the Douglas Grand at Lake Mary PUD, consisting of approximately 26.8 acres located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street. (Douglas Hoeksema) District 5 - Carey (Ian Sikonia)
27. **Design of Jetta Point Park** - BCC direction of relating to the final design of Jetta Point Point: A) Affirmation that Base Plan (Plan A) is to be utilized to finalize the design documents. B) Identification of alternates to be included in design document to be bid as additive alternates and; c) Approval to increase agreement with PBS&J relating to design costs and scope associated with bid alternates as identified by the BCC. Provide direction as to whether the base plan (shown as plan A) should be used to finalize the design documents, and which, if any, of the alternates should be designed additionally, to be bid as additive alternates. District 2 – McLean (Frank Raymond)
28. **Presentation of Results of the Preliminary Stormwater Funding Study** – Staff is seeking Board direction regarding approval to move forward with Phase II of the Stormwater Utility Funding Program. (Kim Ornberg)

**County Manager's Briefing**

29. **Presentation by AHAC Regarding Priority Recommendations** - Consider the recommendations of the Affordable Housing Advisory Committee (AHAC) for adoption by March 31, 2009 as County policy to lower the cost and/or enhance the development of affordable housing for lower income households. (Buddy Balagia)

30. **Informational Budget Amendment Status Report FY 2008/09** - For the Period Ending February 28, 2009. (Lin Polk)

## **Legislative Update**

31. Brief the Board of County Commissioners on legislative activities. (Sabrina O'Bryan)

- **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:**

32. **Revisions to Seminole County Code Chapter 40** – An ordinance amending Chapter 40 Sections 40.2,40.20,40.22 and 40.24 Seminole County Code. (Tom Helle)
33. **Hickman Circle Rezone** - From M-1A (Very Light Industrial) to M-1 (Industrial) for approximately 7.55 acres, located approximately 1 mile north from the intersection of W SR 46 and Hickman Drive. (Renzulli Properties LLC / David Rodd, McKee Construction) District 5 - Carey (Joy Williams)
34. **Maitland - Bear Lake Plaza Small Scale Land Use Amendment** - From LDR (Low Density Residential) to COM (Commercial), a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development), and a Memorandum of Understanding for approximately 0.94 acres, located at the northwest corner of Bear Lake Road and Maitland Boulevard. (Bryan Potts) District 3 - Van Der Weide (Austin Watkins)
35. **ETOR PUD Major Amendment** – To the ETOR PUD and Addendum #4 to the ETOR PUD Developer's Commitment Agreement, containing approximately 2.75 acres, located at the northwest corner of the intersection of S. Sun Drive and Greenwood Lakes Boulevard. (Robert Horian) District 4 - Henley (Austin Watkins)
36. **S. Econ Circle PCD Rezone** - From M-1A (Very Light Industrial) to PCD (Planned Commercial Development) on approximately 3.9 acres, located 400 feet south of the intersection of Econ River Place and S. Econ Circle. (Roger Owen) District 1 - Dallari (Ian Sikonia)

37. **Land Exchange** - Seminole County/Emory Green and Gladys E. Green - An Agreement for Exchange of Land and Property Rights, County Deed for the vacant 0.13 acre lot, Parcel # 33-19-31-300-1000-0000 in exchange for a vacant 0.10 acre lot, Parcel 32-19-31-513-0000-2740, owned by Emory Green and Gladys E. Green. This agreement includes a deed for that portion of Parcel # 33-19-31-300-0990-0000 which is the encroached upon property owned by Emory and Eddie Green. District 5 – Carey (Meloney Lung)

## **Chairman's Report**

## **District Commissioner's/Committee Reports – 3, 4, 5, 1 and 2**

## **County Attorney's Report**

## **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.



RESOLUTION NO. 2009-R-\_\_\_\_\_

**THE FOLLOWING RESOLUTION WAS ADOPTED AT  
THE REGULAR MEETING OF THE BOARD OF  
COUNTY COMMISSIONERS OF SEMINOLE COUNTY,  
FLORIDA ON THE 24<sup>TH</sup> DAY OF MARCH, A.D., 2009**

**WHEREAS, Gary A. Heath**, a Team Member in the Solid Waste Management Division of the Environmental Services Department, began his employment with Seminole County on May 5, 1977; and

**WHEREAS, Gary A. Heath** will retire effective March 13, 2009, after thirty-one (31) years, and ten (10) months of employment with Seminole County; and

**WHEREAS**, the Board of County Commissioners of Seminole County wishes to express its appreciation to **Gary A. Heath** on behalf of the staff and citizens of Seminole County for dedicated service.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners acknowledges with appreciation the service provided to Seminole County by **Gary A. Heath** and commends him for his dedication and commitment to the job.

**BE IT FURTHER RESOLVED** that this Retirement Resolution be presented to **Gary A. Heath**, along with our sincere best wishes in his retirement, and a copy be spread upon the official Minutes of the Board of County Commissioners.

**ADOPTED** this 24<sup>th</sup> day of March, A.D., 2009

**ATTEST:**

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

\_\_\_\_\_  
Bob Dallari, Chairman  
Board of County Commissioners



## PRESENTATION

A New Seminole County Business Neighbor  
Westin Hotel Corp.

Presented by:

Mark Selasky and Steve Ragsdale





# PRESENTATION

## School Infrastructure Funding

Presented by:  
Dr. Bill Vogel, Superintendent  
Seminole County Public Schools



## PRESENTATION

### Florida Department of Health Briefing on Wekiva Study Area

Presented by:

Gerald Briggs, Chief  
Bureau of Onsite Sewage Programs



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Earth Day EveryDay Fair

**DEPARTMENT:** Planning and Development      **DIVISION:** Community Redevelopment Agency

**AUTHORIZED BY:** Dori DeBord

**CONTACT:** John G. Metsopoulos

**EXT:** 7133

**MOTION/RECOMMENDATION:**

1. Approve and authorize the Chairman to execute the funding proposal between the CRA and Earth Day EveryDay; and authorize the Chairman to execute a resolution implementing a Budget Amendment Request through the Community Redevelopment Fund in the amount of \$25,000; or
2. Deny the US 17-92 CRA Redevelopment Grant Agreement between the CRA and Earth Day EveryDay; or
3. Continue to a time and date certain.

County-wide

John G. Metsopoulos

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**BACKGROUND:**

Keep Seminole Beautiful and Home Builders of America (HBA) are organizing Earth Day EveryDay, a fair promoting environmental awareness and redevelopment within the US 17-92 CRA. The event is scheduled for April 25, 2009 at the 18<sup>th</sup> Street Park, located on US 17-92 in the City of Sanford.

Keep Seminole Beautiful and the HBA are requesting that the US 17-92 CRA underwrite the cost of the event not to exceed \$25,000. Profits from the event will go to Keep Seminole Beautiful, a non- profit organization dedicated to preserving the unique natural beauty of Seminole County.

The event has been approved by the Sanford City Commission. The Commission has committed \$3,300 towards the event to promote recycling within the City of Sanford as well as covering the cost of police and fire protection that will be needed for the event. Its organizers envision that the event will occur annually, with the location rotating between the five member governments of the US 17-92 and the Casselberry CRA's.

Serving as educators and exhibitors, participants in the event will showcase green architects, builders and suppliers as well as green companies such as Blue Earth Solutions, Recycle Bank, Waste Management, Lynx and Sanford Zoological Gardens. It is currently anticipated that well over 100 vendors will be participating in the event.

There will be entertainment, food, organic wines and micro brewed beers. The local food vendors will be selling locally grown organic, environmentally conscious foods, fruits and

vegetables. The event organizers have partnered with the surrounding neighborhoods to conduct Garden Tours which will be showcasing low maintenance, drought tolerant native plants, trees and shrubs.

The Earth Day EveryDay Event meets the goals and objectives of the US 17-92 CRA by:

- Marketing the corridor in accordance with an objective set by the RPA at the December meeting.
- Promoting Green Development, an objective of the SEED Program.
- Promoting environmental clean-up, restoration and protection of the corridor.
- Supporting Mass Transit along the corridor.
- Encouraging private sector investment within the corridor.
- Encouraging in-fill development to reduce urban sprawl.

This item was approved unanimously by the RPA members at the February 19, 2009 meeting.

#### **STAFF RECOMMENDATION:**

Staff recommends that the CRA Board approve and authorize the Chairman to execute the funding proposal between the CRA and Earth Day EveryDay; and authorize the Chairman to execute a resolution implementing a Budget Amendment Request through the Community Redevelopment Fund in the amount of \$25,000.00.

#### **ATTACHMENTS:**

1. Request from Keep Seminole Beautiful
2. Maps and Aerials
3. Minutes
4. BAR 09-35 - Earth Day EveryDay

#### **Additionally Reviewed By:**

- ☒ Budget Review ( Betty Newton, Lisa Spriggs )
- ☒ County Attorney Review ( Ann Colby )



**5703 RED BUG LAKE RD. # 248  
WINTER SPRINGS, FL 32708  
407-234-7283**

**[KeepSeminoleBeautiful.org](http://KeepSeminoleBeautiful.org)**

John G. Metsopoulos  
US 17-92 CRA  
Program Manager  
1101 East First Street, Suite 2151  
Sanford, FL. 32771

Friday, March 13, 2009

Good Morning Mr. Metsopoulos,

Keep Seminole Beautiful, Inc. and the Home Builders of America (HBA) are organizing Earth Day EveryDay, a fair promoting environmental awareness and redevelopment within the US 17-92 CRA. The event is scheduled for April 25, 2009 at the 18th Street Park, located on US 17-92 in the City of Sanford.

The event has been approved by the Sanford City Commission. The Commission has committed \$3000 towards the event to promote recycling within the City of Sanford. Its organizers envision that the event will occur annually with the location rotating between the five member governments of the US 17-92 and the Casselberry CRA's.

Serving as educators and exhibitors, participants in the event will showcase green architects, builders and suppliers as well as green companies such as Blue Earth Solutions, Recycle Bank, Waste Management, Lynx and Sanford Zoological Gardens. It is currently anticipated that well over 100 vendors will be participating in the event.

There will be entertainment, food, organic wines and micro brewed beers. The local food vendors will be selling locally grown organic, environmentally conscious foods, fruits and vegetables. The event organizers have partnered with the surrounding neighborhoods to conduct Garden Tours which will be showcasing low maintenance, drought tolerant native plants, trees and shrubs.

We would like the US 17 - 92 CRA to fund the following items:

**Keep Seminole Beautiful** is a non-profit educational organization dedicated to engaging individuals to take greater responsibility for improving their local communities built & natural environments.



Item	Cost
Advertising	
Radio/TV	\$3,800
Print Media	\$1,500
Bio-Degradable banner (6x30)	\$1,500
Bio-Degradable banner (2x30)	\$900
Marketing material	
Garden Tour Programs	
Fliers, posters, sponsorship packets, etc.	\$1,800
Entertainment	
Professional musicians	\$2,700
MC	\$500
UCF guitarist	\$150
Face painters, stilt walkers, jugglers, etc.	\$1,000
Schools and organizations	N/C
Volunteers	
Green T Shirts	\$500
Kid's rental games and rides	\$2,600
Wooden train and other	
Vendor & Misc.	
Food vendor organizer	N/C
City fees	\$3,200
Kids, Area (barricadess & rope)	N/C
Signs	\$500
Generators	\$450
Staging	N/C
Sound equipment	\$800
Food tickets and VIP passes	\$100
Recycle bins with logos	\$5,000
Communications	\$300
Insurance	\$1,000
Grand Total	\$28,300
City of Sanford	-\$3,300
Funding request	\$25,000

Thank you,

  
Michael Barr  
Executive Director

**Keep Seminole Beautiful** is a non-profit educational organization dedicated to engaging individuals to take greater responsibility for improving their local communities built & natural environments.







# MINUTES OF THE REDEVELOPMENT PLANNING AGENCY MEETING

February 19, 2009

8:30 a.m.

## **Present:**

Commissioner Bob Dallari	Seminole County BCC
Commissioner Jo Ann Lucarelli	City of Lake Mary
Commissioner Sandra Solomon	City of Casselberry
Commissioner Randy Jones	City of Sanford
Commissioner Sally Mc Ginnis	City of Winter Springs
John Metsopoulos	CRA Program Manager
Dori DeBord	Seminole County Planning Director
Alison Stettner	Seminole County Planning Manager
Larry Poliner	Seminole County
Lori Meeks	Seminole County
Patty Johnson	Seminole County
Mike Barr	Keep Seminole Beautiful
Kristie Ryan	Keep Seminole Beautiful
Francoise Ager	Keep Seminole Beautiful
John Omana	City of Lake Mary
Terry Winn	Seminole County Fire Dept.

Meeting was called to order by Commissioner Dallari.

## **Approval of Minutes**

Commissioner Sandra Solomon made a motion to approve the minutes.

Commissioner Sally McGinnis seconded the motion.

## **Action Item #1 – Earth Day Fair**

John Metsopoulos stated they were hoping Earth Day would be an annual event changing locations up and down the 17-92 corridor. He further stated the fair would promote environmental awareness and redevelopment within the 17-92 CRA. He then stated there would be anywhere from 150 to 200 vendors participating in the event. He also stated there would be entertainment, food, organic wines and micro brewed beers, and that the local food vendors would be selling locally grown organic, environmentally conscious foods, fruits and vegetables. He lastly stated Keep Seminole Beautiful and the HBA were requesting that the US 17-92 CRA underwrite the cost of the event.

Commissioner Sally McGinnis made a motion to approve the budget as presented not to exceed 25,000.00.

Commissioner Randy Jones seconded the motion.

The motion passed by unanimous consent (5-0).

## **Action Item #2 -- Compliance with the October 1, 1998 Interlocal Agreement**

Dori DeBord stated in reviewing the Agreement there appeared to be two requirements in the By-Laws that she wanted to bring to the Board's attention; one being they were required to have a quarterly evening meeting and the other being they were required to have an election for Chair and Vice Chair. She further stated staff proposed March 12, 2009 as the date for the 7:00 P.M. meeting but they were still looking for a place to hold the meeting. She stated staff would notify the Board as soon as they secured a place. She also stated at the March 12 meeting the RPA would have an annual election of officers.

Commissioner Dallari stated that after the March 12 meeting the Board may not have another meeting until the next quarterly meeting because if they didn't have anything going on there was no reason to meet monthly. He further stated that staff would send out updates to all of the RPA members.

The Board unanimously agreed to the 7:00 P.M. March 12, 2009 meeting.

## **Staff Reports**

### **a. Informational – Client Tracking Form**

John Metsopoulos stated at the December 18, 2009 RPA meeting it was agreed that staff would keep a log outlining the number of clients the CRA served on a monthly basis. He further stated the Client Log for the month of January was attached for the Board's review.

### **b. Informational – CRA Unallocated Fund Reserves**

John Metsopoulos stated in order to comply with the Florida Statutes the CRA was not allowed to have unallocated funds all the monies have to be

attached to operating expenses, specific long and short term projects, and studies.

Dori DeBord stated staff was in the process of developing the CRA Budget and they would be bringing it to the Board in March. She further stated the draft would show where the funds would be going.

c. Informational – 417 & US 17-92 Fencing Project

Alison Stettner stated staff received a proposal from the Florida Department of Transportation for the replacement fencing located at the SR 417 and US 17-92 interchange. She further stated attached was the cost estimate.

The RPA Board decided to wait before making a decision with the cost being \$100,052.00.

Alison Stettner stated one option would be to get an estimate for fencing the frontage of 17-92. She further stated staff would explore other options and report back to the Board.

d. Informational – Lynx Update

Jeff Reine did a presentation on Transit Signal Priority. He further stated the Transit Signal Priority provides for a traffic signal controller to react to the presence of an approaching bus and gives the bus passage through the intersection with less delay than would otherwise occur. He then stated the rationale for providing TSP is to improve bus schedule adherence, reduce bus operating costs and speed up bus run times, as a result reducing end of line layovers. He also stated Transit Signal Priority is only needed when the bus is running late. He proceeded to give the Board an update on the Super Stops stating they were in the process of restructuring the routing of the super stops with the commuter rail stops and he would give the Board an update at the next meeting.

e. Calendar for 2009

Dori DeBord stated the next meeting would be March 12, 2009 at 7:00 P.M.

2008-R-

**BUDGET AMENDMENT REQUEST**

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**Department: **Planning and Development**

Fund(s): US 17-92 Redevelopment Fund

PURPOSE: To appropriate funding for a US 17-92 CRA Redevelopment Grant agreement between the CRA and Earth Day EveryDay not to exceed \$25,000. Profits from the fair event, promoting environmental awareness and redevelopment within the US 17-92 CRA, will go to keep Seminole Beautiful, a non-profit organization dedicated to preserving the unique natural beauty of Seminole County.

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
13300.999987.599998		Reserves for Contingency	25,000
Total Sources			<b>\$ 25,000</b>

**Uses:**

Account Number	Project #	Account Title	Amount
13300.011102.580821		Aid to Private Organizations	25,000
Total Uses			<b>\$ 25,000</b>

**BUDGET AMENDMENT RESOLUTION**

This Resolution, 2008-R-\_\_\_\_\_ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida \_\_\_\_\_ as reflected in the minutes of said meeting.

Attest:

\_\_\_\_\_  
 Maryanne Morse, Clerk to the  
 Board of County Commissioners

By: \_\_\_\_\_  
 Bob Dallari  
 Chairman

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

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

Entered by County Finance Department

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

**FS Recommendation**

Betty B. Newton	3/04/09
Analyst	Date
Budget Manager	Date
Director	Date
09-35	
BAR	



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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM****SUBJECT:** LYNX Update Briefing**DEPARTMENT:** Planning and Development      **DIVISION:** Community Redevelopment Agency**AUTHORIZED BY:** Dori DeBord**CONTACT:** John Metsopoulos**EXT:** 7133**MOTION/RECOMMENDATION:**

Staff is seeking CRA affirmation of upgrades to service levels and investments along US 17-92 by LYNX.

County-wide

John Metsopoulos

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**BACKGROUND:**

This is an update by LYNX to the CRA Board on proposed upgrades to service levels and proposed capital investments along the US Highway 17-92 corridor. LYNX has been working with the RPA Board in identifying future service level demand and infrastructure requirements along the 17-92 corridor, formulating and implementing a plan to meet these needs. This briefing will focus on the following:

- Increased bus headways
- Installation and maintenance of bus shelters
- Design work for a Super Stop located at the former Service Merchandise

**STAFF RECOMMENDATION:**

None required, briefing session

**ATTACHMENTS:**

1. Lynx Presentation Section 1
2. Lynx Presentation Section 2
3. Lynx Presentation Section 3
4. Lynx Presentation Section 4
5. Lynx Presentation Section 5

**Additionally Reviewed By:**☒ County Attorney Review ( Ann Colby )



# Seminole County 17-92 CRA Proposed Improvements FY 2009 and Beyond





# Current Bus Service

- The following routes within the existing LYNX system currently utilize the US 17-92 in some fashion to provide service within the county
- LINK 103, LINK 102, LINK 45, LINK 46, LINK 41, LINK 34
- LINK 103 and LINK 102 are entirely dedicated to the 17-92 corridor
- The rest of the LINKS use 17-92 as an access point to other roads (i.e. SR 436, SR 46 and Lake Mary Boulevard)





# Existing Capital Amenities Located within the corridor

## SIGNAL OUTDOOR ADVERTISING SHELTER

- Direct contract
- Revenue
- Shelter locations





# Existing Capital Amenities Located within the corridor

LYNX



- Casselberry
- Longwood
- Wal-mart





# Proposed Improvements

- Remove existing 10 x 10 shelters that are currently located at existing bus bays. These shelters can be refurbished and used elsewhere within the system.
- LYNX is able to fund capital improvements as this comes from federal funds that must specifically be used for capital projects
- Replace 10 x 10 shelters with new LYNX style 6 x 13 shelter





- New shelters will look like the shelter below without the specific scroll work and will also have a bench associated with them





## Sanford Sites

Stop #	Passenger Count	ROW Available	Comments	Ranking	Jurisdiction
3356	56	12'		P1	Sanford
3333	13	n/a	curb cuts	n/a	Sanford
3357	8	10'		P2	Sanford
3332	4	10'		P2	Sanford
3358	2	10'		P2	Sanford

Stop 3356 proposed for first phase of installations



Sanford Sites

Stop #	Passenger	ROW	Comments	Ranking	Jurisdiction
	Count	Available			
3331	1	n/a	curb cuts	n/a	Sanford
3359	7	10'		P2	Sanford
3330	4	10'		P2	Sanford
3360	6	12'		P2	Sanford





# Sanford Sites

Stop #	Passenger Count	ROW Available	Comments	Ranking	Jurisdiction
3361	9	10'		P2	Sanford
3328	6	10'		P2	Sanford
3362	3	10'		P2	Sanford
3327	2	10'		P2	Sanford



## Sanford Sites

Stop #	Passenger Count	ROW Available	Comments	Ranking	Jurisdiction
3363	8	10'		P2	Sanford
3326	9	10'		P2	Sanford
2150	16	10'		P1	Sanford
2370	4	10'		P2	Sanford





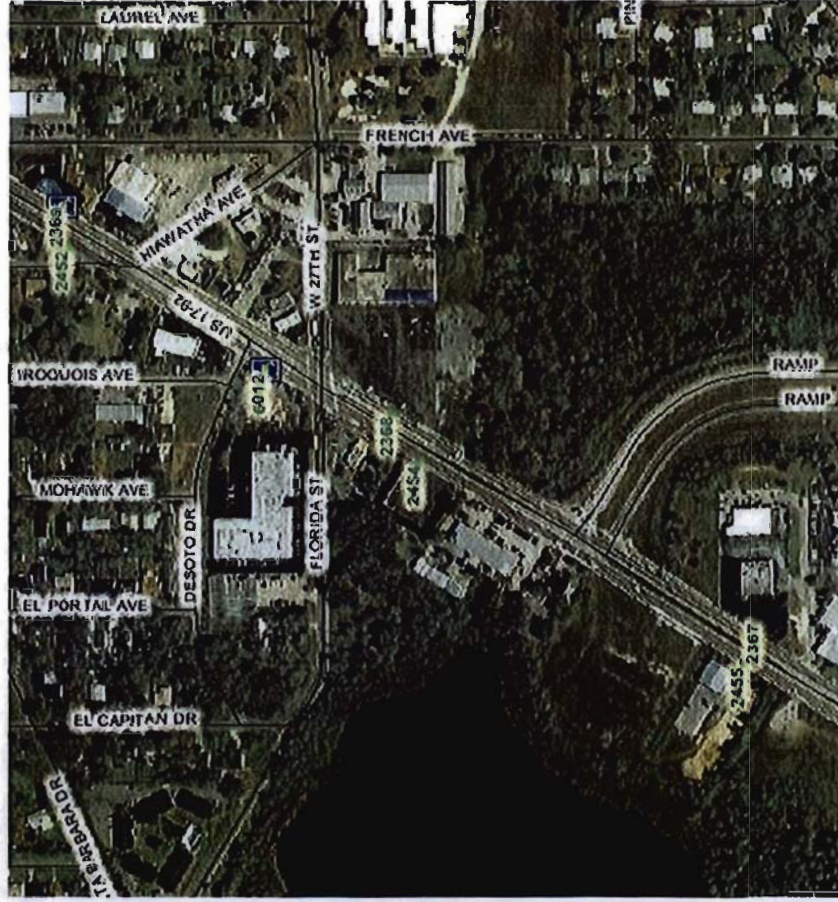
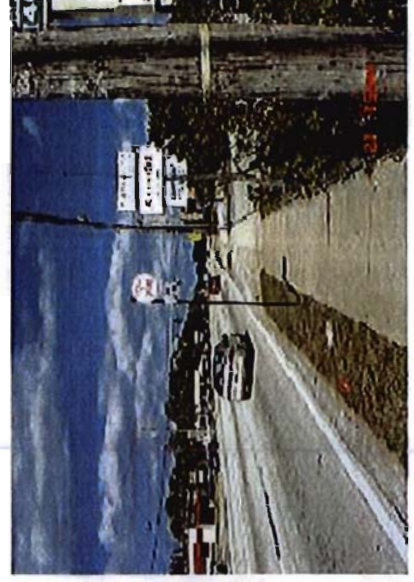
## Sanford Sites

Stop #	Passenger Count	ROW Available	Comments	Ranking	Jurisdiction
2452	3	0	Not enough ROW	n/a	Sanford
2369	3	0	Not enough ROW	n/a	Sanford
6012	11	11'		P1	Sanford
2454	8	10'		P2	Sanford
2368	10	10'		P1	Sanford
2455	2	10'		P2	Sanford
2367	2	10'		P2	Sanford

Stop 6012



Stop 2368



# Sanford Sites

Stop #	Passenger Count	ROW Available	Comments	Ranking	Jurisdiction
2456	2	5	Not enough ROW	n/a	Sanford
2366	3	10'		P2	Sanford
2365	6	0	site constraints	n/a	Sanford
2457	6		not enough ROW/no curb	n/a	Sanford





# Sanford Sites

Stop #	Passenger Count	ROW Available	Comments	Ranking	Jurisdiction
2364	3	0	open drainage	n/a	Sanford
2362	2	0	not enough ROW	n/a	Sanford
2458	1	0	open drainage	n/a	Sanford
2363	3	0	open drainage	n/a	Sanford



# Unincorporated Seminole County Sites

Stop #	Passenger Count	ROW Available	Comments	Ranking	Jurisdiction
2165	6	10'		P2	County
2166	2	10'	at bus pullout bay	P1	County
7315	4		at bus pullout bay/has ad shelter	n/a	County
2167	11		at bus pullout bay	P1	County

Stop 2166



Stop 2167





# Unincorporated Seminole County Sites

Stop #	Passenger Count	ROW Available	Comments	Ranking	Jurisdiction
2136	9		at bus pullout bay	P1	County
2168	6		at bus pullout bay	P1	County

Stop 2136



Stop 2168





Longwood Sites

Stop #	Passenger Count	ROW Available	Comments	Ranking	Jurisdiction
2169	22		at bus pullout bay	P1	Longwood
2135	31		at bus pullout bay	P1	Longwood

Stop 2169



Stop 2135





## Longwood Sites

Stop #	Passenger Count	ROW Available	Comments	Ranking	Jurisdiction
2170	56	10'		P1	Longwood
2134	9	0'	slope precludes shelter installation	n/a	
2171	9	10'		P2	Longwood

Stop 2170



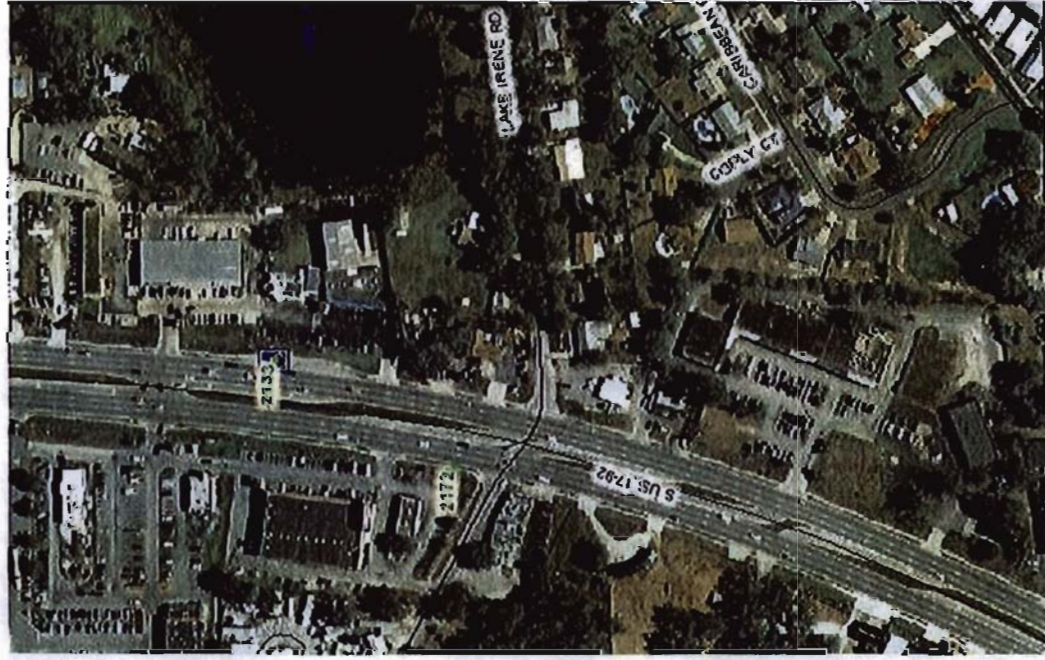
# Longwood Sites

Stop #	Passenger Count	ROW Available	Comments	Ranking	Jurisdiction
2133	19		at bus pullout bay	P1	Longwood
2172	15	10+		P1	Longwood

Stop 2172



Stop 2133





## Longwood Sites

Stop #	Passenger Count	ROW Available	Comments	Ranking	Jurisdiction
2173	7		excessive curb cuts, drainage inlet	n/a	Longwood
2132	4		at bus pullout bay	P1	Longwood



Stop 2132



Longwood Sites

Stop #	Passenger Count	ROW Available	Comments	Ranking	Jurisdiction
2131	5	0	slope and bridge precludes shelter install	n/a	Longwood





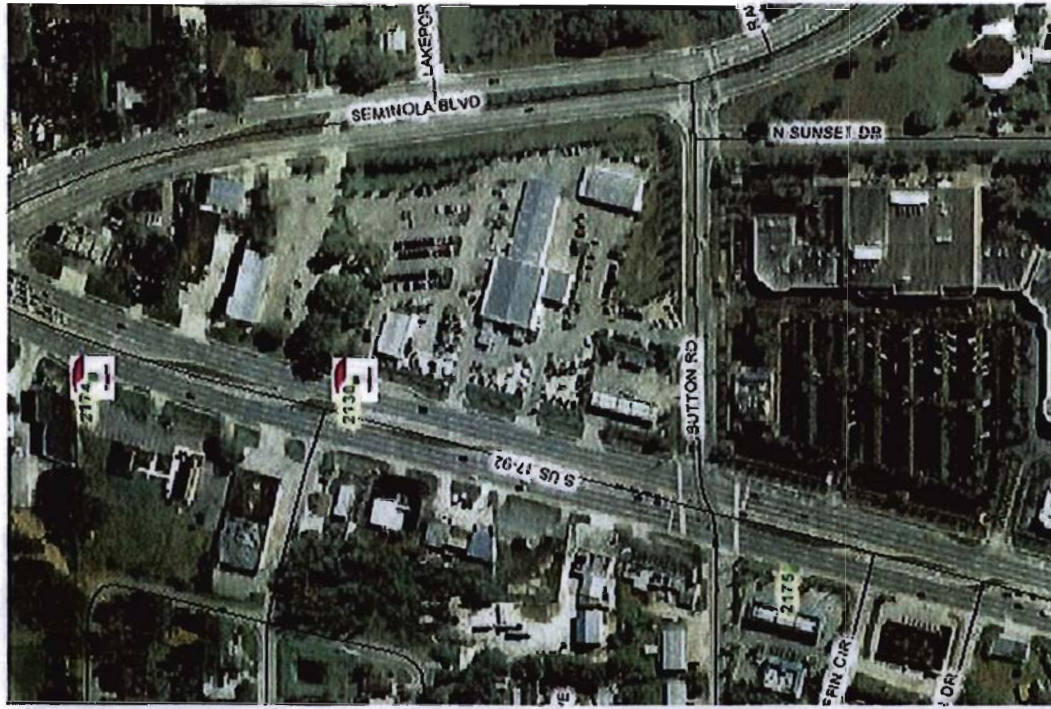
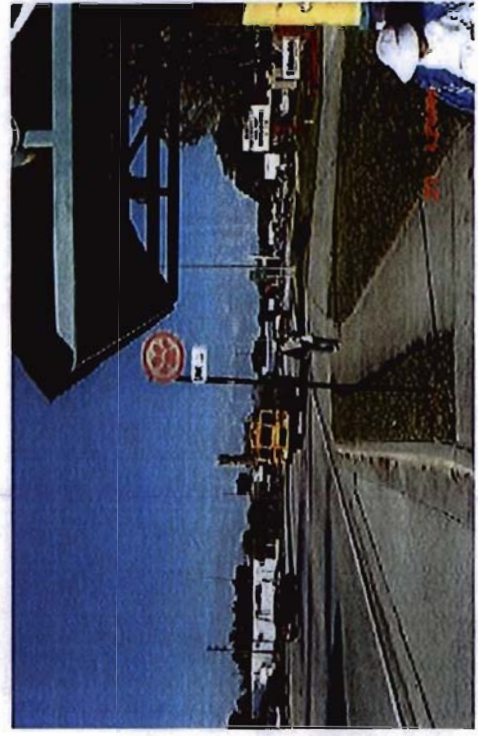
# Casselberry Stops

Stop #	Passenger Count	ROW Available	Comments	Ranking	Jurisdiction
2174	28		at bus pullout bay	P1	Casselberry
2130	22		at bus pullout bay	P1	Casselberry
2175	20	0	not enough row	n/a	Casselberry

Stop 2174



Stop 2130





# Casselberry Stops

Stop #	Passenger Count	ROW Available	Comments	Ranking	Jurisdiction
2176	8	0	slope precludes shelter installation	n/a	Casselberry
2129	7		at bus pullout bay	P1	Casselberry
2128	5	10' +		P2	Casselberry
2177	12	10'		P1	Casselberry

Stop 2177



Stop 2129



## Casselberry Locations

Stop #	Passenger Count	ROW Available	Comments	Ranking	Jurisdiction
2127	4	0	wall precludes installation	n/a	Casselberry
2178	4	10'		P2	Casselberry
2126	3	10'		P2	Casselberry
7162	10	10'+	Hold off---intersection improvements Walmart	P1	Casselberry
2125	16	10'+	Hold off---intersection improvements Walmart	P1	Casselberry





## Fern Park Sites

Stop #	Passenger Count	ROW Available	Comments	Ranking	Jurisdiction
2179	14	10+		P1	County
2180	12		at bus pullout bay	P1	County
2119	7		at bus pullout bay	P1	County

Stop 2179



Stop 2180



Stop 2119



Note that Stop 2120 is on Lake of the Woods, not on US 17-92



## Fern Park Sites

Stop #	Passenger Count	ROW Available	Comments	Ranking	Jurisdiction
2181	4		at bus pullout bay	P1	County
2118	1		at bus pullout bay	P1	County
2117	6		at bus pullout bay	P1	County
2182	4		at bus pullout bay	P1	County

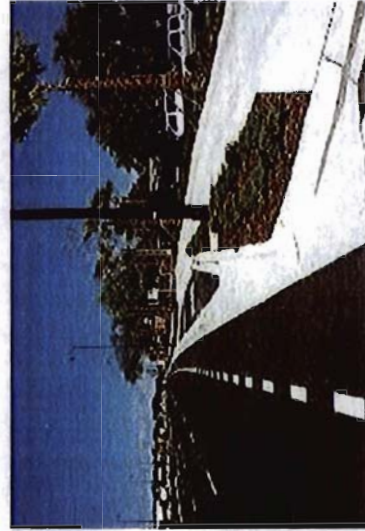
Stop 2181



Stop 2118



Stop 2117



Stop 2182





**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Board of County Commissioners Mileage Expenses and Travel Reimbursement

**DEPARTMENT:** County Manager Office

**DIVISION:**

**AUTHORIZED BY:** Cindy Coto

**CONTACT:** Cindy Coto

**EXT:** 7224

**MOTION/RECOMMENDATION:**

Approval by the Board of County Commissioners to reimburse mileage expenses for Commissioner Mike McLean's travel to Tallahassee to participate in the Senate meeting on SunRail, March 11, 2009.

County-wide

Cindy Coto

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**BACKGROUND:**

See attached Expense Report.

**STAFF RECOMMENDATION:**

Staff recommends Board Approval to reimburse mileage expenses for Commissioner Mike McLean's travel to Tallahassee to participate in the Senate meeting on SunRail, March 11, 2009.

**ATTACHMENTS:**

1. Travel Reimbursement documentation

<b>Additionally Reviewed By:</b> No additional reviews
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Agency: Board of County Commissioners  
Headquarters: Seminole County  
Residence (City): Lake Mary




















Agency: Board of County Commissioners  
Headquarters: Seminole County  
Residence (City): Lake Mary

[illegible]

# MAPQUEST

Total Time: 4 hours 20 minutes      Total Distance: 273.27 miles

A: 378 Woldunn Cir, Lake Mary, FL 32746-3957

-  1: Start out going SOUTHWEST on WOLDUNN CIR. 0.2 mi
-  2: Turn LEFT to stay on WOLDUNN CIR. 0.0 mi
-  3: WOLDUNN CIR becomes MAIN RD. 0.4 mi
-  4: Turn LEFT onto S COUNTRY CLUB RD/CR-15. 1.0 mi
-  5: Turn RIGHT onto CR-427 S/N RONALD REAGAN BLVD. 2.9 mi
-  6: Turn RIGHT onto FL-434 W. 2.7 mi
-  7: Merge onto I-4 W via the ramp on the LEFT. 5.5 mi
-  8: Take the SR-423/LEE ROAD exit, EXIT 88. 0.3 mi
-  9: Turn RIGHT onto LEE RD/FL-423 S. Continue to follow FL-423 S. 6.0 mi
-  10: Merge onto FL-408 TOLL W/EAST-WEST EXPY toward SR-408-TOLL W/OCOE (Portions toll). 7.0 mi
-  11: Take the FLORIDA'S TPKE NORTH exit toward OCALA. 0.7 mi
-  12: Merge onto FLORIDA'S TURNPIKE N (Portions toll). 42.6 mi
-  13: Stay STRAIGHT to go onto I-75 N. 107.2 mi
-  14: Merge onto I-10 W via EXIT 435 toward TALLAHASSEE. 88.2 mi
-  15: Merge onto US-90 W/FL-10 W via EXIT 209A toward TALLAHASSEE. 8.2 mi
-  16: Turn LEFT onto N MONROE ST/US-27/FL-61. Continue to follow US-27/FL-61. 0.3 mi
-  17: Turn RIGHT onto E COLLEGE AVE. 0.1 mi
-  18: Turn LEFT onto S ADAMS ST. 0.0 mi
-  19: End at 209 S Adams St Tallahassee, FL 32301-1720

B: 209 S Adams St, Tallahassee, FL 32301-1720

Total Time: 4 hours 20 minutes      Total Distance: 273.27 miles

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## **MacDonald, Fran**

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**From:** Venn, Gretchen  
**Sent:** Tuesday, March 03, 2009 3:14 PM  
**To:** MacDonald, Fran  
**Subject:** FW: Request for Action

Here is a bit more info

**From:** Kathy.Scanlon@CityofOrlando.net [mailto:Kathy.Scanlon@CityofOrlando.net]  
**Sent:** Tuesday, February 24, 2009 5:11 PM  
**To:** Venn, Gretchen; Chairman Frank Bruno; Commissioner Brandon Arrington; mayor@ocfl.net  
**Subject:** Request for Action

Dear Fellow SunRail Commission Member,

SunRail had a great win last week in the House Economic Development and Community Affairs Policy Council.

We must now focus our collective attention on the Florida Senate. With the start 2009 Legislative Session next week - SunRail will be heard in the Senate Transportation Committee on Wednesday:

Florida Senate Committee on Transportation - Chair Senator Andy Gardiner (R)  
Wednesday, March 4, 2009  
9:00 to 11:00 a.m.  
Room 37, Senate Office Building  
The Capitol  
Tallahassee, FL

I know how busy you are, but I ask that you meet me in Tallahassee and stand as the collective Commuter Rail Commission to usher Senate Bill 1212 through the Senate Transportation Committee. It is likely that our bill will have four Committee stops in the Senate before it can go to the floor for a vote.

If you are not able to be with me on March 4th, please commit to the second Committee meeting which will be Judiciary and is Chaired by our own Senator Constantine.

Florida Senate Committee on Judiciary - Chair Senator Lee Constantine (R)  
Wednesday, March 11, 2009  
9:30 to 11:30 a.m.  
Room 110, Senate Office Building  
The Capitol  
Tallahassee, FL

I know that you are reading our own hometown newspaper and may be reading dailies outside of our region. The economy and the words of our opposition leaves SunRail in jeopardy.

Please contact Christine Kefauver at Christine.Kefauver@CityofOrlando.net and let her know of your availability to testify at these two committee meetings and of future committee meetings.





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## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Work Order #10 for PS-2249-07/BHJ - Construction Engineering and Inspection Services (for construction projects less than \$1,000,000.00) with PB Americas, Inc.

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Jacqui Perry

**EXT:** 7114

**MOTION/RECOMMENDATION:**

Approve Work Order #10 for PS-2249-07/BHJ - Construction Engineering and Inspection Services (for construction projects less than \$1,000,000.00) in the amount of \$111,208.82 with PB Americas, Inc. of Tampa, Florida.

County-wide

Ray Hooper

---

**BACKGROUND:**

PS-2249-07/BHJ provides for Construction, Engineering and Inspection Services for construction projects less than \$1,000,000.00, and ensures these projects are constructed in reasonable conformity with the plans, specifications and agreement provisions.

Work Order#10 will provide CEI services for the construction of left turn lanes at seven (7) locations. These locations include the extension of the existing SB left turn lane at E.E.Williamson Rd., a NB left turn lane at Parsons Rd., NB and SB left turn lane at Hunters Trail, a SB turn lane at Old Post Rd. (both southern and northern entrances), and a SB left turn lane at Windsor Isle Rd. This construction project will provide motorists a safer left turn from a County collector roadway, while allowing for a continual flow of traffic pursuant to the Seminole County Comprehensive Plan. The project originally included a center lane to allow continuous left turn movement throughout the alignment. However, based on local concerns and to reduce the construction costs, the center lane was replaced by left turn lanes in seven (7) locations.

This is a budgeted project and funds are available in W. Markham Woods (Account #077541.560670, CIP#00192015).

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve Work Order #10 for PS-2249-07/BHJ - Construction Engineering and Inspection Services (for construction projects less than \$1,000,000.00) in the amount of \$111,208.82 with PB Americas, Inc. of Tampa, Florida.



**ATTACHMENTS:**

1. PS-2249-07\_BHJ - Work Order #10 (PB Americas)

**Additionally Reviewed By:**

☒ County Attorney Review ( Ann Colby )

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

**WORK ORDER**

Work Order Number: 10

Master Agreement No.: PS-2249-07/BHJ Dated: April 3, 2008  
Master Agreement Title: CEI Services for Construction Projects Less Than 1 Million Dollars  
Project Title: Continuous Contract for CEI Services

Consultant: PB Americas, Inc.  
Address: 5405 West Cypress Street, Suite 300  
Tampa, Florida 33607

ATTACHMENTS TO THIS WORK ORDER:  
☐ drawings/plans/specifications  
☒ scope of services  
☐ special conditions  
☐ \_\_\_\_\_

METHOD OF COMPENSATION:  
☐ fixed fee basis  
☒ time basis-not-to-exceed  
☐ time basis-limitation of funds  
☐ retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Work Order by the parties, and shall be completed **30 Days After Final Acceptance of Construction Project**. Failure to meet the completion time shall be grounds for Termination of both the Work Order and the Master Agreement for Default.

WORK ORDER AMOUNT: ONE HUNDRED ELEVEN THOUSAND TWO HUNDRED EIGHT DOLLARS AND 82/100 (\$111,208.82)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

PB Americas, Inc

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
, President

(CORPORATE SEAL)

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

\*\*\*\*\*

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: \_\_\_\_\_  
Bob Dallari, Chairman

Date: \_\_\_\_\_  
As authorized for execution by the Board of County  
Commissioners at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

**OC #804243**

**ON # 22803**

## **WORK ORDER TERMS AND CONDITIONS**

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This Work Order shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Work Order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
  - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
  - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an Amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project.
  - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
  - (iv) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated

hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

## **EXHIBIT A**

### **CE&I SCOPE OF SERVICES**

**For**

**Construction engineering and Inspection Master Agreement for Construction projects  
cost of \$1,000,000 or less.**

#### **GENERAL**

It shall be the responsibility of the CONSULTANT to provide services as necessary to administer the construction contract in the manner so as to determine that the project is constructed in reasonable conformity with the plans, specifications and contract provisions.

#### **PRE-CONSTRUCTION ACTIVITIES**

It is the intent of the county to have the CONSULTANT perform activities prior to the start of construction. The activities will be but not limited to: Constructibility Review, Utility Coordination, Public Involvement with the stakeholders and Bid review.

#### **SURVEY CONTROL**

The CONSULTANT shall (1) make and record such measurements as are necessary to calculate and document quantities for items; and (2) perform incidental engineering surveys as may be necessary to carry out the services covered by the Agreement.

#### **TESTING**

The CONSULTANT, or approved subconsultant, shall perform sampling and testing of component materials and completed work items to the extent that will determine that the materials and workmanship incorporated into the project are in reasonable conformity with the plans, specifications and contract provisions.

Sampling, testing and laboratory methods shall be accomplished by the CONSULTANT as required by the Florida Department of Transportation Standard Specification or as modified by the contract provisions.

## **CONSTRUCTION ENGINEERING SERVICES**

The CONSULTANT shall perform management engineering services necessary:

(1) to assure that proper coordination of the activities of all parties involved will accomplish a complete project; (2) to maintain organized, complete, accurate records of all activities and events relating to the project; (3) to provide interpretations of the plans, specifications and contract provisions of a minor nature (Any other major interpretations that affect the integrity of the construction plans, specifications, and contract revisions, shall first be directed to the Design Consultant for their interpretations and recommendations); (4) to make recommendations to the COUNTY to resolve disputes which arise in relation to the construction contract; and (5) to maintain an adequate level of surveillance of the Contractor's activities. The CONSULTANT shall also perform any other construction engineering services normally or customarily assigned to a Resident Engineer that are required to fulfill its responsibilities under this Agreement. Construction engineering services for this project shall include, but are not necessarily limited to, the following:

The CONSULTANT shall provide a resident project engineer and the requisite inspection staff to observe the Contractor's on-site construction operations as required or necessary to determine that quality of workmanship and materials is such that the project will be completed in reasonable conformity with the plans, specifications, and other contract provisions. The project site staff to be under the direction of a registered professional engineer (Resident Engineer).

Prior to the start of construction, the CONSULTANT shall assist the COUNTY in review of the bids received for construction of the project. The review shall consist of an overview of the bid prices received and the qualifications of the apparent, qualified low bidder.

The CONSULTANT shall maintain records of all significant activities and events relating to the project and estimates of all work completed by the Contractor. The CONSULTANT shall immediately report to the COUNTY apparent significant changes in quantity, time or cost as they are noted.

The CONSULTANT shall maintain a Project Control Schedule for the work. The CONSULTANT shall, on a regular basis, report the status to the COUNTY on all major items of work requested of the Construction Contractor reflected on the Project Control Schedule.

The CONSULTANT shall review the Construction Contractor's schedule in detail and submit a report to the COUNTY as well as meet with and discuss with the Construction Contractor during the schedule review and approval process, and any updates thereto. Any subsequent Construction Contractor requests for major activity or construction contract time extensions shall be reviewed by and commented on by the CONSULTANT. Project Control Schedule runs to review the results of Contractor requests and/or CONSULTANT recommended alternatives shall be performed by the CONSULTANT, as required.

The CONSULTANT shall maintain a log of materials entering into the work and utilized in the work with proper indication of the basis of acceptance of each shipment of material.

The CONSULTANT shall maintain records of all sampling and testing accomplished under this Agreement and analyze such records required to ascertain acceptability of material and completed work items.

The CONSULTANT shall meet with the Construction Contractor on no less than a weekly basis (depending upon actual level of activity and/or progress) for project coordination and problem resolution.

The CONSULTANT shall record minutes of each meeting and forward a copy to the Contractor and to the COUNTY with the engineer's summary weekly report. Included in the report shall be noted activities accomplished, production achieved and shall list and describe those scheduled activities which were not accomplished, and what activities/events were planned for the next week. The CONSULTANT shall list separately any quality control problems or impediments to the work that would normally be noted in the engineer's weekly summary report.

Once each month, the CONSULTANT shall prepare a tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress Estimate. The CONSULTANT shall submit the completed tabulation to the COUNTY.

Shop drawings and other submittals will be reviewed and approved by the CONSULTANT for conformance to the intent of the design concept of the project plans and specifications. Shop drawings/sample submittals and approvals shall be tracked by the CONSULTANT. Tracking shall include, but not be limited to, maintaining cognizance of the status of each submittal as it progresses through the review and approval process and procedures. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.

The CONSULTANT shall provide to the Contractor, interpretations of the plans, specifications and contract provisions. The CONSULTANT shall consult with the COUNTY when interpretation involves complex or otherwise significant issues or may have an impact on the cost of performing the Work. When warranted by the COUNTY, the COUNTY shall request an interpretation from the Design Consultant prior to any major changes of the plans specifications and contract revisions being clarified to the Contractor by the CEI Consultant. The COUNTY shall coordinate all requests for involvement of the Design Consultant.

The CONSULTANT shall analyze any and all problems that arise on the project and proposals submitted by the Contractor and shall prepare and submit a recommendation to the COUNTY.

The CONSULTANT shall analyze changes to the plans, specifications or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is clearly within the scope of the original contract. The CONSULTANT shall recommend such changes to the COUNTY for approval/disapproval.

When it is determined that a modification to the original contract for the project is required due to necessary change in the character of the Work, the CONSULTANT shall negotiate prices with the Contractor and prepare and submit for approval/disapproval by the COUNTY a Supplemental Agreement or change order.

In the event that the Contractor for a project submits a claim for additional compensation, the CONSULTANT shall analyze the submittal and prepare a recommendation to the COUNTY covering and analyzing the validity and reasonableness of the charges and shall conduct negotiations leading to a recommendation for settlement of the claim.



In the event that the Contractor submits a request for extension of the allowable contract time, the CONSULTANT shall analyze the request and prepare a recommendation to the COUNTY covering the accuracy of statement and the actual effect of the delay on the completion of the controlling work items and the costs to the COUNTY.

The CONSULTANT shall prepare and submit to the COUNTY for further processing a final estimate and two (2) sets of record plans for the construction contract.

The CONSULTANT shall monitor the construction contract to the extent necessary to observe construction activities in order to verify general compliance with the requirements of permits. The COUNTY will provide the CONSULTANT with a copy of each permit within the project limits.

Upon identification of a prospective changed condition or construction contract change, the extent of change shall be analyzed by the CONSULTANT and in order of magnitude estimate of cost and time of change, if any, will be prepared by the CONSULTANT.

The CONSULTANT shall negotiate all changes with the Contractor using the CONSULTANT - prepared estimate as a basis. The CONSULTANT shall submit the results to the COUNTY within two (2) weeks of start of negotiations or report the major differences to the COUNTY. If agreement is not reached, The CONSULTANT shall prepare supplement and change order documents and track the status of each one until executed.

#### **PERSONNEL**

The CONSULTANT shall provide an agreed upon number of qualified personnel to effectively carry out its responsibilities under this Agreement. The CONSULTANT shall utilize only competent personnel who are qualified by experience and education.

#### **STAFFING**

The CONSULTANT shall maintain an appropriate staff after completion of construction to complete the final Estimate and Record Plans. No personnel other than those

designated herewith, shall be assigned to the project by the CONSULTANT unless authorized by the COUNTY.

Construction engineering and inspection forces shall be required to be retained by or under contract to the CONSULTANT at all times while the Contractor is working on the construction contract. If the construction contract is suspended, the CONSULTANT'S forces shall be adjusted, to correspond with the type of suspension; provided, however, that no member of the CONSULTANT'S forces shall be deemed to be a COUNTY employee.

### **PHOTOGRAPHS**

The CONSULTANT shall take and submit two (2) prints of each progress photograph taken each month. Views and timing of photographs shall be to show maximum progress. Photographs shall be clean, sharp and clearly show details. Photographs shall be submitted in sets with each photograph numbered in sequence beginning with the numeral one (1). Photographs shall be enclosed in a clear plastic protector punched to fit a standard 8 1/2-inch by 11-inch three-ring binder.

### **OTHER SERVICES**

The CONSULTANT shall upon written authorization by the COUNTY, perform any additional services not otherwise identified in this Agreement as may be required by the COUNTY in connection with the project. The following items are not included as part of this Agreement, but may be required of the CONSULTANT by the COUNTY to supplement the CONSULTANT'S services under this Agreement:

- (1) The CONSULTANT shall, upon review, approval and written authorization by the COUNTY, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
- (2) The CONSULTANT shall, upon written request by the COUNTY, assist the COUNTY in preparing for arbitration hearings, or litigation that occurs during the CONSULTANT'S contract time in connection with the project covered by the Agreement.
- (3) The CONSULTANT shall, upon written request by the COUNTY, provide qualified engineers and/or engineering witnesses, provide exhibits and otherwise assist the COUNTY in any litigation or hearings in connection with the construction contract(s).

- (4) The CONSULTANT shall, upon written request by the COUNTY, provide overall program project control schedules for the purposes of assisting the COUNTY in overall planning and scheduling of construction projects.
- (5) The CONSULTANT shall, upon written request by the COUNTY, provide project cost and cash flow analysis services to assist the COUNTY with overall program financial management of the COUNTY'S proposed road construction/improvement program.
- (6) The COUNTY agrees to compensate the CONSULTANT for authorized additional services not included in this Agreement as a supplement to the basic fee for CE&I services. The amount of such fee and the specific scope of services will be negotiated prior to the CONSULTANT providing such additional services.

# Staffing Plan

	2009												TOTAL	TOTAL
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	FY 09 (mo)	FY 09 (MH)
<b>ADMINISTRATIVE STAFF:</b>														
Steve Majewski, P.E. - Resident Engineer, PB			0.08	0.08	0.14	0.20							0.50	86.50
Dave Barberic- Project Administrator, PB			0.40	0.40	0.70	1							2.50	432.50
<b>PROJECT STAFF:</b>														
Chris Woods - Roadway Inspector, PB			1	1	1	1							4.00	692.00
Materials Testing GEC (Refer to Testing Fee Schedule)														

STAFFING LEVEL 0 0 1.48 1.48 1.84 1.84 2.20 0 0 0 0 0 0 7.00

TOTAL 1211.00

TOTAL MH 1211.00



## Estimate of Consultant Work Effort

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	2009 Hours	2009 Rate	Total 2009	TOTAL
<b>CEI CORE STAFF:</b>				
PB SENIOR PROJECT ENGINEER	86.50	\$137.00	\$11,850.50	\$11,850.50
PB PROJECT ADMINISTRATOR	432.50	\$118.39	\$51,203.68	\$51,203.68
<b>CEI PROJECT STAFF:</b>				
PB INSPECTOR	692.00	\$62.42	\$43,194.64	\$43,194.64
<b>MATERIAL TESTING:</b>				
Williams Earth Sciences (Refer to Testing Fee Schedule)				

**PB Americas Total Salary Related Cost**

**\$106,248.82**

# Seminole County Misc. CEI WO #10 - Markham Woods Road (Turn Lanes Widening)



## CONSTRUCTION SERVICES FEE SCHEDULE

30 Keyes Court Sanford, Florida 32773 Telephone: (321) 275-0491 Fax: (321) 275-0492 E-mail: [awhite@williamsearthsciences.com](mailto:awhite@williamsearthsciences.com)  
CONSTRUCTION SERVICES FEE SCHEDULE

<b>I. Soils</b>		
<b>A. Field Services</b>		
1. In-Place Density Test (Min. 4/Trip) .....	\$25.00 ea.	
2. Sampling.....	\$47.50/hr.	
<b>B. Laboratory Services</b>		
1. Modified or Standard Proctor Test.....	\$90.00 ea.	10 \$900.00
2. Florida Bearing Value (FBV) Test.....	\$35.00 ea.	
3. LBR or CBR Test (Including Modified Proctor).....	\$350.00 ea.	8 \$2,800.00
4. Full Grain Size (Excluding #200 Sieve) .....	\$65.00 ea.	
5. Wash Through #200 Sieve .....	\$30.00 ea.	
6. Natural Moisture Content .....	\$12.50 ea.	
7. Organic Content.....	\$35.00 ea.	
8. Liquid & Plastic Limits .....	\$75.00 ea.	
9. pH Test.....	\$30.00 ea.	
<b>II. Concrete</b>		
<b>A. Field Services</b>		
1. Sampling, Slump Testing, Molding Cylinders for Compressive Strength Tests, Temperature Testing, Air Content Tests, and Cylinder Pick-Up (up to 4 cylinders per set).....	\$47.50/hr. & \$40.00/set	
-Flexural Strength Beams (up to 3 per set) .....	\$47.50/hr. & \$60.00/set	
2. Coring (Vertical Coring) - Equipment Mobilization .....	\$200.00/trip	
Coring Fee (per man) .....	\$47.50/hr.	
<b>B. Laboratory Services</b>		
1. Additional Cylinders.....	\$20.00 ea.	
2. Additional Beams.....	\$30.00 ea.	
3. Curing, Capping, & Compressive Strength Testing of Concrete Cores .....	\$60.00 ea.	
<b>III. Soil-Cement</b>		
<b>A. Field Services</b>		
1. In-Place Density, Field Proctor, Molding Strength Specimens & Walk Through Soundings/Inspections (Min. 4 Hrs./Day) .....	\$47.50/hr.	
2. Coring Equipment Mobilization .....	\$200.00/trip	4 \$800.00
Coring Fee (per man) .....	\$47.50/hr.	4 \$190.00
<b>B. Laboratory Services</b>		
1. Tests to assess cement content using wet/dry & freeze/thaw test methods as prescribed by P.C.A. ....	\$2,000.00 ea.	
2. Curing, Capping, & Compressive Strength Testing of Field Molded Specimens (set of 3).....	\$60.00/set	
<b>IV. Asphaltic Concrete</b>		
<b>A. Field Services</b>		
1. Sampling Materials for Laboratory Tests.....	\$47.50/hr.	
2. Asphalt Placement and/or Plant Monitoring .....	\$55.00/hr.	
3. Coring - Equipment Mobilization .....	\$200.00/trip	
4. G.M.M. (RICE Test) of Bituminous Mixture.....	\$90.00/ea.	
5. Gyrotory Compacted Specimens of Bituminous Mixture (set of 2).....	\$90.00/set	
<b>B. Laboratory Services</b>		
1. Bitumen Extraction & Aggregate Gradation Test.....	\$100.00 ea.	
2. Marshall Stability Test .....	\$120.00 ea.	
3. Core Density and Thickness Test.....	\$60.00 ea.	
<b>V. Structural Steel &amp; Metal Decking</b>		
<b>A. Field Services</b>		
1. Visual Observations of Steel Weldments and/or Tension Tests of High Strength Bolted Connections (Min. 4 Hrs./Trip) .....	\$55.00/hr.	
2. Non-Destructive Tests of Welded Connections .....	Priced On Specific	
<b>(M.T., P.T., U.T., R.T.) Project Requirements</b>		
<b>VI. Professional &amp; Technical Services</b>		
A. Principal Engineer .....	\$150.00/hr.	
B. Project Manager.....	\$90.00/hr.	3 \$270.00
C. Word Processing (Clerical) .....	\$47.50/hr.	
D. Sr. Field Technician .....	\$55.00/hr.	
E. Field Technician (Including Stand-By Time).....	\$47.50/hr.	
F. Threshold Inspector's Representative.....	\$55.00/hr.	

<b>TOTAL SUBCONSULTANT TESTING</b>	<b>\$4,960.00</b>
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SEMINOLE COUNTY Misc. CEI  
WORK ORDER #10: Markham Woods Road (Turn Lanes Widening)

Total CEI Budget

(COMPENSATION - "TIME BASIS METHOD")

**CEI INSPECTION**

PB America	\$106,248.82
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**MATERIAL TESTING**

Williams Earth Science Testing Allowance	\$	4,960.00
<b>TOTAL MATERIAL TESTING</b>	<b>\$</b>	<b>4,960.00</b>

<b>TOTAL CONTRACT AMOUNT (Limiting Amount)</b>	<b>\$111,208.82</b>
--	---------------------

Bid	\$900,000.00
CEI	\$111,208.82
	12.4%

**Markham Woods Road add Center Turn Lane**  
**PB America**  
**CIP 00192015**  
**PS-2249-07**

1/1/09  


Position	Hours	Rate	Total Due
Resident Engineer	86.5	\$ 137.00	\$ 11,850.50
Project Administrator/Engineer	432.5	\$ 118.39	\$ 51,203.68
Senior Inspector		\$ 73.73	\$ -
Inspector	692	\$ 62.42	\$ 43,194.64

**TOTAL LABOR COSTS** \$ 106,248.82

**Williams Earth Sciences**

Modified/Standard Proctor	10	\$ 90.00	\$ 900.00
LBR	8	\$ 350.00	\$ 2,800.00
Asphalt Coring	4	\$ 200.00	\$ 800.00
Coring Man	4	\$ 47.50	\$ 190.00
Project Manager	3	\$ 90.00	\$ 270.00

**SUB CONTRACTOR TOTAL** \$ 4,960.00

**TOTAL WORK ORDER VALUE** \$ 111,208.82





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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** RFP-600511-08/TLR - Sheriff's Office/Public Safety Building Access Control & CCTV System Replacement

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Tammy Roberts

**EXT:** 7115

**MOTION/RECOMMENDATION:**

Award RFP-600511-08/TLR - Sheriff's Office/Public Safety Building Access Control & CCTV System Replacement in the amount of \$356,257.20 (including equipment subject to owner direct purchase) to SiteSecure, Inc., Sanford, FL.

County-wide

Ray Hooper

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**BACKGROUND:**

RFP-600511-08/TLR will provide for a State of Florida licensed Security Systems Contractor to replace and/or refurbish the existing access control, and closed circuit television (CCTV) systems at the Sheriff's Office/Public Safety Building located at 100 Bush Boulevard, Sanford, FL. The Contractor shall be responsible for all labor, materials, equipment, transportation, coordination, incidentals and reimbursable expenses necessary to provide turn-key access control and CCTV systems. This project was publicly advertised and the County received four (4) submittals of which two (2) were determined to be non-responsive. The Evaluation Committee which consisted of Ed Bayton, Fleet & Facilities Manager; Rafael Fernandez, Principal Coordinator; Frank Raymond, Administrative Services Director; Ray Stacey, SC Sheriff's Office; and John Taylor, ITS Operations Division Manager, evaluated the responses. Consideration was given to the technical plan, qualifications and past performance, and price proposal. The Evaluation Committee recommends award of this project to SiteSecure, Inc. of Sanford in accordance with their proposal for a more technically comprehensive system built on the latest IP based technology including their extensive scope of experience. Authorization for services shall begin upon execution of the agreement and shall be completed within twelve (12) months for a fixed fee amount of \$356,257.20 which includes equipment and installation including warranties, as-build drawings and operation manuals, and the alternate Juvenile Justice Center as an additional remote site providing full seamless integration with the existing CCTV systems at the Criminal Justice Center and the Sheriff/Public Safety Building, with an additional two (2) 1-year warranty option. Seminole County will utilize the Owner Direct Purchase (ODP) Program (Resolution No. 96-R-177) for the purchase/lease of equipment for an estimated savings of approximately \$13,894.00. The following is a financial summary of this project:

\$361,978.00	(\$168,254.00 ODP equipment / \$193,724.00 Installation)
5,820.00	1000 Access Cards
41,115.00	Alternate JJC
\$408,913.00	SUB TOTAL
-(52,655.80)	Owner furnished equipment

\$356,257.20 CONTRACT PRICE  
-(13,894.09) Approx. ODP Tax Savings  
\$342,363.20 Estimated net PROJECT COST

Supporting documents include the tabulation sheet, evaluator's comments, consensus report, and the agreement with exhibits as prepared by the County Attorney's Office.

**STAFF RECOMMENDATION:**

Staff recommends that the Board to award RFP-600511-08/TLR - Sheriff's Office/Public Safety Building Access Control & CCTV System Replacement in the amount of \$356,257.20 (including equipment subject to ODP) to SiteSecure, Inc., Sanford, FL.

**ATTACHMENTS:**

1. Tabulation Sheet
2. Consensus
3. Eval Comments
4. Agreement

**Additionally Reviewed By:**

☒ County Attorney Review ( Ann Colby )

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

PAGE: 1 of 1

<b>B.C.C. - SEMINOLE COUNTY, FL</b>
<b>RFP TABULATION SHEET</b>

RFP NUMBER: RFP-600511-08/TLR  
RFP TITLE: Public Safety/Sheriff Building Security System Replacement  
DUE DATE: October 15, 2008, at 2:00 P.M..

Response 1	Response 2	Response 3	Response 4
Advanced Engineered Systems 652 Florida Central Pkwy Longwood, FL 32759 Ph. 407-478-3383 Fx. 407-478-4958 <b>Non-responsive</b> Richard E. Myatt, Branch Manager	Niscayah, Inc. 14150 McCormick Dr. Tampa, FL 33626 Ph. 813-792-3480 Fx. 813-792-3489 Randy Fierbaugh, Branch Manager	SiteSecure, Inc. 627 Progress Way Sanford, FL 32771 Ph. 877-748-3123 Fx. 407-328-8346 R. Andrew Bowman, VP	Total Security Integration 1572 Baccarat Ct. Sanford, FL 32771 Ph. 407-718-3171 Milena Kojic, COO <b>Non-responsive</b> \$96,994.00
\$175,890.00 Access Control Portion Only <i>Did not meet County's requirement for a "turn-key" solution</i>	\$292,205.00	\$361,978.00	Failure to comply with Section 3, Item 2. Qualifications and Past Performance

Evaluation Criteria

- Qualifications & Experience
- Technical Proposal
- Price Proposal

STATUS:

Received and tabulated by: T. Roberts, Sr. Procurement Analyst (Posted: 10/15/2008 at 3:00 pm) - (Update: 10/28/2008 @10:30am)  
**Vendor/Eval. Committee Meeting:** w/Niscayah, 11/18/2008 @1:30pm, 1101 E. 1<sup>st</sup> St., Rm. 3223, Sanford, FL; and w/SiteSecure, Inc., 11/25/2008 @9:30am, 1101 E. 1<sup>st</sup> St. Rm 3223, Sanford, FL  
**RECOMMENDATION/AWARD:** POSTED: 01/08/2009 @ 10AM /Update: 2/18/09: SiteSecure, Inc. will be presented to the BCC on March 24, 2009 for award of this project.



**RFP-600511-08/TLR**  
**Sheriff's Office/Public Safety Building Access Control & CCTV System Replacement**  
**CONSENSUS REPORT**

<b>Submittals</b>	<b>Nascayah Inc.</b>	<b>SiteSecure</b>
<b>Evaluation Criteria</b>		
Technical Plan	10	15
Qualifications & Past Performance	7	14
Price Proposal	10	10
<b>TOTAL</b>	<b>27</b>	<b>39</b>
<b>RANKING</b>	<b>2</b>	<b>1</b>

**Evaluation Key:**

Highly Acceptable = 3

Acceptable = 2

Marginal = 1

Unsatisfactory = 0

The Evaluation Team Recommends award of this project to:

SiteSecure

**Evaluators**

Evaluator #1 – Ed Bayton, Fleet & Facilities Manager

Evaluator #2 – Frank Raymond, Administrative Services Director

Evaluator #3 – Rafael Fernandez, Principal Coordinator

Evaluator #4 – John Taylor, Operations Division Manager

Evaluator #5 – Ray Stacey, SC Sheriff's Office

**Evaluation Team Considerations for  
RFP-600511-08/TLR – Access Control & CCTV System Replacement**

Congratulations on your selection as an Evaluation Team member! The County's mission is to award quality contracts and your evaluation is key to our success. The evaluation process includes examining each proposal in detail against the standards established in the evaluation criteria and the requirements set forth in the solicitation, and assigning a rating, with a supportive narrative. The proposal evaluation process must be conducted in a fair, comprehensive, and impartial manner.


**The principal purposes of the process are to:**

- Determine which proposals are acceptable.
- Provide a sound basis for the Commissioners to make an informed and reasoned selection by:
  - Presenting a clear picture of the issues considered during the evaluation by identifying areas of uncertainty as well as those, which provide substantial assurance of a successful outcome.
  - Listing the strengths, weaknesses, and risks of each proposal. (See guidelines for the Evaluation Team).

**Rules:**

1. Each member of the Evaluation Committee is responsible for evaluating the Firm's Proposals. Each evaluation must be done individually and the evaluation must reflect individual analysis.
2. All members of the committee are hereby instructed not to contact any of the Proposers until after the contract award has been made. The Proposers are prohibited from contacting any of the Evaluation Committee members, either directly or indirectly via other County employees, and any attempts made by them, must be reported to the County Purchasing Division, Purchasing Manager or Contracts Supervisor.
3. The County requires the full and complete adherence to and compliance with Florida's public record law and public meetings. The Evaluation Committee meeting(s) will be recorded and minutes will be kept in order to comply with this requirement.

I have read and will comply with the above requirements. By acknowledgment of this form, I have received approval from my supervisor to participate in this evaluation.

  
Signature

1-2-09  
Date

**Please return the completed forms with your assessment.**

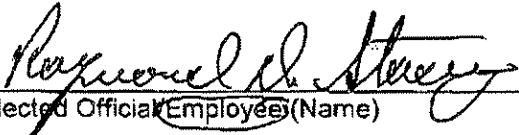
**CONFLICT OF INTEREST STATEMENT**

1. Project: **RFP-600511-08/TLR – Access Control & CCTV System Replacement**
2. Policies and procedures governing the County's procurement program are uniform County-wide, established by Ordinance, and in compliance with all applicable local, state and federal rules and regulations. The policies and procedures address employee and elected official conflicts of interest. See, ss. 112.313, Fl. Stat. (1989); ss. 220.112 Seminole County Code; ss. 400-004, Personnel Policies and Procedures of Seminole County.
3. Conflicts of Interest may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. Activities which may be in conflict with the proper discharge of duties in the public interest may include: the solicitation or acceptance of gifts, doing business with the County, the acceptance of things of value to influence a vote or other action, the misuse of a public position to secure a special privilege, or arrangements concerning potential employment with a firm being considered for the procurement activity.
4. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations.

I state that I have considered my obligation to put the public interest above personal interest. Although, I believe that I have no conflict of interest concerning the above firms and organizations; I disclose the following relationships between myself, family members, and my friends concerning the above firms and organizations: **If no disclosures, state "none".**

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Elected Official/Employee(s) (Name)

SECURITY SUPERVISOR  
Title

Date: 1-2-09

**RFP-600511-08/TLR – Access Control & CCTV System Replacement****PROPOSERS NAME:** Site Secure, Inc.**EVALUATION COMMITTEE MEMBER:**Raymond D. Stacey**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Technical Proposal: Understanding the Scope o Services and overall management of the project. Approach plan to support the needs and objectives of the procurement. Schedule for design-build schematics and deliverables. Repair/warranty support.

Exceeds Requirements, Proposing a more technically  
comprehensive system.

Criteria: Qualifications & Past Performance: Performance on prior contracts of similar scope; licenses, certifications and authorizations. Proposed prime/subcontract relationship. Project Manager experience, qualifications and involvement.

More extensive scope of experience, Outstanding  
service and Seminole County based company.

**Criteria: Price Proposal**

Acceptable

**Overall Rating:**

Highly Acceptable (x)  
(Rating requires supporting remarks)

Acceptable ( )

Marginal ( )

Unsatisfactory ( )  
(Rating requires supporting remarks)



**RFP-600511-08/TLR – Access Control & CCTV System Replacement****PROPOSERS NAME:** Niscayah, Inc.**EVALUATION COMMITTEE MEMBER:**Raymond D. Stacey**Describe strengths, weaknesses and deficiencies to support your assessment.**

Criteria: Technical Proposal: Understanding the Scope o Services and overall management of the project. Approach plan to support the needs and objectives of the procurement. Schedule for design-build schematics and deliverables. Repair/warranty support.

Meets Requirements .

Criteria: Qualifications & Past Performance: Performance on prior contracts of similar scope; licenses, certifications and authorizations. Proposed prime/subcontract relationship. Project Manager experience, qualifications and involvement.

Limited in their scope of experience .**Criteria: Price Proposal**Acceptable**Overall Rating:**

Highly Acceptable ( )  
(Rating requires supporting remarks)

Acceptable (X)

Marginal ( )

Unsatisfactory ( )  
(Rating requires supporting remarks)



## Evaluations

## RFP-600511-08/TLR - SOPS Building Security System Replacem

☒ Edit Response | 
 ☒ Delete Response | 
 Alert Me | 
 Go Back to Survey

Congratulations on your selection as an Evaluation Team Member!

Your evaluation is key in awarding quality contracts. You must examine each proposal against and provide supportive narrative

for your selection. Are you

willing to evaluate in a fair, comprehensive, and impartial

manner? Are you willing to present a clear picture of the issues

considered during the evaluation?

I have read and will

comply with the above requirement:

:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official  
Fl. Stat.; Seminole County Code; Personnel Policies and Procedures

of Seminole County. Conflicts

may occur when public officials

or employees are in a position to

make decisions which affect their private gain or the gain of family members and friends. Cou

policy encourages the disclosure process to remind officials or employees of their obligation to

put the public interest above

personal considerations. I state

that I have considered my obligation

to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to  
support your assessment.

Highly Acceptable: (100-90 Points) Proposal exceeds the requirements  
in a way that benefits the County

or meets the requirements and has enhancing features benefit the  
County.

Acceptable: (89-80 Points)

Proposal meets the County requirements. Any weakness  
is minor.

Marginal: (79-70 Points)

Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.

Unacceptable: (69-0 Points)

Proposal does not comply substantially with the requirements.

Read and Agreed::

Yes

#1: NISCAYAH, INC.:

Marginal

#1: Technical Proposal: Understanding the Scope of Services and overall management of the  
Solution relays on maintaining and expanding a legacy system already in place. maintenanc

#1 - Rating Scale for Technical Proposal:

HA	A	M
1	2	3 Unacceptable

Proposal #1 - Technical Proposal ☐ ☐ ☒ ☐

#1: Qualifications & Past Performance: Performance on prior contracts of similar scope; Licens

Qualifications and past experience are eceptable

#1 Rating Scale for Qualifications and Experience:

HA	A	M
1	2	3 Unacceptable

Proposal #1 - Qualifications ☐ ☒ ☐ ☐

#1: Price Proposal - Remarks (33% based on 1/3 of the points):

Price is acceptable

#2: SITE SECURE, INC.:

Highly acceptable

#2: Technical Proposal: Understanding the Scope of Services and overall management of the  
Technical solution is built on the latest IP based technology and will leverage the Counties e

#2 Rating Scale for Technical Proposal:

HA	A	M
1	2	3 Unacceptable

#2 Technical Proposal ☒ ☐ ☐ ☐

#2: Qualifications & Past Performance: Performance on prior contracts of similar scope; Licens

Excellent track record working with the County

#2 Rating Scale for Qualifications and Experience:

HA	A	M
1	2	3 Unacceptable

#2 Rating Scale for Qualifications and Experience ☒ ☐ ☐ ☐

#2: Price Proposal - Remarks (31% based on 1/3 of the points):

I thought their prices were acceptable

Created at 1/5/2009 9:01 AM by Taylor, John

Last modified at 1/5/2009 9:01 AM by Taylor, John



## Evaluations

## RFP-600511-08/TLR - SOPS Building Security System Replacem

Edit Response | Delete Response | Alert Me | Go Back to Survey

Congratulations on your selection as an Evaluation Team Member!

Your evaluation is key in awarding quality contracts. You must examine each proposal against and provide supportive narrative

for your selection. Are you

willing to evaluate in a fair, comprehensive, and impartial manner? Are you willing to present a clear picture of the issues considered during the evaluation?

I have read and will

comply with the above requirement:

:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official Fl. Stat.; Seminole County Code; Personnel Policies and Procedures

of Seminole County. Conflicts

may occur when public officials

or employees are in a position to

make decisions which affect their private gain or the gain of family members and friends. Cou

policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above

personal considerations. I state

that I have considered my obligation

to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment.

Highly Acceptable: (100-90 Points) Proposal exceeds the requirements in a way that benefits the County

or meets the requirements and has enhancing features benefit the County.

Acceptable: (89-80 Points)

Proposal meets the County requirements. Any weakness is minor.

Marginal: (79-70 Points)

Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.

Unacceptable: (69-0 Points)

Proposal does not comply substantially with the requirements.

Read and Agreed::

Yes

#1: NISCAYAH, INC.:

85

#1: Technical Proposal: Understanding the Scope of Services and overall management of the

The proposal appears to meet the basic requirements as described in the RFP.

#1 - Rating Scale for Technical Proposal:

HA	A	M
1	2	3 Unacceptable



Proposal #1 - Technical Proposal ☐ ☒ ☐ ☐

#1: Qualifications & Past Performance: Performance on prior contracts of similar scope; Licenses

While the proposer appears to have the necessary qualifications the list of past projects provided

#1 Rating Scale for Qualifications and Experience:

HA	A	M	
1	2	3	Unacceptable

Proposal #1 - Qualifications ☐ ☒ ☐ ☐

#1: Price Proposal - Remarks (33% based on 1/3 of the points):

The cost of the proposed system including the JJC over a 4 yr period appears to be about 3

#2: SITE SECURE, INC.:

95

#2: Technical Proposal: Understanding the Scope of Services and overall management of the

The proposal appears to meet the basic requirements as described in the RFP. The proposer

#2 Rating Scale for Technical Proposal:

HA	A	M	
1	2	3	Unacceptable

#2 Technical Proposal ☒ ☐ ☐ ☐

#2: Qualifications & Past Performance: Performance on prior contracts of similar scope; Licenses

The proposer appears to have the necessary qualifications. The proposer has also offered a project with the County.

#2 Rating Scale for Qualifications and Experience:

HA	A	M	
1	2	3	Unacceptable

#2 Rating Scale for Qualifications and Experience ☒ ☐ ☐ ☐

#2: Price Proposal - Remarks (31% based on 1/3 of the points):

The cost of the proposed system including the JJC over a 4 yr period of time is approximately

Created at 12/11/2008 12:38 PM by Bayton, Edward

Last modified at 12/24/2008 2:31 PM by Cohen, Betsy

## Evaluations

## RFP-600511-08/TLR - SOPS Building Security System Replacem

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Congratulations on your selection as an Evaluation Team Member!

Your evaluation is key in awarding quality contracts. You must examine each proposal against and provide supportive narrative for your selection. Are you

willing to evaluate in a fair, comprehensive, and impartial manner? Are you willing to present a clear picture of the issues considered during the evaluation?

I have read and will comply with the above requirement:  
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. Cou policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment.

Highly Acceptable: (100-90 Points) Proposal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features benefit the County.

Acceptable: (89-80 Points)  
Proposal meets the County requirements. Any weakness is minor.

Marginal: (79-70 Points)  
Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.

Unacceptable: (69-0 Points)  
Proposal does not comply substantially with the requirements.

Read and Agreed::

Yes

#1: NISCAYAH, INC.:

#1: Technical Proposal: Understanding the Scope of Services and overall management of the

The technical proposal presented by Niscayah was sufficient to meet the requirements, but

#1 - Rating Scale for Technical Proposal:

HA	A	M	
1	2	3	Unacceptable

Proposal #1 - Technical Proposal ☐ ☒ ☐ ☐

#1: Qualifications & Past Performance: Performance on prior contracts of similar scope; Licens

Niscayah's past performance is very limited, whereas certain on their personnel are known

#1 Rating Scale for Qualifications and Experience:

HA	A	M	
1	2	3	Unacceptable

Proposal #1 - Qualifications ☐ ☐ ☒ ☐

#1: Price Proposal - Remarks (33% based on 1/3 of the points):

Niscayah's price proposal was marginally lower for the initial contract, however, when taken

#2: SITE SECURE, INC.:

#2: Technical Proposal: Understanding the Scope of Services and overall management of the

Site Secure's technical proposal was outstanding.

#2 Rating Scale for Technical Proposal:

HA	A	M	
1	2	3	Unacceptable

#2 Technical Proposal ☒ ☐ ☐ ☐

#2: Qualifications & Past Performance: Performance on prior contracts of similar scope; Licens

Site Secure's past performance is outstanding as applies to service, although I don't believe

#2 Rating Scale for Qualifications and Experience:

HA	A	M	
1	2	3	Unacceptable

#2 Rating Scale for Qualifications and Experience ☐ ☒ ☐ ☐

#2: Price Proposal - Remarks (31% based on 1/3 of the points):

Site Secure's pricing was marginally higher for the initial contract, however their total 4 years

Created at 12/24/2008 3:13 PM by Raymond, Frank

Last modified at 12/24/2008 3:13 PM by Raymond, Frank

## Evaluations

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for your selection. Are you

willing to evaluate in a fair, comprehensive, and impartial

manner? Are you willing to present a clear picture of the issues

considered during the evaluation?

I have read and will

comply with the above requirement:

:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official Fl. Stat.; Seminole County Code; Personnel Policies and Procedures

of Seminole County. Conflicts

may occur when public officials

or employees are in a position to

make decisions which affect their private gain or the gain of family members and friends. Cou

policy encourages the disclosure process to remind officials or employees of their obligation to

put the public interest above

personal considerations. I state

that I have considered my obligation

to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment.

Highly Acceptable: (100-90 Points) Proposal exceeds the requirements in a way that benefits the County

or meets the requirements and has enhancing features benefit the County.

Acceptable: (89-80 Points)

Proposal meets the County requirements. Any weakness is minor.

Marginal: (79-70 Points)

Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.

Unacceptable: (69-0 Points)

Proposal does not comply substantially with the requirements.

Read and Agreed::

Yes

#1: NISCAYAH, INC.:

#1: Technical Proposal: Understanding the Scope of Services and overall management of the Niscayah's proposal meets the requirements of the RFP.

#1 - Rating Scale for Technical Proposal:

HA	A	M
1	2	3 Unacceptable

Proposal #1 - Technical Proposal ☒ ☐ ☐ ☐

#1: Qualifications & Past Performance: Performance on prior contracts of similar scope; Licens  
Niscayah's proposal shows limited references on similar projects.

#1 Rating Scale for Qualifications and Experience:

HA	A	M	
1	2	3	Unacceptable

Proposal #1 - Qualifications ☐ ☐ ☒ ☐

#1: Price Proposal - Remarks (33% based on 1/3 of the points):

Niscayah's price for the base proposal is the lowest. When the Juvenile Justice Center, year  
#2: SITE SECURE, INC.:

#2: Technical Proposal: Understanding the Scope of Services and overall management of the  
Site Secure's proposal meets the requirements of the RFP. It offers to move towards ip tec

#2 Rating Scale for Technical Proposal:

HA	A	M	
1	2	3	Unacceptable

#2 Technical Proposal ☒ ☐ ☐ ☐

#2: Qualifications & Past Performance: Performance on prior contracts of similar scope; Licens  
Site Secure's proposal shows references of recent projects with similar technology as they :

#2 Rating Scale for Qualifications and Experience:

HA	A	M	
1	2	3	Unacceptable

#2 Rating Scale for Qualifications and Experience ☒ ☐ ☐ ☐

#2: Price Proposal - Remarks (31% based on 1/3 of the points):

Site Secure's base proposal is higher than the other proposer, but when the Juvenile Justice

Created at 12/30/2008 2:51 PM by Fernandez, Rafael

Last modified at 12/30/2008 2:51 PM by Fernandez, Rafael



**ACCESS CONTROL AND CCTV SYSTEM REPLACEMENT SERVICE AGREEMENT  
SEMINOLE COUNTY SHERIFF/PUBLIC SAFETY BUILDING  
(RFP-600511-08/TLR)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SITASECURE, INC.**, duly authorized to conduct business in the State of Florida, whose address is 627 Progress Way, Sanford, Florida 32771, hereinafter called "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 called "COUNTY".

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

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified CONTRACTOR to replace the access control and CCTV system in the Seminole County Sheriff/Public Safety Building; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of a CONTRACTOR; and

**WHEREAS**, CONTRACTOR is competent and qualified to furnish 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 CONTRACTOR agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain CONTRACTOR 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. CONTRACTOR shall also be bound by all requirements contained in the solicitation package and all addenda thereto including the Direct Purchase Tax Savings Program, attached hereto as composite Exhibit B.

**SECTION 2. AUTHORIZATION FOR SERVICES.** Authorization for performance of professional services by CONTRACTOR under this Agreement shall be in the form of written Notice to Proceed (i.e. Purchase Order) issued and executed by COUNTY.

**SECTION 3. TIME FOR COMPLETION.** The services to be rendered by CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within twelve (12) months.

**SECTION 4. FIXED FEE COMPENSATION AND PAYMENT.**

(a) COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement a fixed fee in the amount of THREE HUNDRED FIFTY-SIX THOUSAND TWO HUNDRED FIFTY-SEVEN AND 20/100 DOLLARS (\$356,257.20). CONTRACTOR shall perform all work required by the Scope of Services, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated above.

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

**SECTION 5. BILLING AND PAYMENT.**

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

- (1) The name and address of CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by CONTRACTOR for all services performed by CONTRACTOR during that month and for which COUNTY is being billed;

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

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

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


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

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

Administrative Services/Facilities Maintenance  
200 W. 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 CONTRACTOR.

#### **SECTION 6. AUDIT OF RECORDS.**

(a) COUNTY may perform,  or have performed, an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) and of this Section and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) CONTRACTOR 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 CONTRACTOR'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, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**SECTION 7. RESPONSIBILITY OF CONTRACTOR.**

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

(b) Neither COUNTY's review, approval, 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 CONTRACTOR shall be and remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONTRACTOR's performance of any of the services furnished under this Agreement.

**SECTION 8. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until acceptance of the completed Scope of Services by the COUNTY.


**SECTION 9. TERMINATION.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill CONTRACTOR's Agreement obligations. Upon receipt of such notice, CONTRACTOR 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 CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination. CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement.


(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby.  CONTRACTOR 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 CONTRACTOR. 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 CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that CONTRACTOR 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 10. EQUAL OPPORTUNITY EMPLOYMENT.** CONTRACTOR 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 11. NO CONTINGENT FEES**  CONTRACTOR warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from 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 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

opposite party and only by a document of equal dignity herewith.

**SECTION 13. SUBCONTRACTORS.** In the event CONTRACTOR, 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, CONTRACTOR 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, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 14. INDEMNIFICATION OF COUNTY.** CONTRACTOR agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR whether caused by CONTRACTOR or otherwise.  This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

**SECTION 15. INSURANCE.**

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

(1) CONTRACTOR 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 and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall 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 CONTRACTOR, CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR shall relieve CONTRACTOR of CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR'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 624.4621, Florida Statutes.

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

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR 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 CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at CONTRACTOR'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 Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR 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) CONTRACTOR's insurance shall cover CONTRACTOR 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. CONTRACTOR 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 sub-CONTRACTOR's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage 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 laws.

(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) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance



Services Office 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 CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

<u>LIMITS</u>	
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(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 CONTRACTOR, its employees, or agents of liability from any obligation under this Section or any other portions

of this Agreement.

**SECTION 16. DISPUTE RESOLUTION.**

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

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

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

**SECTION 17. REPRESENTATIVE OF COUNTY AND CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR 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) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

**SECTION 18. 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 not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**SECTION 19. 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 20. 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 CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be

and shall remain an independent CONTRACTOR with respect to all services performed under this Agreement.

**SECTION 21. EMPLOYEE STATUS.** Persons employed by CONTRACTOR 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 22. SERVICES NOT PROVIDED FOR.** No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

**SECTION 23. PUBLIC RECORDS LAW.** CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 24. 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/Facilities Maintenance  
200 W. County Home Road  
Sanford, Florida 32773

**For CONTRACTOR:**

SiteSecure, Inc.  
627 Progress Way  
Sanford, Florida 32771

**SECTION 25. 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 26. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the 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 CONTRACTOR.

**SECTION 27. CONFLICT OF INTEREST.**

(a) CONTRACTOR 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) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes as over 5 percent) either directly or indirectly, in the business of CONTRACTOR 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, CONTRACTOR 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:

SITESECURE, INC.

\_\_\_\_\_, Secretary

By: \_\_\_\_\_  
R. ANDREW BOWMAN, President

(CORPORATE SEAL)

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BOB DALLARI, Chairman



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

For the use and reliance  
of Seminole County only.

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
- Exhibit B - Proposal and Best Final Offer
  - Owner Furnished Equipment List
  - Vendor Furnished Equipment List
  - Direct Purchase Tax Savings Program

AEC/sjs  
9/2/08, 2/12/09  
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-600511-08.doc

## **SCOPE OF SERVICES**

# **Seminole County Facilities Maintenance**

Project Location:  
**SCF - Public Safety Building**  
150 Bush Boulevard  
Sanford, FL 32773

**RFP-600511-08/TLR: Access Control & CCTV Systems**

Proposal: 1150-3  
01/19/2009

Prepared For:  
**Rafael Fernandez, FMA**  
Project Manager II



627 Progress Way  
Sanford, FL 32771  
407-328-5220

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the Customer's right to use or disclose data obtained without restriction from any source, including the proposer.



## General System Description

The scope of this project, as clarified during the scope coordination meeting with the project staff and SC Purchasing on 1/26/09, is generally described as follows: The CCTV and Access Control Systems of the existing judicial buildings will be combined into a unified platform using the County's existing network infrastructure.

The project will replace the access control system in the SO/PS building with a new Bosch ReadyKey PRO (RKP) system. The scope of the project will also convert the existing Lenel OnGuard ACS in the CJC to the "new" Bosch RKP and combine the systems into one centrally managed database. This conversion will also absorb the existing access controlled doors in the JJC and Civil Courthouse, which are already on a small RKP system. The result will be a "one-card" solution for the three judicial buildings on Bush Blvd as well as the Civil Courthouse in downtown Sanford.

The project scope will also replace the video "head-ends" in the CJC, JJC and SO/PS with an IP video platform using Genetec Omnicast software. This conversion will provide for a centrally managed CCTV system that will eliminate the existing proprietary digital video recorders in each building and replace them with centralized data storage in the existing server room on the 3rd floor of the SO/PS building. The new system will allow for full resolution digital recording for 2 weeks or more using the County's existing SAN or new specialized digital storage media.

The following details and clarifications apply to the project scope:

1. All of the workstation, server and networking hardware for this project will be provided by the County IT department in conformance with the recommended specifications for the project. The network connections required for the project are assumed to be available and in working order. Any additional network components, required for connection of the new hardware project components, will be the responsibility of the County. All networking components (POE injectors, network switches, fiber optic transceivers, fiber optic jumpers and media converters) are specifically excluded from SiteSecure's scope of supply. It is our understanding that these components are existing and/or available for county purchase through their specified vendors.
2. The existing Simplex Access Control System for the Sheriff's Office and Public Safety Building will be replaced in its entirety. Only the existing locking hardware, power supplies and data cabling will be reused. The proposed procedure will be to install the three new Intelligent System Controllers on each floor in the appropriate Telecom room. These will be connected to the existing TCP/IP network using Ethernet communication and will be positioned near the "tail" of the existing RS-485 network. The plan will be to remove the 2 door controller from the Simplex enclosure and install the new RKP 2 door controller using new stand-offs but keeping the existing power supply etc. As two doors are added, two will be taken offline from the NT3400 system. Readers will be replaced as they go and each new door will be added and tested on the ReadyKey PRO system.
3. Since the 3 existing access control systems will be combined into a single ACS, a new server will be required to manage all of the system components. The existing servers in the CJC and JJC are out of warranty and are under-sized for this application. The new server will be furnished by the County with a Windows Server based operating system and located in room 3-238 (3rd floor IT room in the SO/PS building). SiteSecure will be responsible for loading the ReadyKey



## General System Description

Pro software and configuring all aspects of the system programming, including migration of the existing database and entry of all existing card holders into the system.

4. The replacement of the ACS in the SO/PS building will only include the existing door locations WITH CARD READERS. The existing system also has several dozen other doors (without card readers) connected. These doors are monitored for position status (open or closed), but are frequently out of service. Our intent is to reuse the existing cabling and door sensors and connect these devices to auxiliary input terminals on the new RKP controllers. If the wiring and sensors are still functional, we will be able to monitor these doors as well. However, we are not including any costs to troubleshoot or repair any of these door devices or wiring. This was not a requirement of the RFP, but we will attempt to preserve this functionality without adding additional expense to the project.

5. The replacement of the CCTV system in the SO/PS building will encompass the recording and management system only. All of the existing cameras will be re-used and connected to the new hardware and software to provide access of the live and recorded video from the TCP/IP network. We have included the installation of a 10 rack unit wall rack in room 3-193 to replace the existing 1/2 rack containing the DVRs. The existing Coax cable will be cut and reterminated for connection to the new Verint s1712 IP video encoders. The new encoders will then be "patched" to the server room for connection to the existing TCP/IP network. Additionally, a new Omnicast Directory/Archive Server will be installed in the server room with on-board or attached storage. A new CCTV monitoring workstation will also be installed in the Security Office and will provide monitoring for the access control platform as well. The workstation will require a dual-monitor configuration for simultaneous monitoring of the CCTV and Access control systems.

6. The CCTV system replacement at the SO/PS building also includes the addition of 4 new IP cameras. These locations are subject to change and include approximately 300 feet of CAT 5e cabling to connect the new cameras to the existing County network. We have also included the installation of new Bosch 1/3" IR Corrected varifocal lenses for the five (5) outdoor fixed cameras that have been described as "fuzzy at night". We will also visit the remaining cameras with focus issues to clean and re-focus them to correct any issues that are serviceable. Any remaining video quality issues from the legacy components will be resolved when the existing Coaxial cable is cut and re-terminated onto the new video encoders.

7. The CCTV system replacement at the CJC includes the removal of the existing Panasonic digital video recorders and replacement with Axis H.264 video encoder hardware. The new encoder hardware will provide for 144 camera ports and licensed connections to the new Omnicast video software platform. These new video encoders will be installed in the existing equipment rack in the CJC control room and will patch into the existing County network. The encoders will stream the video across the network to the new Omnicast video servers located in the SO/PS server room. The video from this conversion will be viewable from any Omnicast enabled client workstation on the network; provided sufficient privileges are provided to the user.

8. The CCTV system replacement for the JJC includes the removal of the existing DVR and



## General System Description

replacing it with an Axis video encoder with 12 analog video ports. This encoder will be patched into the existing network to provide connectivity back to the new Omnicast server in the SO/PS server room. In addition, the proposal includes the addition of 13 additional IP cameras, which will require POE network ports for connectivity to the server. The total camera count at the end of the conversion will be 9 existing plus 13 new cameras for a total of 22 licensed video channels.

9. As a design guideline, we have calculated storage and retention of the video (in the SO/PS building) based on the following parameters: 35 cameras in SO/PS, 144 cameras in the CJC, and 22 cameras in the JJC, all recording at the highest resolution (4CIF) at 10 frames per second. This video will be stored for 14 days. A select number of cameras (evidence storage, armory, forensics etc.) and will retain this video for 30 days. The individual cameras can be configured for different frame rates, resolution and retention time based on operational needs determined by Seminole County. Due to the variation in file sizes from camera to camera, we will recommend the best operational parameters and camera settings to optimize storage capacity based upon industry guidelines and current storage technology. Nonetheless, the video quality will be far superior to current standards.

10. The maintenance contract for the first two years was declined, therefore only the NEW components provided as part of the system install will be covered by the two year warranty. However, the extended warranty was accepted starting in year two and three and ending after year four. This warranty will cover all new and existing components, EXCEPT the electrified exit devices.

The warranty for year three and four is not added into this proposal. These figures are provided for Reference Only and available at the later date.

11. Additionally the complete Total System Investment calculation will be adjusted to include Seminole County's 'Owner Direct Purchase' discounts on approximately 80% of the overall equipment purchase, upon agreement of all qualifying equipment.





## Scope: Access Control

### Computers

#### Computer #1 3rd Floor Datacenter Rack

Rackmount

Computer: Special Item See Notes

Operating System: Included in System

Access Control Software: ReadyKeyPro - RKP6200-S32 - *READER SERVER SOFTWARE LICENSE ON CDROM*

UPS: Provided by Customer

Software Option: ReadyKeyPro - RKP6210-32 - *32-64 READER UPGRADE*

Misc: (7) ReadyKeyPro - RKP6210-CLPRO *Readykey PRO Client License for PRO Level System*

Misc: (4) ReadyKeyPro - RKP6210-64PLUS *Readykey PRO Software Upgrade - add 65 readers to 129 plus system*

Misc: (1) ReadyKeyPro - RKP6210-PROLIC *Readykey PRO License Upgrade to PRO Level above 128*

Misc: (1) Bosch Security Systems - GA - RKP6210-SUSP-PRO *Readykey PRO Software Support for PRO Level Systems*

Misc: (1) ReadyKeyPro - RKP6210-64 *Readykey PRO Software Upgrade 64 to 128 Doors*

Misc: (2) ReadyKeyPro - RKP6210-CPID *PHOTO ID CLIENT SOFTWARE LICENSE ON CDROM*

Notes: New server (by SCSO) with RAID1 on O/S and application and RAID5 on the database (total of 5 HDDs).



## Scope: Access Control

### Access Control Panels

#### Access Panel #1 TEL 1-115

Control: (1) ReadyKeyPro - LNL-1000 - *Intelligent System Controller, max 32 devices,*

Batteries: (1) ELK Products - 12V18AH - *Battery, 12Volt 18AH*

Misc: (1) ReadyKeyPro - LNL-ETHLAN - *MICRO SERIAL SERVER FOR ETHERNET, 120 VAC*

Misc: (1) ReadyKeyPro - RK-AL400ULX - *ENCLOSURE W/UL POWER SUPPLY, 12VDC or 24VDC 3.5*

Notes: 120V power to ACP and Power Supplies to be provided by Seminole County Facilities.  
Mount new panel to existing wall space adjacent to new door power supply(ies).

#### Access Panel #2 TEL 2-123

Control: (1) ReadyKeyPro - LNL-1000 - *Intelligent System Controller, max 32 devices,*

Batteries: (1) ELK Products - 12V18AH - *Battery, 12Volt 18AH*

Misc: (1) ReadyKeyPro - LNL-ETHLAN - *MICRO SERIAL SERVER FOR ETHERNET, 120 VAC*

Misc: (1) ReadyKeyPro - RK-AL400ULX - *ENCLOSURE W/UL POWER SUPPLY, 12VDC or 24VDC 3.5*

Notes: 120V power to ACP and Power Supplies to be provided by Seminole County Facilities.  
Mount new panel to existing wall space adjacent to new door power supply(ies).

#### Access Panel #3 TEL 3-127

Control: (1) ReadyKeyPro - LNL-1000 - *Intelligent System Controller, max 32 devices,*

Batteries: (1) ELK Products - 12V18AH - *Battery, 12Volt 18AH*

Misc: (1) ReadyKeyPro - LNL-ETHLAN - *MICRO SERIAL SERVER FOR ETHERNET, 120 VAC*

Misc: (1) ReadyKeyPro - RK-AL400ULX - *ENCLOSURE W/UL POWER SUPPLY, 12VDC or 24VDC 3.5*

Notes: 120V power to ACP and Power Supplies to be provided by Seminole County Facilities.  
Mount new panel to existing wall space adjacent to new door power supply(ies).



## Scope: CCTV

### Video Head End

#### Head End #1: JJC Security Office

Desktop

- (1) Axis Communications - Axis 291 3 Blade Chassis - 1U Video Server Rack Mount Chassis, 3 slots
- (22) Genetec USA, Inc. - Om-E-100-42 - 1 Camera connection, enterprise, 100 cameras to 499 cameras
- (2) Axis Communications - Axis Q7406 - Q7406 Six Channel Video Server Blade - H.264, 30 fps at 4CIF all channels
- (1) Axis Communications - Axis 295 Joystick - Axis 295 USB Video Surveillance Joystick

Notes: Security Monitoring Location

Existing DVR Location.

#### Head End #2: SO/PS Equipment Rm. 3-193

Desktop

- (2) Axis Communications - Axis 291 3 Blade Chassis - 1U Video Server Rack Mount Chassis, 3 slots
- (2) Axis Communications - Axis 295 Joystick - Axis 295 USB Video Surveillance Joystick
- (6) Axis Communications - Axis Q7406 - Q7406 Six Channel Video Server Blade - H.264, 30 fps at 4CIF all channels

Notes: New wall mount rack location for Verint encoders.

#### Head End #3: SO/PS Third Floor Data Center

Rackmount

- (1) Genetec USA, Inc. - Om-E-Base-42 - Omnicast Enterprise 4.1, Incl 8 cams, 4 users, maps, audio, web, 1 kbd, 1 VM, etc.
- (28) Genetec USA, Inc. - Om-E-100-42 - 1 Camera connection, enterprise, 100 cameras to 499 cameras

Notes: RKP and Omnicast Server Locations.

#### Head End #4: SO/PS Control Room

Rackmount

- (2) Axis Communications - Axis Q7900 Rack - Axis Q7900 Rack for 14 video server blades, dual Redundant PS
- (24) Axis Communications - Axis Q7406 - Q7406 Six Channel Video Server Blade - H.264, 30 fps at 4CIF all channels
- (144) Genetec USA, Inc. - Om-E-100-42 - 1 Camera connection, enterprise, 100 cameras to 499 cameras

Notes: Existing racks(3). Location for existing DVRs and matrix switch.



## Scope: CCTV

### CCTV Power Supplies

#### Power Supply #1 Third Floor Data Center

(1) Altronix - R248ULCB - *Altronix Power Supply, 24 VAC @ 3.5 Amp, 8 PTC Outputs, 2U Rack Mount, UL Listed*

### Camera Location

#### Camera #1 TBD (evidence room 1)

Camera to view: TBD

Camera: Panasonic, Fanok PSDI - WV-NS202A - *i-Pro Network PTZ Camera, SDIII, Day-Night, Progressive Scan, 22X zoom*

Other notes regarding this camera: New IP camera power over Ethernet from PoE injector/switch furnished by Seminole County.

#### Camera #2 TBD (evidence room 2)

Camera to view: TBD

Camera: Panasonic, Fanok PSDI - WV-NS202A - *i-Pro Network PTZ Camera, SDIII, Day-Night, Progressive Scan, 22X zoom*

Other notes regarding this camera: New IP camera power over Ethernet from PoE injector/switch furnished by Seminole County.

#### Camera #3 TBD (computer room)

Camera to view: TBD

Camera: Panasonic, Fanok PSDI - WV-NW484S - *iPro network mini-dome, vandal proof, SDIII, Day-Night, POE, 540 TVL*

Other notes regarding this camera: New IP camera power over Ethernet from PoE injector/switch furnished by Seminole County.

#### Camera #4 TBD (main lobby)

Camera to view: TBD

Camera: Panasonic, Fanok PSDI - WV-NS202A - *i-Pro Network PTZ Camera, SDIII, Day-Night, Progressive Scan, 22X zoom*

Other notes regarding this camera: New IP camera power over Ethernet from PoE injector/switch furnished by Seminole County.



## EXHIBIT B

SiteSecure, Inc.  
627 Progress Way  
Sanford, FL 32771  
Tel: 407-328-5220  
Toll Free: 877-748-3123  
Fax: 407-328-8346  
Toll Free Fax: 1-877-748-3122  
www.SiteSecure.com

February 12, 2009

Seminole County  
Attn: Purchasing and Contracts Division  
1101 E. 1<sup>st</sup> Street, Room 3208  
Sanford, FL 32771

**RE: RFP-600511-08/TLR – Access Control & CCTV System Replacement**  
**Subject: Best and Final Offer**

Dear Selection Committee Members:

On behalf of our project team, we would like to thank you for allowing us the opportunity to submit our proposal for the above-mentioned project. We appreciate the time and thoughtfulness of your efforts to secure the most qualified team for this project. This cover letter provides the basic understanding of the overall project and outlined as follows:

The CCTV and Access Control Systems of the existing judicial buildings will be combined into a unified platform using the County's existing network infrastructure.

The project will replace the access control system in the SO/PS building with a new Bosch ReadyKey PRO (RKP) system. The scope of the project will also convert the existing Lenel OnGuard ACS in the CJC to the "new" Bosch RKP and combine the systems into one centrally managed database. This conversion will also absorb the existing access controlled doors in the JJC and Civil Courthouse. The result will be a "one-card" solution for the three judicial buildings on Bush Blvd as well as the Civil Courthouse in downtown Sanford. The project scope will also replace the video "head-ends" in the CJC, JJC and SO/PS with an IP video platform using Genetec Omnicast software. This conversion will provide for a centrally managed CCTV system that will eliminate the existing proprietary digital video recorders in each building and replace them with centralized data storage in the existing server room on the 3<sup>rd</sup> floor of the SO/PS building. The new system will allow for full resolution digital recording for 2 weeks or more using the County's existing SAN or new specialized digital storage media.

The attached Proposal 1150-3 provides a detailed breakdown of the overall project.

- General Description of the project including the technical and logistical implementation.
- Access Control, CCTV and associated Equipment provided and installed by Site Secure.
- Financial Summary of the total Equipment, Materials and Labor provided by Site Secure.

To further clarify our understanding of the best and final proposal and clarification of the project based on pre-award meetings with Seminole County Information Technologies, the Sheriff's Office, Project Management and Site Secure:

Seminole County has opted not to include the One Year Service Contract at this time.

The list of deductibles totaling \$198,487 included \$52,655.80 of owner furnished equipment and approximately \$145,831.20 of equipment to be purchased through the Sales Tax Recovery (ODP) program (Resolution No. 96-R-177).

361,978.00	Equipment & Installation
+ 5820.00	1000 Access Cards
+ 41,115.00	Alternate JJC
<u>408,913.00</u>	SUB TOTAL
- (52,655.80)	Owner Furnished Equipment
<u>356,257.20</u>	Contract Price
(13,894.09)	Approx. Tax Savings
<u>342,363.20</u>	Cost of Project



After execution of a service contract, SiteSecure will also implement 24-7 tier 1 service response with a 4-hour response time for requested service issues. SiteSecure will continue to strive to provide same business day response on all service and warranty issues. We will also maintain a cache of spare parts at the County's facilities for use in these service requests.

Upon issuance of a letter of intent to award this contract to SiteSecure, we will begin assembling all required design, construction and permit documentation. We estimate that all required permit documents would take approximately 3 weeks to complete.

We look forward to continuing our positive working relationship with Seminole County on this important project.

Sincerely,

R. Andrew Bowman, P.E.  
Vice President, Engineering  
SiteSecure, Inc.

**REVISED  
Price Proposal**

**PROJECT: PUBLIC SAFETY/SHERIFF BUILDING SECURITY SYSTEM REPLACEMENT**

**COUNTY CONTRACT NO. RFP-600511-08/TLR**

**The Contractor shall be responsible for all labor, materials, equipment, transportation, coordination, incidentals and reimbursable expenses necessary for this project.**

Equipment and Installation including  
proposed warranties, As-built drawings and  
Operation Manuals  
(Attach Unit Price breakdown)  
(Do not include items listed below)

\$ 361,978.00

Door \$ + 3,621.00 each  
(Hardware, wiring, controller, programming, etc.)

One Year Service Contract \$ + 35,642.00

1000 cards \$ + 5,820.00

Less Deductibles (\$ - 198,487.00)  
(List on separate attachment)

**TOTAL AMOUNT OF DELIVERABLES: \$ 208,574.00**

On-site training: \$ 1,400.00  
Including DVD recording

Warranties:  
2<sup>nd</sup> Year \$ 35,642.00 3<sup>rd</sup> Year \$ 42,528.00 4<sup>th</sup> Year \$ 49,413.00

**ADD-ON ALTERNATE: \$ 41,115.00**

The Juvenile Justice Center (JJC) as an additional remote site to the CJC on the Lenel Access Control System (located at the CJC), and replace and or refurbish the existing CCTV system with a new system capable of providing full seamless integration with the existing CCTV systems at the Criminal Justice Center (CJC) and the Sheriff/Public Safety Building (PSB).  
Including a total of 20 cameras for this project.

SITE SECURE, INC.

(Name of PROPOSER)

VICE PRESIDENT - ENGINEERING

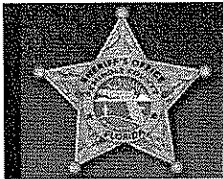
(Title of person signing FORM)



(Signature of person signing FORM)

R. ANDREW BOWMAN

(Printed name of person signing FORM)



Seminole County Sheriff's Office  
RFP – 600511-08/TLR Access Control & CCTV System Replacement

Best and Final Offer – Attachments

ATTACHMENT – Single Door Addition

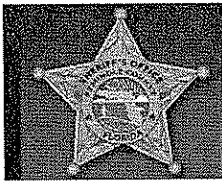
The information provided below is representative of a typical single door addition to an assumed system at the Sheriff's Office / Public Safety Building. For this exercise, we have assumed that sufficient space exists on the Intelligent System Controller (ISC) for the designated floor and that the new power supply and reader interface will be located adjacent to the ISC. We have assumed up to 200 ft. of cabling to be installed to the door for connection of the associated devices. The locking hardware selected should be compatible with the majority of interior doors with hollow metal frames and accessible ceiling on the secured side of the door. The labor rates and material/equipment markup are based upon the active Continuing Services Agreement (RFP-4214-04/TLR).

Qty.	Part No.	Description	Price Ea.	Extended Price
1	ARD-R40	ICLASS SWITCHPLATE READER	\$172.98	\$172.98
1	RK-AL400ULX	ENCLOSURE W/UL POWER SUPPLY, 12VDC or 24VDC 3.5	\$393.79	\$393.79
1	LNL-1300	SINGLE READER INTERFACE MODULE, 12 VDC	\$296.95	\$296.95
1	DS160	REX PIR (white) DR monitor, sounder & on board timer	\$75.30	\$75.30
1	4500-630	HES 4500 electric strike, 12/24 VDC, Stainless Steel, Fail Secure	\$256.34	\$256.34
200	638AFS - IDS PLNM	IDS PLENUM COMPOSITE CABLE	\$1.76	\$352.00
16	Labor-Installation	Installation Labor	\$78.77	\$1,260.32
6	Field Engineer Labor Hours	Field Engineer Labor	\$94.99	\$569.94
2	Pre-Sale Engineering	SiteSecure Pre-sale Engineering and Design	\$121.63	\$243.26

Per Door Unit Price for the installation and programming of a single access controlled door. This price includes cabling to the door from the nearest controller, power supply, card reader, electric strike and PIR REX device. This scope of work is not representative of all door types but might be typical for an interior door. SCFM is responsible for connecting 120v power to power supply if required.

**Subtotal:** \$3,620.88

**Amount Due:** \$3,620.88



## ATTACHMENT -- One Year Service Contract

SiteSecure, Inc. has been working with a number of clients in the Central Florida Area providing full service maintenance, test and inspection services for their Fire Alarm and Security Systems. Our Service Department utilizes the Building Reports.com interface to document all tests and inspections to insure a complete and accurate record of all PM services. Facilities Maintenance personnel should be familiar with the value this system adds to the scope of services. By bar coding the major devices for the ACS and CCTV systems, Building Reports.com provides a clear and concise audit of the system for each inspection interval, allowing the SCFM personnel to identify the status of the system at a glance.

Included within are the standard terms and conditions of the PM, Test and Inspection agreement services that we perform for Tom Owens of Environmental Services and are representative for what we propose to provide for the Sheriff's Office Public Safety Building. **Note that these costs INCLUDE the annual Software Maintenance Agreement for the Omnicast NVMS platform and the required Software Support Agreement for the ReadyKey PRO system.**

The **first year** PM, Test and Inspect agreement for the Access Control and CCTV systems for the SO/PS building **INCLUDING** the scope of work for replacing the CCTV system at the CJC is **\$ 35,642.00 (Thirty-five Thousand Six Hundred Forty-two Dollars)**. This price includes the extended warranty for all existing security and CCTV components except for any electro-mechanical exit devices (strikes and maglocks are included).

The ADD ALTERNATE **first year** PM, Test and Inspect agreement for the Access Control and CCTV systems for the Juvenile Justice Center is **\$ 3,220.00 (Three Thousand Two Hundred Twenty Dollars)**. This price includes the extended warranty for all existing security and CCTV components except for any electro-mechanical exit devices (strikes and maglocks are included). If the County elects to include this Add Alternate in the project, the costs for year two = \$3,220.00; year three = \$ 4,025.00; and year four = \$4,830.00.

Regarding the blanks for the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> year warranties, we have included this warranty support as an extension of the PM, Test and Inspection agreement as well. We will not extend the warranty on the system without also providing the PM, T&I services for the same time period. The bid form fields include the services as outlined above as well as the extended warranty.



Seminole County Sheriff's Office  
RFP – 600511-08/TLR Access Control & CCTV System Replacement

**Best and Final Offer – Attachments**

**ATTACHMENT – Card Purchase Option**

SiteSecure, Inc. worked with Seminole County Administrative Services and Environmental Services five years ago to create a standard credential to be used for access control "badges" throughout the county. The result of this collaboration was an HID Corporate 1000 format iClass credential that includes a custom Optically Variable Device (OVD) embedded into the card. This OVD is essentially a secure hologram located on the card such that the image is visible through the employee photo and text information. This format and logo are proprietary to Seminole County through the Corporate 1000 Format Agreement with HID Global and can only be purchased by Seminole County through authorized integrators or distributors. The quotation listed below is consistent with the "cost plus markup" agreement through RFP-4214-04/TLR and has remained the same for the last several card purchases made by Seminole County.

Qty.	Part No.	Description	Price Ea.	Extended Price
1000	2002 - Seminole	Seminole Co Corp 1000 i-Class cards 16k16 w/OVD	\$5.82	\$5,820.00

# Quotation

Access Control Credentials, HID iClass with Custom OVD Hologram #110255. Seminole County Corporate 1000 Format #H50490. Please note that typical delivery is around 8 weeks from order date.

**Subtotal:** \$5,820.00

**Amount Due:** \$5,820.00

## ATTACHMENT – Owner Furnished and Direct Purchased Equipment

SiteSecure, Inc. has a great deal of experience in administrating the Owner Direct Purchase of hardware associated with our security improvement projects. We have established the relationship with Anixter, Inc. through which the vast majority of hardware and software required to complete the scope of this project can be direct-purchased by Seminole County through their existing tax exempt Anixter account. Additionally, the systems that we propose to use for this project are based on open standards and are hardware agnostic. This means that the IT infrastructure used to deploy this project (network switches, fiber optic transceivers, servers, storage, workstations and monitors) can all be purchased or leased through the County's existing accounts and vendor agreements.

We have outlined below two separate lists of equipment. The first list of equipment is what we refer to as Owner Furnished Equipment. This list includes the performance specifications on which we based the selection of the required hardware. The value of this equipment including sales tax has been identified in this list. The County has the option to purchase or lease any brand of hardware that meets the project specifications. Any savings earned through this process (both sales tax and "buyout") is to the County's advantage.

The second list of equipment is what we refer to as the Owner Direct Purchase Bill of Material. This list of material includes the applicable sales tax but can be Direct Purchased from Anixter through the County's tax exempt account. The tax savings realized by this purchase is to the County's advantage.





### Owner Furnished Equipment

Qty.	Description
1	NVR Directory/Archive Server with 6TB total of on-board RAID 5 Storage
1	NVR Archive Server with 2.5 TB of total on-board RAID 5 Storage
2	Video Management Workstations; one with dual monitor card for security desk
2	Managed Network Switches, 24 port
2	Gigabit SFP Ethernet Transceivers, SM fiber
4	20" Flat Panel Monitors, based on the HP LP2065 monitor
1	Access Control System workstation for badging application
2	Wall-mount LCD monitor mounts for security workstation

- Video Management and Access Control System workstation specifications as recommended for this application:
  - Intel® Core®2 Extreme 2.93 GHz, 4 MB Cache, 1066 MHz FSB
  - 2.0 GB of RAM
  - 250 GB of storage or more
  - 256 MB x16 nVidia Quadro FX3450 dual-head, or better
  - 1600 x 1200 or higher screen resolution
  - 10/100/1000 Ethernet Network Interface Card
  - 16x DVD+/-RW drive
  - Sound card
- Omnicast Archiver specifications as recommended for this application:
  - 2x Dual Core Intel® Xeon® 5160, 3.00 GHz, 4 MB Cache, 1333 MHz FSB
  - 4 GB of RAM
  - 80 GB hard drive for OS and Omnicast applications
  - Additional hard drive(s) for video storage
  - Standard SVGA video card
  - 800 x 600 or higher screen resolution
  - 10/100/1000 Ethernet Network Interface Card
  - DVD ROM drive
  - Microsoft® Windows Server® 2003 Standard Edition SP1/SP2/R2 32-bit/64-bit **OR**
  - Microsoft® Windows Server® 2003 Enterprise Edition SP1/SP2/R2 32-bit/64-bit
- The network switches are based on the HP ProCurve® 2800 series network switches. The model used in our proposal was the 2824, which provided gigabit speeds per port with SFP uplink capabilities for connectivity to other switches. It also provided layer 3 web management features for advanced network functions, if required.

The lump sum deduct for the Owner Furnished Equipment listed above is \$52,655.80



**Seminole County Sheriff's Office**  
**RFP – 600511-08/TLR Access Control & CCTV System Replacement**

**Best and Final Offer – Attachments**

**Owner Direct Purchase Materials List**

<u>Qty</u>	<u>Make - Model</u>	<u>Description</u>	<u>Cost Per Unit</u>	<u>Total</u>
4	HES, Inc.	4500-630 Electric Strike, 12/24VDC, Stainless	\$218.82	\$875.28
4	Bosch	DS160 PIR REX, white with monitor/sounder	\$64.28	\$257.12
1	Bosch	RKP-SUSP-PRO Software Support Agreement	\$2,600.00	\$2,600.00
1	Bosch	RKP6210PROLIC ReadykeyPRO PRO LEVEL	\$5,346.28	\$5,346.28
7	Bosch	RKP-6210-CLPRO	\$1,377.00	\$9,639.00
1	Bosch	RKP6200-32 Server Software License on CDROM	\$639.22	\$639.22
1	Bosch	RKP6210-32 32-64 Reader Upgrade	\$1,280.65	\$1,280.65
1	Bosch	RKP6210-64 65-128 Reader Upgrade	\$1,432.73	\$1,432.73
3	Bosch	RKP6210-64PLUS add 65Readers to 129+	\$1,432.73	\$4,298.19
2	Bosch	RKP6210-CPID RKP Client License for Photo ID	\$460.68	\$921.36
1	Bosch	RKP-CHROMKEY Backdrop for Photo ID	\$434.23	\$434.23
37	ReadyKeyPro-LNL-1320	DUAL READER INTERFACE MODULE, 12 VAC	\$422.00	\$15,614.00
7	ReadyKeyPro-RK-AL400ULX	Enclosure with UL Power Supply, 12 or 24VDC,	\$336.14	\$2,352.98
3	ReadyKeyPro-LNL-ETHLAN	Ethernet Micro-Serial Server	\$654.00	\$1,962.00
4	Axis Communications	1 Port POE Injector	\$64.61	\$258.44
4	Axis Communications	291 - Encoder Chassis, 3 Blade rack mount	\$320.20	\$1,280.80
30	Axis Communications	Q7406 Video Server Blade, 6 Port H.264	\$280.07	\$8,402.10
2	Axis Communications	Q7900 Video Server Rack, 14 Slots, Rack Mount	\$1,202.95	\$2,405.90
2	Axis Communications	295 Video Surveillance Joystick, USB	\$280.07	\$560.14
3	Panasonic	WV-NS202A i-Pro Network PTZ Camera, Progressive Scan 22x zoom	\$1,064.65	\$3,193.95
1	Panasonic	WV-NW484S i-Pro Network mini dome camera	\$907.36	\$907.36
1	Genetec USA, Inc.-Om-E-100-42	Omnicast Enterprise 4.2, Base Package	\$4,283.64	\$4,283.64
172	Genetec USA, Inc.-Om-E-100-42	1 Camera connection, enterprise, 100 cameras to	\$197.95	\$34,047.40
1	Genetec USA, Inc.-Om-E-1A100-42	100 Camera/10Tbyte Archiver (cam connections	\$2,029.79	\$2,029.79
1	Genetec USA, Inc.-Omnicast SMA - Std	Omnicast Standard Software Maintenance Agreement - Annual	\$6,054.00	\$6,054.00
74	HID CorporationAP-6120AKN0003	ICLASS R40, READ ONLY, BLACK, CABLE,	\$116.10	\$8,591.40

ODP Total: \$168,254.74

## **DIRECT PURCHASE TAX SAVINGS PROGRAM**

**SALES TAX RECOVERY.** Sales Tax Recovery Resolution No. 96-R-177 will apply when deemed to be in the best interest of the County and as specified in the Purchasing Code, Section 22.213. These purchases shall be exempt from the County's Purchasing Code, preserving the sales tax exemption to the benefit of Seminole County. For construction projects that the material purchased is greater than one million dollars, staff should evaluate using the Sales Tax Recovery Program, providing that sufficient savings can be achieved. The procedures to be followed are:

(1) The Contractor will include the cost of all construction materials and equipment in its Bid Price. The Bid Price will also include all Florida State sales taxes normally applicable to such materials and equipment. If the County elects to make sales tax recovery purchases, the responsibilities of the County and the Contractor shall be governed by this Section. All clerical, administrative, management, supervisory, inspection handling, storage, and other costs necessary for the Contractor to comply with Sales Tax Recovery are included in the Bid Price.

(2) The Contractor shall require major subcontractors to comply with these procedures.

(3) The Contractor shall furnish County with a Requisition identifying each item of material or equipment to be purchased by the Contractor for the project. This form shall be acceptable to the Project Manager and Engineer of Record. The Requisition shall include:

- The name, address, telephone number and contact person for the supplier.
- Manufacturer or brand, model or specification number of the item.
- Quantity needed as estimated by the Contractor or its Subcontractors and Suppliers.
- The price quoted by the Supplier for the material or equipment in question.
- Any sales tax associated with such quote.
- Shipping, handling and insurance costs.
- Delivery date as established by the Contractor or its Subcontractors and Suppliers.

- Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the County.
- Statement with the submittal control number that materials have been reviewed and approved by Architect or Engineer during the shop drawing submittal process.

(4) Promptly upon receipt of a Requisition, the County shall determine which items to purchase under Sales Tax Recovery. The Contractor will be notified of those items the County does not choose to purchase and becomes responsible for their purchase. The County will award a Purchase Order for the items which the County chooses to purchase. The Purchase Order shall require that the supplier provide shipping and handling insurance. The Purchase Order shall also require the delivery on the dates provided on the Requisition. A copy of each Purchase Order will be sent to the Contractor to verify that items ordered are in accordance with the required terms and delivery dates.

(5) The Contractor shall prepare and the County shall execute deductive Change Orders to reflect purchases made by the County. The amount of the deduction shall be based on the Purchase Order amount plus sales tax avoided. These Change Orders must be executed before the related Purchase Order will be paid.

(6) Nothing in this Section shall alter or modify the procedures for submission of shop drawings and other submittals by the Contractor.

(7) The Contractor shall be fully responsible for the receipt and acceptance of Sales Tax Recovery Items. At a minimum, the Contractor shall verify correct quantities, verify documentation, coordinate and expedite delivery, obtain and verify warranties required by the Contract Documents, inspect and accept each item at the time of delivery, unload, handle and store the item. Sales Tax Recovery purchases by the County in no way relieves the Contractor of compliance with specification requirements, coordination, protection, scheduling or warranty.

(8) As Sales Tax Recovery Items are delivered to the job-site, Contractor shall visually inspect all shipments, and approve the supplier's shipping documents and invoice. The Contractor shall assure that each delivery document identifies the Purchase Order against which the delivery is made. The Contractor will forward approved invoices to the County's Representative for payment.

(9) The Contractor shall inspect Sales Tax Recovery items prior to acceptance. If the Contractor discovers defective or non-conforming items, it shall not utilize such items in the Project, shall promptly notify the County, and shall assist the County in obtaining repair or replacement of the item. The Contractor shall be fully responsible if it fails to perform such inspection or otherwise accepts defective or non-conforming material or equipment. The Contractor shall ensure that materials requisitioned have been reviewed by the Architect and comply with specifications.

(10) The Contractor warrants Sales Tax Recovery Items the same as all other materials and equipment furnished by the Contractor and nothing in this Section shall alter or modify the Contractor obligations under the Contract relative to warranties.

(11) The Contractor shall purchase and maintain Builder's Risk insurance sufficient to protect against loss of or damage to Sales Tax Recovery Items. Such insurance shall cover the full value of any Sales Tax Recovery Items not yet incorporated into the Project starting from the moment of material delivery to the project site.

(12) The Contractor shall be liable for any interruption or delay in connection with Sales Tax Recovery Items.

(13) The Contractor shall provide the County's Representative with a monthly report documenting the amount and nature of Sales Tax Recovery Items accepted by the Contractor. The Contractor shall match all material and equipment to purchase orders, invoices, delivery tickets, and inspection and acceptance reports. The Contractor shall also obtain lien waivers and other releases from suppliers. Upon receipt of appropriate documentation from the Contractor, payments will be made directly by the County to the appropriate supplier in accordance to the Purchase Order's terms and conditions.

(14) The Contractor shall maintain records of all County Sales Tax Recovery purchase items incorporated into the Work. These records shall be available for inspection by the County upon request.





**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM****SUBJECT:** Annual Community Service Block Grant (CSBG) Contract Modification**DEPARTMENT:** Community Services**DIVISION:** Community Assistance**AUTHORIZED BY:** Michele Saunders**CONTACT:** Shirley Davis-Boyce**EXT:** 2363**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Community Services Block Grant (CSBG) contract modification with an additional award amount of \$15,831.00 to the original award of \$230,521.00 for a total amended contract award of \$246,352.00 granted by the State of Florida Department of Community Affairs. Approval of an additional \$3,166.00 cash match is required.

County-wide

Shirley Davis-Boyce

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**BACKGROUND:**

On June 24, 2008, the Board of County Commissioners accepted the Community Services Block Grant (CSBG) award in the amount of \$230,521. A 20% County funded match was also required, which consists of a cash match of \$20,319 and an in-kind match of \$25,786 for a total match of \$46,105. In February 2008, the County Division of Community Assistance was notified by the State of Florida Department of Community Affairs (DCA) of the availability of additional CSBG awards. The additional CSBG awards consist of \$3,823 from FY2007-08 carryover funds and a \$12,008 from FY2008-09 base award increase, for a total of \$15,831. The \$12,008 increase brings the FY2008-09 CSBG base award to \$242,529. The combined CSBG award received from DCA for the current year contract will be \$246,352. The increase in grant funding will be used to increase the number of County residents that can receive rental assistance and help sustain housing for residents working toward completing their educational and employment goals.

The current year contract modification also reflects an additional in-kind contribution of \$6,444 from the Work Force of Central Florida sub-lease of office space in the Department of Community Services' office to serve CSBG clients and other County residents. When added to the \$25,786 in-kind contribution listed in the original submission, it results in the cash-match contribution being reduced from \$20,319 to \$17,042. The \$15,831 increase in funding would normally require an additional \$3,167 of matching contributions.

**STAFF RECOMMENDATION:**

Staff recommends to approve and authorize the Chairman to execute the CSBG contract modification with an additional award amount of \$15,831.00 to the originally approved \$230,521.00 contract amount for an amended awarded amount of \$246,352.00 from The Department of Community Affairs; and the approval of the additional \$3,166.00 cash match.

**ATTACHMENTS:**

1. Approved Agenda Item
2. Agreement
3. Agreement
4. Agreement

**Additionally Reviewed By:**

- ☒ County Attorney Review ( Susan Dietrich )
- ☒ Budget Review ( Betty Segal, Lin Polk, Lisa Spriggs )

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Sublease for Office Space at Community Services Reflections with Workforce Central Florida

**DEPARTMENT:** Administrative Services

**DIVISION:** Support Services

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Lorraine Hajeski

**EXT:** 5250

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Sublease for Office Space at Community Services Reflections with Workforce Central Florida.

District 5 Brenda Carey

Meloney Lung

**BACKGROUND:**

In June, 2006, the Board of County Commissioners (BCC) approved a six (6) year lease for Community Services offices at the Reflections Plaza on West Lake Mary Boulevard in Sanford. The County lease with the landlord, Reflections of Seminole County, LLC, extends through 2012.

The term of the sublease is two (2) years, effective September 1, 2008, with one automatic one-year renewal at the option of the County. These offices are approximately 360 square feet of space. During the first year of sublease, the County's lease payment is based on \$17.90/sq. ft. (a value of \$6,444 for the three offices); the second year of the sub-lease: \$18.30/sq. ft. (a value of \$6,588); the third year (auto-renewal period): \$18.70/sq. ft. (a value of \$6,732).

Payment for the three offices is provided through "In-Kind Service." Workforce Central Florida (WCF) would serve the Welfare Transition population in Seminole County. WCF plans to have 2- 3 Welfare Transition Case Managers work at this location. Seminole County residents in the Welfare-to-Work program will have local access to services with this nearby satellite location. (The WFC office is located in East Orlando.) WCF staff will provide employment training seminars on an itinerant schedule at the Reflections location. Classes will be offered to the general public. Workforce Central Florida will pay \$25 per phone per month plus charges for any long distance calls made by their staff.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute the Sublease for Office Space at Community Services Reflections with Workforce Central Florida.

**ATTACHMENTS:**

1. SubleaseCommunity Services Reflections - Workforce Central Florida
2. Agreement

**Additionally Reviewed By:**

☐ County Attorney Review ( Ann Colby )

**SUBLEASE AGREEMENT  
COMMUNITY SERVICES OFFICES AT REFLECTIONS**

THIS SUBLEASE AGREEMENT is made and entered into this 2 day of Sept., 2008, by and between **WORKFORCE CENTRAL FLORIDA**, whose address is 1097 Sand Pond Road, Suite 1009, Lake Mary, Florida 32746, hereinafter referred to as "SUB-LESSEE", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "SUB-LESSOR".

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

**WHEREAS**, the SUB-LESSOR currently leases space at a certain building known as Reflections of Hidden Lake, located at 534 W. Lake Mary Boulevard, Sanford, Florida 32773; and

**WHEREAS**, on July 17, 2008, the SUB-LESSOR's landlord, Reflections of Seminole County, LLC, gave written permission for the SUB-LESSOR to sublease three (3) offices in the Community Services space at Reflections; and

**WHEREAS**, the SUB-LESSOR is desirous of leasing three (3) offices in the Community Services space at Reflections,

**NOW, THEREFORE**, for and in consideration of the promises and mutual covenants and agreements herein contained, the SUB-LESSEE and the SUB-LESSOR agree as follows:

**SECTION 1. LEASED PREMISES.** The SUB-LESSOR does hereby grant to the SUB-LESSEE the exclusive use and occupancy of those three (3) offices located at 532 W. Lake Mary Boulevard, Sanford, Florida 32773,

as more particularly described and as shown on Exhibit A, attached hereto.

**SECTION 2. TERM.** This Sublease Agreement shall be effective as of September 1, 2008, and shall run for a period of two (2) years. At the option of the SUB-LESSOR, this Agreement may be extended for an additional one (1) year term.

**SECTION 3. CONSIDERATION.**

(a) As consideration for the use of the three (3) offices in the Community Services space, the SUB-LESSEE agrees to perform the following services:

(1) To serve the Welfare Transition population in Seminole County by providing a minimum of 2-3 Welfare Transition Case Managers at the subleased premises to provide Welfare-to-Work program services to Seminole County residents.



(2) Provide employment training seminars open to the public at the subleased premises.

(b) In addition to providing use of the premises to the SUB-LESSEE, the SUB-LESSOR agrees to provide phones and phone service to the SUB-LESSEE for use on the subleased premises. The SUB-LESSEE agrees to pay the SUB-LESSOR the sum of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) per month per phone used on the subleased premises, plus the full amount of charge for any long distance calls made from those phones during the sublease term.

**SECTION 4. USE OF SUBLEASED PREMISES.** SUB-LESSEE shall have the exclusive use of the subleased premises for the purpose of conducting the normal business of Workforce Central Florida during the term of



this Sublease Agreement. SUB-LESSEE covenants that it will not use or permit the subleased premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the City of Sanford; it shall not use or keep any substance or material in or about the subleased premises which may vitiate or endanger the validity of the insurance on the building or increase the hazard of risk; and it shall not permit any nuisance on the subleased premises.

**SECTION 5. QUIET POSSESSION.** The SUB-LESSOR shall warrant and defend the SUB-LESSEE in the enjoyment and peaceful possession of the subleased premises during the term of this Sublease Agreement.

**SECTION 6. REMODELING.** The SUB-LESSEE may make no changes or alterations to the subleased premises without the written permission of the SUB-LESSOR.



**SECTION 7. ASSIGNMENT AND SUBLETTING.** The SUB-LESSEE shall not assign or sublet the subleased premises or any part thereof.

**SECTION 8. HOLD HARMLESS/INDEMNIFICATION.** The SUB-LESSEE agrees to fully and completely hold harmless, indemnify and defend the SUB-LESSOR, its commissioners, officers, employees, and agents from and against any and all claims, liability, loss or damage the SUB-LESSOR and anyone claiming under or through the SUB-LESSOR may sustain as a result of claims, demands, costs or judgments arising from, allegedly arising from or related to injury or damages of whatsoever nature to persons or property from any use of the premises. In the event that any consideration is deemed to be required in exchange for this indemnification, then TEN AND NO/100 DOLLARS (\$10.00) of the value of

the consideration granted unto the SUB-LESSEE shall be deemed to have been given.

#### **SECTION 9. INSURANCE.**

(a) SUB-LESSEE is responsible for paying the cost of insurance for the term of this Sublease Agreement. If SUB-LESSEE does not maintain insurance as specified herein, this Sublease Agreement shall be terminated automatically.


(b) The SUB-LESSEE does further agree that, in order to protect itself as well as the SUB-LESSOR, its commissioners, officers, employees and agents under the indemnity agreement provisions hereinafter set forth, the SUB-LESSEE shall provide, pay for, and maintain in force at all times during the term of this Sublease Agreement, and SUB-LESSEE shall specifically protect the SUB-LESSOR by naming the SUB-LESSOR as a named insured on the following policies:

(1) General Liability Insurance. The SUB-LESSEE shall carry occurrence form commercial general liability insurance, including bodily injury, property damage, and fire legal liability in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

(2) Property Insurance. SUB-LESSEE shall carry property insurance on all items of business personal property in an amount not less than \$300,000 per occurrence.

(3) Workers' Compensation/Employers Liability Insurance. SUB-LESSEE shall provide Workers' Compensation coverage for all persons employed by SUB-LESSEE with statutory limits and Employers


Liability insurance in an amount of at least \$500,000 per accident/disease.

(4) Fire Insurance. The SUB-LESSEE covenants and agrees that it will carry during the term of this Sub-lease Agreement fire and extended coverage insurance. Said insurance shall contain a waiver of subrogation by the insurer. In the event the subleased premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenable, as the SUB-LESSEE may determine, the SUB-LESSOR may rebuild or repair such damages or destroyed portions and the obligation of the SUB-LESSEE to pay rent hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable. In the event the SUB-LESSOR elects not to rebuild or repair the leased premises  ~~or shall~~ fail to proceed with such restoration for a period of thirty (30) days after the damage or destruction, then either party may, at its option, cancel and terminate this Sublease Agreement.

(c) Within ten (10) days of the commencement of this Sublease Agreement, the SUB-LESSEE shall furnish to the SUB-LESSOR a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the SUB-LESSOR in such insurance shall not be effective until thirty (30) days after written notice thereof to the SUB-LESSOR. The SUB-LESSOR reserves the right to require a certified copy of such policies upon request.

(d) The maintenance of the insurance coverage set forth herein shall not be construed to limit SUB-LESSEE's liability under the provisions of the indemnification clause set forth in Section 8.

**SECTION 10. CANCELLATION AND TERMINATION.** This Sublease Agreement may be cancelled or terminated by the SUB-LESSOR or the SUB-LESSEE at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party or, at the option of the SUB-LESSOR, immediately in the event any of the terms, covenants or agreements of this Sublease Agreement have been violated.

**SECTION 11. SURRENDER OF POSSESSION.** The SUB-LESSEE agrees to deliver up and surrender to the SUB-LESSOR possession of the subleased premises at the expiration or termination of this Sublease Agreement in as good condition as when the SUB-LESSEE takes possession except for ordinary wear and tear,  alterations permitted under this Sublease Agreement, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

**SECTION 12. WAIVER.** No waiver of any breach of any one or more of the conditions or covenants of this Sublease Agreement by the SUB-LESSOR or by the SUB-LESSEE shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

**SECTION 13. AMENDMENT OR MODIFICATION.** Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Sublease Agreement shall be valid or binding unless expressed in

writing and executed by the parties hereto in the same manner as the execution of this Sublease Agreement.

**SECTION 14. NOTICES.** Whenever either party desires to give notice to the other, notice may be sent to:

**For SUB-LESSOR:**


Seminole County Support Services Division  
200 W. County Home Road  
Sanford, FL 32773

**For SUB-LESSEE:**

Alice Cobb, Chief Operating Officer  
Workforce Central Florida  
1097 Sand Pond Road, Suite 1009  
Lake Mary, FL 32746

**SECTION 15. MISCELLANEOUS.**

(a) This Sublease Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

(b) The SUB-LESSEE shall  comply with the rules and regulations for the premises as set forth from time to time by Reflections of Seminole County, LLC. A copy of all such rules and regulations shall be promptly provided to the SUB-LESSEE by the SUB-LESSOR.

(c) The SUB-LESSEE shall not handle, use, generate, manufacture, store or dispose of hazardous materials in, upon, under or about the subleased premises.

**SECTION 16. ENTIRE AGREEMENT.** This Sublease Agreement contains the entire agreement of the parties and incorporates all prior discussions and references to SUB-LESSEE as an inducement for the SUB-LESSEE to enter into this Sublease Agreement. No representations, inducements, promises or agreements, oral or otherwise, between the

parties not embodied in this Sublease Agreement shall be of any force or effect.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

[ATTESTATIONS CONTAINED ON PAGE 8 OF 8]

WORKFORCE CENTRAL FLORIDA

Paullette Deal  
Witness  
Paullette Deal  
Print Name  
Willie Cooper  
Witness  
Willie COOPER  
Print Name

By: Alice G. Cobb  
ALICE COBB, Chief Operating Officer  
Date: 8/21/08



BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: Maryanne Morse  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.  
For the use and reliance  
of Seminole County only.

By: Brenda Carey  
BRENDA CAREY, Chairman

Date: 9/2/08  
As authorized for execution  
by the Board of County Commissioners  
at their 8/26, 2008  
regular meeting.

Approved as to form and  
legal sufficiency.

Amold McPherson  
County Attorney

AEC/lpk/sjs  
7/29/08, 8/8/08

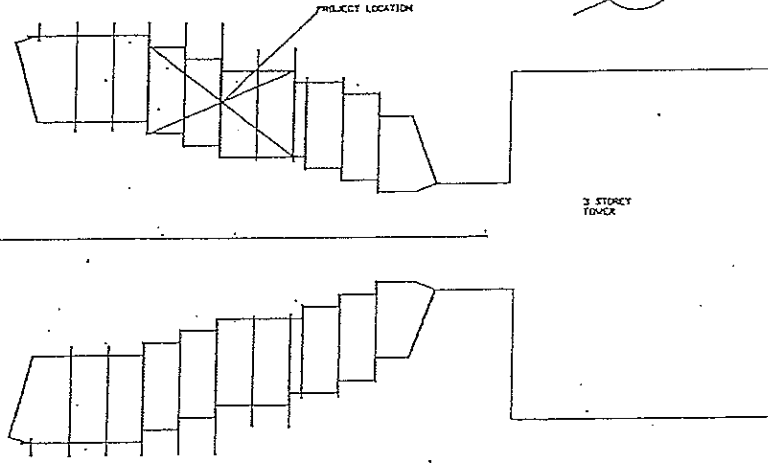
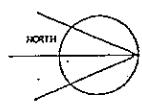
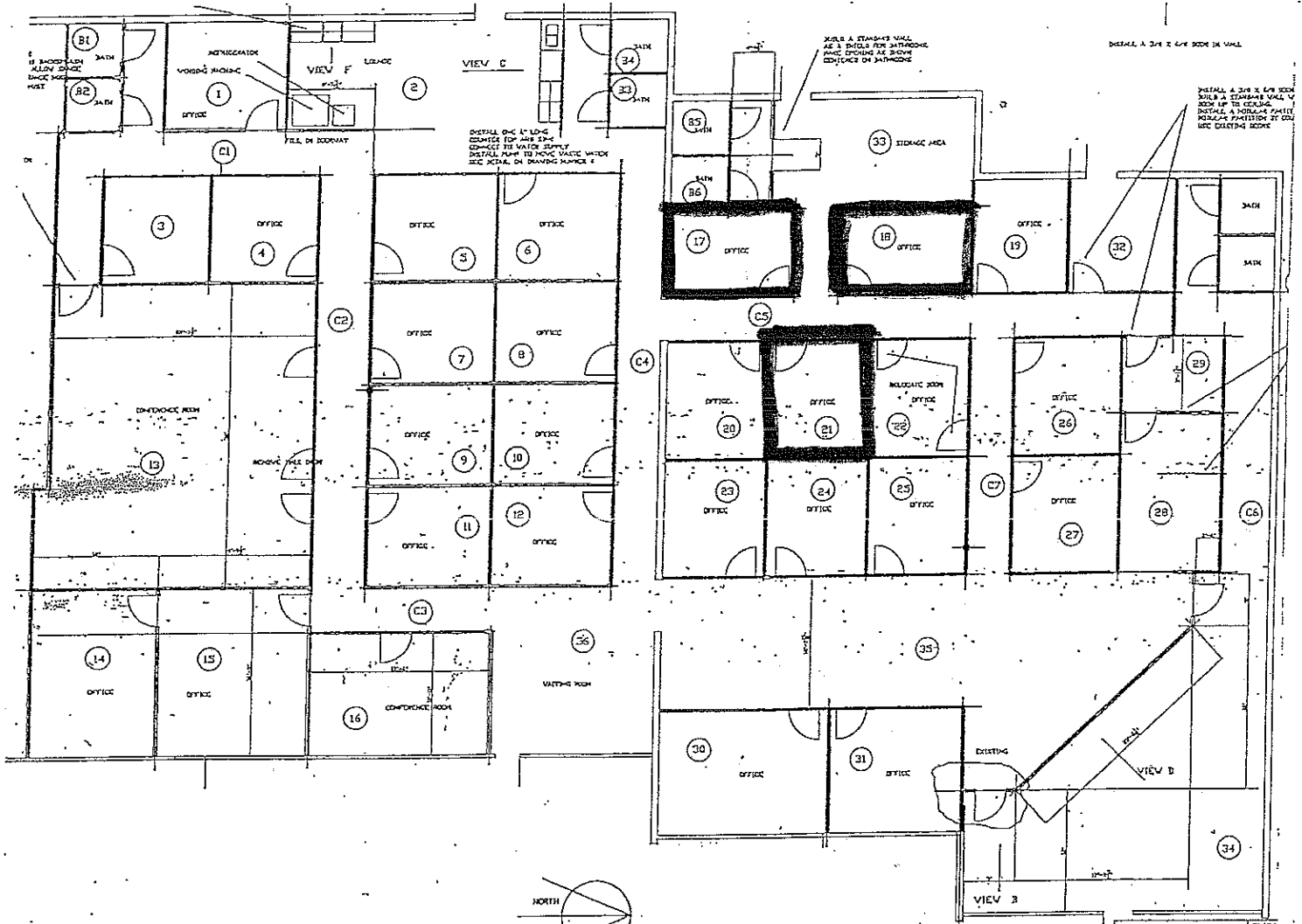
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Attachment:

Exhibit A - Description of subleased premises



**SKETCH OF ONE STOREY WEST SPACE**  
**532 W. LAKE MARY BLVD., SANFORD, FLORIDA 32773**



SITE PLAN

**RECEIVED**

CFDA#: 93.569

Contract Number: 095B-01-06-69-01-029.

COMMUNITY  
ASSISTANCE**FEDERALLY-FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and SEMINOLE COUNTY, (hereinafter referred to as the "Recipient").

**THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:**

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Department has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Department and the Recipient agree to the following:

**(1) SCOPE OF WORK**

The Recipient shall perform the work in accordance with the Budget, Attachment B and Workplan and Quarterly Report Form, Attachment C, of this Agreement.

**(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

The Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment D.

**(3) PERIOD OF AGREEMENT**

This Agreement shall begin upon execution by both parties or October 1, 2008, whichever is earlier, and shall end September 30, 2009, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

**(4) MODIFICATION OF CONTRACT**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget, Attachment B and Workplan and Quarterly Report Form, Attachment C, and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and 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 to this Agreement shows the 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 of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses 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 funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]

and

Department of Community Affairs  
Community Assistance Section  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (submit 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 10<sup>th</sup> Street  
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

**[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

Department of Community Affairs  
Community Assistance Section  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Department has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The



audit must be received by the Department no later than nine months from the end of the Recipient's fiscal year.

**(7) REPORTS**

(a) The Recipient shall provide the Department with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Department.

(b) Quarterly reports are due to the Department no later than 21 working days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are December 31, March 31, June 30, and September 30.

(c) The close-out report is due 45 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Department.

(f) The Recipient shall provide additional reports and information identified in Attachment E.

**(8) MONITORING**

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Workplan is being accomplished and other performance goals are being achieved. A review shall be done for each function or activity in Attachment C to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that 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 to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth in Paragraph (11). However, the

Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Department may, upon thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

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

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Department any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

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

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) Pursuing any of the above remedies will not keep the Department from pursuing any other remedies in this Agreement or provided at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Recipient.

#### (12) TERMINATION

(a) The Department may terminate this Agreement for cause with thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

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

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of

termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Department because of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Department from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Ms. Paula Lemmo, Community Program Manager

Florida Department of Community Affairs

Division of Housing and Community Development

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

Telephone: (850) 488-7541

Fax: (850) 488-2488

Email: [paula.lemmo@dca.state.fl.us](mailto:paula.lemmo@dca.state.fl.us)

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is identified in Attachment A, Recipient Information

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Department for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and

regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Recipient Information

Attachment B – Budget

Attachment C – Workplan and Quarterly Report Form

Attachment D – Program Statutes and Regulations

Attachment E – Reports

Attachment F – Property Management and Procurement

Attachment G – Statement of Assurances

Attachment H – Special Conditions

Attachment I – Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion

Attachment J – Warranties and Representations

Attachment K – Justification of Advance Payment



(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$230,521, subject to the availability of funds. The Recipient is authorized to incur costs in an amount not to exceed \$108,345 until further notification is received by the Department. As funds and budget authority are available, changes to the costs the Recipient may incur will be accomplished by notice from the Department to the Recipient, in the form of certified mail, return receipt requested, to the Recipient's contact person identified in Attachment A, Recipient Information. The terms of the Agreement shall be considered to have been modified to allow the Recipient to incur additional costs upon the Recipient's receipt of the written notice from the Department.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Department under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment K. Attachment K will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget, Attachment B and Workplan and Quarterly Report Form, Attachment C, of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Department to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs  
Cashier  
Finance and Accounting  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Department request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) A person or organization who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this Agreement; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) for each intended subcontractor which Recipient plans to fund under this Agreement. Such form must be received by the Department before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat. ) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Department under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(21) COPYRIGHT, PATENT AND TRADEMARK**

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Department for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any

pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment G.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

SEMINOLE COUNTY, FL.

(Type Recipient's Legal Name)

By: Brenda Carey

Name and title: BRENDA CAREY, CHAIRMAN, BCC

Date: 7/1/08

56-0000856

(Federal Identification Number)

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

BY: Janice Browning

Janice Browning, Director  
Division of Housing and Community  
Development

Date: 10/3/08



## EXHIBIT -- 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program: Community Services Block Grant Program

Federal agency: United States Department of Health and Human Services

Catalog of Federal Domestic Assistance title and number: 93.569

Recipient: Seminole County, Florida

Award amount: \$ 230,521

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

**Federal Program: Community Services Block Grant Program**

*List applicable compliance requirements as follows:*

1. ***First applicable compliance requirement (e.g., eligible activities, services or commodities):***

The Recipient will use the CSBG funds to provide a range of services and activities having a measurable and potentially major impact on poverty in the communities where poverty is a particularly acute problem. These funds will be expended in accordance with the Program Statutes and Regulations, Attachment D, Budget, Attachment B and Workplan and Quarterly Report Form, Attachment C of this Agreement and applicable OMB Circulars.

2. ***Second applicable compliance requirement (e.g., eligible recipients of the federal resources):*** *The Recipient will comply with applicable OMB Circulars and eligibility requirements as set forth in U.S. Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations.*

**NOTE:** Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

**ATTACHMENT A - RECIPIENT INFORMATION**

**FEDERAL FISCAL YEAR:** 2009 **CONTRACT PERIOD:** October 1, 2008 to September 30, 2009

**1. RECIPIENT:** Seminole County Community Services/Community Assistance

**2. COUNTIES TO BE SERVED WITH THESE FUNDS:** Seminole County

**3. GENERAL ADMINISTRATIVE INFORMATION**

**A. Agency Head (Executive Director or Chief Department Administrator)**

Name: David Medley, PhD. Title: Director, Community Services  
Street Address: 534 West Lake Mary Blvd. County: Seminole  
City: Sanford, FL Zip Code: 32773  
Telephone: (407) 665-2301 Fax: (407) 665-2309  
E-Mail: dmedley@seminolecountyfl.gov

**MAILING ADDRESS (IF DIFFERENT FROM ABOVE)**

Address: Same as above

**B. Chief Elected Official for Local Governments or President/Chair of Board for Nonprofits  
(Home or business address other than agency address.)**

Name: Brenda Carey Title: Chairman  
Street Address: 1101 East First Street County: Seminole  
City: Sanford, FL Zip Code: 32771  
Telephone: (407) 665-4335 Fax: (407) 665-7958

**C. FOR PUBLIC AGENCIES: Chair of Community Action Board  
(Home or business address other than agency address.)**

Name: Sara Reece Title: CSBG Board Chairman  
Street Address: 225 Newburyport Ave County: Seminole  
City: Altamonte Springs, FL Zip Code: 32701  
Telephone ( ) Fax ( ) E-Mail: sara@orhs.org

**D. RECIPIENT CONTACT PERSON/PROGRAM COORDINATOR**

Name: Shirley Davis-Boyce Title: Division Manager  
Street Address: 534 W. Lake Mary County: Seminole  
City: Sanford, FL Zip Code: 32773  
Telephone (407) 665-2363 Fax (407) 665-2358 E-Mail: sboyce@seminolecountyfl.gov

**E. WARRANT OFFICER (OFFICIAL TO RECEIVE STATE WARRANT)**

Name: Maryanne Morse Title: Clerk of the Court  
Address: P. O. Drawer Q (Street address)  
City: Sanford, FL Zip Code: 32771  
Telephone: (407) 665-4330 Fax: (407) 330-7193

**F. FINANCIAL CONTACT PERSON**

Name: Leo Luttig Title: Business Manager  
Address: 534 W. Lake Mary Blvd. (Street address)  
City: Sanford, FL Zip Code: 32773  
Telephone: (407) 665-7670 Fax: (407) 302-0515  
E-Mail: Lluttig@seminolecountyfl.gov

**F. PERSON(S) AUTHORIZED TO SIGN FISCAL REPORTS**

Name: Leo Luttig Title: Business Manager  
Name: Susie Montgomery Title: Project Coordinator

**4. SUB-RECIPIENT INFORMATION**

**These funds will be transferred to one or more Sub-Recipients:** Yes \_\_\_ No X \_\_\_

For each Sub-Recipient, attach a copy of Attachment B-2, Sub-Recipient Information

**5. AUDIT: Recipient Fiscal Year:** 10-01-08 to 09-30-09

Audit is due nine months from the end of the recipient's fiscal year:

**ATTACHMENT B-1  
BUDGET SUMMARY**

RECIPIENT: Seminole County Community Assistance

EVENUE SOURCES	PERCENT	MATCH	TOTAL AMOUNT	NOTES:
1. CSBG Grant Funds			\$230,521	Round all figures up to the nearest dollar.
2. Cash Match	8.8%	\$20,319		Provide a minimum of: 2% - Cash Match 20% - Total Match
3. In-Kind Match	11.2%	\$25,786		
4. TOTAL MATCH (Line 2 + Line 3)	20%		\$46,105	Do not under match. 1.99% Cash Match is unacceptable.
5. TOTAL FUNDS (Line 1 + Line 4)			\$276,626	
CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY	(A) CSBG FUNDS	(B) CASH MATCH	(C) IN-KIND MATCH	(D) TOTAL
ADMINISTRATIVE EXPENSES				
6. RECIPIENT EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, Other)	\$29,737	0	\$24,608	\$54,345
7. SUB-RECIPIENT EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, Other)	0	0	0	0
8. TOTAL ADMINISTRATIVE EXPENSES (Line 6 + Line 7)	\$29,737	0	\$24,608	\$54,345
9. ADMINISTRATIVE EXPENSE PERCENT (Line 8 divided by Line 1)	12.9%	CANNOT EXCEED 15% OF CSBG ALLOCATION GIVEN ON LINE 1.		
PROGRAM EXPENSES				
10. RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	\$156,816	\$20,319	0	\$177,135
11. RECIPIENT OTHER PROGRAM EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, etc)	\$43,968		\$1,178	\$45,146
12. SUBTOTAL RECIPIENT PROGRAM EXPENSES (Line 10 + Line 11)	\$200,784	\$20,319	\$1,178	\$222,281
13. SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	0	0	0	0
14. SUB-RECIPIENT OTHER PROGRAM EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, etc)	0	0	0	0
15. SUBTOTAL SUB-RECIPIENT PROGRAM EXPENSES (Line 13 + Line 14)	0	0	0	0
16. TOTAL PROGRAM EXPENSE (Line 12 + Line 15)	\$200,784	\$20,319	\$1,178	\$222,281
17. SECONDARY ADMINISTRATIVE EXPENSES	0			0
18. GRAND TOTAL EXPENSE: (Line 8 + Line 16 + Line 17)	\$230,521	\$20,319	\$25,786	\$276,626

**CSBG  
ATTACHMENT B-2  
SUB-RECIPIENT INFORMATION**  
(Complete this page for each sub-recipient)

Page \_ of \_

RECIPIENT: Seminole County Community Assistance

**SUB-RECIPIENT INFORMATION:**

NAME OF ENTITY: Non-applicable as we do not have a sub- recipient agreement

MAILING ADDRESS: \_\_\_\_\_, FL ZIPCODE \_\_\_\_\_

STREET ADDRESS (IF DIFFERENT): \_\_\_\_\_, FL ZIPCODE \_\_\_\_\_

CONTACT PERSON'S NAME AND TITLE: \_\_\_\_\_

TELEPHONE: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_

**NOTE:** The following line items (7, 13, 14 and 15) must correspond to Attachment B-1, Budget Summary. If there is more than one sub-recipient, it is the Recipient's responsibility to ensure that the total of all sub-recipient budgets add correctly. Expenditures must be detailed in Attachment B-3.

CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY	(A) CSBG FUNDS	(B) CASH MATCH	(C) IN-KIND MATCH	(D) TOTAL
<b>SUB-RECIPIENT ADMINISTRATIVE EXPENSES:</b>				
7. SUB-RECIPIENT EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, Other)				
<b>SUB-RECIPIENT PROGRAM EXPENSES:</b>				
13. SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES				
14. SUB-RECIPIENT OTHER PROGRAM EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, etc)				
15. SUBTOTAL SUB-RECIPIENT PROGRAM EXPENSES (Line 13 + Line 14)				
<b>TOTAL EXPENSES: (Line 7 + Line 15)</b>				

The Recipient must have a written agreement with all subcontractors. The agreement must meet the requirements of Section 14 of this agreement. A copy of the unsigned agreement with the subcontractor must be forwarded to the Department for review and approval along with this agreement. See OMB Circular A-133.210, Sub-recipient Vendor Determination, for further clarification.

**CSBG  
ATTACHMENT B-3  
BUDGET DETAIL**

page 1 of 2

BUDGET LINE ITEM NUMBER	GOAL, OUTCOME, INDICATOR		BUDGETED EXPENDITURES		
			CSBG FUNDS	CASH MATCH*	IN-KIND MATCH*
6.		<b>RECIPIENT EXPENSES</b>  Travel: \$200.00 Transportation: Express mail \$25.00 Building Lease: \$8,237.00 Staff Computer Leases: \$1,438.00 Mail Charges: \$150.00 Office Supplies: \$250.00 Operating Supplies: \$350.00 Books, Dues, Pubs: \$350.00  Salary + Fringes: 24% of Program \$18,737.00 Manager's compensation (remaining compensation - 6% other CSBG, 50% CDBG, and 20% County General revenue)  <hr/> <b>Total:</b> \$29,737.00	\$29,737.00		
6.		<b>Administrative Supervision</b> Source=Seminole County In-kind Match <i>Salaries broken down by % for Division Manager,  Accountant, Business Manager, Director's Administrative  Assistant and Department Director.</i> <b>Division Manager:</b> 12.50% of \$102,031.00 @ 5 hours a week=\$12,753.88 – rounded to \$12,754 <b>Accountant:</b> 2.50% of \$59,766.00 @ 1 hour a week=\$1,494.15 – rounded to \$1,494 <b>Business Manager:</b> 3.75% of 87,596.00 @1.5 hours a week = \$3,284.85 – rounded to \$3,285 <b>Director's Administrative Assistant:</b> 1.25% of \$63,005.00 @ .5 hour a week = \$787.56 - rounded to \$788 <b>Department Director:</b> 5.00% of \$121,707.00 @ 2 hours a week = \$6,085.35 – rounded to \$6,085 <b>In- Kind Telephone service=</b> \$75 <b>In-Kind Computer Lease=</b> \$127  <b>Total In-Kind:</b> \$24,608.00			\$24,608.00

\*EXPLAIN SOURCES OF CASH AND IN-KIND MATCH

**CSBG  
ATTACHMENT B-3  
BUDGET DETAIL**

page 2 of 2

BUDGET LINE ITEM NUMBER	NATIONAL PERFORMAN CE INDICATORS (Direct Client Assistance ONLY)	EXPENDITURE DETAIL  Round up line item totals to dollars. Do not use cents and decimals in totals.	BUDGETED EXPENDITURES		
			CSBG FUNDS	CASH MATCH**	IN-KIND MATCH**
10.	1.2 (H)	<b>RECIPIENT DIRECT CLIENT ASSISTANCE</b> Customers will receive rental/mortgage payments, in order to for clients acquire/maintain employment and/ or to complete post-secondary education certificate or diploma.	\$102,059		
	6.2 (B) 3.	Customers will receive emergency rental assistance which will prevent them from becoming homeless. Source: Seminole BOCC		\$20,319	
10.	1.2 (H)	<b>CASE MANAGEMENT</b> Salary + fringes: <b>Program Manager</b> , 1.5% of compensation will be paid out of direct client assistance for case management services. Remaining compensation – 28.5% other CSBG, 50% CDBG, and 20% County General Revenue.	\$1,171		
	1.1 (D)	Salary + fringes: <b>Case Manager</b> , 80% of compensation will be paid out of direct client assistance for case management services. Remaining compensation - 20% other CSBG.	\$53,586		
		<b>TOTAL=</b>	\$156,816		
11.		<b>RECIPIENT OTHER PROGRAM EXPENSES</b> Salary + fringes: <b>Case Manager</b> , 20% of compensation will be paid out of recipient other program expenses. Remaining compensation – 80% other CSBG. Salary + fringes: <b>Senior Staff Assistant</b> , 50% of compensation will be paid out of recipient other program expenses. Remaining compensation – 50% County General Revenue Salary + fringes: <b>Program Manager</b> , 4.5% of compensation will be paid out of recipient other program expenses. Remaining compensation – 25.5% other CSBG, 50% CDBG, and 20% County General Revenue. CSBG Board Member contributed hours. 20 hours per member (9) x \$6.55	\$13,396  \$27,059  \$3,513		
		<b>Total:</b>	\$43,968		\$1,178

**CSBG  
ATTACHMENT B-4  
SECONDARY ADMINISTRATIVE EXPENSES**

Secondary Administrative Expense requested: Yes ☐ No ☒ Name of Recipient: Seminole County Community Assistance

**INSTRUCTIONS:** If requesting Secondary Administrative Expenses, you must supply the following information for each secondary program for which administrative expenses are being requested. A "secondary program source" is the non-CSBG program that will receive administrative support from the use of CSBG funds. See Attachment G, Section (13) D and G for additional information.

BUDGET INFORMATION	NAME OF SECONDARY PROGRAM:	NAME OF SECONDARY PROGRAM:	NAME OF SECONDARY PROGRAM:	TOTAL OF ALL PROGRAMS
	GRANT START DATE: _____ END DATE: _____	GRANT START DATE: _____ END DATE: _____	GRANT START DATE: _____ END DATE: _____	
1. Total cash budget for secondary program:	\$ _____	\$ _____	\$ _____	
2. Maximum percent administrative expense including indirect cost allowed by secondary program:	% _____	% _____	% _____	
3. Total administrative expense approved by secondary program funding sources: <sup>1</sup>	\$ _____	\$ _____	\$ _____	
4. CSBG secondary administrative expense requested: <sup>2</sup>	\$ _____	\$ _____	\$ _____	\$ _____
5. Total administrative expense (Line 3 + Line 4):	\$ _____	\$ _____	\$ _____	
6. Percent of total administrative expense to total budget (Line 5 divided by Line 1). This total cannot exceed 15% of Line 1.	% _____	% _____	% _____	
7. National Performance Indicator (NPI) supported by this secondary administrative funding. (From Attachment C, Workplan and Quarterly Report Form)	NPI: _____	NPI: _____	NPI: _____	

<sup>1</sup> The Recipient must take full advantage of all administrative and indirect dollars allowed by the secondary program's funding source before CSBG secondary administrative expenses are requested. For each secondary administration program, provide documentation of the maximum administrative limits of the secondary program and a copy of the contract budget detailing the amount of the contract and the administration funds provided by the secondary source.

<sup>2</sup> You are required to provide budget detail in Attachment B-3 for the amount on line 4 for each program above.



**ATTACHMENT C - Workplan and Quarterly Report Form**  
**FY 2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 1 (Family) – Low-Income People Become Self-Sufficient**

**AGENCY NAME: Seminole County Community Assistance**

FOCAS Outcomes Catalog		2	3	4	5	6
Goal 1: Low-Income People Become Self-Sufficient		WORKPLAN				
National Performance Indicators:		Total Number of Participants Expected to Achieve Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Still Progressing Toward Outcome	Exited Program Prior to Achieved Outcome
1.1 Employment						
1.2 Employment Supports						
1.3 Economic Asset Enhancement and Utilization						
<i>All agencies must report on at least one NPI in Goal 1.</i>						
<b>NPI 1.1: EMPLOYMENT</b> - The number of low-income participants in community action employment initiatives who get a job or become self-employed as measured by one or more of the following:						
A) Unemployed and obtained a job. ( <i>Unduplicated count</i> )		0				
B) Employed and obtained an increase in employment income. ( <i>Unduplicated count</i> )		0				
C) Achieved "living wage" employment and benefits. ("Living Wage" must be a locally adopted rate as identified by a government or formal coalition.)		0				
D) Maintained Employment for at Least 90 days.		10				
<b>NPI 1.2: EMPLOYMENT SUPPORTS</b> - The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action measured by one or more of the following:						
A) Obtained pre-employment skills/competencies required for employment and received training program certificate or diploma.		0				
B) Completed ABE/GED and received certification or diploma.		0				
C) Completed post-secondary education program and obtained certificate or diploma.		0				
D) Enrolled children in "before" or "after" school programs, in order for parent to gain or maintain employment.		0				
E) Obtain care for child or other dependant in order for parent or caregiver to gain or maintain employment.		115				
F) Obtain access to reliable transportation and/or driver's license in order to gain or maintain employment.		0				
G) Obtained health care services for themselves or a family member in support of family stability needed to gain or retain employment.		0				

**ATTACHMENT C - Workplan and Quarterly Report Form**  
**FY 2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 1 (Family) – Low-Income People Become Self-Sufficient**

**AGENCY NAME: Seminole County Community Assistance**

FOCAS Outcomes Catalog		2	3	4	5	6
Goal 1: Low-Income People Become Self-Sufficient		WORKPLAN Total Number of Participants Expected to Achieve Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Still Progressing Toward Outcome	Exited Program Prior to Achieved Outcome
National Performance Indicators:						
1.1 Employment						
1.2 Employment Supports						
1.3 Economic Asset Enhancement and Utilization						
Must report on at least one NPI in Goal 1.						
H) Obtained safe and affordable housing in support of family stability needed to gain or retain employment.		15				
I) Obtained food assistance in support of family stability needed to gain or retain employment.		0				
J) Obtained identification or work permit documentation for employment. (social security card, work permit, legal immigration papers, drivers licenses, etc.)		0				

**COMMENTS OR EXPLANATION:**

**ATTACHMENT C - Workplan and Quarterly Report Form**  
**FY 2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 1 (Family) – Low-Income People Become Self-Sufficient**

**AGENCY NAME: Seminole County Community Assistance**

FOCAS Outcomes Catalog		2	3	4	9
Goal 1: Low-Income People Become Self-Sufficient		WORKPLAN			
National Performance Indicators:		Total Number of Participants Expected to Achieve Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Aggregate d Dollar Amounts (Payments, Credits or Savings)
1.1 Employment					
1.2 Employment Supports					
1.3 Economic Asset Enhancement and Utilization					
<i>Must report on at least one NPI in Goal 1.</i>					
<b>NPI 1.3: ECONOMIC ASSET ENHANCEMENT AND UTILIZATION – The number of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one or more of the following.</b>					
<b>A) Enhancement</b>					
(1) Number of participants in tax preparation programs who identify any type of Federal or State tax credit and the aggregated dollar amount of credits.		0	0	0	0
(2) Number of participants who obtained court-ordered child support payments and expected annual aggregated dollar amount of payments.		0	0	0	0
(3) Number of participants enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings.		0	0	0	0
<b>B) Utilization</b>					
(1) Number of participants demonstrating ability to complete and maintain a budget for over 90 days.		0	0	0	
(2) Number of participants opening an Individual Development Account (IDA) or other savings account and increased savings, and the aggregated amount of savings.		0	0	0	0
(3) Of participants in a community action asset development program (IDA or others):					
a) Number capitalizing a small business with accumulated savings.		0	0	0	0
b) Number pursuing post-secondary education with savings.		0	0	0	0
c) Number purchasing a home with accumulated savings.		0	0	0	0

**COMMENTS OR EXPLANATION:**

# **ATTACHMENT C - WORKPLAN AND QUARTERLY REPORT** **2008-2009 Florida Outcomes for Community Action System (FOCAS)** **Community Action Goal 2 (Community) – The Conditions in Which Low-Income People Live are Improved**

**Agency Name: Seminole County Community Assistance**

FOCAS Outcomes Catalog				
Goal 2: The Conditions in Which Low-Income People Are Improved				
National Performance Indicators:	2		3	
	Number of Projects or Initiatives		Number of Opportunities and/or Community Resources Preserved or Increased	
	WORKPLAN Plan to Initiate	Initiated	WORKPLAN Plan to Achieve	Achieved
2.1 Community Improvement and Revitalization				
2.2 Community Quality of Life and Assists				
<i>All agencies must report on at least one NPI in Goal 2.</i>				
<b>NPI 2.1: Community Improvement and Revitalization – Increase in, or safeguarding of threatened opportunities and community resources or services for low-income people in the community as a result of community action projects/initiatives or advocacy with other public and private agencies, as measured by one or more of the following:</b>				
A) Accessible "living wage" <sup>1</sup> jobs created or saved from reduction or elimination in the community. (See footnote.)	0		0	
B) Safe and affordable housing units created in the community.	3		46	
C) Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by community action activity or advocacy.	0		0	
D) Accessible and affordable health care services/facilities for low-income people created or saved from reduction or elimination.	0		0	
E) Accessible safe and affordable childcare or child development placement opportunities for low-income families created or saved from reduction or elimination.	0		0	
F) Accessible "before" school and "after" school program placement opportunities for low-income families created or saved from reduction or elimination.	0		0	
G) Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation.	0		0	
H) Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post-secondary education.	0		0	
<sup>1</sup> "Living Wage" must be a locally adopted rate as identified by a local government or formal coalition.				

# **ATTACHMENT C - WORKPLAN AND QUARTERLY REPORT** **2008-2009 Florida Outcomes for Community Action System (FOCAS)** **Community Action Goal 2 (Community) – The Conditions in Which Low-Income People Live are Improved**

**Agency Name: Seminole County Community Assistance**

FOCAS Outcomes Catalog		2	3	4	5
<b>Goal 2: The Conditions in Which Low-Income People Are Improved</b>		<b>Number of Program Initiatives or Advocacy Efforts</b>		<b>Number of Community Assets, Services, or Facilities Preserved or Increased</b>	
<b>National Performance Indicators:</b>		<b>Plan to Initiate</b>		<b>Plan to Achieve</b>	
2.1 Community Improvement and Revitalization					
2.2 Community Quality of Life and Assists					
<b>All agencies must report on at least one NPI in Goal 2.</b>					
<b>NPI 2.2: Community Quality of Life and Assets – The quality of life and assets in low-income neighborhoods are improved by community action initiatives or advocacy, as measured by one or more of the following:</b>					
A) Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets.		0		0	
B) Increase in the availability or preservation of community facilities (schools, libraries, community centers, recreation, etc.)		0		0	
C) Increase in the availability or preservation of community services to improve public health and safety.		0		0	
D) Increase in the availability or preservation of commercial services within low-income neighborhoods.		0		0	
E) Increase in or preservation of neighborhood quality-of-life resources.		0		0	

**Narrative Comments:**

# **ATTACHMENT C – Workplan and Quarterly Report Form** **2008-2009 Florida Outcomes for Community Action System (FOCAS)** **Goal 3 (Community): Low-Income People Own a Stake in their Community**

**Agency Name:**

**Agency Name: Seminole County Community Assistance**

FOCAS Outcomes Catalog		2	3
Goal 3: Low-Income People Own a Stake in their Community			
National Performance Indicators:		WORKPLAN Number of Volunteer Hours Expected to Achieve	Number of Volunteer Hours Achieved
3.1 Civic Investment			
3.2 Community Empowerment through Maximum Feasible Participation			
<i>All agencies must report on NPI 3.1.</i>			
<b>NPI 3.1: Civic Investment – The number of volunteer hours donated to Community Action.</b>			
A) Low-income people take part in one or more of the following:			
1) Serve on the CAA Board of Directors.			
2) Serve on Head Start Policy Councils.			
3) Serve on Family Center/ Parent Councils.			
4) Serve on other CAA Advisory Boards, councils or committees.			
5) Assist with program activities and logistics.			
6) Participate in advocacy to meet agency and community goals.			
B) Volunteer hours donated in your agency or agency supported activities by one of the following groups:			
1) General public.			
2) CAA clients.			
3) CAA non-low income board members. (Include volunteer hours of low-income board members in A above.)			
4) Other non-profit or government agencies.			
5) Business community.			
6) Other (Please identify in "Explanation" below).			
<b>TOTAL NUMBER OF HOURS VOLUNTEERED TO COMMUNITY ACTION</b>			
<b>Narrative Comments:</b>			

# **ATTACHMENT C – Workplan and Quarterly Report Form** **2008-2009 Florida Outcomes for Community Action System (FOCAS)** **Goal 3 (Community): Low-Income People Own a Stake in their Community**

**Agency Name:**

FOCAS Outcomes Catalog		2	3
Goal 3: Low-Income People Own a Stake in their Community		WORKPLAN	Actual
National Performance Indicators:		Number of Low-Income People Expected to Participate	Number of Low-Income People who Participated
3.1 Civic Investment 3.2 Community Empowerment through Maximum Feasible Participation <i>All agencies must report on NPI 3.2.</i>			
<b>NPI 3.2: Community Empowerment through Maximum Feasible Participation – The number of low-income people mobilized as a direct result of community action initiative to engage in activities that support and promote their own well-being and that of their community as measured by one or more of the following:</b>			
A) Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy setting through community action efforts.			
B) Number of low-income people acquiring businesses in their community as a result of community action assistance.			
C) Number of low-income people purchasing their own homes in their community as a result of community action assistance.			
D) Number of low-income people engaged in non-governance community activities or groups created or supported by community action.			

**Narrative Comments:**



# **ATTACHMENT C – Workplan and Quarterly Report Form** **2008-2009 Florida Outcomes for Community Action System (FOCAS)** **Community Action Goal 4 (Agency) – Partnerships Among Supporters and Providers of Services to Low-Income People are Achieved**

## **Agency Name: Seminole County Community Assistance**

FOCAS Outcomes Catalog		2	3
Goal 4: Partnerships Among Supporters and Providers of Services to Low-Income People are Achieved		Workplan Number of Organizational Partnerships	Actual Number of Organizational Partnerships
<b>NATIONAL PERFORMANCE INDICATORS:</b>			
4.1 Expanding Opportunities Through Community-Wide Partnerships			
<i>All agencies must report on NPI 4.</i> <i>(A partnership or collaboration is defined as a formal relationship documented by a written agreement such as a Memorandum of Understanding or service contract, a financial agreement, or an informal working relationships or alliances between the CAP and one or more public or private organizations to foster CSBG goals.)</i>			
<b>NPI 4.1: Expanding Opportunities through Community-Wide Partnerships – The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes.</b>			
1) Non-Profit		12	
2) Faith Based		4	
3) Local Government		4	
4) State Government Entity		3	
5) Federal Government Entity		1	
6) For-Profit Business or Corporation		1	
7) Coalition or collaborative (3 or more groups)		0	
8) Others: Please identify.		0	
a)			
b)			
The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes. Provide an <b>UNDULICATED</b> count of the above organizations.		25	

**Narrative Comments:**

**ATTACHMENT C – Workplan and Quarterly Report Form**  
**2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results**  
**AGENCY NAME: Seminole County Community Assistance**

**Table 1 – Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People**

FOCAS Outcomes Catalog		2	3	4	5
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results		Funding Received by Source in 2007-2008	Anticipated Funding by Source in 2008-2009	Anticipated Increase or Decrease in Dollars	Actual Funding by Source in 2008-2009
<b>National Performance Indicators:</b>					
5.1 Broadening the Resource Base – The number of dollars mobilized by community action. (All agencies must complete all Tables under Goal 5. Complete entire chart for Workplan.)					
<b>Funding Sources</b>					
A) Community Services Block Grant (CSBG)		\$235,802	\$230,521	-5,281	
B) Federal Government Resources – Other than CSBG					
a) Weatherization Assistance Program funded by DOE through DCA					
b) Low-Income Home Energy Assistance Program (through DCA) funded by HHS					
c) Weatherization Assistance Program funded by LIHEAP through DCA					
d) Head Start					
e) Early Head Start					
f) Older American Act					
g) SSBG funded by HHS					
h) Medicare/Medicaid funded by HHS					
i) Community Food and Nutrition by HHS through DCA					
j) Temporary Assistance to Needy Families from HHS through State TANF					
k) Child Care Development Block Grant from CCDBG					
l) List all other HHS Resources in order of size					
1)					
2)					
3)					
m) Women, Infant and Children (WIC) nutrition program from USDA					
n) USDA non-food programs (e.g. rural development)					
o) All other USDA Food Programs					
p) Community Development Block Grant funded by HUD directly or indirectly through federal, state or local government		\$2,472,352	\$2,386,570	-85,782	
q) Housing Programs funded by HUD					
1) Section 8					
2) Section 202					
r) All other HUD programs including homeless programs		\$1,253,429	\$1,200,774	-52,655	
s) Employment and Training Programs funded by the US DOL JPTA whether funded through state agencies, or Workforce Investment Boards.					
t) Other DOL programs					
u) Corporation for National and Community Service Programs such as AmeriCorps*Vista, AmeriCorps*NCCC; SeniorCorps programs (Foster Grandparent; RSVP; Senior Companion); Learn and Serve, or America Reads					
v) FEMA					
w) Transportation funded by U. S. DOT					
x) Other Federal Sources: List by name of funding source. Do not use abbreviations.					
1)					
2)					
<b>TOTAL: NON-CSBG FEDERAL RESOURCES</b>		\$3,725,781	\$3,587,344	-138,437	

**ATTACHMENT C – Workplan and Quarterly Report Form**  
**2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results**  
**AGENCY NAME: Seminole County Community Assistance**

Table 1 – Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People				
FOCAS Outcomes Catalog				
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results	2	3	4	5
<b>National Performance Indicators:</b> 5.1 Broadening the Resource Base – The number of dollars mobilized by community action (All agencies must complete all Tables under Goal 5. Complete entire chart for Workplan.)	Funding Received by Source in 2006-2007	Anticipated Funding by Source in 2007-2008	Anticipated Increase or Decrease in Dollars	Actual Funding by Source in 2007-2008
<b>C) State Resources (Non-federal, state-appropriated funds)</b>				
a) State appropriated funds used for the same purpose as federal CSBG funds				
b) State Housing and Homeless Programs	\$3,782,459	\$3,764,113	-18,346	
c) State Nutrition Programs				
d) State Day Care and Early Childhood Programs				
e) State Energy Programs (do NOT include LIHEAP, EHEAP, WAP or WAP-LIHEAP)				
f) State Health Programs				
g) State Youth Development Programs				
h) State Employment and Training Programs				
i) State Head Start Programs				
j) State Senior Programs				
k) State Transportation Programs				
l) State Education Programs				
m) State Community, Rural and/or Economic Development Programs				
n) State Rural Development Programs				
o) Other State Funded Programs: List by name of funding source. Do not use abbreviations.				
1)				
2)				
<b>TOTAL: STATE RESOURCES</b>	\$3,782,459	\$3,764,113	-18,346	
<b>D) Local Government Resources</b>				
a) Unrestricted funds appropriated by local governments				
b) Value of contracted services with local governments	\$3,207,443	\$3,295,081	+87,638	
c) Value of in-kind goods/services received from local governments	\$929,000	\$672,000	-257,000	
d) Other Local Government Resources: Give description or name of program. Do not abbreviate.	\$25,648	\$25,786	+138	
1)				
2)				
<b>TOTAL: LOCAL GOVERNMENT RESOURCES</b>				
<b>E) Private Sector Resources</b>				
a) Funds from Foundations, Corporations, United Way, other non-profits				
b) Other donated funds				
c) Value of donated items, food, clothing, furniture, etc.				
d) Value of in-kind services received from businesses				
e) Fees paid by clients for services (Example, income through "sliding scale" fees allowed by some programs for medical care, transportation, mental health services, or legal/tax assistance.)				
f) Payments by private entities for goods or services for low-income clients or communities				
g) Other Private Sector Resources				
<b>TOTAL: PRIVATE SECTOR RESOURCES</b>	\$4,162,091	\$3,992,867	-169,224	

**ATTACHMENT C – Workplan and Quarterly Report Form**  
**2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results**  
**AGENCY NAME: Seminole County Community Assistance**

**Table 1 – Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People**

FOCAS Outcomes Catalog		2	3	4	5
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results					
National Performance Indicators:					
5.1 Broadening the Resource Base – The number of dollars mobilized by community action.					
<i>(All agencies must complete all Tables under Goal 5. Complete entire chart for Workplan.)</i>					
Funding Sources					
TOTAL: ALL NON-CSBG RESOURCES (Non-CSBG Federal Resources + State Resources + Local Government Resources + Private Sector Resources)		\$11,670,331	\$11,344,324	-326,007	
CSBG FUNDS FROM LINE 1		\$235,802	\$230,521	-5,281	
Total Agency Budget (If different from the sum of All Non-CSBG Resources plus CSBG Funds, provide an explanation below.)		\$11,906,133	\$11,574,845	-331,288	

**Abbreviations:**

DCA – Florida Department of Community Affairs  
DEA – Florida Department of Elder Affairs  
DOE – U. S. Department of Energy  
DOL – U.S. Department of Labor  
DOT – U. S. Department of Transportation  
FEMA – Federal Emergency Management Administration  
HHS – U.S. Department of Health and Human Services  
HUD – U. S. Department of Housing and Urban Development  
JTPA – Job Training and Partnership Act  
LIHEAP – Low-Income Home Energy Assistance Program  
SSBG – Social Services Block Grant  
USDA – U. S. Department of Agriculture

*For further instructions, see Information System Survey Instructions, Part I: Section F.*

**Explanation:**

**ATTACHMENT C – Workplan and Quarterly Report Form**  
**2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results**  
**AGENCY NAME: Seminole County Community Assistance**

Table 2 – Agency Increase Staff Capacity to Achieve Results Through Training				
FOCAS Outcomes Catalog				
Goal 5: Agencies Increase Their Capacity to Achieve Results	2	3	4	5
Agency Staff Improves Their Capacity to Achieve Results.	Number of Staff Who Will Receive Training During the Year	Total Number of Classroom Hours of Training Planned (Number of staff MULTIPLIED BY hours in class)	Number of Staff Who Received Training During this Contract to Date	Total Number of Classroom Hours of Training Completed This Period (Number of staff MULTIPLIED BY hours in class)
(All agencies must complete all Tables under Goal 5. Complete Columns 2 and 3 for Workplan.)				
A. Staff who work with customers in self-sufficiency program receive training specific to case management.	2	16		
B. Staff who work with customers in self-sufficiency program receive training specific to family development.	0	0		
C. Staff who works with grants or contract management receives training to expand, update or upgrade their skills.	0	0		
D. Fiscal staff attending training on OMB Circular or audit compliance.	1	16		
E. Board members receive training related to their roles and responsibilities.	0	0		
F. Fiscal staff receives accounting or data collection or management training.	2	24		
G. Program staff receives data collection or management training.	0	0		
H. Other training not reported above or in Goal 5, Tables 4 or 5. Describe below.	0	0		
1)				
2)				
3)				
4)				
5)				

**Note:** The term "classroom" is used in a very broad sense. This may include in-office training provided by a contractor such as data system training or other forms of employee development; attending a class or seminar, completing web-based or other self-directed instruction, and attending a conference or workshop. The training should be structured and formal.

**ATTACHMENT C – Workplan and Quarterly Report Form**  
**2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results**  
**AGENCY NAME: Seminole County Community Assistance**

Table 3 – Agency Organizes and Operates its Programs, Services, and Activities Toward Accomplishing Family and Community Outcomes				
	2	3	4	
<b>FOCAS Outcomes Catalog</b>				
<b>Goal 5: Agencies Increase Their Capacity to Achieve Results</b>				
Agency has the Capacity to Measure Client Progress toward Self-Sufficiency. <i>(All agencies must complete all Tables under Goal 5. Complete column 2 and 3 for Workplan.)</i>	Agency's Status as of 09/30/07	Workplan Agency's Status at the End of this Contract	Agency's Current Status	
<b>A) Agency has the Capacity to Measure Client/Customer Progress Towards Self-Sufficiency.</b> CAAs are organized in different ways depending on their configuration of programs and services. Please identify with an "X" the <u>ONE</u> statement below that <u>BEST</u> describes how your CAA's intake process is organized:				
1) A common in-take process and common ID# is used for <u>all</u> clients of the CAA.	X	X		
2) A common in-take process and common ID# is used for <u>some</u> clients of the CAA.	N/A	N/A		
3) A separate in-take process and/or separate ID# is used for <u>each</u> program administered by the CAA.	N/A	N/A		
<b>B) CAAs are organized in different ways depending on their configuration of programs and services: Please identify with an "X" the <u>ONE</u> statement below that <u>BEST</u> describes how your CAA manages client information and tracks client progress:</b>				
1) Agency utilizes a database for <u>all</u> clients of the agency for use in intake and assessment and provision of services.	N/A	N/A		
2) Agency utilizes a database for <u>some</u> clients of the agency for use in intake and assessment and provision of services.	X	X		
3) Agency utilizes a database for <u>all</u> clients of the agency for use in intake, assessment, provision of services and measurement of outcomes.	N/A	N/A		
4) Agency utilizes a database for <u>some</u> clients of the agency for use in intake, assessment, provision of services and measurement of outcomes.	N/A	N/A		
<b>C) What computer program(s) is used to manage client information and track client progress?</b>				
1)	N/A	N/A		
2)	N/A	N/A		

**Explanation:**

**ATTACHMENT C – Workplan and Quarterly Report Form**  
**2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results**  
**AGENCY NAME: Seminole County Community Assistance**

Table 4 – Agency Organizes and Operates its Programs, Services, and Activities Toward Accomplishing Family and Community Outcomes				
FOCAS Outcomes Catalog		2	3	4
Goal 4: Agencies Increase Their Capacity to Achieve Results		Agency's Status as of 09/30/08	Workplan Agency's Status at the End of this Contract	Agency's Current Status
A. Agency has the Capacity to Report Client Progress Toward Self-Sufficiency. B. Agency has Provided Results-Oriented Management and Accountability Training. C. Agency Programs Achieved Accreditation Demonstrating That Program Meets or Exceeds Nationally Recognized Standards. D. Agency is Implementing ROMA tools and management practices.				
<i>(All agencies must complete all Tables under Goal 5. Complete columns 2 and 3 for Workplan.)</i>				
<b>A) Agency has the Capacity to Report Client/Customer Progress Toward Self-Sufficiency. (Answer Yes or No for each.)</b>				
1) Agency can report outcomes that measure progress towards self-sufficiency without use of an outcome scale.		No	No	
2) Agency utilizes outcome scales to measure client movement toward self-sufficiency. (If yes, attach copy of scale with Workplan submission.)		No	No	
3) Agency has capacity to derive unit cost statistics for efficiency: cost per service delivered or cost of service per client.		Yes	Yes	
4) Agency has capacity to derive unit cost statistics for effectiveness: cost per outcome delivered.		No	No	
<b>B) Agency has Provided Results-Oriented Management and Accountability Training within the past 2 years. (Answer Yes or No for each.)</b>				
1) At least half of the Agency board has received ROMA training.		No	Yes	
2) Agency management staff has received ROMA training.		Yes	Yes	
3) Agency supervisory staff has received ROMA training.		Yes	Yes	
4) Agency line staff has received ROMA training.		No	No	
<b>C) Agency Programs Achieved Accreditation Demonstrating That Program Meets or Exceeds Nationally Recognized Standards. (Answer Yes or No for each.)</b>				
1) Early childhood care and education sites receive NAEYC or other recognized form of accreditation.		No	No	
2) Programs achieve other form of recognized accreditation. (Please describe in the Narrative Comments below.)		No	No	
<b>D) Agency is Implementing ROMA tools and management practices. (Answer Yes or No for each.)</b>				
1) Agency as adopted and implemented logic models for key programs and activities.		Yes	Yes	
2) Agency programs and activities are evaluated using ROMA principals.		No	No	
<b>Narrative Comments:</b>				



**ATTACHMENT C – Workplan and Quarterly Report Form**  
**2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results**  
**AGENCY NAME: Seminole County Community Assistance**

Table 5 – Agency Staff Obtains Credentials that Improve Their Capacity to Achieve Results			
FOCAS Outcomes Catalog			
Goal 5: Agencies Increase Their Capacity to Achieve Results	2	3	4
Agency Staff Obtained Credentials That Improve Their Capacity to Achieve Results. (All agencies must complete all Tables under Goal 5. Complete Columns 2 and 3 for Workplan.)	Number of Staff Who Have Credentials as of 09/30/07	Number of Staff Who Will Receive Credentials During the Contract Year	Number of Staff Who Received Credentials During this Contract to Date
Agency Staff Obtained Credentials That Improve Their Capacity to Achieve Results.			
A. Staff who work with families obtain the Family Development Specialist credential.	0	0	
B. Staff who work with children obtain the Child Development Associate credential or higher form of credential/degree.	0	0	
C. Staff obtain G.E.D.	0	0	
D. Staff who received CCAP credentials.	0	0	
E. Staff who received Associates Degree.	0	0	
F. Staff who received Bachelors Degree.	0	0	
G. Staff who received Masters Degree.	0	0	
H. Staff who received Doctorate Degree.	0	0	
I. Staff who are certified ROMA Trainers.	0	0	
J. Agency staff obtained other credentials that increase their capacity to achieve results. (Please describe in the Narrative Comments below.)	0	0	

**Narrative Comments:**

**ATTACHMENT C – Workplan and Quarterly Report Form**  
**FY 2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 6 (Family) – Low-Income People, Especially vulnerable populations,**  
**Achieve Their Potential by Strengthening of Family and Other Supportive Environments**

**Agency Name: Seminole County Community Assistance**

FOCAS Outcomes Catalog		2	3	4
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems		WORKPLAN	Number of People	
		Total Number of Participants Expected to Achieve Outcome	Received Services	Achieved Outcome
National Performance Indicators: 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development				
<i>All agencies must report on at least one NPI in Goal 6.</i>				
<b>NPI 6.1: INDEPENDENT LIVING – The number of vulnerable individuals receiving services from community action that maintain an independent living situation as a result of those services.</b>				
A. Senior Citizens (55 or older)		225		
B. Individuals with Disabilities		100		
<b>NPI 6.2: EMERGENCY ASSISTANCE – The number of low-income households served by community action that sought emergency assistance, and the number who received assistance, including services such as:</b>				
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems		WORKPLAN	Number of Households	
		Total Number of Households Expected to Achieve Outcome	Seeking Assistance	Received Assistance
A. Food (Households)		0		
1) Receive emergency/supplemental food from food pantry, commodities, vouchers, community farming, etc.		0		
2) Senior congregate meal programs		0		
3) Meals on Wheels		0		
4) Summer Nutrition Program		0		

**ATTACHMENT C – Workplan and Quarterly Report Form**  
**FY 2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 6 (Family) – Low-Income People, Especially vulnerable populations,**  
**Achieve Their Potential by Strengthening of Family and Other Supportive Environments**

**Agency Name: Seminole County Community Assistance**

FOCAS Outcomes Catalog		2	3	4
		WORKPLAN	Number of Households	
		Total Number of Households Expected to Achieve Outcome	Seeking Assistance	Receiving Assistance
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems				
6.1 Independent Living				
6.2 Emergency Assistance				
6.3 Child and Family Development				
<b>B. Emergency Vendor Payments</b>		600		
1) Home Energy Assistance funded by Low-Income Home Energy Assistance		0		
2) Home Energy Assistance funded by public or private funds other than LIHEAP		0		
2) Water Bill Assistance		0		
3) Rent or Mortgage Assistance		0		
C. Temporary Shelter (motel, shelter placement, etc.)		0		
D. Emergency Medical Care		200		
E. Protection from Violence		0		
F. Legal Assistance		0		
G. Transportation		0		
H. Disaster Relief		0		
I. Clothing		0		
J. Provide translation assistance in order for person to receive emergency services.		0		

**ATTACHMENT C – Workplan and Quarterly Report Form**  
**FY 2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 6 (Family) – Low-Income People, Especially vulnerable populations,**  
**Achieve Their Potential by Strengthening of Family and Other Supportive Environments**

**Agency Name: Seminole County Community Assistance**

FOCAS Outcomes Catalog		2	3	4
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems  6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development	WORKPLAN	Number of People		People Achieving Outcome
	Total Number of People Expected to Achieve Outcome	People Enrolled in Program(s)		
NPI 6.3: CHILD AND FAMILY DEVELOPMENT – The number of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals, as measured by one or more of the following:				
A. Infant and Child				
1) Infants and children obtain age appropriate immunizations, medical and dental care.	0			
2) Infants and children health and physical development are improved as a result of adequate nutrition.	0			
3) Children participate in pre-school activities to develop school readiness skills.	0			
4) Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1 <sup>st</sup> Grade.	0			
B. Youth				
1) Youth improve physical health and development.	0			
2) Youth improve social/emotional development.	0			
3) Youth avoid risk-taking behavior for a defined period of time.	0			
4) Youth have reduced involvement with criminal justice system.	0			
5) Youth increase academic, athletic or social skills for school success by participating in before or after school programs.	0			
C. Adult				
1) Parents and other adults learn and exhibit improved parenting skills.	0			
2) Parents and other adults learn and exhibit improved family functioning skills.	0			

**CSBG  
ATTACHMENT D  
PROGRAM STATUTES AND REGULATIONS**

**A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

Both the Recipient and the Department shall be governed by applicable laws and local rules, including, but not limited to: The Omnibus Budget Reconciliation Act of 1981, (Public Law 97-35, as amended), Administrative Rule Chapter 9B-22, Florida Administrative Code, and Title 45 C.F. R. Part 96. Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations are applicable:

1. Part 16 - Department Grant Appeals Board
2. Part 30 - Claims Collection
3. Part 75 - Informal Grant Appeals Procedure
4. Part 76 - Debarment and Suspension from Eligibility for Financial Assistance.

Subpart F. Drug-Free Workplace

5. Part 93 - New Restrictions on Lobbying
6. Part 96 - Block Grants

**B. FUNDING AVAILABILITY FOR EXPENDITURE**

Funds are available for expenditure in accordance with Title VI of Public Law 97-35 as amended by P.L. 105-277, 45 CFR Part 96, OMB Circular A-87, and the laws and procedures applicable to the Community Services Block Grant Program. The Community Services Block Grant program is authorized and funded through the United States Department of Health and Human Services.

**C. PROJECTS OR PROGRAMS FUNDED IN WHOLE OR PART WITH FEDERAL MONEY**

The Recipient assures, as stated in Section 508 of Public Law 103-333, statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:

**CSBG  
ATTACHMENT D  
PROGRAM STATUTES AND REGULATIONS**

(1) the percentage of the total costs of the program or project which will be financed with Federal money,

(2) the dollar amount of Federal funds for the project or program, and

(3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

**D. PROGRAM INCOME**

Program income is gross income received that is directly generated by the federally-funded project during the grant period. The recipient may apply program income, excluding interest income, to meet matching requirements, or may reprogram it for eligible program activities. The amount of program income and its disposition must be reported to the Department on the monthly financial status reports and at the time of submission of the final close-out report.

**E. INTEREST FROM CASH ADVANCES**

Non-profit Recipients shall invest cash advances in compliance with section .22 of OMB Circular A-110 as revised. Local Governments shall invest cash advances in compliance with section .21 (h) (2) (i) of the Common Rule. All Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless the following applies:

**(1) NON-PROFITS ONLY:**

(a) The Recipient receives less than \$120,000 total from all federal awards per year.

(b) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on Federal cash balances from all Federal awards received each year.

(c) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resource. Interest earned off cash advances shall be reflected on the monthly financial status report and the close-out reports.

**CSBG  
ATTACHMENT D  
PROGRAM STATUTES AND REGULATIONS**

**(2) LOCAL GOVERNMENTS**

Except for interest earned on advance of funds exempt under the Intergovernmental Cooperation Action (31 U.S.C. 6501 et. seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and sub-grantees shall promptly, but at least quarterly, remit interest earned on advances to the Federal agency. The grantee or sub-grantee may keep interest amounts up to \$100 per year for administrative expenses for all interest accrued from all federal awards received. The interest maintained for administrative expenses must be proportionate to the program's contribution to the interest earned.

**F. MODIFICATIONS**

(1) The Department shall not be obligated to reimburse the Recipient for outlays in excess of the funded amount of this Agreement unless and until the Department officially approves such expenditures by executing a written modification to the original contractual Agreement.

(2) The following conditions will govern modifications to this agreement:

(a) An unlimited budgeted amount may be moved from any line item to the direct client assistance line item without written departmental approval. These changes will become effective upon the Department receiving and accepting an accurate amended budget summary, budget detail, workplan and workplan summary reflecting these changes.

(b) With the exception given in (a) above, all requests for modifications to increase or decrease any line item by more than 20% must be submitted to the Department for approval thirty (30) days prior to the anticipated implementation date. Failure to meet this time frame may result in reimbursement delays. The Recipient must use a CSBG modification package, approved by the Department, which includes an amended budget summary, budget detail, work plan and work plan summary. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.



**CSBG  
ATTACHMENT D  
PROGRAM STATUTES AND REGULATIONS**

(c) Modifications to increase or decrease any line item by less than 20 percent, may be made without the Department's written approval. These changes will become effective upon the Department receiving and accepting as accurate an amended budget summary, budget detail, work plan and workplan summary reflecting these changes.

(d) Only unobligated funds may be transferred from one line item to another line item.

(e) Budget changes must not result in over expenditure of the amounts stated in section (17)(a) of this agreement, nor the limits set for administrative or secondary administrative expenses.

**G. MATCH REQUIREMENTS**

(1) The Recipient shall match the CSBG funds identified in Section (17)(a) by an amount equal to at least 20 percent of the funds received. Not less than 10 percent of the match shall be in cash. That is, the Recipient shall supply a cash match equal to at least 2 percent of the CSBG funds expended. In-kind match sources shall absorb the balance of the overall minimum 20 percent requirement.

(2) The Recipient shall provide as matching funds for services under this Agreement the amounts reflected in Attachments B-1, Budget Summary and B-3, Budget Detail.

(3) Sources of matching funds and expenditures for all funds under this Agreement shall be governed by the Budget, Attachment B of this Agreement. CSBG funds may not be used in part or in whole to meet the two percent cash match requirement.

**H. CSBG CLIENT ELIGIBILITY AND CLIENT RECORDS**

(1) The Recipient shall certify that each household receiving CSBG funded services is income eligible. The sum of all countable income from all household members must be used in determining eligibility. The total household income cannot exceed 125 percent of the current Office of Management and Budget Poverty Guidelines. A "household" is an individual or group of individuals living together as one economic unit. The Recipient must maintain income documentation of all household income sources that is no more than one year old. In the event that the applicant cannot provide income documentation, the Recipient shall require the applicant to provide a signed certification of eligibility to attest to the applicant's verbal declaration of total household income. This certification must specify the

**CSBG  
ATTACHMENT D  
PROGRAM STATUTES AND REGULATIONS**

reasons that no current documentation can be supplied by the applicant and a statement of how the applicant is providing for his/her basic needs.

(2) The Recipient will maintain a separate record for each CSBG client which includes at least the following data: name, address, sex, race, age, income amount and method of verification for each member of the client's household, date client was interviewed, services provided to the client and documentation of any denial of client services. All CSBG assistance applications must be signed by the client and by the Recipient's representative.

(3) Recipients are required to have written applicant appeal procedures. Any applicant denied CSBG services must be provided a written notice of the denial which includes the appeals process and the reason(s) for the denial. In cases where the denial is for lack of documentation, the agency must explain what specific documents are required in order for the applicant to reapply for services.

(4) All records, correspondence, employee time sheets, board minutes, board meeting notices and other documents related to CSBG funded activities shall be available for public inspection during normal business hours.

**I. MONITORING**

(1) The Recipient shall allow the Department to carry out monitoring, evaluation and technical assistance and shall ensure the cooperation of its employees, and of any sub-recipients with whom the Recipient contracts to carry out program activities.

(2) Training and technical assistance shall be provided by the Department, within limits of staff time and budget, upon request by the Recipient and/or upon determination by the Department of Recipient need.

**J. BONDING**

(1) Non-Profit Organizations: The Recipient agrees to purchase a blanket fidelity bond covering all officers, employees and agents of the Recipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond must cover each officer, employee and agent up to an amount which is equal to at least one-half of the total CSBG contract amount.

**CSBG  
ATTACHMENT D  
PROGRAM STATUTES AND REGULATIONS**

(2) Local Governments: The Recipient agrees to purchase a fidelity bond in accordance with Section 113.07, Fla. Stat and/or Section 624.4622 Fla. Stat. The fidelity bond must cover all officers, employees and agents of the Recipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement.

**CSBG  
ATTACHMENT E  
REPORTS**

**A. Annual reports**

- (1) Within 45 days after the end of the Agreement, the Recipient shall submit the CSBG Close-out Report, including the CSBG Final Financial Report, a refund check for any unspent funds, and the CSBG Final Program Report.
- (2) Recipients will complete and submit the CSBG Information System Survey. The Recipient will be notified in writing of the due date.

**B. Quarterly Reports**

The CSBG quarterly program reports must be provided to the Department no later than the twenty one (21) working days following the end of the last month of the quarterly reporting period.

**C. Monthly reports**

The CSBG Monthly Financial Status Reports must be provided to the Department no later than the twenty-first (21st) day of each month following the end of the reporting period regardless of whether or not funds were expended.

**D. Board Minutes**

- (1) Draft board meeting minutes from all CSBG Board of Directors' meetings must be provided to the Department no later than 15 working days from the date of the meeting.
- (2) Documentation of public notice of each CSBG board meeting must be provided to the Department with the above referenced draft board minutes.
- (3) Official approved minutes from all CSBG Board meetings must be provided to the Department no later than 15 working days from the date of the meeting in which the minutes are approved.

**E. Monitoring Report Responses**

A written response to all monitoring report findings and/or concerns must be provided to the Department no later than 35 days from the date of the monitoring report.

- F. Board Roster** - When board members or officers change, the Recipient within 30 days will provide a revised board roster to the Department. The board roster format which is included with the contract documents and instructions should be used to provide the Department with the following information:

**CSBG  
ATTACHMENT E  
REPORTS**

- Name of Board Member and Current Office held
- Mailing Address separate from agency address (No post office box numbers)
- E-Mail Address
- Telephone Numbers (Home, Fax and Cell)
- Sector Represented (for public or private sectors, list organization represented)
- Date when originally seated on Board
- Date when seated for current term
- Total number of years on board
- Expiration date of current term

G. Upon reasonable notice, the Recipient shall provide additional program updates or information as may be required by the Department, including supporting or source documentation for any reports identified in this section.

H. The reports shall be submitted to:

Ms. Hilda Frazier, Planning Manager  
Florida Department of Community Affairs  
Division of Housing & Community Development  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

**CSBG**  
**ATTACHMENT F**  
**PROPERTY MANAGEMENT AND PROCUREMENT**

Recipient shall comply with property management standards for non-expendable property equivalent, at a minimum, to OMB Circular A-102, revised or OMB Circular A-110, revised, Subpart C, Post Award Requirements, and the awarding federal agency's "Common Rule."

**CSBG  
ATTACHMENT G  
STATEMENT OF ASSURANCES**

A. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

B. Interest of Members, Officers, or Employees of Recipient, Members of Local Governing Body, or Other Public Officials

No member, officer, or employee of the grantee, or its delegates or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract, subrecipient agreement or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The grantee shall incorporate or cause to be incorporated in all such Agreements, a provision prohibiting such interest pursuant to the purposes of this subsection. No board member, officer or employee will be permitted to receive any remuneration or gift in any amount. Board members may receive travel expenses in accordance with s. 112.061, Florida Statutes.

C. Nepotism

The grantee agrees to abide by the provisions of s.112.3135, Florida Statutes, pertaining to nepotism in their performance under this Agreement.

D. CSBG Assurances

The grantee hereby assures and certifies as a condition of receipt of Community Services Block Grant funds, that it and its subrecipients will comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of CSBG funds, the grantee assures and certifies that:



**CSBG  
ATTACHMENT G  
STATEMENT OF ASSURANCES**

(1) The grantee possesses the legal authority to apply for the grant, and that the contract proposal has been approved by the grantee's governing body, including all assurances contained herein.

(2) The grantee will use all CSBG funds to provide services and activities having measurable and potentially major impact on causes of poverty in the community. Funds not used during the contract period will be returned to the Department of Community Affairs with the close-out report on or before the due date.

(3) The recipient assures and provides documentation that the Community Services Block Grant board is administered through a tri-partite board that meets the requirements of 9B-22.001, F.A.C. and 42 U.S.C.9910, Section 676B. The board of directors will fully participate in the development, planning, implementation, and evaluation of the CSBG program to serve low-income communities.

(4) Procedures will be in place which will allow low-income individuals, community organizations and religious organizations to petition for adequate representation on the board if they feel inadequately represented.

(5) The Recipient assures that all board of directors meetings are timely noticed at least seven (7) days but not more than thirty (30) days prior to the date on which the meeting is scheduled. Such notices must be given by publishing meeting information in local media (newspapers, radio, etc.) with a copy on file with the Recipient for inspection by the Department. If immediate danger to the public health, safety or welfare occurs requiring emergency action by the board, a board meeting may be scheduled by any procedure that is fair under the circumstances and necessary to protect the public interest.

(6) The Recipient will provide for coordination among anti-poverty programs in each community.

(7) The Recipient possesses the sound fiscal controls and fund accounting procedures necessary to adequately safeguard the assets of the agency, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with audit procedures and prescribed management policies of the agency.

**CSBG  
ATTACHMENT G  
STATEMENT OF ASSURANCES**

(8) The Recipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law. The Recipient will notify the Department in writing immediately of any allegations or acts pertaining to fraud or the misuse of CSBG funds.

(9) The Recipient will give the Department, the Auditor General or any authorized representative complete access to examine all records, books, papers or documents related to all fiscal and program operations of the grant, including those of any sub-recipient.

(10) The Recipient will comply with non-discrimination provisions, in accordance with Florida Statutes; section 678(F)(c)(1) of Public Law 97-35, as amended; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.

(11) The Recipient will comply with the match requirements of this Agreement and maintain verification of type and source.

(12) The Recipient will comply with section 678F(a)(1) of Public Law 97-35, as amended, which prohibits use of CSBG funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.

(13) CSBG administrative expenses shall not exceed 15 percent of the total final CSBG expenditures (match excluded) at close out. Any amount in excess of this limit shall be refunded to the Department at time of contract close out.

(14) If secondary administrative expenses are requested, the following conditions must be met:

(a) CSBG Budget and Secondary Administrative Expenses, Attachment B and Scope of Work and Quarterly Report Form, Attachment C must document how these expenses will be used to support eligible CSBG Community Action Plan activities.

(b) The administrative expenses of the secondary grant source must be fully utilized prior to using CSBG funds for secondary administrative expenses.

**CSBG  
ATTACHMENT G  
STATEMENT OF ASSURANCES**

(c) CSBG funds may not be used to increase administrative expenses for a secondary grant source above 15 percent of the secondary grant source's total grant amount.

(d) Only the Recipient is eligible for these funds. Secondary administration may not be claimed or used by sub-recipients.

(e) All contracts and fiscal expense documentation related to the grant sources for which secondary administration is claimed must be made available to the Department upon request.

(f) Audit costs, travel and association dues are not allowable secondary administrative expenses.

(g) Under no circumstances shall secondary administrative expenses be approved for costs already covered by the secondary grant source, nor for any other administrative costs exceeding the total of 15 percent of the total secondary grant source budget.

(15) If the Recipient administers a transportation program, it will comply with Chapter 427, Florida Statutes, so that it will coordinate with the appropriate transportation provider(s).

(16) The CSBG application and all its attachments, including budget data, are true and correct.

(17) In accordance with section 678F(b)(1)(2) of Public Law 97-35, as amended, the Recipient will prohibit any political activities by the Recipient or employees in accordance with the Hatch Act restrictions on political activity.

(18) In accordance with section 678(G)(a) of Public Law 97-35, as amended, the Recipient may conduct drug testing on CSBG program participants. If the Recipient does so, it must inform participants, who test positive, and refer them to treatment facilities.

(19) In accordance with section 678G(b) of Public Law 97-35, as amended, the Recipient assures that it will inform custodial parents in single parent homes who participate in CSBG-funded programs about the availability of child-support services and refer them to the appropriate state and local child support offices.

**CSBG  
ATTACHMENT G  
STATEMENT OF ASSURANCES**

(20) In accordance with section 676(b)(11) and section 676(b)(3) of Public Law 97-35, as amended, the Recipient must provide the Department with an agency Community Action Plan that consists of the following:

- (a) A community needs assessment (including food needs);
- (b) A description of the service-delivery system targeted to low-income individuals and families in the service area;
- (c) A description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultation;
- (d) A description of how funding under this Act will be coordinated with other public and private resources; and
- (e) A description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.

(21) The Recipient assures that the Workplan and Quarterly Report Form, Attachment C to this agreement is consistent with the most current Community Action Plan officially adopted by the Recipient's board of directors.

(22) The Recipient agrees to comply with Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.

**CSBG  
ATTACHMENT G  
STATEMENT OF ASSURANCES**

(23) The Recipient assures that the above language contained in Section (22) of Attachment G of this Agreement will be included in any sub-contracts which contain provisions for children's services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

(24) The Recipient assures, as stated in Section 507 of Public Law 103-333, that to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.

(25) The Recipient agrees to adhere to a provision of section 675C(a)(3) of Public Law 97-35, as amended and the FFY 2007-2008 CSBG State Plan regarding the recapture of unobligated funds. Funds allocated in this contract and not obligated by the Recipient during the contract period, will be returned to the Department at the time of close out. Unobligated funds in excess of 20 percent of the amount allocated to the Recipient will be surrendered to the Department. The balance of unobligated funds up to 20 percent will be re-contracted to the Recipient during the next contracting cycle.

(26) Each Recipient receiving an allotment for a fiscal year shall adhere to the Application and Plan assurances set forth in section 676 of Public Law 97-35, as amended.

(27) This Agreement has been approved by the Recipient's governing body by official action, and the officer who signs it is duly authorized to do so.

(28) The Recipient shall secure and maintain an internet computer service and notify the Department of their e-mail address.

(29) The Recipient shall develop a Memorandum of Understanding with all Work Force Florida, Incorporated boards in their service area. The Memorandum of Understanding shall detail cooperative workforce training and employment efforts and shall describe the actions that will be taken by both parties to assure the coordination and partnership of the CSBG program and Work Force Florida, Incorporated "One-Stop" delivery system, services and information.

**CSBG  
ATTACHMENT G  
STATEMENT OF ASSURANCES**

(30) When providing rental or mortgage assistance with CSBG funds, the Recipient will secure either a rental/lease agreement or mortgage documentation and place a copy of the documentation in the client's file.

(31) The Recipient will have appropriate staff attend training sessions as scheduled by the Department to cover CSBG policies and procedures.

**CSBG  
ATTACHMENT H  
SPECIAL CONDITIONS**

A. The Recipient and its sub-recipients shall comply with the following special conditions:

None.

B. Failure of the Recipient or its sub-recipients to comply with the special conditions under this Agreement shall be cause for the immediate suspension of payments, and may be cause for the immediate termination of this Agreement.



CSBG  
ATTACHMENT I

N/A

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Contractor Covered Transactions**

- (1) The prospective contractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Recipient's Name

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
DCA Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**RECEIVED****MAY 22 2008**

**CSBG  
ATTACHMENT J  
WARRANTIES AND REPRESENTATIONS**

COMMUNITY  
ASSISTANCE

Financial Management

Recipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify adequately the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (6) Accounting records, including cost accounting records that are supported by source documentation.

Competition

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

**CSBG  
ATTACHMENT J  
WARRANTIES AND REPRESENTATIONS**

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from at least 7:30 a.m. to 5:00 p.m. Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient or any subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

**CSBG  
ATTACHMENT K  
JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:** \_\_\_\_\_  
**CONTRACT #** \_\_\_\_\_

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16)(a)(b), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

**[ ] NO ADVANCE REQUESTED**

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

**[ X ] ADVANCE REQUESTED**

Advance payment of \$ \$53,918 is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

**ADVANCE REQUEST WORKSHEET**

If you are requesting an advance, complete the following worksheet

	DESCRIPTION	(A) FFY 2006	(B) FFY 2007	(C) FFY 2008	(D) Total
1	INITIAL CONTRACT ALLOCATION	\$226,115	\$230,056	\$230,401	\$686,572
2	FIRST THREE MONTHS CONTRACT EXPENDITURES <sup>1</sup>	\$90,282.02	\$27,180.38	\$43,154.76	\$160,617.16
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)	39.93%	11.81%	18.73%	23.39%

<sup>1</sup> Start with the month in which any contract funds were expended. If you do not have this information, call your consultant and they will assist you.

**MAXIMUM ADVANCE ALLOWED CALCULATION:**

$$\begin{array}{ccccccc} \underline{23.39\%} & & \text{X} & \$ & \underline{230,521} & = & \underline{\$53,918} \\ \text{Cell D3} & & & & \text{CSBG Award} & & \text{MAXIMUM} \\ & & & & \text{(Do not include match)} & & \text{ADVANCE} \end{array}$$

**REQUEST FOR WAIVER OF CALCULATED MAXIMUM**

- [ ] Recipient has no previous CSBG contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- [ X ] Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above. Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

**ESTIMATED EXPENSES**

BUDGET CATEGORY	2008-2009 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

**Explanation of Circumstances:**

CONTRACT NO: 09SB-6V-06-01-029  
MODIFICATION NO: 001

MODIFICATION OF AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS  
AND  
SEMINOLE COUNTY

This Modification is made and entered into by and between the State of Florida, Department of Community Affairs, ("the Department"), and Seminole County the ("Recipient") to Modify DCA Contract Number 09SB-6V-06-01-029 ("the Agreement").

WHEREAS, the Department and the Recipient have entered into the Agreement, pursuant to which the Department has provided a sub-grant of \$230,521 to the Recipient; and

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Paragraph (17)(a) Funding Consideration, is hereby modified to read as follows:

- (a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for cost incurred in the satisfactory performance of work hereunder in an amount not to exceed \$246,352, subject to the availability of funds. The Recipient is authorized to incur costs in an amount not to exceed \$180,385 until further notification is received by the Department. As funds and budget authority are available, changes to the costs the Recipient may incur will be accomplished by notice from the Department to the Recipient, in the form of certified mail, return receipt requested, to the Recipient's contact person identified in Attachment A, Recipient Information. The terms of the Agreement shall be considered to have been modified to allow the Recipient to incur additional costs upon the Recipient's receipt of the written notice from the Department.

This revised contract amount includes:

A. \$230,521	Current CSBG Allocation	(FY 2008-2009)
B. \$ 12,008	Base Increase	(FY 2008-2009)
C. \$ <u>3,823</u>	Carryover Funds	(FY 2007-2008)
D. \$246,352	Total	(Amended CSBG Allocation)

2. If applicable, Attachment A, Recipient Information, Attachment B-1, Budget Summary, Attachment B-2, Sub-Recipient Information, Attachment B-3, Budget Detail, Attachment B-4, Secondary Administration and Attachment C, Scope of Work/Workplan are hereby deleted in their entirety and replaced with Amended Attachment A, Recipient Information, Amended Attachment B-1, Budget Summary, Amended Attachment B-2, Sub-Recipient Information, Amended Attachment B-3, Budget Detail, Amended Attachment B-4, Secondary Administration and Amended Attachment C, Scope of Work/Workplan are attached hereto and incorporated herein by reference.

3. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.

4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set out herein.

**RECIPIENT:**

**STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS**

SEMINOLE COUNTY  
(Type Legal Name of Recipient)

By: \_\_\_\_\_

Bob Dallari, Chairman, BCC  
(Type Name and Title Here)  
Development

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

56-000856  
Federal Identification Number

By: \_\_\_\_\_

Janice Browning, Director  
Division of Housing and Community

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

**AMENDED ATTACHMENT A - RECIPIENT INFORMATION**

**FEDERAL FISCAL YEAR:** 2009 **CONTRACT PERIOD:** October 1, 2008 to September 30, 2009

**1. RECIPIENT:** Seminole County Community Services/Community Assistance

**2. COUNTIES TO BE SERVED WITH THESE FUNDS:** Seminole County

**3. GENERAL ADMINISTRATIVE INFORMATION**

**A. Agency Head (Executive Director or Chief Department Administrator)**

Name: Michele Saunders Title: Director, Community Services

Street Address: 534 West Lake Mary Blvd. County: Seminole

City: Sanford, FL Zip Code: 32773

Telephone: (407) 665-2301 Fax: (407) 665-2309

E-Mail: msaunders@seminolecountyfl.gov

**MAILING ADDRESS (IF DIFFERENT FROM ABOVE)**

Address: Same as above

**B. Chief Elected Official for Local Governments or President/Chair of Board for Nonprofits  
(Home or business address other than agency address.)**

Name: Robert Dallari Title: Chairman

Street Address: 1101 East First Street County: Seminole

City: Sanford, FL Zip Code: 32771

Telephone: (407) 665-7215 Fax: (407) 665-7958

**C. FOR PUBLIC AGENCIES: Chair of Community Action Board  
(Home or business address other than agency address.)**

Name: Sara Reece Title: CSBG Board Chairman

Street Address: 225 Newburyport Ave County: Seminole

City: Altamonte Springs, FL Zip Code: 32701

Telephone ( )                      Fax ( )                      E-Mail: sara@orhs.org

**D. RECIPIENT CONTACT PERSON/PROGRAM COORDINATOR**

Name: Shirley Davis-Boyce Title: Division Manager

Street Address: 534 W. Lake Mary County: Seminole

City: Sanford, FL Zip Code: 32773

Telephone (407) 665-2363 Fax (407) 665-2358 E-Mail: sboyce@seminolecountyfl.gov

**E. WARRANT OFFICER (OFFICIAL TO RECEIVE STATE WARRANT)**

Name: Maryanne Morse Title: Clerk of the Court

Address: P. O. Drawer Q (Street address)

City: Sanford, FL Zip Code: 32771

Telephone: (407) 665-4330 Fax: (407) 330-7193

**F. FINANCIAL CONTACT PERSON**

Name: Leo Luttig Title: Business Manager

Address: 534 W. Lake Mary Blvd. (Street address)

City: Sanford, FL Zip Code: 32773

Telephone: (407) 665-2393 Fax: (407) 665-2358

E-Mail: lluttig@seminolecountyfl.gov

**G. PERSON(S) AUTHORIZED TO SIGN FISCAL REPORTS**

Name: Leo Luttig Title: Business Manager

Name: Susie Montgomery Title: Project Coordinator

**4. SUB-RECIPIENT INFORMATION**

These funds will be transferred to one or more Sub-Recipients: Yes      No   X  

For each Sub-Recipient, attach a copy of Attachment B-2, Sub-Recipient Information

**5. AUDIT: Recipient Fiscal Year:** 10-01-08 **to** 09-30-09

Audit is due nine months from the end of the recipient's fiscal year:

**AMENDED ATTACHMENT B-1  
BUDGET SUMMARY**

**RECIPIENT: Seminole County Community Assistance CONTRACT: 09SB-6V-06-01-029**

REVENUE SOURCES	PERCENT	MATCH	TOTAL AMOUNT	NOTES:
1. CSBG Grant Funds			246,352.00	Round all figures up to the nearest dollar.
2. Cash Match	6.9 %	17,042.00		Provide a minimum of: 2% - Cash Match 20% - Total Match
3. In-Kind Match	13.1 %	32,230.00		
4. TOTAL MATCH (Line 2 + Line 3)	20.0 %		49,272.00	Do not under match. 1.99% Cash Match is unacceptable.
5. TOTAL FUNDS (Line 1 + Line 4)			295,624.00	
CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY	(A) CSBG FUNDS	(B) CASH MATCH	(C) IN-KIND MATCH	(D) TOTAL
ADMINISTRATIVE EXPENSES				
6. RECIPIENT EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, Other)	29,737.00	0.00	24,608.00	54,345.00
7. SUB-RECIPIENT EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, Other)	0.00	0.00	0.00	0.00
8. TOTAL ADMINISTRATIVE EXPENSES (Line 6 + Line 7)	29,737.00	0.00	24,608.00	54,345.00
9. ADMINISTRATIVE EXPENSE PERCENT (Line 8 divided by Line 1)	12 %	CANNOT EXCEED 15% OF CSBG ALLOCATION GIVEN ON LINE 1.		
PROGRAM EXPENSES				
10. RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	172,647.00	17,042.00	0.00	189,689.00
11. RECIPIENT OTHER PROGRAM EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, etc)	43,968.00	0.00	7,622.00	51,590.00
12. SUBTOTAL RECIPIENT PROGRAM EXPENSES (Line 10 + Line 11)	216,615.00	17,042.00	7,622.00	241,279.00
13. SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	0.00	0.00	0.00	0.00
14. SUB-RECIPIENT OTHER PROGRAM EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, etc)	0.00	0.00	0.00	0.00
15. SUBTOTAL SUB-RECIPIENT PROGRAM EXPENSES (Line 13 + Line 14)	0.00	0.00	0.00	0.00
16. TOTAL PROGRAM EXPENSE (Line 12 + Line 15)	216,615.00	17,042.00	7,622.00	241,279.00
17. SECONDARY ADMINISTRATIVE EXPENSES				0.00
18. GRAND TOTAL EXPENSE: (Line 8 + Line 16 + Line 17)	246,352.00	17,042.00	32,230.00	295,624.00



**CSBG  
AMENDED ATTACHMENT B-2  
SUB-RECIPIENT INFORMATION**  
(Complete this page for each sub-recipient)

RECIPIENT: Seminole County Community Assistance

**SUB-RECIPIENT INFORMATION:**

NAME OF ENTITY: Non-applicable as we do not have a sub-recipient agreement

MAILING ADDRESS: \_\_\_\_\_ FL ZIPCODE \_\_\_\_\_

STREET ADDRESS (IF DIFFERENT): \_\_\_\_\_, FL ZIPCODE \_\_\_\_\_

CONTACT PERSON'S NAME AND TITLE: \_\_\_\_\_

TELEPHONE: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_

NOTE: The following line items (7, 13, 14 and 15) must correspond to Attachment B-1, Budget Summary. If there is more than one sub-recipient, it is the Recipient's responsibility to ensure that the total of all sub-recipient budgets add correctly. Expenditures must be detailed in Attachment B-3.

CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY	(A) CSBG FUNDS	(B) CASH MATCH	(C) IN-KIND MATCH	(D) TOTAL
<b>SUB-RECIPIENT ADMINISTRATIVE EXPENSES:</b>				
7. SUB-RECIPIENT EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, Other)				
<b>SUB-RECIPIENT PROGRAM EXPENSES:</b>				
13. SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES				
14. SUB-RECIPIENT OTHER PROGRAM EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, etc)				
15. SUBTOTAL SUB-RECIPIENT PROGRAM EXPENSES (Line 13 + Line 14)				
<b>TOTAL EXPENSES: (Line 7 + Line 15)</b>				

The Recipient must have a written agreement with all subcontractors. The agreement must meet the requirements of Section 14 of this agreement. A copy of the unsigned agreement with the subcontractor must be forwarded to the Department for review and approval along with this agreement. See OMB Circular A-133.210, Sub-recipient Vendor Determination, for further clarification.

**CSBG  
AMENDED ATTACHMENT B-3  
BUDGET DETAIL**

BUDGET LINE ITEM NUMBER	NATIONAL PERFORMANCE INDICATORS (Direct Client Assistance ONLY)	EXPENDITURE DETAIL  Round up line item totals to dollars. Do not use cents and decimals in totals.	BUDGETED EXPENDITURES		
			CSBG FUNDS	CASH MATCH **	IN-KIND MATCH**
6.	5.1 (A)	<b>RECIPIENT EXPENSES</b>  Travel: \$200.00 Transportation: Express mail \$25.00 Building Lease: \$8,237.00 Staff Computer Leases: \$1,438.00 Mail Charges: \$150.00 Office Supplies: \$250.00 Operating Supplies: \$350.00 Books, Dues, Pubs: \$350.00  Salary + Fringes: 24% of Program \$18,737.00 Manager's compensation (remaining compensation - 6% other CSBG, 50% CDBG, and 20% County General revenue)  <hr/> <b>Total:</b> \$29,737.00	\$29,737.00		
6.	6.2 (B)	<b>Administrative Supervision</b> Source=Seminole County In-kind Match <i>Salaries broken down by % for Division Manager,  Accountant, Business Manager, Director's Administrative  Assistant and Department Director.</i> <b>Division Manger:</b> 12.50% of \$102,031.00 @ 5 hours a week=\$12,753.88 - rounded to \$12,754 <b>Accountant:</b> 2.50% of \$59,766.00 @ 1 hour a week=\$1,494.15 - rounded to \$1,494 <b>Business Manager:</b> 3.75% of 87,596.00 @1.5 hours a week = \$3,284.85 - rounded to \$3,285 <b>Director's Administrative Assistant:</b> 1.25% of \$63,005.00 @ .5 hour a week = \$787.56 - rounded to \$788 <b>Department Director:</b> 5.00% of \$121,707.00 @ 2 hours a week = \$6,085.35 - rounded to \$6,085 <b>In- Kind Telephone service=</b> \$75 <b>In-Kind Computer Lease=</b> \$127  <b>Total In-Kind:</b> \$24,608.00			\$24,608.00

**\*EXPLAIN SOURCES OF CASH AND IN-KIND MATCH**

**ATTACHMENT B-3  
BUDGET DETAIL**

BUDGET LINE ITEM NUMBER	NATIONAL PERFORMANCE INDICATORS (Direct Client Assistance ONLY)	EXPENDITURE DETAIL  Round up line item totals to dollars. Do not use cents and decimals in totals.	BUDGETED EXPENDITURES		
			CSBG FUNDS	CASH MATCH **	IN-KIND MATCH**
10.	1.2 (H)	<b>RECIPIENT DIRECT CLIENT ASSISTANCE</b> Customers will receive rental/mortgage payments, in order to for clients acquire/maintain employment and/ or to complete post-secondary education certificate or diploma.	\$107,890		
	6.2 (B) 3.	Customers will receive emergency rental assistance which will prevent them from becoming homeless. <b>Source: \$17,042 BOCC GR Funds (066200)</b>	\$10,000	\$17,042	
10.	4.1	<b>CASE MANAGEMENT</b> Salary + fringes: <b>Program Manager</b> , 1.5% of compensation will be paid out of direct client assistance for case management services. Remaining compensation – 28.5% other CSBG, 50% CDBG, and 20% County General Revenue.	\$1,171		
	1.1 (D)	Salary + fringes: <b>Case Manager</b> , 80% of compensation will be paid out of direct client assistance for case management services. Remaining compensation - 20% other CSBG.	\$53,586		
		<b>TOTAL=</b>	\$172,647	\$17,042	
11.	1.1 (D)	<b>RECIPIENT OTHER PROGRAM EXPENSES</b> Salary + fringes: <b>Case Manager</b> , 20% of compensation will be paid out of recipient other program expenses. Remaining compensation – 80% other CSBG.	\$13,396		
	3.1 (D)	Salary + fringes: <b>Senior Staff Assistant</b> , 50% of compensation will be paid out of recipient other program expenses. Remaining compensation – 50% County General Revenue	\$27,059		
	1.1 (D)	Salary + fringes: <b>Program Manager</b> , 4.5% of compensation will be paid out of recipient other program expenses. Remaining compensation – 25.5% other CSBG, 50% CDBG, and 20% County General Revenue.	\$3,513		
	3.1 (B)3	CSBG Board Member contributed hours. 20 hours per member (9) x \$6.55			\$1,178
	5.1 (A)	Lease cost of three offices sub-let to Work Force Central Florida (WFCF). WFCF provides assistance to CSBG funded and other eligible clients.			\$6,444
		<b>Total:</b>	\$43,968		\$7,622

\*EXPLAIN SOURCES OF CASH AND IN-KIND MATCH

**CSBG**  
**AMENDED ATTACHMENT B-4**  
**SECONDARY ADMINISTRATIVE EXPENSES**

Secondary Administrative Expense requested: Yes ☐ No ☒ Name of Recipient: Seminole County Community Assistance

**INSTRUCTIONS:** If requesting Secondary Administrative Expenses, you must supply the following information for each secondary program for which administrative expenses are being requested. A "secondary program source" is the non-CSBG program that will receive administrative support from the use of CSBG funds. See Attachment G, Section (13) D and G for additional information.

BUDGET INFORMATION	NAME OF SECONDARY PROGRAM:	NAME OF SECONDARY PROGRAM:	NAME OF SECONDARY PROGRAM:	TOTAL OF ALL PROGRAMS
	GRANT START DATE: _____ END DATE: _____	GRANT START DATE: _____ END DATE: _____	GRANT START DATE: _____ END DATE: _____	
1. Total cash budget for secondary program:	\$ _____	\$ _____	\$ _____	
2. Maximum percent administrative expense including indirect cost allowed by secondary program:	%	%	%	
3. Total administrative expense approved by secondary program funding sources: <sup>1</sup>	\$ _____	\$ _____	\$ _____	
4. CSBG secondary administrative expense requested: <sup>2</sup>	\$ _____	\$ _____	\$ _____	\$ _____
5. Total administrative expense (Line 3 + Line 4):	\$ _____	\$ _____	\$ _____	
6. Percent of total administrative expense to total budget (Line 5 divided by Line 1). This total cannot exceed 15% of Line 1.	%	%	%	
7. National Performance Indicator (NPI) supported by this secondary administrative funding. (From Attachment C, Workplan and Quarterly Report Form)	NPI: _____	NPI: _____	NPI: _____	

<sup>1</sup> The Recipient must take full advantage of all administrative and indirect dollars allowed by the secondary program's funding source before CSBG secondary administrative expenses are requested. For each secondary administration program, provide documentation of the maximum administrative limits of the secondary program and a copy of the contract budget detailing the amount of the contract and the administration funds provided by the secondary source.

<sup>2</sup> You are required to provide budget detail in Attachment B-3 for the amount on line 4 for each program above.

**AMENDED ATTACHMENT C - Workplan and Quarterly Report Form**  
**FY 2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 1 (Family) – Low-Income People Become Self-Sufficient**

**AGENCY NAME:** Seminole County Community Assistance

FOCAS Outcomes Catalog		2	3	4	5	6
Goal 1: Low-Income People Become Self-Sufficient		WORKPLAN				
National Performance Indicators:		Total Number of Participants Expected to Achieve Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Still Progressing Toward Outcome	Exited Program Prior to Achieved Outcome
1.1 Employment						
1.2 Employment Supports						
1.3 Economic Asset Enhancement and Utilization						
<i>All agencies must report on at least one NPI in Goal 1.</i>						
<b>NPI 1.1: EMPLOYMENT</b> - The number of low-income participants in community action employment initiatives who get a job or become self-employed as measured by one or more of the following:						
A) Unemployed and obtained a job. ( <i>Unduplicated count</i> )		0				
B) Employed and obtained an increase in employment income. ( <i>Unduplicated count</i> )		0				
C) Achieved "living wage" employment and benefits. ("Living Wage" must be a locally adopted rate as identified by a government or formal coalition.)		0				
D) Maintained Employment for at Least 90 days.		10				
<b>NPI 1.2: EMPLOYMENT SUPPORTS</b> – The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action measured by one or more of the following:						
A) Obtained pre-employment skills/competencies required for employment and received training program certificate or diploma.		15				
B) Completed ABE/GED and received certification or diploma.		0				
C) Completed post-secondary education program and obtained certificate or diploma.		0				
D) Enrolled children in "before" or "after" school programs, in order for parent to gain or maintain employment.		0				
E) Obtain care for child or other dependant in order for parent or caregiver to gain or maintain employment.		19				
F) Obtain access to reliable transportation and/or driver's license in order to gain or maintain employment.		0				
G) Obtained health care services for themselves or a family member in support of family stability needed to gain or retain employment.		0				

**AMENDED ATTACHMENT C - Workplan and Quarterly Report Form**  
**FY 2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 1 (Family) – Low-Income People Become Self-Sufficient**

**AGENCY NAME:** Seminole County Community Assistance

FOCAS Outcomes Catalog		2	3	4	5	6
<b>Goal 1: Low-Income People Become Self-Sufficient</b>						
<b>National Performance Indicators:</b>						
1.1 Employment						
1.2 Employment Supports						
1.3 Economic Asset Enhancement and Utilization						
<i>Must report on at least one NPI in Goal 1.</i>						
H) Obtained safe and affordable housing in support of family stability needed to gain or retain employment.		0				
I) Obtained food assistance in support of family stability needed to gain or retain employment.		0				
J) Obtained identification or work permit documentation for employment. (social security card, work permit, legal immigration papers, drivers licenses, etc.)		0				

**COMMENTS OR EXPLANATION:**

**AMENDED ATTACHMENT C - Workplan and Quarterly Report Form**  
**FY 2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 1 (Family) – Low-Income People Become Self-Sufficient**

**AGENCY NAME: Seminole County Community Assistance**

FOCAS Outcomes Catalog		2	3	4	9
Goal 1: Low-Income People Become Self-Sufficient		WORKPLAN Total Number of Participants Expected to Achieve Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Aggregate d Dollar Amounts (Payments, Credits or Savings)
<b>National Performance Indicators:</b>					
1.1 Employment					
1.2 Employment Supports					
1.3 Economic Asset Enhancement and Utilization					
<i>Must report on at least one NPI in Goal 1.</i>					
<b>NPI 1.3: ECONOMIC ASSET ENHANCEMENT AND UTILIZATION – The number of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one or more of the following.</b>					
<b>A) Enhancement</b>					
(1) Number of participants in tax preparation programs who identify any type of Federal or State tax credit and the aggregated dollar amount of credits.		0			
(2) Number of participants who obtained court-ordered child support payments and expected annual aggregated dollar amount of payments.		0			
(3) Number of participants enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings.		0			
<b>B) Utilization</b>					
(1) Number of participants demonstrating ability to complete and maintain a budget for over 90 days.		0			
(2) Number of participants opening an Individual Development Account (IDA) or other savings account and increased savings, and the aggregated amount of savings.		0			
(3) Of participants in a community action asset development program (IDA or others):					
a) Number capitalizing a small business with accumulated savings.		0			
b) Number pursuing post-secondary education with savings.		0			
c) Number purchasing a home with accumulated savings.		0			

**COMMENTS OR EXPLANATION:**

**AMENDED ATTACHMENT C - WORKPLAN AND QUARTERLY REPORT**  
**2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 2 (Community) – The Conditions in Which Low-Income People Live are Improved**

**Agency Name: Seminole County Community Assistance**

FOCAS Outcomes Catalog		2	3	4	5
<b>Goal 2: The Conditions in Which Low-Income People Are Improved</b>					
<b>National Performance Indicators:</b>					
2.1 Community Improvement and Revitalization					
2.2 Community Quality of Life and Assists					
<b>All agencies must report on at least one NPI in Goal 2.</b>					
<b>NPI 2.1: Community Improvement and Revitalization – Increase in, or safeguarding of threatened opportunities and community resources or services for low-income people in the community as a result of community action projects/initiatives or advocacy with other public and private agencies, as measured by one or more of the following:</b>					
A) Accessible "living wage" jobs created or saved from reduction or elimination in the community (See footnote.)		0		0	
B) Safe and affordable housing units created in the community.		59		59	
C) Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by community action activity or advocacy.		0		0	
D) Accessible and affordable health care services/facilities for low-income people created or saved from reduction or elimination.		0		0	
E) Accessible safe and affordable childcare or child development placement opportunities for low-income families created or saved from reduction or elimination.		0		0	
F) Accessible "before" school and "after" school program placement opportunities for low-income families created or saved from reduction or elimination.		0		0	
G) Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation.		0		0	
H) Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post-secondary education.		0		0	
<sup>1</sup> "Living Wage" must be a locally adopted rate as identified by a local government or formal coalition.					



**AMENDED ATTACHMENT C - WORKPLAN AND QUARTERLY REPORT**  
**2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 2 (Community) – The Conditions in Which Low-Income People Live are Improved**

**Agency Name: Seminole County Community Assistance**

FOCAS Outcomes Catalog		2	3	4	5
<b>Goal 2: The Conditions in Which Low-Income People Are Improved</b>					
<b>National Performance Indicators:</b>					
2.1 Community Improvement and Revitalization					
2.2 Community Quality of Life and Assists					
<b>All agencies must report on at least one NPI in Goal 2.</b>					
<b>NPI 2.2: Community Quality of Life and Assets – The quality of life and assets in low-income neighborhoods are improved by community action initiatives or advocacy, as measured by one or more of the following:</b>					
A) Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets.		0		0	
B) Increase in the availability or preservation of community facilities (schools, libraries, community centers, recreation, etc.)		0		0	
C) Increase in the availability or preservation of community services to improve public health and safety.		0		0	
D) Increase in the availability or preservation of commercial services within low-income neighborhoods.		0		0	
E) Increase in or preservation of neighborhood quality-of-life resources.		0		0	

**Narrative Comments:**

**AMENDED ATTACHMENT C – Workplan and Quarterly Report Form**  
**2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Goal 3 (Community): Low-Income People Own a Stake in their Community**

**Agency Name: Seminole County Community Assistance**

FOCAS Outcomes Catalog	2	3
Goal 3: Low-Income People Own a Stake in their Community		
<b>National Performance Indicators:</b>		
3.1 Civic Investment		
3.2 Community Empowerment through Maximum Feasible Participation		
<i>All agencies must report on NPI 3.1.</i>		
<b>NPI 3.1: Civic Investment – The number of volunteer hours donated to Community Action.</b>		
A) Low-income people take part in one or more of the following:	0	
1) Serve on the CAA Board of Directors.	0	
2) Serve on Head Start Policy Councils.	0	
3) Serve on Family Center/ Parent Councils.	0	
4) Serve on other CAA Advisory Boards, councils or committees.	0	
5) Assist with program activities and logistics.	0	
6) Participate in advocacy to meet agency and community goals.	0	
B) Volunteer hours donated in your agency or agency supported activities by one of the following groups:	395	
1) General public.	275	
2) CAA clients.	0	
3) CAA non-low income board members. (Include volunteer hours of low-income board members in A above.)	0	
4) Other non-profit or government agencies.	120	
5) Business community.	0	
6) Other (Please identify in "Explanation" below).	0	
<b>TOTAL NUMBER OF HOURS VOLUNTEERED TO COMMUNITY ACTION</b>	<b>395</b>	

**Narrative Comments:**

# **AMENDED ATTACHMENT C – Workplan and Quarterly Report Form** **2008-2009 Florida Outcomes for Community Action System (FOCAS)** **Goal 3 (Community): Low-Income People Own a Stake in their Community**

**Agency Name: Seminole County Community Assistance**

FOCAS Outcomes Catalog		2	3
Goal 3: Low-Income People Own a Stake in their Community		WORKPLAN	Actual
National Performance Indicators:		Number of Low-Income People Expected to Participate	Number of Low-Income People who Participated
3.1 Civic Investment 3.2 Community Empowerment through Maximum Feasible Participation <i>All agencies must report on NPI 3.2.</i>			
<b>NPI 3.2: Community Empowerment through Maximum Feasible Participation – The number of low-income people mobilized as a direct result of community action initiative to engage in activities that support and promote their own well-being and that of their community as measured by one or more of the following:</b>			
A) Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy setting through community action efforts.		3	
B) Number of low-income people acquiring businesses in their community as a result of community action assistance.		0	
C) Number of low-income people purchasing their own homes in their community as a result of community action assistance.		0	
D) Number of low-income people engaged in non-governance community activities or groups created or supported by community action.		0	

**Narrative Comments:**

**AMENDED ATTACHMENT C – Workplan and Quarterly Report Form**  
**2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 4 (Agency) – Partnerships Among Supporters and Providers of Services to Low-Income People are Achieved**

**Agency Name: Seminole County Community Assistance**

FOCAS Outcomes Catalog		2	3
<b>Goal 4: Partnerships Among Supporters and Providers of Services to Low-Income People are Achieved</b>			
<b>NATIONAL PERFORMANCE INDICATORS:</b>			
4.1 Expanding Opportunities Through Community-Wide Partnerships			
<b>All agencies must report on NPI 4.</b>			
<i>(A partnership or collaboration is defined as a formal relationship documented by a written agreement such as a Memorandum of Understanding or service contract, a financial agreement, or an informal working relationships or alliances between the CAP and one or more public or private organizations to foster CSBG goals.)</i>			
<b>NPI 4.1: Expanding Opportunities through Community-Wide Partnerships – The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes.</b>			
1) Non-Profit		12	
2) Faith Based		4	
3) Local Government		4	
4) State Government Entity		3	
5) Federal Government Entity		1	
6) For-Profit Business or Corporation		1	
7) Coalition or collaborative (3 or more groups)		0	
8) Others: Please identify.		0	
a)			
b)			
The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes. Provide an <b>UNDULICATED</b> count of the above organizations.		25	

**Narrative Comments:**

**AMENDED ATTACHMENT C – Workplan and Quarterly Report Form**  
**2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results**  
**AGENCY NAME: Seminole County Community Assistance**

**Table 1 – Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People**

Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results		2	3	4	5
National Performance Indicators:		Funding Received by Source in 2007-2008	Anticipated Funding by Source in 2008-2009	Anticipated Increase or Decrease in Dollars	Actual Funding by Source in 2008-2009
5.1 Broadening the Resource Base – The number of dollars mobilized by community action. (All agencies must complete all Tables under Goal 5. Complete entire chart for Workplan.)					
Funding Sources					
A) Community Services Block Grant (CSBG)		\$235,802	\$246,352	+10,550	
B) Federal Government Resources – Other than CSBG					
a) Weatherization Assistance Program funded by DOE through DCA					
b) Low-Income Home Energy Assistance Program (through DCA) funded by HHS					
c) LIHEAP- Weatherization Assistance Program (through DCA) funded by LIHEAP					
d) Head Start					
e) Early Head Start					
f) Older American Act					
g) SSBG funded by HHS					
h) Medicare/Medicaid funded by HHS					
i) Community Food and Nutrition by HHS					
j) Temporary Assistance to Needy Families from HHS through State TANF					
k) Child Care Development Block Grant from CCDBG					
l) Other HHS Resources (list in order of size)					
1)					
2)					
3)					
m) Women, Infant and Children (WIC) nutrition program from USDA					
n) USDA non-food programs (e.g. rural development)					
o) All other USDA Food Programs					
p) Community Development Block Grant funded by HUD directly or indirectly through federal, state or local government		\$2,472,352	\$2,386,570	-85,782	
q) Housing Programs funded by HUD					
1) Section 8					
2) Section 202					
r) All other HUD programs including homeless programs		\$1,253,429	\$1,200,774	-52,655	
s) Employment and Training Programs funded by the US Dept. of Labor (DOL) JPTA whether funded through state agencies, or Workforce Investment Boards.					
t) Other DOL programs					
u) Corporation for National and Community Service Programs such as AmeriCorps*Vista, AmeriCorps*NCCC; SeniorCorps programs (Foster Grandparent; RSVP; Senior Companion); Learn and Serve, or America Reads					
v) FEMA					
w) Transportation funded by U. S. DOT					
x) Other Federal Sources: List by name of funding source. Do not use abbreviations.					
1)					
2)					
<b>TOTAL: NON-CSBG FEDERAL RESOURCES</b>		\$3,725,781	\$3,587,344	-138,437	

**AMENDED ATTACHMENT C – Workplan and Quarterly Report Form**  
**2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results**  
**AGENCY NAME: Seminole County Community Assistance**

Table 1 – Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People				
FOCAS Outcomes Catalog				
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results	2	3	4	5
<b>National Performance Indicators:</b> 5.1 Broadening the Resource Base – The number of dollars mobilized by community action. (All agencies must complete all Tables under Goal 5. Complete entire chart for Workplan.)	Funding Received by Source in 2007-2008	Anticipated Funding by Source in 2008-2009	Anticipated Increase or Decrease in Dollars	Actual Funding by Source in 2008-2009
<b>C) State Resources (Non-federal, state-appropriated funds)</b>				
a) State appropriated funds used for the same purpose as federal CSBG funds				
b) State Housing and Homeless Programs	\$3,782,459	\$3,764,113	-18,346	
c) State Nutrition Programs				
d) State Day Care and Early Childhood Programs				
e) State Energy Programs (do NOT include LIHEAP, EHEAP, WAP or WAP-LIHEAP)				
f) State Health Programs				
g) State Youth Development Programs				
h) State Employment and Training Programs				
i) State Head Start Programs				
j) State Senior Programs				
k) State Transportation Programs				
l) State Education Programs				
m) State Community, Rural and/or economic development programs				
n) State Family Development Programs				
o) Other State Funded Programs: List by name of funding source. Do not use abbreviations.				
1)				
2)				
<b>TOTAL: STATE RESOURCES</b>	\$3,782,459	\$3,764,113	-18,346	
<b>D) Local Government Resources</b>				
a) Unrestricted funds appropriated by local governments	\$3,207,443	\$3,291,804	+84,361	
b) Value of contracted services with local governments	\$929,000	\$672,000	-257,000	
c) Value of in-kind goods/services received from local governments	\$25,648	\$32,230	+6,582	
d) Other Local Government Resources: Give description or name of program. Do not abbreviate.				
1)				
2)				
<b>TOTAL: LOCAL GOVERNMENT RESOURCES</b>	\$4,162,091	\$3,996,034	-166,057	
<b>E) Private Sector Resources</b>				
a) Funds from Foundations, Corporations, United Way, other non-profits				
b) Other donated funds				
c) Value of donated items, food, clothing, furniture, etc.				
d) Value of in-kind services received from businesses				
e) Fees paid by clients for services (Example, income through "sliding scale" fees allowed by some programs for medical care, transportation, mental health services, or legal/tax assistance.)				
f) Payments by private entities for goods or services for low-income clients or communities				
g) Other Private Sector Resources				
<b>TOTAL: PRIVATE SECTOR RESOURCES</b>				

**AMENDED ATTACHMENT C – Workplan and Quarterly Report Form**  
**2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results**  
**AGENCY NAME: Seminole County Community Assistance**

**Table 1 – Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People**

FOCAS Outcomes Catalog		2	3	4	5
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results					
<b>National Performance Indicators:</b>					
5.1 Broadening the Resource Base – The number of dollars mobilized by community action.					
<i>(All agencies must complete all Tables under Goal 5. Complete entire chart for Workplan.)</i>					
<b>Funding Sources</b>					
<b>TOTAL: ALL NON-CSBG RESOURCES (Non-CSBG Federal Resources + State Resources + Local Government Resources + Private Sector Resources)</b>		\$11,670,331	\$11,347,491	-322,840	
<b>CSBG FUNDS FROM LINE 1</b>		\$235,802	\$246,352	+10,550	
<b>Total Agency Budget (If different from the sum of All Non-CSBG Resources plus CSBG Funds, provide an explanation below.)</b>		\$11,906,133	\$11,593,843	-312,290	

**Abbreviations:**

DCA – Florida Department of Community Affairs  
 DEA – Florida Department of Elder Affairs  
 DOE – U. S. Department of Energy  
 DOL – U.S. Department of Labor  
 DOT – U. S. Department of Transportation  
 FEMA – Federal Emergency Management Administration  
 HHS – U.S. Department of Health and Human Services  
 HUD – U. S. Department of Housing and Urban Development  
 JTPA – Job Training and Partnership Act  
 LIHEAP – Low-Income Home Energy Assistance Program  
 SSBG – Social Services Block Grant  
 USDA – U. S. Department of Agriculture

*For further instructions, see Information System Survey Instructions, Part 1: Section F.*

**Explanation:**

**AMENDED ATTACHMENT C – Workplan and Quarterly Report Form**  
**2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results**  
**AGENCY NAME: Seminole County Community Assistance**

Table 2 – Agency Increase Staff Capacity to Achieve Results Through Training				
FOCAS Outcomes Catalog	2	3	4	5
<b>Goal 5: Agencies Increase Their Capacity to Achieve Results</b> <b>Agency Staff Improves Their Capacity to Achieve Results.</b> (All agencies must complete all Tables under Goal 5. Complete Columns 2 and 3 for Workplan.)	Number of Staff Who Will Receive Training During the Year	Total Number of Classroom Hours of Training Planned (Number of staff MULTIPLIED BY hours in class)	Number of Staff Who Received Training During this Contract to Date	Total Number of Classroom Hours of Training Completed This Period (Number of staff MULTIPLIED BY hours in class)
A. Staff who work with customers in self-sufficiency program receive training specific to case management.	7	28		
B. Staff who work with customers in self-sufficiency program receive training specific to family development.	0	0		
C. Staff who works with grants or contract management receives training to expand, update or upgrade their skills.	0	0		
D. Fiscal staff attending training on OMB Circular or audit compliance.	1	16		
E. Board members receive training related to their roles and responsibilities.	0	0		
F. Fiscal staff receives accounting or data collection or management training.	2	24		
G. Program staff receives data collection or management training.	0	0		
H. Other training not reported above or in Goal 5, Tables 4 or 5. Describe below.	0	0		
1)				
2)				
3)				
4)				
5)				

**Note: The term "classroom" is used in a very broad sense. This may include in-office training provided by a contractor such as data system training or other forms of employee development; attending a class or seminar, completing web-based or other self-directed instruction, and attending a conference or workshop. The training should be structured and formal.**



**AMENDED ATTACHMENT C – Workplan and Quarterly Report Form**  
**2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results**  
**AGENCY NAME: Seminole County Community Assistance**

Table 3 – Agency Organizes and Operates its Programs, Services, and Activities Toward Accomplishing Family and Community Outcomes				
FOCAS Outcomes Catalog		2	3	4
Goal 5: Agencies Increase Their Capacity to Achieve Results		Agency's Status as of 09/30/08	Workplan Agency's Status at the End of this Contract	Agency's Current Status
Agency has the Capacity to Measure Client Progress toward Self-Sufficiency. (All agencies must complete all Tables under Goal 5. Complete column 2 and 3 for Workplan.)				
<b>A) Agency has the Capacity to Measure Client/Customer Progress Towards Self-Sufficiency.</b> CAAs are organized in different ways depending on their configuration of programs and services. Please identify with an "X" the ONE statement below that <u>BEST</u> describes how your CAA's intake process is organized:				
1) A common in-take process and common ID# is used for all clients of the CAA.		X	X	
2) A common in-take process and common ID# is used for some clients of the CAA.		N/A	N/A	
3) A separate in-take process and/or separate ID# is used for each program administered by the CAA.		N/A	N/A	
<b>B) CAAs are organized in different ways depending on their configuration of programs and services: Please identify with an "X" the ONE statement below that <u>BEST</u> describes how your CAA manages client information and tracks client progress:</b>				
1) Agency utilizes a database for all clients of the agency for use in intake and assessment and provision of services.		N/A	N/A	
2) Agency utilizes a database for some clients of the agency for use in intake and assessment and provision of services.		X	X	
3) Agency utilizes a database for all clients of the agency for use in intake, assessment, provision of services and measurement of outcomes.		N/A	N/A	
4) Agency utilizes a database for some clients of the agency for use in intake, assessment, provision of services and measurement of outcomes.		N/A	N/A	
<b>C) What computer program(s) is used to manage client information and track client progress?</b>				
1)		N/A	N/A	
2)		N/A	N/A	

**Explanation:**

**AMENDED ATTACHMENT C – Workplan and Quarterly Report Form**  
**2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results**  
**AGENCY NAME: Seminole County Community Assistance**

Table 4 – Agency Organizes and Operates its Programs, Services, and Activities Toward Accomplishing Family and Community Outcomes			
	2	3	4
<b>FOCAS Outcomes Catalog</b>			
<b>Goal 4: Agencies Increase Their Capacity to Achieve Results</b>			
A. Agency has the Capacity to Report Client Progress Toward Self-Sufficiency.			
B. Agency has Provided Results-Oriented Management and Accountability Training.			
C. Agency Programs Achieved Accreditation Demonstrating That Program Meets or Exceeds Nationally Recognized Standards.			
D. Agency is Implementing ROMA tools and management practices.			
<i>(All agencies must complete all Tables under Goal 5. Complete columns 2 and 3 for Workplan.)</i>			
A) Agency has the Capacity to Report Client/Customer Progress Toward Self-Sufficiency. (Answer Yes or No for each.)			
1) Agency can report outcomes that measure progress towards self-sufficiency without use of an outcome scale. (Explain method used in Narrative Comments section below)	No	No	
2) Agency utilizes outcome scales to measure client movement toward self-sufficiency. (If yes, attach copy of scale with Workplan submission.)	No	No	
3) Agency has capacity to derive unit cost statistics for efficiency: cost per service delivered or cost of service per client.	Yes	Yes	
4) Agency has capacity to derive unit cost statistics for effectiveness: cost per outcome delivered.	No	No	
B) Agency has Provided Results-Oriented Management and Accountability Training within the past 2 years. (Answer Yes or No for each.)			
1) At least half of the Agency board has received ROMA training.	No	No	
2) Agency management staff has received ROMA training.	No	No	
3) Agency supervisory staff has received ROMA training.	No	No	
4) Agency line staff has received ROMA training.	No	No	
C) Agency Programs Achieved Accreditation Demonstrating That Program Meets or Exceeds Nationally Recognized Standards. (Answer Yes or No for each.)			
1) Early childhood care and education sites receive NAEYC or other recognized form of accreditation.	No	No	
2) Programs achieve other form of recognized accreditation. (Please describe in the Narrative Comments below.)	No	No	
D) Agency is Implementing ROMA tools and management practices. (Answer Yes or No for each.)			
1) Agency has adopted and implemented logic models for key programs and activities.	Yes	Yes	
2) Agency programs and activities are evaluated using ROMA principals.	No	No	
3) FOCUS and Information System Survey Reports are provided to, reviewed and discussed with CSBG board members quarterly.	No	No	

**Narrative Comments:**

**AMENDED ATTACHMENT C – Workplan and Quarterly Report Form**  
**2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 5 (Agency) – Agencies Increase Their Capacity to Achieve Results**  
**AGENCY NAME: Seminole County Community Assistance**

Table 5 – Agency Staff Obtains Credentials that Improve Their Capacity to Achieve Results			
FOCAS Outcomes Catalog			
Goal 5: Agencies Increase Their Capacity to Achieve Results	2	3	4
Agency Staff Obtained Credentials That Improve Their Capacity to Achieve Results. (All agencies must complete all Tables under Goal 5. Complete Columns 2 and 3 for Workplan.)			
<b>Agency Staff Obtained Credentials That Improve Their Capacity to Achieve Results.</b>			
A. Staff who work with families obtain the Family Development Specialist credential.	0	0	
B. Staff who work with children obtain the Child Development Associate credential or higher form of credential/degree.	0	0	
C. Staff obtain G.E.D.	0	0	
D. Staff who received CCAP credentials.	0	0	
E. Staff who received Associates Degree.	0	0	
F. Staff who received Bachelors Degree.	0	0	
G. Staff who received Masters Degree.	0	0	
H. Staff who received Doctorate Degree.	0	0	
I. Staff who are certified ROMA Trainers.	0	0	
J. Agency staff obtained other credentials that increase their capacity to achieve results. (Please describe in the Narrative Comments below.)	0	0	

**Narrative Comments:**

**AMENDED ATTACHMENT C – Workplan and Quarterly Report Form**  
**FY 2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 6 (Family) – Low-Income People, Especially vulnerable populations,**  
**Achieve Their Potential by Strengthening of Family and Other Supportive Environments**

**Agency Name: Seminole County Community Assistance**

FOCAS Outcomes Catalog		2	3	4
<b>Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems</b>  National Performance Indicators: 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development		<b>WORKPLAN</b>  Total Number of Participants Expected to Achieve Outcome	Received Services	Number of People  Achieved Outcome
<i>All agencies must report on at least one NPI in Goal 6.</i> <b>NPI 6.1: INDEPENDENT LIVING – The number of vulnerable individuals receiving services from community action that maintain an independent living situation as a result of those services.</b>		225		
<b>A. Senior Citizens (55 or older)</b>		100		
<b>B. Individuals with Disabilities</b>				
<b>NPI 6.2: EMERGENCY ASSISTANCE – The number of low-income households served by community action that sought emergency assistance, and the number who received assistance, including services such as:</b>		<b>WORKPLAN</b>		
<b>Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems</b>  6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development		Total Number of Households Expected to Achieve Outcome	Number of Households  Seeking Assistance	Received Assistance
<b>A. Food (Households)</b>		0		
1) Receive emergency/supplemental food from food pantry, commodities, vouchers, community farming, etc.		0		
2) Senior congregate meal programs		0		
3) Meals on Wheels		0		
4) Summer Nutrition Program		0		

**AMENDED ATTACHMENT C – Workplan and Quarterly Report Form**  
**FY 2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 6 (Family) – Low-Income People, Especially vulnerable populations,**  
**Achieve Their Potential by Strengthening of Family and Other Supportive Environments**

**Agency Name: Seminole County Community Assistance**

FOCAS Outcomes Catalog		2	3	4
		WORKPLAN	Number of Households	
		Total Number of Households Expected to Achieve Outcome	Seeking Assistance	Receiving Assistance
<b>Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems</b>				
6.1 Independent Living				
6.2 Emergency Assistance				
6.3 Child and Family Development				
<b>B. Emergency Vendor Payments</b>		600		
1) Home Energy Assistance funded by Low-Income Home Energy Assistance		0		
2) Home Energy Assistance funded by public or private funds other than LIHEAP		0		
2) Water Bill Assistance		0		
3) Rent or Mortgage Assistance		0		
C. Temporary Shelter (motel, shelter placement, etc.)		0		
D. Emergency Medical Care		200		
E. Protection from Violence		0		
F. Legal Assistance		0		
G. Transportation		0		
H. Disaster Relief		0		
I. Clothing		0		
J. Provide translation assistance in order for person to receive emergency services.		0		

**AMENDED ATTACHMENT C – Workplan and Quarterly Report Form**  
**FY 2008-2009 Florida Outcomes for Community Action System (FOCAS)**  
**Community Action Goal 6 (Family) – Low-Income People, Especially vulnerable populations,**  
**Achieve Their Potential by Strengthening of Family and Other Supportive Environments**

**Agency Name: Seminole County Community Assistance**

FOCAS Outcomes Catalog					2	3	4
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems					WORKPLAN	Number of People	
						Total Number of People Expected to Achieve Outcome	People Enrolled in Program(s)
					NPI 6.3: CHILD AND FAMILY DEVELOPMENT – The number of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals, as measured by one or more of the following:		
A. Infant and Child					0		
1) Infants and children obtain age appropriate immunizations, medical and dental care.					0		
2) Infants and children health and physical development are improved as a result of adequate nutrition.					0		
3) Children participate in pre-school activities to develop school readiness skills					0		
4) Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1 <sup>st</sup> Grade.					0		
B. Youth					0		
1) Youth improve physical health and development.					0		
2) Youth improve social/emotional development.					0		
3) Youth avoid risk-taking behavior for a defined period of time.					0		
4) Youth have reduced involvement with criminal justice system.					0		
5) Youth increase academic, athletic or social skills for school success by participating in before or after school programs.					0		
C. Adult					0		
1) Parents and other adults learn and exhibit improved parenting skills.					0		
2) Parents and other adults learn and exhibit improved family functioning skills.					0		



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Florida Boating Improvement Program - Grant Application

**DEPARTMENT:** Fiscal Services

**DIVISION:** Administration - Fiscal Services

**AUTHORIZED BY:** Lisa Spriggs

**CONTACT:** Jennifer Bero

**EXT:** 7125

**MOTION/RECOMMENDATION:**

Request approval to submit a grant application to the Florida Fish and Wildlife Commission requesting \$200,000.00 through their Florida Boating Improvement Program; approve and authorize the Chairman to execute a resolution in support of the project; and authorize the County Manager to execute other supporting documents as may be required.

District 2 Michael McLean

Jennifer Bero, Bryan Nipe

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**BACKGROUND:**

The Florida Fish and Wildlife Commission provides competitive grants for projects designed to serve the needs of boaters and boating-related activities on coastal and/or inland waters of Florida. Eligible projects include improvements to public launching facilities, piers, docks, boater education and other activities that enhance boating access for recreational boaters.

Staff is interested in pursuing the grant for renovations at C.S. Lee Park. If awarded, the grant would fund improvements to the park such as replacement of the boat ramp and approach way, floating dock, and other general amenities. (See attached Abstract for additional information.)

The proposed application would request \$200,000 for the project costs. No match is required; therefore, no funds would be required by the County.

The grantor requires that applications include an adopted Resolution authorizing the Leisure Services Department to apply for and administer the grant on behalf of the applicant. Such Resolution is presented for approval at this time, authorizing the Leisure Services Director to proceed with the application submission.

**STAFF RECOMMENDATION:**

Staff recommends: (1) the Board approve submittal of the grant application to the Florida Fish and Wildlife Commission requesting \$200,000 through their Florida Boating Improvement Program for the C.S. Lee Park project; (2) approve and authorize the Chairman to execute a resolution in support of the project; and (3) authorize the County Manager to execute other supporting documents as may be required.



**ATTACHMENTS:**

1. Project Summary
2. Resolution

**Additionally Reviewed By:**

☒ County Attorney Review ( Arnold Schneider )

**GRANT PROPOSAL REVIEW FORM – ABSTRACT  
GRANTS ADMINISTRATION DIVISION**

FUNDER: Florida Fish and Wildlife Commission

DATE DUE: April 2, 2009

PROJECT TITLE: C.S. Lee Park Boat Ramp Renovations

DEPARTMENT: Leisure Services/Greenways and Natural Lands

PROJECT MANAGER: Bryan Nipe, Greenways and Natural Lands Manager

PROJECT DESCRIPTION: Facilities throughout C.S. Lee Park have exceeded their practical lifespan and/or are not appropriate including cracked pavement, striping, receptacles, pavilion, gang plank and slips, and eroding shoreline. The existing slip does not accommodate temporary staging of vessels, the concrete ramp itself is not used to its full capacity with a gangplank in the center, and during times of high water the structure is inaccessible. Renovations are needed to address these issues. A scope of work has been prepared to include:

- Installation of a floating turbidity screen
- Boat Ramp Demolition and New Installation
- Installation of single land boat ramp and approach way
- Replacement of aluminum/wood floating dock
- Repair and stripe parking lot and other amenities

The grant would fund 100% of the actual project costs as in-kind match would be accommodated by existing Leisure Services staff resources.

TOTAL AMOUNT REQUESTED: \$200,000

MATCHING FUNDS (IF APPLICABLE): \$ 0

TOTAL PROJECT COST: \$200,000

GRANT FUNDING IS:

☒ COMPETITIVE

☐ ENTITLEMENT

☐ CONTRACT

Resolution No. \_\_\_\_\_

SEMINOLE COUNTY, FLORIDA

## RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF MARCH 24, 2009.**

**WHEREAS**, the Seminole County Board of County Commissioners is interested in carrying out the following described project for the enjoyment of the citizenry of Seminole County and the State of Florida:

Project Title: C.S. Lee Park Boat Ramp Renovation

Total Estimated Cost: \$200,000

Brief Description of Project: Installation of floating turbidity screen; Boat Ramp and Approach way demolition; Boat Ramp Installation; Installation of single land Boat Ramp and Approach way; Replacement of aluminum/wood floating dock.

**WHEREAS**, the State of Florida Fish and Wildlife Conservation Commission (FWCC), through its Florida Boating Improvement Program (FBIP) grant funding administered by FWCC's Division of Law Enforcement, Boating and Waterways Section, provides a significant, potential, and necessary source of funding for this project; and

**WHEREAS**, obtaining grant funding in the amount of Two Hundred Thousand and no/100 dollars (\$200,000) will render sufficient funding for the completion of the project;

**NOW, THEREFORE**, be it resolved by the Board of County Commissioners that:

1. The foregoing recitals are incorporated herein by reference and are deemed as findings of fact by the Board.
2. The C.S. Lee Park Boat Ramp Renovation Project is hereby authorized subject to receipt of sufficient grant funding from FWCC.
3. Be it further resolved that the Leisure Services Director is authorized to make application to the State of Florida Fish and Wildlife Conservation Commission for a grant in the amount of Two Hundred Thousand and no/100 dollars (\$200,000) and that the Board shall enter into a binding agreement with the State as a condition of being awarded the grant.
4. The project will be operated and maintained at the expense of the Seminole County Board of County Commissioners for public use.

**ADOPTED** this 24<sup>th</sup> day of March, 2009

**ATTEST:**

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

\_\_\_\_\_  
Bob Dallari, Chairman

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



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM****SUBJECT:** Hazard Mitigation Grant Program Application**DEPARTMENT:** Fiscal Services**DIVISION:** Administration - Fiscal Services**AUTHORIZED BY:** Lisa Spriggs**CONTACT:** Jennifer Bero**EXT:** 7125**MOTION/RECOMMENDATION:**

Request approval to submit a grant application to the Florida Division of Emergency Management requesting up to \$315,000 through their Hazard Mitigation Grant Program to protect Fire Stations; approve and authorize the Chairman to execute a resolution in support of the project and authorizing the County Manager to execute other supporting documents for making the grant application.

County-wide

Jennifer Bero, Chief Leeanna Raw

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**BACKGROUND:**

The Florida Division of Emergency Management has announced the availability of Hazard Mitigation Grant Program funds as a result of the Presidential Disaster Declaration from Tropical Storm Fay. The funding is offered to assist declared communities with implementing mitigation measures designed to reduce or eliminate long-term risk to people and property from natural hazards and their effects.

Staff is interested in pursuing the grant for the engineering, purchase and installation of protective window shuttering, as well as replacement and upgrading of bay doors to provide wind protection at the following Fire Stations:

Station 12 – 325 Douglas Ave, Altamonte Springs

Station 14 – 600 Hattaway Dr., Altamonte Springs

Station 16 – 930 Wekiva Springs Rd., Longwood

Station 22 – 7122 US 17-92, Fern Park

Station 23 – 4810 Howell Branch Rd., Winter Park

Station 27 – 5280 Red Bug Lake Rd., Casselberry

Station 34 – 4905 W. SR 46, Sanford

Station 35 – 201 W. County Home Rd., Sanford

Station 36 – 6200 W. Lake Mary Blvd., Lake Mary

Station 41 – 3355 E. SR 46, Sanford

Station 42 – 320 E. SR 46, Geneva

Station 43 – 110 7<sup>th</sup> Street, Chuluota

The estimated cost for the project is \$420,000. The grant application would request 75% of the project costs (up to \$315,000). If the grant is awarded, the 25% match of up to \$105,000 would be accommodated by the Fire Fund.

A requirement of the grant application is a fully executed resolution delegating signature authority to the County Manager and acknowledging the requirement for matching funds should the grant be awarded. Staff is requesting approval of such resolution.

**STAFF RECOMMENDATION:**

Approve the submittal of a grant application to the Florida Division of Emergency Management requesting up to \$315,000 through their Hazard Mitigation Grant Program to protect Fire Stations; approve and authorize the Chairman to execute a resolution in support of the project and authorizing the County Manager to execute other supporting documents for making the grant application.

**ATTACHMENTS:**

1. Project Summary
2. Resolution

**Additionally Reviewed By:**

☒ County Attorney Review ( Arnold Schneider )

**GRANT PROPOSAL REVIEW FORM – ABSTRACT**  
**GRANTS ADMINISTRATION DIVISION**

FUNDER: Florida Dept of Community Affairs/FEMA

DATE DUE: April 6, 2009

PROJECT TITLE: Fire/Rescue Stations Wind Retrofit

DEPARTMENT: Public Safety

PROJECT MANAGER: Leeanna Raw, Fire Chief

PROJECT DESCRIPTION: Strategically located fire stations in Seminole County provide quarters for trained emergency personnel who are tasked to respond to alarms at times where high speed winds damage residential and commercial structures and potentially injuring occupants inside. Most of the fire stations were built years ago without any modern wind protection and are vulnerable to high winds and flying debris caused by the storm. Emergency personnel are available around the clock and ready to provide assistance to the citizens of Seminole County. This mitigation project will provide a safe environment for critical equipment and personnel needed before, during, and after a storm.

TOTAL AMOUNT REQUESTED: \$315,000

MATCHING FUNDS (IF APPLICABLE): \$105,000

SOURCES OF MATCH: Fire Fund

TOTAL PROJECT COST: \$420,000

THIS PROPOSAL IS A:

☒ NEW GRANT

☐ CONTINUATION GRANT

☐ SUPPLEMENTAL GRANT

GRANT FUNDING IS:

☒ COMPETITIVE

☐ ENTITLEMENT

☐ CONTRACT



Resolution No. \_\_\_\_\_

SEMINOLE COUNTY, FLORIDA

## RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF MARCH 24, 2009.**

**WHEREAS**, the Seminole County Board of County Commissioners is interested in carrying out the following described project for providing enhanced protections for the health, safety and welfare of the citizenry of Seminole County and the State of Florida:

Project Title: Fire Stations Wind Retrofit

Total Estimated Cost: \$420,000 (not to exceed)

Brief Description of Project: Wind shuttering for each of the following Fire/Rescue Stations of Seminole County, Florida:

Station 12 – 325 Douglas Ave, Altamonte Springs  
Station 14 – 600 Hattaway Dr., Altamonte Springs  
Station 16 – 930 Wekiva Springs Rd., Longwood  
Station 22 – 7122 US 17-92, Fern Park  
Station 23 – 4810 Howell Branch Rd., Winter Park  
Station 27 – 5280 Red Bug Lake Rd., Casselberry  
Station 34 – 4905 W. SR 46, Sanford  
Station 35 – 201 W. County Home Rd., Sanford  
Station 36 – 6200 W. Lake Mary Blvd., Lake Mary  
Station 41 – 3355 E. SR 46, Sanford  
Station 42 – 320 E. SR 46, Geneva  
Station 43 – 110 7<sup>th</sup> Street, Chuluota

**WHEREAS**, the State of Florida Department of Community Affairs/Federal Emergency Management Administration (DCA/FEMA), through its Hazard Mitigation Grant Program (“grant”), provides a significant, potential, and necessary source of funding for this project; and

**WHEREAS**, obtaining grant funding in the amount not to exceed Three Hundred Fifteen Thousand and no/100 dollars (\$315,000) in conjunction with locally generated matching funds of One Hundred Five Thousand and no/100 dollars (\$105,000) will render sufficient funding for the completion of the project;

**NOW, THEREFORE**, be it resolved by the Board of County Commissioners that:

1. The foregoing recitals are incorporated herein by reference and are deemed as findings of fact by the Board.
2. The Fire Stations Wind Retrofit Project is hereby authorized subject to receipt of sufficient grant funding from the DCA/FEMA.
3. Be it further resolved that the County Manager is authorized to make application to DCA/FEMA for the grant in the amount of Three Hundred Fifteen Thousand and no/100 dollars (\$315,000), the County Manager is considered to be an authorized agent with signature authority for the purposes of this grant, and that the Board shall enter into a binding agreement with the State as a condition of being awarded the grant.
4. The County has the ability and intention to finance the local share of the project costs and that the Fire Stations to be improved with the grant funds will continue as operational fire stations to meet the public safety needs of the public.

**ADOPTED** this 24<sup>th</sup> day of March, 2009

**ATTEST:**

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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Bob Dallari, Chairman

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



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Neighborhood Stabilization Program - Grant Agreement

**DEPARTMENT:** Fiscal Services

**DIVISION:** Administration - Fiscal Services

**AUTHORIZED BY:** Lisa Spriggs

**CONTACT:** Jennifer Bero

**EXT:** 7125

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a grant agreement with the US Department of Housing and Urban Development in acceptance of \$7,019,514.00 through their Neighborhood Stabilization Program.

County-wide

Jennifer Bero, Michele Saunders

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**BACKGROUND:**

The US Department of Housing and Urban Development (HUD) is providing funds through their Neighborhood Stabilization Program ("NSP") for local government agencies to stabilize neighborhoods and provide a means for redevelopment of affordable housing for low, moderate, and middle income households.

Seminole County is being awarded \$7,019,514 to initiate NSP activities pursuant to the amendment to the CDBG One Year Action Plan, which governs the expenditure of funds for this grant, the application for which was approved by the BCC on November 18, 2008. Administered by the Community Services Department/Community Assistance Division, NSP Program funds would be used for the following activities:

- (1) Purchase assistance to individual income qualified individuals;
- (2) Home acquisition, rehabilitation, and resale to individual income qualified individuals; and,
- (3) Acquisition and rehabilitation of suitable rental properties for occupancy by low income households, including group homes for persons with special needs.

For the funds to be received, the Board must approve and authorize the Chairman to execute a grant agreement in the form presented herewith. A coordinating budget amendment to allocate the grant revenue and program expenditures is presented for Board approval in the Budget Division section of this agenda.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute a grant agreement with the US Department of Housing and Urban Development in acceptance of \$7,019,514.00 through their Neighborhood Stabilization Program.

**ATTACHMENTS:**

1. Agreement

**Additionally Reviewed By:**

- ☒ County Attorney Review ( Arnold Schneider )
- ☒ Budget Review ( Lisa Spriggs )

**FUNDING APPROVAL AND GRANT AGREEMENT FOR  
NEIGHBORHOOD STABILIZATION PROGRAM (NSP) FUNDS  
AS AUTHORIZED AND APPROPRIATED UNDER THE  
HOUSING AND ECONOMIC RECOVERY ACT OF 2008  
(PUBLIC LAW 110-289, JULY 30, 2008)**

**NSP GRANTEE:** Seminole County  
**NSP GRANT NUMBER:** B-08-UN-12-0018  
**NSP GRANT AMOUNT:** \$ 7,019,514  
**NSP APPROVAL DATE:** 1/18/2009

This Grant Agreement between the Department of Housing and Urban Development (HUD) and **Seminole County (Grantee)** is made pursuant to the authority of sections 2301 – 2304 of the Housing and Economic Recovery Act of 2008 (Public Law 110-289 (July 30, 2008)) (HERA). The program established pursuant to section 2301-2304 is known as the “Neighborhood Stabilization Program” or “NSP.” The Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Redevelopment of Abandoned and Foreclosed Homes Under the Housing and Economic Recovery Act, 2008 published at 73 FR 58330 (October 6, 2008) (Notice); HERA; the Grantee’s submission for NSP assistance (Grantee Submission); the HUD regulations at 24 CFR Part 570 (as modified by the Notice and as now in effect and as may be amended from time to time) (Regulations); and this Funding Approval, including any special conditions, constitute part of the Grant Agreement.

Subject to the provisions of this Grant Agreement, HUD will make NSP Grant Funds in the amount of **\$ 7,019,514** available to the Grantee upon execution of this Grant Agreement by the parties. The Grantee shall have 18 months from the date of HUD’s execution of this Grant Agreement to obligate the NSP Grant Amount pursuant to the requirements of HERA and the Notice. The Grantee shall have 48 months from the date of HUD’s execution of this Grant Agreement to expend the NSP Grant Amount pursuant to the requirements of the Notice. The NSP Grant Funds may be used to pay eligible costs arising from eligible uses incurred after the NSP Approval Date provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-award planning and general administrative costs may not be paid with funding assistance except as permitted in the Notice; the Notice limits such costs to those incurred on or after September 29, 2008. Other pre-award costs may not be paid with funding assistance except as permitted by 24 CFR 570.200(h); for purposes of NSP, such costs are limited to those incurred on or after the date that the NSP substantial amendment was received by HUD.

The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I of the Housing and Community Development Act, as amended (42 U.S.C. 5304) and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Grant Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

This Grant Agreement may be amended only with the prior written approval of HUD. In considering proposed amendments to this Grant Agreement, HUD shall review, among other things, whether the amendment is otherwise consistent with HERA, the Notice, and the Regulations.

The Grantee may amend its Grantee Submission; however, such amendments, including substantial amendments as defined in 24 CFR Part 91, will be subject to the requirements of 24 CFR Part 91 (or any successor regulation) and any revisions HUD may make to the Notice (or any successor Notice or regulation).

The Grantee shall at all times maintain an up-to-date copy of its Grantee Submission, including all amendments approved by HUD, on its Internet website as required by the Notice. Further, the Grantee shall maintain information on all draw downs, deposits, and expenditures of grant funds and program income under this Funding Approval and Grant Agreement and any other records required by 24 CFR 570.506, in its files and shall make such information available for audit or inspection by duly authorized representatives of HUD, HUD's Office of the Inspector General, or the Comptroller General of the United States.

The Grantee shall submit information on performance measurement as established by the Secretary for activities undertaken with NSP grant funds.

The Grantee is advised that providing false, fictitious or misleading information with respect to NSP Grant Funds may result in criminal, civil or administrative prosecution under 18 USC §1001, 18 USC §1343, 31 USC §3729, 31 USC §3801 or another applicable statute.

Close-out of this grant shall be subject to the provisions of 24 CFR 570.509 or such close-out instructions as may hereafter be issued by HUD specifically for NSP grants.

[Remainder of this page blank]



This NSP Grant Agreement is binding with respect to HUD in accordance with its terms upon the execution by HUD in the space provided above, subject to execution on behalf of the Grantee.

**The United States Department of  
Housing and Urban Development**

  
\_\_\_\_\_  
Signature of Authorized Official

Gary A. Causey  
\_\_\_\_\_  
Name of Authorized Official

Director,  
Community Planning and Development Division  
\_\_\_\_\_  
Title of Authorized Official

March 3, 2009  
\_\_\_\_\_  
Date of Signature

**The Grantee**

**Seminole County**  
**BOARD OF COUNTY COMMISSIONERS**  
**SEMINOLE COUNTY, FLORIDA**

\_\_\_\_\_  
Signature of Authorized Official

BOB DALLARI  
\_\_\_\_\_  
Name of Authorized Official

Chairman  
\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date of Signature

59-6000856  
\_\_\_\_\_  
Grantee Tax Identification Number

As authorized for execution by the Board of  
County Commissioners at their March 24, 2009  
regular meeting.

ATTEST:

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

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

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



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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** BAR #09-29 - \$7,019,514 - Community Services - Neighborhood Stabilization Grant Fund

**DEPARTMENT:** Fiscal Services

**DIVISION:** Budget

**AUTHORIZED BY:** Lisa Spriggs

**CONTACT:** Betty Segal

**EXT:** 7171

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-29 through the Neighborhood Stabilization Grant Fund in the amount of \$7,019,514.00 to increase funding for the Neighborhood Stabilization Grant program.

County-wide

Lin Polk

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**BACKGROUND:**

Funding has been awarded by HUD in the amount of \$7,019,514 for the Neighborhood Stabilization grant program. The grant provides funding for the redevelopment of abandoned and foreclosed homes grantees under the Housing and Economic Recovery Act, 2008. The required action plan has been filed with HUD. "NSP" funds must be used within 18 months of receipt and recipients are low to moderate income bracket. No match funds are required and 10% of the award and program income may be used for general administration and planning activities. Program income received before July 30, 2013, may be retained if it is treated as additional CDBG funds. Program income received after July 30, 2013 will be returned to the Treasury.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-29 through the Neighborhood Stabilization Grant Fund in the amount of \$7,019,514.00 to increase funding for the Neighborhood Stabilization Grant program.

**ATTACHMENTS:**

1. Budget Amendment Request

**Additionally Reviewed By:**

☒ Grant Review ( Lisa Spriggs )

2009-R-

**BUDGET AMENDMENT REQUEST**

TO: Seminole County Board of County Commissioners  
 FROM: Department of Fiscal Services  
 SUBJECT: **Budget Amendment Resolution**  
 Department: Community Services  
 Fund(s): 11920 – Neighborhood Stabilization Program (NSP)

FS Recommendation	
B Segal Analyst	1/30/09_ Date
Budget Manager	Date
Director	Date
09-29 BAR	

PURPOSE: Fund the Neighborhood Stabilization Program (NSP) Grant per the HUD Grant Agreement Letter

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
11920.331570		Neighborhood Stabilization Grant	7,019,514
<b>Total Sources</b>			<b>\$7,019,514</b>

**Uses:**

Account Number	Project #	Account Title	Amount
11920 066850.510120		Regular Salary and Wages	325,000
11920 066850.530340		Contracted Services	376,951
11920 066851.580821		Aid to Private Organizations	6,317,563
<b>Total Uses</b>			<b>\$7,019,514</b>

**BUDGET AMENDMENT RESOLUTION**

This Resolution, 2009-R-\_\_\_\_\_ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida \_\_\_\_\_ as reflected in the minutes of said meeting.

Attest:

\_\_\_\_\_  
 Maryanne Morse, Clerk to the  
 Board of County Commissioners

By: \_\_\_\_\_  
 Bob Dallari, Chairman

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

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

Entered by County Finance Department

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



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## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** BAR #09-34 - \$15,831 - Community Services - Community Services Block Grant Fund

**DEPARTMENT:** Fiscal Services

**DIVISION:** Budget

**AUTHORIZED BY:** Lisa Spriggs

**CONTACT:** Betty Segal

**EXT:** 7171

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-34 through the Community Services Block Grant Fund in the amount of \$15,831.00 to increase funding for the Community Services Block Grant program.

County-wide

Lin Polk

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**BACKGROUND:**

Additional CSBG funding increasing the award to \$246,352 is being made available from the Florida Department of Community Affairs. An additional cash match is not required as it is being met by in-kind contribution from Work Force of Central Florida. The in-kind contribution from Work Force in fact reduces the County's budgeted cash match by \$3,277.

The corresponding modification is presented by Community Services on this agenda.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-34 through the Community Services Block Grant Fund in the amount of \$15,831.00 to increase funding for the Community Services Block Grant program.

**ATTACHMENTS:**

1. Budget Amendment Request

<b>Additionally Reviewed By:</b> No additional reviews
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2009-R-

**BUDGET AMENDMENT REQUEST**

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**  
 Department: Community Services  
 Fund(s): 11905 – Community Services Block Grant (CSBG)

**FS Recommendation**

B Segal \_\_\_\_\_ 2/24/09\_  
 Analyst \_\_\_\_\_ Date

Budget Manager \_\_\_\_\_ Date

Director \_\_\_\_\_ Date

09-34 \_\_\_\_\_

BAR

PURPOSE: Additional CSBG funding in the amount of \$15,831 is being made available from the Florida Department of Community Affairs. The additional \$3,167 of matching contributions was totally off-set by the \$6,444 in-kind match from the Work Force Central Florida sub-lease of office space in the Community Assistance Reflections office.

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
11905.334696		Community Services-CSBG	15,831
00100.066200.530490.066202		Other Charges/Obligation – CSBG Cash Match	3,277
<b>Total Sources</b>			<b>\$ 19,108</b>

**Uses:**

Account Number	Project #	Account Title	Amount
11905.066202.530490		Other Charges/Obligations	15,831
00100.999901.599998		Reserve for contingency	3,277
<b>Total Uses</b>			<b>\$ 19,108</b>

**BUDGET AMENDMENT RESOLUTION**

This Resolution, 2009-R-\_\_\_\_\_ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida \_\_\_\_\_ as reflected in the minutes of said meeting.

Attest:

\_\_\_\_\_  
 Maryanne Morse, Clerk to the  
 Board of County Commissioners

By: \_\_\_\_\_  
 Bob Dallari, Chairman

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

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

Entered by County Finance Department

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





**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** BAR #09-38 - \$12,746,276 - Environmental Services - Water & Sewer Fund - Capital Improvement Program Management Services Operating Project

**DEPARTMENT:** Fiscal Services

**DIVISION:** Budget

**AUTHORIZED BY:** Lisa Spriggs

**CONTACT:** Karen Huffman

**EXT:** 7173

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute Budget Amendment Request #09-38 through the Water and Sewer Fund in the amount of \$12,746,276.00 to establish the Operating Project budget for Capital Improvement Program Management Services related to the currently funded portion of the capital improvement program.

County-wide

Lisa Spriggs

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**BACKGROUND:**

Seminole County Administrative Code Section 22.5 Financial Policies, subsection I sets forth Board policy with regard to Budget Execution and Amendment. The Policy provides that the Board adopt the budget at the fund level, while providing for managerial controls for encumbrances and expenditures at the "Operations Level" and "Project Level". A "Project" is defined as "a budgetary and financial system identifier assigned internally to monitor and track costs associated with capital outlay and operating projects". Encumbrances (commitments related to unperformed contracts for goods or services) and the ensuing expenditures paid down on those encumbrances are subject to automated budgetary control at the Project Level. Budget amendment is only deemed necessary by policy when expenditures are anticipated to exceed the total budget for the Project. As a management tool Capital Projects are often broken down in segments (i.e. Land Acquisition, Program Management, Design, Construction, etc) to provide staff a more refined approach to tracking and control of project funding throughout the project period.

The attached budget amendment request establishes an "Operating Project" for Program Management Services related to the Water & Sewer Capital Improvement Program. The Operating Project is being established to ensure transparency in compliance with the wording of the master agreement (PS-5190-05) for Program Management Services. The project is being established with an offsetting contra account to facilitate proper capitalization of expenditures for these services to the individual Capital Project budgets annually appropriated by the Board. The contra account is offset by the sum of the individual Program Management sub-objects (account), which represent the estimated Program Management portion of the total appropriated Capital Project budget for each individual project. See attached back-up documentation for this breakdown.

The total budget for Program Management services remaining for the funded portion of the

capital improvement program is \$12,746,276 as of October 1, 2008. Note that some of the services being provided are not conventionally viewed as Program Management, but are included in the budgeted amount for Program Management, because they are within the Scope of Services under County Contract PS-5190-05 for Program Management. A breakdown follows:

\$ 9,745,524	Project Management
426,340	Permit Assistance
280,957	Construction Mgmt for Orange Blvd Utilities Project
170,680	Rebid Services for Yankee Lake
181,699	Public Involvement for Yankee Lake
114,156	Business Plan Development for Regional Water Facility
26,920	Bid Phase Services for Regional Water Facility
<u>1,800,000</u>	Projected additional services related to Yankee Lake
\$12,746,276	Total Operating Project being appropriated through BAR

**STAFF RECOMMENDATION:**

Staff recommends that the Board Approve and authorize the Chairman to execute Budget Amendment Request #09-38 through the Water and Sewer Fund in the amount of \$12,746,276.00 to establish the Operating Project budget for Capital Improvement Program Management Services related to the currently funded portion of the capital improvement program.

**ATTACHMENTS:**

1. Budget Amendment Request
2. Back-up to Budget Amendment Request 09-38

<b>Additionally Reviewed By:</b> No additional reviews
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2009-R-

**BUDGET AMENDMENT REQUEST**

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**

Department:

Fund(s):

PURPOSE: Establish CH2MHill Project account for program management services over Environmental Services Capital Improvement Program.

**FS Recommendation**

K Huffman	3/13/09
Analyst	Date

Budget Manager	Date
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Director	Date
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09-38

BAR

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
40100.087802.531000		Contra for Project Management Project	12,746,276
<b>Total Sources</b>			<b>\$12,746,276</b>

**Uses:**

Account Number	Project #	Account Title	Amount
40100.087802.530311	00283201	Project Management	12,746,276
<b>Total Uses</b>			<b>\$12,746,276</b>

**BUDGET AMENDMENT RESOLUTION**

This Resolution, 2009-R-\_\_\_\_\_ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida \_\_\_\_\_ as reflected in the minutes of said meeting.

Attest:

\_\_\_\_\_  
 Maryanne Morse, Clerk to the  
 Board of County Commissioners

By: \_\_\_\_\_

Bob Dallari,  
 Chairman

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

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

Entered by County Finance Department

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

Project #	Project Name	FY 09 Project Budget	FY 09 Budget (CH2MHill Portion)
021701	OVERSIZINGS & EXTENSIONS	1,000,000	90,923
024803	SCADA SYSTEMS UPGRADES	575,815	13,837
056601	WATER PLANT REHABILITATIONS	482,809	99,149
063601	CHAPMAN RD UTILITY ADJUSTMENTS	42,355	672
064501	WATER DISTRIBUTION UPGRADES	481,822	79,764
064606	EAST LAKE DRIVE WATER MAIN EXTENSION	30,072	1,724
064702	LOCKWOOD RED WATER MAIN	2,025	2,025
065101	LK EMMA ROAD UTILITY ADJUSTMENT	1,811,144	155,331
065201	MINOR ROADS UTILITY UPGRADES	2,849,690	27,235
067201	CR 15 UTILITY ADJUSTMENTS	293,617	48,346
082904	PUMP STATIONS UPGRADES	81,790	81,400
083101	COLLECTION SYSTEM UPGRADES	85,584	85,584
115701	CHEMICAL FEED SYSTEM UPGRADES	15,873	15,873
164301	YANKEE LAKE ALTERNATIVE WATER	4,770,826	149,322
164501	EASTERN REGIONAL RECLAIMED	3,411,500	13,509
164601	OVIEDO/SEMINOLE COUNTY RECLAIMED	2,260	2,260
168801	SE/LK HAYES WATER MAIN PHASE II	3,203,095	260,903
178101	BUNNEL ROAD UTILITY ADJUSTMENTS	366,131	52,912
178301	COUNTRY CLUB WELL #3	715,659	83,538
181201	YANKEE LAKE RECLAIMED MAIN	248,524	248,520
181601	YANKEE LAKE SURFACE WATER PLANT	44,823,370	4,363,224
182301	MARKHAM WOODS ROAD UTILITIES	4,234,016	238,029
182901	GREENWOOD LAKES BOOSTER STATION	545	540
193101	MARKHAM WOODS RD WATER MAIN EXT	189,958	1,443
193201	FIRE FLOW IMPROVEMENTS	11,338	8,286
193301	LAKE MONROE GROUND STORAGE TANK	220,807	189,748
193601	BEAR LAKE RD WATER INTERCONNECT	357,954	36,940
194101	AUTOMATED VALVE IMPROVEMENTS	1,633	1,633
194301	UTILITY INFORMATION SYSTEMS	28,535	28,525
194901	SAND LAKE RD FORCE MAIN ADJUST	2,599	2,599
195201	YANKEE LAKE PLANT EXPANSION/RERATE	3,717,528	1,021,357
195501	WATER QUALITY IMPROVEMENTS	128,863	1,970
195701	WATER QUALITY PLANT UPGRADES	881,001	477,399
200401	MARKAM AQUIFER STORAGE WELL	257,915	4,429
201101	CONSUMPTIVE USE PERMIT	159,078	3,175
201201	EMERGENCY POWER SYSTEMS	180,436	180,436

Project #	Project Name	FY 09 Project Budget	FY 09 Budget (CH2MHill Portion)
201501	POTABLE WELL IMPROVEMENTS	1,139,567	3,114
203101	SECURITY IMPROVEMENTS	156,649	10,005
203201	FL WTR SYSTEM- WATER SYSTEM UPGRADES	243,257	48,759
203301	FL WTR SYSTEM- WATER PLANT UPGRADES	1,473,559	229,663
203601	YANKEE LAKE ROAD WATER MAIN	10,211	10,211
203801	FERN PARK WATER SYSTEM UPGRADES	40,791	9,336
203901	APPLE VALLEY PUMP STATION REPLACEMENT	387,902	22,703
204001	TRI-PARTY OPTIMIZATION PROGRAM	1,322,666	22,665
207801	ORANGE BOULEVARD WATER MAIN	899,636	57,474
214701	RISING SUN BLVD WATER MAIN	133,607	2,954
216401	IRON BRIDGE AGREEMENT	568,190	35,020
216501	ELDER RD/ORANGE BLVD WATER MAIN	2,956,774	235,662
216601	MARKHAM PLANT WELLS 4 & 5	1,680,832	147,522
216701	MARKHAM PLANT H2S TREATMENT	1,010,567	365,767
216901	LONGPOND ROAD WATER MAIN	439,970	63,694
217101	HEATHROW BLVD RECLAIMED WATER MAIN	2,083,027	322,650
217201	RECLAIMED RETROFIT PHASE II	7,424,777	874,763
217301	RECLAIMED RETROFIT PHASE I	17,187	17,186
217401	LONGWOOD/MARKHAM RD UTILITIES	3,081,512	316,585
217601	NW RECLAIMED WTR SYS AUGMENTATION WELL	86,441	86,598
217701	ORANGE BOULEVARD UTILITY ADJUSTMENT	1,310,398	170,564
217801	MARKHAM RECLAIM STORAGE/REPUMP	3,867,972	238,074
218001	SYLVAN LAKE RD FORCE MAIN	147,197	147,192
218301	NW COLLECTION SYSTEM UPGRADES	98,257	98,257
223001	RESIDENTIAL RECLAIMED RETROFIT PHASE III	326,550	14,422
223101	RESIDENTIAL RECLAIM RETROFIT PH IV	1,027,589	512,142
223201	RESIDENTIAL RECLAIM RETROFIT PH V	80,343	80,343
227401	GREENWOOD RECLAIM PLANT RERATE	1,555,671	291,924
247901	ORANGE BOULEVARD	1,357,468	227,844
253701	CRA FERN PARK UTILITIES	7,880	7,880
255201	WASTEWATER RECLAIMED MASTER PLAN	27,321	2,741
		<u>110,629,935</u>	<u>12,746,274</u>



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** BCR #09-06 - \$186,250 - Environmental Services - Water & Sewer Operating Fund

**DEPARTMENT:** Fiscal Services

**DIVISION:** Budget

**AUTHORIZED BY:** Lisa Spriggs

**CONTACT:** Karen Huffman

**EXT:** 7173

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute Budget Change Request # 09-06 through the Water & Sewer Operating Fund in the amount of \$186,250.00 to increase funding for the Water Quality Plant Upgrades Project.

County-wide

Lin Polk

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**BACKGROUND:**

The Water Quality Plant Upgrades project is to design, permit and construct improvements to meet compliance with existing and future regulations regarding water quality and disinfection by-products, while simultaneously improving drinking water aesthetic characteristics.

A budget increase of \$186,250 is being requested for scope changes to allow for the continuation of wellfield water quality testing in FY09 and upgrades to chlorine residual analyzers at the SER Water Treatment Plant.

The estimated project total is \$46.5M, including \$2.5M of prior years expenditures, \$42.9M of projected future year costs, and a revised FY 2008/09 budget of approximately \$1.1M.

The project started in 2006 and is anticipated to be completed in 2015. The preliminary design for the interim improvements to the Southeast Regional Water Treatment Plant was completed in February 2009. The one-year well water quality analysis project will be completed in March 2009.

Funding is being provided from the Collection System Upgrades project. Cost reduction based on updated construction cost estimate. Based on project schedule coordination and cost estimate updates, funds required for this CIP have been reduced for FY2008/09 projects.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute Budget Change Request # 09-06 through the Water & Sewer Operating Fund in the amount of \$186,250.00 to increase funding for the Water Quality Plant Upgrades Project.

**ATTACHMENTS:**

1. BCR 09-06

<b>Additionally Reviewed By:</b> No additional reviews
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**\*\*\*SEMINOLE COUNTY BUDGET REQUEST\*\*\***

**Budget Division Use only:**

**DATE:** 02/23/09

**FROM: Department** Environmental Services

**Division** Planning, Engineering & Inspection

<b>BCR</b>	<input checked="" type="checkbox"/>	09-06

**WHAT IS NEEDED:**

<p align="center"><b>Operational Adjustment</b></p> <p><input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Cost)</p> <p><input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Scope)</p> <p><input type="checkbox"/> New program or service: program or service is not in this fiscal year's budget.</p>	<p align="center"><b>Project Adjustment</b></p> <p><input type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increased Cost)</p> <p><input checked="" type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increase Scope)</p> <p><input type="checkbox"/> New project: Project is not in this fiscal year's budget.</p>
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**Detailed Explanation:**

Additional funding for water quality testing/analysis and installation of chemical feed systems to meet compliance with existing and future regulations regarding water quality and disinfection by-products while simultaneously improving drinking water aesthetic characteristics. Specific project includes SER Chlorine Residual Analyzers at SER Water Treatment Plant, and Water Quality Testing.

	<b>Fund #</b> <u>40100</u>	<b>Fund Name</b> <u>Water &amp; Sewer Operating</u>		
	<b>FUND/ACCOUNT NUMBER</b>	<b>Project #</b>	<b>ACCOUNT TITLE</b>	<b>AMOUNT</b>
<b>TRANSFER</b>	<u>40100.87805.560650</u>	<u>00083101</u>	<u>Construction In Progress</u>	<u>\$186,250</u>
<b>FROM</b>			<u>(Collection System Upgrades)</u>	
			<b>TOTAL</b>	<u><b>\$186,250</b></u>
	<b>FUND/ACCOUNT NUMBER</b>	<b>Project #</b>	<b>ACCOUNT TITLE</b>	<b>AMOUNT</b>
<b>TRANSFER</b>	<u>40100.087805.560650</u>	<u>00195701</u>	<u>Construction In Progress</u>	<u>\$186,250</u>
<b>TO</b>			<u>(Water Quality Plant Upgrades)</u>	
			<b>TOTAL</b>	<u><b>\$186,250</b></u>

**RECOMMENDATION:** ☒ Approval      Date 3/4/09      Analyst K Huffman      Budget Manager \_\_\_\_\_

**REVIEW:**      FS Director \_\_\_\_\_      County Manager \_\_\_\_\_

**BCC APPROVAL:**      BCC Meeting Date 3/24      Date Signed \_\_\_\_\_      Signature \_\_\_\_\_

**FINANCE:** Transfer has been posted      Date \_\_\_\_\_      Signature \_\_\_\_\_



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM****SUBJECT:** Release of Code Enforcement Lien – Case No. 08-103-CEB, Dohitee Ramsanahi**DEPARTMENT:** Planning and Development      **DIVISION:** Planning**AUTHORIZED BY:** Dori DeBord**CONTACT:** Carolyn Jane Spencer**EXT:** 7403**MOTION/RECOMMENDATION:**

Approve the Release of Lien in the amount of \$8,500.00, Case No. 08-103-CEB, on 2155 Van Arsdale Street, Oviedo, Tax Parcel #25-20-31-5BA-0000-4190, owned by Dohitee Ramsanahi, and authorize the Chairman to execute a Release of Lien.

District 2 Michael McLean

Tina Williamson

**BACKGROUND:**

In response to a complaint, on September 10, 2007, the Inspector from the Building Department observed the following violation located at 2155 Van Arsdale Street, Oviedo: Construction without the required permits.

The timeline up until compliance on this violation is below:

<b>DATE</b>	<b>ACTION</b>	<b>RESULT</b>
June 4, 2008	Statement of Violation and Request for Hearing.	Filed by Inspector from the Building Department.
June 11, 2008	Notice of Hearing mailed to Respondents.	Certified mail returned. Property posted.
July 24, 2008	Code Board Hearing – Findings of Fact, Conclusions of Law and Order.	Order entered by Code Enforcement Board giving a compliance date of October 31, 2008 with a fine of \$250.00 per day if violation is not corrected.
November 3, 2008	Affidavit of Non-Compliance filed by Inspector from the Building Department after reinspection on November 3, 2008.	Violation still remains.
November 5, 2008	Lien letter mailed to Respondent notifying them of December 4, 2008 hearing to impose lien	Certified mail returned.
December 4, 2008	Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien issued by Code Enforcement Board.	Ordered entered by the Code Enforcement Board imposing lien of \$8,500.00 and still accruing at \$250.00 per day.

January 21, 2009	Affidavit of Compliance filed by Inspector from the Building Department after obtaining information that a permit was issued on September 25, 2008.	Violation had been corrected on September 25, 2008, before the compliance date imposed by the Code Enforcement Board, and no fine should have accrued.
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**STAFF RECOMMENDATION:**

Staff recommends that the Board approve the Release of Lien in the amount of \$8,500.00, Code Enforcement Board Case #08-103-CEB, on 2155 Van Arsdale Street, Oviedo, Tax Parcel #25-20-31-5BA-0000-4190, owned by Dohitee Ramsanahi, and authorize the Chairman to execute a Satisfaction of Lien.

**ATTACHMENTS:**

1. Findings And Order
2. Affidavit Of Non Compliance
3. Order imposing Lien
4. Affidavit Of Compliance
5. Revised Affidavit of Compliance
6. Property Appraiser Data
7. Release of Lien

**Additionally Reviewed By:**

☒ County Attorney Review ( Kathleen Furey-Tran )

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 07040 Pgs 1154 - 1155; (2pgs)  
CLERK'S # 2008088087  
RECORDED 07/31/2008 09:34:20 AM  
RECORDING FEES 18.50  
RECORDED BY G Harford

**SEMINOLE COUNTY**, a political  
subdivision of the State of Florida,

Petitioner,  
vs.

**DOHITEE RAMSANAHI**  
**PARCEL I.D. NO - 25-20-31-5BA-0000-4190**

Respondent.  
\_\_\_\_\_

**CASE NO. 08-103-CEB**

**CERTIFIED COPY**

CLERK OF THE  
**CODE ENFORCEMENT BOARD**  
**SEMINOLE COUNTY, FL**

BY: [Signature]  
DATE: 7-29-08

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

Based on the testimony and evidence presented in case number 08-102 CEB, it is determined that the Respondent is:

- (a) the owner of record of the property (Tax Parcel ID # 25-20-31-5BA-0000-4190) located at 2155 Van Arsdale Street, Oviedo, located in Seminole County and legally described as follows:

LEG W 1/2 OF LOT 419 BLACK HAMMOCK  
PB 2 PG 110

- (b) in possession or control of the property, and  
(c) in violation of Florida Building Code, Section 105.1

It is hereby ordered that the Respondent shall correct the violation on or before October 31, 2008. In order to correct the violation, the Respondent shall take the following remedial action:

**1) SECURE THE REQUIRED PERMITS OR REMOVE THE  
UNPERMITTED CONSTRUCTION**

If the Respondent does not comply with the Order, a fine of \$ 250.00 per day will be imposed for each day the violation continues or is repeated after compliance past October 31, 2008.

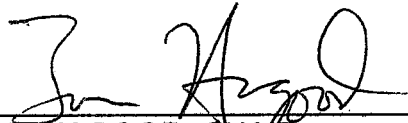
The Respondent is further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

RETURN TO SANDY MCCANN

This Order shall be recorded in the official land records of Seminole County.

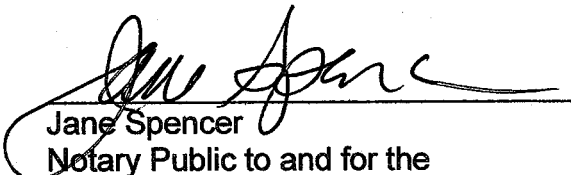
**DONE AND ORDERED** this 24th day of July 2008, in Seminole County, Florida.

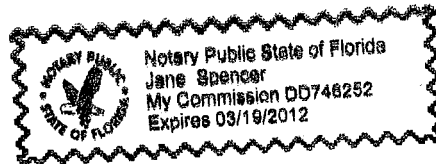
CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

  
\_\_\_\_\_  
TOM HAGOOD, CHAIR

STATE OF FLORIDA                    )  
COUNTY OF SEMINOLE            )

The foregoing instrument was acknowledged before me this 24th day of July 2008,  
by Tom Hagood, who is personally known to me.

  
\_\_\_\_\_  
Jane Spencer  
Notary Public to and for the  
County and State aforementioned.  
My Commission Expires



CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a Political  
Subdivision of the State of Florida,

CASE NO 08-103-CEB

Petitioner

Vs.

DOHITEE RAMSANAHI  
PARCEL I.D. # 25-20-31-5BA-0000-4190  
2155 VAN ARSDALE ST.  
OVIEDO, FLORIDA 32765

Respondent

**CERTIFIED COPY**  
CLERK OF THE  
CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FL

BY: *Jane Spencer*

DATE: *11/12/08*

**AFFIDAVIT OF NON-COMPLIANCE**

BEFORE ME, the undersigned authority, personally appeared Jason W. Rucker, Inspector for Seminole County, who, after being duly sworn, deposes and says:

1. That on July 24, 2008, the Board held a public hearing and issued its Order in the above styled manner.
2. That, pursuant to said Order, Respondent was to have taken certain corrective actions by or before October 31, 2008.
3. That the re-inspection on November 3, 2008, revealed that the corrective action ordered by the Board, has not been taken.

FURTHER AFFIANT SAYETH NOT

DATED this 3rd day of November, 2008.

*Jason W. Rucker*  
Jason W. Rucker, Inspector

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 3rd day of November, 2008, by Jason W. Rucker, who is personally known to me and who did take an oath.

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
CLERK OF SEMINOLE COUNTY  
BK 07095 Pg 1781; (1pg)  
FILE NUM 2008130234  
RECORDED 11/21/2008 01:42:02 PM  
RECORDING FEES 10.00  
RECORDED BY v users

*Jane Spencer*  
Notary Public in and for the County and  
State aforementioned

NOTARY PUBLIC  
STATE OF FLORIDA  
Notary Public State of Florida  
Jane Spencer  
My Commission DD746252  
Expires 03/19/2012

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY

BK 07105 Pgs 1359 - 1360; (2pgs)

CLERK'S # 2008137854

RECORDED 12/15/2008 04:16:29 PM

RECORDING FEES 18.50

RECORDED BY G Harford

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**CASE NO. 08-103-CEB**

**SEMINOLE COUNTY**, a political  
Subdivision of the State of Florida,

Petitioner,

vs.

**DOHITEE RAMSANAH**  
PARCEL I.D. NO - 25-20-31-5BA-0000-4190

Respondent.

**CERTIFIED COPY  
CLERK OF THE  
CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FL**

BY: [Signature]  
DATE: 12-11-08

**ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN**

The Respondent is the owner of record of the property (Tax Parcel I.D. # 25-20-31-5BA-0000-4190) located at 2155 Van Arsdale Street, Oviedo, located in Seminole County and legally described as follows:

**LEG W 1/2 OF LOT 419 BLACK HAMMOCK  
PB 2 PG 110**

This case came on for public hearing before the Code Enforcement Board of Seminole County on July 24, 2008, after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondent in violation of Florida Building Code, Section 105.1.

Said Order stated that a fine in the amount of \$250.00 per day would be imposed if the Respondent did not take certain corrective action by October 31, 2008.

An Affidavit of Non-Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action had not been obtained after reinspection on November 3, 2008.

Accordingly, it having been brought to the Board's attention that Respondent has not complied with the Order dated July 24, 2008, the Board orders that a **lien** in the amount of **\$8,500.00** for 34 days of non-compliance at \$250.00 per day, from November 1, 2008 through and including December 4, 2008, be imposed; and the fine shall

RETURN TO SANDY MCCANN



continue to accrue at **\$250.00** per day for each day the violation continues or is repeated past December 4, 2008.

The Order shall be recorded in the official land records of Seminole County and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the Respondent.

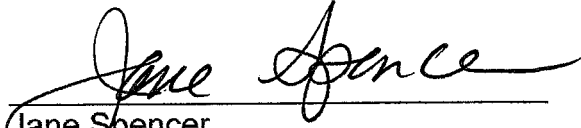
**DONE AND ORDERED** this 4th day December, 2008, in Seminole County, Florida.

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

  
TOM HAGOOD, CHAIR

STATE OF FLORIDA                   )  
COUNTY OF SEMINOLE           )

The foregoing instrument was acknowledged before me this 4th day of December, 2008, by Tom Hagood, who is personally known to me.

  
Jane Spencer  
Notary Public to and for the  
County and State aforementioned.  
My Commission Expires



**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**SEMINOLE COUNTY, a Political  
Subdivision of the State of Florida,**

**CASE NO. 08-103-CEB**

Petitioner

Vs.

**DOHITEE RAMSANAHI  
PARCEL I.D. #25-20-31-5BA-0000-4190**

Respondent

\_\_\_\_\_ /

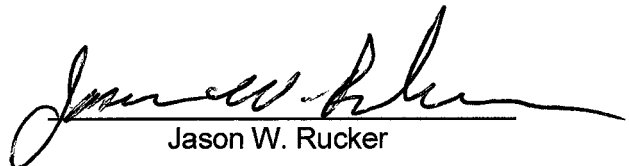
**AFFIDAVIT OF COMPLIANCE**

BEFORE ME, the undersigned authority, personally appeared **Jason W. Rucker**, Inspector for Seminole County, who, after being duly sworn, deposes and says:

1. That the Respondent was to have taken certain corrective action by or before October 31, 2008
2. That the permit was secured on September 25, 2008, for Construction without the required permits.

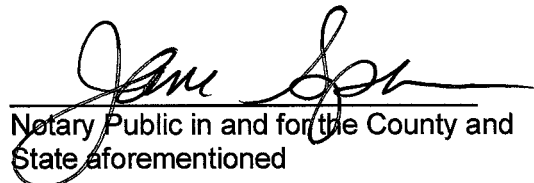
FURTHER AFFIANT SAYETH NOT

**DATED** this 21st day of January, 2009.

  
\_\_\_\_\_  
Jason W. Rucker

STATE OF FLORIDA       )  
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this 21st day of January, 2009, by Jason W. Rucker, who is personally known to me and who did take an oath.

  
\_\_\_\_\_  
Notary Public in and for the County and  
State aforementioned

**CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA**

**SEMINOLE COUNTY, a Political  
Subdivision of the State of Florida,**

**CASE NO. 08-103-CEB**

Petitioner

Vs.

**DOHITEE RAMSANAH  
PARCEL I.D. #25-20-31-5BA-0000-4190**

Respondent

\_\_\_\_\_ /

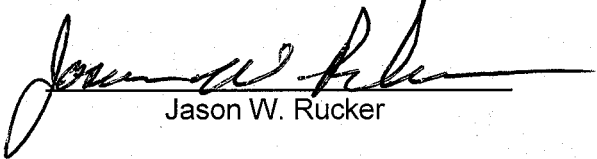
**REVISED  
AFFIDAVIT OF COMPLIANCE**

BEFORE ME, the undersigned authority, personally appeared **Jason W. Rucker**, Inspector for Seminole County, who, after being duly sworn, deposes and says:

1. That the Respondent was to have taken certain corrective action by or before October 31, 2008
2. That the permit was secured on September 25, 2008, for construction which had been done without the required permits. The permit satisfied the violation.

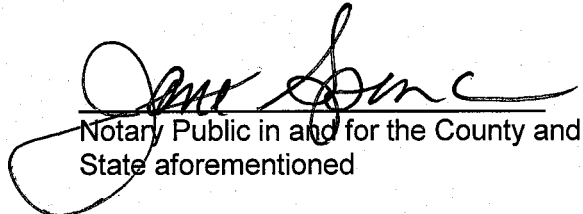
FURTHER AFFIANT SAYETH NOT

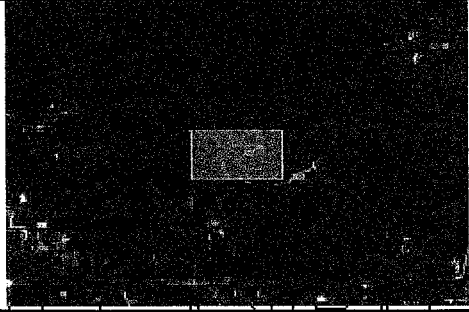
**DATED** this 21st day of January, 2009.

  
Jason W. Rucker

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this 13th of February, 2009, by Jason W. Rucker, who is personally known to me and who did take an oath.

  
Notary Public in and for the County and  
State aforementioned

<b>PARCEL DETAIL</b>  DAVID JOHNSON, CFA, ASA  <b>PROPERTY APPRAISER</b>  SEMINOLE COUNTY FL. 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508																																																																						
<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:33%;">359</td><td style="width:33%;">7</td><td style="width:33%;">3D</td></tr> <tr><td>359</td><td>8</td><td></td></tr> <tr><td>357</td><td>418</td><td></td></tr> <tr><td>358</td><td>419.0 419 419.A</td><td>10.A</td></tr> <tr><td>355.A-355</td><td>420.A 420.0</td><td>11.0</td></tr> <tr><td>355.B</td><td></td><td>11.C</td></tr> <tr><td>354.B-354</td><td>421</td><td>11.A</td></tr> <tr><td>354.C</td><td>HOWARD AVE</td><td></td></tr> <tr><td></td><td>13.A 14.B</td><td></td></tr> </table>	359	7	3D	359	8		357	418		358	419.0 419 419.A	10.A	355.A-355	420.A 420.0	11.0	355.B		11.C	354.B-354	421	11.A	354.C	HOWARD AVE			13.A 14.B		<table border="1" style="width:100%; border-collapse: collapse;"> <tr><th colspan="3">VALUE SUMMARY</th></tr> <tr> <th>VALUES</th><th>2009 Working</th><th>2008 Certified</th></tr> <tr> <td>Value Method</td><td>Cost/Market</td><td>Cost/Market</td></tr> <tr> <td>Number of Buildings</td><td>1</td><td>1</td></tr> <tr> <td>Depreciated Bldg Value</td><td>\$50,568</td><td>\$55,953</td></tr> <tr> <td>Depreciated EXFT Value</td><td>\$0</td><td>\$0</td></tr> <tr> <td>Land Value (Market)</td><td>\$120,750</td><td>\$120,750</td></tr> <tr> <td>Land Value Ag</td><td>\$0</td><td>\$0</td></tr> <tr> <td>Just/Market Value</td><td>\$171,318</td><td>\$176,703</td></tr> <tr> <td>Portability Adj</td><td>\$0</td><td>\$0</td></tr> <tr> <td>Save Our Homes Adj</td><td>\$116,881</td><td>\$122,320</td></tr> <tr> <td>Assessed Value (SOH)</td><td>\$54,437</td><td>\$54,383</td></tr> <tr><td colspan="3">Tax Estimator</td></tr> <tr><td colspan="3">Portability Calculator</td></tr> </table>	VALUE SUMMARY			VALUES	2009 Working	2008 Certified	Value Method	Cost/Market	Cost/Market	Number of Buildings	1	1	Depreciated Bldg Value	\$50,568	\$55,953	Depreciated EXFT Value	\$0	\$0	Land Value (Market)	\$120,750	\$120,750	Land Value Ag	\$0	\$0	Just/Market Value	\$171,318	\$176,703	Portability Adj	\$0	\$0	Save Our Homes Adj	\$116,881	\$122,320	Assessed Value (SOH)	\$54,437	\$54,383	Tax Estimator			Portability Calculator		
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<p style="text-align: center;"><b>GENERAL</b></p> <p>Parcel Id: 25-20-31-5BA-0000-4190</p> <p>Owner: RAMSANAHI DOHITEE</p> <p>Mailing Address: 2155 VAN ARSDALE ST</p> <p>City,State,ZipCode: OVIEDO FL 32765</p> <p>Property Address: 2155 VAN ARSDALE ST OVIEDO 32765</p> <p>Subdivision Name: BLACK HAMMOCK</p> <p>Tax District: 01-COUNTY-TX DIST 1</p> <p>Exemptions: 00-HOMESTEAD (1994)</p> <p>Dor: 01-SINGLE FAMILY</p>	<p style="text-align: center;"><b>2008 VALUE SUMMARY</b></p> <p>Tax Amount (without SOH): \$2,661</p> <p>2008 Tax Bill Amount: \$410</p> <p>Save Our Homes (SOH) Savings: \$2,251</p> <p>2008 Certified Taxable Value and Taxes</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																																																																					
<p style="text-align: center;"><b>SALES</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th><th>Date</th><th>Book</th><th>Page</th><th>Amount</th><th>Vac/Imp</th><th>Qualified</th></tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td><td>09/1990</td><td>02228</td><td>0852</td><td>\$26,500</td><td>Vacant</td><td>Yes</td></tr> </tbody> </table> <p><a href="#">Find Comparable Sales within this Subdivision</a></p>	Deed	Date	Book	Page	Amount	Vac/Imp	Qualified	WARRANTY DEED	09/1990	02228	0852	\$26,500	Vacant	Yes	<p style="text-align: center;"><b>LEGAL DESCRIPTION</b></p> <p>PLATS: <input type="text" value="Pick..."/></p> <p>LEG W 1/2 OF LOT 419 BLACK HAMMOCK PB 2 PG 110</p>																																																							
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**RELEASE OF LIEN  
AS TO PARTICULAR PARCEL**

**THIS** instrument disclaims and releases the lien imposed by the Order Finding Non-Compliance and Imposing Fine/Lien, issued by the Seminole County Code Enforcement Board in Case No. 08-103-CEB, filed against DOHITEE RAMSANAHI and filed by and on behalf of Seminole County, on December 4, 2008, and recorded in Official Records Book 07105, Pages 1359 - 1360, of the Public Records of Seminole County, Florida, against the following described real property:

LEG W 1/2 OF LOT 419 BLACK HAMMOCK  
PB 2 PG 110

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BOB DALLARI, Chairman

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

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution by the  
Board of County Commissioners at their  
March 24, 2009 regular meeting.

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



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Adoption of a Resolution Accepting a Quit Claim Deed for Property Needed for the Country Club Road Improvement Project

**DEPARTMENT:** Public Works

**DIVISION:** Engineering

**AUTHORIZED BY:** Gary Johnson

**CONTACT:** Waren Lewis

**EXT:** 5658

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a Resolution accepting a Quit Claim Deed (City of Sanford to Seminole County) for property needed for the Country Club Road Improvement Project.

District 5 Brenda Carey

Jerry McCollum

**BACKGROUND:**

These roadway improvements are in the vicinity of Mayfair Golf Club where the existing trees along Country Club Road are located at the curb line. This right-of-way is needed to realign the roadway in order to save the existing trees, address drainage and improve safety with the realignment of the entrance to Mayfair Golf Club. The City of Sanford has indicated their willingness to donate property needed for these roadway improvements as evidenced by the attached document. Capital Improvement Project Number 00191640.

**STAFF RECOMMENDATION:**

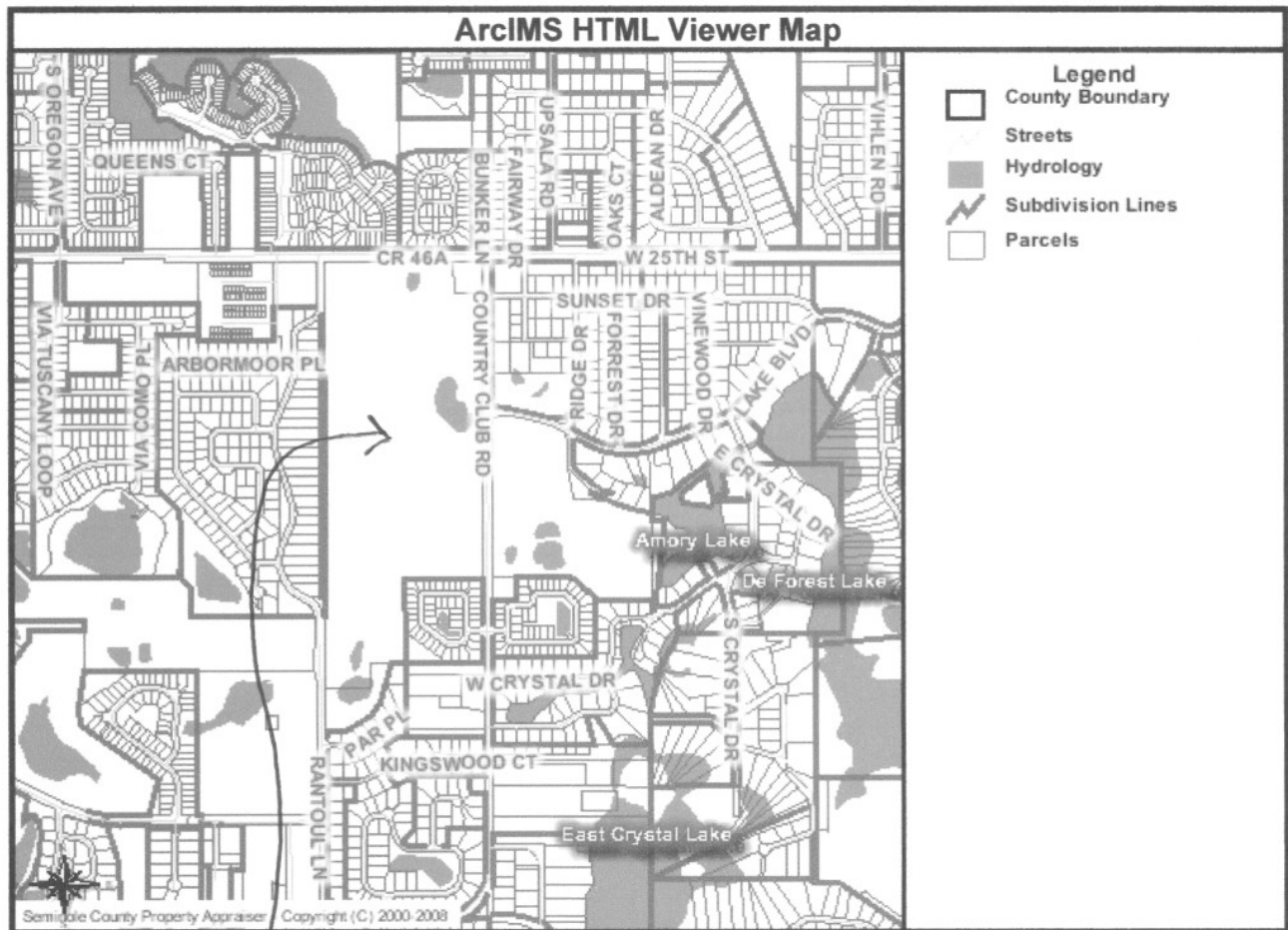
Staff recommends that the Board approve and authorize the Chairman to execute a Resolution accepting a Quit Claim Deed (City of Sanford to Seminole County) for property needed for the Country Club Road Improvement Project.

**ATTACHMENTS:**

1. Location Map
2. Resolution
3. Quit Claim Deed - Country Club Road

**Additionally Reviewed By:**

☒ County Attorney Review ( Matthew Minter )

Location Map.



RESOLUTION NO. 2009-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 \_\_\_\_\_, 2009.**

**WHEREAS**, it has been determined by the Board of County Commissioners of Seminole County that a necessity exists for roadway improvement to Country Club Road located in Section 04, Township 20 South, Range 30 East, in Seminole County, Florida; and

**WHEREAS**, the implementation of the needed roadway improvements will require right-of-way that is not currently owned by the County of Seminole; and

**WHEREAS**, the City of Sanford has indicated its willingness to donate to Seminole County the required right-of-way as evidenced by the executed Quit Claim Deed accompanying this resolution.

**WHEREAS**, *Section 196.28, Florida Statutes*, provides for and authorizes the Board of County Commissioners to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the County for road or other public purposes.

**NOW THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Seminole County hereby accepts the accompanying Quit Claim Deed executed by the aforementioned property owner, conveying to Seminole County the land described therein.

**BE IT FURTHER RESOLVED** that all ad valorem taxes, either current or delinquent, that are owed upon and liens upon said lands resulting from said taxes and relating to the lands described in the accompanying deed are hereby canceled and discharged.

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be provided by the Clerk for the Board of County Commissioners to the Tax Collector for Seminole County and the Property Appraiser for Seminole County.

**BE IT FURTHER RESOLVED** that said Quit Claim Deed be recorded in the Official Records of Seminole County, Florida.

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY**

**ATTEST:**

\_\_\_\_\_  
**Bob Dallari, 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, II/ Right-of- Way  
February 11, 2009

**This Instrument Prepared By:**

Lonnie N. Groot, Esquire  
Stenstrom, McIntosh, Colbert,  
Whigham & Partlow, P.A.  
1001 Heathrow Park Lane, Suite 4001  
Lake Mary, Florida 32746

**QUIT CLAIM DEED CITY OF SANFORD TO COUNTY RELATING TO COUNTRY  
CLUB ROAD**

**THIS QUIT CLAIM DEED** made the 12 day of January, A. D. 2009, by the CITY OF SANFORD, a Florida municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32772, hereinafter called the "GRANTOR" and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter called the "GRANTEE".

**WITNESSETH:**

**THAT THE GRANTOR**, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the said GRANTOR, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim and demand which the said GRANTOR has in and to the following described lots, pieces or parcels of land, situate, lying and being in the County of Seminole, State of Florida, to-wit:

See the attached legal description and sketch prepared by Southeastern Surveying & Mapping Corporation (dated September 26, 2008/Job Number: 49459). The said lands totaling 1.12 acres, more or less.

**TO HAVE AND TO HOLD**, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said GRANTOR, either in law or equity, to the only proper use, benefit and behoof of the said GRANTEE forever. All exhibits to this instrument are hereby incorporated herein by the references made thereto.

**IN WITNESS WHEREOF**, the said GRANTOR has signed and sealed these presents the day and year first above written.


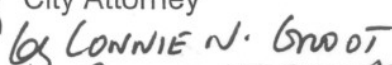
**ATTEST:**

**CITY OF SANFORD**

  
JANET DOUGHERTY  
CITY CLERK

  
LINDA KUHN, MAYOR

**APPROVED AS TO FORM  
AND LEGALITY:**

  
William L. Colbert  
City Attorney  
  
by Lonnie N. Groot  
ASSISTANT CITY ATTORNEY



# SCHEDULE "A"

PURPOSE : PROPOSED RIGHT OF WAY

## Description :

A portion of Section 4, Township 20 South, Range 30 East, Seminole County, Florida, being more particularly described as follows :

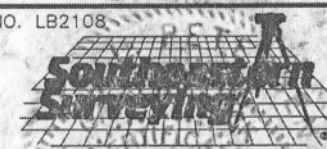
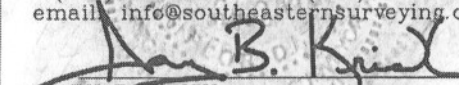
Commence at a 4" X 4" concrete monument ( permanent reference monument LS3764 ) at the Northeast corner of Mayfair Club Phase II as recorded in Plat Book 54, Pages 84 and 85, Public Records of Seminole County, Florida; thence N 89°14'03" E along an Easterly Projection of the North line of said Mayfair Club Phase II a distance of 36.41 feet to the Point of Beginning, said point being on the existing West edge of pavement of Country Club Road, thence S 89°14'03" W along said Easterly projection a distance of 29.04 feet; thence N 00°23'19" W a distance of 560.15 feet; thence N 89°36'41" E a distance of 10.00 feet; thence N 00°23'19" W a distance of 200.00 feet; thence S 89°36'41" W a distance of 10.00 feet; thence N 00°23'19" W a distance of 740.73 feet; thence S 89°00'31" E a distance of 19.90 feet to a point on the West right of way line of said Country Club Road as shown on the plat of Loch Arbor as recorded in Plat Book 5, Pages 71 and 72, Public Records of Seminole County, Florida; thence S 01°01'04" E along said right of way line a distance of 187.25 feet; thence N 88°58'56" E a distance of 13.75 feet to a point on the existing back of curb of said Country Club Road; thence along said existing back of curb the following courses and distances : S 00°17'45" E a distance of 69.87 feet; thence S 00°21'46" E a distance of 47.70 feet; thence S 00°04'44" E a distance of 47.57 feet; thence S 00°25'51" E a distance of 52.87 feet; thence S 00°23'22" E a distance of 49.11 feet; thence S 00°33'18" E a distance of 50.11 feet; thence S 00°30'04" E a distance of 48.40 feet; thence S 00°19'13" E a distance of 61.92 feet; thence S 00°35'52" E a distance of 49.04 feet; thence S 00°44'43" E a distance of 136.93 feet; thence S 00°20'02" E a distance of 52.37 feet; thence S 00°32'01" E a distance of 50.21 feet; thence S 00°16'59" E a distance of 49.29 feet; thence S 00°08'52" E a distance of 51.47 feet; thence S 00°19'06" E a distance of 91.46 feet; thence S 00°19'43" E a distance of 83.01 feet; thence S 00°26'00" E a distance of 74.20 feet; thence S 00°39'06" E a distance of 50.82 feet; thence S 00°07'26" E a distance of 48.30 feet; thence S 01°09'46" W a distance of 50.41 feet; thence S 02°37'27" W a distance of 31.84 feet; thence S 15°07'01" W a distance of 9.18 feet; thence S 84°45'58" E a distance of 2.87 feet to a point on said existing West edge of pavement; thence along said existing West edge of pavement the following courses and distances : S 04°36'20" W a distance of 34.44 feet; thence S 03°36'37" W a distance of 22.92 feet to the Point of Beginning.

Containing 1.12 acres more or less.

## SURVEYORS NOTES

- Bearings shown hereon are based on the North line of Mayfair Club Phase II, Plat Book 54, Pages 84-85, Public Records of Seminole County, Florida being S 89°14'03" W, assumed.
- 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

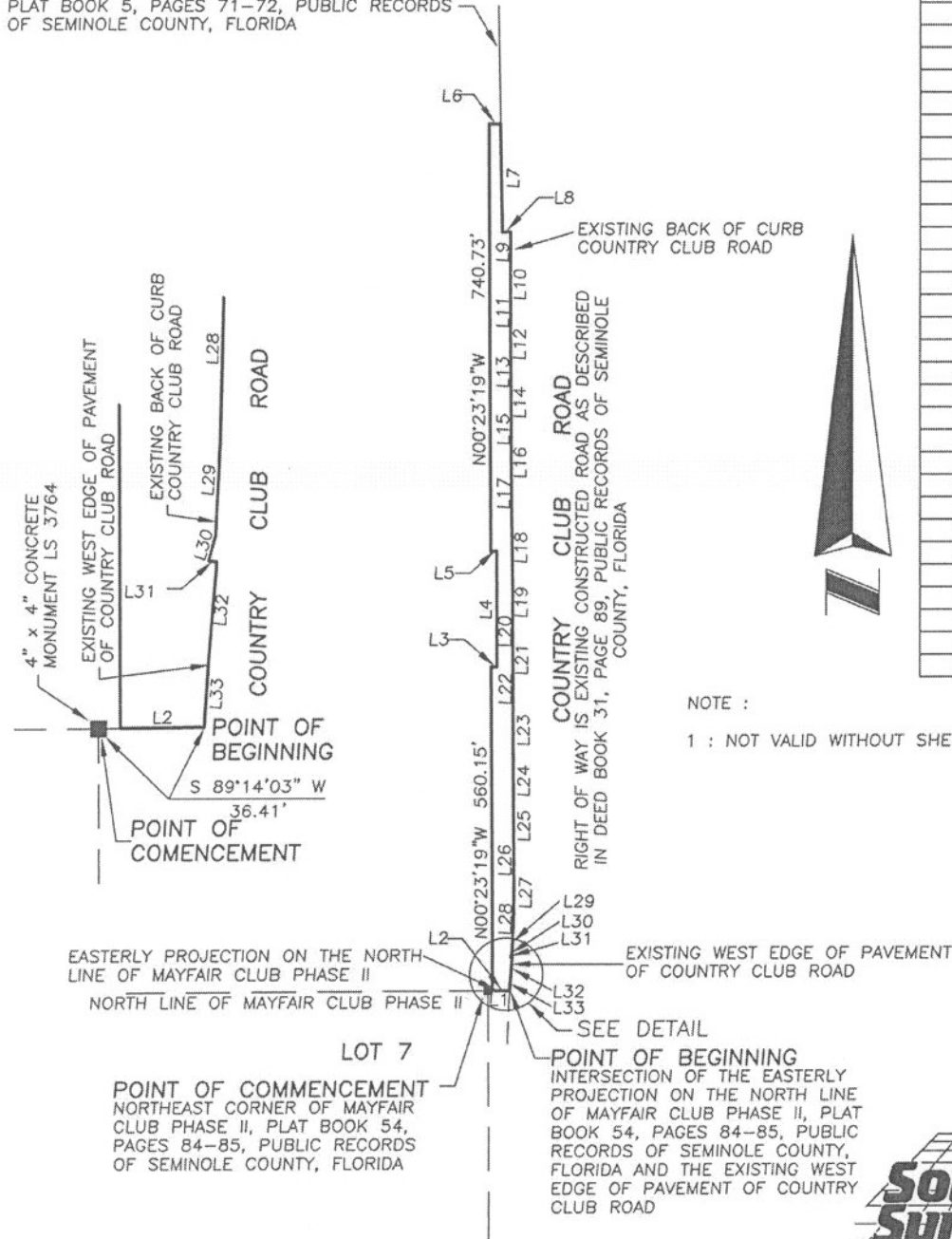
<b>DESCRIPTION</b>  FOR  Inwood Consulting Engineers	Date: 09/26/2008 KR		CERT. NO. LB2108 49459016
	Job No.: 49459	Scale: 1"=300'	 SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 fax (407) 292-0141 email: info@southeasternsurveying.com  GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

# SKETCH OF DESCRIPTION PROPOSED RIGHT OF WAY

LEGEND :

L1 = LINE NUMBER

WEST RIGHT OF WAY LINE PER LOCH ARBOR,  
PLAT BOOK 5, PAGES 71-72, PUBLIC RECORDS  
OF SEMINOLE COUNTY, FLORIDA



LINE	LENGTH	BEARING
L1	36.41'	N 89°14'03" E
L2	29.04'	S 89°14'03" W
L3	10.00'	N 89°36'41" E
L4	200.00'	N 00°23'19" W
L5	10.00'	S 89°36'41" W
L6	19.90'	S 89°00'31" E
L7	187.25'	S 01°01'04" E
L8	13.75'	N 88°58'56" E
L9	69.87'	S 00°17'45" E
L10	47.70'	S 00°21'46" E
L11	47.57'	S 00°04'44" E
L12	52.87'	S 00°25'51" E
L13	49.11'	S 00°23'22" E
L14	50.11'	S 00°33'18" E
L15	48.40'	S 00°30'04" E
L16	61.92'	S 00°19'13" E
L17	49.04'	S 00°35'52" E
L18	136.93'	S 00°44'43" E
L19	52.37'	S 00°20'02" E
L20	50.21'	S 00°32'01" E
L21	49.29'	S 00°16'59" E
L22	51.47'	S 00°08'52" E
L23	91.46'	S 00°19'06" E
L24	83.01'	S 00°19'43" E
L25	74.20'	S 00°26'00" E
L26	50.82'	S 00°39'06" E
L27	48.30'	S 00°07'26" E
L28	50.41'	S 01°09'46" W
L29	31.84'	S 02°37'27" W
L30	9.18'	S 15°07'01" W
L31	2.87'	S 84°45'58" E
L32	34.44'	S 04°36'20" W
L33	22.92'	S 03°36'37" W

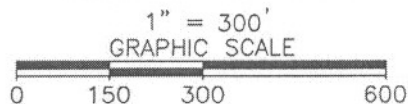
NOTE :

1 : NOT VALID WITHOUT SHEET 1.



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

THIS IS NOT A SURVEY



Drawing No. 49459016  
Job No. 49459  
Date: 09/25/2008  
SHEET 2 OF 2  
See Sheet 1 for Description



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Approval of Two Purchase Agreements for Property Necessary for Improvements to the Howell Creek Water Control Structure West of Lake Howell Road

**DEPARTMENT:** Public Works

**DIVISION:** Engineering

**AUTHORIZED BY:** Gary Johnson

**CONTACT:** Warren Lewis

**EXT:** 5658

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute two Purchase Agreements (Shui Hong Kwong and Jeannie Hock Schiff) for property needed in conjunction with improvements to the Howell Creek Water Control Structure west of Lake Howell Road.

District 4 Carlton D. Henley

Jerry McCollum

**BACKGROUND:**

The Purchase Agreement with Shui Hong Kwong is for 3,349 square feet of property at a cost of \$12,900.00 (County's in-house appraisal value) and the Purchase Agreement with Jeannie Hock Schiff is for 3,578 square feet of property at a cost of \$14,950.00 (County's in-house appraisal value). This property is needed for the stabilization and erosion protection of the Howell Creek Water Control Structure just west of Lake Howell Road; Capital Improvement Project Number 00191655. These owners have agreed to sell and convey said property, via a Drainage Easement, free of liens and encumbrances to Seminole County. Funds for this purchase are available in the project Construction and Design account line (11541.077541.560680).

**STAFF RECOMMENDATION:**

Approve and authorize the Chairman to execute two Purchase Agreements (Shui Hong Kwong and Jeannie Hock Schiff to Seminole County) for property needed in conjunction with improvements to the Howell Creek Water Control Structure west of Lake Howell Road.

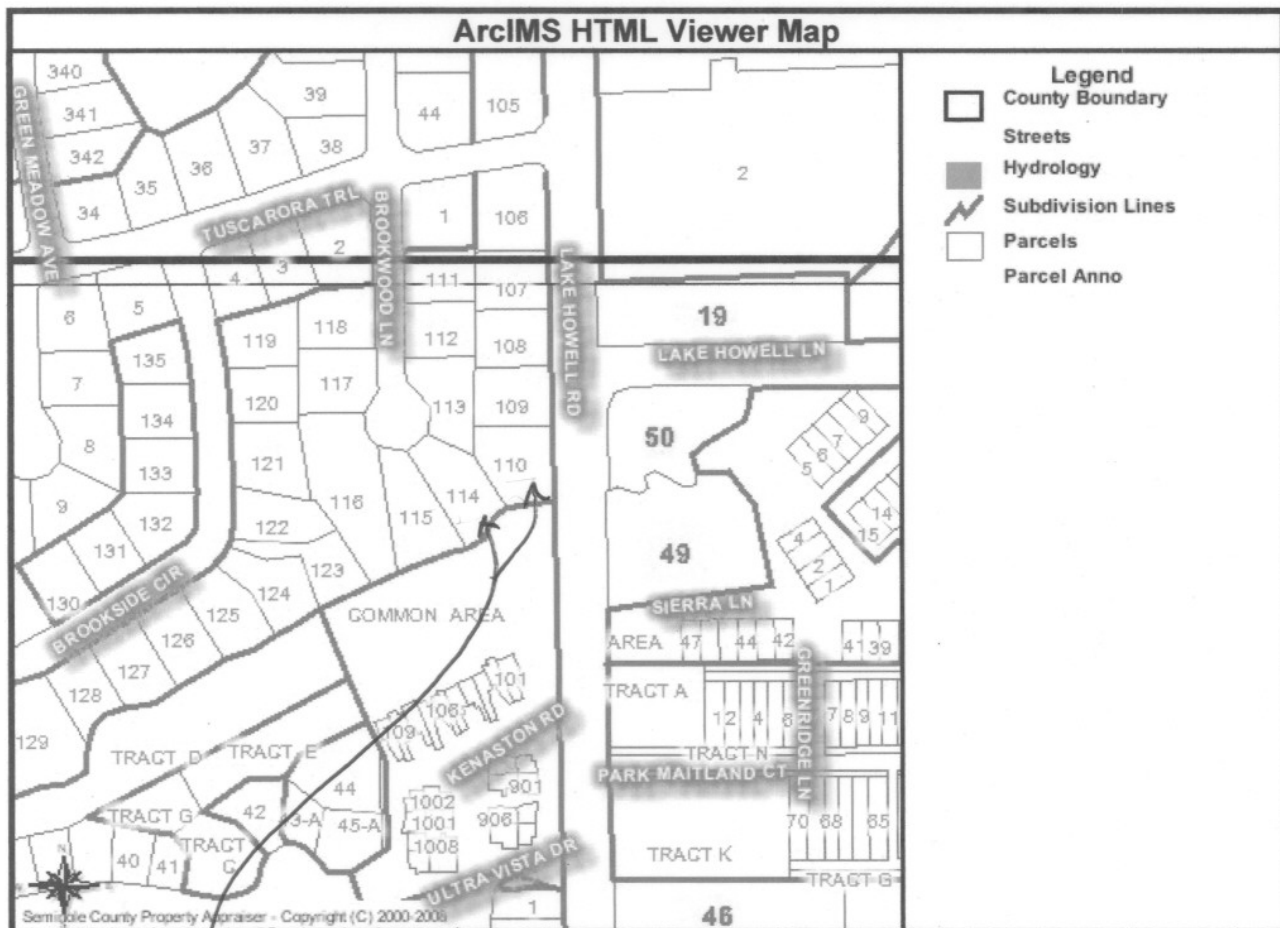
**ATTACHMENTS:**

1. Location Map
2. Purchase Agreement - Kwong-Howell Creek
3. Purchase Agreement - Schiff-Howell Creek

**Additionally Reviewed By:**

- ☒ Budget Review ( Fredrik Coulter, Lisa Spriggs )
- ☒ County Attorney Review ( Matthew Minter )

# Location Map





Document Prepared By:  
Warren Lewis, Right-of-Way Agent  
Right-of-Way Section  
Seminole County Engineering Division  
520 W. Lake Mary Blvd., Suite 200  
Sanford, Florida 32773

Legal Description Approved By:  
Steve L. Wessels, P.L.S.  
County Surveyor  
Seminole County Engineering Division  
520 W. Lake Mary Blvd., Suite 200  
Sanford, Florida 32773

### **PURCHASE AGREEMENT**

STATE OF FLORIDA  
COUNTY OF SEMINOLE

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between Shui Hong Kwong, a single person, whose address is 1324 Banner Court, Winter Springs, Florida, 32708, 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 an exclusive drainage easement over the hereinafter described property for COUNTY purposes as stabilization for the structures and to prevent erosion to Howell Creek in Seminole County.

**NOW THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained OWNER hereby agrees to sell and COUNTY hereby agrees to buy an exclusive drainage easement over the following property subject to the following terms and conditions:

#### **I. LEGAL DESCRIPTION**

See Legal Description and Sketch of Description attached hereto as Exhibits "A-1" & "A-2".

- II.** OWNER agrees to sell and convey an exclusive drainage easement over the above described property, free of liens and encumbrances, unto COUNTY for the sum of \$12,900.00.

#### **III. CONDITIONS**

- (a) COUNTY shall pay to owner the sum of \$12,900.00 after the instruments required to complete the above purchase and sale have been properly executed and delivered to COUNTY.
- (b) OWNER agrees to remove all encumbrances existing upon the easement area prior to closing.
- (c) OWNER covenants that there are no hazardous wastes or other forms of environmental contamination located in or upon the easement area being acquired by the COUNTY.
- (d) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in their respective names for the purposes herein expressed on the day and year first above written.

Witnesses:

(Sign): [Signature]  
Print Name: JOSEPH R. RYAN  
(Sign): [Signature]  
Print Name: WARREN LEWIS

Shui Hong Kwong  
Shui Hong Kwong  
Date: 2/18/09

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

\_\_\_\_\_  
Bob Dallari, Chairman  
Date: \_\_\_\_\_

## DESCRIPTION

### Description:

A portion of Lot 110 Forest Brook—Second Section, Plat Book 15, Page 31 of the Public Records of Seminole County, Florida, lying in Section 28, Township 21 South, Range 30 East, being more particularly described as follows:


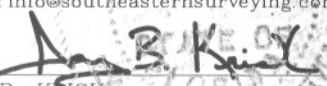
COMMENCING at the Northeast corner of said Lot 110; thence along the Westerly right of way line of Lake Howell Road per Plat Book 15, Page 31, South 01°01'45" East, 84.27 feet to the POINT OF BEGINNING; thence continuing along said right of way line, South 01°01'45" East, 43.31 feet to the Southerly line of said Lot 110 also being the center line of Howell Creek per said Plat; thence along said Southerly lot line and said center line the following three courses and distances: 1) South 88°58'15" West, 17.00 feet; 2) South 75°01'31" West, 24.95 feet; 3) South 46°42'24" West, 24.37 feet to the Southwesterly corner of said Lot 110; thence along the Westerly line of said Lot 110, North 32°18'23" West, 40.25 feet; thence departing said Lot line, North 57°37'43" East, 50.81 feet; thence North 19°55'11" East, 4.73 feet; thence North 42°23'33" East, 7.52 feet; thence North 75°41'39" East, 22.59 feet; thence South 67°26'28" East, 3.46 feet; thence South 29°14'02" East, 10.00 feet to the POINT OF BEGINNING.

Containing: 3,349 square feet, more or less.

### SURVEYORS NOTES

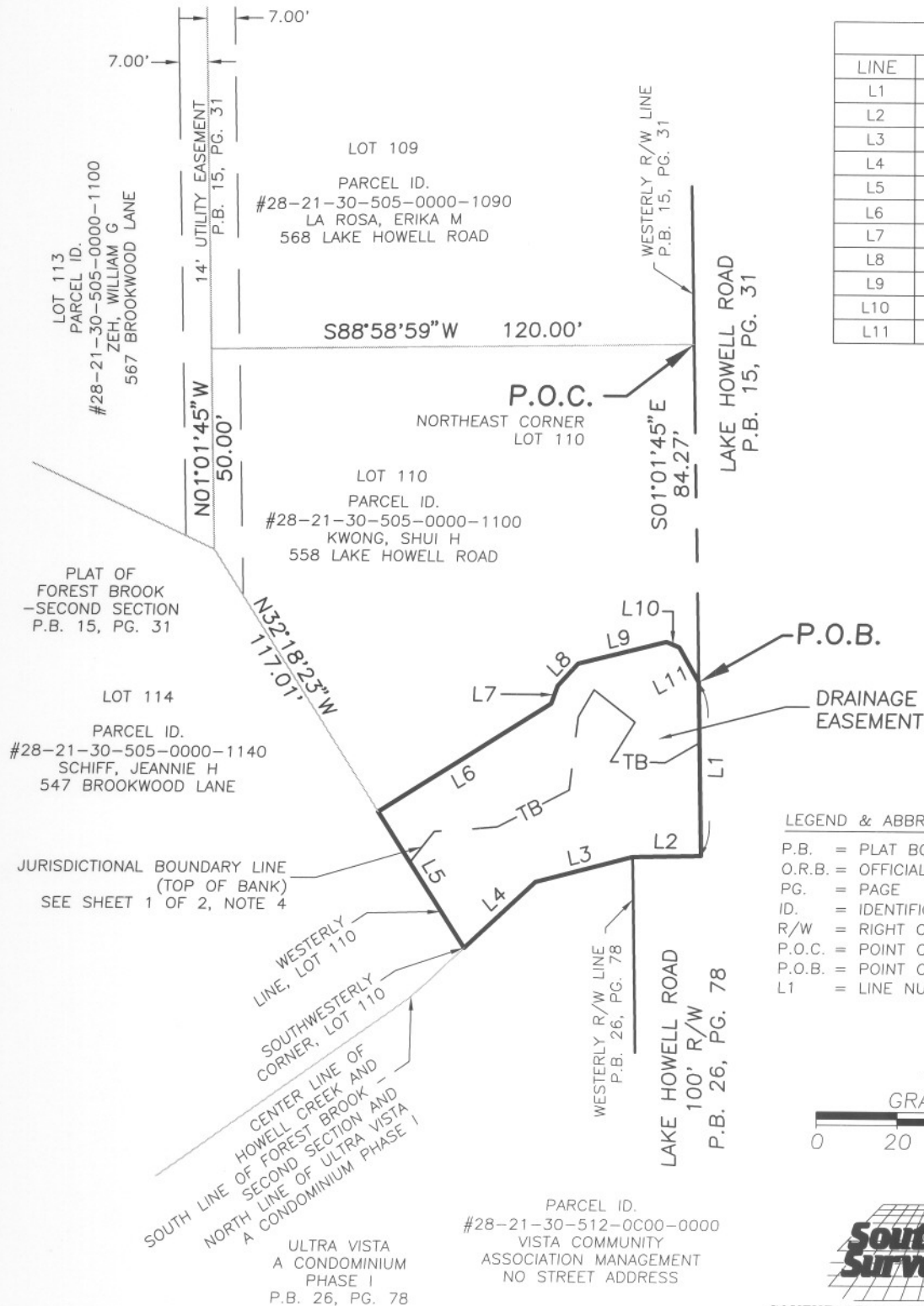
1. Bearings shown hereon are based on the Easterly line of Lot 114 of Forest Brook — Second Section, Plat Book 15, Page 31, Public Records of Seminole County, Florida, as being North 32°18'23" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true 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.
4. The top of bank is the Jurisdictional Boundary line flagged by Inwood Consulting Engineers, Inc. and field located as shown for information purposes only.

REV: 01/12/09 REVISED DRAINAGE EASEMENT DM

<b>DESCRIPTION</b>	Date:	01/07/09	DM	CERT. NO. LB2108	54106003
FOR  Inwood Consulting Engineers; Seminole County	Job No.:	54106	Scale:	1" = 40'	
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b> <b>NOT VALID WITHOUT SHEET 2</b>				
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH				
				 SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8588 fax (407)292-0141 email: info@southeasternsurveying.com  GARY B. KNICK REGISTERED LAND SURVEYOR NO. 4245	

**EXHIBIT "A-1"**

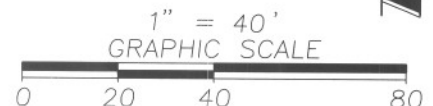
# SKETCH OF DESCRIPTION



LINE TABLE		
LINE	LENGTH	BEARING
L1	43.31'	S01°01'45"E
L2	17.00'	S88°58'15"W
L3	24.95'	S75°01'31"W
L4	24.37'	S46°42'24"W
L5	40.25'	N32°18'23"W
L6	50.81'	N57°37'43"E
L7	4.73'	N19°55'11"E
L8	7.52'	N42°23'33"E
L9	22.59'	N75°41'39"E
L10	3.46'	S67°26'28"E
L11	10.00'	S29°14'02"E

## LEGEND & ABBREVIATION:

P.B. = PLAT BOOK  
O.R.B. = OFFICIAL RECORDS BOOK  
PG. = PAGE  
ID. = IDENTIFICATION  
R/W = RIGHT OF WAY  
P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING  
L1 = LINE NUMBER



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

Drawing No. 54106003  
Job No. 54106  
Date: 01/07/09, REVISED 01/12/09  
Sheet 2 of 2  
See Sheet 1 for Description

THIS IS NOT A SURVEY.  
NOT VALID WITHOUT SHEET 1

EXHIBIT "A-2"

Document Prepared By:  
Warren Lewis, Right-of-Way Agent  
Right-of-Way Section  
Seminole County Engineering Division  
520 W. Lake Mary Blvd., Suite 200  
Sanford, Florida 32773

Legal Description Approved By:  
Steve L. Wessels, P.L.S.  
County Surveyor  
Seminole County Engineering Division  
520 W. Lake Mary Blvd., Suite 200  
Sanford, Florida 32773

### **PURCHASE AGREEMENT**

STATE OF FLORIDA  
COUNTY OF SEMINOLE

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between Jeannie Hock Schiff, a single person, whose address is 547 Brookwood Lane, Maitland, Florida, 32751, 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 an exclusive drainage easement over the hereinafter described property for COUNTY purposes as stabilization for the structures and to prevent erosion to Howell Creek in Seminole County.

**NOW THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained OWNER hereby agrees to sell and COUNTY hereby agrees to buy an exclusive drainage easement over the following property subject to the following terms and conditions:

#### **I. LEGAL DESCRIPTION**

See Legal Description and Sketch of Description attached hereto as Exhibits "A-1" & "A-2".

- II.** OWNER agrees to sell and convey an exclusive drainage easement over the above described property, free of liens and encumbrances, unto COUNTY for the sum of \$14,950.00.

#### **III. CONDITIONS**

- (a) COUNTY shall pay to owner the sum of \$14,950.00 after the instruments required to complete the above purchase and sale have been properly executed and delivered to COUNTY.
- (b) OWNER agrees to remove all encumbrances existing upon the easement area prior to closing.
- (c) OWNER covenants that there are no hazardous wastes or other forms of environmental contamination located in or upon the easement area being acquired by the COUNTY.
- (d) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in their respective names for the purposes herein expressed on the day and year first above written.

Witnesses:

(Sign): [Signature]  
Print Name: ROBERTA RICHMOND  
(Sign): [Signature]  
Print Name: WARREN LEWIS

[Signature]  
Jeannie Hock Schiff  
Date: 2/18/09

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

\_\_\_\_\_  
**MARYANNE MORSE, Clerk to the  
Board of County Commissioners  
of Seminole County, Florida**

\_\_\_\_\_  
**Bob Dallari, Chairman**

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

## DESCRIPTION

### Description:

A portion of Lot 114 Forest Brook—Second Section, Plat Book 15, Page 31 of the Public Records of Seminole County, Florida, lying in Section 28, Township 21 South, Range 30 East, being more particularly described as follows:


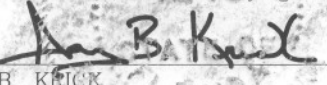
BEGIN at the Southwest corner of said Lot 114; thence along the Westerly line of said Lot 114, North 32°18'23" West, 34.46 feet; thence departing said Westerly line, North 50°55'05" East, 29.71 feet; thence North 35°01'24" East, 22.72 feet; thence North 56°22'05" East, 39.55 feet to a point on the Easterly line of said Lot 114; thence along said Easterly line, South 32°18'23" East, 40.25 feet to the Southerly line of said Lot 114, being also a point on the center line of Howell Creek per said Plat; thence along said Southerly lot line and said center line the following two courses and distances: 1) South 46°42'24" West, 17.85 feet; 2) South 54°33'00" West, 72.59 feet to the POINT OF BEGINNING.

Containing: 3,578 square feet, more or less.

### SURVEYORS NOTES

1. Bearings shown hereon are based on the Easterly line of Lot 114 of Forest Brook — Second Section, Plat Book 15, Page 31, Public Records of Seminole County, Florida, as being North 32°18'23" West, 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.
4. The top of bank is the Jurisdictional Boundary line flagged by Inwood Consulting Engineers, Inc. and field located as shown for information purposes only.

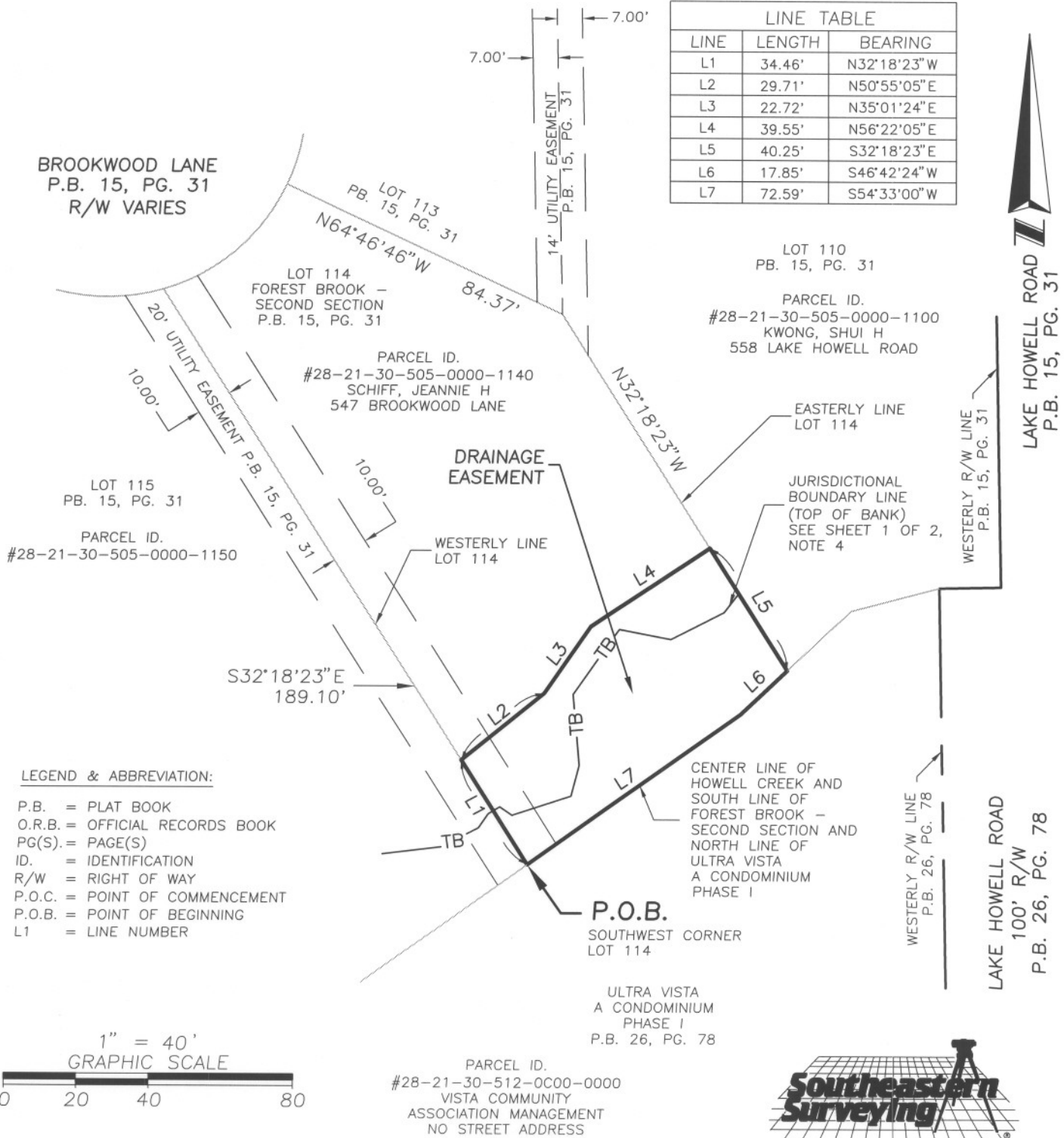
REV: 01/12/09 REVISED DRAINAGE EASEMENT DM

<b>DESCRIPTION</b>  FOR  Inwood Consulting Engineers; Seminole County	Date: <div style="text-align: center;">01/07/09      DM</div>	CERT. NO. LB2108      54106002   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
	Job No.: <div style="text-align: center;">54106</div>	Scale: <div style="text-align: center;">1" = 40'</div>
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b> <b>NOT VALID WITHOUT SHEET 2</b>	
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	

**EXHIBIT "A-1"**

### SKETCH OF DESCRIPTION

LINE	LENGTH	BEARING
L1	34.46'	N32°18'23"W
L2	29.71'	N50°55'05"E
L3	22.72'	N35°01'24"E
L4	39.55'	N56°22'05"E
L5	40.25'	S32°18'23"E
L6	17.85'	S46°42'24"W
L7	72.59'	S54°33'00"W



Drawing No. 54106002  
Job No. 54106  
Date: 01/07/09, REVISED 01/12/09  
Sheet 2 of 2  
See Sheet 1 for Description

THIS IS NOT A SURVEY.  
NOT VALID WITHOUT SHEET 1

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

## EXHIBIT "A-2"





**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Waddle property

**DEPARTMENT:** County Attorney's Office

**DIVISION:** Litigation

**AUTHORIZED BY:** Lola Pfeil

**CONTACT:** Sharon Sharrer

**EXT:** 7257

**MOTION/RECOMMENDATION:**

Approve negotiated settlement relating to Parcel Number 111 on the County Road 15 road improvement project in the amount of \$22,000.00 for the appraiser's fee. Judge Dickey.

District 5 Brenda Carey

Robert A. McMillan

**BACKGROUND:**

see attached

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve the negotiated settlement relating to Parcel Number 111 on the County Road 15 road improvement project in the amount of \$22,000.00 for the appraiser's fee.

**ATTACHMENTS:**

1. Waddle property

<b>Additionally Reviewed By:</b> No additional reviews
---



**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney *Matthew G. Minter*

FROM: David G. Shields, Assistant County Attorney *David G. Shields*  
Ext. 5736

CONCUR: Antoine Khoury, P.E./Assistant County Engineer/Engineering Division *AKR 2-25-09*

DATE: February 27, 2009

RE: Costs Settlement Authorization  
County Road 15 (CR 15)  
Parcel No. 111; Timothy and Rhonda Waddle  
Seminole County v. Timothy A. Waddle, et al.  
Case No. 2007-CA-1604-0111-13-W

---

This Memorandum requests settlement authorization by the Board of County Commissioners (BCC) for the one remaining cost item on Parcel No. 111 on the CR 15 project. The total settlement sum is \$22,000.00 for the owners' appraiser's fee.

**I. THE PROPERTY:**

**A. Location Data**

The subject property is located at the northwest corner of C15 and unpaved Narcissus Avenue in a portion of unincorporated Seminole County. A location map is attached as Exhibit A.

**B. Property Address**

The street address is 340 Monroe Road, Sanford, Florida 32771. A parcel sketch is attached as Composite Exhibit B.

**II AUTHORITY TO ACQUIRE.**

The BCC adopted Resolution No. 2007-R-71 on April 10, 2007 authorizing the acquisition of Parcel No. 111. The C15 road improvement project was found to be necessary and serves a public purpose and in the best interests of the citizens of Seminole County. The Order of Take occurred on August 27, 2007, with title vesting in Seminole County on September 4, 2007, the date of the good faith deposit in the amount of \$40,500.00 for this parcel as agreed by the parties.

### **III BACKGROUND**

In October 2008, the BCC approved a settlement of \$70,000.00 for Parcel No. 111 inclusive except that the fee for the owners' appraiser remained outstanding.

### **IV COST CLAIM AND NEGOTIATIONS**

The owners' appraiser claimed a fee of \$40,400.00. In negotiation, the County challenged the requested hourly rates as too high and the appraiser's fee as excessive. Further negotiation resulted in a cost settlement of \$22,000.00 for the appraiser's fee. This negotiation results in a reduction of approximately 46% from \$40,400.00 to \$22,000.00. Moreover, the negotiated amount of \$22,000.00 is reasonable under the circumstances of this case.

### **V COST AVOIDANCE**

If this matter were to go to a hearing, the County would have to employ an expert witness and incur other costs. The County would also probably have to pay the owners' attorney an additional attorney's fee on an hourly basis to prepare for and attend the hearing. Under the settlement, the owners' attorney is not receiving any additional attorney fees beyond what was approved last October. It is not expected that a hearing would result in net costs below the negotiated amount of \$22,000.00.

Approval of this cost settlement resolves all remaining claims related to Parcel No. 111.

### **VI RECOMMENDATION**

County staff recommends that the BCC approves this negotiated settlement at \$22,000.00 for the appraiser's fee.

DGS/dre

Attachments

Exhibit A – Location Map

Exhibit B – Sketch

P:\Users\Dedge\My Documents\Mem\Agenda Item Waddle 111 Cost Settlement.Doc

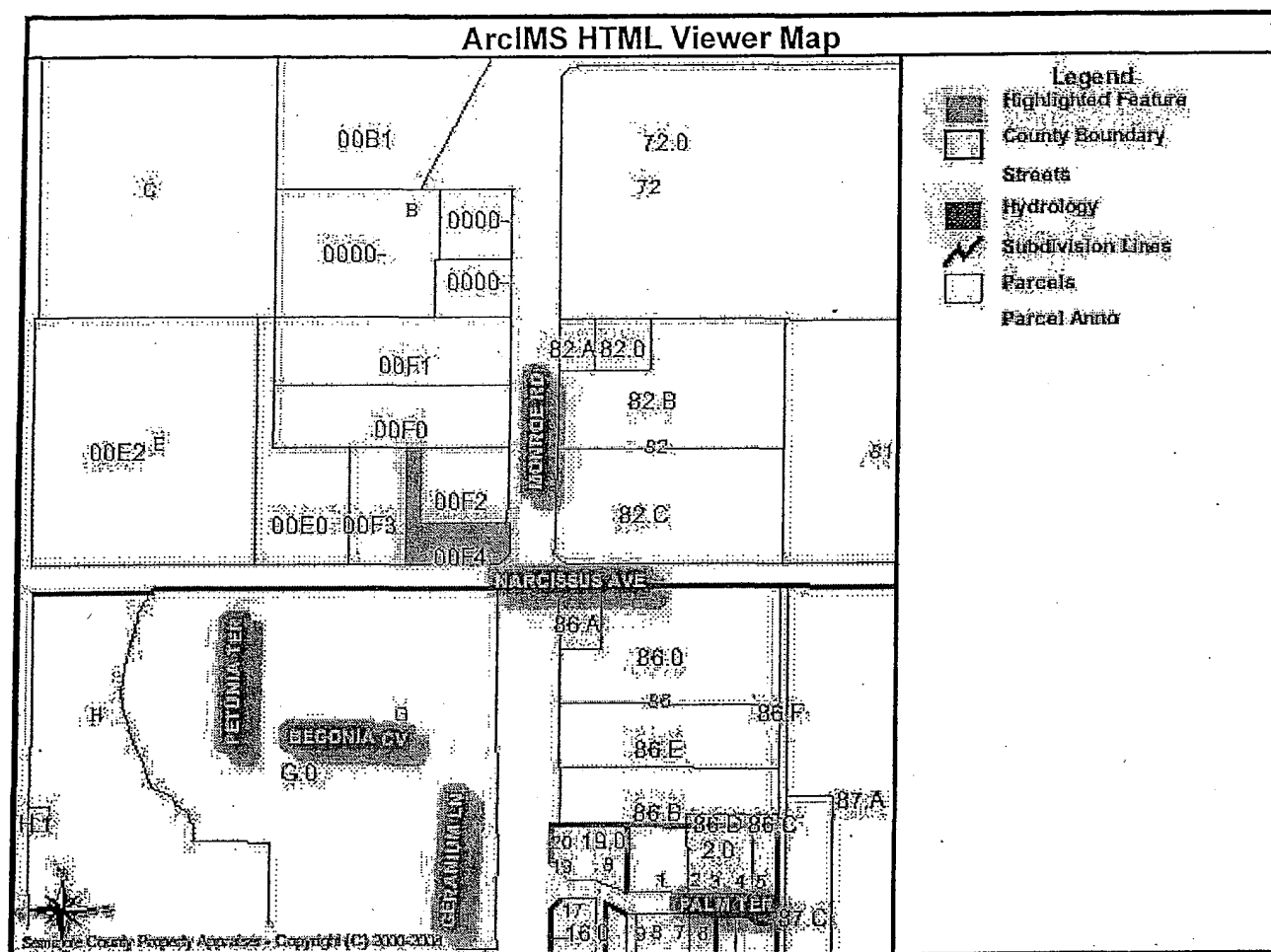


EXHIBIT A

PARCEL 111

PARENT TRACT : WITH TAKING SHOWN

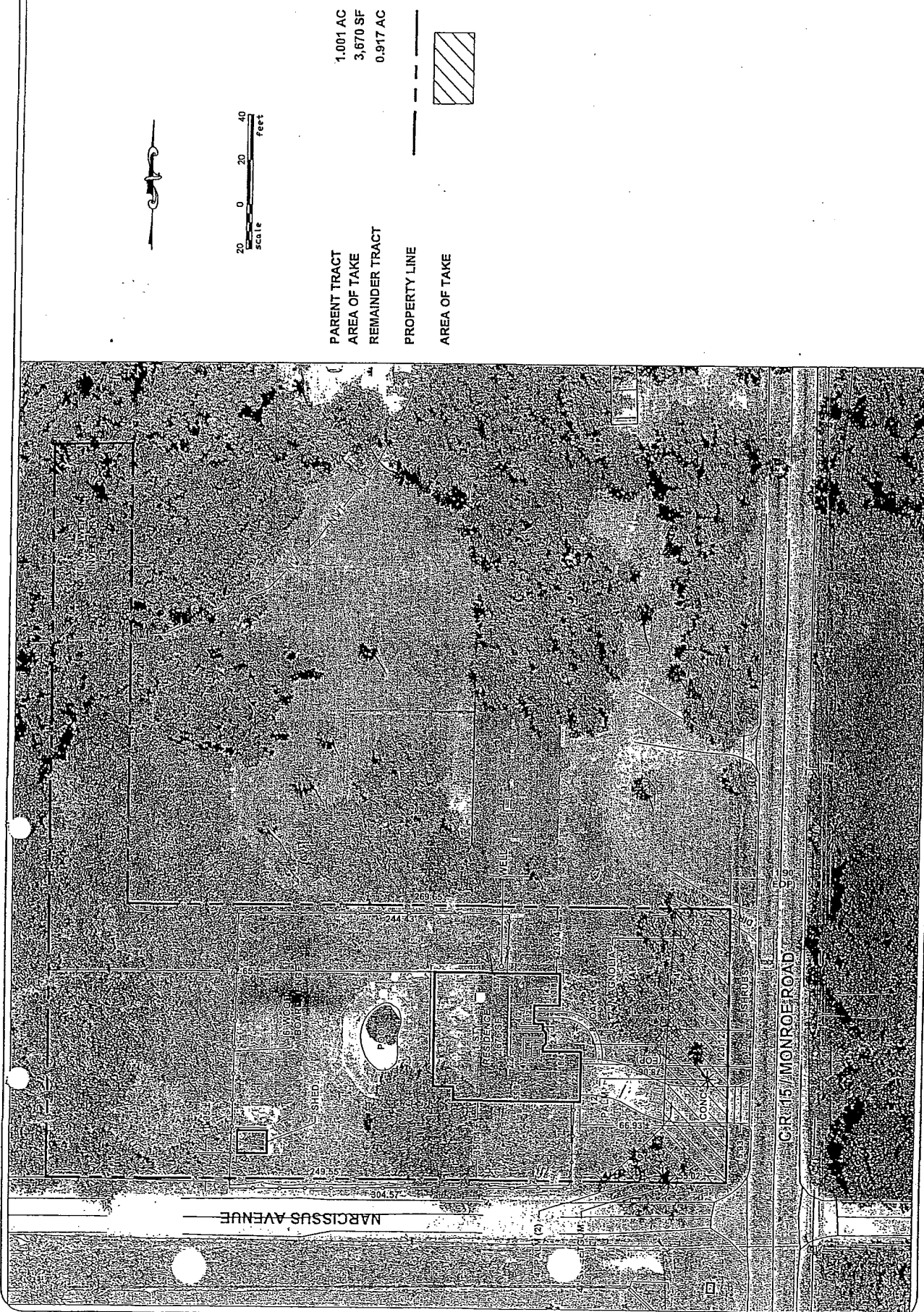


**gai consultants**  
618 East South Street  
Orlando, Florida 32801  
407-423-8398

**SHEET 2**

**PROJECT NUMBER:**

DATE: 02/25/2004





**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Expenditure & Payroll Approval Lists, BCC Minutes, Clerk's Received and Filed, and Clerk's Briefing

**DEPARTMENT:** Clerk's Office

**DIVISION:**

**AUTHORIZED BY:** Sharon Peters, Sabrina O'Bryan    **CONTACT:** Sandy McCann    **EXT:** 7662

**MOTION/RECOMMENDATION:**

Approval of Expenditure Approval Lists dated February 23 and March 2, 2009; approval of Payroll Approval List dated March 5, 2009; approval of BCC Minutes dated February 24, 2009; Clerk's "Received and Filed" - for information only; Clerk's Briefing

County-wide

Dave Godwin

---

**BACKGROUND:**

See attached Clerk's Report dated 3-24-09.

**ATTACHMENTS:**

1. Clerk's Report 03-24-09

<b>Additionally Reviewed By:</b> No additional reviews
---



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Expenditure & Payroll Approval Lists, BCC Minutes, Clerk's Received and Filed , and Clerk's Briefing

DEPARTMENT Clerk's Office DIVISION: County Commission Records

AUTHORIZED BY Dave Godwin CONTACT: Sandy McCann EXT. 7662

Agenda Date 03-24-2009 Regular ☐ Consent ☒ Work Session ☐ Briefing ☐

### MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Approval Lists  
Approval of BCC Minutes

### BACKGROUND:

1. Expenditure Approval Lists dated February 23 and March 2, 2009; and Payroll Approval List dated March 5, 2009
2. BCC Minutes dated February 24, 2009
3. Clerk's "Received and Filed" - for information only
4. Clerk's Briefing

Reviewed by:
Co. Att _____
OMB _____
Other _____
DCM _____
CM _____

**CLERK'S REPORT  
CLERK'S BRIEFING  
MARCH 24, 2009**

**I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE**

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

Expenditure Approval Lists dated February 23 and March 2, 2009; and Payroll Approval List dated March 5, 2009, 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 24, 2009.

ACTION REQUESTED: Motion approving same.

**B. RECEIVED AND FILED - For Information Only**

1. Change Order #2 to Work Order #17 to CC-1284-06.
2. Copy of e-mail to Cindy Coto, County Manager, BCC Aides, Deputy County Manager, County Attorney, Clerk of Court, and Sandy McCann, from Bruce McMenemy, Chief Deputy Clerk, regarding County Manager Item (Ink Pens Purchased for County Employees Luncheon) for February 24 BCC Meeting.
3. Change Order #1 to Work Order #13 to CC-0012-05.
4. Work Order #110 to PS-5165-04.
5. Letters to Maryanne Morse, Clerk of Circuit Court, from Donna Gardner, Casselberry City Clerk, re: Annexations of 1635 SR 436; 571 Ruby Court; 477 Lake Howell Road; 404 Lotus Lane; 934 Laura Street; and 309 Concord Drive.

6. Change Order #5 to CC-2324-07.
7. Change Order #3 to CC-1184-06.
8. Work Order #2 to CC-3321-08.
9. Amendment #1 to Work Order #14 to PS-1529-06.
10. Work Order #46 to PS-1529-06.
11. Change Order #3 to CC-2424-07.
12. Second Amendment to IFB-600301-07.
13. Amendment #2 to Work Order #1 to PS-0127-05.
14. Amendment #1 to Work Order #21 to CC-1741-07.
15. Amendment #2 to Work Order #1 to PS-1167-06.
16. Preliminary Assessment and Interim Recommendations of PS-5190-05 CH2M Hill, Inc. Work Orders #20 and 24.
17. Flexible Spending Account Administrative Services Agreement with Blue Cross Blue Shield of Florida.
18. Work Order #7 to PS-2249-07.
19. Work Order #86 to PS-5150-03.
20. Third Amendment to M-469-04.
21. Amendment #1 to Work Order #103 to PS-5165-04.
22. Work Order #14 to CC-2190-07.
23. Work Order #64 to RFP-4214-04.
24. First Amendment to IFB-600281-08.
25. Work Order #16 to RFP-0013-05.
26. Work Order #18 to CC-1284-06.
27. Change Orders #6 & #7 to RFP-0613-06.

28. Central Florida Sports Commission Agreement approved by the Board on November 18, 2008.
29. Conditional Utility Agreements for Water and Sewer Service with Comfort Rooms of Florida, Inc.
30. Bill of Sale accepting Off Site Water System within the project known as Palm Valley Walgreens.
31. Change Orders #10 & #11 to CC-2143-07.
32. Development Order #09-30000012, Jorge Oliveira.
33. Addendum #1 to the Oakmonte PUD Developer's Commitment Agreement.
34. Addendum #2 to the Sunlake PUD Developer's Commitment Agreement.
35. Civil Traffic Hearing Officer Service Agreement for John Pascucci.
36. Work Order #2 to PS-1666-06.
37. First Amendment to PS-3166-08.
38. Work Order #48 to PS-1529-06.
39. M-4326-09 Basic Agreement with Peninsula Engineers, Inc.
40. Parks Contracts for Services for the following: Ron Coleman; Ken Gross; Michael Rodriguez; William White; Adrienne Dienst; Rodney Bryant; Melvin Jones; Jeffery Terito; Sharon Gross; Malcolm McGregor; Mary Jane McGregor; and Antonio Vaziri.
41. Change Order #4 to CC-2396-07.
42. Change Order #1 to Work Order #14 to CC-1284-06.
43. Bids as follows: RFP-600587-09; RFQ-600604-09; and 600599-09.

### III. CLERK'S BRIEFING



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Law Enforcement Trust Fund Contribution to Meals on Wheels

**DEPARTMENT:** Sheriff's Office

**DIVISION:**

**AUTHORIZED BY:** Sharon Peters, Sabrina O'Bryan    **CONTACT:** Penny Fleming    **EXT:** 6617

**MOTION/RECOMMENDATION:**

Approval by the Board of County Commissioners to contribute \$500.00 from the Law Enforcement Trust Fund to provide funding in support of Meals on Wheels.

County-wide

Penny Fleming

---

**BACKGROUND:**

The Seminole County Sheriff's Office is requesting expenditure from the Law Enforcement Trust Fund in the amount of \$500. This expenditure will provide for a financial contribution to the Meals on Wheels 6th annual March for Meals campaign. The Sheriff's Office works closely with Meals on Wheels in ensuring that at-risk and disadvantaged seniors within Seminole County receive basic services. The Sheriff's Office is a strong supporter of Meals on Wheels and the programs they provide for at-risk seniors and therefore desires to contribute to their annual campaign. 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 \$50,216.55.

<b>Additionally Reviewed By:</b> No additional reviews
---



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM****SUBJECT:** Law Enforcement Trust Fund Contribution to Free to Be Me, Inc.**DEPARTMENT:** Sheriff's Office**DIVISION:****AUTHORIZED BY:** Sharon Peters, Sabrina O'Bryan    **CONTACT:** Penny Fleming    **EXT:** 6617**MOTION/RECOMMENDATION:**

Approval by the Board of County Commissioners to contribute \$2,000.00 from the Law Enforcement Trust Fund to The Central Florida Freedom School operated by Free to be Me, Inc.

County-wide

Penny Fleming

---

**BACKGROUND:**

Free to Be Me, Inc. is a 501(C)(3) non-profit organization which has provided services to approximately 150 children and their families residing in the Sanford area since June 2004. The primary mission of the organization is to promote family unity by empowering parents and their children with the skills required to improve family literacy and student academic skills. In order to achieve its mission, Free to Be Me, Inc. operates a five week summer youth program referred to as the Central Florida Freedom School. This program is a community project that engages approximately 50 students, ages 5-16 residing in the Sanford area with a curriculum that includes reading enrichment, goal setting, conflict resolution and community service activities. Local college students assist with the program. The Seminole County Sheriff's Office actively supports youth programs that provide services to at-risk youth and therefore would like to contribute \$2,000 in support of the Central Florida Freedom School Program operated by Free to Be Me, Inc.

This request complies with Chapter 932.7055(4)(a), Florida State Statutes. The State/Local Forfeiture Fund Cash Balance prior to this commitment is \$49,716.55

<b>Additionally Reviewed By:</b> No additional reviews
---





**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Law Enforcement Trust Fund Contribution to the Rotary Club of Seminole County South

**DEPARTMENT:** Sheriff's Office

**DIVISION:**

**AUTHORIZED BY:** Sharon Peters, Sabrina O'Bryan    **CONTACT:** Penny Fleming    **EXT:** 6617

**MOTION/RECOMMENDATION:**

Approval by the Board of County Commissioners to contribute \$2,000.00 from the Law Enforcement Trust Fund to provide funding in support of the Rising Achievers Program sponsored by the Rotary Club of Seminole County South.

County-wide

Penny Fleming

---

**BACKGROUND:**

The Rotary Club of Seminole County South is the largest Rotary Club in Seminole County and has for over thirty years provided funding for numerous youth programs. In 2001, the Rotary Club established the Rising Achievers Program (RAP); a program that recognizes two outstanding students from each of the public high schools in Seminole County. Students selected are those that have overcome adversity or unusual circumstances in their life in order to graduate. Students recognized in the past have included victims of violent crimes, youths raised in foster homes and public housing and those overcoming family hardships such as terminal illnesses and accidents. The Sheriff's Office is a strong supporter of programs that assist at-risk youths in Seminole County and therefore desires to contribute funding in support of the RAP program by contributing \$2,000 to the Rotary Club of Seminole County South. 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 \$47,716.55.

<b>Additionally Reviewed By:</b> No additional reviews
---



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Douglas Grand at Lake Mary Final Master Plan

**DEPARTMENT:** Planning and Development      **DIVISION:** Planning

**AUTHORIZED BY:** Dori DeBord

**CONTACT:** Ian Sikonia

**EXT:** 7398

**MOTION/RECOMMENDATION:**

1. Approve the Final Master Plan and Developer's Commitment Agreement for the Douglas Grand at Lake Mary PUD, consisting of 26.8 ± acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street, and authorize the Chairman to execute the aforementioned documents, based on staff findings (Douglas Hoeksema, applicant); or
2. Deny the Final Master Plan and Developer's Commitment Agreement for the Douglas Grand at Lake Mary PUD, consisting of 26.8 ± acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street (Douglas Hoeksema, applicant); or
3. Continue the request until a time and date certain.

District 5 Brenda Carey

Ian Sikonia

---

**BACKGROUND:**

The applicant, Douglas Hoeksema, is requesting approval of the Douglas Grand at Lake Mary Final Master Plan and Developers Commitment Agreement for a multi-family development. The proposed uses for this site include apartments, townhomes, condominiums, home occupations, and home offices. The High Density Residential Future Land Use designation and PUD zoning were approved at the June 10, 2008 Board of County Commissioner hearing.

This project is proposing 416 multi-family units including a clubhouse, tennis court, and tot lot. The multi-family dwellings will be distributed between 19 residential buildings located throughout the property. The project is utilizing sidewalks for internal connectivity and pedestrian connections to N. Oregon Street. The proposed Final Master Plan complies with all of the conditions in the approved Development Order.

**STAFF RECOMMENDATION:**

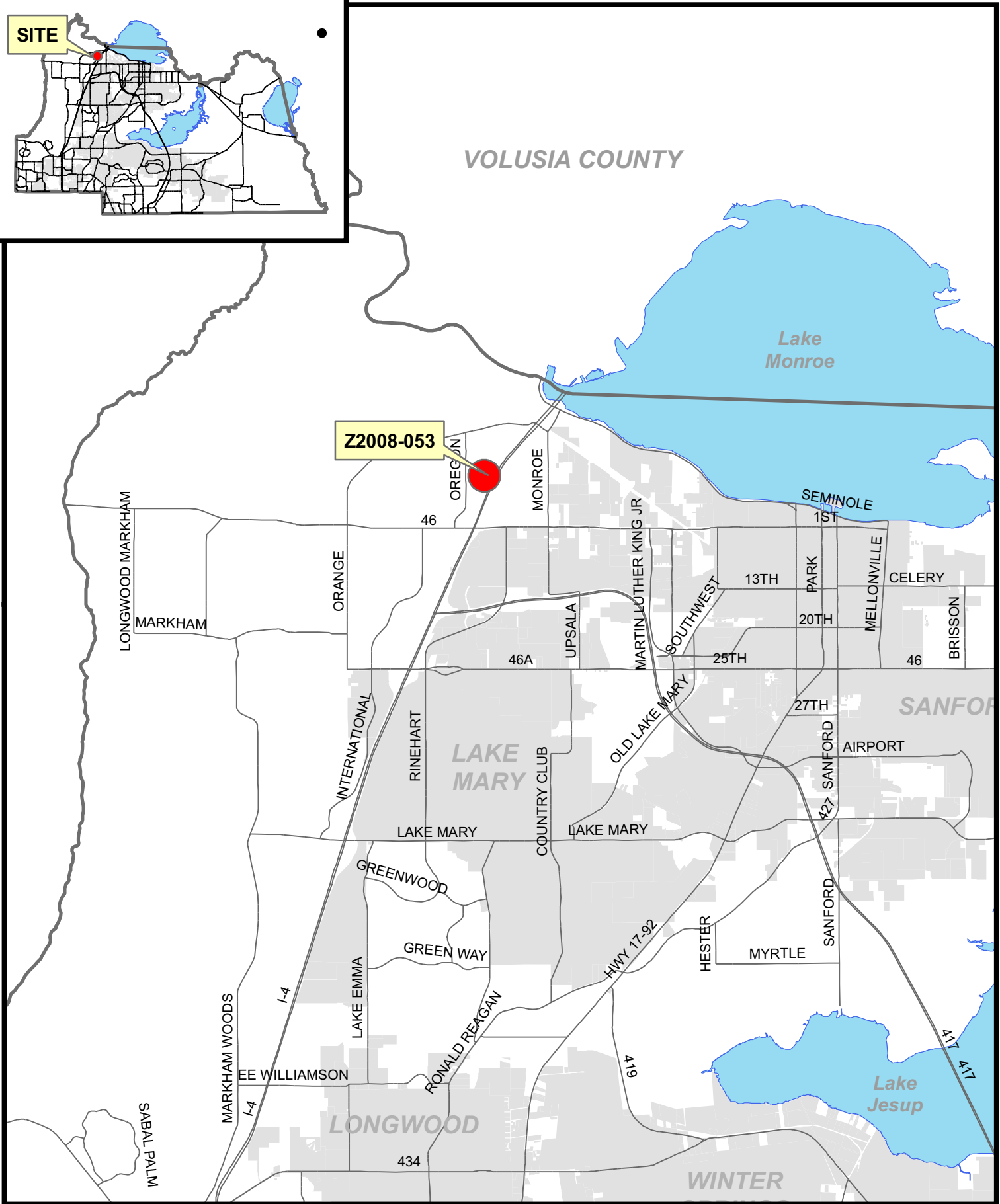
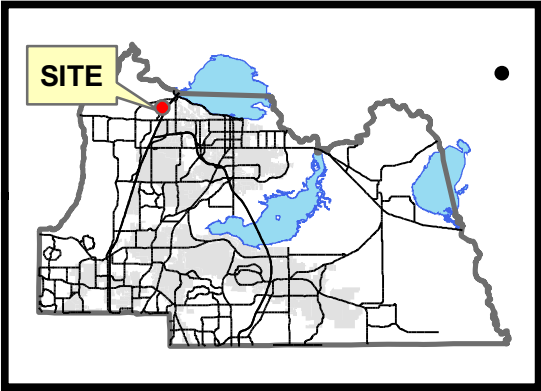
Staff recommends that the Board approve the Final Master Plan and Developer's Commitment Agreement for the Douglas Grand at Lake Mary, consisting of 26.8± acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street, and authorize the Chairman to execute the aforementioned documents.

**ATTACHMENTS:**

1. Location Map
2. Aerial Map
3. Final Master Plan
4. Open Space Exhibit Provided by Applicant
5. Developer Commitment Agreement
6. 6-10-08 Preliminary Master Plan
7. 6-10-08 Development Order
8. 6-10-08 BCC Minutes
9. Ownership Disclosure Form

**Additionally Reviewed By:**



☒ County Attorney Review ( Kathleen Furey-Tran )







Z2008-053  
Final Master Plan

 Parcel  
 Subject Property



Winter 2007 Color Aerials

FINAL MASTER PLAN  
DOUGLAS GRAND AT LAKE MARY  
(A PORTION OF THE LAKE FORREST TOWNHOMES PUD)

SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30, EAST  
SEMINOLE COUNTY, FLORIDA  
PARCEL ID #'S 20-19-30-300-0040-0000.

FOR

**DOUGLAS PARTNERS, LLC**  
101 S. NEW YORK AVENUE, SUITE 210  
WINTER PARK, FL 32789  
PH (407) 571-5880



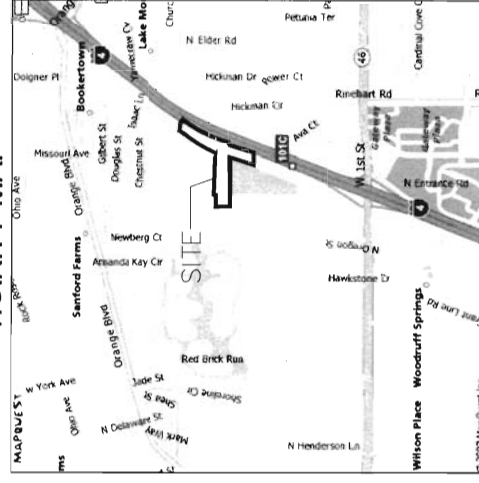
**MADDEN**  
**MOORHEAD & GLUNT, INC.**  
**CIVIL ENGINEERS**

431 E. HORATIO AVENUE, SUITE 260  
MAITLAND, FLORIDA 32751  
PHONE (407) 629-8330  
FAX (407) 629-8336

# INDEX OF SHEETS

COVER SHEET	
BOUNDARY/TOPO SURVEY	
SYMBOLS AND ABBREVIATIONS	
GENERAL NOTES AND DETAILS	
FINAL MASTER PLAN	
PRELIMINARY UTILITY PLAN	
PRELIMINARY EARTHWORK PLAN	
AERIAL PHOTO	
LANDSCAPE PLAN	
L-101 - L-102	

## VICINITY MAP



**LEGAL DESCRIPTION** (AS FUDR/2407)

[illegible]

CONTAINING 26 BOX ACRES MORE OR LESS

REGISTERED WITH EASEMENT RIGHTS GRANTED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED OCTOBER 22, 1980 IN B/M 3520, PAGE 586; FIRST AMENDMENT RECORDED JANUARY 7, 2003 IN BLOCK 4624, PAGE 502; AND SECOND AMENDMENT RECORDED JULY 1, 2004 IN BLOCK 4624, PAGE 503; AND THAT CERTAIN DECLARATION OF EASEMENTS RECORDED JANUARY 7, 2003 IN BLOCK 4624, PAGE 502.

DOUGLAS GRAND AT LAKE MARY 08039  
CHADWICK H. MCDONALD, P.E. #61781  
CENTRAL OF ALABAMA POWER CO. (33-000723)

2/9/09  
1/08/09  
11/3/08

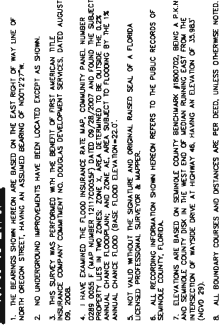
SEMINOLE COUNTY  
SEMINOLE COUNTY  
SEMINOLE COUNTY

HADJICK H. MOOREHEAD, P.E. #61781  
CENTRAL OF ALTHAMIZATION NO. 68-000723

DOUGLAS GRAND AT LAKE MARY 08039

© 2007 Pearson Education, Inc.





JOB NO.: 8081902  
 FIELD DATE: 08/17/08  
 SCALE: 1" = 60'  
 DRAWN BY: UB  
 APPROVED BY: GJS  
 8081902 DOUGLAS  
 GRAND BVD/DMS

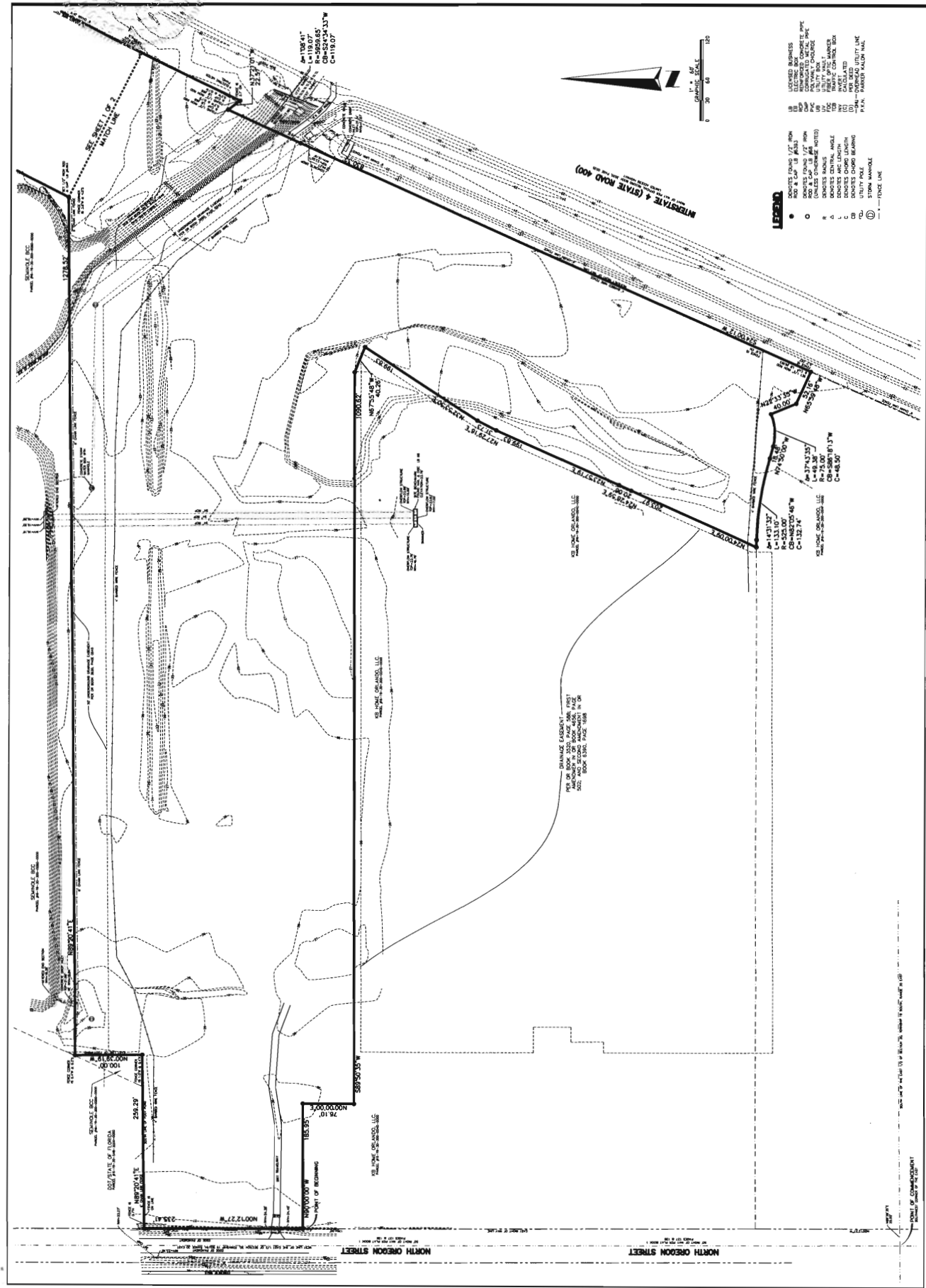
**WSM**  
 AMERICAN  
 SURVEYING  
 & MAPPING INC.  
 1000 N. W. 10th Ave.  
 Suite 100  
 Fort Lauderdale, FL 33304  
 Phone: (954) 571-1100  
 Fax: (954) 571-1101  
 Email: info@wsmsurvey.com

**BOUNDARY & TOPOGRAPHIC SURVEY**  
 OF  
 DOUGLAS GRANDE  
 SEMINOLE COUNTY, FLORIDA

NO.	DATE	REVISIONS

BRETT A. MOSENFELDER, PLSM 30011 DAK

**SHEET 2 OF 2**



## EXISTING SYMBOLS

## PROPOSED SYMBOLS

LINES	
CENTER LINE	BUILDING LINE
WIRE FENCE	CONTOURS
CHAIN LINK FENCE	RAILROAD TRACKS
WOOD FENCE	GAS MAIN
GUARDRAIL	UNDERGROUND ELECTRIC
EXISTING PLATS	UNDERGROUND TELEPHONE
RETAINING WALL	OVERHEAD POWER LINE
RIGHT-OF-WAY LINE	OVERHEAD TELEPHONE
SHORELINE	UNDERGROUND CABLE TELEVISION
SWALE	EASEMENT

**SANITARY**

		
SANITARY SEWER LINE	FORCE MAIN	MANHOLE
CLEANOUT		






















WATER & REUSE WATER	
WATER MAIN 6" PVC PIPE	40
WATER VALVE	
FIRE HYDRANT	
WATER METER	
WATER MAIN	
BACKFLOW PREVENTOR	

STORM DRAIN	
	STORM SEWER
	MANHOLE
	MITRED END
	STORM INLET
	FOOT TYPE 6 INLET
	FOOT TYPE 5 INLET
	FOOT TYPE 4 INLET
	FOOT TYPE 3 INLET
	FOOT TYPE 2 INLET
	FOOT TYPE 1 INLET

[illegible]

LINES	STORM DRAIN
	100 LF STS 24 HDPE @ 0.20%
	100 LINEAR FEET STORM PIPE POLYETHYLENE PIPE @ 0.20%
	UD .8 PVC
	UNDERGRAN 8" PVC PIPE
	DRAINAGE FLOW DIRECTION
	FOOT INLET TYPE 1
	FOOT INLET TYPE 2
	FOOT INLET TYPE 3
	FOOT INLET TYPE 4
	FOOT INLET TYPE 5
	FOOT INLET TYPE 6
	MANNHOLE
	WATERED END SECTION FOR FORD SIDE SLOPE
	SPOT ELEVATION
	9.000.00
	FOOT INLET

# HIGHWAY & UTILITIES

	CORNER	CONCRETE	COUNTY ROADS	DETAIL REFERENCE	DUMPSTER PAD	FINISHED FLOOR ELEVATION W/ TPA LOT TYPE	GRUY POLE	HANDICAP PARKING	INTERSTATE ROADS	LIGHT POLE	SIGNS	SECTION CORNER	STATE ROADS	SILT FENCE	TRAFFIC FLOW PAVEMENT MARKING	UTILITY POLE	BLDG OR STRUCTURE	VERTICAL CURB	CROSS SECTION DETAIL
																			

SHALE	THREE LINE
SANITARY	
100' LF SAN 8 PVC 0.40%	100' LINEAR FEET SANITARY 8" PVC PIPE @ 0.40% SLOPE
•	CLEANOUT
•	DOUBLE SANITARY SERVICE
•	FORCE MAIN 4" PVC PIPE
•	MANHOLE
WATER & REUSE WATER	
WM 6 DIP	WATER MAIN 6"
1	DR PIPE
1	22 1/2' BEND
1	45' BEND
1	90' BEND
1	TIE
1	CROSS
1	CHECK VALVE
1	DOUBLE DETECTOR CHECK VALVE
1	SEWER WATER SERVICE
1	GATE VALVE
1	FIRE HYDRANT
1	METER
1	REDUCER
1	BLOWOFF
1	BACKFLOW PREVENTER
1	SAMPLE POINT
1	UNDERDRAIN CLEANOUT
1	RECLAIMED WATER MAIN 6" PVC PIPE
1	REUSE WATER CONNECTION
1	SEWER WATER SERVICE



**MADDEN**  
 ENGINEERING  
 CML ENGINEERS  
 431 E. Horatio Avenue  
 Suite 260  
 Maitland, Florida 32751  
 (407) 629-8530

SYMBOLS AND ABBREVIATIONS  
FOR  
DOUGLAS GRAND AT LAKE MARY  
SEMINOLE COUNTY  
FLORIDA

CLIENT

ENGINEER IN CHARGE:

[illegible]

JOB # 08039  
DATE: 10-15-08  
SCALE: NTS  
DESIGNED BY: DAS  
PROGRAM BY: DAS  
APPROVED BY: CM

SY-1



GENERAL NOTES AND DETAILS  
FOR  
DOUGLAS GRAND AT LAKE MARY  
FLORIDA  
SUNSHINE COUNTY

DOUGLAS PARTNERS, LLC  
101 S. NEW YORK AVENUE, SUITE 210  
WALTER PARK, FL 32789  
(407) 531-5880

ENGINEER: M. CHAPMAN  
CHECKED: H. MORTIMER, P.E., RES. 7/7/18  
CERTIFICATE OF AUTHORIZATION NO. BE-0007723

DATE	REVISIONS
10/1/18	1.0
10/1/18	1.1
10/1/18	1.2
10/1/18	1.3
10/1/18	1.4
10/1/18	1.5
10/1/18	1.6
10/1/18	1.7
10/1/18	1.8
10/1/18	1.9
10/1/18	2.0

PROJECT NO. 180603-9  
SHEET NO. 18-15-08  
SCALE: 1"=10'-0"  
DESIGNED BY: J. CHAPMAN  
CHECKED BY: H. MORTIMER, P.E.  
APPROVED BY: M. CHAPMAN

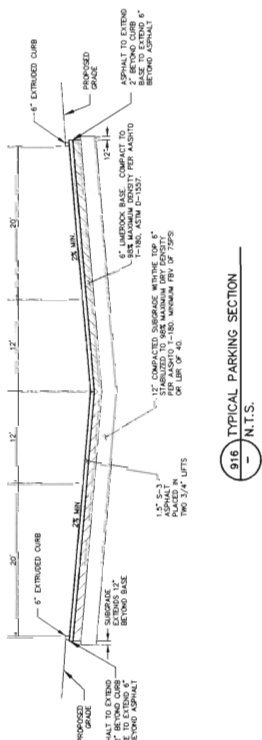
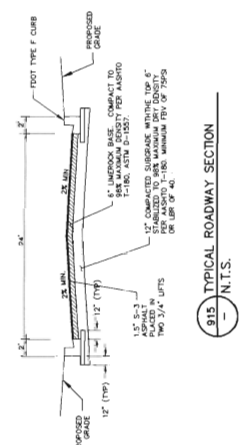
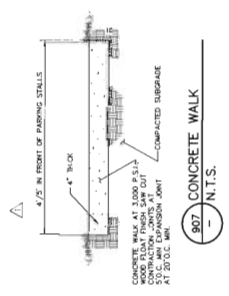
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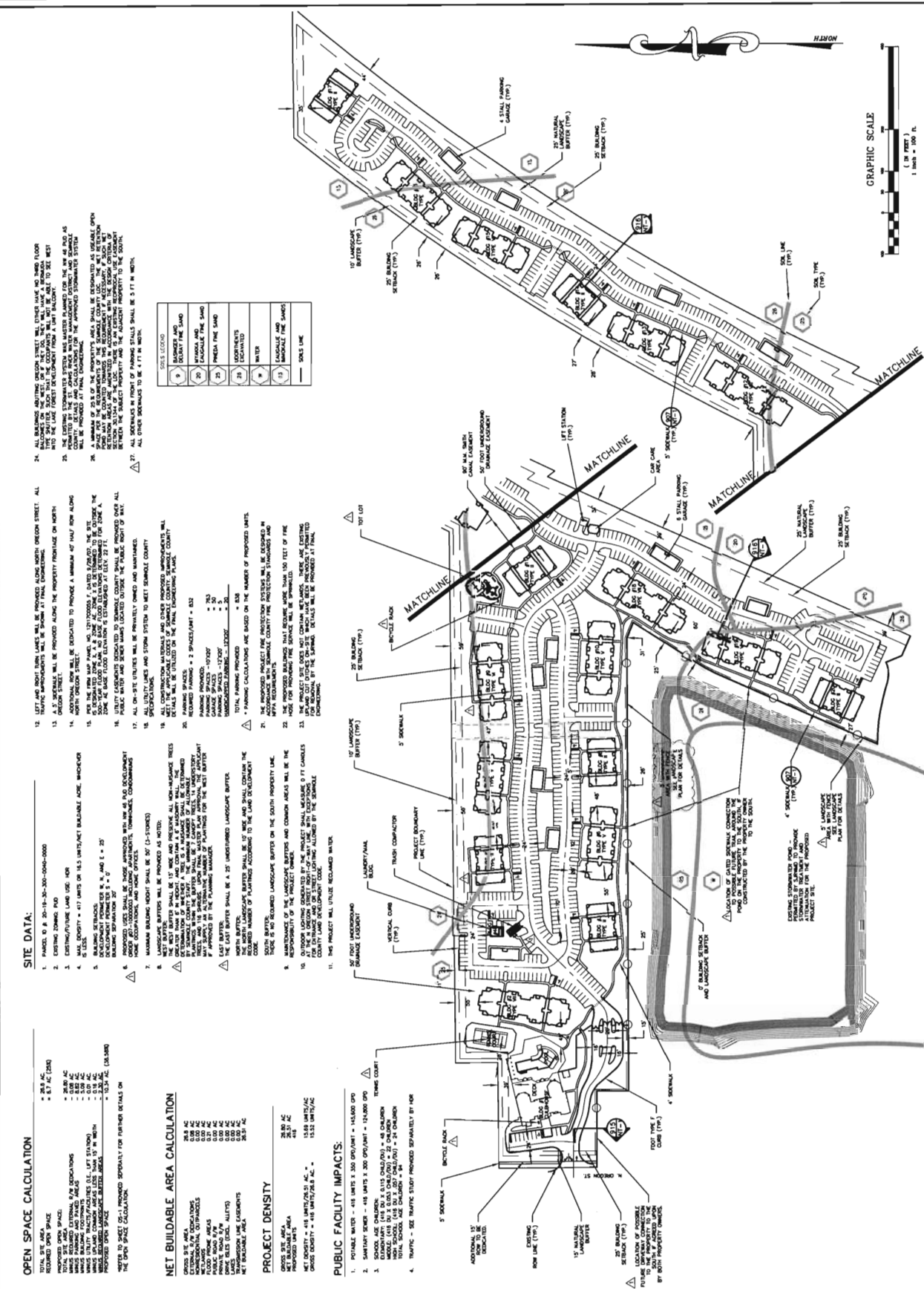
UTILITY PROVIDERS:

- CABLE:  
SUNSHINE CABLE  
101 S. NEW YORK AVE., SUITE 210  
WALTER PARK, FL 32789  
(407) 531-5880
- GAS:  
PEOPLES GAS  
101 S. NEW YORK AVE., SUITE 210  
WALTER PARK, FL 32789  
(407) 462-4601
- SEWER/WATER/RECLAIMED:  
SUNSHINE WASTE WATER  
101 S. NEW YORK AVE., SUITE 210  
WALTER PARK, FL 32789  
(407) 531-5880
- TELEPHONE:  
SUNSHINE TELEPHONE  
101 S. NEW YORK AVE., SUITE 210  
WALTER PARK, FL 32789  
(407) 531-5880
- ELECTRIC:  
SUNSHINE ELECTRIC  
101 S. NEW YORK AVE., SUITE 210  
WALTER PARK, FL 32789  
(407) 531-5880
- LANDSCAPE ARCHITECT:  
DALL DESIGN GROUP, INC.  
101 S. NEW YORK AVE., SUITE 210  
WALTER PARK, FL 32789  
(407) 531-5880

PROJECT TEAM MEMBERS:

- OWNER / DEVELOPER:  
DOUGLAS PARTNERS, LLC  
101 S. NEW YORK AVE., SUITE 210  
WALTER PARK, FL 32789  
(407) 531-5880
- ENGINEER:  
M. CHAPMAN  
101 S. NEW YORK AVE., SUITE 210  
WALTER PARK, FL 32789  
(407) 531-5880
- SURVEYOR:  
AMERICAN SURVEYING & MAPPING  
101 S. NEW YORK AVE., SUITE 210  
WALTER PARK, FL 32789  
(407) 531-5880
- GEOTECHNICAL ENGINEER:  
SUNSHINE GEOTECHNICAL  
101 S. NEW YORK AVE., SUITE 210  
WALTER PARK, FL 32789  
(407) 531-5880
- LANDSCAPE ARCHITECT:  
DALL DESIGN GROUP, INC.  
101 S. NEW YORK AVE., SUITE 210  
WALTER PARK, FL 32789  
(407) 531-5880







PRELIMINARY UTILITY PLAN  
FOR  
DOUGLAS GRAND AT LAKE MARY  
HOLLYWOOD COUNTY  
FLORIDA

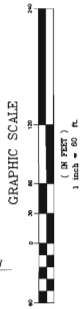
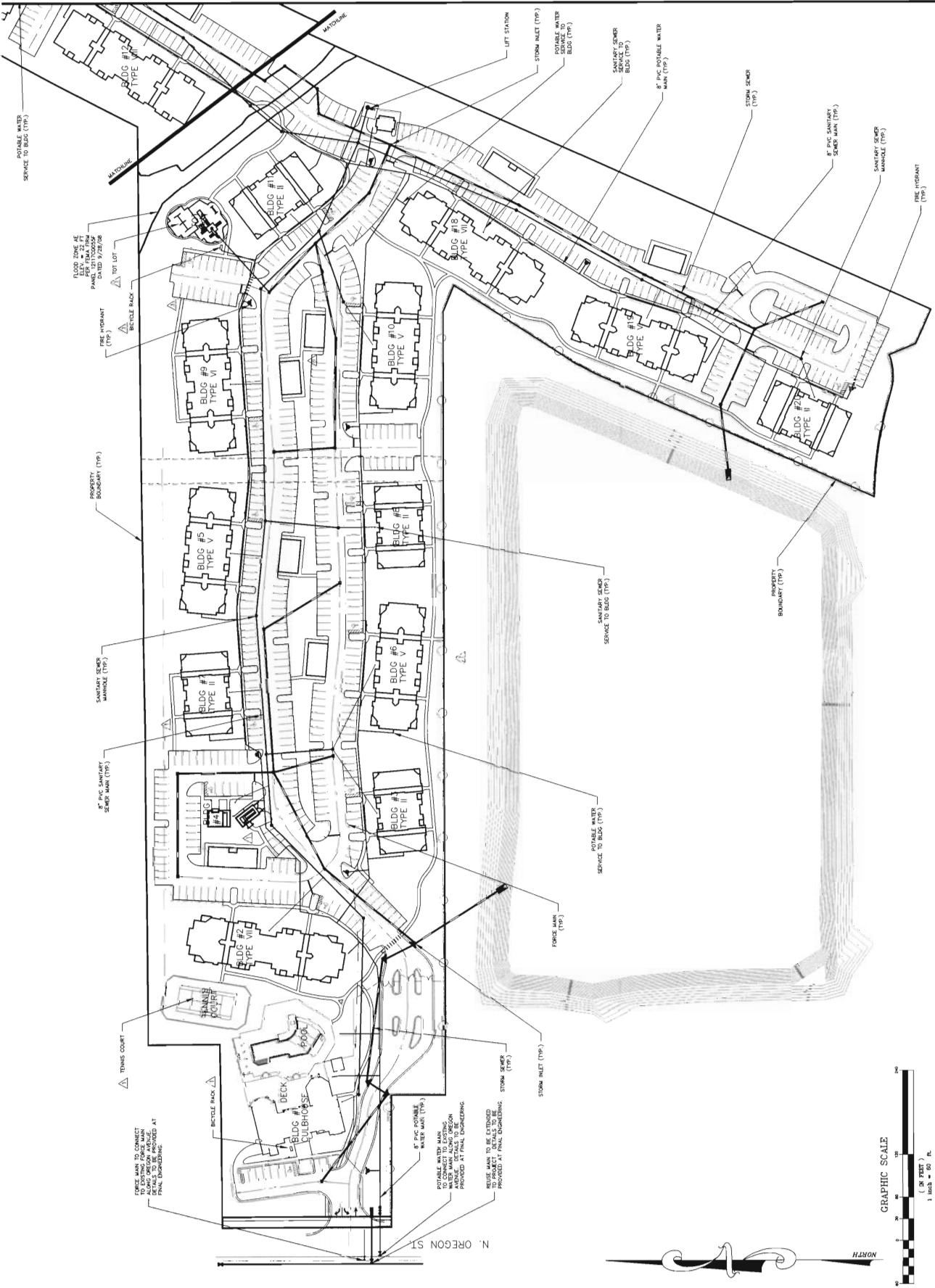
DOUGLAS PARTNERS, LLC  
101 S. NEW YORK AVENUE, SUITE 210  
WINTER PARK, FL 32789  
(407) 571-5880

ENGINEER IN CHARGE:

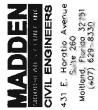
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CR. # 100-239  
DATE 10-15-09  
SCALE 1"=40'  
DESIGNED BY DAS  
DRAWN BY DAS  
APPROVED BY CHM

UT-1







PRELIMINARY EARTHWORK PLAN

FUR

DOUGLAS GRAND AT LAKE MARY

FLORIDA

DEANVILLE COUNTY

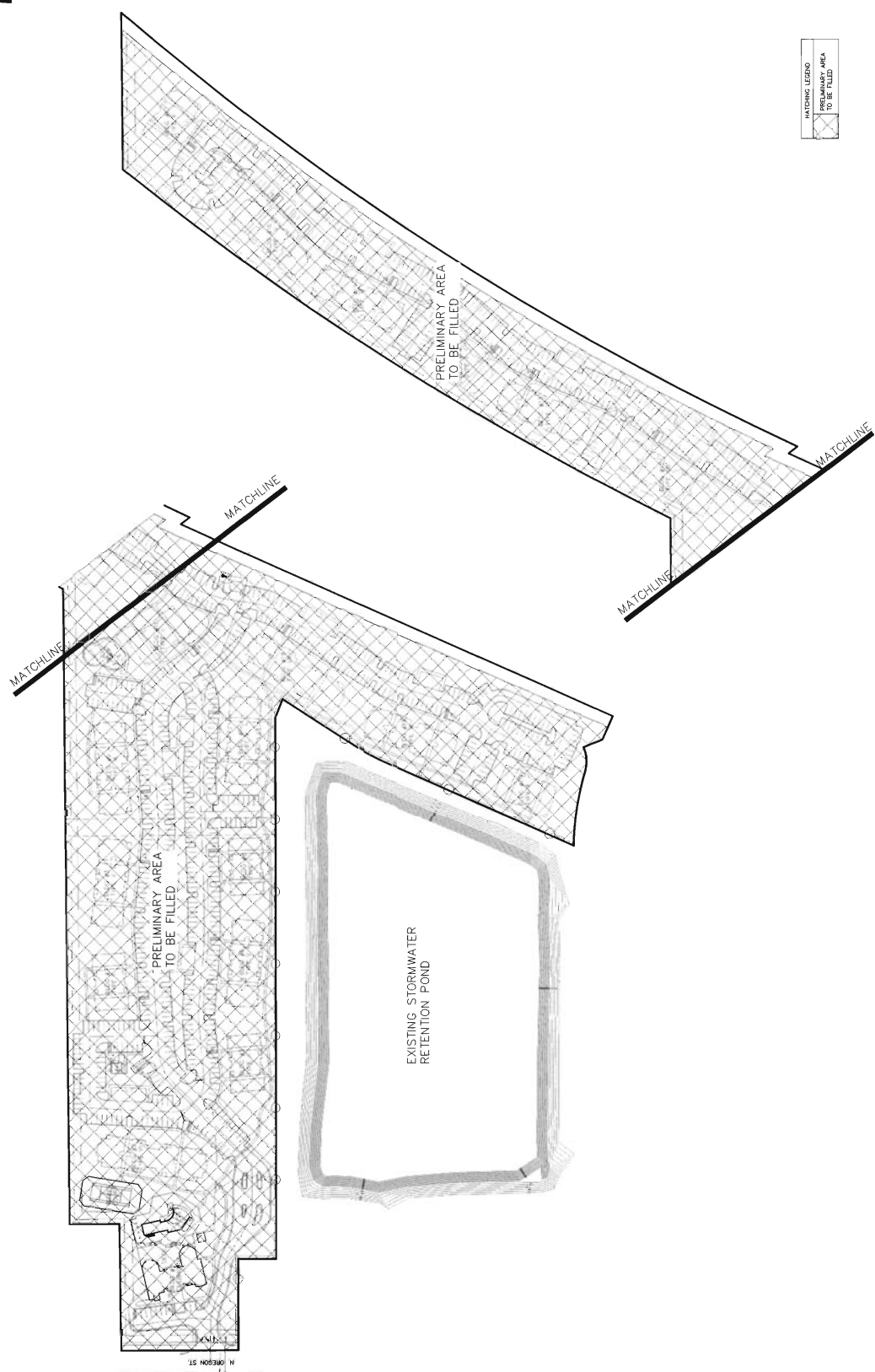
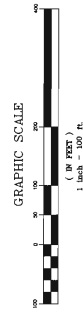
DOUGLAS PARTNERS  
101 S. NEW YORK AVENUE, SUITE 210  
WESTON, FL 32789  
(407) 571-5880

ENGINEER IN CHARGE:

	DATE	REVISIONS
10		
9		
8		
7		
6		
5		
4		
3		
2		
1		

JOB # 08039  
DATE 8/22/08  
SCALE 1"=100'  
DESIGNED BY DAS  
DRAWN BY DAS  
APPROVED BY CHM

EW-1







AERIAL PHOTO  
FOR  
DOUGLAS GRAND AT LAKE MARY  
SEMINOLE COUNTY  
FLORIDA

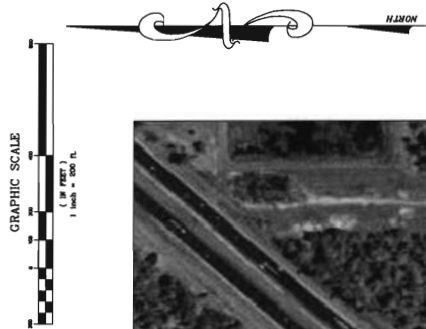
DOUGLAS PARTNERS, LLC  
101 S. NEW YORK AVENUE, SUITE 210  
MIAMI BEACH, FL 33139  
(407) 571-5800

ENGINEER IN CHARGE:

[illegible]

JOB # 08039  
DATE: 10/28/08  
SCALE: 1" = 200'  
DESIGNED BY: DAS  
DRAWN BY: DAS  
APPROVED BY: CHM

AR-1



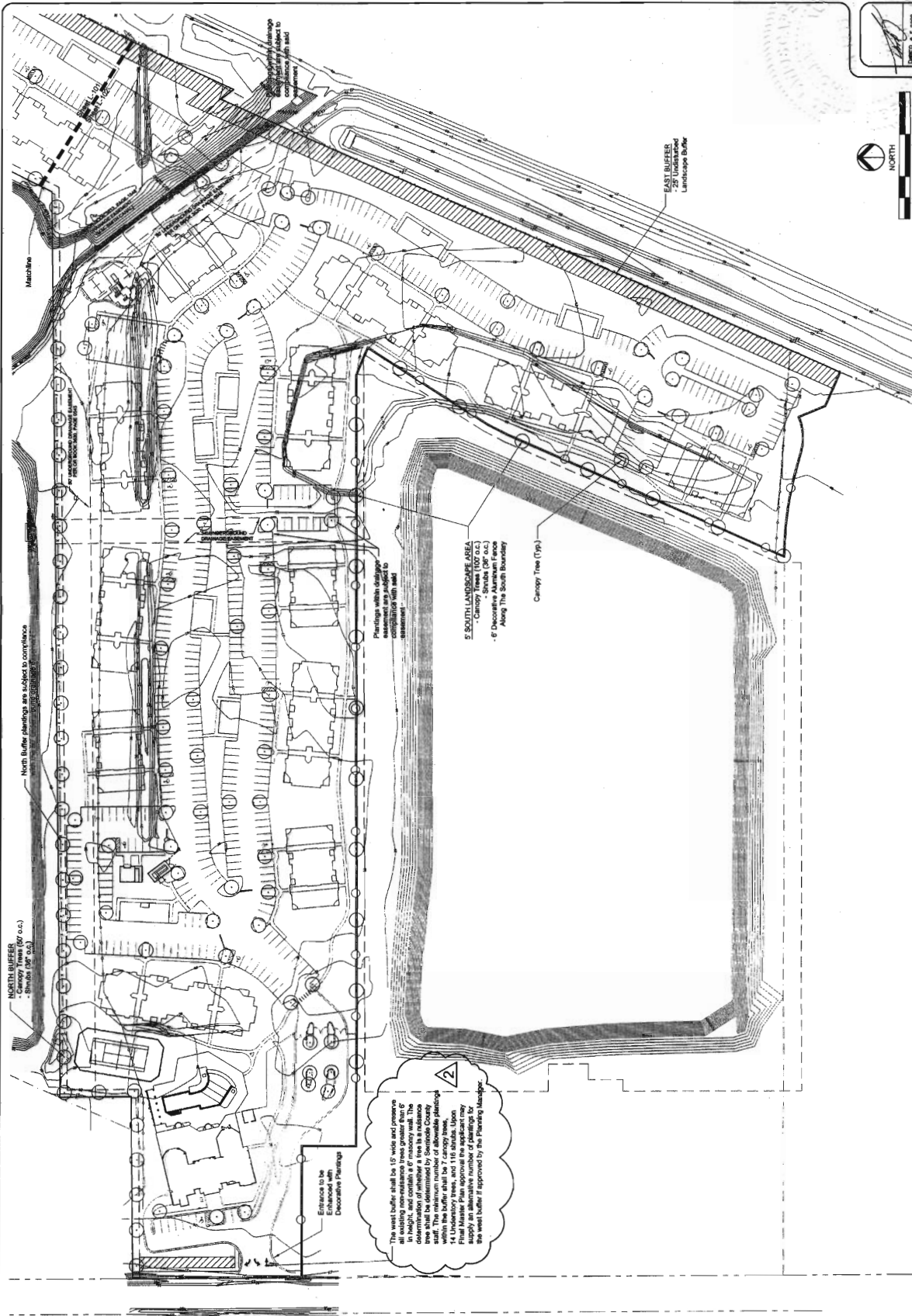


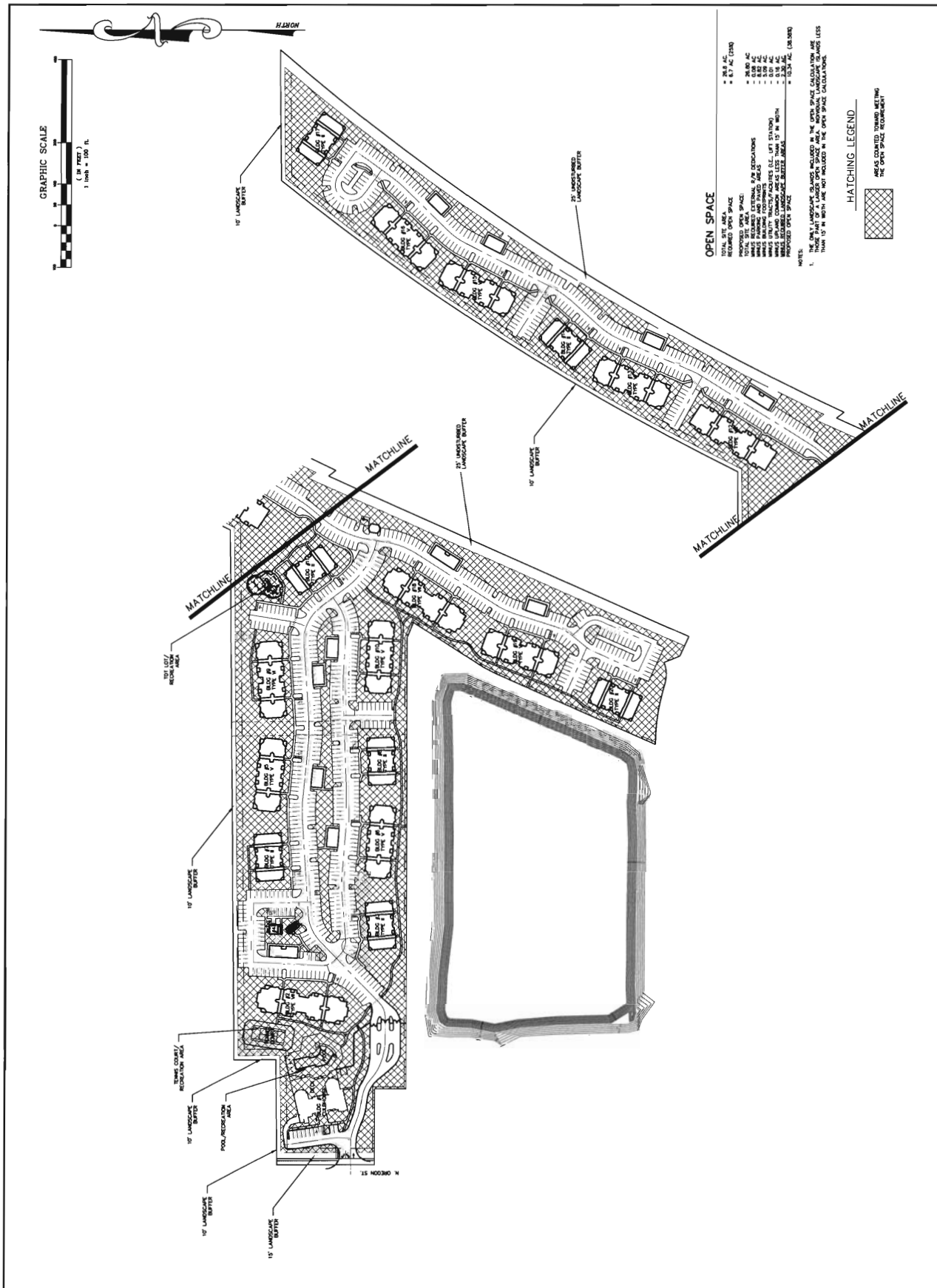


## Seminole County, FL

REV	DATE	DESCRIPTION
2	02 05 09	Revisions per Staff Comments
1	12 19 08	Revisions per Staff Comments

daily design group inc.  
Land Planning, Landscape Architecture, Project Management Consulting  
604 Courtyard St., Suite 202, Orlando, FL 32804 (407) 740-7373 [www.dailydesign.com](http://www.dailydesign.com)





**DOUGLAS GRAND AT LAKE MARY  
DEVELOPER'S COMMITMENT AGREEMENT  
COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION**

On March 24, 2009 the Board of County Commissioners of Seminole County, Florida issued this Developer's Agreement (the "Developer's Agreement") relating to and touching and concerning the following described property:

**1. LEGAL DESCRIPTION:**

This document addresses development within the legal description attached hereto as Exhibit A (the "Property").

**2. PROPERTY OWNERS:**

Jerome L. & Lona S. Youderian  
600 E. Colonial Dr. #100  
Orlando, FL 32803

NW 46 Ltd.  
600 E. Colonial Dr. #100  
Orlando, FL 32803

JLY Group Ltd.  
3500 Raeford Rd.  
Orlando, FL 32806

**3. STATEMENT OF BASIC FACTS:**

- A. Total Area: 26.803 Acres
- B. Zoning: Planned Unit Development
- C. Future Land Use: High Density Residential (HDR)
- D. Total Units: 417 Units Maximum
- E. Density: Max 16.5 Units per net buildable acre
- F. The development approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance with all other applicable regulations and ordinances.
- G. 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.

**4. PERMITTED USES:**

Apartments, Townhomes, Condominiums, Home Occupations, Home Offices

**5. OPEN SPACE:**

Gross Site Area:	26.803 Acres
Required Open Space (25%)	$26.803 \times 0.25 = 6.70$ Acres
Open Space Provided:	10.34 +/- Acres (38%)

**6. SETBACKS:**

Setbacks for the main structures shall be as follows:

**Development Perimeter:**

North	25'
West	25'
East	25'
South	0'
Building Separation	20'

**7. LANDSCAPE & BUFFER CRITERIA:**

- A. All landscape buffers and common areas shall be designed pursuant to the requirements of the Seminole County Land Development Code and this Agreement. Unless the option in Development Order 07-10000003 section 3(m) is exercised, all open space shall be satisfied, without reference to the pond, to the property boundaries and Final Master Plan described herein. All landscape buffers and common areas shall be maintained by the property owner. If the property owner comes to some agreement pursuant to Development Order 07-10000003 Section 3(m) regarding maintenance of the pond to the south of the property described herein, that agreement shall control maintenance of the pond.
- B. The west buffer shall be 15' wide and preserve all non-nuisance trees greater than 6' in height, and contain a 6' masonry wall. The determination of whether a tree is a nuisance shall be determined by Seminole County staff. The minimum number of allowable plantings within the buffer shall be 7 canopy trees, 14 understory trees, and 116 shrubs. Upon Final Master Plan approval the applicant may supply an alternative number of plantings for the west buffer if approved by the Planning Manager.
- C. There shall be a 25' undisturbed landscape buffer along the east property line and a 10' wide landscape buffer along the north property line, which buffers shall contain the required number of plantings according to the Land Development Code.

## **8. DEVELOPMENT COMMITMENTS:**

- A. The development of the Property shall comply with the Final Master Plan, attached hereto as Exhibit "B".
- B. Maximum allowable building height shall be 50 feet or 3 stories. All structures abutting N. Oregon Street will either have no third floor balconies on the west, or if they do, they will have a Bermuda-type shutter, such that the occupants will not be able to see west into the Lake Forest development from a unit balcony.
- C. Parking shall be pursuant to the Land Development Code requirement of 2 spaces per unit.
- D. There shall be one vehicular and pedestrian access point for the Property located on N Oregon Street, as shown on Exhibit "B".
- E. A 5' sidewalk shall be provided along the Property frontage on N Oregon Street. All sidewalks in front of parking stalls shall be 5' in width and all other sidewalks internal to the development shall be 4' in width.
- F. Sidewalks shall be provided adjacent to all buildings and provide a link to the sidewalks constructed along N. Oregon Street.
- G. The entire project may be fenced and feature gated access for residents. Fencing materials shall include any materials allowed by the Seminole County Land Development Code. Fencing types shall be submitted for approval along with the final engineering plan.
- H. Outdoor lighting generated by the project shall measure 0' candles at the N Oregon Street right-of-way line, with exceptions for entrance and/or street lighting allowed by the Seminole County Land Development Code.
- I. Left and right turn lanes will be provided along N. Oregon street.
- J. Additional Rights-of-Way will be dedicated to provide a minimum 40' half along north Oregon Street.
- K. Interconnectivity with the property to the south shall be allowable if agreed to by the south property owner.

## **9. WATER, SEWER, RECLAIMED WATER AND STORMWATER:**

WATER:	Water services shall be provided by Seminole County.
SANITARY SEWER:	Sanitary sewer shall be provided by Seminole County.
RECLAIMED WATER:	Reclaimed water shall be provided by Seminole County.
STORMWATER:	Stormwater drainage and stormwater shall be according to Seminole County's Land Development Regulations. Owner acknowledges that they have obtained permanent easement rights over the stormwater pond for the proper maintenance of their stormwater system.
FIRE PROTECTION:	Fire protection shall be provided by Seminole County. Fire flow will be a minimum of 1,000 gpm with 20 psi. Fire hydrants shall be located according to Seminole County regulations.

**10. PHASING:**

The residential multifamily development shall be constructed in one phase.

**11. STANDARD COMMITMENTS:**

- A. Unless specifically addressed otherwise herein, all development shall fully comply with all of the codes and ordinances; including impact fee ordinances, in effect in Seminole County at the time of permit issuance.
- B. The conditions upon this development approval and commitments made as to the development approval have been accepted by and agreed to by the Owner of the Property.
- C. The Developer's Agreement touches and concerns the aforescribed Property, and the conditions, commitments and provisions of the Developer's Agreement shall perpetually burden, run with and follow the said Property and be servitude upon and binding upon said Property unless released whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The Owner of said Property have expressly covenanted and agreed to this provision and all other terms and provisions of the Developer's Agreement.
- D. The terms and provisions of the Developer's Agreement are not severable, and in the event any portion of this Developer's Agreement shall be found to be invalid or illegal, then the entire Developer's Agreement shall be null and void.

This Developer's Commitment Agreement is intended to summarize material provisions of the Final Master Plan of the Property approved concurrently herewith by the Board of County Commissioners of Seminole County. In the event of an inconsistency between this Developer's Commitment Agreement and the Final Master Plan, the terms and conditions of the Developer's Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of the Developer's Commitment Agreement and Development Order Number 07-10000003, the Developer's Commitment Agreement shall control.

**DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.**

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

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

By: \_\_\_\_\_  
**Bob Dallari, Chairman**



**OWNER'S CONSENT AND COVENANT**

**COMES NOW**, the owner, J. Steven Schrimsher, NW 46, Ltd, 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

\_\_\_\_\_  
J. Steven Schrimsher  
Registered Agent

\_\_\_\_\_  
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 J. Steven Schrimsher, NW 46, Ltd 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 \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public, in and for the County and State  
Aforementioned

My Commission Expires:

## OWNER'S CONSENT AND COVENANT

**COMES NOW**, the owner, Jerome L. Youderian, JLY Group Ltd, 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**

Jerome L. Youderian  
Registered Agent

Witness

[illegible]

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jerome L. Youderian, JLY Group Ltd 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 \_\_\_\_\_, 2009.

Notary Public, in and for the County and State  
Aforementioned

My Commission Expires:

## OWNER'S CONSENT AND COVENANT

**COMES NOW**, the owner, Jerome L. Youderian, 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**

Jerome L. Youderian

Witness

[illegible]

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jerome L. Youderian, 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 \_\_\_\_\_, 2009.

Notary Public, in and for the County and State  
Aforementioned

My Commission Expires:

## OWNER'S CONSENT AND COVENANT

**COMES NOW**, the owner, Lona S. Youderian, 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

---

Lona S. Youderian

**Witness**

[illegible]

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Lona S. Youderian, 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 \_\_\_\_\_, 2009.

Notary Public, in and for the County and State  
Aforementioned

My Commission Expires:

**EXHIBIT "A"****LEGAL DESCRIPTION**

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

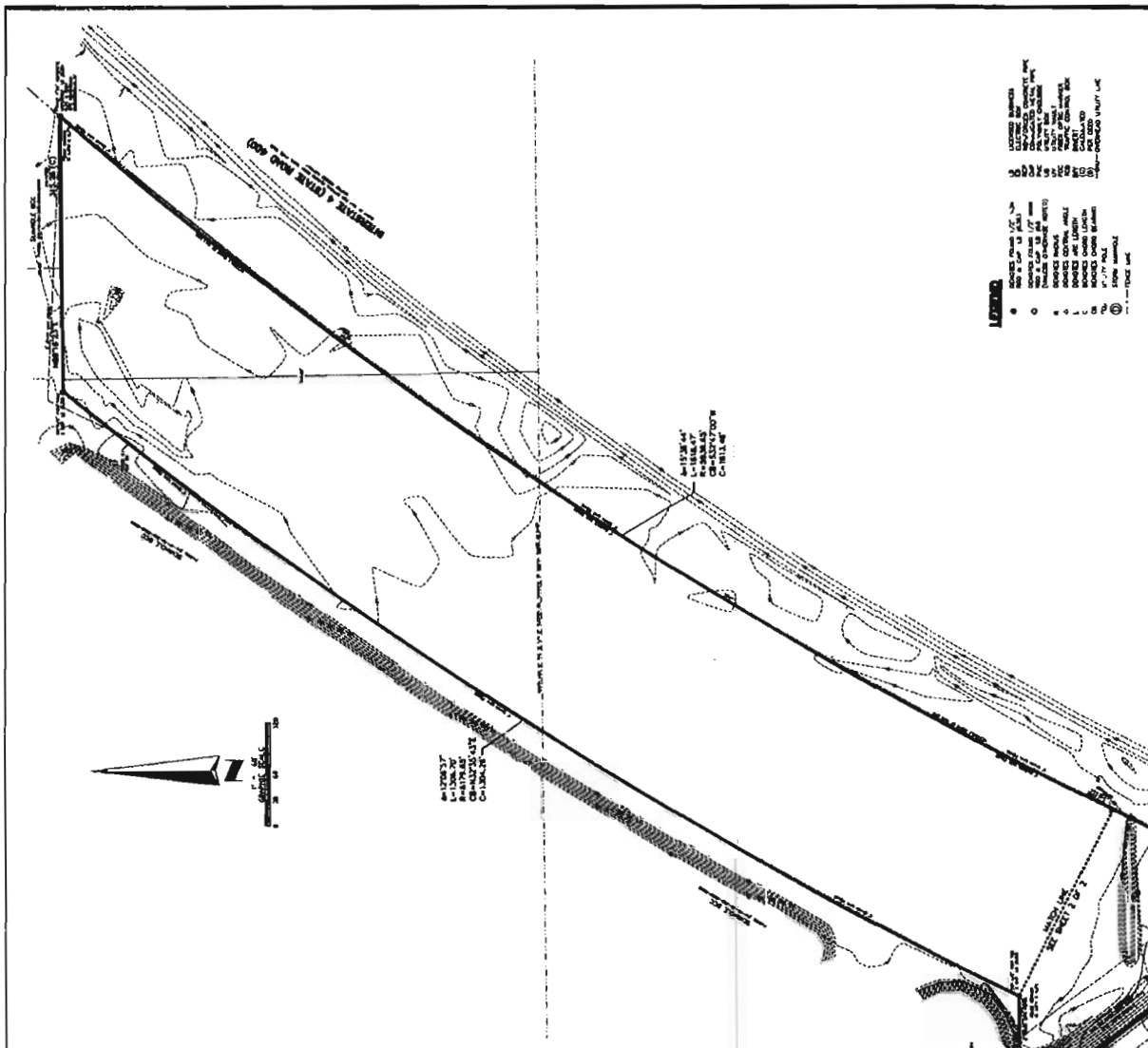
COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID SECTION 20; THENCE RUN N89°38'35"E ALONG THE SOUTH LINE OF SAID EAST 1/2 FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF OREGON STREET; THENCE RUN N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 1764.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 235.41 FEET TO THE SOUTH LINE OF A FLORIDA DEPARTMENT OF TRANSPORTATION POND, AS RECORDED IN OFFICIAL RECORDS BOOK 3520, PAGE 535, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN N89°20'41"E ALONG SAID SOUTH LINE FOR A DISTANCE OF 259.29 FEET TO THE EASTERLY LINE OF SAID POND; THENCE RUN N00°39'19"W ALONG SAID EASTERLY LINE FOR A DISTANCE OF 100.00 FEET TO THE WESTERLY PROLONGATION OF THE SOUTH LINE OF BORROW PIT NO. 2 (RETENTION POND); THENCE RUN N89°20'41"E ALONG SAID SOUTH LINE FOR A DISTANCE OF 1278.52 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND THE EASTERLY LINE OF SAID BORROW PIT NO. 2 HAVING A RADIUS OF 6179.65 FEET AND A CHORD BEARING OF N32°35'43"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°06'57" FOR A DISTANCE OF 1306.77 FEET TO A POINT ON A LINE LYING 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 5/8 OF THE WEST 1/2 OF SAID SECTION 20; THENCE RUN N89°16'23" ALONG SAID PARALLEL LINE FOR A DISTANCE OF 315.14 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 4 (STATE ROAD 400), AS RECORDED IN OFFICIAL RECORDS BOOK 3520, PAGE 535, OF SAID PUBLIC RECORDS, BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5939.65 FEET AND A CHORD BEARING OF S32°47'00"W; THENCE RUN SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°36'44" FOR A DISTANCE OF 1618.47 FEET TO THE NORTHEASTERLY LINE OF THE 90' ID COUNTY, M. SMITH CANAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3513, PAGE 1546, OF SAID PUBLIC RECORDS; THENCE RUN N37°21'01"W ALONG SAID NORTHEASTERLY LINE AND SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 22.57 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5959.65 FEET AND A CHORD BEARING OF S24°30'21"W; THENCE RUN SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°08'41" FOR A DISTANCE OF 119.07 FEET TO THE POINT OF TANGENCY; THENCE RUN S24°00'12"W ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 830.32 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5087, PAGE 553, OF SAID PUBLIC RECORDS; THENCE RUN WESTERLY ALONG SAID NORTH LINE THE FOLLOWING SIX (6) COURSES: N65°59'48"W, 52.16 FEET; THENCE N22°33'35"W, 40.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING OF S86°18'13"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°43'35" FOR A DISTANCE OF 49.38 FEET TO THE POINT OF TANGENCY; THENCE N74°50'00"W, 18.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 525.00 FEET AND A CHORD BEARING OF N82°05'46"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°31'32" FOR A DISTANCE OF 133.10 FEET TO A POINT ON A NON-TANGENT LINE AND TO THE EAST LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6087, PAGE 561, OF SAID PUBLIC RECORDS; THENCE RUN NORTHERLY AND WESTERLY ALONG THE EAST AND NORTH LINES OF SAID LANDS THE FOLLOWING NINE (9) COURSES: N24°00'09"E, 203.97 FEET; THENCE N24°28'59"E, 20.06 FEET; THENCE N23°57'19"E, 199.83 FEET; THENCE N27°29'16"E, 31.73 FEET; THENCE N32°53'50"E, 199.8 FEET; THENCE N67°55'48"W, 40.26 FEET; THENCE S89°50'35"W, 1090.62 FEET; THENCE N00°00'00"E, 76.10 FEET; THENCE N90°00'00"W, 185.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.803 ACRES MORE OR LESS.

TOGETHER WITH EASEMENT RIGHTS GRANTED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED OCTOBER 22, 1998 IN BOOK 3520, PAGE 588; FIRST AMENDMENT RECORDED JANUARY 7, 2003 IN BOOK 4656, PAGE 502; AND SECOND AMENDMENT RECORDED AUGUST 31, 2006 IN BOOK 6390, PAGE 1698, AND THAT CERTAIN DECLARATION OF EASEMENTS RECORDED JANUARY 19, 2006 IN OFFICIAL RECORDS BOOK 6087, PAGE 572, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

**Exhibit B**  
**Final Master Plan**  
**(See Attached Pages)**

DOUGLAS GRAND AT LAKE MARY 08038



**NOT RECORDED** (As Amended)

THAT PART OF SECTION 20 HEREIN IS NOT IN FULLY COMPLYING WITH

that 80% of the crop is destined for export to the U.S. and other foreign countries.

FILED. RECORDED AT PHOENIX.

## NOTES

[illegible]

## Summary

[illegible]



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 FIELD DATE: 09/17/04  
 DRAWN BY: JCB  
 CHECKED BY: JCB  
 DATE: 09/17/04  
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 PROJECT: 9081802

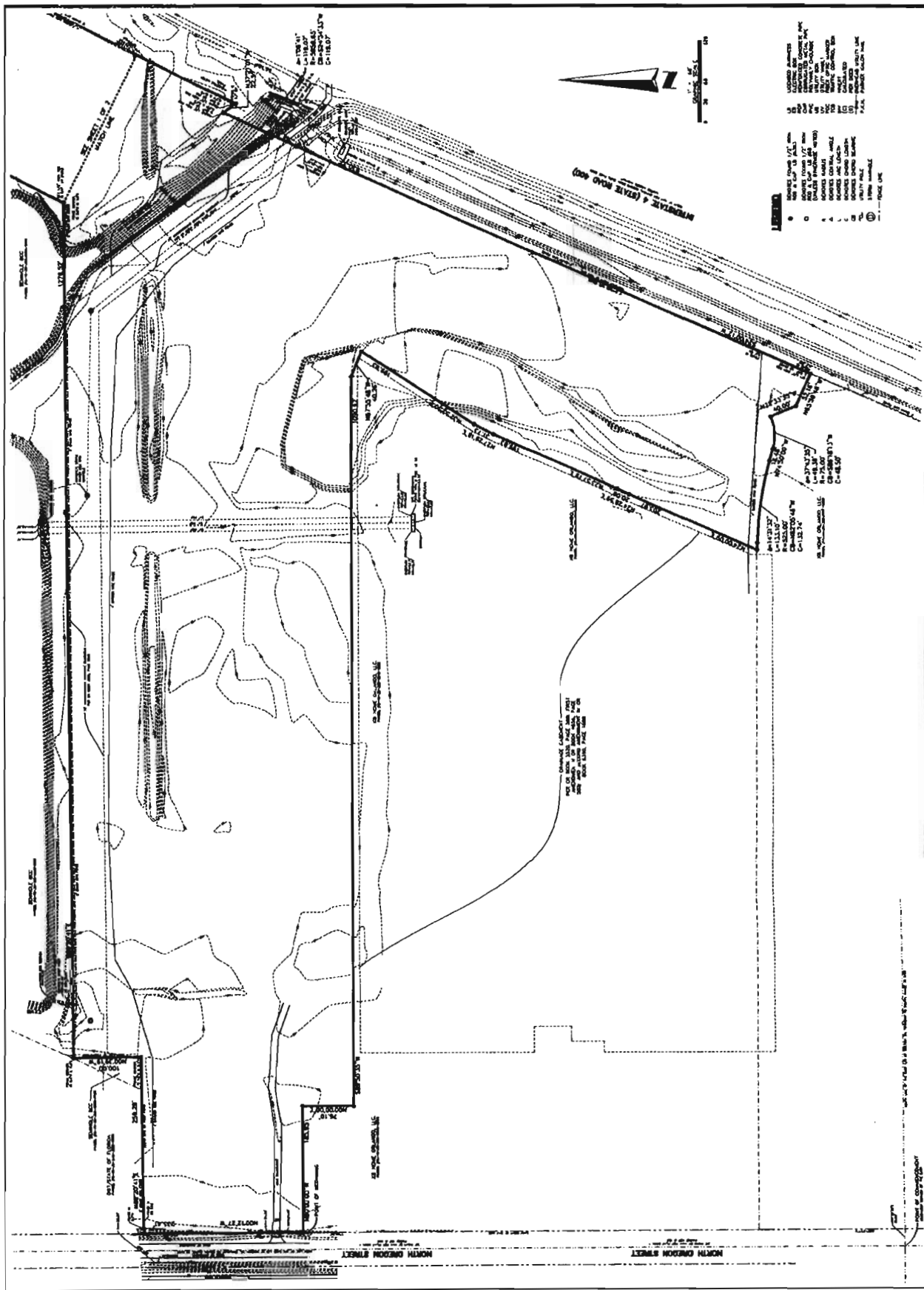
**NSM**  
 SURVEYING  
 CONSULTING  
 INC.

BOUNDARY & TOPOGRAPHIC SURVEY  
 OF  
 DOUGLAS GRANDE  
 SECTION 20-19-30  
 SEMINOLE COUNTY, FLORIDA

NO.	DATE	REVISIONS


BETT A. WOODRUFF, PLS. 9081802  
 9081802

SHEET 2 OF 2



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 <b>MADDEN</b> <b>CIVIL ENGINEERS</b> 4331 E. 1st Avenue Suite 200 Denver, CO 80202 (303) 733-1335 (303) 733-1336	SYMBOLS AND ABBREVIATIONS FOR <b>DOUGLAS GRAND AT LAKE MARY</b> TOWN OF LAKE MARY, COLORADO		DOUGLAS PARTNERS, LLC 101 S. NEW YORK AVENUE, SUITE 210 WILSON PARK, TX 76798 (817) 371-2880	ENGINEER IN CHARGE CLINT	DOUGLAS H. WOODWARD, P.E. (1518) ENGINEER AT WASHINGTON, D.C. 20540-1015	DATE: 08/03/08 DRAWN BY: JLS CHECKED BY: JLS DESIGNED BY: JLS APPROVED BY: CLM	SY-1
	DATE: 08/03/08 DRAWN BY: JLS CHECKED BY: JLS DESIGNED BY: JLS APPROVED BY: CLM						



GENERAL NOTES AND DETAILS  
FOR  
DOUGLAS GRAND AT LAKE MARY  
STANFORD COUNTY  
MD

DOUGLAS PARTNERS, LLC  
101 S NEW YORK AVENUE, SUITE 210  
BETHESDA, MD 20814  
(410) 271-1800

ENGINEER: P. CHANDR  
CHECKED BY: H. MOOREHEAD, P.E.  
DATE: 10/11/2008

DATE	REVISIONS
10/11/2008	1. INITIAL DESIGN
10/11/2008	2. REVISED DESIGN
10/11/2008	3. REVISED DESIGN
10/11/2008	4. REVISED DESIGN
10/11/2008	5. REVISED DESIGN
10/11/2008	6. REVISED DESIGN
10/11/2008	7. REVISED DESIGN
10/11/2008	8. REVISED DESIGN
10/11/2008	9. REVISED DESIGN
10/11/2008	10. REVISED DESIGN

UTILITY PROVIDERS:

**CABLE**  
Cablevision  
101 S. W. 10th Avenue, Suite 210  
Bethesda, MD 20814  
(410) 271-1800

**GAS**  
BGE  
101 S. W. 10th Avenue, Suite 210  
Bethesda, MD 20814  
(410) 271-1800

**SEWER/WATER/RELIANT**  
BGE  
101 S. W. 10th Avenue, Suite 210  
Bethesda, MD 20814  
(410) 271-1800

**ELECTRIC**  
BGE  
101 S. W. 10th Avenue, Suite 210  
Bethesda, MD 20814  
(410) 271-1800

**TELEPHONE**  
Verizon  
101 S. W. 10th Avenue, Suite 210  
Bethesda, MD 20814  
(410) 271-1800

PROJECT TEAM MEMBERS:

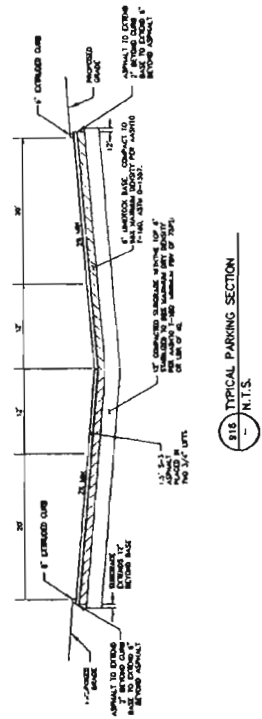
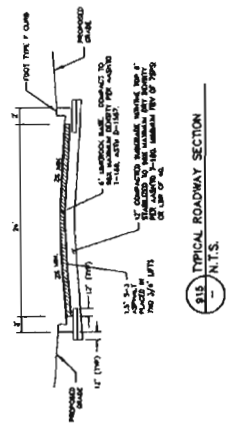
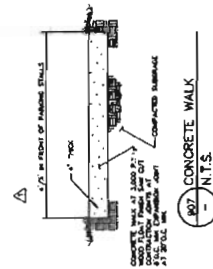
**OWNER / DEVELOPER:**  
Douglas Partners, LLC  
101 S. W. 10th Avenue, Suite 210  
Bethesda, MD 20814  
(410) 271-1800

**ENGINEER:**  
P. Chandr  
101 S. W. 10th Avenue, Suite 210  
Bethesda, MD 20814  
(410) 271-1800

**SURVEYOR:**  
BGE  
101 S. W. 10th Avenue, Suite 210  
Bethesda, MD 20814  
(410) 271-1800

**GEOTECHNICAL ENGINEER:**  
BGE  
101 S. W. 10th Avenue, Suite 210  
Bethesda, MD 20814  
(410) 271-1800

**LANDSCAPE ARCHITECT:**  
BGE  
101 S. W. 10th Avenue, Suite 210  
Bethesda, MD 20814  
(410) 271-1800





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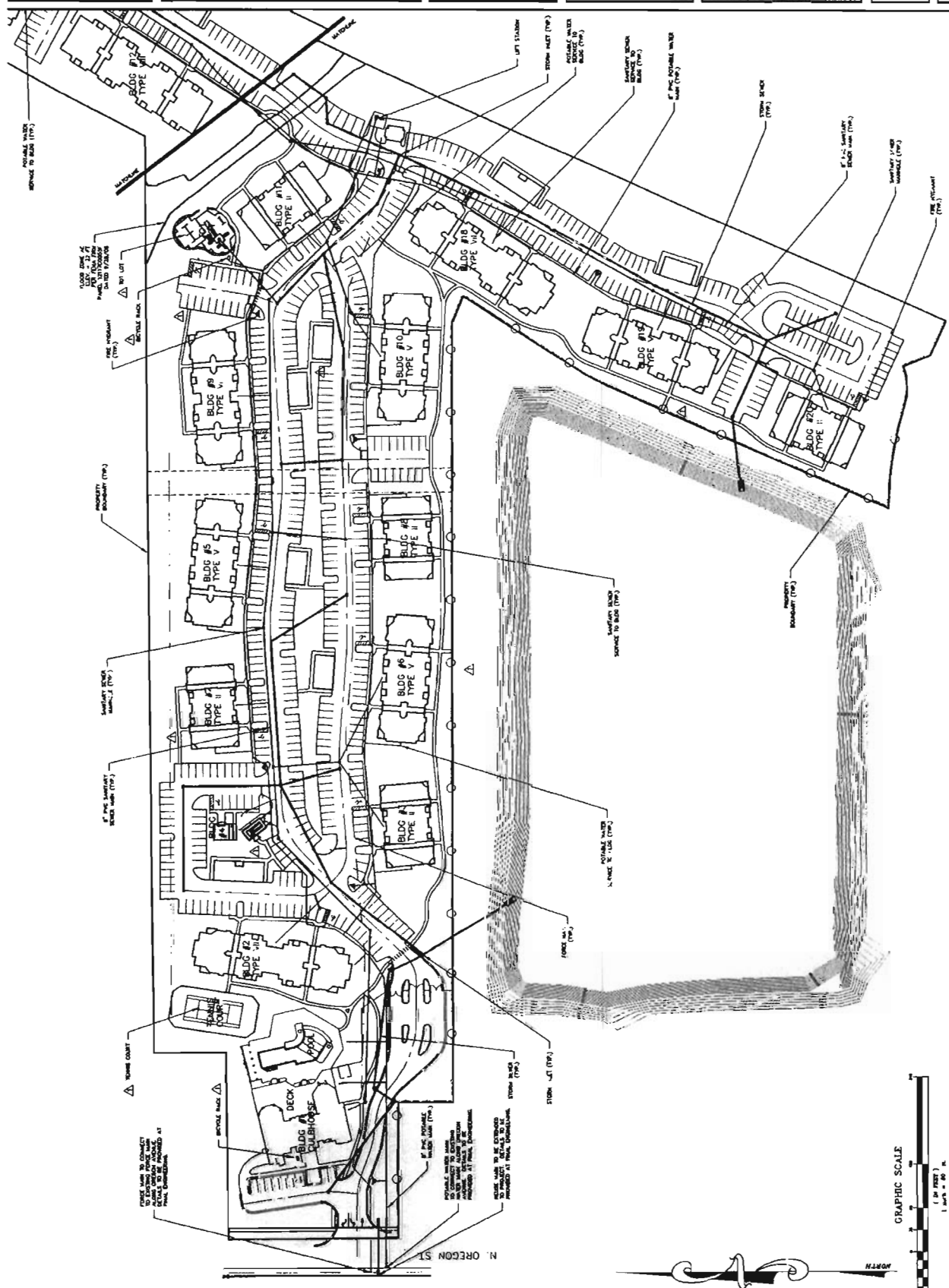
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**PRELIMINARY UTILITY PLAN**  
FOR  
**DOUGLAS GRAND AT LAKE MARY**  
FLORIDA

**DOUGLAS PARTNERS, LLC**  
101 E. BAYVIEW AVE., SUITE 200  
LAKE MARY, FL 32746  
(407) 226-1171

**ENGINEER BY CHARGE**  
CHANDLER H. HOBBS, P.E. (0113)

**REVISIONS**  
DATE: 08/13/10  
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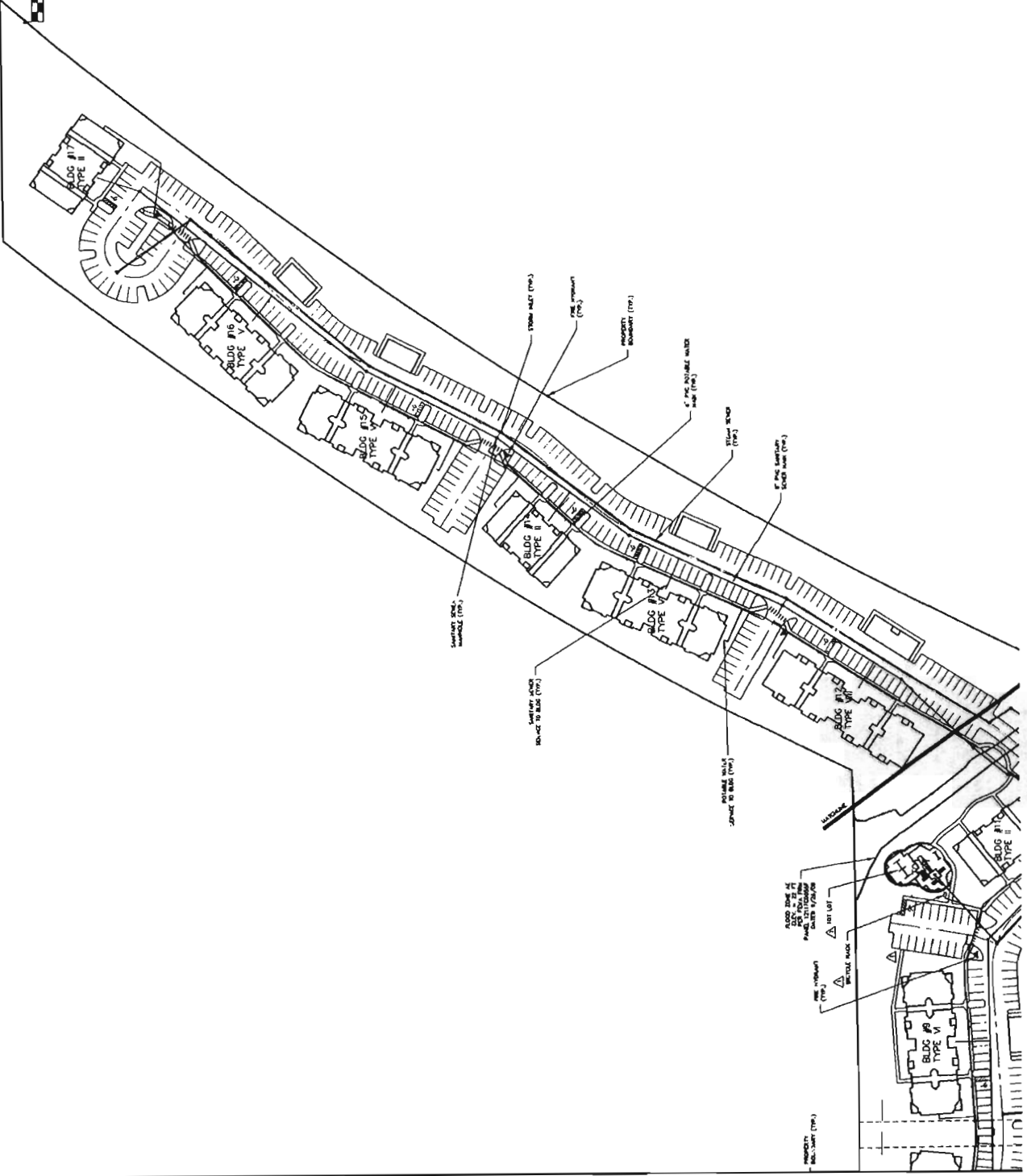
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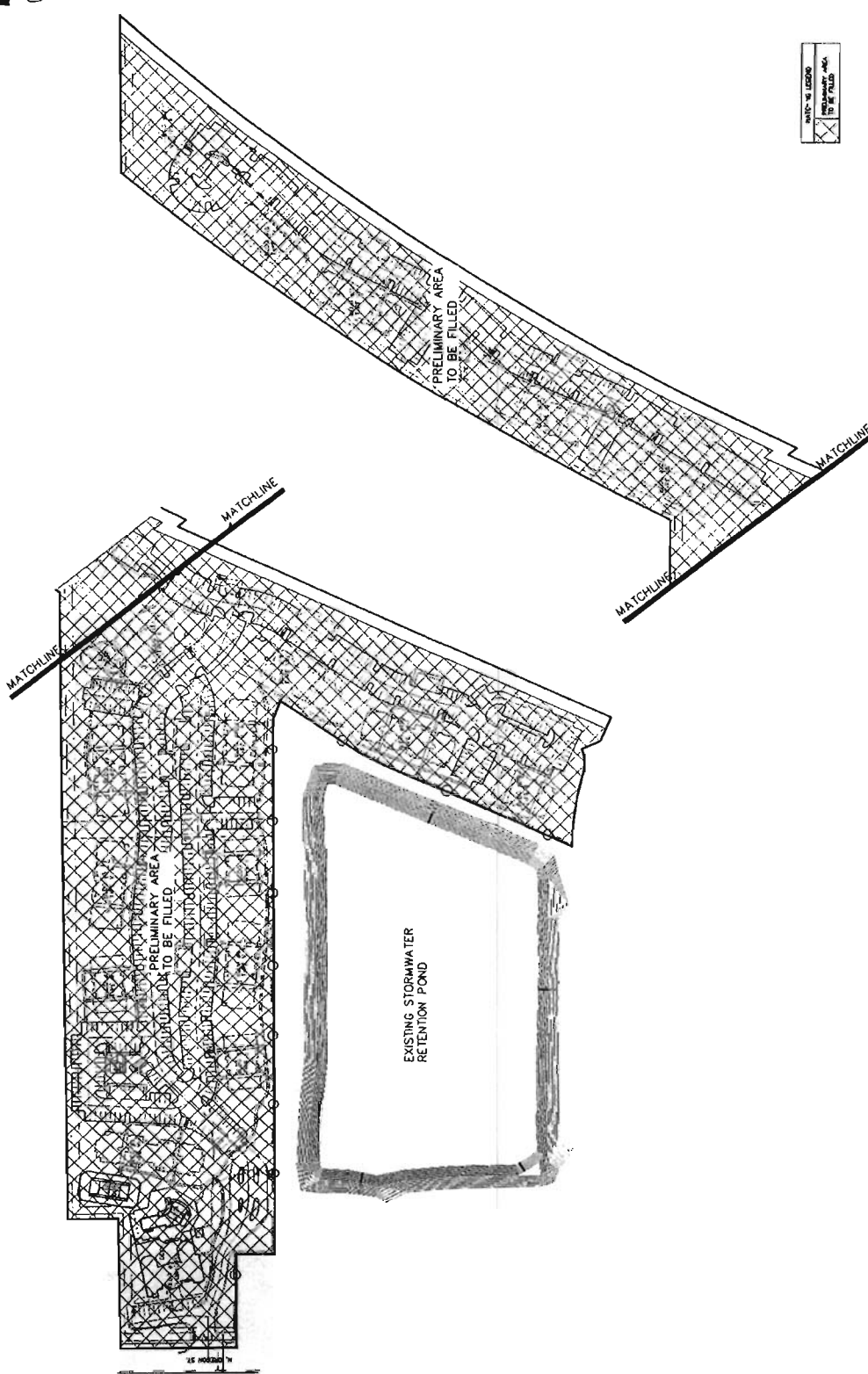


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ENGINEER IN CHARGE

DOUGLAS PARTNERS  
101 S. NEW YORK AVENUE, SUITE 210  
NEW YORK, N.Y. 10036  
(212) 311-5800

PRELIMINARY EARTHWORK PLAN  
FOR  
DOUGLAS GRAND AT LAKE MARY  
STANFORD COUNTY  
11/05/04

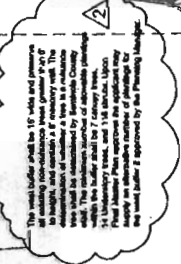


GRAPHIC SCALE  
( IN FEET )  
1 inch = 100 ft.









## DESCRIPTION

ROADWAY/ADJACENT	9.41 AC.
BUILDING FOOTPRINT	5.4 AC.
OPEN SPACE	9.91 AC.
REQUIRED 15' ROW DEDICATION	0.12 AC.
LIFT STATION	0.01 AC.
LANDSCAPE BUFFER	1.96 AC.
TOTAL	26.8 AC.

## NET BUILDABLE AREA CALCULATION

GROUND SITE AREA	28.6 AC
EXTERNAL R/W DEDICATIONS	0.00 AC
NONRESIDENTIAL OUTPARCELS	0.00 AC
FLOOD PRONE AREAS	1.40 AC
PUBLIC ROAD R/W	0.00 AC
PRIVATE ROAD R/W	0.00 AC
DRIVE ISLES (EXCL. ALLEYS)	0.00 AC
LAKEES	0.00 AC
TRANSMISSION LINE EASEMENTS	0.00 AC
NET BUILDABLE AREA	25.26 AC

## PROJECT DENSITY

GROSS SITE AREA	26.80 AC
NET BUILDABLE AREA	23.28 AC
PROPOSED UNITS	417
NET DENSITY = 417 UNITS/23.28 AC. =	16.5 UNITS/AC
GROSS DENSITY = 417 UNITS/26.8 AC. =	15.56 UNITS/A

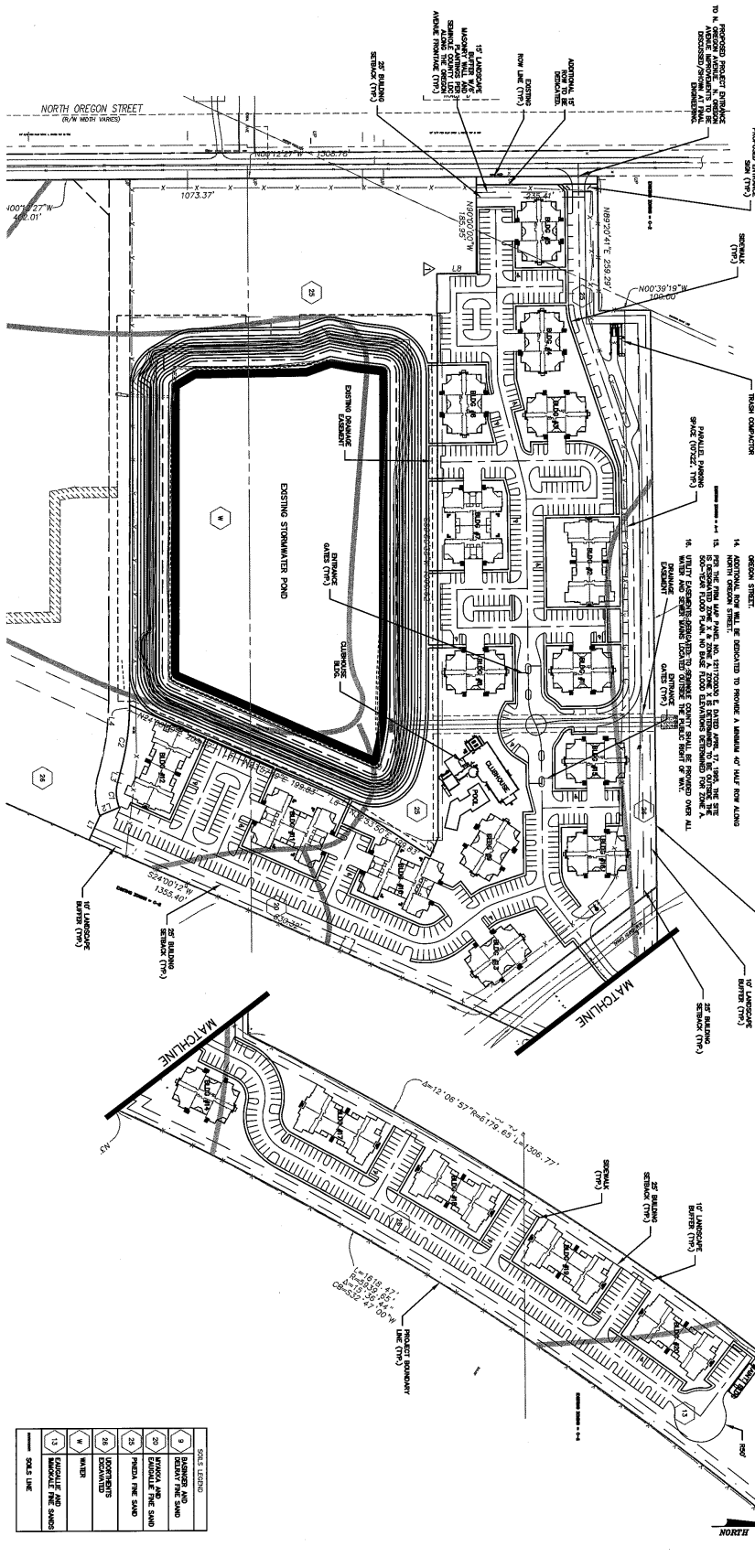
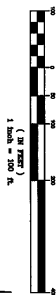
1. PARCEL ID #: 20-19-30-300-0040-0000

- [illegible]

1. POTABLE WATER - 417 UNITS X 350 GPD/UNIT = 145,950 GPD

2. SALVARY SENIOR -  $417 \text{ UNITS} \times 350 \text{ GPO/UNIT} = 123,100 \text{ GPO}$
3. SCHOOL AGE CHILDREN:  
ELEMENTARY:  $(417 \text{ DU} \times 0.115 \text{ CHLD/DU}) = 48 \text{ CHILDREN}$   
MIDDLE:  $(417 \text{ DU} \times 0.053 \text{ CHLD/DU}) = 22 \text{ CHILDREN}$   
HIGH SCHOOL:  $(417 \text{ DU} \times 0.057 \text{ CHLD/DU}) = 24 \text{ CHILDREN}$   
TOTAL SCHOOL AGE CHILDREN = 94
4. TRAFFIC - SEE TRAFFIC STUDY PROVIDED SEPARATELY

### GRAPHIC SCALE



SOILS LEGEND	
9	BASSNET AND DEBRAY FINE SAND
20	WYCKA AND EADSOLE FINE SAND
25	PHEIDA FINE SAND
26	LOCATIONS DISADVANT
W	WATER
13	SHAGALLE AND MOROCK FINE SAND
SOILS LINE	

**SEMINOLE COUNTY APPROVAL DEVELOPMENT  
ORDER**

On June 10, 2008, 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:** NW 46 LTD  
600 E. Colonial Dr.  
Orlando, FL 32803

**Project Name:** Lake Forrest Large Scale Land Use Amendment and Rezone

**Requested Development Approval:**

Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) 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:

Ian Sikonia, Senior Planner  
1101 East First Street  
Sanford, Florida 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
CLERK OF SEMINOLE COUNTY  
BK 07021 Pgs 0500 - 507; (0pgs)  
FILE NUM 200807549.1  
RECORDED 06/30/2008 02:17:36 PM  
RECORDING FEES 69.50  
RECORDED BY G Harford

CERTIFIED COPY  
MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA  
BY Carolyn Cohn  
DEPUTY CLERK

**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".
- b. The maximum allowable density shall not exceed 16.5 dwelling units per net buildable acre, up to a maximum of 417 dwelling units
- c. Maximum allowable building height shall be 50 feet or 3 stories. All buildings abutting Oregon Street will either have no third floor balconies on the west, or if they do, they will have a Bermuda type shutter, such that the occupants will not be able to see west into the Lake Forest development from a unit balcony.
- d. The setbacks for the main structures shall be as follows:

Development Perimeter:

North	25'
West	25'
East	25'
South	0'

Building Separation: 20'

- e. The permitted uses shall be apartments, townhomes, condominiums, home occupations, and home offices.
- f. There shall be one access point located on Oregon Street as shown on Exhibit "B".
- g. Parking shall be pursuant to the Land Development Code requirement of two spaces per unit.
- h. A 5' sidewalk will be provided along the property frontage on Oregon Street.
- i. Sidewalks shall be provided adjacent to all units, visitor parking, and linking to future public sidewalks along Oregon Street.
- j. All landscape buffers and common areas shall be maintained by a homeowners association.
- k. The west buffer shall be 15' wide and preserve all existing non-nuisance trees greater than 6' in height, and contain a 6' masonry wall. The

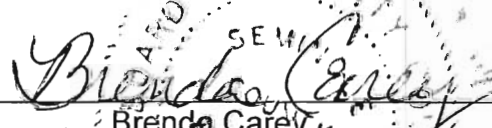
determination of whether a tree is a nuisance tree shall be determined by Seminole County staff. The minimum number of allowable plantings within the buffer shall be 7 canopy trees, 14 Understory trees, and 116 shrubs. Upon Final Master Plan approval the applicant may supply an alternative number of plantings for the west buffer if approved by the Planning Manager.


- I. There shall be a 25' undisturbed landscape buffer along the east property line and a 10' wide landscape buffer along the north property line, which buffers shall contain the required number of plantings according to the Land Development Code.
- m. A minimum of 25% useable open space shall be provided for the entire PUD. This may be accomplished by amenitizing the existing retention pond. There is an existing reciprocal use easement between the subject property and the adjacent property to the south owned by KB Homes.
- n. Interconnectivity with the property to south shall be allowable if agreed to by the south property owner.
- o. Outdoor lighting generated by the project shall measure 0' candles at the West Oregon Street right-of-way line, with exceptions for entrance and or street lighting required by the Seminole County Land Development Code.

(4) This Development Order touches and concerns the aforescribed property and the 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:   
Brenda Carey  
Chairman, Board of County Commissioners

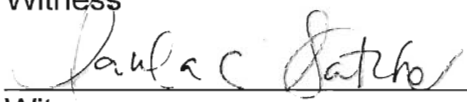


**OWNER'S CONSENT AND COVENANT**

**COMES NOW**, the owner, NW 46 LTD, J. Steven Schrimsher, 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

  
 \_\_\_\_\_  
 J. Steven Schrimsher, President

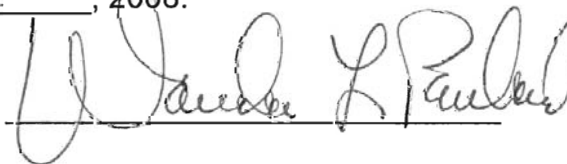
  
 \_\_\_\_\_  
 Witness

STATE OF FLORIDA     )

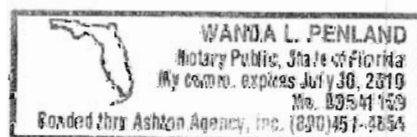
                    ORANGE  
 COUNTY OF ~~SEMINOLE~~ )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. Steven Schrimsher 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 18<sup>th</sup> day of June, 2008.



Notary Public, in and for the County and State  
 Aforementioned  
 My Commission Expires:



**OWNER'S CONSENT AND COVENANT**

**COMES NOW**, the owner, Jerome Youderian, 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

Paula Tate  
Witness

Jerome Youderian  
Jerome Youderian

Paula Jean Wagner  
Witness

STATE OF FLORIDA     )  
                            ORANGE  
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 Jerome Youderian 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 15<sup>th</sup> day of June, 2008.

Wanda L. Penland

Notary Public, in and for the County and State  
Aforementioned  
My Commission Expires:

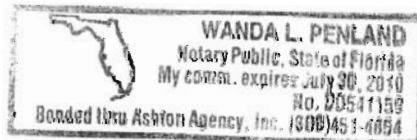




EXHIBIT "A"LAKE FOREST  
TRACT A

## DESCRIPTION:

That part of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of the East 1/2 of said Section 20; thence run N89°38'35"E along the South line of said East 1/2 for a distance of 25.00 feet to the East right-of-way line of Oregon Street; thence run N00°12'27"W along said East Right-of-way line for a distance of 1764.00 feet to the POINT OF BEGINNING; thence continue N00°12'27"W along said East right-of-way line for a distance of 235.41 feet to the South line of a Florida Department of Transportation Pond, as recorded in Official Records Book 3520, Page 535, of the Public Records of Seminole County, Florida; thence run N89°20'41"E along said South line for a distance of 259.29 feet to the Easterly line of said Pond; thence run N00°39'19"W along said Easterly line for a distance of 100.00 feet to the Westerly prolongation of the South line of Borrow Pit No. 2 (retention pond); thence run N89°20'41"E along said South line for a distance of 1278.52 feet to a point on a non-tangent curve concave Southeasterly and the Easterly line of said Borrow Pit No. 2 having a radius of 6179.65 feet and a chord bearing of N32°35'43"E; thence run Northeasterly along the arc of said curve through a central angle of 12°06'57" for a distance of 1306.77 feet to a point on a line lying 50.00 feet South of and parallel with the North line of the South 5/8 of the East 1/2 of said Section 20; thence run N89°16'23"E along said Parallel line for a distance of 315.14 feet to a point on the Westerly Right-of-way line of Interstate 4 (State Road 400), as recorded in Official Records Book 3520, Page 535, of said Public Records, being a point on a non-tangent curve concave Southeasterly having a radius of 5939.65 feet and a chord bearing of S32°47'00"W; thence run Southwesterly along said Westerly right-of-way line and the arc of said curve through a central angle of 15°36'44" for a distance of 1618.47 feet to the Northeasterly line of the 90' wide County M. M. Smith Canal Easement as recorded in Official Records Book 3513, Page 1546, of said Public Records; thence run N37°21'01"W along said Northeasterly line and said Westerly right-of-way line for a distance of 22.57 feet to a point on a non-tangent curve concave Southeasterly having a radius of 5959.65 feet and a chord bearing of S24°30'21"W; thence run Southwesterly along said Westerly right-of-way line and along the arc of said curve through a central angle of 01°08'41" for a distance of 119.07 feet to the point of tangency; thence run S24°00'12"W along said Westerly right-of-way line for a distance of 830.32 feet to the North line of lands described in Official Records Book 6087, Page 553, of said Public Records; thence run Westerly along said North line the following six (6) courses: N65°59'48"W, 52.16 feet; thence N22°33'35"W, 40.00 feet to a point on a non-tangent curve concave Northerly having a radius of 75.00 feet and a chord bearing of S86°18'13"W; thence Westerly along the arc of said curve through a central angle of 37°43'35" for a distance of 49.38 feet to the point of tangency; thence N74°50'00"W, 18.48 feet to the point of curvature of a curve concave Southerly having a radius of 525.00 feet and a chord bearing of N82°05'46"W; thence Westerly along the arc of said curve through a central angle of 14°31'32" for a distance of 133.10 feet to a point on a non-tangent line and to the East line of lands described in Official Records Book 6087, Page 561, of said Public Records; thence run Northerly and Westerly along the East and North lines of said lands the following nine (9) courses: N24°00'09"E, 203.97 feet; thence N24°28'59"E, 20.06 feet; thence N23°57'19"E, 199.83 feet; thence N27°29'16"E, 31.73 feet; thence N32°53'50"E, 199.83 feet; thence N67°55'48"W, 40.26 feet; thence S89°50'35"W, 1090.62 feet; thence N00°00'00"E, 76.10 feet; thence N90°00'00"W, 185.95 feet to the POINT OF BEGINNING.

Containing 26.803 acres more or less and being subject to any rights-of-way restrictions and easements of record.

EXHIBIT "B"

Preliminary Master Plan  
(See Attached)



**PRELIMINARY MASTER PLAN**  
**FOR**  
**LAKE FOREST**  
MINNEAPOLIS COUNTY  
FLORIDA

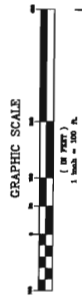
250 PARK AVENUE SOUTH  
WINTER PARK, FL 32789  
407-847-3280

ENGINEER IN CHARGE.

[illegible]

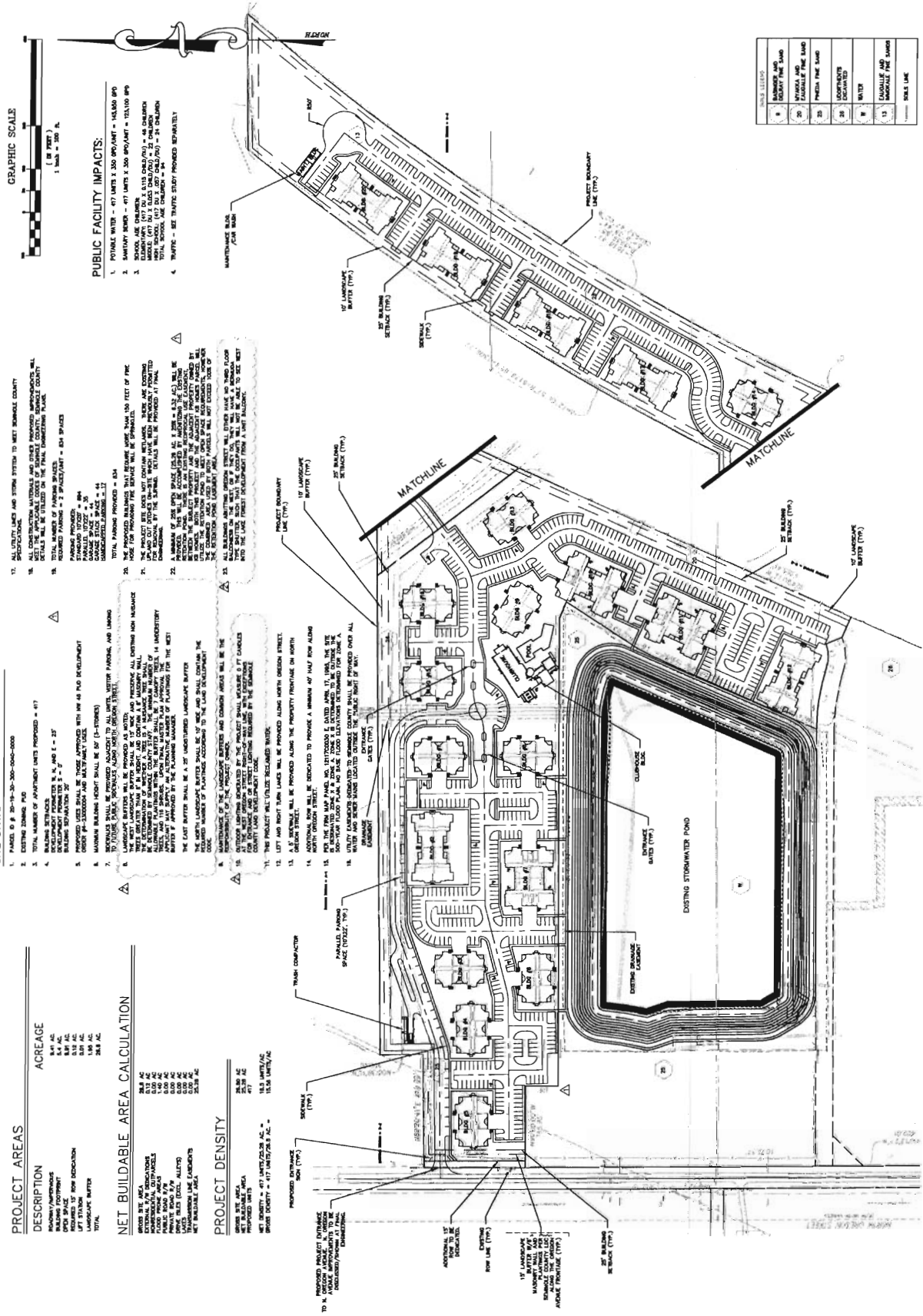
JOB # 27110  
DATE 7/23/07  
SCALE 1"=100'  
DESIGNED BY: DAS  
DRAWN BY: DAS  
APPROVED BY: CHM

**PMP-1**



**PUBLIC FACILITY IMPACTS:**

- |    |   |
|----|---|
| 1. | POTABLE WATER - 417 UNITS X 350 GPD/UNIT = 145,950 GPD  |
| 2. | SANITARY SEWER - 417 UNITS X 350 GPD/UNIT = 121,100 GPD |
| 3. | SCHOOL AGE CHILDREN                                     |
|    | ELEMENTARY: (417 DU X 0.113 CHILD/DU) = 48 CHILDREN     |
|    | MIDDLE: (417 DU X 0.033 CHILD/DU) = 22 CHILDREN         |
|    | HIGH SCHOOL: (417 DU X 0.07 CHILD/DU) = 24 CHILDREN     |
|    | TOTAL SCHOOL AGE CHILDREN = 94                          |
|    | TRAILS - SEE TRAILS STUDY REPORT SEPARATELY             |



SOILS LISTING	
8	BARNDORF AND DELRAY FINE SAND
20	WYCKDALE AND FAIRDALE FINE SAND
25	PHETIA FINE SAND
26	LODGEPOINTE DEGRADED
31	WATER
13	FAIRDALE AND BARNDORF FINE SANDS

PROJECT AREAS	ACREAGE
DESIGNATION	
INDUSTRY/RESOURCES	8.4 AC.
BALLOON FOOTPRINT	8.89 AC.
OPEN SPACE	51.8 AC.
REQUIRES 15' ROW DIRECTION	1.00 AC.
REQUIRES 15' ROW TRANSVERSE	1.00 AC.
LANDSCAPE BUFFER	28.3 AC.
TOTAL	

### NET BUILDABLE AREA CALCULATION

SPRINKLER 3/4" AREA	25.83 AC
EXTERNAL 3/4" DEDICATIONS	0.13 AC
INTERNAL 3/4" DEDICATIONS	0.00 AC
WALL-CELLS	0.00 AC
FLOODED PHONE AREA	0.00 AC
PRIVATE ROAD R/W	0.00 AC
PUBLIC ROAD R/W	0.00 AC
DRIVE RULES (EXCL. ALLEYS)	0.00 AC
LANES	0.00 AC
TRANSPARENCY LINE EASEMENTS	0.00 AC
NET BUILDABLE AREA	25.38 AC

## PROJECT DENSITY

<p>GROSS SITE AREA NET BUILDABLE AREA PROPOSED UNITS</p>	<p>24.90 AC 23.28 AC 417</p>
<p>NET DENSITY = 417 UNITS/24.90 AC = GROSS DENSITY = 417 UNITS/23.28 AC =</p>	<p>16.9 UNITS/AC 15.56 UNITS/AC</p>

**LARGE SCALE LAND USE AMENDMENT & REZONE  
TO PUD, JAMES G. WILLARD/SHUTTS & BOWEN**

Proof of publication, as shown on page \_\_\_\_\_, calling for a public hearing to consider a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and a rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for approximately 26.8 acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street, James G. Willard/Shutts & Bowen, received and filed.

Ian Sikonia, Planner, addressed the Board to present the request, advising the applicant is requesting the land use and zoning change in order to build multi-family residential development at a maximum density of 16.5 dwelling units per net buildable acre. He stated the property was previously known as the NW 46 PUD which consisted of a townhome and condominium project allowing a maximum of 400 units. The PUD allowed a maximum building height of two stories or 35 feet and forbade townhome or condominium units to be used as rentals. The proposed Lake Forrest PUD is creating a new PUD while maintaining some of the previous conditions of the NW 46 PUD. The new PUD is allowing for a maximum of 417 units and increasing the approved maximum building height of 35 feet or two stories to 50 feet or three stories. He further advised that the P&Z Commission voted to make no recommendation to the BCC. The BCC, on February 12, 2008, authorized the transmittal of the land use amendment to the DCA; and the DCA raised no objections to the proposed amendment. Staff, therefore, recommends approval. He added that the Board has been sent a corrected proposed development order (copy received & filed).

Upon inquiry by Commissioner Henley, Mr. Sikonia advised the subject property and the adjoining property (Item #51) are both amenitizing the retention pond and using it to meet part of their open space requirement. Whereupon, Commissioner Henley stated he cannot support that.

Attorney James Johnston, representing the applicant, addressed the Board to state they are in agreement with all the staff's comments and requirements and will answer any questions.

Charlie Madden, Engineer representing the applicant, addressed the Board to advise both properties have legal access to the retention and there will be zero "double dipping" when counting the required open space for both projects. He added that the pond consists of ten acres and almost meets the 25% open space requirement for both projects by itself.

Upon inquiry by Commissioner Henley, Mr. Madden advised they will put a trail and landscaping around the pond. He further advised that they will meet all code requirements and the final master plan will be brought back to the Board for approval.

Commissioner Henley stated it bothers him that they are allowing more and more density without providing for the quality of life.

District Commissioner Carey noted that there will be a pool and clubhouse among other things.

Upon inquiry by Commissioner Dallari, Director of Planning & Development, Dori DeBord, addressed the Board to advise the Code does allow for stormwater retention ponds to be used to meet the open space requirement.

No one else spoke in support or in opposition.

District Commissioner Carey recommended approval of the land use

amendment and the rezoning.

**Motion** by Commissioner McLean, seconded by Commissioner Van Der Weide to approve the Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential); adopt Ordinance #2008-27, as shown on page \_\_\_\_\_, granting rezoning from PUD (Planned Unit Development) to PUD (Planned Unit Development); and approve the Preliminary Master Plan and Development Order, as shown on page \_\_\_\_\_, as amended, for property consisting of approximately 26.8 acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street, as described in the proof of publication, James G. Willard/Shutts & Bowen, based on staff findings.

Under discussion, Commissioner Henley questioned who is responsible for maintaining the pond and the amenities.

Commissioner Dallari questioned why a copy of the private agreement between the two property owners for the pond is not in the agenda packet.

Ms. DeBord advised there is a notation on the plans with regard to the pond. She said the Board can choose to amend the D.O. and include the maintenance in same.

Upon inquiry by the Chairman, County Attorney, Robert McMillan, advised the following language can be added to the D.O.: "The retention pond and all amenities will be maintained by the homeowners association."

Chairman Carey commented that the Board will be seeing this again and the language is noted on the plan.

Districts 2, 3 and 5 voted AYE.

Commissioners Dallari and Henley voted NAY.

SEMINOLE COUNTY  
**APPLICATION & AFFIDAVIT**

**Ownership Disclosure Form**

Please provide the information as requested below in accordance with Ordinance No. 07- \_\_\_\_\_:

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name: <u>Jerome L. Youderian &amp;</u>	Name: <u>Lona S. Youderian</u>
Address: <u>600 E. Colonial Dr. #100</u>	Address: <u>5 SAME</u>
Phone #: <u>Orlando, FL 32803</u>	Phone #: <u>407-423-7600</u>
Name: _____	Name: _____
Address: _____	Address: _____
Phone #: _____	Phone #: _____

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: _____	Name of Corporation: _____
Officers: _____	Officers: _____
Address: _____	Address: _____
Directors: _____	Directors: _____
Address: _____	Address: _____
Shareholders: _____	Shareholders: _____
Address: _____	Address: _____

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust: _____	Beneficiaries: _____
Trustees: _____	Address: _____
Address: _____	_____

(Use additional sheets for more space.)

SEMINOLE COUNTY  
APPLICATION AND AFFIDAVIT

4. For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners.

Name of Partnership: NW 46, Ltd.

Principal: J. Steven Schrimsher

Address: 600 E. Colonial Dr., #100

Orlando, FL 32803

Name of Partnership: JLY Group Ltd.

Principal: Jerome L. Yonderian

Address: ← SAME

(Use additional sheets for more space.)

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

Contract Vendee:

Name: Douglas Partners

Address: 101 S. New York Ave., Ste 210

Winter Park, FL 32789

Contract Vendee:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(Use additional sheets for more space.)

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.
7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

10/29/08  
Date

[Signature]  
Owner, Agent, Applicant Signature

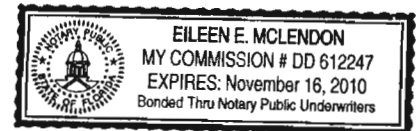
STATE OF FLORIDA

COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 29 day of October, 2008 by \_\_\_\_\_

Eileen E. McLendon  
Signature of Notary Public

EILEEN E. MCLENDON  
Print, Type or Stamp Name of Notary Public



Personally Known OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**For Use by Planning & Development Staff**

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

Application Number: \_\_\_\_\_





**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Presentation of Design Options Relating to Jetta Point Park

**DEPARTMENT:** Administrative Services

**DIVISION:** Administration - Administrative  
Services

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Frank Raymond

**EXT:** 5277

**MOTION/RECOMMENDATION:**

BCC direction relating to the final design of Jetta Point Park:

A) Affirmation that Base Plan (Plan A) is to be utilized to finalize the design documents.

B) Identification of alternates to be included in design document to be bid as additive alternates and;

C) Approval to increase agreement with PBS&J relating to design costs and scope associated with bid alternates as identified by the BCC.

District 2 Michael McLean

Frank Raymond

---

**BACKGROUND:**

The Board of County Commissioners approved a total project cost of \$10.288 million for the Jetta Point Park project, inclusive of all costs (not reflecting the FRDAP grant of \$335,611) for FY 08/09. During the January 13, 2009 briefing staff was directed to bring forward elements that would ensure this project to be a "destination facility" and of first class quality. Based on those directions, staff has brought back for the Board's consideration an upgraded base plan (plan A) with two menu listed sets of upgrades: plan A upgrades and plan B upgrades.

Staff is seeking direction as to whether plan A is acceptable as a base plan, and which, if any, of the facets listed in either upgrade schedule should be designed. Staff also requests approval to add the design costs and scope of any upgrades accepted to the PBS&J (design) agreement.

Back-up documents include: a detailed estimate of plan A (base plan) followed by plan A and then plan B upgrades estimated with their individual facets listed; a listing of plans A & B upgrade individual facets with accompanying design costs; an estimated cost breakdown of all pre-construction and design costs; and an estimate of the total projected project cost, inclusive of construction, based on the acceptance of plan A without any alternates from either the plan A or B list of upgrades.

The design firm, PBS&J, will present an overview of the project and possible upgrade alternates, and the Fiscal Services Director will present the most current projection of Tourist

Development Taxes.

**STAFF RECOMMENDATION:**

Provide direction as to whether the base plan (shown as plan A) should be used to finalize the design documents and which, if any, of the alternates should be designed additionally, to be bid as additive alternates.

**ATTACHMENTS:**

1. Jetta Upgrade Estimates
2. Preconstruction Cost
3. Project Cost
4. Jetta Estimate - Plan A, Plan A & B Upgrades

<b>Additionally Reviewed By:</b> No additional reviews
---

## Jetta Point Park (Plan A Upgrades)

<b><i>DESIGN COSTS for Upgrades</i></b>	<b>* Design</b>	<b>Construction, Contingency, Mobilization, Maint of Traffic</b>	<b>Total</b>	<b>Design %</b>
Dugouts w/Restrooms	5,262	87,701	92,963	6.0%
Bleachers	0	57,972	57,972	0.0%
Pavilion Upgrades	5,000	331,683	336,683	1.5%
Artificial Turf	43,499	2,122,493	2,165,992	2.0%
Shade Structures, Softball	0	67,298	67,298	0.0%
NCAA Level, Lighting	25,453	424,218	449,671	6.0%
Perimeter Fencing	7,065	117,747	124,812	6.0%
Softball Complex Entry Gate	2,819	46,989	49,808	6.0%
Mitigation	12,765	212,750	225,515	6.0%
		0		
Total Plan A Design Upgrades	101,863	3,468,851	3,570,714	

## Jetta Point Park (Plan B Upgrades)

<b><i>DESIGN COSTS for Upgrades</i></b>	<b>* Design</b>	<b>Construction, Contingency, Mobilization, Maint of Traffic</b>	<b>Total</b>	<b>Design %</b>
3 Story Concession Building/Restroom	39,334	655,568	694,902	6.0%
Dugouts w/Restrooms	17,587	293,122	310,709	6.0%
Bleachers w/Stadium Seating	63,541	1,059,024	1,122,565	6.0%
Pavilion Upgrades	5,000	331,683	336,683	1.5%
Artificial Turf	30,468	1,622,938	1,653,406	1.9%
Shade Structures, Softball	0		-28,842	
NCCA Level Lighting	11,537	192,280	203,817	6.0%
Perimeter Fencing	7,065	117,747	124,812	6.0%
Softball Complex Entry Gate	2,819	46,989	49,808	6.0%
Mitigation	12,765	212,750	225,515	6.0%
Total Plan B Design Upgrades	190,116	4,532,101	4,693,375	

**\* Design costs not to exceed the values listed**

**Design/Preconstruction Cost Analysis**  
**Jetta Point Park (Project #: 00234601)**

Item #	Expense Item	YTD Encumbrances / Expenditures (Actuals)	FY 2007/08 Expenditures (Actuals)	Forecasted Encumbrances / Expenditures (Estimates)	Total	Reason/Status
1	PBS&J: Architectural Design & Study (Original Work Order)	714,030	80,917	-	794,947	A&E services. PS-2084-07 w/o #1 executed on 12/11/2007.
*2	PBS&J: Architectural Design & Study (Amendment 1)	34,500	-	-	34,500	Amendment to PS-2084-07 w/o #1.
3	PBS&J: Planning Support	40,789	2,477	-	43,266	Planning support. PS-5120-02 w/o #41 executed 11/26/2002. Active work order.
4	Nodarse & Associates	10,454	-	-	10,454	Geotechnical survey and engineering testing for design phase.
5	PBS&J: Land Acquisition Services	521	4,158	-	4,679	Acquisition services for Clark property outparcel purchase.
*6	Southeastern Surveying	7,246	89,132	-	96,378	Legal, boundary/topo and tree survey, high water & normal elevation at wetlands.
*7	SIRWMD ERP	4,500	-	-	4,500	Application submitted as per direction on 01/30/2009 by PBS&J.
8	American Acquisition	314,640	-	-	314,640	2008 outparcel purchase (account line: 010584.560610 CP 00234601)
9	Decon Environmental	-	4,055	-	4,055	Asbestos removal from existing structures.
10	Mactec Engineering	-	5,214	-	5,214	Asbestos survey and monitoring.
11	Polh & Short	-	555	-	555	Legal services.
12	Florida Realty Analysts	-	3,150	-	3,150	Property acquisition services.
<b>Actual Subtotal:</b>		<b>\$ 1,126,680</b>	<b>\$ 189,658</b>	<b>\$ -</b>	<b>\$ 1,316,338</b>	
13	SIRWMD Consumptive Use	-	-	1,000	1,000	Dependent upon SIRWMD requirement for water usage for irrigation. Has not been determined yet.
14	PBSJ: Construction Administration	-	-	56,803	56,803	*Estimate based on 0.5% of the Existing 60% Design Plan A.
15	A/E for Park Entrance & Cross Access Easement	-	-	30,000	30,000	*Estimate of the Design Fees and Costs for the Cross Access Easement and the Joint Park Entrance.
16	Vistawilla Center/Jetta Park Entrance & Cross Access Easement	-	-	297,108	297,108	*Total Probable Construction Costs of the Cross Access Easement and Joint Park Entrance.
17	Southeastern Surveying	-	-	25,000	25,000	*Estimate. Easement vacating, Progress Energy easement, updated wetland survey & park access survey.
18	Nodarse & Associates	-	-	35,000	35,000	*Estimate of probable construction materials testing required for project completion.
19	FDEP Water	-	-	500	500	Permit for potable water.
20	FDEP Wastewater	-	-	250	250	Permit for sanitary sewer.
21	City of Winter Springs	-	-	3,500	3,500	Combined preliminary/final review. Up to two reviews per each.
22	City of Winter Springs: Aesthetic Review	-	-	600	600	
23	City of Winter Springs: Arbor Permit	-	-	11,000	11,000	*Estimate. Permit fee based on unit price per tree. Quoted by PBS&J.
24	City of Winter Springs: Concurrence Test	-	-	100	100	
25	City of Winter Springs: Vacating Easement	-	-	-	-	Included in contingency. \$300 per easement. Budgetary estimate: \$1,000.
26	City of Oviedo: Site Development/Final Engineering	-	-	6,390	6,390	Fee payment scheduled for 05/08/2009. Site development and engineering review.
27	City of Oviedo: Sufficiency Review	-	-	3,195	3,195	This is 1/2 of the Oviedo Site/Engineering Review fee. This is for insufficiencies in 1st submittal.
28	City of Oviedo: Environmental Permit	-	-	920	920	Includes approval for clearing, grubbing, and tree removal.
29	City of Oviedo: Easement Vacating	-	-	2,200	2,200	Progress Energy easement.
30	City of Oviedo: Landscape and Irrigation	-	-	150	150	
31	FDOT Right-of-Way Utilization	-	-	-	-	No cost associated with permit. Submittal date scheduled for 05/08/2009.
32	FDEP NPDES NOI	-	-	400	400	Permit for National Pollutant Discharge Elimination System and Notice of Intent (NOI).
33	Army Corp of Engineers (ACOE)	-	-	100	100	Corp of Engineers permit will be determined after/during SIRWMD review.
34	FFWCC Eagle's Nest Mitigation	-	-	40,000	40,000	Conservation measure and survey needed to be performed before construction.
35	FFWCC Eagle's Nest Monitoring	-	-	80,000	80,000	*Estimate for (2) nesting seasons; \$40,000 per season provided by PBS&J scientist.
36	FFWCC Gopher Tortoise Relocation	-	-	60,000	60,000	\$1,500 per tortoise estimated by PBS&J scientist.
37	Wetland's Mitigation (On-Site Only)	-	-	85,000	85,000	*PBSJ estimate. This amount includes fees that are due before construction starts.
38	Global Demolition	-	-	44,785	44,785	*Proposal for the Demolition of existing structures.
39	Relocate Progress Energy Switchgear/Transformer Boxes	-	-	82,976	82,976	*Actual quote from Progress Energy. Relocation Issues. Easement needed.
40	Relocate Progress Energy Distribution Line (Eastside Only)	-	-	85,000	85,000	*Progress Energy estimate.
41	Permit Allowance	-	-	4,776	4,776	For permit fees that cannot be determined at this time.
<b>Estimated Subtotal:</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 956,753</b>	<b>\$ 956,753</b>	
<b>GRAND TOTAL:</b>		<b>\$ 1,126,680</b>	<b>\$ 189,658</b>	<b>\$ 956,753</b>	<b>\$ 2,273,091</b>	

\* Items #2, #6, and #7 are temporarily encumbered/expended against Facility's operating budget.

**Project Cost Analysis**  
**Jetta Point Park (Project #: 00234601)**

Item #	Expense Item	YTD Encumbrances / Expenditures (Actuals)	FY 2007/08 Expenditures (Actuals)	Forecasted Encumbrances / Expenditures (Estimates)	Total	Reason/Status
<b>CONSTRUCTION COSTS</b>						
1	Probable Jetta Point Park Construction Costs: PBS&J Design	-	-	11,360,649	11,360,649	PBS&J: Total for existing 60% design plan A only.
<b>Construction Costs Subtotal:</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,360,649</b>	<b>\$ 11,360,649</b>	
<b>OTHER COSTS</b>						
1	PBS&J: Architectural Design & Study	714,030	80,917	56,803	851,750	A&E services. PS-2084-07 w/o #1 executed on 12/11/2007. Estimate for Construction Administration.
2	PBS&J: Architectural Design & Study (Amendment 1)	34,500	-	-	34,500	Amendment to PS-2084-07 w/o #1.
3	PBS&J: Planning Support	-	2,477	-	2,477	Planning Support Services. PS-5120-02 w/o #41
4	Nodarse & Associates	10,454	-	35,000	45,454	Geotechnical survey and engineering testing for design phase. Estimate for materials testing during construction.
5	PBS&J: Land Acquisition Services	521	4,158	-	4,679	Acquisition services for Clark property outparcel purchase.
6	Southeastern Surveying	7,246	89,132	25,000	121,378	Legal, boundary/topo and tree survey, high water & normal elevation at wetlands. Estimate for construction phase.
7	American Acquisition	314,640	-	-	314,640	2008 outparcel purchases.
8	Decon Environmental	-	4,055	-	4,055	Asbestos removal from existing structures.
9	Mactec Engineering	-	5,214	-	5,214	Asbestos survey and monitoring.
10	Pohl & Short	-	555	-	555	Legal services.
11	Florida Realty Analysts	-	3,150	-	3,150	Property acquisition services.
12	SIRWMD ERP	4,500	-	-	4,500	Application submitted as per direction on 01/30/2009 by PBS&J.
13	SIRWMD Consumptive Use	-	-	1,000	1,000	Dependent upon SIRWMD requirement for water usage for irrigation. Has not been determined yet.
14	A/E Design for Jetta Park Entrance & Cross Access Easement	-	-	30,000	30,000	*Estimate of the Design Fees and Costs for the Cross Access Easement and the Joint Park Entrance.
15	Construction for Jetta Park Entrance & Cross Access Easement	-	-	297,108	297,108	*Total Probable Construction Costs of the Cross Access Easement and Joint Park Entrance from PBS&J.
16	FDEP Water	-	-	500	500	Permit for potable water.
17	FDEP Wastewater	-	-	250	250	Permit for sanitary sewer.
18	City of Winter Springs	-	-	3,500	3,500	Combined preliminary/final review. Up to two reviews per each.
19	City of Winter Springs: Aesthetic Review	-	-	600	600	
20	City of Winter Springs: Arbor Permit	-	-	11,000	11,000	*Estimate. Permit fee based on unit price per tree. Quoted by PBS&J.
21	City of Winter Springs: Concurrence Test	-	-	100	100	
22	City of Winter Springs: Vacating Easement	-	-	-	-	Included in contingency. \$300 per easement. Budgetary estimate: \$1,000.
23	City of Oviedo: Site Development/Final Engineering	-	-	6,390	6,390	Fee payment scheduled for 05/08/2009. Site development and engineering review.
24	City of Oviedo: Sufficiency Review	-	-	3,195	3,195	This is 1/2 of the Oviedo Site/Engineering Review fee. This is for insufficiencies in 1st submittal.
25	City of Oviedo: Environmental Permit	-	-	920	920	Includes approval for clearing, grubbing, and tree removal.
26	City of Oviedo: Easement Vacating	-	-	2,200	2,200	Progress Energy easement.
27	City of Oviedo: Landscape and Irrigation	-	-	150	150	
28	FDOT Right-of-Way Utilization	-	-	-	-	No cost associated with permit. Submittal date scheduled for 05/08/2009.
29	FDEP NPDES NOI	-	-	400	400	Permit for National Pollutant Discharge Elimination System and Notice of Intent (NOI).
30	Army Corp of Engineers (ACOE)	-	-	100	100	Corp of Engineers permit will be determined after/during SIRWMD review.
31	FWCC Eagle's Nest Monitoring	-	-	80,000	80,000	*Estimate for (2) nesting seasons; \$40,000 per season provided by PBS&J scientist.
32	Global Demolition	-	-	44,785	44,785	*Proposal for the Demolition of existing structures.
33	Relocate Progress Energy Switchgear/Transformer Boxes	-	-	82,976	82,976	*Actual quote from Progress Energy. Relocation issues. Easement needed.
34	Relocate Progress Energy Distribution Line (Eastside Only)	-	-	85,000	85,000	*Progress Energy estimate.
35	Buried Conduit for Relocated Progress Energy Distribution Line	-	-	50,000	50,000	*Estimate. Waiting on scope/proposal from Progress Energy.
36	Permit Allowance	-	-	4,776	4,776	For permit fees that cannot be determined at this time.
<b>Other Costs Subtotal:</b>		<b>\$ 1,085,891</b>	<b>\$ 189,658</b>	<b>\$ 821,753</b>	<b>\$ 2,097,302</b>	
<b>GRAND TOTAL:</b>		<b>\$ 1,085,891</b>	<b>\$ 189,658</b>	<b>\$ 12,182,402</b>	<b>\$ 13,457,951</b>	

\* While there is a separate open Work Order in the amount of \$40,789 associated with this project, the current project description and estimate does not anticipate the need for the encumbrance.



## **SUMMARY**

### **Seminole County - Jetta Point Park SEMINOLE COUNTY, FLORIDA**

**Cost Estimates - 60% Design (Redirection Cost Alternatives)**

#### **CONCEPTUAL ESTIMATE OF PROBABLE CONSTRUCTION COST**

2-23-2009

*PREPARED BY PBS&J*

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#### **SUMMARY OF CONSTRUCTION COSTS (2009)**

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<b>I</b>	<b>CURRENT PLAN A DESIGN</b>	<b>\$11,360,649</b>
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LAST REVISION: 2/23/2009

# Seminole County - Jetta Point Park (Current Plan A Design)

PBS&J Cost Estimate (60% Design Documents)

February 23, 2009

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
<b>CIVIL SITE:</b>				
<b>Earthwork &amp; Misc.</b>				
Survey Layout and Construction Staking	LS	1		
Earthwork (Cut)	CY	39,500	\$30.00	\$30,000
Earthwork Fill	CY	50,152	\$3.00	\$118,500
Clear and Grub / Tree Removal	AC	35.56	\$6.00	\$300,912
Single Row Silt Fence	LF	8,850	\$5,000.00	\$177,823
Silt Fence Maintenance	LF	8,850	\$2.50	\$22,126
Construction Dewatering - Utility piping (well points)	LF	19,687	\$0.75	\$6,638
6' Chain Link Field Fence (Vinyl)	LF	1,363	\$10.00	\$196,870
Double Gate 24' Wide Chain Link	EA	2	\$15.00	\$20,442
Pavement Demolition	SY	2,714	\$1,400.00	\$2,800
Maintenance Bldg Washdown Area	LS	1	\$6.00	\$16,283
Concrete Sidewalk (4")	SY	7,109	\$9,590.00	\$9,590
<b>Total Earthwork &amp; Misc.</b>			\$30.00	\$213,283
				<b>\$1,115,267</b>
<b>Storm Drainage</b>				
15" HDPE	LF	2,229	\$40.00	\$89,140
18" HDPE	LF	1,870	\$50.00	\$93,475
24" HDPE	LF	2,377	\$60.00	\$142,620
30" HDPE	LF	1,481	\$100.00	\$148,110
36" HDPE	LF	499	\$120.00	\$59,880
48" RCP	LF	435	\$160.00	\$69,600
FDOT Type C Inlet	EA	10	\$4,000.00	\$40,000
FDOT Type F Inlet	EA	27	\$4,200.00	\$113,400
18" Nyloplast Inline Drain Basin	EA	15	\$1,500.00	\$22,500
18" Nyloplast Area Drain Basin	EA	3	\$1,800.00	\$5,400
24" Nyloplast Inline Drain Basin	EA	8	\$1,700.00	\$13,600
24" Nyloplast Area Drain Basin	EA	10	\$2,000.00	\$20,000
30" FDOT Concrete Endwall	EA	2	\$3,100.00	\$6,200
Manholes (w/P bottom)	EA	2	\$4,500.00	\$9,000
Manholes (w/J bottom)	EA	4	\$7,000.00	\$28,000
24" MES	EA	4	\$1,500.00	\$6,000
30" MES	EA	2	\$2,200.00	\$4,400
48" MES	EA	1	\$3,000.00	\$3,000
<b>Total Storm Drainage</b>				<b>\$874,325</b>
<b>Additional Utilities</b>				
4" PVC Force Main	LF	2,277	\$30.00	\$68,308
6" Sanitary PVC	LF	1,177	\$25.00	\$29,419
8" Sanitary PVC	LF	1,936	\$35.00	\$67,757
2" Potable PVC	LF	850	\$15.00	\$12,750
6" Potable PVC	LF	1,369	\$40.00	\$54,761
10" Potable PVC	LF	3,188	\$60.00	\$191,297
Sanitary Manholes (w/P bottom)	EA	11	\$4,500.00	\$49,500
Connection to existing watermain	LS	1	\$2,500.00	\$2,500
Connection to existing forcemain	LS	1	\$2,000.00	\$2,000
Double Detector Check Valve Assembly	LS	1	\$1,000.00	\$1,000
Lift Station	LS	1	\$50,000.00	\$50,000
Irrigation Well w/ Pump & Booster	LS	1	\$35,000.00	\$35,000
Fire Hydrants	EA	9	\$4,500.00	\$40,500
Electrical	LS	1	\$356,500.00	\$356,500
<b>Total Additional Utilities</b>				<b>\$961,292</b>
<b>Roadways</b>				
6" Soil Cement Base (parking/drives)	SY	16,097	\$14.00	\$225,364
1 1/2" Asphalt Type S-III (parking/drives)	SY	16,097	\$8.25	\$132,804
12" Compacted Sub-Base (parking/drives)	SY	18,024	\$6.00	\$108,142
8" Soil Cement Base (Heavy Duty)	SY	10,621	\$17.00	\$180,555
2 1/2" Asphalt Type S-III (Heavy Duty)	SY	10,621	\$13.75	\$146,037
12" Compacted Sub-Base (Heavy Duty)	SY	10,621	\$8.00	\$84,967
Equestrian Area Stabilized Drive	LS	1	\$11,752.67	\$11,753
Pavement Markings	LS	1	\$30,000.00	\$30,000
Signing	LS	1	\$15,000.00	\$15,000
Type "D" curbing	LF	9,247	\$12.00	\$110,963
Monolithic Curbing	LF	2,311	\$10.00	\$23,107
Barrier Gate, 24' Wide, Pipe	EA	1	\$5,000.00	\$5,000
30" Removable Bollards	EA	8	\$200.00	\$1,600
<b>Total Roadways</b>				<b>\$1,075,291</b>
<b>TOTAL CIVIL SITE:</b>				<b>\$4,026,175</b>
<b>ARCHITECTURAL DESIGN:</b>				
<b>Buildings</b>				
Two Story Concession Building (3000 SF)	EA	1	\$646,025.00	\$646,025
Maintenance Building (3260 SF)	EA	1	\$199,931.00	\$199,931
Storage / Restroom Building (2022 SF)	EA	1	\$234,636.00	\$234,636
Dugouts- w/o restrooms (10' x 30')	EA	8	\$23,925.00	\$191,400
<b>Total Buildings</b>				<b>\$1,271,992</b>
<b>TOTAL ARCHITECTURAL DESIGN:</b>				<b>\$1,271,992</b>



# Seminole County - Jetta Point Park (Current Plan A Design)

PBS&J Cost Estimate (60% Design Documents)

February 23, 2009

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
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## LANDSCAPE ARCHITECTURE DESIGN:

### Site Furnishings

Picnic Table, Rectangular	EA	12	\$1,500.00	\$18,000
Picnic Table, Square	EA	12	\$600.00	\$7,200
Trash Receptacle, Expanded Metal	EA	15	\$750.00	\$11,250
Bench, Expanded Metal, w/ Back	EA	9	\$950.00	\$8,550
Bench, Expanded Metal, Backless	EA	9	\$950.00	\$8,550
Bike Rack	EA	6	\$1,350.00	\$8,100
Skateboard Rack	EA	1	\$650.00	\$650
Water Fountain, Dual Height (ADA Accessible)	EA	9	\$3,500.00	\$31,500
Bench, 8' Long, Decorative Metal	EA	7	\$1,500.00	\$10,500
Trash Receptacle, Decorative Metal	EA	20	\$1,200.00	\$24,000
Play Equipment, 2-5 Year Old	LS	1	\$58,300.00	\$58,300
Play Equipment, 5-12 Year Old	LS	1	\$180,000.00	\$180,000
Shade Sails, Playground	EA	3	\$20,000.00	\$60,000
Artificial Turf, Playground	SF	6,300	\$6.75	\$42,525
Flagpoles	EA	2	\$2,500.00	\$5,000
Pavilion, Large, Basic	EA	3	\$46,900.00	\$140,700
Pavilion, Small, Basic	EA	2	\$16,500.00	\$33,000
Kiosk, Informational	EA	2	\$17,300.00	\$34,600
Signage, Wayfinding/Directional	EA	12	\$1,500.00	\$18,000
Signage, Park Identification	EA	1	\$5,000.00	\$5,000
Walls, CMU Freestanding, 6' Ht. for Dumpster & Material Bins	LF	100	\$150.00	\$15,000
Bollard, Decorative Metal, Removable	EA	4	\$7,500.00	\$30,000
Fencing, Equestrian, 4 Rail, PVC w/ Posts @ 8' OC	LF	975	\$16.00	\$15,600
Fencing, Equestrian, Gates	EA	2	\$750.00	\$1,500
Gate, Playground, Decorative Aluminum Picket, 4' Ht.	EA	4	\$365.00	\$1,460
Fencing, Playground, Decorative Aluminum Picket, 4' Ht.	LF	700	\$35.00	\$24,500
<b>Total Site Furnishings</b>				<b>\$793,485</b>

### Athletic Fields

Bleachers, Softball 50 Seat	EA	8	\$3,880.00	\$31,040
Shade Structures, Bleachers	EA	8	\$12,000.00	\$96,000
Scoreboards	EA	4	\$7,500.00	\$30,000
Football Goal	EA	8	\$2,700.00	\$21,600
Soccer Goal, Portable	EA	8	\$3,625.00	\$29,000
Team Benches, Dugouts	EA	16	\$1,365.00	\$21,840
Team Benches, Portable for Multi-Purpose Fields	EA	16	\$650.00	\$10,400
Bases, Infield, In-Ground Mount, Set of 3	EA	4	\$490.00	\$1,960
Bases, Home plate, In-Ground Mount	EA	4	\$400.00	\$1,600
Pitching Rubber, In-Ground Mount	EA	4	\$400.00	\$1,600
Fencing, Chain Link, Outfield, Sidelines, 6' Ht.	LF	2,780	\$15.00	\$41,700
Fencing, Chain Link, Dugouts, 8' Ht.	LF	320	\$20.00	\$6,400
Fencing, Backstop, 30' Ht.	LF	340	\$85.00	\$28,900
Gate, Chain Link, 10' Wide Maintenance	EA	4	\$900.00	\$3,600
Gate, Chain Link, 4' Player Access	EA	4	\$350.00	\$1,400
Foul Pole, Pair	EA	4	\$3,500.00	\$14,000
Field Preparation, Softball	SF	216,000	\$2.50	\$540,000
Field Preparation, Multi-Purpose	SF	252,400	\$2.50	\$631,000
Warm Up Area	EA	8	\$4,000.00	\$32,000
<b>Total Athletic Fields</b>				<b>\$1,544,040</b>

### Site Lighting

Pole, Parking Lot	EA	43	\$2,200.00	\$94,600
Pole, Pedestrian Walk	EA	20	\$1,775.00	\$35,500
Luminaire, Parking Lot, Dual	EA	7	\$1,050.00	\$7,350
Luminaires, Parking Lot, Single	EA	37	\$525.00	\$19,425
Luminaires, Pedestrian, Double	EA	20	\$1,225.00	\$24,500
Athletic Lighting, Multi-Purpose Fields, 30 fc	LS	1	\$387,000.00	\$387,000
Athletic Lighting, Softball Fields, 50/30 fc	LS	1	\$335,000.00	\$335,000
Uplighting, Signage & Landscaping	EA	25	\$750.00	\$18,750
<b>Total Site Lighting</b>				<b>\$922,125</b>

**Seminole County - Jetta Point Park (Current Plan A Design)**

**PBS&J Cost Estimate (60% Design Documents)**

February 23, 2009

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
<b>Landscape &amp; Irrigation</b>				
Landscape Improvements	ALLOW.	1	\$605,305.00	\$605,305
Automatic Irrigation System	ALLOW.	1	\$530,000.00	\$530,000
<b>Total Landscape &amp; Irrigation</b>				<b>\$1,135,305</b>

**TOTAL LANDSCAPE ARCHITECTURE DESIGN:** **\$4,394,955**

**ENVIRONMENTAL DESIGN:**

**Mitigation**

Wetland Mitigation (on-site)	EA	1	\$85,000	\$85,000
Eagle Nest Mitigation	EA	1	\$40,000.00	\$40,000
Gopher Tortoise Mitigation	EA	40	\$1,500.00	\$60,000
<b>Total Mitigation</b>				<b>\$185,000</b>

<b>SUBTOTAL</b>	<b>\$9,878,122</b>
MAINTENANCE OF TRAFFIC	\$5,000
SUB-TOTAL	\$9,883,122
MOBILIZATION (4.5%)	\$444,740
<b>SUB-TOTAL</b>	<b>\$10,327,863</b>
CONTINGENCY (10%)	\$1,032,786
<b>TOTAL PROJECT COST</b>	<b>\$11,360,649</b>

## **ESTIMATE BASIS AND ASSUMPTIONS (CURRENT PLAN A)**

**February 23, 2009**

### **GENERAL ASSUMPTIONS**

- The estimate of probable construction costs is based upon 60% Construction Documents prepared by PBS&J dated December 19<sup>th</sup>, 2008 and includes upgrades and/or changes requested by County Staff.
- The estimate is intended to establish a probable cost of the project and is not a guarantee of the actual cost. Price fluctuations and escalation due to market conditions cannot be anticipated and are not included in this estimate.
- The estimate is based upon 2008 unit costs and/or historical pricing at the time of the estimate.
- The estimate does not include the cost of right-of-way acquisition or other property acquisition costs.
- The estimate includes a 15% contingency for construction costs.  
10%<sup>2/0</sup>

### **BUILDINGS/ARCHITECTURE**

- The estimate for building construction is based upon 95% schematic architecture plans dated July 17<sup>th</sup>, 2008, Revised January 2<sup>nd</sup>, 2009.
- The estimate assumes two exterior metal staircases on either side of the Concession Building.
- The estimate assumes a ducted A/C system in the Concession Building with a condensing unit on the ground floor.
- The estimate excludes any tent-like or fabric structure associated with the buildings.

### **SITE WORK**

- The estimate assumes that the fill required for earthwork is import material.
- The estimate assumes no over-excavation or excessive fill will be required for building foundations or flatwork (parking lots/sidewalks, etc).
- The estimate assumes that the site has suitable soils allowing for on-site storm-water retention and that no off-site or other remediation will be required.

### **Softball Fields**

- The estimate for covered dugouts is based upon providing 10' wide by 30' long CMU block enclosures with a water fountain and team seating selected from the manufacturer's standard catalog.
- The estimate assumes a vinyl coated chain link fence will be provided with standard color fence cap for player protection along the top of the sideline and outfield fences.
- The estimate assumes bleachers will be chosen from the manufacturer's standard catalog and that no custom engineering or design is required.
- The estimate assumes warm up areas that are 14' wide by 70' long and includes pitching rubber, home plate, 6' high chain link fence, and portable fielding screen and infield mix surface.
- The estimate assumes 30 foot-candle average illumination on three fields and 50 foot-candle average illumination the northeast field.
- The estimate includes rough grading, laser grading & compaction, 4" top-dressing of sand, infield & warning track mix and sod installation. Assumes that no over-excavation or additional fill is required to create playing surface and that under-drains are not required.

### Multi-Purpose Fields

- The estimate includes rough grading, laser grading & compaction, 4" top-dressing of sand, infield & warning track mix and sod installation. Assumes that no over-excavation or additional fill is required to create playing surface and that under-drains are not required.
- The estimate assumes 30 foot-candle average illumination on all fields with a perimeter "European" style light pole layout.

### PLAYGROUND

- The estimate assumes upgraded playground equipment as suggested to the County Staff by Rep Services.
- The estimate assumes that each play area (2-to-5 year old and 5-to-12 year old) will be separated by and enclosed with a 4' high decorative aluminum fence as chosen from the manufacturer's standard catalog.
- The estimate assumes that each play area will have synthetic play surface that covers the safety zone for each area of equipment only.
- The estimate assumes that overhead shade will be provide using play equipment manufacturer's standard shade sails or roofs and that no additional fabric shade structures will be provided.
- The estimate assumes that each play area has one drinking fountain and three benches.

### SITE AMENITIES

- The estimate assumes that standard CMU block construction will be utilized for dumpster and material bin walls and that a paint finish will only be applied on exterior surfaces exposed only to the public with a domed mortar cap. Decorative pre-cast stone or concrete cap and screening gates are not included.
- The estimate assumes that pavilions will be selected from manufacturer's standard catalog of models and accessories and that no custom engineering or fabrication will be involved.
- The estimate assumes that vinyl or plastic coated expanded metal trash receptacles and benches will be utilized throughout the majority of the park while decorative metal trash receptacles and benches will be utilized at the entry to the softball complex and within the softball courtyard. Assumes that each large pavilion will have six rectangular (6-person) picnic tables and each smaller pavilion will have four (4-person) picnic tables.
- Signage – Signage includes one main project identification sign located along S.R 434, two informational kiosks and incidental trail/park signage.

### LANDSCAPE AND IRRIGATION

- The estimate assumes no undue tree replacement requirements will be imposed by either the Cities of Oviedo or Winter Springs and the required mitigation plantings will be covered under the mitigation funds.
- The estimate assumes a well-fed irrigation system with no re-use connection. Does not include costs for pond recharge/draw down type supply system.
- Landscaping – Allowance is based upon providing minimum landscape requirements in accordance with the Cities of Oviedo and Winter Springs Code of Ordinances and additional accent plantings at key areas within the site. In order to minimize irrigation requirements, proposed plantings will utilize xeriscape principles wherever possible. Wetland mitigation plantings and any additional landscaping above minimum code requirements is not included.

It is assumed the following for allowance:

#### *Oviedo*

Assumes 100 tree replacement credit will be required.

Assumes that buffering will only be required along SR 417 ROW.

#### *Winter Springs*

Assumes 1,692 tree replacement credits will be required and that this will be met by paying a fee of \$250 per credit to the City tree bank fund in lieu of providing trees on site.

Assumes buffer meeting the 434 vision corridor plan will be provided along the SR 434 & SR 417 ROW and that no other buffers are required.

-Irrigation – Allowance is based upon an automatic irrigation system using well supplied water to irrigate proposed xeriscape plantings. Irrigation for the softball and multi-purpose fields is included in the allowance.



## SUMMARY

### **Seminole County - Jetta Point Park**

SEMINOLE COUNTY, FLORIDA

#### **Cost Estimates - 60% Design (Redirection Cost Alternatives)**

#### CONCEPTUAL ESTIMATE OF PROBABLE CONSTRUCTION COST

2-23-2009

PREPARED BY PBS&J

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#### **SUMMARY OF CONSTRUCTION COSTS (2009)**

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<b>II</b>	<b>PLAN A UPGRADES</b>	<b>ESTIMATED COST</b>
1	DUGOUTS WITH RESTROOMS	\$92,963
2	BLEACHERS	\$57,972
3	PAVILION UPGRADES	\$336,683
4	ARTIFICIAL TURF	\$2,165,992
5	LARGE SHADE STRUCTURES, SOFTBALL	\$67,298
6	NCAA LEVEL LIGHTING UPGRADES	\$449,671
7	PERIMETER FENCING	\$124,812
8	SOFTBALL COMPLEX ENTRY GATES	\$49,808
9	MITIGATION*	\$225,515
	<b>TOTAL UPGRADE COST</b>	<b>\$3,570,715</b>

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\* Mitigation cost is associated with the Artificial Turf component and should be added if artificial turf is selected

LAST REVISION: 2/23/2009

# Seminole County - Jetta Point Park (Plan A Upgrades)

PBS&J Cost Estimate (60% Design Documents)

February 23, 2009

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL PRICE
			ADDITION	DEDUCTION	

<b>1 DUGOUTS</b>					
Dugouts- w/ HC Restrooms (10' x 60')	EA	2	\$54,414.00		\$108,828
Dugouts- w/o Restrooms (10' x 30')	EA	2		-\$23,925.00	-\$47,850
<b>Additional Utilities</b>					
6" Sanitary PVC	LF	300	\$25.00		\$7,500
2" Potable PVC	LF	300	\$15.00		\$4,500

<b>SUBTOTAL</b>	\$72,978
MAINTENANCE OF TRAFFIC	\$0
SUB-TOTAL	\$72,978
MOBILIZATION (4.5%)	\$3,284
SUB-TOTAL	<b>\$76,262</b>
CONTINGENCY (15%)	\$11,439
SUB-TOTAL	\$87,701
ENGINEERING / DESIGN (6%)	\$5,262
<b>TOTAL PROJECT COST</b>	<b>\$92,963</b>

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL PRICE
			ADDITION	DEDUCTION	

<b>2 BLEACHERS</b>					
Bleachers, Softball, 250 Seat	EA	2	\$28,000.00		\$56,000
Bleachers, Softball, 50 Seat	EA	2		-\$3,880.00	-\$7,760

<b>SUBTOTAL</b>	\$48,240
MAINTENANCE OF TRAFFIC	\$0
SUB-TOTAL	\$48,240
MOBILIZATION (4.5%)	\$2,171
SUB-TOTAL	<b>\$50,411</b>
CONTINGENCY (15%)	\$7,562
SUB-TOTAL	\$57,972
ENGINEERING / DESIGN	\$0
<b>TOTAL PROJECT COST</b>	<b>\$57,972</b>

# Seminole County - Jetta Point Park (Plan A Upgrades)

PBS&J Cost Estimate (60% Design Documents)

February 23, 2009

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL PRICE
			ADDITION	DEDUCTION	

<b>3 PAVILION UPGRADES</b>					
Pavilion, Large, Enhanced	EA	3	\$106,600.00		\$319,800
Pavilion, Small, Enhanced	EA	2	\$64,950.00		\$129,900
Pavilion, Large, Standard	EA	3		-\$46,900.00	-\$140,700
Pavilion, Small, Standard	EA	2		-\$18,500.00	-\$33,000

<b>SUBTOTAL</b>	\$276,000
MAINTENANCE OF TRAFFIC	\$0
<b>SUB-TOTAL</b>	\$276,000
MOBILIZATION (4.5%)	\$12,420
<b>SUB-TOTAL</b>	<b>\$288,420</b>
CONTINGENCY (15%)	\$43,263
<b>SUB-TOTAL</b>	\$331,683
ENGINEERING / DESIGN	\$5,000
<b>TOTAL PROJECT COST</b>	<b>\$336,683</b>

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL PRICE
			ADDITION	DEDUCTION	

<b>4 ARTIFICIAL TURF</b>					
Artificial Turf, Multi-Purpose Fields (Extends 10' Beyond Field)	SF	225,750	\$6.75		\$1,523,813
Field Preparation, Multi-Purpose Fields	SF	193,050		-\$2.50	-\$482,625
<b>Earthwork &amp; Misc.</b>					
Earthwork (Cut)	CY	6,035	\$3.00		\$18,105
Earthwork Fill	CY	171	\$6.00		\$1,026
Concrete Sidewalk (4")	SY	445	\$30.00		\$13,350
<b>Storm Drainage</b>					
6" PVC Underdrain Pipe - 4800 LF	LF	6,000	\$30.00		\$180,000
8" PVC Underdrain Pipe - 5300 LF	LF	5,500	\$40.00		\$220,000
15" PVC Underdrain Pipe - 4000 LF	LF	4,500	\$65.00		\$292,500

<b>SUBTOTAL</b>	\$1,766,169
MAINTENANCE OF TRAFFIC	\$0
<b>SUB-TOTAL</b>	\$1,766,169
MOBILIZATION (4.5%)	\$79,478
<b>SUB-TOTAL</b>	<b>\$1,845,646</b>
CONTINGENCY (15%)	\$276,847
<b>SUB-TOTAL</b>	\$2,122,493
*ENGINEERING / DESIGN (6%)	\$43,499
<b>TOTAL PROJECT COST</b>	<b>\$2,165,992</b>

\* Fee based on earthwork/drainage construction costs only

**Seminole County - Jetta Point Park (Plan A Upgrades)**

**PBS&J Cost Estimate (60% Design Documents)**

February 23, 2009

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL PRICE
			ADDITION	DEDUCTION	

<b>5 SHADE STRUCTURES, SOFTBALL</b>					
Shade Structures, Bleachers, Large	EA	2	\$40,000.00		\$80,000
Shade Structures, Bleachers, Small	EA	2		-\$12,000.00	-\$24,000
<b>SUBTOTAL</b>					\$56,000
MAINTENANCE OF TRAFFIC					\$0
SUB-TOTAL					\$56,000
MOBILIZATION (4.5%)					\$2,520
SUB-TOTAL					<b>\$58,520</b>
CONTINGENCY (15%)					\$8,778
SUB-TOTAL					\$67,298
ENGINEERING / DESIGN					\$0
<b>TOTAL PROJECT COST</b>					<b>\$67,298</b>

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL PRICE
			ADDITION	DEDUCTION	

<b>6 NCAA LEVEL LIGHTING</b>					
Athletic Lighting, Multi Purpose Fields, Upgrade One Field to 50 fc	LS	1	\$88,000.00		\$88,000
Athletic Lighting, Softball Fields, Tournament Level, 125/100 & 70/50 fc	LS	1	\$265,000.00		\$265,000
<b>SUBTOTAL</b>					\$353,000
MAINTENANCE OF TRAFFIC					\$0
SUB-TOTAL					\$353,000
MOBILIZATION (4.5%)					\$15,885
SUB-TOTAL					<b>\$368,885</b>
CONTINGENCY (15%)					\$55,333
SUB-TOTAL					\$424,218
ENGINEERING / DESIGN (6%)					\$25,453
<b>TOTAL PROJECT COST</b>					<b>\$449,671</b>



**Seminole County - Jetta Point Park (Plan A Upgrades)**

**PBS&J Cost Estimate (60% Design Documents)**

February 23, 2009

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL PRICE
			ADDITION	DEDUCTION	

<b>7 PERIMETER FENCING</b>					
Fencing, Perimeter, 6'Ht. Chain Link Fence (Vinyl)	LF	6,532	\$15.00		\$97,980

<b>SUBTOTAL</b>	\$97,980
MAINTENANCE OF TRAFFIC	\$0
SUB-TOTAL	\$97,980
MOBILIZATION (4.5%)	\$4,409
SUB-TOTAL	<b>\$102,389</b>
CONTINGENCY (15%)	\$15,358
SUB-TOTAL	\$117,747
ENGINEERING / DESIGN (6%)	\$7,065
<b>TOTAL PROJECT COST</b>	<b>\$124,812</b>

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL PRICE
			ADDITION	DEDUCTION	

<b>8 SOFTBALL COMPLEX ENTRY GATES</b>					
Softball Complex Entry Gates, Fencing & Columns	LS	1	\$39,100.00		\$39,100

<b>SUBTOTAL</b>	\$39,100
MAINTENANCE OF TRAFFIC	\$0
SUB-TOTAL	\$39,100
MOBILIZATION (4.5%)	\$1,760
SUB-TOTAL	<b>\$40,860</b>
CONTINGENCY (15%)	\$6,129
SUB-TOTAL	\$46,988
ENGINEERING / DESIGN (6%)	\$2,819
<b>TOTAL PROJECT COST</b>	<b>\$49,808</b>

**Seminole County - Jetta Point Park (Plan A Upgrades)**

**PBS&J Cost Estimate (60% Design Documents)**

February 23, 2009

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL PRICE
			ADDITION	DEDUCTION	

<b>9</b>	<b>MITIGATION</b>				
	Mitigation Costs	LS	1	\$185,000.00	\$185,000

<b>SUBTOTAL</b>	<b>\$185,000</b>
MAINTENANCE OF TRAFFIC	\$0
SUB-TOTAL	\$185,000
MOBILIZATION (4.5%)	\$0
SUB-TOTAL	<b>\$185,000</b>
CONTINGENCY (15%)	\$27,750
SUB-TOTAL	\$212,750
ENGINEERING / DESIGN (6%)	\$12,765
<b>TOTAL PROJECT COST</b>	<b>\$225,515</b>

## **ESTIMATE BASIS AND ASSUMPTIONS (PLAN A UPGRADES)**

**February 23, 2009**

### **PLAN A UPGRADES**

#### **Softball Fields**

- The estimate is based upon providing two enlarged dugouts (10' wide by 60' long) at one field with one handicap accessible bathroom located in each dugout.
- The estimate assumes larger potable water and sanitary sewer connections associated with the enlarged dugouts.
- The estimate assumes upgrading one field with bleachers totaling 500 seats. The estimate assumes that bleachers will be chosen from the manufacturer's standard catalog and that no custom engineering or design is required.
- The estimate assumes that larger fabric shade structures will be required to cover the expanded bleacher seating at one stadium and that these structures will be chosen from the manufacturer's standard catalog and that no custom engineering or design is required..
- The estimate assumes a 125 foot-candle maximum and a 100 foot-candle average illumination on the northeast field with a 70 foot-candle maximum and a 50 foot-candle average illumination on the remaining fields.

#### **Multi-Purpose Fields**

- The estimate assumes three fields will be covered with synthetic turf and that the turf will extend ten feet beyond the edge of the playing field.
- The estimate assumes 30 foot-candle average illumination on three fields and 50 foot-candle average illumination the southeast field. Arrangement will be a perimeter "European" style light pole layout.
- The estimate assumes enlargement of the storm-water ponds and additional grading/excavation based upon increased impervious area associated with the synthetic turf fields.
- The estimate assumes no over-excavation or excessive fill will be required for building foundations or flatwork (parking lots/sidewalks, etc).

#### **SITE AMENITIES**

- The estimate assumes that pavilions will be selected from manufacturer's standard catalog of models and accessories and that no custom engineering or fabrication will be involved. Includes costs for decorative (non-structural) column veneer to cover manufacturer's standard structural columns.
- The estimate assumes a 6' high, vinyl coated chain link fence will be provided around the site perimeter.



## SUMMARY

### **Seminole County - Jetta Point Park**

SEMINOLE COUNTY, FLORIDA

#### **Cost Estimates - 60% Design (Redirection Cost Alternatives)**

#### CONCEPTUAL ESTIMATE OF PROBABLE CONSTRUCTION COST

2-23-2009

PREPARED BY PBS&J

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#### **SUMMARY OF CONSTRUCTION COSTS (2009)**

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<b>III</b>	<b>PLAN B UPGRADES</b>	<b>ESTIMATED COST</b>
1	3 STORY CONCESSION BUILDING/RESTROOMS	\$694,902
2	DUGOUTS WITH RESTROOMS	\$310,709
3	BLEACHERS/STADIUM SEATING	\$1,122,565
4	PAVILION UPGRADES	\$336,683
5	ARTIFICIAL TURF	\$1,653,406
6	LARGE SHADE STRUCTURES, SOFTBALL	(\$28,842)
7	NCAA LEVEL LIGHTING UPGRADES	\$203,817
8	PERIMETER FENCING	\$124,812
9	SOFTBALL COMPLEX ENTRY GATES	\$49,808
10	MITIGATION	\$225,515
	<b>TOTAL UPGRADE COST</b>	<b>\$4,693,375</b>

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\* Mitigation cost is associated with the Artificial Turf component and should be added if artificial turf is selected

LAST REVISION: 2/23/2009

**Seminole County - Jetta Point Park (Plan B Upgrades)**

**PBS&J Cost Estimate (60% Design Documents)**

February 23, 2009

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL PRICE
			ADDITION	DEDUCTION	

<b>1 3 STORY CONCESSION BUILDING</b>					
Three Story Concession Building (4500 SF)	EA	1	\$856,236.00		\$856,236
Restrooms Buildings	EA	2	\$158,650.00		\$317,300
Two Story Concession Building (3000 SF)	EA	1		-\$646,025.00	-\$646,025
<b>Additional Utilities</b>					
6" Sanitary PVC	LF	450	\$25.00		\$11,250
2" Potable PVC	LF	450	\$15.00		\$6,750

<b>SUBTOTAL</b>	\$545,511
MAINTENANCE OF TRAFFIC	\$0
SUB-TOTAL	\$545,511
MOBILIZATION (4.5%)	\$24,548
SUB-TOTAL	<b>\$570,059</b>
CONTINGENCY (15%)	\$85,509
SUB-TOTAL	\$655,568
ENGINEERING / DESIGN (6%)	\$39,334
<b>TOTAL PROJECT COST</b>	<b>\$694,902</b>

<b>2 DUGOUTS</b>					
Dugouts- w/ HC Restrooms (10' x 60')	EA	8	\$54,414.00		\$435,312
Dugouts- w/o Restrooms (10' x 30')	EA	8		-\$23,925.00	-\$191,400

<b>SUBTOTAL</b>	\$243,912
MAINTENANCE OF TRAFFIC	\$0
SUB-TOTAL	\$243,912
MOBILIZATION (4.5%)	\$10,976
SUB-TOTAL	<b>\$254,888</b>
CONTINGENCY (15%)	\$38,233
SUB-TOTAL	\$293,121
ENGINEERING / DESIGN (6%)	\$17,587
<b>TOTAL PROJECT COST</b>	<b>\$310,709</b>

# Seminole County - Jetta Point Park (Plan B Upgrades)

PBS&J Cost Estimate (60% Design Documents)

February 23, 2009

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL PRICE
			ADDITION	DEDUCTION	

<b>3 BLEACHERS / STADIUM SEATING</b>					
Pre-Engineered Metal Bleachers(1,500 Seats) & Connector (300SF)	EA	1	\$178,821.00		\$178,821
Bleachers, Softball, 50 Seat	EA	2		-\$3,880.00	-\$7,760
Shade Structures	EA	1	\$160,000.00		\$160,000
<b>Roadways</b>					
6" Soil Cement Base (parking/drives)	SY	12,573	\$15.00		\$188,589
1 1/2" Asphalt Type S-III (parking/drives)	SY	12,573	\$8.25		\$103,724
Type "D" curbing	LF	5,218	\$15.00		\$78,266
12" Compacted Sub-Base (parking/drives)	SY	13,442	\$6.00		\$80,654
<b>Parking Lot Lighting</b>					
Pole, Parking Lot	EA	17	\$2,200.00		\$37,400
Luminaire, Parking Lot, Dual	EA	3	\$1,050.00		\$3,150
Luminaires, Parking Lot, Single	EA	14	\$525.00		\$7,350
<b>Landscape &amp; Irrigation</b>					
Landscape	SF	17,600	\$2.00		\$35,200
Irrigation	SF	17,600	\$0.90		\$15,840

<b>SUBTOTAL</b>	\$881,235
MAINTENANCE OF TRAFFIC	\$0
SUB-TOTAL	\$881,235
MOBILIZATION (4.5%)	\$39,656
SUB-TOTAL	<b>\$920,890</b>
CONTINGENCY (15%)	\$138,134
SUB-TOTAL	\$1,059,024
ENGINEERING / DESIGN (6%)	\$63,541
<b>TOTAL PROJECT COST</b>	<b>\$1,122,565</b>

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL PRICE
			ADDITION	DEDUCTION	

<b>4 PAVILION UPGRADES</b>					
Pavilion, Large, Enhanced	EA	3	\$106,600.00		\$319,800
Pavilion, Small, Enhanced	EA	2	\$64,950.00		\$129,900
Pavilion, Large, Standard	EA	3		-\$46,900.00	-\$140,700
Pavilion, Small, Standard	EA	2		-\$16,500.00	-\$33,000

<b>SUBTOTAL</b>	\$276,000
MAINTENANCE OF TRAFFIC	\$0
SUB-TOTAL	\$276,000
MOBILIZATION (4.5%)	\$12,420
SUB-TOTAL	<b>\$288,420</b>
CONTINGENCY (15%)	\$43,263
SUB-TOTAL	\$331,683
ENGINEERING / DESIGN	\$5,000
<b>TOTAL PROJECT COST</b>	<b>\$336,683</b>

**Seminole County - Jetta Point Park (Plan B Upgrades)**

**PBS&J Cost Estimate (60% Design Documents)**

February 23, 2009

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL PRICE
			ADDITION	DEDUCTION	

<b>5 ARTIFICIAL TURF</b>					
Artificial Turf, Multi-Purpose Fields	SF	150,600	\$6.75		\$1,015,875
Field Preparation, Multi-Purpose Fields	SF	252,400		-\$2.50	-\$631,000
Sod deduction due to new parking area	LS	1		-\$25,000.00	-\$25,000
<b>Earthwork &amp; Misc.</b>					
Earthwork (Cut)	CY	12,824	\$3.00		\$38,472
Earthwork Fill	CY	0	\$6.00		\$0
Concrete Sidewalk (4")	SY	3,011	\$30.00		\$90,330
<b>Storm Drainage</b>					
6" PVC Underdrain Pipe - 4800 LF	LF	3,500	\$30.00		\$105,000
8" PVC Underdrain Pipe - 5300 LF	LF	2,950	\$40.00		\$118,000
15" PVC Underdrain Pipe - 4000 LF	LF	2,400	\$65.00		\$156,000

<b>SUBTOTAL</b>	\$867,677
MAINTENANCE OF TRAFFIC	\$0
SUB-TOTAL	\$1,350,479
MOBILIZATION (4.5%)	\$60,772
SUB-TOTAL	<b>\$1,411,251</b>
CONTINGENCY (15%)	\$211,688
SUB-TOTAL	\$1,622,938
* ENGINEERING / DESIGN (6%)	\$30,468
<b>TOTAL PROJECT COST</b>	<b>\$1,653,406</b>

\* Fee based on earthwork/drainage construction costs only

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL PRICE
			ADDITION	DEDUCTION	

<b>6 SHADE STRUCTURES, SOFTBALL</b>					
Shade Structures, Softball, Small	EA	2		-\$12,000.00	-\$24,000

<b>SUBTOTAL</b>	-\$24,000
MAINTENANCE OF TRAFFIC	\$0
SUB-TOTAL	-\$24,000
MOBILIZATION (4.5%)	-\$1,080
SUB-TOTAL	<b>-\$25,080</b>
CONTINGENCY (15%)	-\$3,762
SUB-TOTAL	-\$28,842
ENGINEERING / DESIGN	\$0
<b>TOTAL PROJECT COST</b>	<b>-\$28,842</b>

**Seminole County - Jetta Point Park (Plan B Upgrades)**

**PBS&J Cost Estimate (60% Design Documents)**

February 23, 2009

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL PRICE
			ADDITION	DEDUCTION	

<b>7 NCAA LEVEL LIGHTING</b>					
Athletic Lighting, Softball Fields, Tournament Level, 125/100 & 70/50 fc	LS	1	\$265,000.00		\$265,000
Athletic Lighting, Multi- Purpose Fields, 30/50 fc	LS	1		-\$105,000.00	-\$105,000

<b>SUBTOTAL</b>	\$160,000
MAINTENANCE OF TRAFFIC	
SUB-TOTAL	\$160,000
MOBILIZATION (4.5%)	\$7,200
SUB-TOTAL	<b>\$167,200</b>
CONTINGENCY (15%)	\$25,080
SUB-TOTAL	\$192,280
ENGINEERING / DESIGN (6%)	\$11,537
<b>TOTAL PROJECT COST</b>	<b>\$203,817</b>

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL PRICE
			ADDITION	DEDUCTION	

<b>8 PERIMETER FENCING</b>					
Fencing, Perimeter, 6'Ht. Chain Link Fence (Vinyl)	LF	6,532	\$15.00		\$97,980

<b>SUBTOTAL</b>	\$97,980
MAINTENANCE OF TRAFFIC	\$0
SUB-TOTAL	\$97,980
MOBILIZATION (4.5%)	\$4,409
SUB-TOTAL	<b>\$102,389</b>
CONTINGENCY (15%)	\$15,358
SUB-TOTAL	\$117,747
ENGINEERING / DESIGN (6%)	\$7,065
<b>TOTAL PROJECT COST</b>	<b>\$124,812</b>



**Seminole County - Jetta Point Park (Plan B Upgrades)**

**PBS&J Cost Estimate (60% Design Documents)**

February 23, 2009

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL PRICE
			ADDITION	DEDUCTION	

<b>9 SOFTBALL COMPLEX ENTRY GATES</b>					
Softball Complex Entry Gates, Fencing & Columns	LS	1	\$39,100.00		\$39,100

<b>SUBTOTAL</b>	\$39,100
MAINTENANCE OF TRAFFIC	\$0
SUB-TOTAL	\$39,100
MOBILIZATION (4.5%)	\$1,760
SUB-TOTAL	<b>\$40,860</b>
CONTINGENCY (15%)	\$6,129
SUB-TOTAL	\$46,988
ENGINEERING / DESIGN (6%)	\$2,819
<b>TOTAL PROJECT COST</b>	<b>\$49,808</b>

ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE		TOTAL PRICE
			ADDITION	DEDUCTION	

<b>10 MITIGATION</b>					
Mitigation Costs	LS	1	\$185,000.00		\$185,000

<b>SUBTOTAL</b>	\$185,000
MAINTENANCE OF TRAFFIC	\$0
SUB-TOTAL	\$185,000
MOBILIZATION (4.5%)	\$0
SUB-TOTAL	<b>\$185,000</b>
CONTINGENCY (15%)	\$27,750
SUB-TOTAL	\$212,750
ENGINEERING / DESIGN (6%)	\$12,765
<b>TOTAL PROJECT COST</b>	<b>\$225,515</b>

## **ESTIMATE BASIS AND ASSUMPTIONS (PLAN B UPGRADES)**

**February 23, 2009**

### **PLAN B UPGRADES**

#### **Softball Fields**

- The estimate assumes that the Concession building will be three stories in height.
- The estimate is based upon providing two enlarged dugouts (10' wide by 60' long) at one field with one handicap accessible bathroom located in each dugout.
- The estimate assumes that a 1,500 seat aluminum bleacher will be designed, engineered and permitted by a manufacturer familiar with and experienced in such structures.
- The estimate assumes additional public restrooms will be required.
- The estimate assumes a 125 foot-candle maximum and a 100 foot-candle average illumination on the northeast field with a 70 foot-candle maximum and a 50 foot-candle average illumination on the remaining fields.
- The estimate assumes that 220 additional parking spaces and associated storm-water facilities and landscape/irrigation will be required on site.
- The estimate assumes that additional potable water and sanitary sewer connections will be required for the upgraded Concession building, dugouts and public restrooms.

#### **Multi-Purpose Fields**

- The estimate assumes two fields will be eliminated and that the remaining fields will be covered with synthetic turf and that the turf will extend ten feet beyond the edge of the playing field.
- The estimate assumes two fields will be eliminated and that one field will be lit to 30 foot-candle average illumination and the other field will be lit to 50 foot-candle average illumination. Arrangement will be a perimeter "European" style light pole layout.
- The estimate assumes enlargement of the storm-water ponds and additional grading/excavation based upon increased impervious area associated with the synthetic turf fields.
- The estimate assumes no over-excavation or excessive fill will be required for building foundations or flatwork (parking lots/sidewalks, etc).

#### **SITE AMENITIES**

- The estimate assumes that pavilions will be selected from manufacturer's standard catalog of models and accessories and that no custom engineering or fabrication will be involved. Includes costs for decorative (non-structural) column veneer to cover manufacturer's standard structural columns.
- The estimate assumes a 6' high, vinyl coated chain link fence will be provided around the site perimeter.



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Presentation of Results of the Preliminary Stormwater Funding Study

**DEPARTMENT:** Public Works

**DIVISION:** Roads-Stormwater

**AUTHORIZED BY:** Gary Johnson

**CONTACT:** Kim Ornberg

**EXT:** 2417

**MOTION/RECOMMENDATION:**

Based on the results of the Preliminary Stormwater Utility Program Funding Study, staff is seeking Board direction regarding approval to move forward with Phase II of the Stormwater Utility Funding Program.

County-wide

Kim Ornberg

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**BACKGROUND:**

A presentation of the findings and recommendations from the Preliminary Stormwater Utility (TMDL/Water Quality) Program Funding Study will be made by Steve Lienhart, P.E., from the consultant team URS/CDM. The presentation will include background information on the regulatory-driven TMDL Program, stormwater and water quality funding options, potential rates and rate structures, time frames, and credit/rate reduction options.

Based on the results of the study, staff is seeking Board direction on moving forward with Phase II which would include contracting the consultant to perform or assist in the performance of the following tasks:

- Conduct a detailed parcel-based analysis on each land use type and size, to more accurately determine rates.
- Prepare Adjustments Manual for determination of credits and other requested adjustments.
- Finalize the proposed Ordinance including the recommended rates and program details.
- Conduct additional Board briefings and final presentation.

Continuation of work on these tasks will keep the Stormwater Utility Funding Program on track to meet the statutory deadlines required to potentially generate revenue for FY2009/10 and will provide a more detailed and complete product for Boards' consideration of final approval. Funding for the continuation of the Project would be provided through transfer of existing stormwater program operating budget.

**STAFF RECOMMENDATION:**

Staff recommends that based on the results of the Preliminary Stormwater Utility Program Funding Study, the Board provide direction regarding approval to move forward with Phase II of the Stormwater Utility Funding Program.

**Additionally Reviewed By:**

- ☒ Budget Review ( Fredrik Coulter, Lisa Spriggs )
- ☒ County Attorney Review ( Matthew Minter )

# ANNUAL STORMWATER SERVICES ASSESSMENT

## *Initial Feasibility Study Results*

*Presentation to the*  
**Board of County Commissioners**

March 24<sup>th</sup>, 2009



**Stephen R. Lienhart, P.E.**  
Vice President, Water Resources  
URS Corporation

# Briefing Agenda

1. Stormwater Challenges, Costs and Funding Goals
2. The Stormwater Utility
3. Best Fit Algorithms
4. Next Steps

# Stormwater Challenges

## ❖ Flood Control

- Reduction of Existing Flooding Problems
- Maintenance of Drainage Infrastructure

## ❖ Water Quality

- MS4 Permit Compliance
- Total Maximum Daily Loads (TMDLs)
- Basin Management Action Plans (BMAPs)
- Stormwater Treatment Facilities

## ❖ Required Ancillary Support Activities

- Public Education and Outreach
- Monitoring and Assessments
- Annual Reporting





# Stormwater Costs

## ❖ Current Costs

## ❖ New Costs

- Capital Facilities
  - Lake Jesup BMAP
    - \$50M to \$90M
  - Other BMAPs
    - Presently evolving
    - Obligations not established
    - Costs are undefined
- Incremental O&M Efforts
  - Current Rough Estimates
    - \$8,316/year per \$Million of Installed Treatment Capacity
  - Lake Jesup Facilities
    - \$967,000
- New Program Costs

### FY 2008-09 BUDGET

<b>STORMWATER</b>		
77400	Roads/Stormwater	\$ 1,580,000
77430	Stormwater Quality/Roads	915,338
77432	Stormwater Field Operations Crew	1,836,252
77444	Contracted Services - Street Sweeping	150,000
77450	Lake Management Program	615,246
77530	Engineering - Stormwater CIP	1,545,974
77603	Water/Stormwater Grants*	-
Subtotal		\$ 6,642,810
<b>WATER QUALITY</b>		
77400	WQ Facilities O&M	170,000
77530	Engineering - Stormwater CIP	\$2,318,961
77600	Stormwater - 13000	-
77603	Water/Stormwater Grants*	-
Subtotal		\$ 2,488,961
<b>TOTAL EXISTING PROGRAM COSTS</b>		<b>\$ 9,131,771</b>

# Stormwater Funding Goals

## ❖ Funding Goals for First 5 Years of Stormwater Utility Operations

- Existing Program Activities and Costs  
(*Status Quo*) \$ 7,102,168
- Pollutant Load Reduction Activities and Costs  
(*New Projects and Program Enhancements*) \$ 7,262,943
- Holdback for Reserve \$ 147,512
- NET REVENUE NEED:  
(*5-Year Average*) **\$14,512,671**



# The Stormwater Utility

## ❖ SWU Concepts

- Operates as an Enterprise Fund and Supports Specific County Stormwater Activities
- Equitably Allocates Costs to Customers
- Bases Annual Fee on Customer Benefits
- Solution of Choice in 125+ Florida Communities

## ❖ Potential SWU Benefits

- Stable Funding Mechanism
- Improves County's Eligibility and Standing
- Off-Sets Existing Use of General Fund Revenues
- Demonstrates Commitment to FDEP
- Fair & Equitable Methodology



# ***Initial Seminole County Stormwater Utility Model***

## **❖ Cost Allocation**

- Residential Properties
  - Flat Rate Assessment for Most SFR Parcels
  - Two-Component Bill for Large SFR Parcels
- Non-Residential Properties
  - Developed Properties (Commercial, Industrial, etc.)
  - Vacant Properties
  - County and Franchise Wastewater Facilities
  - Sanitary and Construction Debris Landfills
- Very Few Exemptions
  - Agricultural Properties Regulated under FDACS
  - Conservation Lands
  - Natural Land (Raw Land = Undeveloped Property)



# ***Initial Seminole County Stormwater Utility Model***

## ❖ **Adjustments**

- **Agricultural Parcels**
  - Regulated under FDACS
  - 100% Credit
- **Stormwater Management Credits**
  - Credits for BMPs and Management Practices
  - Parcel Owner/Agent Must Apply for Credits
  - Owner Must Operate and Maintain BMPs
  - On-Line Application Process is Proposed
  - Random Inspections
  - Credits Sunset Periodically, Re-application Req'd



# ***Initial Seminole County Stormwater Utility Model***

## ❖ Adjustments continued

### ▪ SWU Adjustments Manual

- Eligibility Requirements
- Standardized Procedures
- Amount of Credit
  - Residential
  - Commercial/Industrial
  - Educational Credits
    - » Schools
    - » Churches



# *Initial Seminole County Stormwater Utility Model*

## ❖ Charges

### ▪ General Stormwater Services

- Based on Impervious Area
- Billing Unit: IABU (3,265 sq. ft. of Impervious Area)
- Charge: \$29.97 per IABU

### ▪ Annual Pollutant Discharges

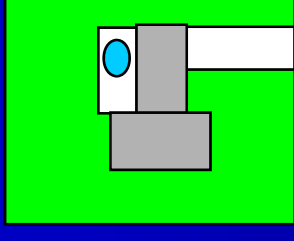
- Based on **Net** Annual Pollutant Load
- Billing Unit: Pounds of Nutrients ( TN + TP )
- Charge: \$14.64 per pound

### ▪ Administrative Services

- Flat Rate per Parcel
- Billing Unit: Parcel
- Charge: \$3.09 per parcel



# *Initial Seminole County Stormwater Utility Model*



## **Typical SFR Home**

### ■ **Characteristics**

- Lot Size: 0.2677 acres
- Impervious Area: 3,265 sq.ft.  
1.00 IABUs
- TN+TP Load: 2.44 pounds

### ■ **Annual Charge**

- General Stormwater Services \$29.97
- Pollutant Discharge \$35.62
- Fee
- Administrative Services \$ 3.09
- Total Annual Cost **\$68.77**





# *Initial Seminole County Stormwater Utility Model*

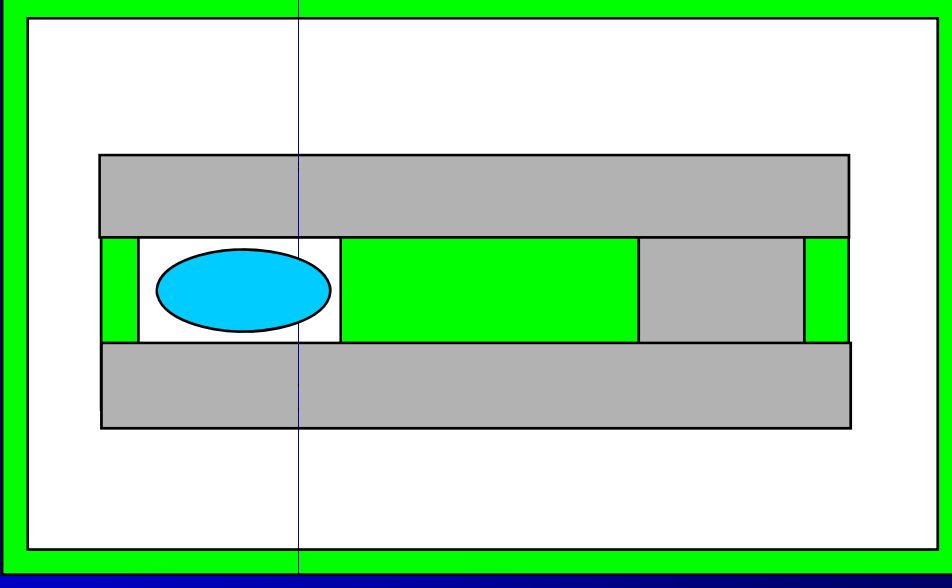
## Commercial Property

### ■ Characteristics

- Lot Size: 2.677 acres
- Impervious Area: 87,467 sq.ft.  
26.79 IABUs
- TN+TP Load: 47.21 pounds

### ■ Annual Charge

- General Stormwater Services \$ 802.90
- Pollutant Discharge
- Fee \$ 691.15
- Administrative Services \$ 3.09
- Total Annual Cost **\$1,497.14**



# Comparative Local SFR Costs

## ANNUAL SFR RATES

■ Sarasota County	\$87
■ Casselberry	\$84
■ Oviedo	\$84
■ Altamonte Springs	\$81
■ Longwood	\$72
■ Volusia County	\$72
■ <b>Seminole County</b> <i>(Stormwater + Water Quality)</i>	<b>\$69</b>
■ Sanford	\$67
■ Winter Springs	\$66
■ Lake Mary	\$36
■ Brevard County	\$36
■ <b>Seminole County</b> <i>(Stormwater Only)</i>	<b>\$35</b>



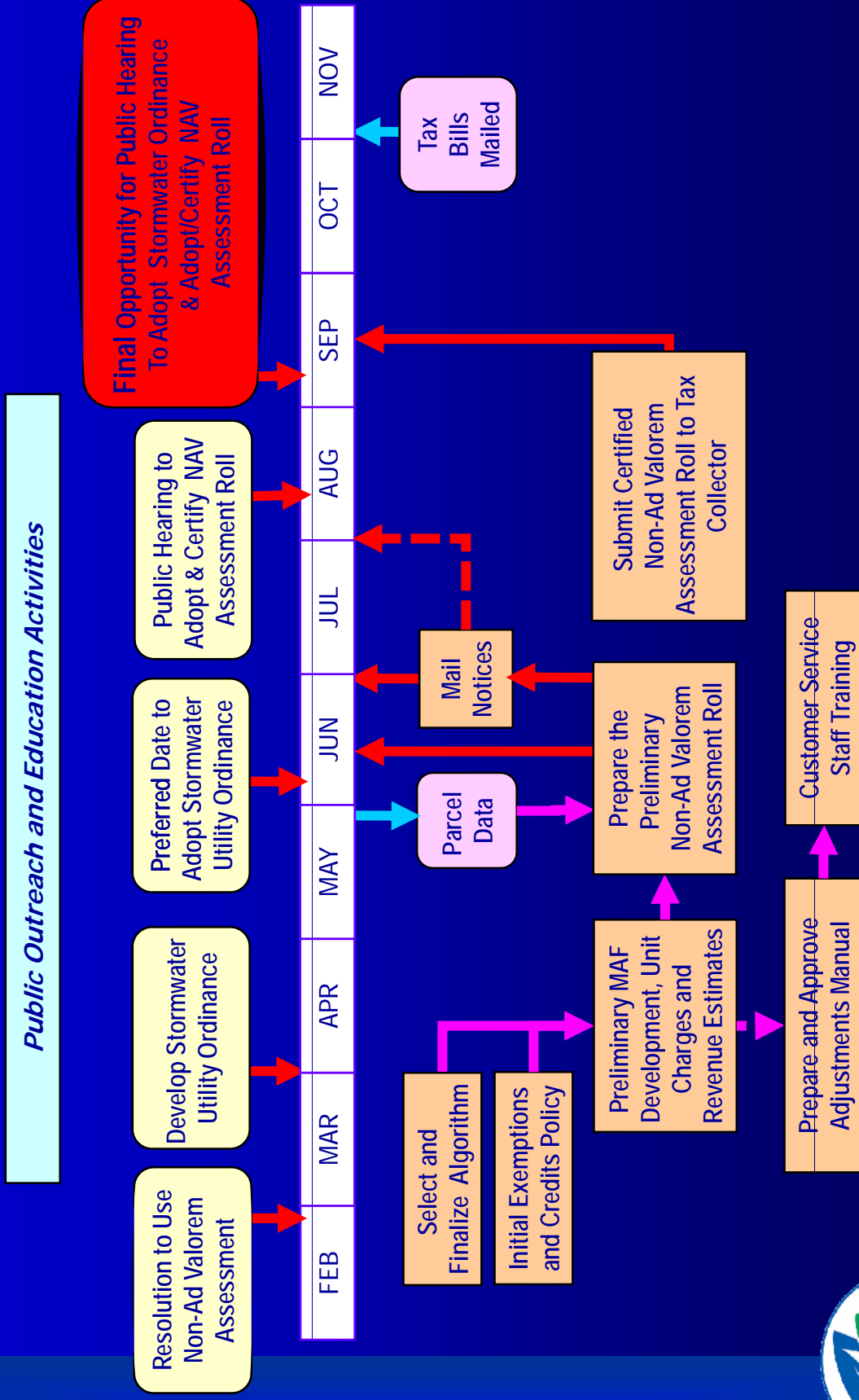
# Next Steps

- ❖ Phase IIa – Interim Tasks
  - Finalize Algorithm and Exemptions
  - Measure & Characterize Parcels
  - Prepare the Policy & Procedures Manual
  - Finalize the SWU Ordinance
- ❖ Phase IIb – Implementation Phase
  - Develop & Test the Master Account File
  - Prepare the Initial & Final Assessment Roll
  - Non-Ad Valorem Assessment Letters
  - Public Hearings
  - SWU Ordinance and Assessment Roll
  - Public Outreach Activities

Billing and Adjustments



# Timeline



# Critical Action Dates

Action Item	Preferred Action Date	Last Action Date	Legal Deadline
Resolution to Use NAV Assessment		2/24/09	2/28/09
Adopt Stormwater Ordinance	6/09/09	9/08/09	9/15/09
Mail Notice Letters	7/31/09	8/18/09	8/18/09
Public Hearing to NAV Assessment Roll	8/11/09	9/08/09	9/15/09
Submit Certified NAV Assessment Roll		9/10/09	9/15/09



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Presentation by Affordable Housing Advisory Committee (AHAC) Regarding Priority Recommendations.

**DEPARTMENT:** Community Services

**DIVISION:** Community Assistance

**AUTHORIZED BY:** Michele Saunders

**CONTACT:** Buddy Balagia

**EXT:** 2389

**MOTION/RECOMMENDATION:**

Consider the recommendations of the Affordable Housing Advisory Committee (AHAC) for adoption by March 31, 2009 as County policy to lower the cost and/or enhance the development of affordable housing for lower income households.

County-wide

Buddy Balagia

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**BACKGROUND:**

The function of the Seminole County Affordable Housing Advisory Committee (AHAC) is to recommend incentives, both monetary and non-monetary, for affordable housing production to meet the housing needs (i.e., market demand) of existing and future residents. The AHAC approached the Seminole County Board of County Commissioners (Board) on December 9, 2008 to present a comprehensive list of recommendations to achieve this goal.

The Board requested that the AHAC return with a prioritized list of recommendations, accompanied by projected costs, that it could consider for adoption. According to the SHIP Program regulations, the Board has until March 31, 2009 to make any such changes, for reporting to the Florida Housing Finance Corporation by May 2, 2009.

The AHAC recommendations are included with this Agenda Memorandum along with staff comments on each of the proposed recommendations.

**STAFF RECOMMENDATION:**

Consider the recommendations of the Affordable Housing Advisory Committee (AHAC) for adoption by March 31, 2009 as County policy to lower the cost and/or enhance the development of affordable housing for lower income households.

**ATTACHMENTS:**

1. Recommendations
2. Staff Comments

**Additionally Reviewed By:**

☒ County Attorney Review ( Arnold Schneider )



## **Seminole County Affordable Housing Advisory Committee**

The function of the Seminole County Affordable Housing Advisory Committee (AHAC) is to recommend incentives, both monetary and non-monetary, to provide incentives for affordable housing production to meet the housing needs (i.e., market demand) of existing and future residents. The AHAC approached the Seminole County Board of County Commissioners on December 9, 2008 to present a comprehensive list of recommendations to achieve this goal. The Board requested that the AHAC return with a prioritized list of recommendations it could consider for adoption. According to the SHIP Program regulations, the Board has until March 31, 2009 to make any such changes for reporting to the Florida Housing Finance Corporation by May 2, 2009.

The following prioritized policies are recommended to the Board by the AHAC for furthering the development, provision, and preservation of affordable housing in Seminole County. The only two policies that are required by the State to be in place were adopted years ago. The following recommendations are optional, but are strongly encouraged by the AHAC for adoption to reduce the cost of either providing or maintaining affordable housing for Seminole County's lower income households.

### **1. Public-Private Partnerships**

The County shall facilitate the establishment of collaborative partnerships between the County, developers, community, service providers, and nonprofit agencies.

Estimated Cost to County: \$0

### **2. LEED Certified Energy Efficiency**

The County shall encourage and promote LEED-Certified Energy Efficiency development in all affordable housing.

Estimated Cost to County: \$0

### **3. Density Flexibility - Zoning Changes**

The County shall assign a technical adviser that could expedite the rezoning process to reduce the amount of time it takes to obtain the R-AH (or similar) zoning classification.

Estimated Cost to County: \$0

### **4. Mentoring - Technical Training**

The County shall provide technical training to nonprofit agencies and developers who provide affordable housing.

Estimated Cost to County: \$0

### **5. Employer Assisted Housing - Leverage Private Employers**

The County shall participate in a private employer-assisted housing program by matching 1:3, up to a maximum of \$2,500 in County contribution. A maximum of \$50,000 in funds shall come from the annual SHIP allocation for lower income

households, including moderate income households (with incomes of up to 120% of the area median income).

Estimated Cost to County: \$0 in General Funding; only SHIP set-aside

**6. Impact Fee Waivers or Modifications - Reduction of fees or Waivers**

In urban high density areas where an existing infrastructure is being utilized, the County will consider reducing or rebating impact fees for senior and affordable housing through a waiver or exemption.

Estimated Cost to County: Only SHIP Program set-aside; no GR funds.

**7. Impact Fee Waivers or Modifications - Reduction of fees or Waivers**

In calculating impact fees which would reduce, subsidize or exempt impact fees for residential dwelling units ("DU"), the County will create additional designations that could be added to the existing structured fee schedule based on the type of residential dwelling unit, i.e., educational system impact fees, single family, multi family, disabled, senior, or mobile home.

Estimated Cost to County: Only SHIP Program set-aside; no GR funds.

**8. Linkage Fee Program**

The County shall explore further whether to adopt or create a Linkage Fee for the affordable housing program to fund a land bank.

Estimated Cost to County: \$0

## **Seminole County Affordable Housing Advisory Committee**

### **Recommendations with Staff Comments**

The following policies are recommended to the Board by the AHAC for furthering the development, provision, and preservation of affordable housing in Seminole County. The only two policies that are required by the State to be in place were adopted years ago. The following recommendations are optional, but are strongly encouraged by the AHAC for adoption to reduce the cost of either providing or maintaining affordable housing for Seminole County's lower income households.

Staff comments appear in red, and detail why the policy can or cannot work, or how it may be modified to be effective.

#### **Public-Private Partnerships**

The County shall facilitate the establishment of collaborative partnerships between the County, developers, community, service providers, and nonprofit agencies.

*Staff comment: The County's Community Development Office currently works closely with numerous (e.g.) for-profit, nonprofit, and quasi-public developers, housing service providers, housing agencies, city governments, and other agencies to develop housing assistance programs, construct or rehabilitate housing, and otherwise provide assistance to lower income households to make housing affordable. Funding is currently provided by the Board of County Commissioners on an annual basis to one or more housing assistance agencies, from both the General Fund and from various grant programs, to provide housing assistance, rehabilitate existing housing, to construct new housing for lower income households, to house homeless individuals and families, and/or to prevent homelessness.*

#### **LEED Certified Energy Efficiency**

The County shall encourage and promote LEED-Certified Energy Efficiency development in all affordable housing.

*Staff comment: The cost of LEED-Certified amenities and improvements versus long-term savings should be considered either on a standard typical unit or on a case-by-case basis as developed (i.e., how long would it take to pay for itself?). Some builders estimate that LEED construction adds only 4-5% to building costs. However, other programs may be equally as effective.*

#### **Density Flexibility - Zoning Changes**

The County shall assign a technical advisor that could expedite the rezoning process to reduce the amount of time it takes to obtain the R-AH (or similar) zoning classification.

*Staff comment: Although there is no one ombudsman-type staff person or "one-stop shop" within the County for this purpose, any builder/developer may approach one or more of particular personnel, including certain staff persons in the Planning Division, the Development Review Division, or the Community Assistance Division for a wealth of*

information and guidance on this process, and to fill the role of a technical advisor. These divisions work well together in various ways to maintain up-to-date information. Incidentally, no new R-AH zoning classifications will be allowed after the Land Development Code is updated and another mixed-use zoning classification is being introduced to allow for more flexible housing development.

### **Mentoring - Technical Training**

The County shall provide technical training to nonprofit agencies and developers who provide affordable housing.

*Staff comment: As part of its monitoring efforts, and any time upon request, the County currently offers on-site (and telephone) training, guidance, and technical assistance in its various housing assistance programs, and also notifies applicable agencies when HUD- and State-provided training is available. The County recently mentored one developer to become a Community Housing Development Organization (a CHDO, who is eligible to receive HOME Program set-aside funding), and another is being mentored. Also, the Housing Nonprofit Roundtable could be reinstituted on a quarterly basis to provide a forum for networking, idea-sharing, questions, etc.*

### **Employer Assisted Housing - Leverage Private Employers**

The County shall participate in a private employer-assisted housing program by matching 1:3, up to a maximum of \$2,500 in County contribution. A maximum of \$50,000 in funds shall come from the annual SHIP allocation for lower income households, including moderate income households (with incomes of up to 120% of the area median income).

*Staff comment: This would entail setting aside funding from the annual SHIP allocation specifically for this purpose (no General Revenue funds).*

### **Impact Fee Waivers or Modifications - Reduction of fees or Waivers**

In urban high density areas where an existing infrastructure is being utilized, the County will consider the feasibility of reducing or rebating impact fees for senior and affordable housing through a waiver or exemption.

*Staff comment: Due to bond covenants in financing capital improvements related to housing and commercial development, impact fee reductions or partial waivers are not currently allowed. This is true even in areas with existing infrastructure; since impact fees pay for capacity (development pays for the expansion of facilities after the fact by paying off the bond). (Dedicated senior developments are currently allowed exemptions from school impact fees only.) General Fund rebates are currently used for affordably homebuyer priced units, and an expansion of these might be more reasonable, assuming adequate funding is available (funding is severely limited since Amendment 1, adopted in January 2008). The County offers up to 50% rebates on impact and water/sewer connection fees on new housing priced at affordable levels. The funding appropriation is approximately \$20,000 per year and has not been widely used (no applications have been made at all in the past approximately three years). Also, please note that these rebates are offered on **affordably priced units**, not necessarily units that are actually **occupied** by lower income households, due to monitoring concerns*

*(staff time and resources). It is recommended that, if any such rebates are funded for elderly or affordable units, that those units be required to remain dedicated to those purposes (i.e., elderly or low income occupants for a minimum period). This raises monitoring concerns in that adequate staff would need to be dedicated to ensuring that initial and subsequent occupants are income-eligible during the affordability period.*

#### **Impact Fee Waivers or Modifications - Reduction of fees or Waivers**

In calculating impact fees which would reduce, subsidize or exempt impact fees for residential dwelling units ("DU"), the County will create additional designations that could be added to the existing structured fee schedule based on the type of residential dwelling unit, i.e., educational system impact fees, single family, multi family, disabled, senior, or mobile home.

*Staff comment: Due to bond covenants in financing capital improvements, exemptions, waivers, or reductions are not currently allowed. Rebates are currently used, and an expansion of these might be more reasonable, assuming adequate funding is available. Any type of fee subsidy should perhaps be limited to bona-fide and dedicated affordable housing, i.e., housing whose occupancy is restricted to lower income households for a defined minimum period. Again, this raises monitoring concerns, in that adequate staff would need to be dedicated to ensuring that initial and subsequent occupants are income-eligible during the affordability period.*

#### **Linkage Fee Program**

The County shall explore further whether to adopt or create a Linkage Fee for the affordable housing program to fund a land bank.

*Staff comment: The City of Winter Park has such a program. Other similar programs in Florida or elsewhere can be researched, assessed for local acceptability (does it affect construction wages, construction costs, commercial/industrial rents/prices, and/or construction activity?) and efficiency (would it generate sufficient funding for affordable housing linked to job creation?), and modified (voluntary? non-residential only?). A linkage fee can be generated by non-residential development (and therefore tied to job creation), or by all development (including residential), and possibly with specific exemptions (e.g., dedicated affordable housing). The HBA or other interested parties should perhaps be contacted for an opinion.*



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## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Budget Amendment Status Report FY 2008/09 - for the Period Ending February 28, 2009

**DEPARTMENT:** Fiscal Services

**DIVISION:** Budget

**AUTHORIZED BY:** Lisa Spriggs

**CONTACT:** Lin Polk

**EXT:** 7177

**MOTION/RECOMMENDATION:**

Informational Budget Amendment Status Report FY 2008/09 - for the five month period ending February 28, 2009.

County-wide

Lin Polk

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**BACKGROUND:**

Pursuant to Seminole County Administrative Code 22.5, Section I(3)(b), the Board of County Commissioners has empowered the County Manager or designee, as designated Budget Officer, to authorize specified intra-departmental budget amendments. In compliance with Section I(4)(b) of the referenced code, reporting is being provided to the Board of all budget amendments approved under the administrative authority granted and of budgetary performance and status throughout the fiscal year.

Seminole County Administrative Code 22.5, Section I (3)(b) authorizes the following:

"(i) Transfers of non-project appropriations within a fund or subfund and within a department or division that do not alter or amend a Department's or Division's Board approved work plan.

(ii) Transfers of appropriations among subfunds/business units and object classifications established to facilitate compliance with a specific grant funding agreement.

(iii) Transfers among sub-objects within a project within a fund or subfund or among a Family of Projects, when deemed necessary as a management tool.

(iv) Transfer from Project Contingency to provide additional funds required for a deficient capital outlay project.

(v) Transfer to Project Contingency from a capital outlay project upon completion of the unexpended budget.

(vi) Transfer required for the sole purpose of proper accounting treatment of the item, which do not modify the original budgetary intent."

Attached is status report for all FY 2008/09 intra-departmental budget amendments approved (under the administrative authority granted) for the five month period ending February 28th, 2009.

**ATTACHMENTS:**

1. Budget Transfer Update 08/09
2. Infrastructure Sales Tax (1991) Project Contingency 08/09
3. Infrastructure Sales Tax (2001) Project Contingency 08/09
4. Arterial Impact Fee 08/09
5. Natural Lands/Trails Project Contingency 08/09

<b>Additionally Reviewed By:</b> No additional reviews
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**DFS REPORT  
FY 2009**

DFS #	Date Approved by County Manager	Fund Name		Division	From Business Unit Name	To Business Unit Name	From (Object Class)		From Project Name	To Project Name	Amount	Transfer Type I(3)(b)	Description
		Department					To (Object Class)						
09-01	10/15/08	General Fund		Greenways & Trails	Various	Various	Operating Expenditures						
		Leisure Services					Operating Expenditures				\$ 319,837	(vi)	Accounting Adjustment
09-03	10/23/08	Various Public Works		Engineering	Unchanged	Unchanged	Capital Outlay		Project Contingency	Airport Boulevard	\$ 125,000	(iv)	Additional funding
09-04	10/23/08	01 Sales Tax Public Works		Engineering	Unchanged	Unchanged	Capital Outlay		Project Contingency	CR 46A at Colonial	\$ 50,000	(iv)	Additional funding
09-02	11/19/08	General Fund Various		Various	Various	Various	Revenue				\$ 9,283,480	(vi)	Accounting Adjustment
09-05	12/01/08	General Fund Public Safety		Admin	Ems Perf Mngmt	Director's Office	personal Services				\$ 8,574	(i)	Accounting Adjustment
09-06				Void								vi	Void
09-08				Void									Void
09-09	11/20/08	Public Safety Grants		Emergency Management	Unchanged	Unchanged	Operating Expenditures						
		Public Safety					Operating Expenditures				\$ 24,016	vi	Accounting Adjustment
09-10	12/16/08	General Fund Constitutional Officers		Sheriff	Unchanged	Unchanged	Revenue				\$ 142,951	vi	Accounting Adjustment
09-11	12/16/08	Fire Protection Fund Public Safety		EMS/Fire/Rescue	Ems/Fire Operations	EMS/Fire Admin	personal Services				\$ 125,507	(vi)	Accounting Adjustment
09-07	12/19/08	Various		Various	Unchanged	Unchanged	Internal Charges / Other			CRA's	\$ 353,710	(i)	Operational Adjustment
		Various					Grants & Aids						
09-12	01/09/09	2001 Sales Tax Public Works		Engineering	Unchanged	Unchanged	Capital Outlay		Snowhill Road Sidewalk	Contingency	\$ 98,060	(v)	Completed Project
		Public Works					Capital Outlay						
09-13	12/23/08	General Fund Information Technology Services		Enterprise Software	Unchanged	Unchanged	Operating Expenditures						
							Capital Software				\$ 35,220	(vi)	Accounting Adjustment
09-14	01/09/09	Natural Lands / Trails Public Works		Engineering	Unchanged	Unchanged	Capital Outlay		Cross Semhle Trail	Contingency	\$ 88,920	(v)	Completed Project
		Public Works					Capital Outlay						
09-16	02/10/09	General Fund Library		Various	044203 and 044205	044202	personal Services				\$ 83,967	(i)	Operational Adjustment
		Library					personal Services						
09-17	02/10/09	17/92 Redevelopment TI Fund Planning & Development		Planning	Unchanged	Unchanged	Reserve for Contingency Capital Improvement Contingency				\$ 5,825,019	(vi)	Accounting Adjustment

Infrastructure Sales Tax (1991)  
Project Contingency

Beginning Balance	Adopted Budget	362,434
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BAR/BCR/DFS #	Project #	Project Name
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DFS 09-03	00006102	Airport Boulevard Phase II & III	(51,250)
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Ending Balance	311,184
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Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.

\*Shaded area has been previously reported.

Infrastructure Sale Tax (2001)  
Project Contingency

Beginning Balance	Adopted Budget	400,000
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BAR/BCR/DFS #	Project #	Project Name	
DFS 09-04	00191659	CR 46A at Colonial Parkway	(50,000)
DFS 09-12	00192594	Snowhill Road Sidewalk	98,060

Ending Balance	448,060
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Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.

\*Shaded area has been previously reported.

Arterial Impact Fee  
Project Contingency

Beginning Balance	Adopted Budget	78,156
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BAR/BCR/DFS #	Project #	Project Name
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DFS 09-03	00006102	Airport Boulevard Phase II & III	(73,750)
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Ending Balance	4,406
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Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.

Natural Lands / Trails  
Project Contingency

Beginning Balance	Adopted Budget	-
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BAR/BCR/DFS #	Project #	Project Name
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DFS 09-14	00187702	Cross Seminole Trail	88,920
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Ending Balance	88,920
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Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Legislative Update

**DEPARTMENT:** County Manager Office

**DIVISION:**

**AUTHORIZED BY:** Cindy Coto

**CONTACT:** Sabrina O'Bryan

**EXT:** 7224

**MOTION/RECOMMENDATION:**

Brief the Board of County Commissioners on legislative activities.

County-wide

Sabrina O'Bryan

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**BACKGROUND:**

Staff will be reporting information on the latest legislative activities.

<b>Additionally Reviewed By:</b> No additional reviews
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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Revisions to Seminole County Code Chapter 40.

**DEPARTMENT:** Planning and Development      **DIVISION:** Building

**AUTHORIZED BY:** Dori DeBord

**CONTACT:** Tom Helle

**EXT:** 7338

**MOTION/RECOMMENDATION:**

Approve and authorize the chairman to execute an ordinance amending Chapter 40 sections 40.2, 40.20, 40.22 and 40.24 Seminole County Code.

County-wide

Tom Helle

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**BACKGROUND:**

The Building Division issues competency cards (comp cards) in accordance with Chapter 40 Seminole County Code to registered contractors. The comp card is reciprocity to a license that was issued by another jurisdiction within the state of Florida. At present the ordinance contains some outdated nomenclature and definitions and a requirement for the applicant to hold the license issued by the local jurisdiction for a period of not less than five (5) years before the Division can issue a comp card. The proposed revisions to the code clarify the outdated nomenclature and definitions, and remove the five (5) year licensure requirement. In addition to clarifying the language and definitions, the revisions if approved will allow for a larger number of qualified registered contractors to work within Seminole County that presently cannot due to the requirements of the current ordinance.

**STAFF RECOMMENDATION:**

Staff recommends that the board approve and authorize the chairman to sign an ordinance amending Chapter 40 of the Seminole County Code.

**ATTACHMENTS:**

1. Economic Impact Statement
2. Ordinance

**Additionally Reviewed By:**

☒ County Attorney Review ( Melissa Clarke )

# ECONOMIC IMPACT STATEMENT

**DATE:** January 20, 2009

**DEPT./DIVISION:** P & D/Building

**CONTACT PERSON:** Tom Helle

**EXTENSION:** 7338

**DESCRIBE PROJECT/PROPOSAL:** Revision to Chapter 40 Seminole County Code. The changes are procedural changes to the process we currently use to issue competency cards to registered contractors.

**DESCRIBE THE DIRECT ECONOMIC IMPACT OF THE PROJECT/ PROPOSAL UPON THE OPERATION OF THE COUNTY:** None

**DESCRIBE THE DIRECT ECONOMIC IMPACT OF THE PROJECT/ PROPOSAL UPON THE PROPERTY OWNERS/TAX PAYERS/CITIZENS WHO ARE EXPECTED TO BE AFFECTED:** None.

**IDENTIFY ANY POTENTIAL INDIRECT ECONOMIC IMPACTS, POSITIVE OR NEGATIVE WHICH MIGHT OCCUR AS A RESULT OF THE PROJECT PROPOSAL:** None

AN ORDINANCE AMENDING SECTION 40.20, CHAPTER 40, SEMINOLE COUNTY CODE; AMENDING THE DEFINITIONS IN CONNECTION THEREWITH; AUTHORIZING THE BUILDING DIVISION TO ISSUE A COMPETENCY CARD TO A CONTRACTOR REGISTERED IN ANOTHER JURISDICTION IN THE STATE OF FLORIDA; AMENDING THE REQUIREMENTS FOR THE ISSUANCE OF A COMPETENCY CARD TO A PERSON APPLYING ON BEHALF OF A PARTNERSHIP, CORPORATION, TRUST OR OTHER LEGAL ENTITY; SPECIFYING THE CRITERIA AND REQUIRED DOCUMENTS FOR THE ISSUANCE OF A COMPETENCY CARD; DELETING THE REFERENCE TO THE SEMINOLE COUNTY CONSTRUCTION LICENSING BOARD'S ISSUANCE OF A LICENSE; AMENDING SECTION 40.22 BY SPECIFYING THE CRITERIA AND REQUIRED DOCUMENTS FOR THE RENEWAL OF A COMPETENCY CARD; AMENDING SECTION 40.24 BY CHANGING ALL REFERENCES TO OCCUPATIONAL LICENSE TO BUSINESS TAX RECEIPT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Seminole County no longer issues licenses to practice construction in Seminole County; and

WHEREAS, the Board desires to amend Section 40.20 to authorize the Building Division to issue a competency card to a contractor registered in another jurisdiction in the State of Florida; and

WHEREAS, the Board desires to amend Section 40.20, Seminole County Code, to specify the requirements for the issuance of a competency card to a contractor registered in another jurisdiction in the State of Florida.

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

**Section 1. AMENDMENT TO DEFINITIONS.**

Section 40.2, Seminole County Code, is hereby amended to read:

**Sec. 40.2 Definitions.**

As used in this Chapter and unless the context requires otherwise, the following terms shall mean as follows:

*Abandon or abandonment:* (1) Termination of a construction project by a contractor without just cause or proper notification to the owner including the reason for termination. (2) Failure of a contractor to perform work without just cause for 180 days. (3) Failure to obtain an approved inspection within 180 days from the previous approved inspection.

*Apprentice electrician:* A helper or assistant to a journeyman electrician who is not qualified to work on electrical construction alone.

*Apprentice plumber:* A helper or assistant to a journeyman or master plumber who is not qualified to work on plumbing construction without supervision.

*Building (verb):* The removal, disassembly, repair, replacement, installation or assembly of the building, structure, building system or building components in whole or parts thereof.

*Building component:* An element or assembly of elements integral to or part of a building.

*Building contractor:* A contractor, general contractor, building contractor or residential building contractor all as defined by Florida Statutes Section 489.105(3).

*Building shell:* The structural components that completely enclose a building, including, but not limited to, the foundation, structural frame, floor slabs, exterior walls and roof system.

*Building system:* A functionally related group of elements, components and/or equipment, such as the electrical, plumbing and mechanical systems of a building.

~~Certificate of Competency: A written statement issued by the State of Florida evidencing that a specified person is qualified to engage in contracting, subcontracting or other specific construction trade.~~ The meaning attributed in Florida Statutes, Chapter 489, or successor provisions.

Competency Card: A card issued by the Building Division of Seminole County which evidences that a specified person is competent to practice construction in Seminole County. Said card is issued based on registration as a contractor in another jurisdiction in the State of Florida and satisfaction of all requirements of section 40.20 Seminole County Code.

*Certificate of occupancy (C.O.):* A written statement issued by the County evidencing that a structure substantially satisfies all County construction requirements and may be occupied.

*Certified contractor:* Any contractor who possesses a certificate of competency issued by the State of Florida.

*Change of occupancy:* A change from one code occupancy classification or sub-classification to a different one.

*Demolition:* The act of razing, dismantling or removal of a building or structure, or portion thereof, to the ground level.

*Electrical construction:* All work and materials used in installing, maintaining, extending and/or connecting a system of electrical wiring for light, heat or power and appurtenances, apparatus or equipment used in connection therewith; provided, however, that this definition shall not include work and materials outside the scope and purview of those standards set forth in Section 40.61.

~~*Electrical contractor:* A person who holds a master electrician's certificate of competency and who is engaged in the business of electrical construction and possesses the experience and technical knowledge to plan, lay out and supervise the installation of electrical wiring, apparatus or equipment for light, heat or power; or a partnership,~~

~~corporation, business trust or other legal entity operating under a master electrician's certificate of competency issued for its use and benefit in the name of a master electrician.~~

*Electrician:* A person qualified under the terms and provisions of this Chapter who is engaged in the trade or business of electrical construction.

*FCILB:* The Florida Construction Industry Licensing Board.

*Imminent danger:* (1) A structurally unsound condition of a structure which could cause physical injury to persons or property; or (2) a structurally unsound condition of a structure which could cause a portion of the structure to detach or move and create potential for physical injury to persons or property; or (3) a structural condition which harbors or is inhabited by pests, vermin, or organisms injurious to human health.

*Journeyman electrician:* A person qualified under the terms and provisions of this Chapter who possesses the training, and technical knowledge to install electrical wiring, apparatus, or equipment for light, heat or power and who is capable of performing electrical work under the supervision of a master electrician.

*Licensed contractor:* A contractor certified by the State of Florida or the local jurisdiction who has satisfied all state or local requirements to be actively engaged in contracting.

*Maintenance electrician:* A journeyman electrician who is regularly employed by only one person to maintain and make minor repairs to the electric wiring, apparatus, and equipment, which is installed, contained, and used upon the premises or within buildings owned, occupied, or controlled by the person for whom he is a full-time employee.

*Maintenance plumber:* A person who is qualified as a journeyman plumber but who is regularly employed to maintain and make only minor repairs to the plumbing, piping, apparatus, and equipment which is installed, contained, and used upon the premises or in a building owned, occupied or controlled by the person who employs him full time.

*Mechanical contractor:* A person who is a Class A air conditioning contractor, or a Class B air conditioning contractor or a Class C air conditioning contractor or a mechanical contractor, all as defined in Florida Statutes Ch. 489, as amended.

*Permit:* A written statement issued by the County authorizing performance of a specific activity regulated by this Code.

~~*Plumbing contractor:* A person engaging in the business of plumbing contracting who holds a current master plumber's certificate of competency or state certification, or in the~~



~~alternative a partnership, corporation, business trust or other legal entity operating under a current master plumber's certificate of competency or state certification issued for its use and benefit in the name of another.~~

*Pump installer:* Any person engaged in the business of installing or repairing pumps and pumping equipment.

*Registered contractor:* Any person who holds an active license from any jurisdiction within the State of Florida, who has been found competent to perform the work on the license and achieved a passing grade on a written exam germane to the licensed trade.

*Registered Electrical contractor:* A person who holds a master electrician's competency card as defined in this Chapter and who is engaged in the business of electrical construction and possesses the experience and technical knowledge to plan, lay out and supervise the installation of electrical wiring, apparatus or equipment for light, heat or power; or a partnership, corporation, business trust or other legal entity operating under a master electrician's competency card as defined in this Chapter issued for its use and benefit in the name of a master electrician.

*Registered Plumbing contractor:* A person engaging in the business of plumbing contracting who holds a current master

plumber's competency card as defined in this Chapter or state certification, or in the alternative a partnership, corporation, business trust or other legal entity operating under a current master plumber's competency card as defined in this Chapter or state certification issued for its use and benefit in the name of another.

*Remodeling:* Work which changes the original size, configuration or materials of a structure.

*Specialty contractor:* A contractor whose scope of work and responsibility is limited to a particular phase of construction and whose scope is limited to a subset of the activities as described in Florida Statutes Chapter 489.

*Stop work order:* An order by the Building Official, or his designee, which requires the immediate cessation of all work and activities described in the order.

*Structural component:* Any part of a system, building or structure, load bearing or non-load bearing, which is integral to the structural integrity thereof, including but not limited to walls, partitions, columns, beams and girders.

*Structural work or alteration:* The installation or assembling of new structural components into a system, building or structure; or any change, repair or replacement of any

existing structural component of a system, building or structure.

**Section 2.** Amendment to application for license; information required.

Section 40.20 is hereby amended to read:

Sec. 40.20. Application for ~~license~~ competency card; information required.

(a) Any person desiring a ~~certificate of~~ competency card for a registered contractor required herein shall file a written application with the Building Division upon a form provided by the Building Division. The applicant shall appear in person, present valid government issued photo identification and sign all related documents including the competency card.

(b) In addition to all other information required, the person applying for the ~~certificate~~ competency card shall state on the application form the class or kind, if any, of ~~certificate~~ competency card for which he is applying.

(c) ~~In addition, any person who is applying~~ A contractor may apply on behalf of, or for the use and benefit of, any partnership, corporation, business trust or other legal entity ~~shall state on the certificate application form provided that~~ the contractor signs the application and competency card and

provides the names and addresses of all officers and/or partners in said entity.

(d) The ~~appropriate~~ Seminole County ~~construction licensing board~~ Building Division will not issue a ~~license competency card~~ to any person to practice construction in Seminole County unless:

(1) ~~The applicant is certified by the State of Florida in the respective class he wishes to practice, if the State has certification for such class of construction; or~~

~~(2) The applicant, at the time of application, is registered in another jurisdiction in the State of Florida or possesses a Certificate of Competency from another jurisdiction in the State, where he has passed a written examination administered by a recognized testing agency which is germane to the requested license competency card. and held an active license in the respective class in which he wishes to practice for a period of not less than five years; or~~

(2) In addition, the applicant shall hold an active license from that jurisdiction in the respective class in which the applicant wishes to practice and the applicant shall submit a letter from that jurisdiction dated within seven days of the date of application for the competency card stating that the applicant's license is active and in good standing. The letter

shall also include the date that the applicant passed the applicable written examination, the resulting test scores, the applicant's trade, and any disciplinary actions. The Building Division will not issue a competency card to any registered contractor who is undergoing an active disciplinary hearing or who has any sanctions by the State or local governments within the past twelve (12) months.

~~(3) If the State does not have certification for such class of construction, and the applicant is not registered or does not possess a Certificate of Competency in another jurisdiction in the State, the applicant may, if available, take a written examination to be administered by a recognized testing agency selected by the appropriate County contractor licensing board regarding the subject class of construction. If the applicant passes said examination, has at least five years experience in said class of construction and does not have any sanctions by the State or local governments during the five years preceding the application regarding any class of construction, the applicant may be licensed.~~

(e) Notwithstanding any other provision of this Chapter, all persons having a license competency card in Seminole County, upon the effective date of this subsection, will be allowed to continue practicing construction in Seminole County as long as

they maintain an active ~~license~~ competency card in good standing in Seminole County.

**Section 3. Amendment to Certificate expiration and renewal.**

Section 40.22 is hereby amended to read:

Section 40.22. Certificate Competency Card expiration and renewal.

(a) Certificates Competency cards issued pursuant to the provisions of this Part shall expire on the date the license upon which the competency card was issued expires. Any contractor desiring to renew the competency card shall provide a letter from the jurisdiction that issued the license dated within seven days of the renewal request. Such letter shall verify that the contractor's license is active and shall state any current disciplinary actions as well as any sanctions against said license within the past twelve (12) months. ~~every year beginning on the dates indicated below:~~

~~TABLE INSET:~~

<del>Class of Certificate</del>	<del>Expiration Date</del>
<del>Building contractors.....</del>	<del>September 30, 1991</del>
<del>Electrical contractors and journeymen electricians.....</del>	<del>September 30, 1992</del>

Mechanical contractors.....	September 30, 1991
Plumbing contractors and journeymen plumbers.....	September 30, 1992
Swimming pool contractors.....	September 30, 1991
Well drilling or pump installation or repair contractors.....	September 30, 1992

(b) Any ~~certificate~~ of competency card required herein which is not renewed within 90 days after its expiration shall be void and shall not be renewed. ~~the holder thereof shall not be issued another such certificate.~~ A contractor who has not renewed a competency card within 90 days after its expiration is required to apply for a new competency card pursuant to the requirements in section 40.20.

(c) Nothing in this Section shall be construed to authorize a person to operate without an appropriate and current ~~certificate of competency card~~ or State certification.

**Section 4. Amendment to requirement for occupational license.**

Section 40.24 is hereby amended to read:

Section 40.24. ~~Occupational License.~~ Business Tax Receipt.

(a) It shall be unlawful for any person to engage in a business regulated by the provisions of this Chapter or in the capacity of being a contractor regulated herein without the ~~occupational license~~ business tax receipt required by law.

(b) It shall be unlawful for any person to engage in the business of being a journeyman electrician or plumber without the ~~occupational license~~ business tax receipt required by law.

(c) No person shall be issued ~~an occupational license~~ a business tax receipt for any business, trade or profession regulated in this Chapter if such person does not hold the appropriate ~~certificate of~~ state issued license or competency card required herein.

**Section 5. Codification.** It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Seminole County Code and the word "ordinance" may be changed to "section," "article," or other appropriate word or phrase and the sections of this Ordinance may be renumbered or relettered to accomplish such intention; providing, however, that Sections 5, 6 and 7 shall not be codified.

**Section 6. Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.



**Section 7. Effective Date.** This Ordinance shall take effect on \_\_\_\_\_, 2009, or upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners, whichever is later.

**ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

\_\_\_\_\_  
BOB DALLARI, Chairman

P:\Users\ssharrer\ORD\Issuance of Competency Cards.docx  
2/25/09



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM****SUBJECT:** Hickman Circle (Lots 5, 6, 12, 13, & 14) Rezone from M-1A to M-1**DEPARTMENT:** Planning and Development      **DIVISION:** Planning**AUTHORIZED BY:** Dori DeBord**CONTACT:** Joy Williams**EXT:** 7399**MOTION/RECOMMENDATION:**

1. Approve the request and enact an ordinance for a rezone from M-1A (Very Light Industrial) to M-1 (Industrial) for 7.55 ± acres, located approximately 1 mile north from the intersection of W SR 46 and Hickman Drive, and authorize the Chairman to execute the aforementioned document, based on staff findings (Renzulli Properties LLC / David Rodd, McKee Construction); or
2. Deny the request for a rezone from M-1A (Very Light Industrial) to M-1 (Industrial) for 7.55 ± acres, located approximately 1 mile north from the intersection of W SR 46 and Hickman Drive, and authorize the Chairman to execute the Denial Development Order (Renzulli Properties LLC / David Rodd, McKee Construction); or
3. Continue the item to a time and date certain

District 5 Brenda Carey

Joy Williams

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**BACKGROUND:**

The applicant is requesting a rezone from M-1A (Very Light Industrial) to M-1 (Industrial) for 7.55 ± acres, for the purpose of future development that is consistent with the permitted uses under the M-1 zoning district. Upon approval of the requested rezone; the applicant intends to apply for a special exception that must be approved by the Board of Adjustment to allow for the storage of fuel. Approval of the rezone request would allow for those uses under the M-1A (Very Light Industrial) district as well as those uses under the C-3 (General Commercial and Wholesale) district.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission met on February 4, 2009 and voted unanimously to recommend approval of the request to rezone from M-1A (Very Light Industrial) to M-1 (Industrial) for 7.55 ± acres, located approximately 1 mile north from the intersection of W SR 46 and Hickman Drive.

**STAFF RECOMMENDATION:**

Staff recommends approval of the request to rezone from M-1A (Very Light Industrial) to M-1 (Industrial) for 7.55 +/- acres, located approximately 1 mile north from the intersection of W SR 46 and Hickman Drive.

**ATTACHMENTS:**

1. Staff Report
2. Location Map
3. Future Land Use Zoning Map
4. Aerial Map
5. Rezoning Ordinance
6. Denial Development Order
7. LPA P and Z Meeting Minutes

**Additionally Reviewed By:**

☒ County Attorney Review ( Kathleen Furey-Tran )

<b>HICKMAN CIRCLE</b> <b>Rezone from M-1A to M-1</b>		
<b>APPLICANT</b>	Renzulli Properties LLC / David Rodd, McKee Construction	
<b>PROPERTY OWNERS</b>	Renzulli Properties LLC	
<b>REQUEST</b>	Rezone from M-1A (Very Light Industrial) to M-1 (Industrial)	
<b>PROPERTY SIZE</b>	7.55 + acres	
<b>HEARING DATE (S)</b>	P&Z: February 4, 2009	BCC: March 24, 2009
<b>PARCEL ID</b>	20-19-30-5FL-0B00-0050, 0060, 0120, 0130, 0140	
<b>LOCATION</b>	Located approximately 1 mile north from the intersection of W SR 46 and Hickman Drive	
<b>FUTURE LAND USE</b>	IND (Industrial)	
<b>ZONING</b>	M-1A (Very Light industrial)	
<b>FILE NUMBER</b>	Z2008-62	
<b>COMMISSION DISTRICT</b>	#5 – Carey	

**Proposed Development:**

The applicant proposes future construction that is consistent with the permitted uses under the M-1 zoning classification, along with proposed storage of fuel that would require a Special Exception approved by the Board of Adjustment.

**ANALYSIS OVERVIEW:**

**ZONING REQUEST**

The following table depicts the minimum regulations for the current zoning district of M-1A (Very Light Industrial) and the requested zoning district of M-1 (Industrial).

<b><i>DISTRICT REGULATIONS</i></b>	<b><i>Existing Zoning (M-1A)</i></b>	<b><i>Proposed Zoning (M-1)</i></b>
<b>Minimum Lot Size</b>	N/A	N/A
<b>Minimum House Size</b>	N/A	N/A
<b>Minimum Width at Building Line</b>	N/A	N/A
<b>Front Yard Setback</b>	25'	25'
<b>Side Yard Setback</b>	10'	10'
<b>(Street) Side Yard Setback</b>	25'	25'
<b>Rear Yard Setback</b>	10'	10'
<b>Maximum Building Height</b>	35'	35'

**COMPATIBILITY WITH SURROUNDING PROPERTIES:**

The Future Land Use Designations of the properties to the north, south, east, and west of the subject parcel are Industrial (IND). The properties to the north, south, and east are zoned M-1A (Very Light Industrial), the property to the west has an M-1(Industrial) zoning classification.

The Future Land Use Designation of the subject property is Industrial (IND) which allows the requested M-1 (Industrial) zoning district. Staff finds the proposed rezoning request consistent and compatible with the surrounding development patterns of the area.

**SITE ANALYSIS:****ENVIRONMENTAL IMPACTS:***Floodplain Impacts:*

Based on FIRM map with an effective date of 2007, there appears to be no floodplains on the subject property.

*Wetland Impacts:*

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

**PUBLIC FACILITY IMPACTS:**

Rule 9J-5.0055(3)(c)1-2, Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The subject property will be required to undergo Concurrency Review prior to Final Engineering approval.

*Utilities:*

Water and sewer utilities are provided by Seminole County and are available to the site.

*Transportation / Traffic:*

The property is adjacent to Hickman Circle and Hickman Drive which are classified as local roads. Hickman Circle and Hickman Drive are not currently programmed to be improved according to the County 5-year Capital Improvement Program.

*Parks, Recreation and Open Space:*

The minimum 25% open space will be required by the Seminole County Land Development Code Section 30.1344.

**APPLICABLE POLICIES:**

**FISCAL IMPACT ANALYSIS:**

This project does not warrant running the County Fiscal Impact Analysis Model.

**SPECIAL DISTRICTS:**

The subject property is not located within any special district or overlay.

**SEMINOLE COUNTY COMPREHENSIVE PLAN:**

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 proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

Policy POT 4.5: Potable Water Connection  
Policy SAN 4.4: Sanitary Sewer Connection  
Policy FLU 6.2: Concurrency Requirements  
Policy FLU17.4: Relationship of Land Use to Zoning Classifications

**INTERGOVERNMENTAL NOTIFICATION:**

The subject property is not adjacent to or near any municipality and will not impact schools. Therefore, an intergovernmental notice was not required.

**LETTERS OF SUPPORT OR OPPOSITION:**

At this time, Staff has received no letters of support or opposition.

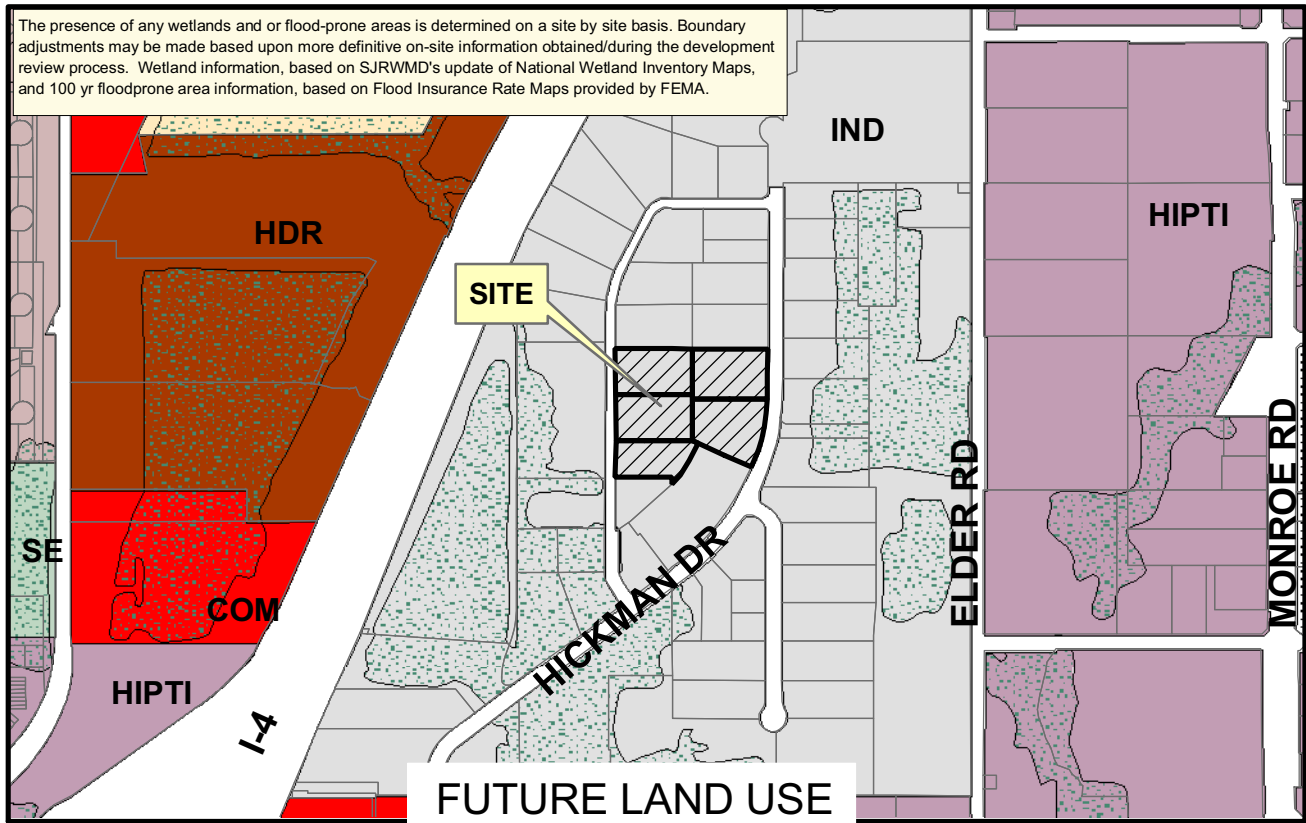
**STAFF RECOMMENDATION:**

Staff recommends approval of the request to rezone from M-1A (Very Light Industrial) to M-1 (Industrial) for 7.55 ± acres, located approximately 1 mile north from the intersection of W SR 46 and Hickman Drive.





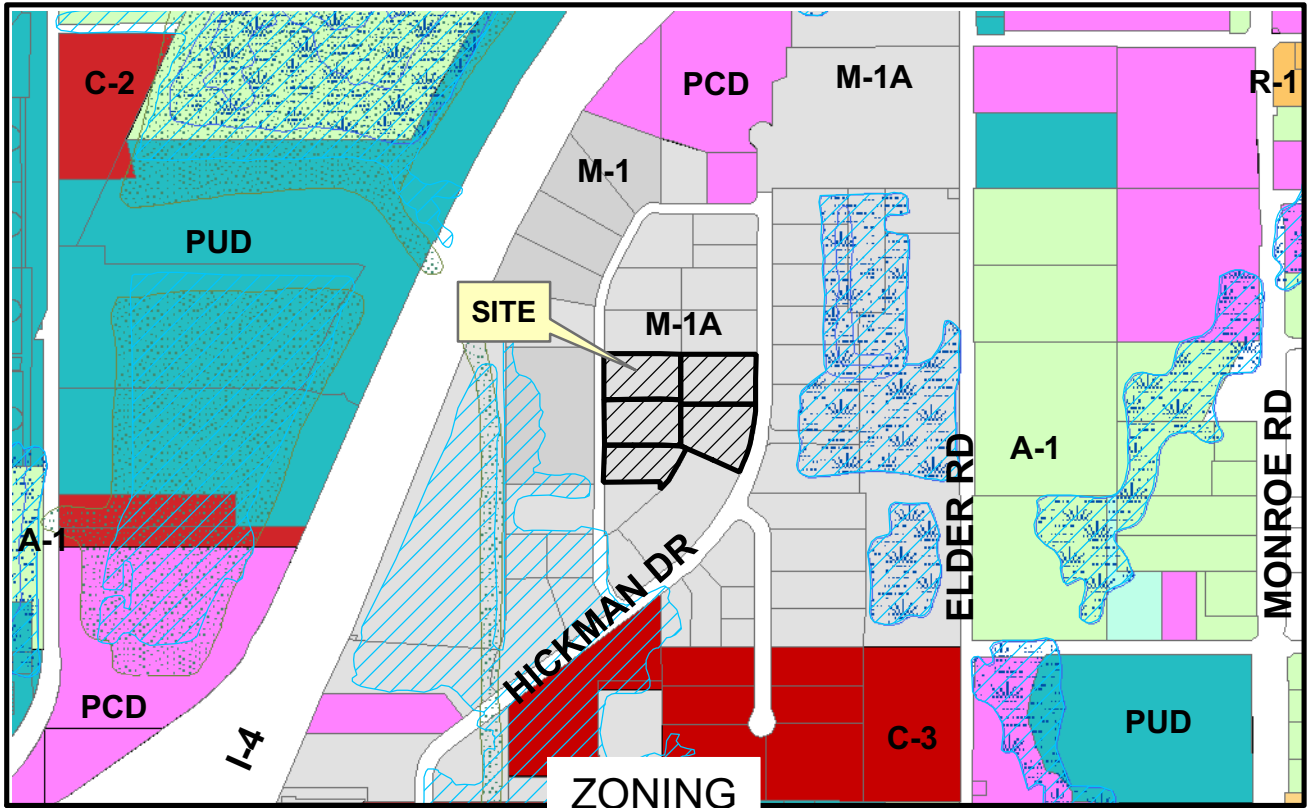
The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



Site 
  IND 
  SE 
  HDR 
  COM 
  HIPTI 
  CONS 
 ..... Municipality

Applicant: David Rodd  
 Physical STR: 20-19-30-5FL-0B00-0050, 0060, 120, 130, 140  
 Gross Acres: 7.5 +/- BCC District: 5  
 Existing Use: Industrial and undeveloped  
 Special Notes: \_\_\_\_\_

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2008-062	M-1A	M-1



A-1 
  C-2 
  C-3 
  M-1 
  M-1A 
  PCD 
  PUD 
  FP-1 
  W-1



Rezone No: Z2008-62

From:M-1A To:M-1



Parcel



Subject Property



Winter 2007 Color Aerials

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LENGTHY LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE M-1A (VERY LIGHT INDUSTRIAL) ZONING CLASSIFICATION THE M-1 (INDUSTRIAL) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

**Section 1. LEGISLATIVE FINDINGS.**

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled Hickman Circle (Lots 5, 6, 12, 13, & 14) Rezone dated March 24, 2009.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

**Section 2. REZONINGS.** The zoning classification assigned to the following described property is changed from M-1A (Very Light Industrial) to M-1 (Industrial):

**SEE ATTACHED EXHIBIT A**

**Section 3. CODIFICATION.** It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

**Section 4. SEVERABILITY.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Section 5. EFFECTIVE DATE.** A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective on the recording date in the Official Land Records of Seminole County.

ENACTED this 24th day of MARCH 2009.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
Bob Dallari, Chairman

**ORDINANCE NO. 2009-**

**SEMINOLE COUNTY, FLORIDA**  
**Z2008-62**

**EXHIBIT A**  
**LEGAL DESCRIPTION**

LOTS 5, 6, 12, 13, & 14 BLOCK B, I-4 INDUSTRIAL PARK – 3<sup>RD</sup> SECTION AS RECORDED  
IN PLAT BOOK 25, PAGES 23 & 24, PUBLIC RECORDS OF SEMINOLE COUNTY,  
FLORIDA

**SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER**

On March 24, 2009, Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

**Property Owner(s):** Renzulli Properties LLC

**Project Name:** Hickman Circle (Lots 5, 6, 12, 13, & 14) Rezone

**Requested Development Approval:** Rezone from M-1A (Very Light Industrial) to M-1 (Industrial).

The Board of County Commissioners has determined that the rezone request from M-1A (Very Light Industrial) to M-1 (Industrial) district is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Hickman Circle (Lots 5, 6, 12, 13, & 14) Rezone" and all evidence submitted at the public hearing on March 24, 2009, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested rezone from M-1A (Very Light Industrial) to M-1 (Industrial) should be denied.

**ORDER**

**NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:**

The aforementioned application for development approval is **DENIED**.

**Done and Ordered on the date first written above.**

**SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Bob Dallari, Chairman

**FILE # Z2008-62**

**DEVELOPMENT ORDER # 08-20000012**

**EXHIBIT "A"**

LOTS 5, 6, 12, 13, & 14 BLOCK B, I-4 INDUSTRIAL PARK – 3<sup>RD</sup> SECTION AS RECORDED  
IN PLAT BOOK 25, PAGES 23 & 24, PUBLIC RECORDS OF SEMINOLE COUNTY,  
FLORIDA

**MINUTES FOR THE SEMINOLE COUNTY  
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION  
FEBRUARY 4, 2009**

**Members present:** Matthew Brown, Walt Eismann, Rob Wolf, Dudley Bates, Ben Tucker and Kimberly Day.

**Members absent:** Melanie Chase.

**Also present:** Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; Austin Watkins, Senior Planner; Ian Sikonia, Senior Planner; Joy Williams, Planner; Jim Potter, Senior Engineer, Development Review Division; Cynthia Sweet, Senior Planner; Kathleen Furey-Tran, Assistant County Attorney; and Connie R. DeVasto, Clerk to the Commission.

**Public Hearing Items:**

**B. Hickman Circle (Lots 5, 6, 12, 13, & 14) Rezone; Renzulli Properties LLC / David Rodd, applicant;** 7.55 ± acres; rezone from M-1A (Very Light Industrial) to M-1 (Industrial) district; located approximately 1 mile north from the intersection of W SR 46 and Hickman Drive. (Z2008-62)

District 5 - Carey  
Joy Williams, Planner

**Joy Williams, Planning Division** – presented this item and advised that the Applicant is requesting to rezone from M-1A to M-1 to allow for future development of an office and maintenance shop which are both permitted uses under the M-1 zoning district.

The Applicant also proposes the storage of fuel which will require a Special Exception approval by the Board of Adjustment.

The subject property has a FLU designation of Industrial and is located within the Industrial Park. The adjacent parcels to the north, south and east have an M-1A zoning classification and the parcel to the west was rezoned to M-1 in 2004.

Staff finds that the request is compatible with the surrounding zoning and land use patterns and therefore recommends approval of this request.

The Applicant was present and stated he would be happy to answer any questions.

No one spoke in favor or opposition of this item from the audience.

**Commissioner Wolf made a motion to recommend approval of this request.**



**Commissioner Bates seconded the motion.**

**The motion passed unanimously 6 – 0.**

Commissioner Brown stated that he believed this would be a good fit for this area.



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Maitland-Bear Lake Plaza Small Scale Future Land Use Amendment from LDR (Low Density Residential) to COM (Commercial) and rezone from A-1 (Agriculture) to PCD (Planned Commercial Development)

**DEPARTMENT:** Planning and Development      **DIVISION:** Planning

**AUTHORIZED BY:** Dori DeBord

**CONTACT:** Austin Watkins

**EXT:** 7440

**MOTION/RECOMMENDATION:**

1. Approve and enact ordinances for a Small Scale Land Use Amendment from LDR (Low Density Residential) to COM (Commercial), a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development), and the attached Memorandum of Understanding, for 0.94 ± acres, located in Seminole County at the northwest corner of Bear Lake Road and Maitland Boulevard, and approve the attached Preliminary Site Plan and Development Order, and authorize the Chairman to execute the aforementioned documents, based on staff findings (Bryan Potts, applicant); or
2. Deny a Small Scale Land Use Amendment from LDR (Low Density Residential) to COM (Commercial), a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development), and the attached Memorandum of Understanding, for 0.94 ± acres, located in Seminole County at the northwest corner of Bear Lake Road and Maitland Boulevard, and authorize the Chairman to execute the Denial Development Order (Bryan Potts, applicant); or
3. Continue the public hearing until a time and date certain.

District 3 Dick Van Der Weide

Austin Watkins

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**BACKGROUND:**

The applicant is requesting a Small Scale Future Land Use Amendment (SSLUA) from LDR (Low Density Residential) to COM (Commercial) and a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development).

The applicant is proposing an 8,550 square foot retail/office building. The applicant is requesting the following permitted uses: Veterinary Services; Travel Agencies; Ticket Agencies; Cellular Telephone Sales; Paint/Wallpaper Stores; Hardware Stores; Convenience Food Stores; Grocery Stores; Retail Bakery Shops; Clothing Stores; Furniture Stores; Restaurants; Drug Stores; Book Stores; Office Supplies; Stationery Stores; Jewelry Stores; Banks; Real Estate Offices; Laundry/Dry Cleaning Retail; Beauty Shops; Quick Print; Dentists; Watch/Clock Repair; Dance Schools; and Engineering Offices.

The proposed development is located within the jurisdictions of Seminole and Orange Counties. Portions of the building, parking, open space and buffering is located within both jurisdictions. Attached to the agenda item is a Memorandum of Understanding (MOU) between the Seminole and Orange Board of County Commissioners. The MOU will provide

for the cooperative and coordinated handling of the proposed land development. The MOU addresses site plan review, building inspections, impact fees, concurrency, utilities, permitting, and other issues. If the Small Scale Future Land Use Amendment, rezone, and MOU are approved by the Board the executed MOU will be forwarded to the Orange County Board of County Commissioners for their approval and execution.

#### **PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:**

The Planning and Zoning Commission met on February 4, 2009 and voted 6 to 0 to recommend approval of the request for a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development), for 0.94 ± acres, located in Seminole County at the northwest corner of Bear Lake Road and Maitland Boulevard, and recommend approval of the attached Preliminary Site Plan and Development Order.

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board approve a Small Scale Land Use Amendment from LDR (Low Density Residential) to COM (Commercial), a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development), and the attached Memorandum of Understanding, for 0.94 ± acres, located in Seminole County at the northwest corner of Bear Lake Road and Maitland Boulevard, and approve the attached Preliminary Site Plan and Development Order.

#### **ATTACHMENTS:**

1. Staff Analysis
2. Location Map
3. Zoning and Future Land Use Map
4. Aerial Map
5. Preliminary Site Plan
6. Approval Development Order
7. SSLUA Ordinance
8. Rezone Ordinance
9. Memorandum of Understanding
10. Denial Development Order (applicable only if denied)
11. Applicant's SSLUA Justification Statement
12. Active/Passive Waiver Request
13. Ownership Disclosure Form
14. Planning and Zoning Commission Minutes

**Additionally Reviewed By:**

☒ County Attorney Review ( Kathleen Furey-Tran )

<b>Maitland-Bear Lake Plaza SSLUA and Rezone</b> <b>SSLUA from LDR to COM and Rezone from A-1 to PCD</b>		
<b>APPLICANT</b>	Bryan Potts	
<b>PROPERTY OWNER</b>	Mary Isaacson and James Johnston	
<b>REQUEST</b>	Small Scale Land Use Amendment from LDR (Low Density Residential) to COM (Commercial) and a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development)	
<b>PROPERTY SIZE</b>	0.94 ± acres	
<b>HEARING DATE (S)</b>	P&Z: February 4, 2009	BCC: March 24, 2009
<b>PARCEL ID (S)</b>	19-21-29-300-0110-0000 & 20-21-29-300-0080-0000	
<b>LOCATION</b>	Northwest corner of Bear Lake Road and Maitland Boulevard	
<b>FUTURE LAND USE</b>	LDR (Low Density Residential)	
<b>ZONING</b>	A-1 (Agriculture)	
<b>FILE NUMBER</b>	Z2008-47	
<b>COMMISSION DISTRICT</b>	#3 – Van Der Weide	

**CONSISTENCY WITH THE SEMINOLE COUNTY 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 scale 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 at the intersection of Maitland Boulevard and Bear Lake Road. Bear Lake Road is assigned the Collector and Maitland Boulevard is assigned the Urban Principal Arterial roadway classification. This segment of Maitland Boulevard is a newly constructed roadway and the intersection of Maitland Boulevard and Bear Lake Road has been constructed within the past eight years. Further, there is an existing gas station/convenience store at the southwest corner of the intersection and a Walgreens drug-store at the northeast corner of the intersection. With the construction of Maitland Boulevard and the existing commercial uses, Staff finds that the character of the area has changed enough to warrant a more intensive land use designation than the assigned Low Density Residential (LDR) Future Land Use (FLU) on the subject property.

**B. Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.**

**C. Whether the site will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations.**

**D. Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).**

#### **Staff Evaluation**

The development will have to undergo Concurrency Review and must meet all Concurrency standards in order to proceed.

The site will have to comply with all Land Development Regulations regarding development in and around wetland and floodplain areas. However, there appears to be no wetlands or flood prone areas on the subject property.

The subject property is not located within any special or restrictive district.

**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**

The subject property is adjacent to Low Density Residential FLU to the west. However, Staff finds that the proposed Preliminary Site Plan demonstrates a compatible transition between Low Density Residential FLU and the proposed uses. The applicant is proposing a 20' building setback and a 10' landscaped buffer containing 6 understory trees per 100' feet and a 30" continuous hedge for the western property line, due to the height restrictions of the existing power line easement. Additionally, the west property line is adjacent to a 50' County Trail right-of-way. Moreover, the uses proposed by the applicant are consistent with the Neighborhood Commercial definition in the Seminole County Comprehensive Plan, which allows for less intensive uses and impacts versus Regional Commercial.

**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**

2. Dedications or contributions in excess of Land Development Code requirements
3. Affordable housing
4. Economic development
5. Reduction in transportation impacts on area-wide roads
6. Mass transit

### **Staff Evaluation**

The applicant is not proposing any additional facility improvements above and beyond requirements of the Seminole County Land Development Code. The applicant's proposal does not consider affordable housing, economic development, nor mass transit. The applicant is proposing to install bike racks and design the site in a manner that would promote multi-modal transit.

### **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 Comprehensive Plan Policies and Exhibits and staff's evaluation:

### **Policy FLU 2.5: Transitional Land Uses in Urban Areas Not Approved for Mixed Development**

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, within urban areas where mixed development is not permitted. *Exhibit FLU: Appropriate Transitional Land Uses* is to be used in determining appropriate transitional uses.

### **Staff Evaluation**

*Exhibit FLU: Appropriate Transitional Land Uses* in the Future Land Use Element is used as a guide in evaluating compatibility between proposed and adjacent land uses. The proposed Future Land Use designation on the subject property is COM (Commercial). The applicant proposes a development that adheres to the definition of Neighborhood Commercial, as defined by the Seminole County Comprehensive Plan. Neighborhood Commercial may be a compatible FLU designation adjacent to Low



Density Residential FLU if sensitive site design standards are utilized, per *Exhibit FLU: Appropriate Transitional Lands Uses*.

Staff finds that the applicant's proposal provides adequate buffering, limited uses and other restrictions that create a sensitive site design.

### **ANALYSIS OVERVIEW:**

#### **ZONING REQUEST**

The following tables depict the minimum regulations for the current zoning district of A-1 (Agriculture) and the requested district of PCD (Planned Commercial Development):

<b>DISTRICT REGULATIONS</b>	<b>Existing Zoning (A-1)</b>
Minimum Lot Size	43,560 square feet
Minimum House Size	N/A
Minimum Width at Building Line	150 feet
Front Yard Setback	50 feet
Side Yard Setback	10 feet
(Street) Side Yard Setback	50 feet
Rear Yard Setback	30 feet
Maximum Building Height	35 feet

<b>DISTRICT REGULATIONS</b>	<b>Proposed Zoning (PCD)</b>
Minimum Lot Size	N/A
Minimum House Size	N/A
Minimum Width at Building Line	N/A
North Setback	N/A
South Setback	0 feet (the building is located in Orange and Seminole Counties on this property line)
East Setback	25 feet
West Setback	20 feet
Maximum Building Height	35 feet

#### **COMPATIBILITY WITH SURROUNDING PROPERTIES**

The proposed Future Land Use designation on the subject property is COM (Commercial). The applicant proposes a development that adheres to the definition of Neighborhood Commercial, as defined by the Seminole County Comprehensive Plan. Neighborhood Commercial may be a compatible FLU designation adjacent to Low Density Residential FLU if sensitive site design standards are utilized, per *Exhibit FLU: Appropriate Transitional Lands Uses*.

The applicant is proposing the following uses: Veterinary Services; Travel Agencies; Ticket Agencies; Cellular Telephone Sales; Paint/Wallpaper Stores; Hardware Stores;

Convenience Food Stores; Grocery Stores; Retail Bakery Shops; Clothing Stores; Furniture Stores; Restaurants; Drug Stores; Book Stores; Office Supplies; Stationery Stores; Jewelry Stores; Banks; Real Estate Offices; Laundry/Dry Cleaning Retail; Beauty Shops; Quick Print; Dentists; Watch/Clock Repair; Dance Schools; and Engineering Offices.

Staff has reviewed the proposed Small Scale Land Use Amendment and rezone and determined that the buffers and uses proposed are consistent with the trend of development and compatible with surrounding properties.

### **SITE ANALYSIS:**

#### *Floodplain Impacts:*

Based on FIRM map with an effective date of 2007, there appears to be no floodplains on the subject property.

#### *Wetland Impacts:*

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

#### *Endangered and Threatened Wildlife:*

Based on a preliminary analysis, there are not 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:

<b>Public Facility</b>	<b>Existing Future Land Use (LDR)*</b>	<b>Proposed Land Use (COM) Calculated as general retail</b>	<b>Net Impact</b>
Water (GPD)	350	2,992	+2,642
Sewer (GPD)	300	2,244	+1,944
Traffic (ADT)	10	242	+232

\* Calculated as one single-family home (A-1 zoning)

### *Utilities:*

The site is located in the Seminole County utility service area. This project will be required to hook-up to public utilities. There is a 10-inch water main with a stub-out approximately 750 feet northeast of the parcel on the east side of Bear Lake Rd. and a 4-inch force main on the east side of Bear Lake Rd.

### *Transportation / Traffic:*

The property proposes access onto Bear Lake Road, which is classified as major collector roadway and does not have improvements programmed in the County 5-year Capital Improvement Program.

### *Drainage:*

The proposed project is located within the Little Wekiva Drainage Basin and the outfall is unknown. The project will have to show downstream capacity or hold the entire 25-year, 24-hour storm event onsite.

### *Buffers and Sidewalks:*

There is an existing 5-foot wide sidewalk along Bear Lake Road. The subject property is adjacent to the Low Density Residential FLU to the west. Therefore, the Active/Passive buffers are required, per Section 30.1232 of the Seminole County Land Development Code. The applicant is requesting a waiver from the Active/Passive buffering standards. The table below describes the required and proposed buffers

#### **Western Property Line**

	<b>Seminole County Land Development Code Section 30.1232 “Active/Passive Buffering Standards”</b>	<b>Proposed Buffering Standards</b>
<b>Buffer Width</b>	25'	10' (reduced to 3' at the closest point to the access road)
<b>Setback</b>	50'	20'
<b>Wall/Fence</b>	6' Masonry Wall	No Wall or Fence
<b># of Trees</b>	8 Canopy Trees per 100' Linear Feet	6 Understory Trees per 100' Linear Feet
<b>Shrubs</b>	None Required	30" Continuous Hedge

Staff has reviewed the waiver request and its impact on the surrounding residents and recommends approval of the Active Buffer reduction as outlined in the table above. Staff has determined the site conditions warrant a less intensive buffer for the following reasons: the western property line is adjacent to a power line easement and a 50' County Trail right-of-way. Moreover, the adjacent Low Density Residential property is undeveloped.

### **APPLICABLE POLICIES:**

#### **FISCAL IMPACT ANALYSIS**

This project does not warrant running the County Fiscal Impact Analysis Model.

#### **SPECIAL DISTRICTS**

The subject property is not located within any Overlay Districts.

#### **COMPREHENSIVE PLAN**

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 proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

Policy FLU	2.4:	Neighborhood Commercial Uses
Policy FLU	2.5:	Transitional Land Uses in Urban Areas Not Approved For Mixed Development
Policy FLU	7.1:	Joint Planning Agreements
Policy FLU	7.9	Coordination of Levels of Service

### **INTERGOVERNMENTAL NOTIFICATION:**

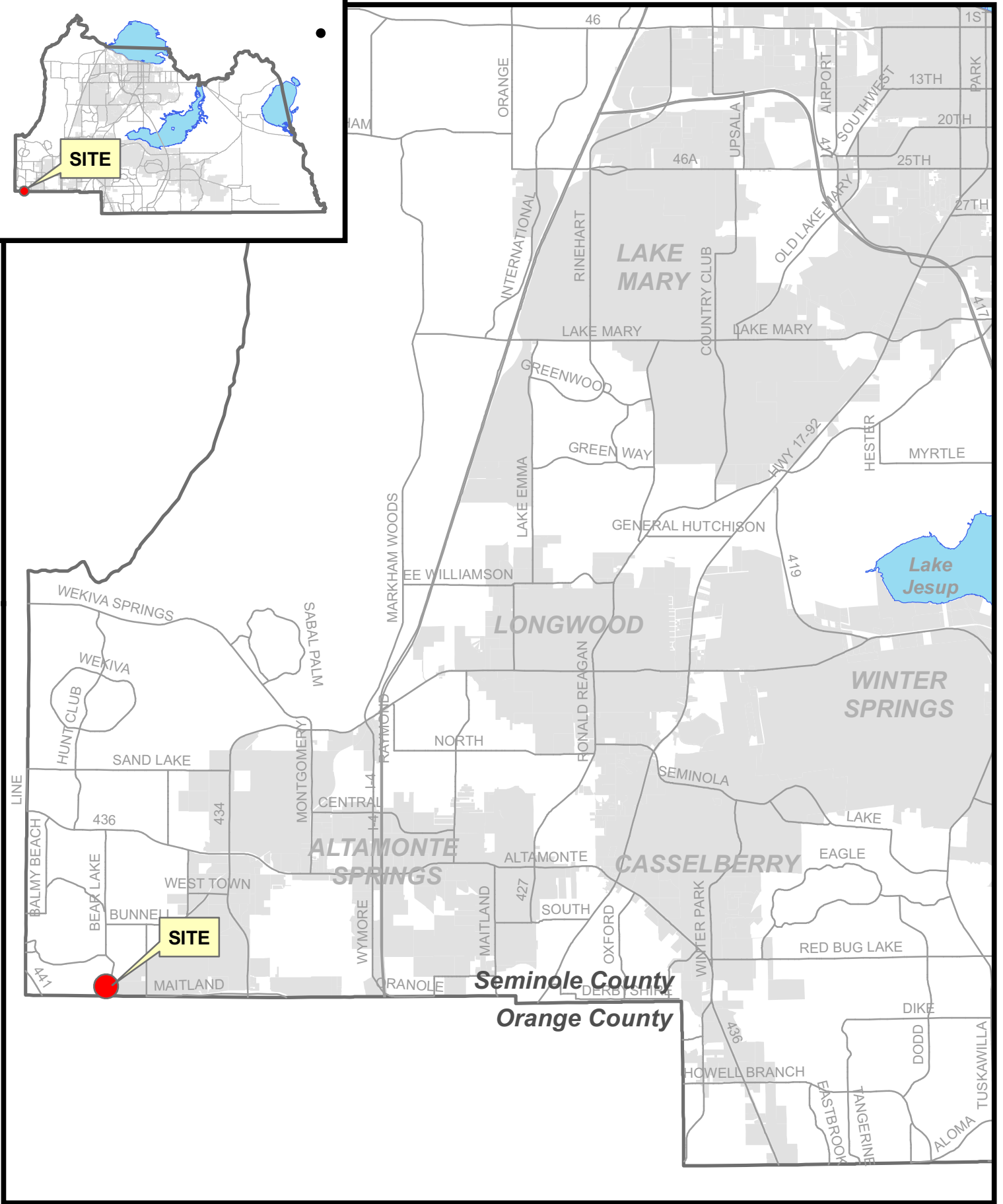
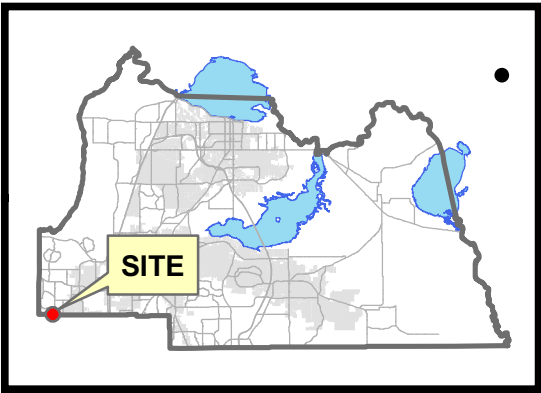
Seminole and Orange Counties have been jointly reviewing this project.

### **LETTERS OF SUPPORT OR OPPOSITION:**

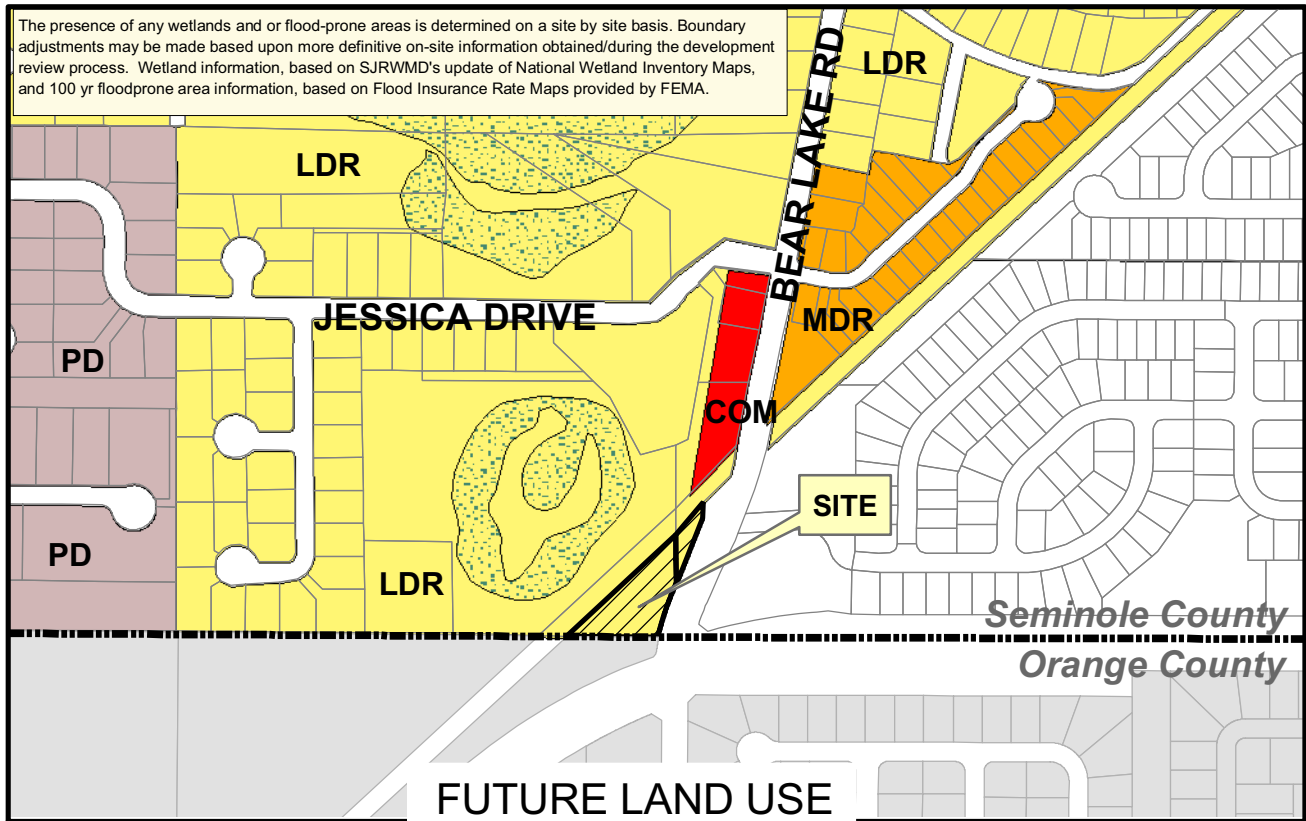
At this time, Staff has received no letters of support or opposition.

**STAFF RECOMMENDATION:**

Staff recommends that the Board Approve a Small Scale Land Use Amendment from LDR (Low Density Residential) to COM (Commercial) and a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development), for 0.94 ± acres, located in Seminole County at the northwest corner of Bear Lake Road and Maitland Boulevard, and approve the attached Preliminary Site Plan and Development Order.



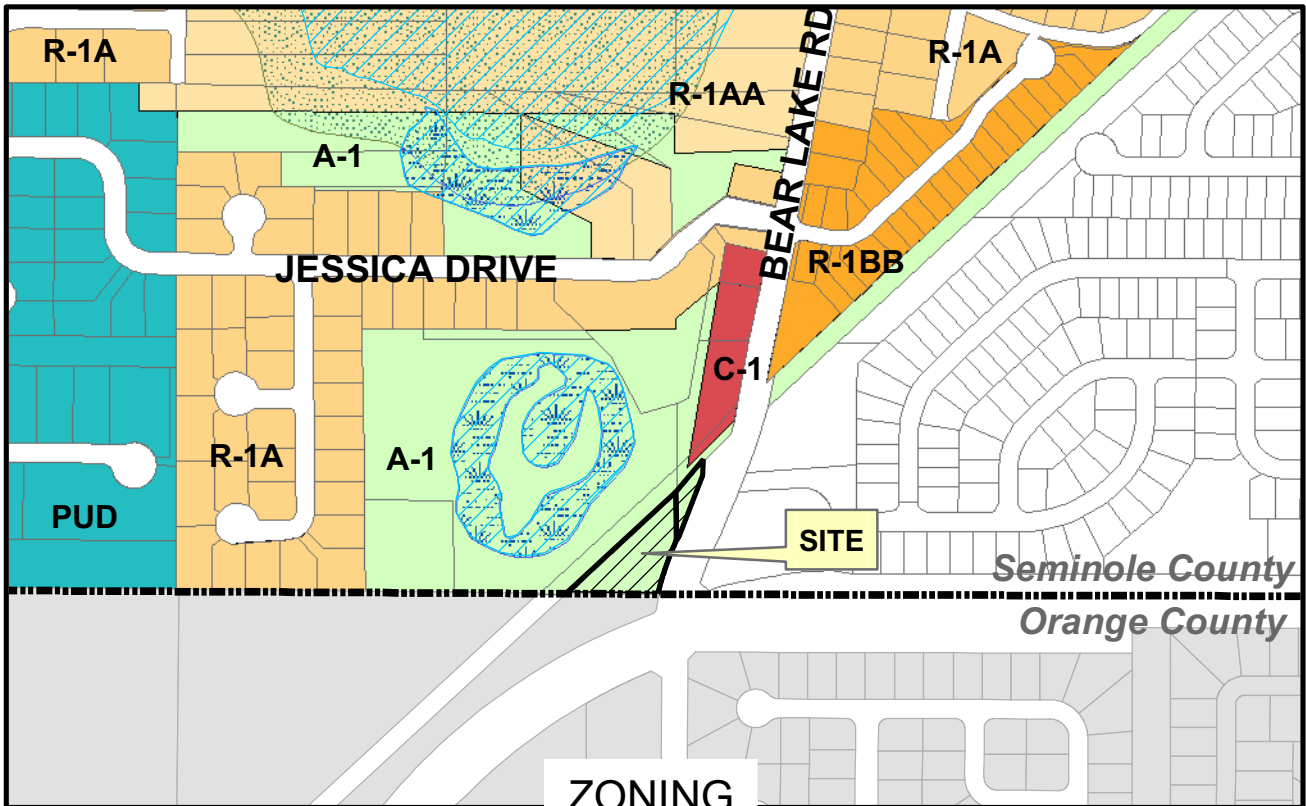
The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



LDR
  MDR
  COM
  PD
  Site
  CONS
  Municipality

Applicant: Bryan Potts  
 Physical STR: 20-21-29 and 19-21-29  
 Gross Acres: 126+/- BCC District: 3  
 Existing Use: Vacant  
 Special Notes: \_\_\_\_\_

	Amend/ Rezone#	From	To
FLU	08-SS.06	LDR	COM
Zoning	Z2008-047	A-1	PCD





A-1
  R-1A
  R-1AA
  R-1AAA
  R-1BB
  C-1
  FP-1
  W-1





FLU No: 08SS.06  
 From: LDR To: COM  
 Rezone No: Z2008-47  
 From: A-1 To: PCD

 Parcel  
 Subject Property



Winter 2007 Color Aerials





**SEMINOLE COUNTY DEVELOPMENT ORDER**

On March 24, 2009, Seminole County issued this Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

(The aforementioned legal description has been provided to Seminole County by the owner of the subject property.)

**FINDINGS OF FACT**

**Property Owner(s):** Mary Isaacson and James Johnston

**Project Name:** Maitland – Bear Lake Plaza SSLUA and Rezone

**Requested Development Approval:** Small Scale Future Land Use amendment from LDR (Low Density Residential) to COM (Commercial) and a rezone from A-1 (Agriculture) to PCD (Planned Commercial 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: Austin Watkins  
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. The project shall have a maximum allowable building square footage of 8,550 gross square feet.

B. The following uses shall be permitted:

- Veterinary Service
- Travel Agencies
- Ticket Agencies
- Cellular Telephone Sales
- Paint/Wallpaper Stores
- Hardware Stores
- Convenience Food Stores
- Grocery Stores
- Retail Bakery Shops
- Clothing Stores
- Furniture Stores
- Restaurants
- Drug Stores
- Book Stores
- Office Supplies
- Stationery Stores
- Jewelry Stores
- Banks
- Real Estate Offices
- Laundry/Dry Cleaning Retail
- Beauty Shops
- Quick Print
- Dentists
- Watch/Clock Repair
- Dance Schools
- Engineering Offices

C. The setbacks shall be as follows:

North: N/A

South: 0'

East: 25'

West: 20'

D. The buffers shall be as follows:

The buffers shall meet the following criteria:

South: No buffer required.

East: 10 foot landscaped buffer containing 4 canopy trees every 100' and a 36" continuous hedge.

West: 10 foot landscaped buffer containing 6 understory trees per 100' linear feet and a 30" continuous hedge. The buffer may be reduced down to 3 foot at the closest point to the access road; within this area the buffer shall contain a 36" continuous solid opaque hedge. The trees used in this buffer shall be consistent with Progress Energy planting standards.

- E. The project shall provide bicycle racks.
- F. The hours of operation for all uses within the property shall only be permitted between the hours of 7 AM until 11 PM.
- G. All outdoor seating and associated uses shall only be permitted on the east side of the building (Bear Lake Road and Maitland Boulevard).
- H. Usable open space shall be provided at 25% overall for the site.
- I. The maximum allowable building height is 35'.
- J. Development shall comply with the Preliminary Site Plan attached as Exhibit "B".

(4) This Development Order touches and concerns the aforescribed property and the 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.**

**SEMINOLE COUNTY BOARD  
OF COUNTY COMMISSIONERS**

**By:** \_\_\_\_\_  
Bob Dallari, Chairman

**OWNER'S CONSENT AND COVENANT**

**COMES NOW**, the owner, Mary Isaacson, 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

\_\_\_\_\_  
Mary Isaacson

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

**STATE OF FLORIDA**     )  
  )  
**COUNTY OF**             )

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Mary Isaacson, 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 \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public, in and for the County and State  
Aforementioned

My Commission Expires:

**OWNER'S CONSENT AND COVENANT**

**COMES NOW**, the owner, James Johnston, 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

\_\_\_\_\_  
James Johnston

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

**STATE OF FLORIDA**     )  
  )  
**COUNTY OF**                )

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James Johnston, 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 \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public, in and for the County and State  
Aforementioned

My Commission Expires:

**EXHIBIT "A"****Legal Description**

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING SOUTH OF THE A.C.L. RAILROAD, (LESS ROAD), LYING AND BEING IN SEMINOLE COUNTY, FLORIDA; AND ALL THAT PART OF THE SOUTHWEST 1/4, SOUTH OF THE A.C.L. RAILROAD AND WEST OF BEAR LAKE ROAD IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.

Z2008-47

DEVELOPMENT ORDER #

08-20500008

**EXHIBIT "B"**

**Preliminary Site Plan**





**AN ORDINANCE FURTHER AMENDING ORDINANCE NUMBER 08-44, AS PREVIOUSLY AMENDED, KNOWN AS THE SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP OF THE SEMINOLE COUNTY COMPREHENSIVE PLAN BY VIRTUE OF SMALL SCALE DEVELOPMENT AMENDMENT (LEGAL DESCRIPTION IS SET FORTH AS AN APPENDIX TO THIS ORDINANCE); CHANGING THE FUTURE LAND USE DESIGNATION ASSIGNED TO CERTAIN PROPERTY FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM THE SEMINOLE COUNTY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Board of County Commissioners of Seminole County enacted Ordinance Number 08-44 which adopted the Seminole County Comprehensive Plan ("the Plan"), which Plan has been subsequently amended from time-to-time and in accordance with State law; and

WHEREAS, the Board of County Commissioners has followed the procedures set forth in Sections 163.3184 and 163.3187, Florida Statutes, in order to further amend certain provisions of the Plan as set forth herein relating to a Small Scale Development Amendment; and

WHEREAS, the Board of County Commissioners has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Seminole County Local Planning Agency held a Public Hearing, with all required public notice, on February 4, 2009, for the purpose of providing recommendations to the Board of County Commissioners with regard to the Plan amendment set forth herein; and

WHEREAS, the Board of County Commissioners held a Public Hearing on March 24, 2009, with all required public notice for the purpose of hearing and considering the recommendations and comments of the general public, the Local Planning Agency, other public agencies, and other jurisdictions prior to final action on the Plan amendment set forth herein; and

WHEREAS, the Board of County Commissioners hereby finds that the Plan, as amended by this Ordinance, is consistent and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes, the State Comprehensive Plan, and the Comprehensive Regional Policy Plan of the East Central Florida Regional Planning Council.

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

Section 1. RECITALS/LEGISLATIVE FINDINGS:

- (a) The above recitals are true and correct and form and include legislative findings which are a material part of this Ordinance.
- (b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. AMENDMENT TO COUNTY COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION:

- (a) The Future Land Use Element's Future Land Use Map as set forth in Ordinance Number 08-44, as previously amended, is hereby further amended by amending the future land use designation assigned to the following property and which is depicted on

the Future Land Use Map and further described in the attached Appendix "A" to this Ordinance:

- (b) The associated rezoning request was completed by means of Ordinance Number 09-\_\_\_\_\_.
- (c) The development of the property is subject to the development intensities and standards permitted by the overlay Conservation land use designation, Code requirements and other requirements of law.

Section 3. SEVERABILITY:

If any provision of this Ordinance or the application to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 4. EXCLUSION FROM COUNTY CODE/CODIFICATION:

(a) It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall not be codified into the Seminole County Code, but that the Code Codifier shall have liberal authority to codify this Ordinance as a separate document or as part of the Land Development Code of Seminole County in accordance with prior directions given to said Code Codifier.

(b) The Code Codifier is hereby granted broad and liberal authority to codify and edit the provisions of the Seminole County Comprehensive Plan, as amended.

Section 5. EFFECTIVE DATE:

(a) A certified copy of this Ordinance shall be provided to the Florida Department of State and the Florida Department of Community Affairs by the Clerk of the Board of

County Commissioners in accordance with Section 125.66 and 163.3187, Florida Statutes.

(b) This ordinance shall take effect upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners; provided, however, that the effective date of the plan amendment set forth herein shall be thirty-one (31) days after the date of adoption by the Board of County Commissioners or, if challenged within thirty (30) days of adoption, when a final order is issued by the Florida Department of Community Affairs or the Administration Commission determining that the amendment is in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders, development permits, or land use dependent on an amendment may be issued or commence before an amendment has become effective. If a final order of noncompliance is issued by the Administration Commission, the affected amendment may nevertheless be made effective by the Board of County Commissioners adopting a resolution affirming its effective status, a copy of which resolution shall be provided to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100 by the Clerk of the Board of County Commissioners.

ENACTED this 24<sup>th</sup> day of March, 2009.

BOARD OF COUNTY COMMISSIONERS  
OF SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
Bob Dallari, Chairman

## APPENDIX A

### LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING SOUTH OF THE A.C.L. RAILROAD, (LESS ROAD), LYING AND BEING IN SEMINOLE COUNTY, FLORIDA; AND ALL THAT PART OF THE SOUTHWEST 1/4, SOUTH OF THE A.C.L. RAILROAD AND WEST OF BEAR LAKE ROAD IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LENGTHY LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) ZONING CLASSIFICATION THE PCD (PLANNED COMMERCIAL DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

**Section 1. LEGISLATIVE FINDINGS.**

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled Maitland-Bear Lake Plaza SSLUA and Rezone, dated March 24, 2009.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

**Section 2. REZONINGS.** The zoning classification assigned to the following described property is changed from A-1 (Agriculture) to PCD (Planned Commercial Development):

**SEE ATTACHED EXHIBIT "A"**

**Section 3. CODIFICATION.** It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

**Section 4. SEVERABILITY.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Section 5. EFFECTIVE DATE.** A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective on the recording date of the Development Order # 08-20500008 in the Official Land Records of Seminole County.

ENACTED this 24<sup>th</sup> day of March 2009.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
Bob Dallari, Chairman



EXHIBIT "A"  
LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING SOUTH OF THE A.C.L. RAILROAD, (LESS ROAD), LYING AND BEING IN SEMINOLE COUNTY, FLORIDA; AND ALL THAT PART OF THE SOUTHWEST 1/4, SOUTH OF THE A.C.L. RAILROAD AND WEST OF BEAR LAKE ROAD IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ORANGE COUNTY, FLORIDA  
AND  
SEMINOLE COUNTY, FLORIDA**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between **ORANGE COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida (hereinafter referred to as "Orange") and **SEMINOLE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (hereinafter referred to as "Seminole") (together the "Parties") for the purpose of providing for a cooperative and coordinated handling of land development and transportation planning issues relevant to development of the parcel described in Exhibit A and hereafter known as the "Development". When referenced in this agreement, "Developer" shall be defined as Bryan Potts, as applicant, for owners Mary Isaacson and James Johnston, and Developer's heirs, assigns, and successors.

**WHEREAS**, Orange is processing an application for Development (reference case numbers CPP Amendment 2008-2-S-2-3 and Rezoning RZ-08-10-072); and

**WHEREAS**, Seminole is processing an application for Development (reference case number Z-2008-47).


**NOW, THEREFORE**, in consideration of the mutual premises, covenants and conditions hereinafter set forth, the parties agree as follows:

**SECTION 1. PURPOSE OF AGREEMENT.** This Agreement is entered into by the Parties for the purpose of providing communication, coordination, and cooperation on land development and transportation

planning matters specifically related to the Development since Development, if approved in its various stages, crosses both Counties and is anticipated to impact both Orange and Seminole.

The Parties agree that each County shall have a designated staff person (as referenced in Section 3) and that the respective designated staff person shall provide to the other in writing (when available) all necessary information on land development or transportation planning issues that may affect the Development.

**SECTION 2. ELEMENTS OF THE AGREEMENT.** This Agreement shall not be construed to provide approval for any event connected to the Development. The elements addressed in this Agreement are more specifically described as follows:

(a) Planning and Zoning. For purposes of implementation of Land Use and Zoning on the parcels,  the Developer shall submit the Development Plan/Final Site Plan (hereinafter referred to as "Site Plan"), which shall be defined as a plan that establishes or complies with regulations of the counties, including but not limited to, indicating property line, right-of-ways, and the location of buildings, parking areas, curb cuts driveways and landscaping, and a site plan approved by both Orange and Seminole. The Parties agree that both Counties will review the plan as submitted by the Developer for the entire Development. Developer shall ensure that Seminole has reviewed the development plan and will provide written evidence to Orange when Seminole concurs with the recommendations of Orange. Developer shall ensure that Orange has reviewed the development plan and will provide written evidence to Seminole when Orange concurs with the recommendations of Seminole. Both Counties shall provide

reasonable notice to the other of date and time of Development Review Committee meetings or other public hearings related to any applications regarding this Development.


(b) Building Inspections. Upon receipt of all necessary information from Developer the parties agree that Seminole may issue the Building permit for the entire Development. By issuing the Building permit, Seminole takes full responsibility for all required inspections and issuance of a Certificate of Occupancy (C.O.) but will not so issue until Seminole receives from the Developer proof that all fees are paid; receives documentation to ensure the Development has been approved by the respective counties; and conducts its final inspection. Orange shall have full access to inspect all aspects of the Development.

(c) Impact Fees. (road/transportation, fire service, law enforcement). Developer shall apply individually with each County for purposes of impact fee assessment and payment. All impact fees for road/transportation, fire service, and law enforcement shall be divided for purposes of collection between the Parties based on the land use for the property and the square footage of the Development which is located within each individual County. Impact fees shall be divided for payment on a pro rata share basis and Developer shall pay each County directly the amount due to each respective County. Seminole will not issue a building permit until Seminole receives proof in writing that all impact fee payments have been made in full to both Counties.

(d) Concurrency. Developer shall apply for concurrency with each individual County. Each County shall calculate concurrency based

on the land use for the property and square footage of the Development. All relevant roadways within each county's boundaries shall be analyzed for concurrency and Developer will be subject to the respective land development code in effect at the time the Concurrency application is submitted. Developer shall remit to each individual County the appropriate fee or other information due for concurrency, if and as applicable.

(e) Fire Service. The parties agree that the property described herein is in part the subject of a Mutual Aid Agreement for Fire Protection and Rescue Services executed on April 20, 2004 and an Automatic Aid Agreement for Fire Protection and Rescue Services, executed on April 20, 2004, between Seminole and Orange and that the terms of said Agreements shall control (see Exhibit B).


(f) Utilities. This Agreement  does not address issues relating to utilities other than to acknowledge that Seminole has agreed to provide water and wastewater service to the Development subject to appropriate review and approval (see Exhibit C) upon receipt of the appropriate fees, application, and other information from Developer.

(g) Other Permits. Either or both counties may require Right-of-Way use permits or site plans subject to review and approval upon receipt of the appropriate fees, application and other information from Developer.

(h) Code Enforcement. Subsequent to the issuance of a C.O. for the Development that is the subject of this agreement, the parties agree that the Codes and Ordinances of Seminole shall apply to and govern and control the future use, occupancy and operation of the Development and that said enforcement shall be consistent with the

conditions and standards for this Development as set forth in the Development Plan approved by each respective county.

(i) Other issues. This Agreement does not address issues relating to property tax assessment, collection, or distribution nor does it address issues relating to law enforcement concerns except related to impact fees. Developer shall submit a copy of this fully executed Agreement and the Certificate of Occupancy to the Sheriff and Property Appraiser of both Seminole and Orange Counties once the project is complete. Developer shall be responsible for notification to the appropriate County for purposes of compliance with the respective Business Tax Receipt requirement.

**SECTION 3. DESIGNATED REPRESENTATIVE.** Each County Administrator shall designate the staff representative for purposes coordinating the terms of this Agreement. This  designee shall be listed in Section 4 for purposes of receiving a copy of any notice sent pursuant to this Agreement. Any change of said designee may be provided in writing to the other party.

**SECTION 4. NOTICES.** All notices, including change of designee, given to either party shall be sent by certified mail, return receipt requested, or in person with proof of delivery.

Notices to Orange shall be submitted to:

Orange County Administrator  
Orange County Administration Building  
201 S. Rosalind Avenue, 5th Floor  
Orlando, Florida 32801  
Fax: (407) 836-7399

With a copy to:

Planning Manager (designee)  
Orange County Planning Division  
201 S. Rosalind Avenue, 2<sup>nd</sup> floor  
Orlando, Florida 32801  
Fax: (407) 836-5862

*and*

Orange County Transportation Planning  
Public Works Complex  
4200 S. John Young Parkway  
Orlando, Florida 32839  
Fax: (407) 836-8079

*and a copy to*

Orange County Attorney's office  
201 S. Rosalind Avenue, 3<sup>rd</sup> floor  
Orlando, Florida 32801  
Fax: (407) 836-5888

Notices to Seminole shall be submitted to:

Cynthia A. Coto  
Seminole County Manager  
1101 E. First Street  
Sanford, Florida 32771  
Fax: (407) 665-7958



With a copy to:

Alison Stettner, Planning Manager  
Seminole County Planning Division  
1101 E. First Street  
Sanford, Florida 32771  
Fax: (407) 665-7339

**SECTION 5. CONSTRUCTION OF AGREEMENT.** This Agreement and the provisions contained herein shall be construed and interpreted according to the laws of the State of Florida. The Parties have participated jointly in negotiating and drafting this Agreement. In the event ambiguity or interpretation issues arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any

Party by virtue of the authorship of any of the provisions of this Agreement.

**SECTION 6. REMEDIES.** All disputes regarding this Agreement shall be processed in accordance with Florida Statutes Chapter 164, Governmental Disputes, if and as applicable. In the event legal action results after all efforts are made at resolution of any dispute, venue shall be in the 9<sup>th</sup> judicial circuit, Orange County Florida.

**SECTION 7. EFFECTIVE DATE AND TERM.** This Agreement shall become effective on the date the respective county zoning designations become final and shall continue until the Development is completed or abandoned but in no case shall be effective no longer than eight (8) years following execution of this Agreement except as to paragraph 2(h) related to Code Enforcement which shall survive this Agreement.

**SECTION 8. EXECUTION IN COUNTERPARTS.** This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

**SECTION 9. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Parties with respect to the subject matter contained herein. No other promises, representations, agreements, oral or written, regarding the subject matter herein shall be deemed to exist or to bind the Parties. The Parties agree that any subsequent spending, funding, or study by either governing body on any issue pursuant to this Agreement shall be subject to the approval of each respective Board and is not contained within the subject matter of this Agreement. Any modifications, additions, or amendments to



this Agreement shall be in writing and signed by the authorized representative of each party.

**SECTION 10. THIRD PARTY BENEFICIARIES.** Both Parties acknowledge that approval of any plans for this area and Development are subject to independent approval by Orange and Seminole County Boards and staff. Therefore, this Agreement is an administrative agreement generated solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason of or for the benefit of any third party. Nothing in this Agreement, expressed or implied, is intended nor shall it be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, heirs, successors, and assigns.



**SECTION 11. INTENT AND INTERPRETATION.** This Agreement shall not be construed as modifying or altering the governmental powers of either party as they now exist or may be modified in the future, except as are lawfully and expressly provided by the terms of this Agreement.

**SECTION 12. SOVEREIGN IMMUNITY.** Neither party waives its right to sovereign immunity under the law in this Agreement.

**SECTION 13. SEVERABILITY.** In the event that any section, paragraph, sentence, clause or provision is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and that same remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Agreement on the dates indicated below.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: \_\_\_\_\_  
Richard T. Crotty  
Orange County Mayor  
Date: \_\_\_\_\_

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

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

ATTEST:



BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BOB DALLARI, Chairman

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

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

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

KFT/sjs  
2/6/09

P:\Users\kfurey-tran\Planning Agreements\Park Plaza Seminole Orange development\Park Plaza agreement V4 020609.doc

Attachment:

- Exhibit A - Property Description
- Exhibit B - Fire Service Agreements
- Exhibit C - Letter to Tannath Design, Inc, (dated 5/6/08)

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING SOUTH OF THE A.C.L. RAILROAD, (LESS ROAD), LYING AND BEING IN SEMINOLE COUNTY, FLORIDA; AND ALL THAT PART OF THE SOUTHWEST 1/4, SOUTH OF THE A.C.L. RAILROAD AND WEST OF BEAR LAKE ROAD IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.

PARCEL 2:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, (LESS PART WEST OF THE A.C.L. RAILROAD) AND (LESS PART TAKEN FOR RIGHT OF WAY PER OFFICIAL RECORDS BOOK 5002, PAGE 13) AND (LESS PART LYING SOUTHEASTERLY OF MAITLAND BOULEVARD EXTENSION), OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING AND BEING IN ORANGE COUNTY, FLORIDA.



APR 20 2004 AA/BS

FILED IN OFFICE  
CTY. COMMISSION RECORDS  
MARYANNE MORSE

04 APR 29 PM 2:15

CLERK TO B.C.C.  
SEMINOLE CO. FL  
D.C.

**MUTUAL AID AGREEMENT**  
**for**  
**FIRE PROTECTION AND RESCUE SERVICES**  
**between**  
**ORANGE COUNTY, FLORIDA AND SEMINOLE COUNTY, FLORIDA**

**THIS AGREEMENT**, is by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (hereinafter referred to as "Orange County") and **SEMINOLE COUNTY**, a political subdivision existing under the laws of the State of Florida (hereinafter referred to as "Seminole County").

**WITNESSETH**

**WHEREAS**, Seminole County and Orange County have established and maintain Fire Departments with firefighting equipment, emergency medical equipment and firefighting personnel; and

**WHEREAS**, the boundaries of Orange County and Seminole County are adjacent, and

**WHEREAS**, the parties deem it desirable that an agreement be entered into for their mutual benefit in times of emergency or disaster too great to be dealt with unassisted.

**NOW, THEREFORE**, it is agreed by and between the parties hereto that each shall assist the other under the following stipulations, provisions and conditions:

**1. DEFINITIONS:**

For the purpose of this Agreement, the following definitions shall apply.

A. Mutual Aid: Mutual Aid is defined as a catastrophic event, manmade or

natural, that because of the magnitude of the event, poses a hardship on the ability of the jurisdiction having authority to respond with adequate services, (eg: hurricane, tornadoes, large structural fires, mass casualty incidents.) Mutual Aid shall not include ordinary events for which the responsible jurisdiction has determined it will not obtain adequate equipment and/or support.

B. Requesting Party: The Requesting Party is the jurisdiction having the authority and responsibility to respond to the disaster for which Mutual Aid is being sought.

C. Responding Party: The Responding Party is the jurisdiction being contacted by the Requesting Party to provide Mutual Aid assistance.

## **2. MUTUAL AID ASSISTANCE**

Mutual Aid assistance shall be requested by the Fire Chief of the Requesting Party or his designee, to the Fire Chief of the Responding Party or his designee. The request shall be initiated through the Fire Department dispatch office.

If available, equipment shall be dispatched as requested by the Requesting Party. The number of such pieces and the amount of personnel dispatched shall be at the sole discretion of the Responding Party.

Notwithstanding any provision of this Agreement to the contrary, the Fire Department of either signatory may decline to provide assistance if by doing so, their own jurisdiction would not be afforded adequate coverage. Each department shall advise the other immediately if such a condition exists.

### **3. LIABILITY/INDEMNIFICATION**

Orange County and Seminole County do not assume any liability for the acts, omissions or negligence of the other. Each shall indemnify and hold the other harmless from all claims, damages, losses and expenses (including attorney fees) arising out of or resulting from the negligent performance of their respective operations under this Agreement. This provision shall not be construed as a waiver of sovereign immunity. To the extent any claim is asserted in excess of the limits established by the waiver of sovereign immunity under Florida law, this provision will become null and void and shall be severed from the remainder of this Agreement.

### **4. REIMBURSEMENT**

Neither Orange County nor Seminole County will receive payment or be reimbursed by the other party for any expenses or the like incurred in connection with services provided under this Agreement. Nothing herein prevents either party from receiving reimbursements from FEMA or any other state or federal reimbursement programs.

### **5. TERM**

This Agreement may be cancelled by either party after giving a minimum of ninety (90) days written notice of intent to cancel said Agreement. This Agreement will continue in perpetuity until cancelled.

## **6. MISCELLANEOUS**

**(a) Officer in Charge, Service Standard** - While providing Mutual Aid in the area where the emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations for the Requesting Party. The Requesting Party shall utilize National Fire Protection Standard 1500 to ensure that the Incident Command System, the Personnel Accountability System and the 2-in/2-out standards are adhered to. Failure to comply with this service standard shall be a breach of this Agreement.

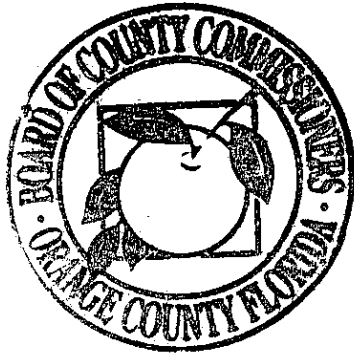
**(b) Application of Agreement** - This Agreement shall apply only to emergencies existing within the areas of protection of Orange County and Seminole County.

**(c) Conflict Resolution** - Any disputes arising from this Agreement shall be resolved by the Orange County Fire Chief and the Seminole County Fire Chief, or their duly authorized representative.

## **7. EFFECTIVE DATE**

This Agreement will take effect as of the date of the last signature herein below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the day and year set forth below.



ORANGE COUNTY FLORIDA  
By: Board of County Commissioners

By: *Richard T. Crotty*  
Richard T. Crotty  
Orange County Chairman

Date: 4.20.04

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk to the Board of County Commissioners

By: *Martha O. Haynie*  
Deputy Clerk

SEMINOLE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Daryl G. McLain*  
DARYL G. MCLAIN, Chairman

Date: 3-25-04

ATTEST: Maryanne Morse, Clerk to the Board  
of Seminole County Commissioners

By: *Maryanne Morse*  
Clerk

For the use and reliance of Seminole County only.  
Approved as to form and legal sufficiency.

*[Signature]*  
County Attorney

As authorized for execution by the  
Board of County Commissioners  
at their 23 March, 2004  
regular meeting.



APR 20 2004

DA/B5

FILED IN OFFICE  
CTY. COMMISSION RECORDS  
MARYANNE MORSE

04 APR 29 PM 2:15

CLERK TO B.C.C.  
SEMINOLE CO. FL  
P.C.

**AUTOMATIC AID AGREEMENT**  
**for**  
**FIRE PROTECTION AND RESCUE SERVICES**  
**between**  
**ORANGE COUNTY, FLORIDA AND SEMINOLE COUNTY, FLORIDA**

**THIS AGREEMENT**, is by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (hereinafter referred to as "Orange") and **SEMINOLE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "Seminole").

**WITNESSETH**

**WHEREAS**, Orange and Seminole have established and maintain Fire Departments with fire fighting equipment, emergency medical equipment and firefighting personnel; and

**WHEREAS**, the boundaries of Orange and Seminole are adjacent, and

**WHEREAS**, the parties are desirous of providing the most expeditious and efficient response in their respective jurisdictions in order to protect the public health, welfare and safety, and

**WHEREAS**, the parties recognize that the most expeditious response may be provided by the firefighting and rescue agency outside of, but contiguous to, the jurisdiction in which the emergency occurs, and

**WHEREAS**, the parties deem it desirable to make provisions for an initial response in case of such emergency from the firefighting and rescue agency closest to such emergency,

**NOW, THEREFORE**, it is agreed by and between the parties hereto that each shall assist the other under the following stipulations, provisions and conditions:

## **1. DEFINITIONS:**

For the purpose of this Agreement, the following definitions shall apply.

- A. Automatic Aid: Immediate response of emergency personnel by the Responding Party (as defined below) closest to the scene within the Receiving Party's jurisdiction where personnel may be responding on behalf of or with the Receiving Party.
- B. Receiving Party: The Receiving Party is the party to which aid is being rendered pursuant to this Agreement.
- C. Responding Party: The Responding Party is the party providing aid pursuant to this Agreement.

## **2. AUTOMATIC AID ASSISTANCE**

Automatic Aid assistance shall be based on a predefined process that results in the immediate response of emergency personnel by the Responding Party to the scene of an emergency in the Receiving Party's jurisdiction on behalf of or with the Receiving Party. The process shall be initiated through the Fire Department Communication Center.

The Responding Party's response shall be in proportion to the amount and type of equipment/apparatus operated by the Receiving Party.

## **3. LIABILITY/INDEMNIFICATION**

Orange and Seminole do not assume any liability for the acts, omissions or negligence of the other. Each shall indemnify and hold the other harmless from all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the negligent performance of their respective operations under this

Agreement. This provision shall not be construed as a waiver of sovereign immunity. To the extent any claim is asserted in excess of the limits established by the waiver of sovereign immunity under Florida law, this provision will become null and void and shall be severed from the remainder of this Agreement.

#### **4. REIMBURSEMENT**

Neither Orange nor Seminole will receive payment or be reimbursed by the other party for any expenses or the like incurred in connection with services provided under this Agreement. Nothing herein prevents either party from receiving reimbursements from FEMA or any other state or federal reimbursement programs.

#### **5. TERM**

This Agreement may be cancelled by either party after giving a minimum of ninety (90) days written notice of intent to cancel said Agreement. This Agreement will continue in perpetuity until cancelled.

#### **6. MISCELLANEOUS**

(a) **Officer in Charge, Service Standard** - While providing Automatic Aid in the area where the emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations. If an officer for the Receiving Party is not available at the scene, the highest ranking officer from the Responding Party will control the scene until its termination or an officer from the Receiving Party arrives and scene control is properly transferred. The Responding and

Receiving Parties shall utilize the National Fire Protection Standard 1500, as defined in State Statute 633.821, to ensure that the Incident Command System, the Personnel Accountability System and the 2-in/2-out standards are adhered to. Failure to comply with this service standard may be deemed to be a breach of this Agreement and cause for termination.

**(b) Application of Agreement** – This Agreement shall apply only to emergencies existing within the areas of protection of Orange and Seminole.

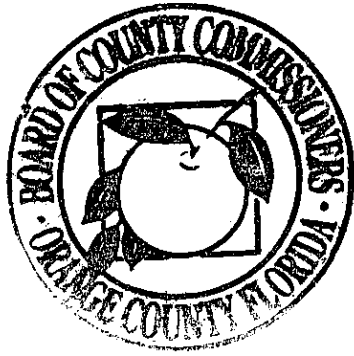
**(c) Operational Plan** - The chiefs of the fire departments, or their designees, will meet and draft, and may thereafter revise, a written plan for the procedures and operations necessary to effectively implement this Agreement. This operational plan will become effective upon approval by the Orange County Fire Chief and the Seminole County Fire Chief.

**(d) Conflict Resolution** – Any disputes arising from this Agreement shall be resolved by the Orange County Fire Chief and the Seminole County Fire Chief, or their duly authorized representative.

## **7. EFFECTIVE DATE**

This Agreement will take effect as of the date of the last signature herein below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the day and year set forth below.



ORANGE COUNTY FLORIDA  
By: Board of County Commissioners

By: *Richard T. Crotty*  
Richard T. Crotty  
Orange County Chairman

Date: 4.20.04

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk to the Board of County Commissioners

By: *Martha O. Haynie*  
Deputy Clerk

SEMINOLE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Daryl G. McLain*  
DARYL G. MCLAIN, Chairman

Date: 3-25-04

ATTEST: Maryanne Morse, Clerk to the Board  
of Seminole County Commissioners

By: *Maryanne Morse*  
Clerk

For the use and reliance of Seminole County only.  
Approved as to form and legal sufficiency.

*[Signature]*  
County Attorney

As authorized for execution by the  
Board of County Commissioners  
at their 23 March, 2004  
regular meeting.

## EXHIBIT C

### ENVIRONMENTAL SERVICES DEPARTMENT



May 6, 2008

Tannath Design, Inc.  
Bryan Potts  
2212 S Chickasaw Trl.  
Suite 208  
Orlando, FL 32825

RE: Parcel # 19-21-29-300-0110-0000  
20-21-29-300-0080-0000  
30-21-29-0000-000-31 Orange Co Parcel

Dear Bryan:

Per your request, please be advised that Seminole County Environmental Services is the potable water and sewer service provider within the above referenced with adequate capacity to serve. Water and Sewer service availability is guaranteed upon proper execution of the Conditional Utility Agreements for water and sewer service. Final confirmation of capacity availability is made only through the formal process of executing these Agreements. Since your project has not moved to this point in the development process, no formal confirmation of availability can be made. Please contact Sandy Neminski @ 407-665-7474 to start your concurrency process.

Should you require any additional information, or have any additional questions, do not hesitate to contact me at (407) 665-2143.

Sincerely,

Becky Noggle  
OSP Coordinator  
Environmental Services

**SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER**

On March 24, 2009, Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

**Property Owner(s):** Mary Isaacson and James Johnston

**Project Name:** Maitland – Bear Lake Plaza SSLUA and Rezone

**Requested Development Approval:** Small Scale Future Land Use amendment from LDR (Low Density Residential) to COM (Commercial) and a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development).

The Board of County Commissioners has determined that the Small Scale Land Use Amendment from LDR (Low Density Residential) to COM (Commercial) and rezone from A-1 (Agriculture) to PCD (Planned Commercial Development) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled “Maitland – Bear Lake Plaza SSLUA and Rezone” and all evidence submitted at the public hearing on January 27, 2009, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested Small Scale Land Use Amendment from LDR (Low Density Residential) to COM (Commercial) and rezone from A-1 (Agriculture) to PCD (Planned Commercial Development) should be denied.

**ORDER**

**NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:**

The aforementioned application for development approval is **DENIED**.

**Done and Ordered on the date first written above.**

**SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Bob Dallari, Chairman

**EXHIBIT "A"**

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING SOUTH OF THE A.C.L. RAILROAD, (LESS ROAD), LYING AND BEING IN SEMINOLE COUNTY, FLORIDA; AND ALL THAT PART OF THE SOUTHWEST 1/4, SOUTH OF THE A.C.L. RAILROAD AND WEST OF BEAR LAKE ROAD IN SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.



*Maitland – Bear Lake Plaza*  
*Small Scale Future Land Use Map Amendment*  
*Seminole County, Florida*

---

***October 23, 2008***

*Prepared by:*  
Tannath Design, Inc.  
2494 Rose Spring Drive  
Orlando, Florida  
P: (407) 982-9878  
F: (407) 208-1425

## **Justification Statement – Maitland – Bear Lake Plaza**

### **Project Request**

On behalf of Mary Isaacson & James Johnston, Tannath Design, Inc. (to be known as the "agent") submits this Small Scale Future Land Use Map Amendment. We are requesting that the LDR Future Land Use designation illustrated on Seminole County's Future Land Use Map be amended to Planned Commercial Development. (PCD)

### **Project Outline**

The subject property is located in south-west Seminole County at the northwest corner of Bear Lake Road & W. Maitland Boulevard. There are a 7-11 and a CVS Drugstore on two other corners of this intersection. Amending the subject property's Future Land Use designation will promote quality development along the major thoroughfare of Maitland Boulevard. The specific uses proposed on the 1.74± acre site are most of those uses allowed in the C-1 zoning district. The restricted uses from C-1 are: Churches, Funeral Homes, Multifamily Housing, and Communication Towers. There are no wetlands or floodplains on the subject property.

This area is an underserved market for this type of commercial product. There are currently no other developments of this type on Maitland Boulevard heading to the east all the way to 17-92. There is also limited commercial development in the westerly direction as well. FDOT has designated Maitland Boulevard as a limited access road; therefore future commercial opportunities along this road will remain limited. The proposed commercial uses on the subject property, in association with the existing commercial and residential uses in the surrounding area, will foster a better mix of uses along Maitland Boulevard, which will encourage the use of alternative modes of transportation such as transit, walking and biking.

The site is currently entitled to Low Density Residential Development. The applicant proposes to eliminate the potential to development any residential on the 0.94-acre site in Seminole County, in exchange for allowing a retail plaza. The elimination of residential development potential from the site will be accomplished through the PCD Future Land Use amendment and rezoning process and all potential impacts to schools will be eliminated. The maximum development intensity requested for the proposed PD is an FAR of 0.1, for the entire project.

The site will need to request a waiver from the Active/Passive buffering requirements of the County. The development backs to a Trail ROW and intends to have complimentary retail uses to trail. The applicant wishes to enlarge the sidewalk on Bear Lake Road in front of the Plaza and have bike racks to foster a complimentary relationship between the trail and the Plaza. We will also provide landscaping to enhance the appearance of the site from the trail.

There is also a directly connected parcel to the south under the same ownership. This parcel falls within the jurisdiction of Orange County, but is intended, through this Land Use amendment and rezone, process to be combined with the subject property to provide a better mix of uses in the area. The access will be off of Bear Lake Road in Seminole County. Seminole County and Orange County have agreed to prepare a memorandum of understanding for the project to coordinate any potential conflicting issues. Both County staffs have been very cooperative in helping work through the many issues involved in such a project.

## **Parcel Description**

### **Project Site Information**

Owner: Mary Isaacson & James Johnston  
Acres: 0.94±  
Parcel ID's: 19-21-29-300-0110-0000  
20-21-29-300-0080-0000

### **General Location**

The parcel is located in south-west Seminole County, at the northwest corner of Maitland Boulevard and Bear Lake Road.

### **Frontage**

The parcel has approximately 315 feet of frontage on Bear Lake Road in Seminole County. It also has approximately 912 feet of frontage on Maitland Boulevard in Orange County.

### **Access**

Access to the proposed development will be provided from Bear Lake Road, in Seminole County.

### **Street Address**

Yet to be Assigned, Bear Lake Road.

### **Land Use Information**

The property currently has a Low Density Residential Future Land Use Designation. The applicant is requesting that the Future Land Use Designation for the subject property be amended to PCD. Proposed uses are some of those uses in the C-1 zoning district.

### **Zoning**

The property is currently zoned A-1.

The applicant is proposing to rezone entire parcel to Planned Commercial Development.

### **Built Features**

The site is currently undeveloped.

### **Utilities and services**

Utilities are to be provided by Seminole County Utilities.

A water main is approximately 600' north of the site on Bear Lake Road

For sanitary sewer service, an eight inch PVC gravity line is located on the opposite side of Bear Lake Road.

## **Comprehensive Plan Consistency Analysis**

Amending the County's Future Land Use Map is necessary to facilitate the development of the parcels in a manner consistent with surrounding development patterns in urbanized Seminole County. This request is in accord with the following Future Land Use Element policies:

### **Policies FLU1.1 & 1.2**

This request is consistent with policies 1.1 and 1.2 in that there are no wetland or Floodplains on the subject parcel.

### **Policy FLU 1.10**

The proposed commercial is consistent with Policy 1.10 in that the site will retain and recover the 100yr storm event onsite, with no discharge. This will prevent any adjacent flooding due to this development and Water quality will be maintained.

### **Policy FLU 2.3**

The proposed commercial is consistent with Policy 2.3 in that the site sits at the intersection of a major state road and a Seminole county minor collector road. The site will provide access to the County trial system and provide bike racks for public use.

### **Policy FLU 2.4**

The proposed commercial is consistent with Policy 2.4 in that FDOT has designated Maitland Boulevard a limited access road. Therefore, there are a very small number of potential commercial sites along this corridor.

### **Policy FLU 5.3**

The proposed commercial is consistent with Policy 5.3 in that the site is located on the corner of a collector and an Arterial Road, also, there is commercial development on 2 other corners of this intersection.

### **Policy FLU 7**

The proposed commercial is consistent with the Policies of FLU Objective 7 in that Orange and Seminole County are working on a Memorandum of Understanding to Coordinate any conflicting issues.

Conditions related to the approval of this PCD request are as follows:

1. Permitted uses shall be consistent with C-1 zoning. With the exception of Churches, Funeral Homes, Multifamily Housing, and Communication Towers.

## **Concurrency**

1. Schools shall not be affected since residential development will be eliminated by this application through the change of land use and through the PCD zoning process over the 3.08-acre parent parcel.

**022-002 Maitland – Bear Lake Plaza**

November 3, 2008

Austin Watkins, Senior Planner  
Seminole County Planning Division  
1101 East First Street  
Sanford, Florida 32771

***Tannath Design, Inc.***

2494 Rose Spring Drive  
Orlando, Florida 32825  
(407) 982-9878  
(407) 208-1425 fax  
[www.tannathdesign.com](http://www.tannathdesign.com)

**RE: Active/Passive Buffer Waiver Request Letter  
Seminole County, Florida**

Dear Mr. Watkins:

I am requesting a waiver to the Active/Passive buffer requirements of the Seminole County Land Development Code. The site has some unique geometric challenges, as it is a long narrow property fronting Maitland Boulevard, with trail corridor to its rear and a 100' Progress Energy Transmission Easement running down the rear of the site adjacent to the trail corridor. Due to the site geometry, setbacks and Progress energy easement, there is only approximately a 12,400 square foot triangular area across Orange and Seminole County that a building could be placed in. We proposed a 10' Landscape buffer to the County trail ROW with 1 tree every 33 feet and a 30" continuous hedge. There is a short stretch of the access road that for safety in spacing from the Bear Lake Road and Maitland Boulevard intersection comes only 3' from the trail ROW. I propose a solid opaque hedge in this area. The plaza will only have parking and access facing the trail and residential Land Use. All outdoor patio activities and bike racks will be on the front along Maitland Boulevard and Bear Lake Road. Hours of operation will be limited. Thank you for your consideration of this request.

Sincerely,



Bryan Potts, P.E.  
Vice-President  
Tannath Design, Inc.

SEMINOLE COUNTY  
**APPLICATION & AFFIDAVIT**

**Ownership Disclosure Form**

Please provide the information as requested below in accordance with Ordinance No. 07- \_\_\_\_\_:

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name: Mary E. Isaacson  
Address: 8050 Eden Park Road, Orlando FL 32810  
Phone #: (407) 293-3056

Name: James W. Johnston  
Address: 823 Alston, Gulfport MS 39501  
Phone #: (228) 547-0770

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: \_\_\_\_\_  
Officers: \_\_\_\_\_  
Address: \_\_\_\_\_  
Directors: \_\_\_\_\_  
Address: \_\_\_\_\_  
Shareholders: \_\_\_\_\_  
Address: \_\_\_\_\_

Name of Corporation: \_\_\_\_\_  
Officers: \_\_\_\_\_  
Address: \_\_\_\_\_  
Directors: \_\_\_\_\_  
Address: \_\_\_\_\_  
Shareholders: \_\_\_\_\_  
Address: \_\_\_\_\_

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust: \_\_\_\_\_  
Trustees: \_\_\_\_\_  
Address: \_\_\_\_\_

Beneficiaries: \_\_\_\_\_  
Address: \_\_\_\_\_

(Use additional sheets for more space.)



SEMINOLE COUNTY  
APPLICATION AND AFFIDAVIT

4. For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners.

Name of Partnership: _____	Name of Partnership: _____
Principal: _____	Principal: _____
Address: _____	Address: _____

(Use additional sheets for more space.)

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

Contract Vendee:	Contract Vendee:
Name: _____	Name: _____
Address: _____	Address: _____

(Use additional sheets for more space.)

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.
7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

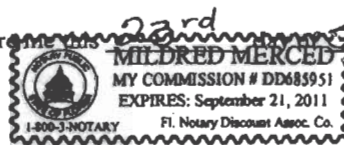
Date 9/23/08

James W. Johnston  
Owner, Agent, Applicant Signature  
Mary E. Isaacson  
Attorney in fact

STATE OF FLORIDA  
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 23rd day of September, 2008 by MARY E. ISAACSON

Michael Mercet  
Signature of Notary Public



Print, Type or Stamp Name of Notary Public

Personally Known ☒ OR Produced Identification ☐  
Type of Identification Produced \_\_\_\_\_

**For Use by Planning & Development Staff**

Date: \_\_\_\_\_ Application Number: \_\_\_\_\_

**MINUTES FOR THE SEMINOLE COUNTY  
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION  
FEBRUARY 4, 2009**

**Members present:** Matthew Brown, Walt Eismann, Rob Wolf, Dudley Bates, Ben Tucker and Kimberly Day.

**Members absent:** Melanie Chase.

**Also present:** Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; Austin Watkins, Senior Planner; Ian Sikonia, Senior Planner; Joy Williams, Planner; Jim Potter, Senior Engineer, Development Review Division; Cynthia Sweet, Senior Planner; Kathleen Furey-Tran, Assistant County Attorney; and Connie R. DeVasto, Clerk to the Commission.

**E. Maitland-Bear Lake Plaza SSLUA and Rezone; Bryan Potts, applicant; 0.94 ± acres; Small Scale Land Use Amendment from LDR (Low Density Residential) to COM (Commercial) and rezone from A-1 (Agriculture) to PCD (Planned Commercial Development); located at the northwest corner of Bear Lake Road and Maitland Boulevard. (Z2008-47 / 08SS.06)**

District 3 - Van Der Weide  
Austin Watkins, Senior Planner

**Austin Watkins, Planning Division** – presented this item and stated the Applicant is proposing an 8,550 square foot retail/office building with the following permitted uses:

- Veterinary Services
- Travel Agencies
- Ticket Agencies
- Cellular Telephone Sales
- Paint/Wallpaper Stores
- Hardware Stores
- Convenience Food Stores
- Grocery Stores
- Retail Bakery Shops
- Clothing Stores
- Furniture Stores
- Restaurants
- Drug Stores
- Book Stores
- Office Supplies
- Stationery Stores



- Jewelry Stores
- Banks
- Real Estate Offices
- Laundry/Dry Cleaning Retail
- Beauty Shops
- Quick Print
- Dentists
- Watch/Clock Repair
- Dance Schools
- Engineering Offices

The proposed development is located within the jurisdictions of Seminole and Orange Counties. Portions of the building, parking, open space and buffering is located within both jurisdictions. If the proposed request is approved by the Seminole County Board of County Commissioners and the Orange County portion is approved by the Orange County Board of County Commissioners, a Memorandum of Understanding (MOU) between the Seminole and Orange County Boards of County Commissioners may be entered into. The MOU will provide for the cooperative and coordinated handling of the proposed land development. The MOU addresses site plan review, building inspections, impact fees, concurrency, utilities, permitting, and other issues.

Staff recommends approval of this request.

**Commissioner Brown** - asked if there were any plans to build a trail on the railroad line behind the proposed property.

**Mr. Watkins** – there are plans to eventually build a trail on this section but is not sure when this will happen due to economic constraints.

**Bryan Potts, Applicant** – stated that he agrees with Staff findings and would be happy to answer any questions the Commissioners might have.

No one spoke in favor or opposition of this item from the audience.

**Commissioner Brown made a motion to recommend approval of this request.**

**Commissioner Bates seconded the motion.**

**The motion passed unanimously 6 – 0.**



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM****SUBJECT:** ETOR PUD (Planned Unit Development) Major Amendment**DEPARTMENT:** Planning and Development      **DIVISION:** Planning**AUTHORIZED BY:** Dori DeBord**CONTACT:** Austin Watkins**EXT:** 7440**MOTION/RECOMMENDATION:**

1. Approve the requested PUD Major Amendment to the ETOR PUD and Addendum #4 to the ETOR PUD Developer's Commitment Agreement, containing 2.75 ± acres, located at the northwest corner of the intersection of S. Sun Drive and Greenwood Lakes Boulevard, and authorize the Chairman to execute the aforementioned documents, based on staff findings (Robert Horian, applicant); or
2. Deny the requested PUD Major Amendment to the ETOR PUD, containing 2.75 ± acres, located at the northwest corner of the intersection of S. Sun Drive and Greenwood Lakes Boulevard, and authorize the Chairman to execute the Denial Development Order (Robert Horian, applicant); or
3. Continue this item until a time and date certain.

District 4 Carlton D. Henley

Austin Watkins

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**BACKGROUND:**

The ETOR PUD (Planned Unit Development) was originally approved in 1994 as a multi-use Office, Retail and Multi-Family development. In 1994 Tract "C" was approved for 12.41 acres of Office. At this time, the applicant, Robert Horian, is requesting to amend the approved uses of Tract "C" from Office to Office/Retail and increase the allowable retail uses within the neighborhood commercial Tract C-1.

The ETOR PUD was recently amended in March 2008 to allow for a 70-unit 5-story condominium building on Tract C2, which is located on the north side of Sun Drive, adjacent to the subject property. Further, the 2008 amendment also allowed for a 108-unit 4-story condominium complex on the south side of Sun Drive. Tract "C" is approved for 1.22 acres of Office (OP) uses. There is currently an existing two-story office building on Tract "C". The applicant is proposing to modify the permitted uses of Tract "C" from OP uses to: OP uses plus the first floor (ground level) of Tract C may be used for C-1 zoning classification uses per the Seminole County Land Development Code with the following prohibited uses:

Funeral Homes, Hardware Stores, Launderettes and Laundromats, Pet Stores, Plant Nurseries, Theaters, Multi-Family Housing, Communication Towers, Outside Storage of Material.

Additionally, the applicant is requesting to modify the permitted uses of Tract C-1 from Neighborhood Commercial (CN zoning classification) to C-1 zoning classification uses per the

Seminole County Land Development Code with the following prohibited uses:

Funeral Homes, Hardware Stores, Launderettes and Laundromats, Pet Stores, Plant Nurseries, Theaters, Multi-Family Housing, Communication Towers, Outside Storage of Material.

**STAFF RECOMMENDATION:**

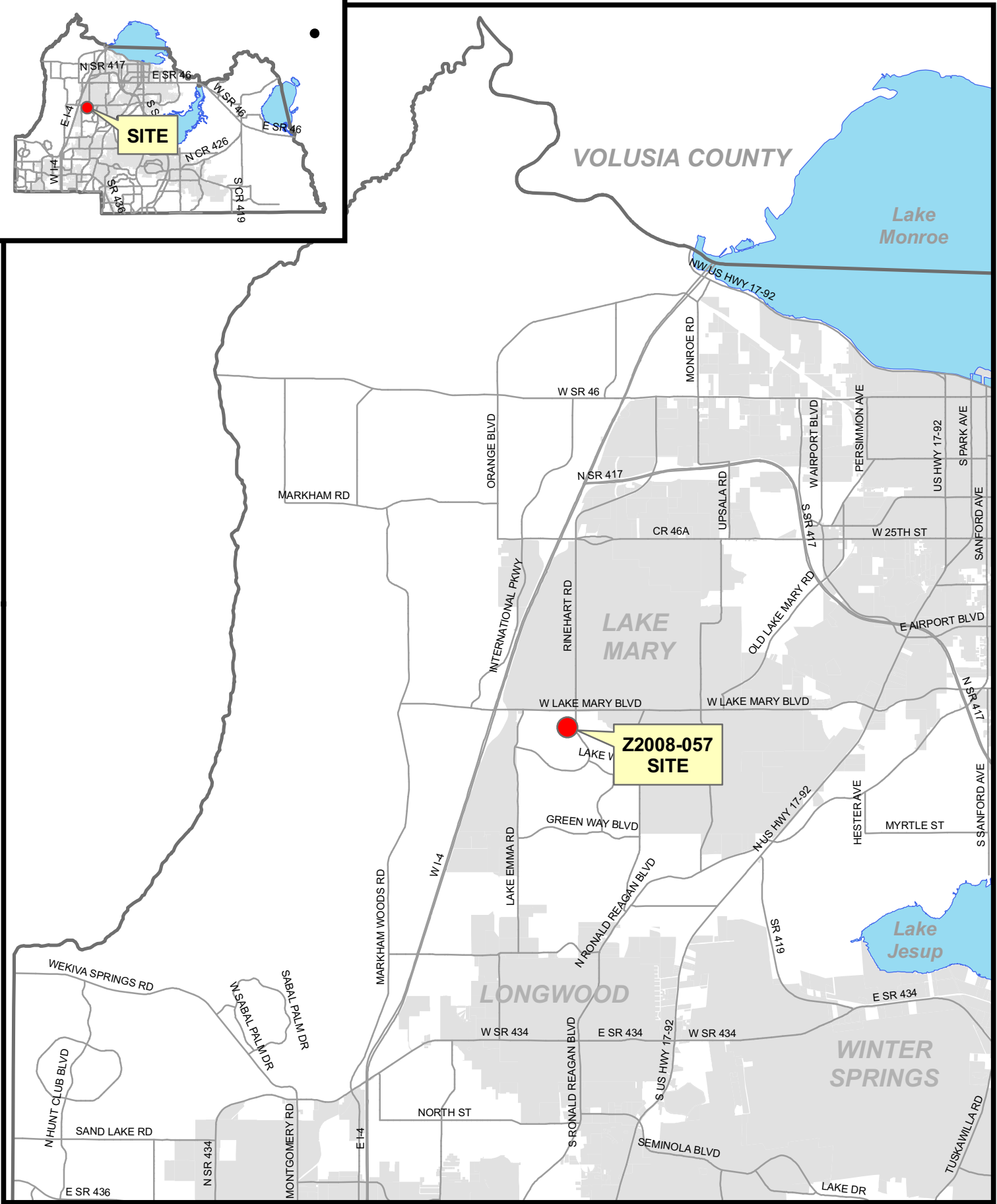
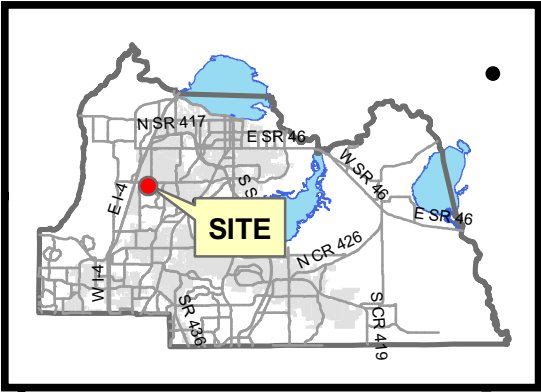
Staff recommends that the Board approve the requested PUD Major Amendment to the ETOR PUD and Addendum #4 to the ETOR PUD Developer's Commitment Agreement, containing 2.75 ± acres, located at the northwest corner of the intersection of S. Sun Drive and Greenwood Lakes Boulevard.

**ATTACHMENTS:**

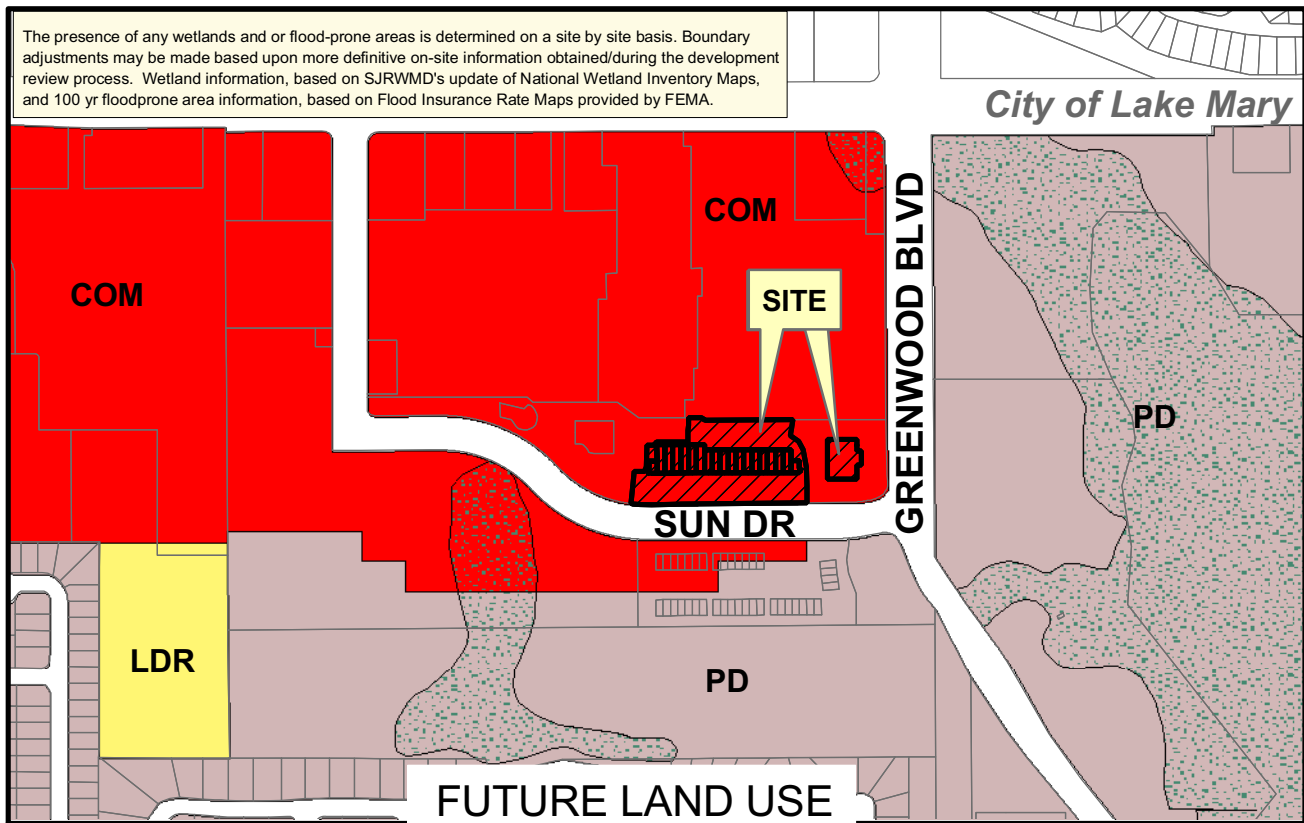
1. Location Map
2. Zoning and Future Land Use Map
3. Aerial Map
4. ETOR PUD Developer's Commitment Agreement Addendum #4
5. ETOR PUD Final Master Plan
6. ETOR PUD Developer's Commitment Agreement
7. Denial Development Order (applicable only if denied)
8. Ownership Disclosure Form
9. Planning and Zoning Commission Minutes

**Additionally Reviewed By:**

☒ County Attorney Review ( Kathleen Furey-Tran )



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: Robert Horian

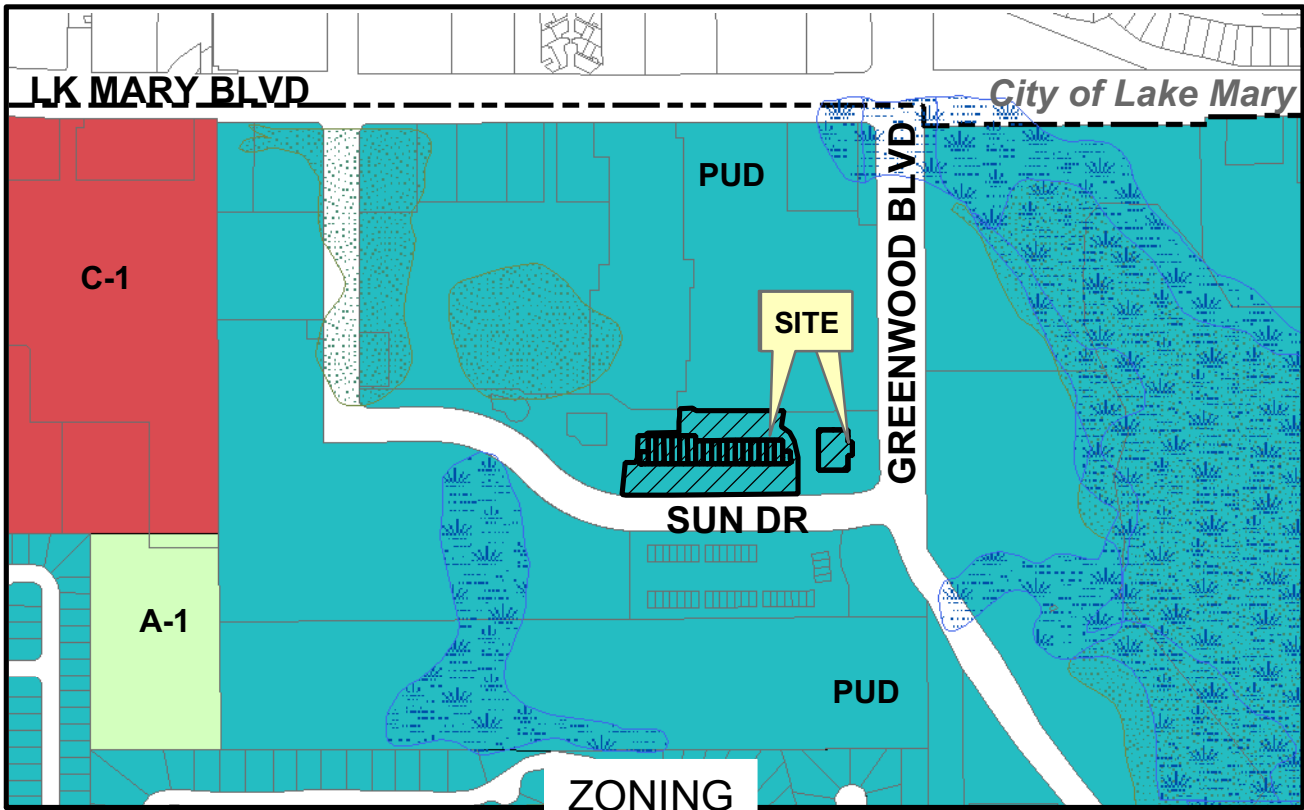
Physical STR: 18-20-30

Gross Acres: 16.29 +/- BCC District: 4

Existing Use: office

Special Notes: \_\_\_\_\_

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2008-057	PUD	PUD







Rezone No: Z2008-057

From: PUD To: PUD



Parcel



Subject Property



Winter 2006 Color Aerials

**ETOR PROPERTIES**  
Planned Unit Development  
Commitments, Classifications and District Description

**ADDENDUM #4**

On March 24, 2009, the Board of County Commissioners of Seminole County issued this Addendum to the “ETOR Planned Unit Development Commitments, Classifications and District Description” (the “PUD”) amending such PUD. Any aspects of that PUD not specifically amended herein or by Addendum #1, Addendum #2, or Addendum #3 shall remain in effect as set forth in that PUD.

(for your references, underlines are additions, strikethroughs are deletions)

**IV. SPECIFIC USES**

Commercial (Tract A & D): Will comply with Seminole County C-2 zoning excluding the following permitted uses: outdoor advertising signs. And excluding the following conditional uses: drive-in theatres, flea markets-open air, paint and body shops, and adult entertainment establishment.

Residential (Tract E):  
Will comply with Seminole County R-4 zoning plus an additional use permitted will be day care facilities.

~~Residential (Tract C):~~ ~~Shall be limited to individually owned townhouses on fee simple lots, together with recreational and open space amenities consistent with Seminole County usable common open space requirements. The Developer shall establish a mandatory homeowners association for the townhouse development in Tract C.~~

Residential (Tracts “C2” – North and “C4” – South):  
Shall comply with the Seminole County R-4 zoning classification (permitted uses only).

Neighborhood Commercial (Tract ~~C~~ C-1):  
~~Shall be limited to uses listed as permitted in the CN zoning classification per the Seminole County Land Development Code.~~  
Shall be limited to uses listed as permitted in the C-1 zoning classification per the Seminole County Land Development Code.  
The following uses shall also be prohibited:



- Funeral Homes
- Hardware Stores
- Launderettes and Laundromats
- Pet Stores
- Plant Nurseries
- Theaters
- Multi-Family Housing
- Communication Towers
- Outside Storage of Material/Parts

Office (Tract B & C-3)

Will comply with Seminole County OP zoning.

Office (Tract C):

Will comply with Seminole County OP zoning. In addition to the OP uses, the first floor (ground level) of Tract C may be used for C-1 zoning classification uses per the Seminole County Land Development Code expect the following shall be prohibited uses:

- Funeral Homes
- Hardware Stores
- Launderettes and Laundromats
- Pet Stores
- Plant Nurseries
- Theaters
- Multi-Family Housing
- Communication Towers
- Outside Storage of Material/Parts

All other floors, except the first floor (ground level) of Tract C shall comply with Seminole County OP zoning.

## VI. BUILDING RESTRICTIONS

Residential  
(Tract E)

Building Height: 35 feet maximum  
Number of Stories: one, two and three  
Limited to two story first tier adjacent to Tract "F".

Residential  
(Tract "C2" – North)

Building Height: 55'6 maximum  
Number of Stories: 5-story maximum  
No accessory structures shall be permitted.

Residential  
(Tract “C4” – South)

Building Height:	45 feet maximum
Number of Stories:	4-story maximum
Accessory Building Height:	35 feet maximum
Accessory Number of Stories:	1 story maximum

Neighborhood Commercial  
(Tract € C-1)

Building Height:	35 feet maximum
------------------	-----------------

**BUILDING SETBACKS**

Lake Mary Blvd.:  
Sun Drive:

Commercial:	50 feet
Office:	25 - feet
Residential: ( <u>Tract E</u> )	25 feet – Single Story
	35 feet – Two Story
	45 feet – Three Story

Greenwood Blvd.:

Commercial:	25 feet
<del>Residential:</del>	<del>25 feet – Single Story</del>
	<del>35 feet – Two Story</del>
	<del>45 feet – Three Story</del>

Commercial use:

Front:	25 feet
Side:	0 feet
Rear:	10 feet

Office Use:

Front:	25 feet
Side:	0 feet
Rear:	10 feet

Neighborhood Commercial (Tract € C-1):

Front:	25 feet
Side:	0 feet
Rear:	10 feet

Residential (Tract “C2” – North):

Front ( <del>7-Story Maximum</del> )	25 feet
Side (Adjacent to Retail or Office)	10 feet
Rear (Adjacent to Retail or Office)	10 feet

Residential (Tract “C4” – South):

Front ( <del>1-Story Maximum</del> )	25 feet
<del>Front (4-Story Maximum)</del>	<del>25 feet</del>
Side (Adjacent to Retail or Office)	15 feet

Side (adjacent to Multi-Family Residential) 25 feet  
Rear 20 feet  
Minimum distance between buildings: 50 feet

## **BUFFERS**

Lake Mary Blvd.: 15 ft.

Greenwood Blvd.: 5 ft. and 15 ft.  
(Lake Mary Blvd  
Gateway Corridor)

South Property Line: 100 foot Natural Buffer

Office Use: 10 ft. abutting  
residential

A 6 foot high masonry block wall will be installed on the north side of the 100 foot natural buffer as shown on the Final Master Plan. Except as precluded by environmentally sensitive areas.

Done and Ordered this 24th day of March, 2009.

By: \_\_\_\_\_  
Bob Dallari, Chairman Board of County Commissioners

**OWNER'S CONSENT AND COVENANT**

**COMES NOW**, the owner, Regal Pointe Park North Condominium Association, Inc., 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 Developer's Commitment Agreement.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Ron Semans, President

\_\_\_\_\_  
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 Ron Semans 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 \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public, in and for the County and State  
Aforementioned

My Commission Expires:

**Exhibit "A"**  
**Legal Description**

**DESCRIPTION: LOT 1A**

FROM THE MOST NORTHWESTERLY CORNER OF LOT 3, GREENWOOD AT LAKE MARY PHASE 2, AS RECORDED IN PLAT BOOK 54, PAGES 48 THROUGH 51, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, RUN ALONG THE BOUNDARY OF SAID LOT 3 THE FOLLOWING COURSES AND DISTANCES: N89°48'27"E A DISTANCE OF 489.96 FEET; THENCE S53°57'05"E A DISTANCE OF 20.30 FEET; THENCE N89°48'27"E A DISTANCE OF 255.50 FEET; THENCE S53°57'05"E A DISTANCE OF 81.19 FEET; THENCE N89°48'27"E A DISTANCE OF 145.32 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE NORTHERLY BOUNDARY OF SAID LOT 3 RUN S00°11'33"E A DISTANCE OF 30.00 FEET; THENCE S04°50'50"W A DISTANCE OF 24.09 FEET; THENCE S00°11'33"E A DISTANCE OF 26.27 FEET; THENCE S89°48'27"W A DISTANCE OF 96.22 FEET; THENCE S40°47'39"W A DISTANCE OF 11.56 FEET; THENCE S89°48'27"W A DISTANCE OF 19.60 FEET; THENCE S02°40'25"W A DISTANCE OF 68.03 FEET; THENCE S25°24'33"W A DISTANCE OF 14.14 FEET; THENCE S89°48'27"W ON A NON-RADIAL BEARING A DISTANCE OF 32.05 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWEST AND HAVING A RADIUS OF 250.00 FEET; THENCE FROM A CHORD BEARING OF S03°39'51"W RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°32'03" A DISTANCE OF 24.15 FEET TO THE P.T. OF SAID CURVE; RUN THENCE S06°25'52"W A DISTANCE OF 65.48 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY BOUNDARY OF SAID LOT 3; SAID POINT OF INTERSECTION BEING ON THE ARC OF A CURVE CONCAVE NORTHEAST AND HAVING A RADIUS OF 372.50 FEET; THENCE FROM A CHORD BEARING OF S86°01'23"E RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 3; THROUGH A CENTRAL ANGLE OF 08°20'20" A DISTANCE OF 54.21 FEET TO THE P.T. OF SAID CURVE; RUN THENCE N89°48'27"E A DISTANCE OF 498.39 FEET; THENCE DEPARTING THE SOUTHERLY LINE OF SAID LOT 3 RUN N00°11'36"W A DISTANCE OF 38.00 FEET; THENCE N08°46'55"E A DISTANCE OF 37.06 FEET; THENCE N00°33'32"W A DISTANCE OF 70.39 FEET TO THE P.C. OF A CURVE CONCAVE SOUTHWEST AND HAVING A RADIUS OF 62.00 FEET; RUN THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°16'46" A DISTANCE OF 85.79 FEET; THENCE FROM A CHORD BEARING OF S40°11'55"E RUN N10°09'42"E ON A RADIAL BEARING A DISTANCE OF 43.72 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID LOT 3; RUN THENCE ALONG THE NORTHERLY LINE OF SAID LOT 3 THE FOLLOWING COURSES AND DISTANCES; S89°48'30"W A DISTANCE OF 270.43 FEET; THENCE N56°21'48"W A DISTANCE OF 27.24 FEET; THENCE S89°48'27"W A DISTANCE OF 44.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.75 ACRES

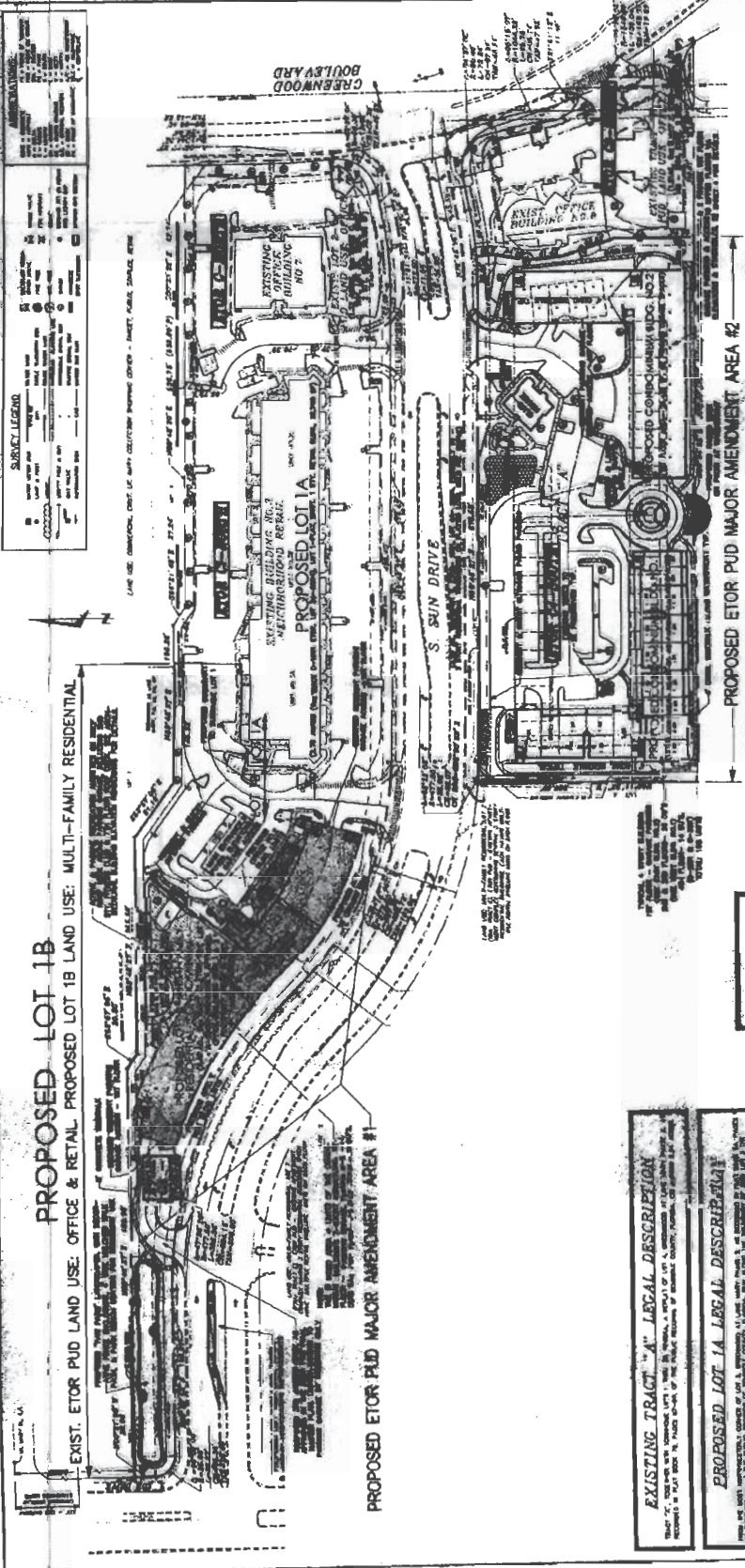
AND BLDG 7 REGAL POINT PARK NORTH A CONDOMINIUM PB 70 PBS 23





PREPARED FOR  
UNCOR PROPERTIES, INC.  
60 N. PALMETTO AVENUE  
SANFORD, FL 32771  
PHONE (407) 688-7644  
FAX: (407) 688-7920

EXIST. ETOR PUD LAND USE: OFFICE & RETAIL. PROPOSED LOT 1B LAND USE: MULTI-FAMILY RESIDENTIAL



—PROPOSED ETOR PUD MAJOR AMENDMENT AREA #2—

SITE DATA

EXISTING TRACT "A" LEGAL DESCRIPTION

PROPOSED LOT 1A LEGAL DESCRIPTION

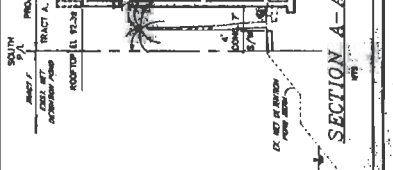
**PROPOSED LOT 1B LEGAL DESCRIPTION**

IDENTIFICATION OF SUBJECT		IDENTIFICATION OF SOURCE		IDENTIFICATION OF INFORMATION		IDENTIFICATION OF DISSEMINATION	
1.	NAME (Last, First, Middle Initial)	2.	DATE OF BIRTH	3.	PLACE OF BIRTH	4.	EDUCATION
5.	RELIGION	6.	POLITICAL AFFILIATION	7.	PROFESSION	8.	ACTIVITY
9.	RESIDENCE	10.	TELEPHONE	11.	VEHICLE	12.	OTHER
13.	IDENTIFICATION OF SOURCE	14.	DATE OF BIRTH	15.	PLACE OF BIRTH	16.	EDUCATION
17.	RELIGION	18.	POLITICAL AFFILIATION	19.	PROFESSION	20.	ACTIVITY
21.	RESIDENCE	22.	TELEPHONE	23.	VEHICLE	24.	OTHER
25.	IDENTIFICATION OF INFORMATION	26.	DATE OF BIRTH	27.	PLACE OF BIRTH	28.	EDUCATION
29.	RELIGION	30.	POLITICAL AFFILIATION	31.	PROFESSION	32.	ACTIVITY
33.	RESIDENCE	34.	TELEPHONE	35.	VEHICLE	36.	OTHER
37.	IDENTIFICATION OF DISSEMINATION	38.	DATE OF BIRTH	39.	PLACE OF BIRTH	40.	EDUCATION
41.	RELIGION	42.	POLITICAL AFFILIATION	43.	PROFESSION	44.	ACTIVITY
45.	RESIDENCE	46.	TELEPHONE	47.	VEHICLE	48.	OTHER
49.	IDENTIFICATION OF DISSEMINATION	50.	DATE OF BIRTH	51.	PLACE OF BIRTH	52.	EDUCATION
53.	RELIGION	54.	POLITICAL AFFILIATION	55.	PROFESSION	56.	ACTIVITY
57.	RESIDENCE	58.	TELEPHONE	59.	VEHICLE	60.	OTHER
61.	IDENTIFICATION OF DISSEMINATION	62.	DATE OF BIRTH	63.	PLACE OF BIRTH	64.	EDUCATION
65.	RELIGION	66.	POLITICAL AFFILIATION	67.	PROFESSION	68.	ACTIVITY
69.	RESIDENCE	70.	TELEPHONE	71.	VEHICLE	72.	OTHER
73.	IDENTIFICATION OF DISSEMINATION	74.	DATE OF BIRTH	75.	PLACE OF BIRTH	76.	EDUCATION
77.	RELIGION	78.	POLITICAL AFFILIATION	79.	PROFESSION	80.	ACTIVITY
81.	RESIDENCE	82.	TELEPHONE	83.	VEHICLE	84.	OTHER
85.	IDENTIFICATION OF DISSEMINATION	86.	DATE OF BIRTH	87.	PLACE OF BIRTH	88.	EDUCATION
89.	RELIGION	90.	POLITICAL AFFILIATION	91.	PROFESSION	92.	ACTIVITY
93.	RESIDENCE	94.	TELEPHONE	95.	VEHICLE	96.	OTHER
97.	IDENTIFICATION OF DISSEMINATION	98.	DATE OF BIRTH	99.	PLACE OF BIRTH	100.	EDUCATION
101.	RELIGION	102.	POLITICAL AFFILIATION	103.	PROFESSION	104.	ACTIVITY
105.	RESIDENCE	106.	TELEPHONE	107.	VEHICLE	108.	OTHER
109.	IDENTIFICATION OF DISSEMINATION	110.	DATE OF BIRTH	111.	PLACE OF BIRTH	112.	EDUCATION
113.	RELIGION	114.	POLITICAL AFFILIATION	115.	PROFESSION	116.	ACTIVITY
117.	RESIDENCE	118.	TELEPHONE	119.	VEHICLE	120.	OTHER
121.	IDENTIFICATION OF DISSEMINATION	122.	DATE OF BIRTH	123.	PLACE OF BIRTH	124.	EDUCATION
125.	RELIGION	126.	POLITICAL AFFILIATION	127.	PROFESSION	128.	ACTIVITY
129.	RESIDENCE	130.	TELEPHONE	131.	VEHICLE	132.	OTHER
133.	IDENTIFICATION OF DISSEMINATION	134.	DATE OF BIRTH	135.	PLACE OF BIRTH	136.	EDUCATION
137.	RELIGION	138.	POLITICAL AFFILIATION	139.	PROFESSION	140.	ACTIVITY
141.	RESIDENCE	142.	TELEPHONE	143.	VEHICLE	144.	OTHER
145.	IDENTIFICATION OF DISSEMINATION	146.	DATE OF BIRTH	147.	PLACE OF BIRTH	148.	EDUCATION
149.	RELIGION	150.	POLITICAL AFFILIATION	151.	PROFESSION	152.	ACTIVITY
153.	RESIDENCE	154.	TELEPHONE	155.	VEHICLE	156.	OTHER
157.	IDENTIFICATION OF DISSEMINATION	158.	DATE OF BIRTH	159.	PLACE OF BIRTH	160.	EDUCATION
161.	RELIGION	162.	POLITICAL AFFILIATION	163.	PROFESSION	164.	ACTIVITY
165.	RESIDENCE	166.	TELEPHONE	167.	VEHICLE	168.	OTHER
169.	IDENTIFICATION OF DISSEMINATION	170.	DATE OF BIRTH	171.	PLACE OF BIRTH	172.	EDUCATION
173.	RELIGION	174.	POLITICAL AFFILIATION	175.	PROFESSION	176.	ACTIVITY
177.	RESIDENCE	178.	TELEPHONE	179.	VEHICLE	180.	OTHER
181.	IDENTIFICATION OF DISSEMINATION	182.	DATE OF BIRTH	183.	PLACE OF BIRTH	184.	EDUCATION
185.	RELIGION	186.	POLITICAL AFFILIATION	187.	PROFESSION	188.	ACTIVITY
189.	RESIDENCE	190.	TELEPHONE	191.	VEHICLE	192.	OTHER
193.	IDENTIFICATION OF DISSEMINATION	194.	DATE OF BIRTH	195.	PLACE OF BIRTH	196.	EDUCATION
197.	RELIGION	198.	POLITICAL AFFILIATION	199.	PROFESSION	200.	ACTIVITY
201.	RESIDENCE	202.	TELEPHONE	203.	VEHICLE	204.	OTHER







[illegible]

ETOR PROPERTIES  
PLANNED UNIT DEVELOPMENT  
COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION

APPROVED BY THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS  
ON JULY 30, 1991

FILED IN OFFICE  
CITY COMMISSIONER'S OFFICE  
CERTIFIED COPY  
MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA  
91 AUG 14 AM 11:52  
CLERK TO C.C. BY *S. Wall*  
SEMINOLE CO. BY  
D.C. DEPUTY CLERK

I. LEGAL DESCRIPTION

From the East 1/4 Corner of Section 18, Township 20 South, Range 30 East, Seminole County, Florida, run North 00°34'14" West, along the East line of the Northeast 1/4 of said Section 18, a distance of 663.57 feet to the South line of the North 3/4 of the Northeast 1/4 of said Section 18, for a POINT OF BEGINNING, thence continue North 00°34'14" West, 382.24 feet to a point on a curve thence run Northwesterly along said curve concave Northeasterly having a radius of 1540.00 feet, a central angle of 06°39'34", a chord bearing of North 25°11'40" West, for an arc distance of 178.99 feet, thence run North 21°51'53" West, 11.46 feet, thence run Northwesterly along a curve concave Easterly having a radius of 1044.32 feet, a central angle of 21°17'40", a chord bearing of North 11°13'03" West, for an arc distance of 388.13 feet run North 00°34'13" West, 967.25 feet, thence run Northwesterly along a curve concave Southwesterly having a radius of 50.00 feet, a central angle of 89°37'27", a chord bearing of North 45°22'57" West, for an arc distance of 78.21 feet to a point on the South Right-of-Way line of Lake Mary Blvd., said South Right-of-Way being 40.00 feet South and parallel with the North line of the Northeast 1/4 of said Section 18, thence run South 89°48'19" West, along said Right-of-Way line 1949.36 feet to the East line of the West 389.498 feet of said Northeast 1/4 of Section 18, thence run South 00°21'16" East, along said East line 1959.52 feet to the South line of the North 3/4 of said Northeast 1/4, same being the North line of GREENWOOD LAKES UNIT 2, according to the Plat thereof as recorded in Plat Book 22, Pages 2 and 3, of the Public Records of Seminole County, Florida, thence run South 89°34'16" West, along said South line of the North 3/4 a distance of 770.81 feet to the Northeast corner of Lot 17, GREENWOOD LAKES UNIT 2 FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 23, Page 52, said Public Records of Seminole County, Florida, thence run South 18°30'27" West, along the Easterly line of said Lot 17, a distance of 102.83 feet (Plat distance of 103.69 feet) to the North line of MORNING GLORY DRIVE as shown on said Plat of GREENWOOD LAKES UNIT 2 FIRST ADDITION, thence run Northeasterly along MORNING GLORY DRIVE and a curve concave Northwesterly having a radius of 166.82 feet, a central angle of 11°18'48", a chord bearing of North 51°16'56" East, for an arc distance of 32.94 feet to a point of reverse curve, thence run along a curve concave Southeasterly having a radius of 275.00 feet, a central angle of 44°00'00", a chord bearing of North 67°34'16" East, for an arc distance of 211.18 feet to the Northeast corner of said Plat of GREENWOOD LAKES UNIT 2 FIRST ADDITION, said Northeast corner being on the South line of the North 3/4 of said Northeast 1/4, thence run North 89°34'16" West, 1136.58 feet to the Point of Beginning. Containing 90.20 acres. Less the additional right-of-way for Lake Mary Boulevard.

~~TOP SECRET~~II. STATEMENT OF BASIC FACTS

Commercial Area	31.99 Acres
Office Area	15.00 Acres
Residential Area	17.08 Acres
Retention, Recreation & Open Space	19.81 Acres
Right-of-Way	6.32 Acres
Total Area	90.20 Acres
Residential Density	17.6 D.U.A.

III. TRACT SUMMARY

<u>TRACT DESIGNATION</u>	<u>LAND USE</u>	<u>AREA</u>	<u>% OF SITE</u>
A	Commercial	2.08 Acres	2%
B	Office	2.59 Acres	6%
C	Office	12.41 Acres	11%
D	Commercial	29.91 Acres	33%
E	Residential-300 Units	17.08 Acres	19%
F	Recreation/Open Space Retention	19.81 Acres	22%
R.O.W.	Public Street	<u>6.32 Acres</u>	<u>7%</u>
	TOTAL	90.20 Acres	100%

IV. SPECIFIC USES

Residential: Uses consist of residential dwelling units plus the following additional uses: day care facilities, churches and adult congregate living facilities and group homes.

Office: Will comply with Seminole County OP zoning.

Commercial: Will comply with Seminole County C-2 zoning excluding the following permitted uses: outdoor advertising signs. And excluding the following conditional uses: drive-in theatres, flea markets-open air, paint and body shops, and adult entertainment establishment.

V. OPEN SPACE

Tract "F" Recreation/Retention/Open Space	19.81 Acres
---	-------------

Use of area is limited to the residents of Etor Properties and their guests.

20% of Tract "E" (17.08 Acres)

3.42 Acres

Use of area is limited to the residents of Tract "E".

TOTAL OPEN SPACE

23.23 Acres

## VI. BUILDING RESTRICTIONS

Residential: Building Height: 35 Feet Maximum  
Number of Stories: One, Two and Three  
Limited to two story first tier adjacent to Tract "F".

### BUILDING SETBACKS

Lake Mary Blvd.:		50 Feet
Sun Drive:	Commercial:	25 Feet
	Office:	25 Feet
	Residential:	25 Feet - Single Story
		35 Feet - Two Story
		45 Feet - Three Story
Greenwood Blvd.:	Commercial:	25 Feet
	Residential:	25 Feet - Single Story
		35 Feet - Two Story
		45 Feet - Three Story
Commercial Use:	Front:	25 Feet
	Side:	0 Feet
	Rear:	10 Feet
Office Use:	Front:	25 Feet
	Side:	0 Feet
	Rear:	10 Feet
Residential:	Front:	25, 35 and 45 Feet
	Side:	25, 35 and 45 Feet
	Rear:	0 Feet Adjacent to Tract "F"

### BUFFERS

Lake Mary Blvd.:	15 Ft.
Greenwood Blvd.:	5 Ft. and 15 Ft. (Lake Mary Blvd. Gateway Corridor)
South Property Line:	100 Ft. Natural Buffer
Office Use:	10 Ft. Abutting Residential

A 6 foot high masonry block wall will be installed on the north side of the 100 foot natural buffer as shown on the Final Master Plan. Except as precluded by environmentally sensitive areas.

#### VII. VEHICULAR AND PEDESTRIAN TRAFFIC

- a. The Developer shall dedicate a 105 ft. right-of-way for the extension of Sun Drive from Lake Mary Boulevard to Greenwood Boulevard.
- b. The Developer shall dedicate an additional 52 ft. of right-of-way for Lake Mary Boulevard for a total 1/2 right-of-way width of 92 feet.
- c. The Developer shall dedicate a cross access easement through Tract D from Sun Drive eastward to Greenwood Boulevard.
- d.
  1. At the intersection of Lake Mary Boulevard and Greenwood Boulevard, construct a second northbound and southbound through lane on Greenwood Boulevard, a second westbound left turn lane on Lake Mary Boulevard and a continuous right turn lane on Lake Mary Boulevard from the northwest property corner to Greenwood Boulevard.
  2. At the intersection of Lake Mary Boulevard and Sun Drive, install an eight-phase traffic signal.
  3. At the intersection of Greenwood Boulevard and Sun Drive, install an eight-phase traffic signal.
  4. All roadway improvement commitments above will be completed prior to first C.O.
- e. Five foot wide pedestrian sidewalks will be provided along Sun Drive through the development as per the typical section shown on the Final Master Plan.

#### VIII. RECREATION

Recreational facilities, both active and passive, are to be included within the development. All recreational facilities within the residential development (Tract "E"), will be installed by the developer of said tract. Specific recreational facilities to be installed are swimming pool, tennis court, and jogging trail. These facilities will be completed prior to issuance of a C.O. for the 150th dwelling unit in the residential section.

IX. PUBLIC FACILITIES

1. Potable Water:

- a. There is an existing 12-inch water main along the west side of Greenwood Blvd. and a stubbed 12-inch water main along the south side of Lake Mary Blvd. at the northwest corner of the project and the northeast corner of the project. A proposed 12-inch water main will be constructed along the westerly and southerly side of Sun Drive from Lake Mary Blvd. to Greenwood Blvd. Water distribution by Seminole County. The commercial tracts, office tracts and residential tract shall be master metered for water service. Master meters will be provided for each final platted lot or tract.

2. Wastewater Collection:

- a. There is an existing 12-inch gravity sanitary sewer main along Greenwood Blvd. within the Florida Power Corporation easement. The tie-in point for the project will be at the southeast corner of the site. Wastewater treatment by Seminole County.

3. Stormwater Management:

- a. The stormwater collection and retention system will be designed in accordance with all Seminole County and St. Johns River Water Management District criteria. A 25 year/24 hour storm event will be the basis of design for storm routing and retention. The proposed drainage facilities, easements, and retention pond for the Lake Mary Blvd. improvements located within the project will be relocated as per the Joint Use Agreement between Etor Properties Ltd. and Seminole County dated March 7, 1991. Maintenance for the stormwater retention facilities will be funded by an owners association with Seminole County participating to the extent of their regular quarterly maintenance.

4. Re-Use Water System:

- a. This project will be required to connect to the County's re-use water system for irrigation when available at the project site.

X. OTHER COMMITMENTS

- A. A voluntary payment of \$350.00 per dwelling unit at the time of "Certificate of Occupancy", to the public school impact fund.

- B. The southerly 100 feet of the property will be maintained as a natural buffer (including the triangular shape extending into the Brandermill Subdivision).
- C. The adjacent 300 feet lying north of the 100 foot wide buffer will be reserved for recreation, open space, and stormwater retention and will be limited to the Etor property residents and their guests.
- D. A six-foot high masonry wall to be constructed east and west along the northerly boundary of the 100 foot buffer and south along the westerly line of the power line easement to the south property line. No wall or other type of fencing to be done in wetland areas.
- E. The first row of all buildings constructed adjacent to Tract "F" shall not exceed two (2) stories. The remainder may be three (3) stories but no structures may exceed 35 feet in height.
- F. All access to the Etor property will be from Lake Mary Boulevard or Greenwood Boulevard.
- G. This entire project shall comply with the lighting, landscaping, and signage standards contained in the Lake Mary Boulevard Gateway Corridor Ordinance. Lake Mary Boulevard Gateway Corridor Ordinance setbacks apply only to Lake Mary Boulevard.
- H. Trash receptacles must be contained in enclosed areas, either wood or masonry.
- I. The buffer area (including the triangular shaped area) shall be conveyed to the Brandermill and Reserve Homeowners Association. The conveyance should take place upon completion of construction of the fences and walls referred to in paragraph D.
- J. Tract "F" will count toward density calculations, open space, landscaping, and setbacks for the development of the remainder of the property.
- K. If any land use changes are contemplated from the current zoning classification within the next two years, the Brandermill and Reserve Homeowners Associations shall be notified in writing at least two (2) weeks prior to any public hearings.
- L. Any commitments with the Brandermill and Reserve Homeowners Association letter dated September 11, 1990, not outlined in the above paragraphs, shall be complied with.

XI. CODES AND ORDINANCES

Unless specifically addressed in this agreement, all development shall fully comply with all codes and ordinances, including impact fee ordinances, in effect in Seminole County at the time of issuance of any permit.

XII. DEVELOPER DEFINITION

1. When the term "Developer" is used herein, the same shall apply to the specific developer as noted below in the signature block of this agreement. All obligations, liabilities, and responsibilities shall be assumed by any and all successors.

For Etor Properties, Ltd.:

Witness:

[Signature]

[Signature]

Witness:

\_\_\_\_\_

For Seminole County:

Witness:

[Signature]

[Signature]  
Chairman of Seminole County  
Board of County Commissioners

Witness:

[Signature]



# ETOR PROPERTIES

Planned Unit Development

## ADDENDUM #1

ADDENDUM APPROVED ON JUNE 11, 2002

The Etor Properties Planned Unit Development Commitment Agreement dated July 30, 1991, and amended on December 11, 2001, is hereby amended as follows:

### II. STATEMENT OF BASIC FACTS

Commercial Area	31.99 acres
Office Area	12.41 acres
Residential Area	17.08 acres
Mixed Office and Commercial Area	2.59 acres
Retention, Recreation & Open Space	19.81 acres
Right-of-Way	6.32 acres
Total Area	90.20 acres
Residential Density	17.6 D.U.A.

### III. TRACT SUMMARY

<u>TRACT DESIGNATION</u>	<u>LAND USE</u>	<u>AREA</u>	<u>% OF SITE</u>
A	Commercial	2.08 acres	2%
B	Office, Commercial*	2.59 acres	6%
C	Office	12.41 acres	11%
D	Commercial	29.91 acres	33%
E	Residential-300 units	17.08 acres	19%
F	Recreation, Open Space, Retention	19.81 acres	22%
R.O.W.	Public Street	<u>6.32 acres</u>	<u>7%</u>
	TOTAL	90.2 acres	100%

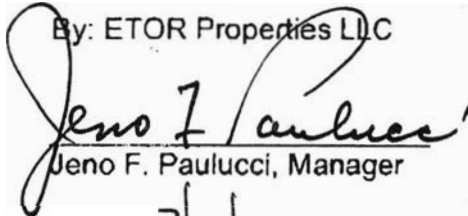
\*The Owner shall provide a six-foot high fence along the south property line which shall be constructed of split-face block. The Owner shall also provide a row of canopy trees along the south property line.

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
CLERK OF SEMINOLE COUNTY  
BK 04488 PG 0928  
FILE NUM 2002923045  
RECORDED 08/12/2002 09:18:37 AM  
RECORDING FEES 15.00  
RECORDED BY S Coatsney

CERTIFIED COPY  
MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA  
BY Eva Roach  
DEPUTY CLERK

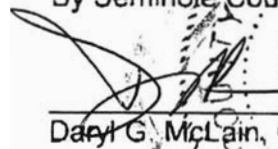
Approved and Accepted:

By: ETOR Properties LLC

  
Jeno F. Paulucci, Manager

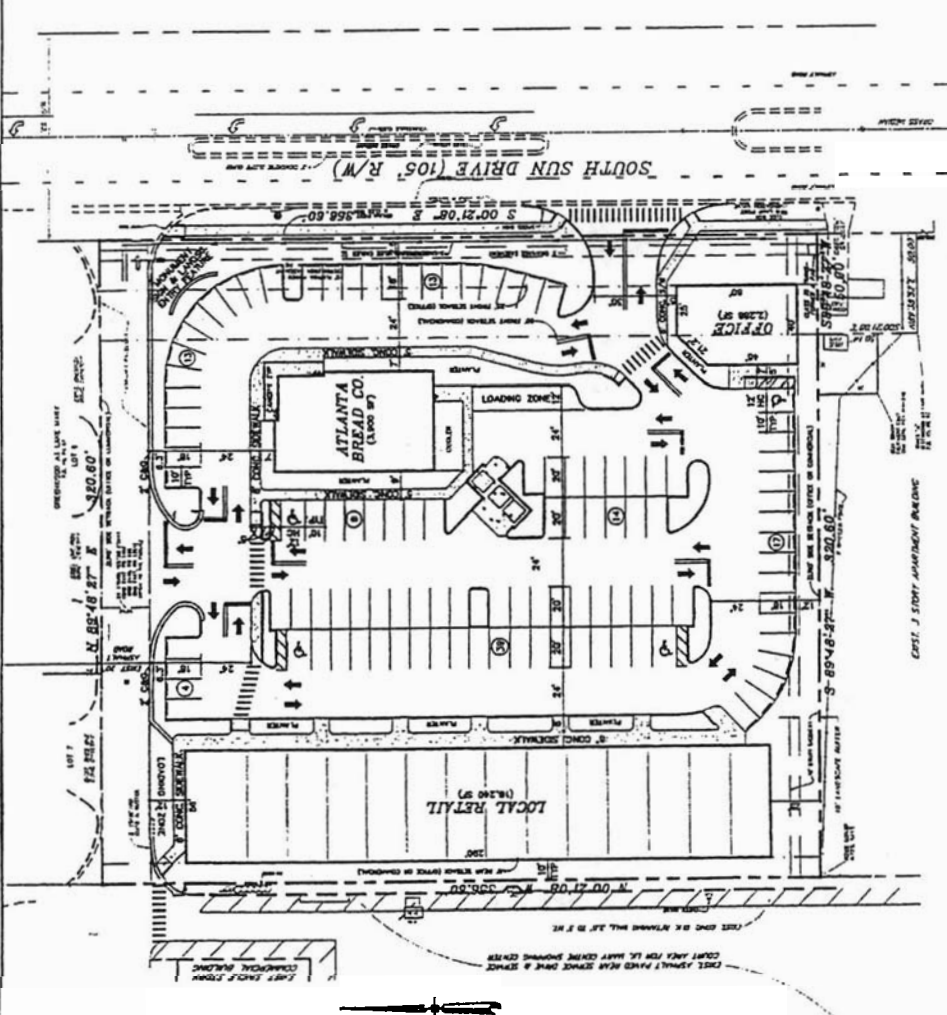
Date: 7/22/02

By Seminole County

  
Daryl G. McLain, Chairman

Date: Aug 8, 2002





**SITE DATA**

STATEMENT OF INTENT:  
APPLICANT REQUESTS APPROVAL OF A MINOR AMENDMENT TO THE ZONING ORDINANCE TO ALLOW THE PROPOSED PROJECT TO BE DEVELOPED AS A COMMERCIAL OFFICE BUILDING. THE PROJECT IS LOCATED ON LOT 1, GREENWOOD AT LAKE MARY, A 1.56 ACRES PARCEL, AND IS ADJACENT TO THE EXISTING OFFICE BUILDING ON LOT 2. THE PROPOSED PROJECT WILL BE A 12,000 SF COMMERCIAL OFFICE BUILDING WITH AN ATTACHED 1,000 SF GARAGE. THE PROJECT WILL BE DEVELOPED IN ACCORDANCE WITH THE ZONING ORDINANCE AND THE SUBDIVISION MAP ACT.

NO.	DESCRIPTION	AMOUNT	UNIT
1.	NUMBER OF SPACES REQUIRED BY SEMINOLE COUNTY:		
1.1	OFFICE	12,000	SF
1.2	RETAIL	1,000	SF
1.3	TOTAL	13,000	SF
2.	NUMBER OF SPACES PROVIDED:		
2.1	OFFICE	12,000	SF
2.2	RETAIL	1,000	SF
2.3	TOTAL	13,000	SF
3.	NUMBER OF SPACES REQUIRED BY THE CITY OF LAKE MARY:		
3.1	OFFICE	12,000	SF
3.2	RETAIL	1,000	SF
3.3	TOTAL	13,000	SF
4.	NUMBER OF SPACES PROVIDED BY THE CITY OF LAKE MARY:		
4.1	OFFICE	12,000	SF
4.2	RETAIL	1,000	SF
4.3	TOTAL	13,000	SF
5.	NUMBER OF SPACES REQUIRED BY THE SUBDIVISION MAP ACT:		
5.1	OFFICE	12,000	SF
5.2	RETAIL	1,000	SF
5.3	TOTAL	13,000	SF
6.	NUMBER OF SPACES PROVIDED BY THE SUBDIVISION MAP ACT:		
6.1	OFFICE	12,000	SF
6.2	RETAIL	1,000	SF
6.3	TOTAL	13,000	SF

# ETOR PROPERTIES

## Planned Unit Development

### Commitments, Classifications and District Description

#### ADDENDUM #2

On June 8, 2004, the Board of County Commissioners of Seminole County issued this Addendum to the "ETOR Planned Unit Development Commitments, Classifications and District Description" (the "PUD") amending such PUD. Any aspects of that PUD not specifically amended herein or by Addendum #1 shall remain in effect as set forth in that PUD.

#### II. STATEMENT OF BASIC FACTS

Commercial Area	34.99 acres
Office Area	5.47 acres
Residential Area	21.02 acres
Mixed Office and Commercial Area	2.59 acres
Retention, Recreation & Open Space	19.81 acres
Right-of-Way	6.32 acres
Total Area	90.20 acres
Residential Density (Tract C)	9.9 D.U.A. (gross density)
	12.4 D.U.A. (net density)
Residential Density (Tract E)	17.6 D.U.A.

#### III. TRACT SUMMARY

TRACT DESIGNATION	LAND USE	AREA	% OF SITE
A	Commercial	2.08 acres	2%
B	Office, Commercial*	2.59 acres	3 %
C	Office	5.47 acres	6 %
C	Neighborhood Commercial	3.00 acres	3 %
C	Residential – 39 units	3.94 acres	4%
D	Commercial	29.91 acres	33%
E	Residential – 300 units	17.08 acres	19%
F	Recreation, Open Space, Retention	19.81 acres	22%
R.O.W.	Public Streets	6.32 acres	7%
	<b>TOTAL</b>	<b>90.20 acres</b>	<b>100%</b>

\* The Owner shall provide a six-foot high fence along the south property line which shall be constructed of split-face block. The Owner shall also provide a row of canopy trees along the south property line.

#### IV. SPECIFIC USES

Residential (Tract E): Will comply with Seminole County R-4 zoning plus an additional use permitted will be day care facilities.

CERTIFIED COPY

MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA

BY *Eve Roub*  
DEPUTY CLERK

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 05387 PGS 0435-0438  
CLERK'S # 2004112036  
RECORDED 07/16/2004 10:17:07 AM  
RECORDING FEES 35.50  
RECORDED BY J Eckenroth

RETURN TO SANDY McCANN

Residential (Tract C): Shall be limited to individually-owned townhouses on fee-simple lots, together with recreational and open space amenities consistent with Seminole County usable common open space requirements. The Developer shall establish a mandatory homeowners association for the townhouse development in Tract C.

Neighborhood Commercial (Tract C):

Shall be limited to uses listed as permitted in the CN zoning classification per the Seminole County Land Development Code.

## **V. OPEN SPACE**

Tract "F" Recreation/Retention/Open Space	19.81 acres
Use of area is limited to the residents of ETOR Properties and their guests.	
20% of Tract "E" (17.08 Acres)	3.42 acres
Use of area is limited to the residents of Tract "E".	
25% of the residential portion of Tract "C" (3.94 acres, to be evaluated at Final Engineering)	0.99 acre
<b>TOTAL OPEN SPACE</b>	<b>24.22 acres</b>

## **VI. BUILDING RESTRICTIONS**

Residential (Tract "E"):	Building Height:	35 feet maximum
	Number of Stories:	one, two and three
	Limited to two story first tier adjacent to Tract "F".	

Residential (Tract "C"):	Building Height:	35 feet maximum
	Number of Stories:	2-story maximum
	Minimum Lot Size:	900 square feet
	Minimum Lot Width:	20 feet
	No accessory structures shall be permitted.	

Neighborhood Commercial (Tract "C"):		
	Building Height:	35 feet maximum

## BUILDING SETBACKS

Residential (Tract "E"): no change  
Residential (Tract "C"): **Min. setback** from site boundary: 35 feet  
Min. distance between buildings: 20 feet  
Neighborhood Commercial (Tract "C"):  
Front: 25 feet  
Side: 0 feet  
Rear: 10 feet

## VII. VEHICULAR AND PEDESTRIAN TRAFFIC

- f. The Developer shall install an eastbound left turn lane on Sun Drive at the proposed west entrance to the office and neighborhood commercial site on the north portion of Tract C.
- g. The Developer shall install an eastbound left turn lane on Sun Drive at Greenwood Boulevard.

## X. OTHER COMMITMENTS

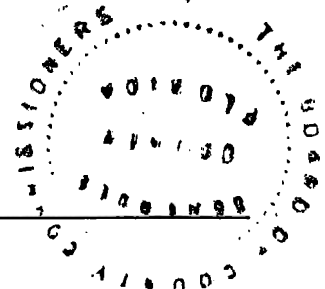
- F. ~~All access to the ETOR property will be from Lake Mary Boulevard or Greenwood Boulevard.~~
- F. Landscaping and irrigation facilities shall be installed in the Sun Drive median strip adjacent to Tract C prior to issuance of the first certificate of occupancy for the townhouses and/or neighborhood retail center in that tract.

Done and Ordered this 8<sup>th</sup> day of June, 2004.

By: \_\_\_\_\_

Daryl G. McLain  
Chairman

Seminole County Board of County Commissioners



MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 07006 Pgs 1645 - 1658; (14pgs)  
CLERK'S # 2008065604  
RECORDED 06/05/2008 04:12:08 PM  
RECORDING FEES 120.50  
RECORDED BY G Harford

**ETOR PROPERTIES**  
Planned Unit Development  
Commitments, Classifications and District Description

**ADDENDUM #3**

On March 25, 2008, the Board of County Commissioners of Seminole County issued this Addendum to the "ETOR Planned Unit Development Commitments, Classifications and District Description" (the "PUD") amending such PUD. Any aspects of that PUD not specifically amended herein or by Addendum #1 or Addendum #2 shall remain in effect as set forth in that PUD.

**II. STATEMENT OF BASIC FACTS**

Commercial Area	34.74 acres
Office Area	2.53 acres
Residential Area	23.83 acres
Mixed Office and Commercial Area	2.59 acres
Retention, Recreation & Open Space	19.81 acres
Right-of-way	6.70 acres
Total Area	90.20 acres
Residential Density (Tract "C2" - North)	29.78 D.U.A. (Net)
Residential Density (Tract "C4" - South)	33.9 D.U.A. (Net)
Residential Density (Tract E)	17.6 D.U.A.

**III. TRACT SUMMARY**

TRACT DESIGNATION	LAND USE	AREA	% OF SITE
A	Commercial	2.08 acres	2.3%
B	Office, Commercial	2.59 acres	3.2%
C (North)	Office	1.32 acres	1.5%
C1 (North)	Neighborhood Commercial	2.75 acres	3.0% 3.0%
C2 (North)	Residential - 70 units	2.81 acres	3.1%
C3 (South)	Office	1.21 acres	1.2%
C4 (South)	Residential - 108 units	3.94 acres	4.4%

D	Commercial	29.91 acres	33.2%
E	Residential - 300 units	17.08 acres	19%
F	Recreation, Open Space, Retention	19.81 acres	22%
R.O.W.	Public Streets	6.70 acres	7.2%
	<b>Total</b>	<b>90.20 Acres</b>	<b>100%</b>

\*The Owner shall provide a six-foot high wall along the south property line which shall be constructed of split-face block. The Owner shall also provide a row of canopy trees along the south property line

#### IV. SPECIFIC USES

Residential (Tracts "C2" – North and "C4" – South):

Shall comply with the Seminole County R-4 zoning classification (permitted uses only).

#### V. OPEN SPACE

Tract "F" Recreation/Retention/Open Space 19.81 acres  
Use of area is limited to the residents of ETOR Properties and their guests.

20% of Tract "E" (17.08 Acres) 3.42 acres  
Use of area is limited to the residents of Tract "E."

25% of Tract "C2" – North (2.81 Acres, to be evaluated at Final Engineering) 0.70 acres

25% of Tract "C4" - South (3.94 acres, to be evaluated at Final Engineering) 0.98 acres

**TOTAL OPEN SPACE 24.91 acres**

#### VI. BUILDING RESTRICTIONS

Residential  
(Tract "C2" – North)

Building Height:	55'6 maximum
Number of Stories:	5-story maximum
No accessory structures shall be permitted.	



Residential (Tract “C4” – South)	Building Height:	45 feet maximum
	Number of Stories:	4-story maximum
	Accessory Building Height:	35 feet maximum
	Accessory Number of Stories:	1 story maximum

## BUILDING SETBACKS

Residential (Tract “C2” – North):	Front (7-Story Maximum)	25 feet
	Side (Adjacent to Retail or Office)	10 feet
	Rear (Adjacent to Retail or Office)	10 feet
Residential (Tract “C4” – South):	Front (1-Story Maximum)	25 feet
	Front (4-Story Maximum)	25 feet
	Side (Adjacent to Retail or Office)	15 feet
	Side (adjacent to Multi-Family Residential)	25 feet
	Rear	20 feet
	Minimum distance between buildings:	50 feet

## VII. VEHICULAR AND PEDESTRIAN TRAFFIC

- h. The Developer shall install an eastbound left turn lane on South Sun Drive at the proposed west entrance to Tract “C2” – North, a Multi-Family Residential Tract.

## X. OTHER COMMITMENT

- m. The development shall comply with the Final Master Plan attached hereto as Exhibit “B”, except that minor extensions, alterations or modifications of the Plan shall be permitted upon approval of the Planning Manager of Seminole County pursuant to the Land Development Code.

**XIII. INTERPRETATION: RELATIONSHIP TO FINAL MASTER PLAN AND DEVELOPER'S COMMITMENT AGREEMENT**

- a. This Developer's Commitment Agreement is intended to summarize material provisions of the Final Master Plan of the Property approved concurrently herewith by the Board of County Commissioners of Seminole County. In the event of an inconsistency between this Developer's Commitment Agreement and the Final Master Plan, the terms and conditions of the Developers Commitment Agreement shall control.

Done and Ordered this 17<sup>th</sup> day of May, 2008.

By: Brenda Carey  
Brenda Carey, Chairman Board of County Commissioners

**OWNER'S CONSENT AND COVENANT**

**COMES NOW**, the owner, Regal Pointe park North Condominium Association, Inc., 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 Developer's Commitment Agreement.

Witness

Witness

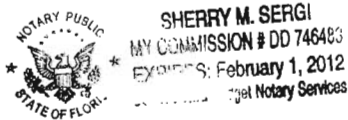
Ron Semans, President

**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 Ron Semans 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 15<sup>th</sup> day of April, 2008.



Sherry M. Sergi

Notary Public, in and for the County and State  
Aforementioned

My Commission Expires: 2/1/12

**OWNER'S CONSENT AND COVENANT**

COMES NOW, the owner, Rivera Townhome Owner's Association, Inc., 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 Developer's Commitment Agreement.

Witness

Witness

Ron Semans, President

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 Ron Semans 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 15<sup>th</sup> day of April, 2008.



SHERRY M. SERGI  
MY COMMISSION # DU 746483  
EXPIRES: February 1, 2012  
Bonded Thru Budget Notary Services

Sherry M. Sergi

Notary Public, in and for the County and State  
Aforementioned

My Commission Expires: 2/1/12

**OWNER'S CONSENT AND COVENANT**

COMES NOW, the owner, Suncor Properties, 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 Developer's Commitment Agreement.

Ron Semans  
Witness  
Cindy Hamelin  
Witness

Robert Horian  
Robert Horian, President

STATE OF FLORIDA )

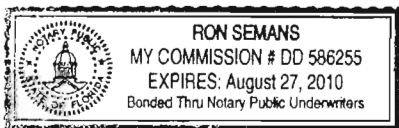
COUNTY OF SEMINOLE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert Horian 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 1 day of April, 2008.

[Signature]  
Notary Public, in and for the County and State  
Aforementioned

My Commission Expires:



**Exhibit "A"**  
**Legal Description**

**EXISTING TRACT "A"**

TRACT "A", TOGETHER WITH TOWNHOME LOTS 1 THRU 39, RIVIERA, A REPLAT OF LOT 4, GREENWOOD AT LAKE MARY PHASE 2, AS RECORDED IN PLAT BOOK 70, PAGES 87 – 90, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, CONTAINING 2.94 ACRES.

**DESCRIPTION: LOT 1A**

FROM THE MOST NORTHWESTERLY CORNER OF LOT 3, GREENWOOD AT LAKE MARY PHASE 2, AS RECORDED IN PLAT BOOK 54, PAGES 48 THROUGH 51, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, RUN ALONG THE BOUNDARY OF SAID LOT 3 THE FOLLOWING COURSES AND DISTANCES: N89°48'27"E A DISTANCE OF 489.96 FEET; THENCE S53°57'05"E A DISTANCE OF 20.30 FEET; THENCE N89°48'27"E A DISTANCE OF 255.50 FEET; THENCE S53°57'05"E A DISTANCE OF 81.19 FEET; THENCE N89°48'27"E A DISTANCE OF 145.32 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE NORTHERLY BOUNDARY OF SAID LOT 3 RUN S00°11'33"E A DISTANCE OF 30.00 FEET; THENCE S04°50'50"W A DISTANCE OF 24.09 FEET; THENCE S00°11'33"E A DISTANCE OF 26.27 FEET; THENCE S89°48'27"W A DISTANCE OF 96.22 FEET; THENCE S40°47'39"W A DISTANCE OF 11.56 FEET; THENCE S89°48'27"W A DISTANCE OF 19.60 FEET; THENCE S02°40'25"W A DISTANCE OF 68.03 FEET; THENCE S25°24'33"W A DISTANCE OF 14.14 FEET; THENCE S89°48'27"W ON A NON-RADIAL BEARING A DISTANCE OF 32.05 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWEST AND HAVING A RADIUS OF 250.00 FEET; THENCE FROM A CHORD BEARING OF S03°39'51"W RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°32'03" A DISTANCE OF 24.15 FEET TO THE P.T. OF SAID CURVE; RUN THENCE S06°25'52"W A DISTANCE OF 65.48 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY BOUNDARY OF SAID LOT 3; SAID POINT OF INTERSECTION BEING ON THE ARC OF A CURVE CONCAVE NORTHEAST AND HAVING A RADIUS OF 372.50 FEET; THENCE FROM A CHORD BEARING OF S86°01'23"E RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 3; THROUGH A CENTRAL ANGLE OF 08°20'20" A DISTANCE OF 54.21 FEET TO THE P.T. OF SAID CURVE; RUN THENCE N89°48'27"E A DISTANCE OF 498.39 FEET; THENCE DEPARTING THE SOUTHERLY LINE OF SAID LOT 3 RUN N00°11'36"W A DISTANCE OF 38.00 FEET; THENCE N08°46'55"E A DISTANCE OF 37.06 FEET; THENCE N00°33'32"W A DISTANCE OF 70.39 FEET TO THE P.C. OF A CURVE CONCAVE SOUTHWEST AND HAVING A RADIUS OF 62.00 FEET; RUN THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°16'46" A DISTANCE OF 85.79 FEET; THENCE FROM A CHORD BEARING OF S40°11'55"E RUN N10°09'42"E ON A RADIAL BEARING A DISTANCE OF 43.72 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID LOT 3; RUN THENCE

ALONG THE NORTHERLY LINE OF SAID LOT 3 THE FOLLOWING COURSES AND DISTANCES; S89°48'30"W A DISTANCE OF 270.43 FEET; THENCE N56°21'48"W A DISTANCE OF 27.24 FEET; THENCE S89°48'27"W A DISTANCE OF 44.94 FEET TO THE POINT OF BEGINNING.  
CONTAINING 2.75 ACRES

DESCRIPTION: LOT 1B

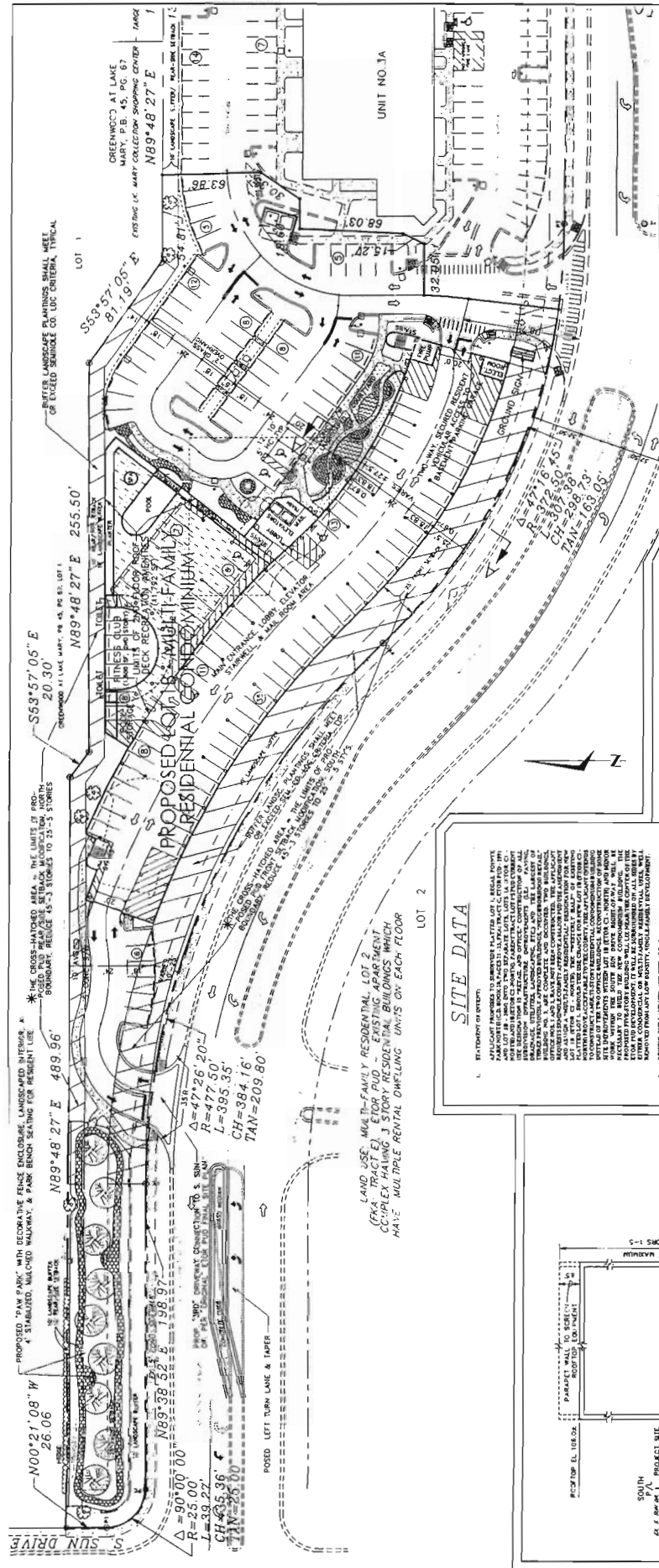
FROM THE MOST NORTHWESTERLY CORNER OF LOT 3, GREENWOOD AT LAKE MARY PHASE 2, AS RECORDED IN PLAT BOOK 54, PAGES 48 THROUGH 51, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AS A POINT OF BEGINNING, RUN ALONG THE BOUNDARY OF SAID LOT 3 THE FOLLOWING COURSES AND DISTANCES: N89°48'27"E A DISTANCE OF 489.96 FEET; THENCE S53°57'05"E A DISTANCE OF 20.30 FEET; THENCE N89°48'27"E A DISTANCE OF 255.50 FEET; THENCE S53°57'05"E A DISTANCE OF 81.19 FEET; THENCE N89°48'27"E A DISTANCE OF 145.32 FEET; THENCE DEPARTING THE NORTHERLY BOUNDARY OF SAID LOT 3 RUN S00°11'33"E A DISTANCE OF 30.00 FEET; THENCE S04°50'50"W A DISTANCE OF 24.09 FEET; THENCE S00°11'33"E A DISTANCE OF 26.27 FEET; THENCE S89°48'27"W A DISTANCE OF 96.22 FEET; THENCE S40°47'39"W A DISTANCE OF 11.56 FEET; THENCE S89°48'27"W A DISTANCE OF 19.60 FEET; THENCE S02°40'25"W A DISTANCE OF 68.03 FEET; THENCE S25°24'33"W A DISTANCE OF 14.14 FEET; THENCE S89°48'27"W ON A NON-RADIAL BEARING A DISTANCE OF 32.05 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWEST AND HAVING A RADIUS OF 250.00 FEET; THENCE FROM A CHORD BEARING OF S03°39'51"W RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°32'03" A DISTANCE OF 24.15 FEET TO THE P.T. OF SAID CURVE; RUN THENCE S06°25'52"W A DISTANCE OF 65.48 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY BOUNDARY OF SAID LOT 3; SAID POINT OF INTERSECTION BEING ON THE ARC OF A CURVE CONCAVE NORTHEAST AND HAVING A RADIUS OF 372.50 FEET; THENCE FROM A CHORD BEARING OF N62°23'00"W RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 3; THROUGH A CENTRAL ANGLE OF 38°56'25" A DISTANCE OF 253.16 FEET TO THE P.R.C. WITH A CURVE BEING CONCAVE SOUTHWEST AND HAVING A RADIUS OF 477.50 FEET RUN THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°26'20" A DISTANCE OF 395.35 FEET TO THE P.T. OF SAID CURVE; RUN THENCE S89°38'52"W A DISTANCE OF 198.97 FEET TO THE P.C. OF A CURVE CONCAVE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET; RUN THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 39.27 FEET TO THE P.T. OF SAID CURVE; RUN THENCE N00°21'08"W A DISTANCE OF 26.06 FEET TO THE POINT OF BEGINNING.  
CONTAINING 2.81 ACRES

**Exhibit “B”**  
**Revised Final Master Plan**



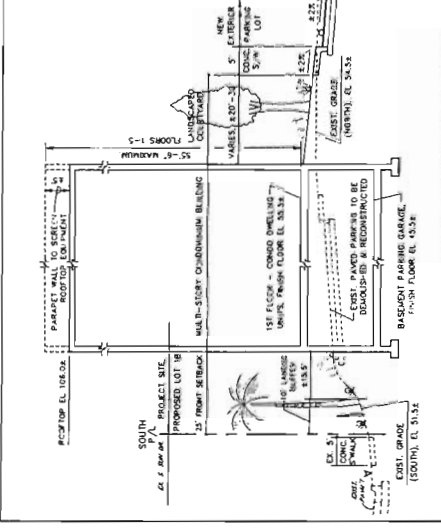






### SITE DATA

1. EXISTING CONDITIONS
  - A. EXISTING AND PROPOSED ZONING: NO CHANGE, ZONING: RESIDENTIAL
  - B. EXISTING AND PROPOSED LOT AREA: 1.00 ACRES
  - C. EXISTING AND PROPOSED LOT AREA: 1.00 ACRES
  - D. EXISTING AND PROPOSED LOT AREA: 1.00 ACRES
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  - Z. EXISTING AND PROPOSED LOT AREA: 1.00 ACRES
2. PROPOSED CONDITIONS
  - A. EXISTING AND PROPOSED ZONING: NO CHANGE, ZONING: RESIDENTIAL
  - B. EXISTING AND PROPOSED LOT AREA: 1.00 ACRES
  - C. EXISTING AND PROPOSED LOT AREA: 1.00 ACRES
  - D. EXISTING AND PROPOSED LOT AREA: 1.00 ACRES
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  - Y. EXISTING AND PROPOSED LOT AREA: 1.00 ACRES
  - Z. EXISTING AND PROPOSED LOT AREA: 1.00 ACRES



### SECTION A-A (PROPOSED LOT 1B)

\*REQUEST FOR PUD BUILDING HEIGHT LIMIT MODIFICATION.  
 BUILDING HEIGHT LIMIT MODIFICATION OF 10' TO 12' IS REQUESTED.  
 BUILDING HEIGHT LIMIT MODIFICATION OF 10' TO 12' IS REQUESTED.  
 BUILDING HEIGHT LIMIT MODIFICATION OF 10' TO 12' IS REQUESTED.

**Design Service Group, Inc.**  
 4009 WEST 1ST STREET  
 SANFORD, FLORIDA 32771  
 PHONE: (407) 888-7544  
 FAX: (407) 888-7920

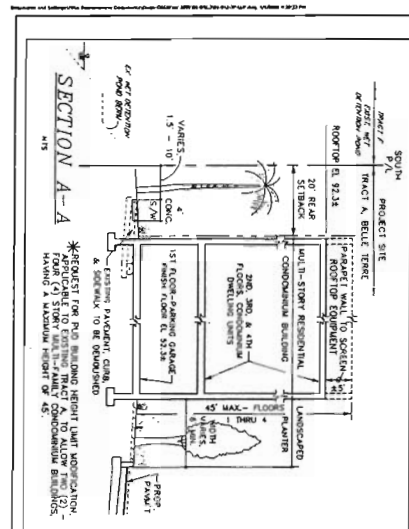
**RECAL POINTE**  
 PROPOSED LOT 1B  
 RECAL POINT PARK NORTH  
 550 N PALMETTO AVENUE  
 SANFORD, FL 32771  
 PREPARED FOR:  
 SUNCOR PROPERTIES, INC.

PROJECT NO.: 01-042-3P-UP  
 DATE: SEPT. 2007  
 SCALE: 1" = 30'  
 SHEET: 3 OF 5

SEMINOLE COUNTY, FLORIDA  
 PROPOSED LOT 1B  
 RECAL POINT PARK NORTH  
 550 N PALMETTO AVENUE  
 SANFORD, FL 32771  
 PREPARED FOR:  
 SUNCOR PROPERTIES, INC.

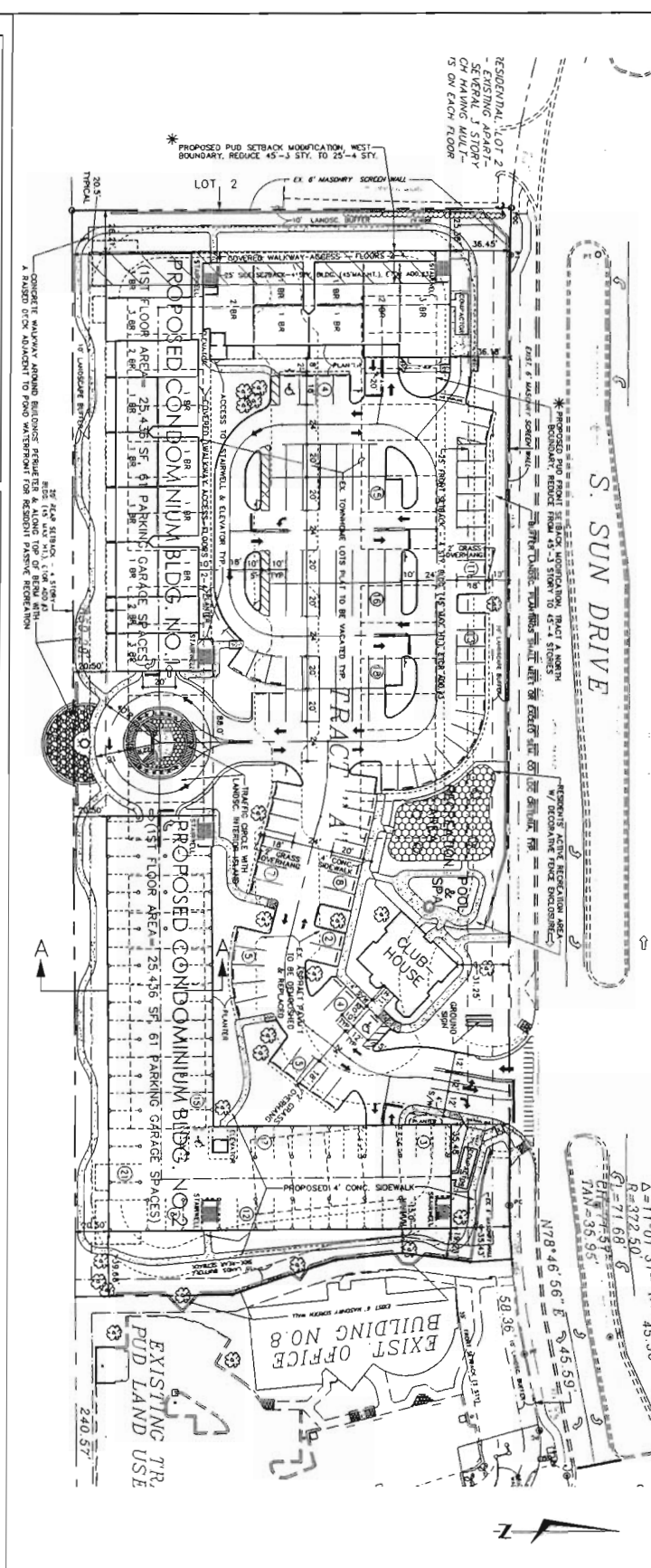
1. UTILITIES
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  - Z. UTILITIES AND POWER
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  - B. OTHER
  - C. OTHER
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**SITE DATA**

1. EXISTING AND PROPOSED ZONING	NO PLANNING, P.U.D.
2. LOT AREA	1.14 ACRES
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**SURVEY LEGEND**

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**Design Service Group, Inc.**

Site Planning • Consulting Engineering • Environmental Permitting

4009 WEST 151 STREET  
SANFORD, FLORIDA 32771

Phone: 407.324.1710 Fax: 407.324.1407 Email: designservicegroup@earthlink.net

**REGAL POINTE PARK**

TRACT A, RIVIERA, PB 70, PGS 87-90

SEMINOLE COUNTY, FL

PREPARED FOR:

**SUNCOR PROPERTIES, INC.**  
550 N. PALMETTO AVENUE  
SANFORD, FL 32771  
PHONE: (407) 688-7644  
FAX: (407) 688-7920

DATE: SEP 11, 2007

SCALE: 1" = 30'

SHEET: 4 OF 5

REVISIONS:

10/29/07 REVISION FOR CLIENT & SEMINOLE COUNTY DMC COMMENTS

11/27/07 REVISION FOR SEMINOLE COUNTY DMC COMMENTS

12/10/07 REVISION FOR ADDITIONAL SEMINOLE COUNTY DMC COMMENTS

03/26/08 REVISION FOR SEMINOLE CO. BOC ADDITIONAL COMMENTS

EXCHANGES:

1. 01-042-3P-LUP

PROJECT NO. 01-042-3P-LUP

**SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER**

On March 24, 2009, Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

**Property Owner(s):** Regal Pointe Park North Condominium Association

**Project Name:** ETOR PUD Major Amendment # 4

**Requested Development Approval:** A Major Amendment to the ETOR PUD.

The Board of County Commissioners has determined that the PUD Major Amendment request is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "ETOR PUD Major Amendment" and all evidence submitted at the public hearing on January 27, 2009, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested PUD Major Amendment to the ETOR PUD should be denied.

**ORDER**

**NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:**

The aforementioned application for development approval is **DENIED**.

**Done and Ordered on the date first written above.**

**SEMINOLE COUNTY BOARD OF COUNTY  
COMMISSIONERS**

**By:** \_\_\_\_\_  
Bob Dallari, Chairman

**EXHIBIT "A"**DESCRIPTION: LOT 1A

FROM THE MOST NORTHWESTERLY CORNER OF LOT 3, GREENWOOD AT LAKE MARY PHASE 2, AS RECORDED IN PLAT BOOK 54, PAGES 48 THROUGH 51, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, RUN ALONG THE BOUNDARY OF SAID LOT 3 THE FOLLOWING COURSES AND DISTANCES: N89°48'27"E A DISTANCE OF 489.96 FEET; THENCE S53°57'05"E A DISTANCE OF 20.30 FEET; THENCE N89°48'27"E A DISTANCE OF 255.50 FEET; THENCE S53°57'05"E A DISTANCE OF 81.19 FEET; THENCE N89°48'27"E A DISTANCE OF 145.32 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE NORTHERLY BOUNDARY OF SAID LOT 3 RUN S00°11'33"E A DISTANCE OF 30.00 FEET; THENCE S04°50'50"W A DISTANCE OF 24.09 FEET; THENCE S00°11'33"E A DISTANCE OF 26.27 FEET; THENCE S89°48'27"W A DISTANCE OF 96.22 FEET; THENCE S40°47'39"W A DISTANCE OF 11.56 FEET; THENCE S89°48'27"W A DISTANCE OF 19.60 FEET; THENCE S02°40'25"W A DISTANCE OF 68.03 FEET; THENCE S25°24'33"W A DISTANCE OF 14.14 FEET; THENCE S89°48'27"W ON A NON-RADIAL BEARING A DISTANCE OF 32.05 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWEST AND HAVING A RADIUS OF 250.00 FEET; THENCE FROM A CHORD BEARING OF S03°39'51"W RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°32'03" A DISTANCE OF 24.15 FEET TO THE P.T. OF SAID CURVE; RUN THENCE S06°25'52"W A DISTANCE OF 65.48 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY BOUNDARY OF SAID LOT 3; SAID POINT OF INTERSECTION BEING ON THE ARC OF A CURVE CONCAVE NORTHEAST AND HAVING A RADIUS OF 372.50 FEET; THENCE FROM A CHORD BEARING OF S86°01'23"E RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 3; THROUGH A CENTRAL ANGLE OF 08°20'20" A DISTANCE OF 54.21 FEET TO THE P.T. OF SAID CURVE; RUN THENCE N89°48'27"E A DISTANCE OF 498.39 FEET; THENCE DEPARTING THE SOUTHERLY LINE OF SAID LOT 3 RUN N00°11'36"W A DISTANCE OF 38.00 FEET; THENCE N08°46'55"E A DISTANCE OF 37.06 FEET; THENCE N00°33'32"W A DISTANCE OF 70.39 FEET TO THE P.C. OF A CURVE CONCAVE SOUTHWEST AND HAVING A RADIUS OF 62.00 FEET; RUN THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°16'46" A DISTANCE OF 85.79 FEET; THENCE FROM A CHORD BEARING OF S40°11'55"E RUN N10°09'42"E ON A RADIAL BEARING A DISTANCE OF 43.72 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID LOT 3; RUN THENCE ALONG THE NORTHERLY LINE OF SAID LOT 3 THE FOLLOWING COURSES AND DISTANCES; S89°48'30"W A DISTANCE OF 270.43 FEET; THENCE N56°21'48"W A DISTANCE OF 27.24 FEET; THENCE S89°48'27"W A DISTANCE OF 44.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.75 ACRES  
AND

BLDG 7 REGAL POINT PARK NORTH A CONDOMINIUM PB 70 PGS 21- 23



SEMINOLE COUNTY  
APPLICATION & AFFIDAVIT

**Ownership Disclosure Form**

Please provide the information as requested below in accordance with Ordinance No. 07- \_\_\_\_\_:

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name: JAMES OWEN & JILLISA Name: \_\_\_\_\_  
Address: 1770 ALAGUA LKS. CONOWOOD Address: \_\_\_\_\_  
Phone #: 907-833-1930 Phone #: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Phone #: \_\_\_\_\_

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: <u>ENTRUST ADMIN SERVICES INC.</u> Officers: <u>OWEN E. JAMES</u> Address: <u>1064 GREENWOOD LK MARY</u> Directors: <u>SAME</u> Address: _____ Shareholders: <u>SAME</u> Address: _____	Name of Corporation: <u>SUNCON PROPERTIES INC.</u> Officers: <u>ROBERT BOURIAN</u> Address: <u>541 W. PALMETTO SANFORD</u> Directors: <u>SAME</u> Address: _____ Shareholders: <u>SAME</u> Address: _____
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(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust: \_\_\_\_\_  
Trustees: \_\_\_\_\_ Beneficiaries: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_

(Use additional sheets for more space.)

SEMINOLE COUNTY  
APPLICATION & AFFIDAVIT

**Ownership Disclosure Form**

Please provide the information as requested below in accordance with Ordinance No. 07- \_\_\_\_\_:

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name: _____	Name: _____
Address: _____	Address: _____
Phone #: _____	Phone #: _____
Name: _____	Name: _____
Address: _____	Address: _____
Phone #: _____	Phone #: _____

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: <u>Jm Dev. LLC</u>	Name of Corporation: <u>DEL BUEA VISTA PH VI LLC</u>
Officers: <u>MATT ARENA</u>	Officers: <u>ROBERT AGUIST</u>
Address: <u>2050 Jessup Rd. Oviedo</u>	Address: <u>1061 Sun Dr. Lk. Mary</u>
Directors: <u>SAME</u>	Directors: <u>SAME</u>
Address: _____	Address: _____
Shareholders: <u>SAME</u>	Shareholders: <u>SAME</u>
Address: _____	Address: _____

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust: _____	Beneficiaries: _____
Trustees: _____	Address: _____
Address: _____	_____

(Use additional sheets for more space.)



SEMINOLE COUNTY  
APPLICATION & AFFIDAVIT

**Ownership Disclosure Form**

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1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

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Address: _____	Address: _____
Phone #: _____	Phone #: _____
Name: _____	Name: _____
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Phone #: _____	Phone #: _____

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: <u>FUSION FITNESS LLC</u>	Name of Corporation: <u>B4B PROPERTIES LLC</u>
Officers: <u>ARIEL HERNADEZ</u>	Officers: <u>NORMAN BOWER</u>
Address: <u>950 MARKET PROMENADE LKMM</u>	Address: <u>6235 BORDERLY CIRCLE SANFORD</u>
Directors: <u>SAME</u>	Directors: <u>SAME</u>
Address: _____	Address: _____
Shareholders: <u>SAME</u>	Shareholders: <u>SAME</u>
Address: _____	Address: _____

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust: _____	
Trustees: _____	Beneficiaries: _____
Address: _____	Address: _____

(Use additional sheets for more space.)

SEMINOLE COUNTY  
APPLICATION & AFFIDAVIT

**Ownership Disclosure Form**

Please provide the information as requested below in accordance with Ordinance No. 07-\_\_\_\_\_:

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

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Phone #: \_\_\_\_\_

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: POLE PERFECT STUDIOS LLC

Officers: JAMES SKALKO

Address: 3457 ROCKCLIFF LANE

Directors: SAME

Address: \_\_\_\_\_

Shareholders: SAME

Address: \_\_\_\_\_

Name of Corporation: DTBR W/OPM LLC

Officers: CHRISTOPHER MENDEZ

Address: 1595 ROCK SPRINGS RD.

Directors: SAME

Address: \_\_\_\_\_

Shareholders: SAME

Address: \_\_\_\_\_

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust: \_\_\_\_\_

Trustees: \_\_\_\_\_

Address: \_\_\_\_\_

Beneficiaries: \_\_\_\_\_

Address: \_\_\_\_\_

(Use additional sheets for more space.)

SEMINOLE COUNTY  
APPLICATION AND AFFIDAVIT

4. For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners.

Name of Partnership: _____	Name of Partnership: _____
Principal: _____	Principal: _____
Address: _____	Address: _____

(Use additional sheets for more space.)

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

Contract Vendee:	Contract Vendee:
Name: _____	Name: _____
Address: _____	Address: _____

(Use additional sheets for more space.)

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.
7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

11/15/09  
Date

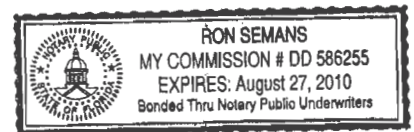
[Signature]  
Owner, Agent, Applicant Signature

STATE OF FLORIDA  
COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me this 15 day of DEC, 2008 by ROBERT  
HORIAN

[Signature] \_\_\_\_\_  
Signature of Notary Public      Print, Type or Stamp Name of Notary Public

Personally Known    OR Produced Identification     
Type of Identification Produced \_\_\_\_\_



**For Use by Planning & Development Staff**

Date: \_\_\_\_\_ Application Number: \_\_\_\_\_

**MINUTES FOR THE SEMINOLE COUNTY  
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION  
FEBRUARY 4, 2009**

**Members present:** Matthew Brown, Walt Eismann, Rob Wolf, Dudley Bates, Ben Tucker and Kimberly Day.

**Members absent:** Melanie Chase.

**Also present:** Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; Austin Watkins, Senior Planner; Ian Sikonia, Senior Planner; Joy Williams, Planner; Jim Potter, Senior Engineer, Development Review Division; Cynthia Sweet, Senior Planner; Kathleen Furey-Tran, Assistant County Attorney; and Connie R. DeVasto, Clerk to the Commission.

**D. ETOR PUD Major Amendment; Robert L. Horian, applicant;** 2.75 ± acres; Major Amendment to the ETOR PUD (Planned Unit Development); located the northwest of the intersection of S. Sun Drive and Greenwood Lakes Boulevard. (Z2008-57)

District 4 - Henley  
Austin Watkins, Senior Planner

**Austin Watkins, Planning Division** – presented this item and stated that the ETOR PUD was originally approved in 1994 as a multi-use Office, Retail and Multi-Family development. In 1994 Tract “C” was approved for 12.41 acres of office. The Applicant is requesting to amend the approved uses of Tract “C” from Office to Office/Retail and increase the allowable retail uses within the neighborhood commercial Tract C-1.

The ETOR PUD was recently amended in March of 2008 to allow for a 70-unit 5-story condominium building on Tract C2, which is located on the north side of Sun Drive, adjacent to the subject property. The 2008 amendment also allowed for a 108-unit 4-story condominium complex on the south side of Sun Drive.

Tract “C” is approved for 1.22 acres of Office uses. There is currently an existing 2-story office building on Tract “C”. The Applicant is proposing to modify the permitted uses of Tract “C” from OP uses to OP uses, plus the first floor (ground level) of Tract “C” may be used for C-1 uses per the Seminole County Land Development Code with the following exclusions:

- Funeral Homes
- Hardware Stores
- Launderettes and Laundromats
- Pet Stores
- Plant Nurseries

- Theaters
- Multi-Family Housing
- Communication Towers
- Outside Storage of Material

The Applicant is also requesting to modify the permitted uses of Tract C-1 from Neighborhood commercial to C-1 zoning classification uses per the Seminole County Land Development code with the following exclusions:

- Funeral Homes
- Hardware Stores
- Laundrettes and Laundromats
- Pet Stores
- Plant Nurseries
- Theaters
- Multi-Family Housing
- Communication Towers
- Outside Storage of Material

Staff recommends approval of this request.

**Commissioner Tucker** – asked if this was directly behind the Target.

**Mr. Watkins** – yes

**Commissioner Tucker** – asked if it was the Target or the residential directly across the street and if it was the same one that the Commission looked at for the multi-family high rise.

**Mr. Watkins** – pointed out the multi-family tract which was previously approved and the location of the current request.

**Commissioner Tucker** – about a year or so ago, wasn't there a request for 7 or 8 stories?

**Mr. Watkins** – yes, it was approved by the Board of County Commissioners with modifications.

**Commissioner Tucker** – asked why there are exclusions for hardware stores and laundromats since there is already a Target.

**Mr. Watkins** – Staff asks the Applicant to bring a list of uses that they feel are appropriate for the area and their list included laundromats.

**Commissioner Tucker** – asked if the Applicant brought all the exclusions to Staff.

**Mr. Watkins** – yes they did.

**Commissioner Brown** – asked why Laundromats are excluded when it would be located in a residential area and that would seem to be their customer base.

**Mr. Watkins** – laundromats tend to deteriorate in the quality of development and typically these types of developments would have laundry facilities as an accessory use, in house or on property.

**Commissioner Wolf** – what was Staff's thought regarding excluding hardware stores?

**Mr. Watkins** – hardware stores typically have outside storage of materials.

**Ronald Henson for the Applicant** – stated the list of exclusions was voluntary on their part and the whole purpose of this is to expand their uses in this area. No one spoke in favor or opposition of this item from the audience.

**Commissioner Wolf made a motion to recommend approval of this request.**

**Commissioner Brown seconded the motion.**

**The motion passed unanimously 6 – 0.**



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM****SUBJECT:** S. Econ Circle PCD Rezone**DEPARTMENT:** Planning and Development      **DIVISION:** Planning**AUTHORIZED BY:** Dori DeBord**CONTACT:** Ian Sikonia**EXT:** 7398**MOTION/RECOMMENDATION:**

1. Approve the request and enact an ordinance for a rezone from M-1A (Very Light Industrial) to PCD (Planned Commercial Development) on 3.9 ± acres, located 400 feet south of the intersection of Econ River Place and S. Econ Circle, and approve the attached Final Site Plan, subject to the conditions in the attached Developers Commitment Agreement and Development Order, and authorize the chairman to execute the aforementioned documents, based on staff findings; (Roger Owen, applicant); or
2. Deny the request for a rezone from M-1A (Very Light Industrial) to PCD (Planned Commercial Development) on 3.9 ± acres, located 400 feet south of the intersection of Econ River Place and S. Econ Circle; and authorize the chairman to execute the Denial Development Order (Roger Owen, applicant); or
3. Continue until a time and date certain.

District 1 Bob Dallari

Ian Sikonia

---

**BACKGROUND:**

The applicant, Roger Owen, is requesting a rezone from M-1A (Very Light Industrial) to PCD (Planned Commercial Development), in order to provide for a wider range of permitted uses in an existing industrial park consisting of four buildings. The Future Land Use designation on the subject property is IND (Industrial), which allows the requested zoning district.

The proposed Final Site Plan indicates that the existing industrial park contains a total of 49,825 square feet divided between four buildings. The applicant would like to provide building space for private indoor recreational and training facilities such as gymnastics and cheerleading. Since the existing M-1A zoning on the property does not allow for private recreational facilities, a rezone is necessary.

Due to the fact that the project is already built, the applicant has elected to pursue PCD Preliminary and Final Site Plan approval concurrently, as permitted in Section 30.465 of the Seminole County Land development Code.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission met on February 4, 2009 and voted 6 to 0 to recommend approval of the request for a rezone from M-1A (Very Light Industrial) to PCD



(Planned Commercial Development) on 3.9 ± acres, located 400 feet south of the intersection of Econ River Place and S. Econ Circle, and recommend approval of the attached Final Site Plan, subject to the conditions in the attached Developers Commitment Agreement and Development Order, based on staff findings.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve the request for a rezone from M-1A (Very Light Industrial) to PCD (Planned Commercial Development) on 3.9 ± acres, located 400 feet south of the intersection of Econ River Place and S. Econ Circle, and approve the attached Final Site Plan, subject to the conditions in the attached Developers Commitment Agreement and Development Order.

**ATTACHMENTS:**

1. Staff Report
2. Location Map
3. Future Land Use and Zoning Map
4. Aerial Map
5. Final Site Plan
6. Development Order
7. Developer's Commitment Agreement
8. Rezone Ordinance
9. Denial Development Order
10. 2-4-09 Planning and Zoning Commission Meeting Minutes
11. Ownership Disclosure Form

**Additionally Reviewed By:**

☒ County Attorney Review ( Kathleen Furey-Tran )

<b>S. Econ Circle Rezone Rezone from A-1 to PCD</b>		
<b>APPLICANT</b>	Roger Owen	
<b>PROPERTY OWNER</b>	M & O, Limited Partnership	
<b>REQUEST</b>	Rezone from M-1A (Very Light Industrial) to PCD (Planned Commercial Development).	
<b>PROPERTY SIZE</b>	3.9 ± acres	
<b>HEARING DATE (S)</b>	P&Z: February 4, 2009	BCC: March 24, 2009
<b>PARCEL ID</b>	33-21-31-507-0000-01C0 / 33-21-31-507-0000-01DO / 33-21-31-507-0000-01E0	
<b>LOCATION</b>	Located 400 feet south of the intersection of Econ River Place and S. Econ Circle.	
<b>FUTURE LAND USE</b>	IND (Industrial)	
<b>ZONING</b>	M-1A (Very Light Industrial)	
<b>FILE NUMBER</b>	Z2008-50	
<b>COMMISSION DISTRICT</b>	#1 – Dallari	

#### **PROPOSED DEVELOPMENT:**

The subject property has been developed to accommodate 49,825 square feet of building space in four buildings.

#### **ANALYSIS OVERVIEW:**

##### **ZONING REQUEST**

The applicant, Roger Owen, is requesting a rezone, in order allow for a wider variety of permitted uses within the industrial park. The Future Land Use designation of the subject property is IND (Industrial), which allows for the requested PCD zoning district. The following table depicts the minimum regulations for the current zoning district of M-1A (Very Light Industrial) and the requested district of PCD (Planned Commercial Development):

<b>DISTRICT REGULATIONS</b>	<b>Existing Zoning (M-1A)</b>	<b>Proposed Zoning (PCD)</b>
Minimum Lot Size	N/A	N/A
Minimum House Size	N/A	N/A
Minimum Width at Building Line	N/A	N/A
Front Yard Setback	50 feet	50 feet
Side Yard Setback	10 feet	10 feet
(Street) Side Yard Setback	50 feet	50 feet
Rear Yard Setback	10 feet	10 feet
Maximum Building Height	35 feet	35 feet

## **COMPATIBILITY WITH SURROUNDING PROPERTIES**

The area of Alafaya Trail and Econ Place Road is in close proximity to the University of Central Florida and several large residential subdivisions. This site is surrounded by large industrial buildings within an existing industrial park. All the surrounding properties have the M-1A zoning district and the Industrial Future Land Use Designation. Due to the size of the existing buildings on the subject property the additional permitted uses will allow for more diversified uses having minimal impact on the surrounding properties outside of the industrial park. The proposed uses for this site utilize a mixture of compatible industrial and recreational uses operating in large buildings at different times of the day. Since the proposed recreational and training facilities will operate during non-peak hours, the impact to adjacent properties will be minimal. Staff finds the requested rezone is compatible with the surrounding uses and existing development patterns of the area.

## **SITE ANALYSIS:**

### **ENVIRONMENTAL IMPACTS**

#### *Floodplain Impacts:*

Based on FIRM map with an effective date of 2007, there appears to be no floodplains on the subject property.

#### *Drainage:*

The proposed project is located within the little Econlockhatchee Drainage Basin, and does not have limited downstream capacity. The site is existing and meets the approved drainage design. Any new impervious will require additional retention.

#### *Wetland Impacts:*

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

#### *Endangered and Threatened Wildlife:*

Based on a preliminary analysis, there are not endangered and threatened wildlife on the subject property.

### **PUBLIC FACILITY IMPACTS**

Rule 9J-5.0055(3)(c); 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.

#### *Utilities:*

The site is located in the Seminole County utility service area, and is connected to public utilities. There is an 8-inch water main on the south and west sides of S. Econ Circle, an 8-inch gravity sewer under S. Econ Circle, and an 8-inch force main on the north and east side of S. Econ Circle. This parcel is in the ten year master plan for reclaimed water. A separate reclaimed water utility system is required. This system will be charged by a temporary jumper from the potable water main and must be connected to reclaimed water when it becomes available.

#### *Transportation / Traffic:*

The property accesses onto S. Econ Circle, which is classified as a local road. S. Econ Circle does not have improvements programmed in the County 5-year Capital Improvement Program.

Parking shall meet the minimum requirements of the Seminole County Land Development Code. Amusement and Recreation uses may utilize shared parking spaces within adjacent lots of the PCD due to their primary operating hours being off-peak periods. The owner of the parcels within the PCD acknowledges that parking will be shared between the separate parcels.

#### *Buffers and Sidewalks:*

There is an existing 5' side walk along the frontage of S. Econ Circle. Since this project has already been developed, the buffering standards in place are the minimum requirements of the Land Development Code for industrial development.

### **APPLICABLE POLICIES:**

#### **Fiscal Impact Analysis**

This project does not warrant the running of the County Fiscal Impact Analysis Model.

#### **Special Districts**

The subject property is located within the Econlockhatchee River Protection Overlay District.

#### **Comprehensive Plan**

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 proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

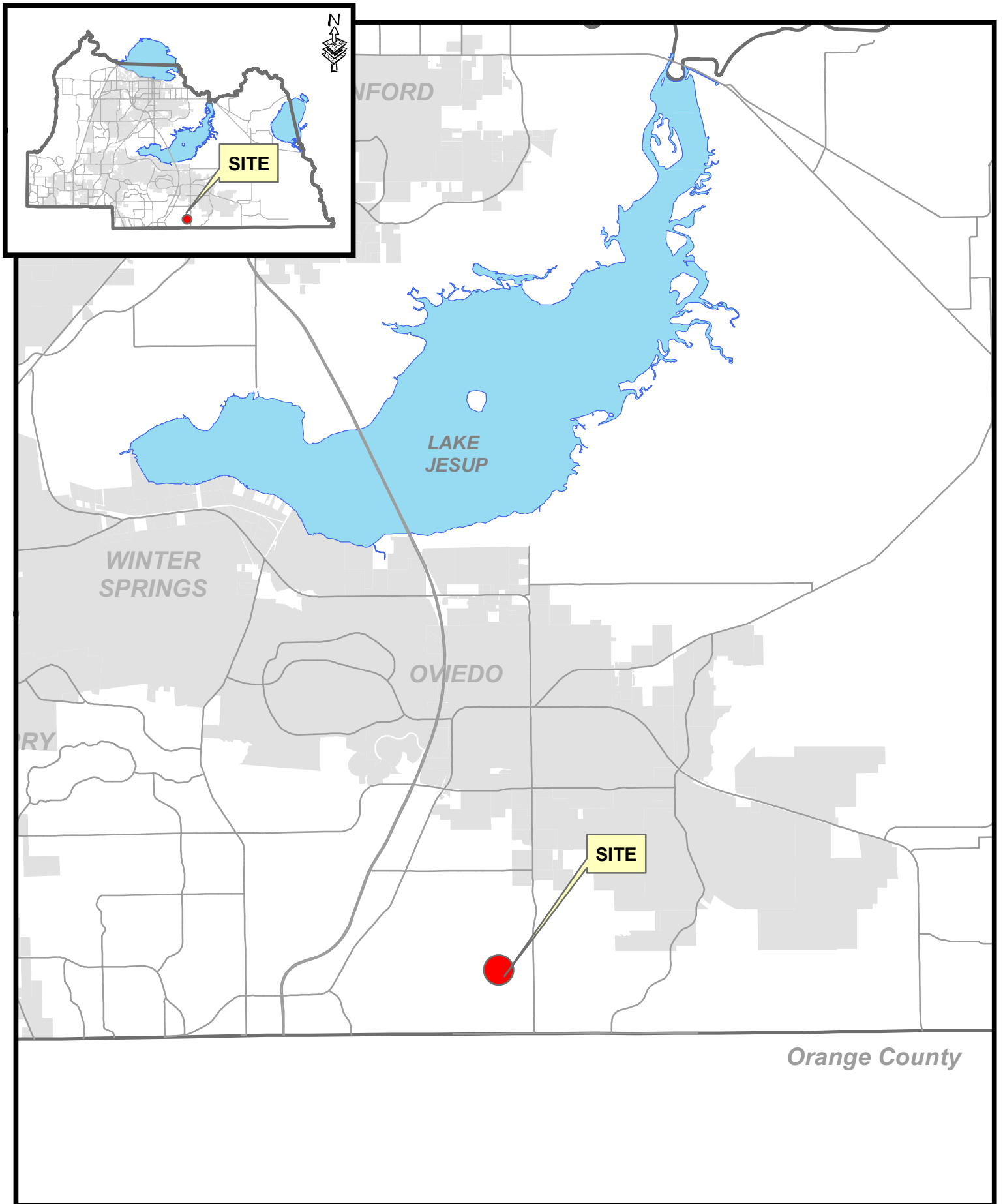
Policy FLU	2.10: Determination of Compatibility in the Planned Development Zoning Classification
Policy POT	1.8: Potable Water Connection
Policy SAN	1.3: Sanitary Sewer Connection

**INTERGOVERNMENTAL NOTIFICATION:**

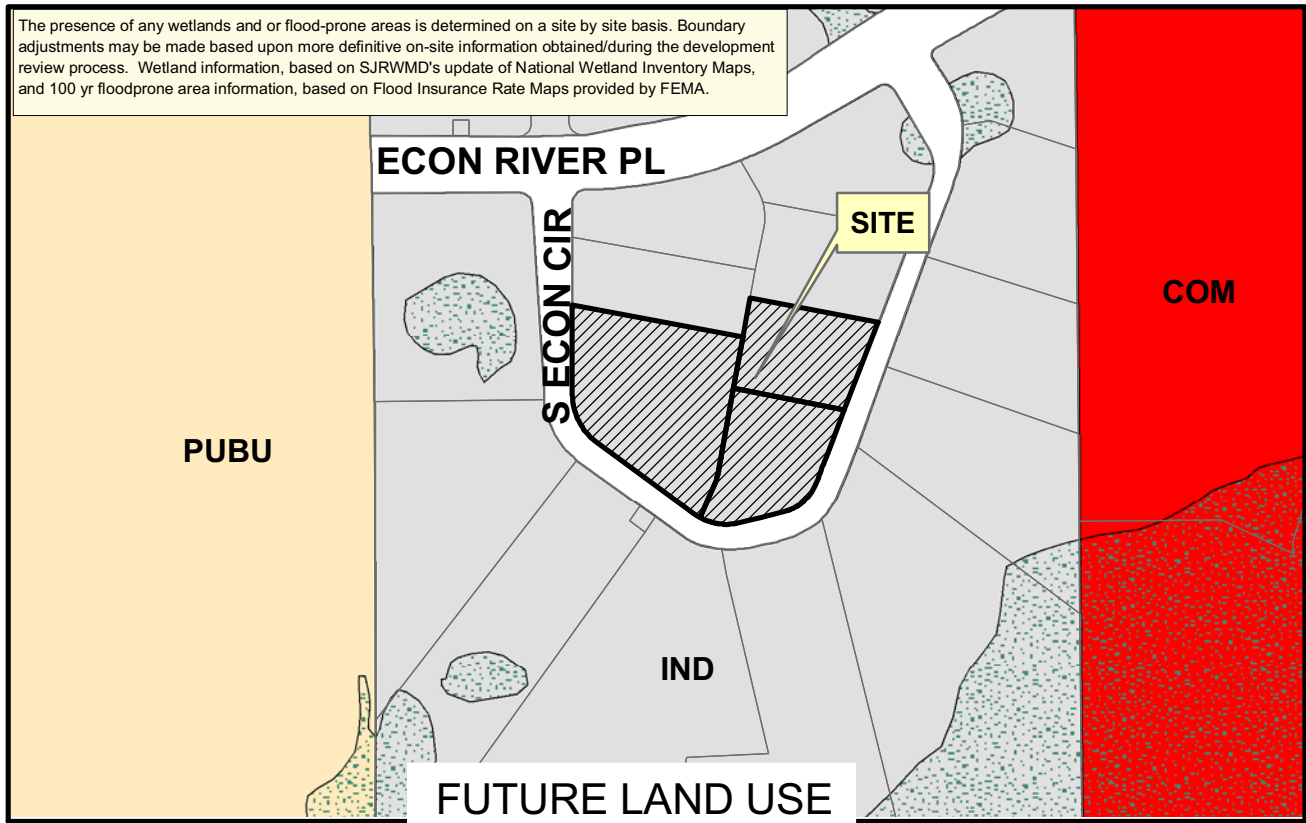
Intergovernmental notices were not required, due to this property not being located near or adjacent to any municipality.

**LETTERS OF SUPPORT OR OPPOSITION:**

Staff has not received letters of support or opposition.



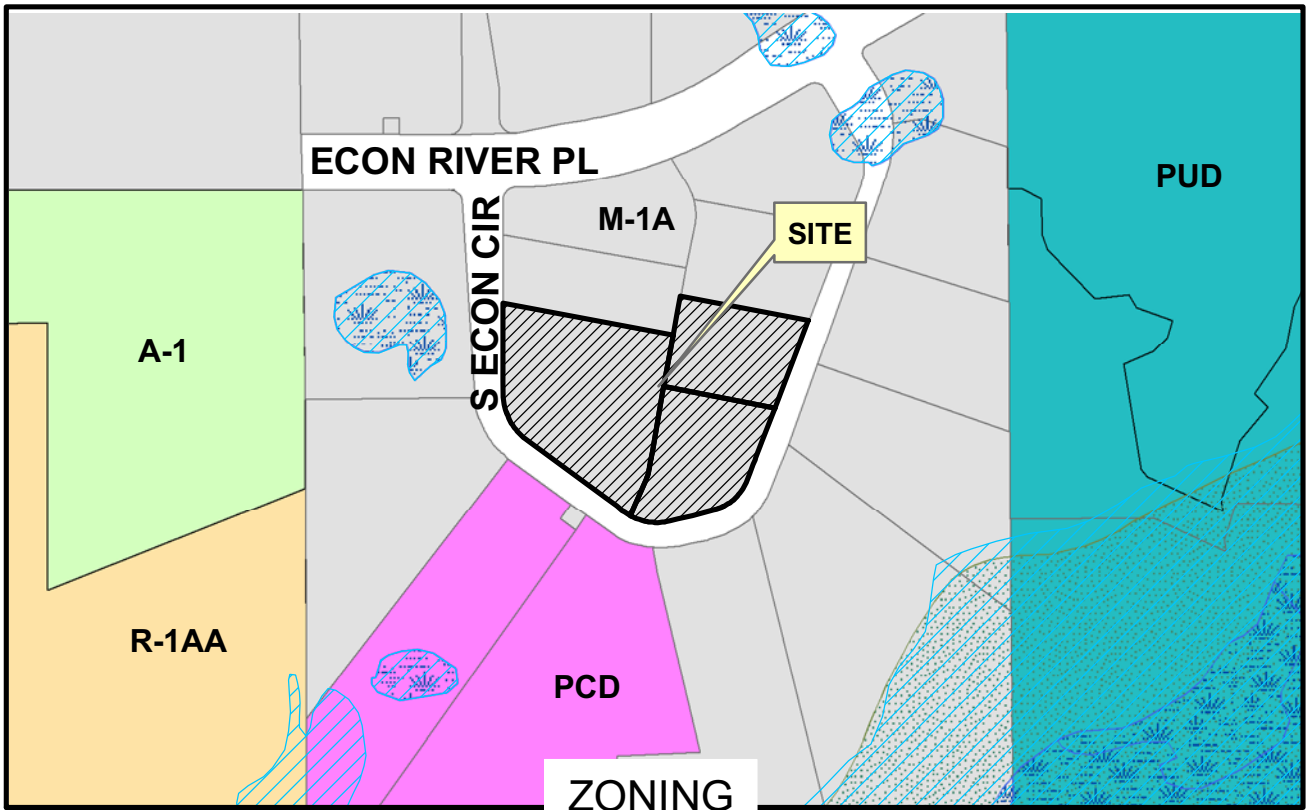
The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



IND COM PUBU Site CONS

Applicant: M & O Limited Partnership  
 Physical STR: 33-21-31-507-0000-01C0, 01D0, 01E0  
 Gross Acres: 3.98 +/- BCC District: 1  
 Existing Use: \_\_\_\_\_  
 Special Notes: \_\_\_\_\_

	Amend/ Rezone#	From	To
FLU	---	--	--
Zoning	Z2008-050	M-1A	PCD



PCD A-1 R-1AA M-1A FP-1 W-1 PUD





Rezone No: Z2008-050  
Final Master Plan

 Parcel

 Subject Property



Winter 2007 Color Aerials







## SEMINOLE COUNTY DEVELOPMENT ORDER

On March 24, 2009, Seminole County issued this Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

### FINDINGS OF FACT

**Property Owner:** M & O Limited Partnership  
532 S. Econ Circle, Suite 160  
Oviedo, FL 32765

**Project Name:** S. Econ Circle Rezone

**Requested Development Approval:** Rezone from M-1A (Very Light Industrial) to PCD (Planned Commercial Development) on 3.9 ± acres, located 400 feet south of the intersection of Econ River Place and S. Econ Circle.

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: Ian Sikonia, Senior Planner  
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. Development shall comply with the Preliminary Site Plan attached as Exhibit B.
  - B. The project shall have a maximum allowable square footage of 49,825 square feet.
  - C. Permitted Uses:
    - M-1A (Very Light Industrial)
    - Amusement and Recreational Facilities
    - Building and Plumbing Supplies with no outside storage
    - Lithography and Publishing Plants.
  - D. The maximum allowable building height is 35'.
  - E. The setbacks shall be as follows:
    - Front: 50'.
    - Side: 10'
    - Rear: 10'
  - F. 25% common open space shall be provided on the subject property.

(4) This Development Order touches and concerns the aforescribed property and the 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.**

**SEMINOLE COUNTY BOARD  
OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Bob Dallari, Chairman

**OWNER'S CONSENT AND COVENANT**

**COMES NOW**, M & O Limited Partnership, Roger Owen, the owner of the aforescribed property in this Development Order, 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

\_\_\_\_\_  
Roger Owen

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

\_\_\_\_\_  
Witness

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

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 Roger Owen 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 \_\_\_\_\_, 20\_\_\_\_.

Notary Public, in and for the County and State  
Aforementioned

My Commission Expires:

**EXHIBIT A****Legal Description**

Lot 1C, 1D, and 1E of South Park Business Center Replat 2, a Replat of Lot 1, South Park Business Center, as recorded in Plat Book 38, Pages 18 & 19 of the Public Records of Seminole County, Florida.

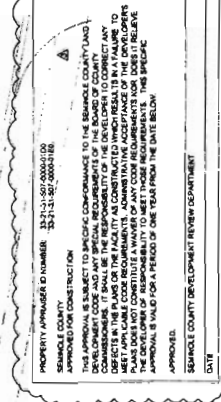
All being in Section 33, Township 21 South, Range 31 East, Seminole County, Florida.

**EXHIBIT B**

Final Site Plan

(See Attached Pages)





CURVE TABLE			
CURVE C	LENGTH L	RADIUS R	TANGENT T
36.67	22.00	6539.38'	20.65

LINE TABLE		BEARING	
LINE L	LENGTH L	LINE L	BEARING
1	52.33	S85°29'11"W	
2	100.36	S86°29'11"W	
3	166.13	N70°45'32"E	
4	143.38	N70°45'32"E	
5	17.04	N79°25'28"W	
6	27.48	N69°00'28"W	
7	331.56	N102°54'32"E	
8	31.29	N102°54'32"E	
9	352.25	N72°25'28"W	

Daniel L. Morris, PE 35585

GRAPHIC SCALE

20 0 20

SCALE

LOT 1-D & 1E

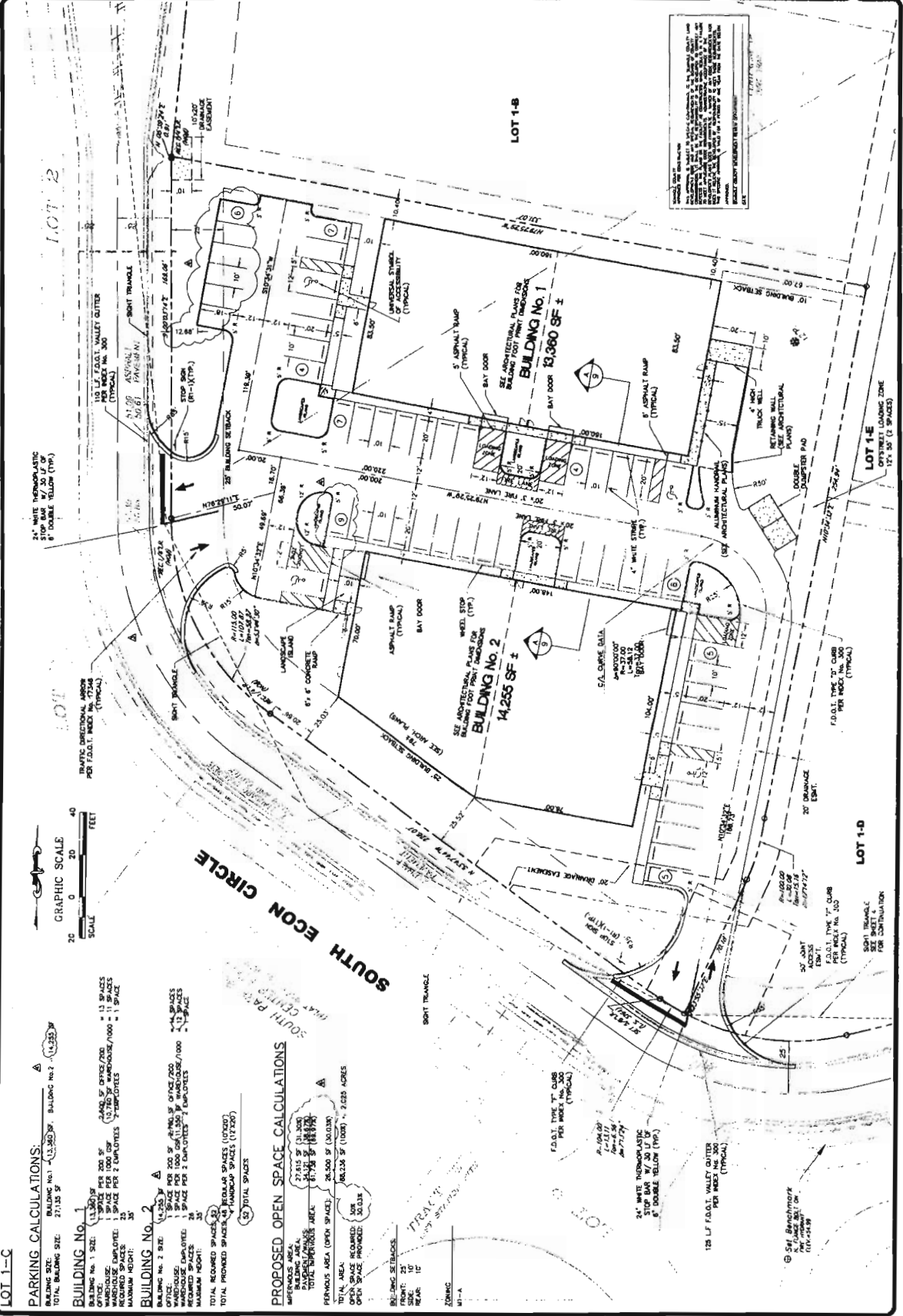
PARKING CALCULATIONS:

BUILDING No. 3

**BUILDING No. 2**  
BUILDING No. 2 SIZE: 12,200

## PROPOSED OPEN SPACE CALCULATIONS

LOT 1D		LOT 1E	
MAINTENANCE AREA		MAINTENANCE AREA	
BUILDING AREA	10.010 SF (22.18%)	BUILDING AREA	12.200 SF (20.31%)
PAVING/PAVEMENT AREA	14.010 SF (31.14%)	PAVING/PAVEMENT AREA	17.500 SF (29.33%)
TOTAL IMPROVEMENTS AREA	24.020 SF (53.32%)	TOTAL IMPROVEMENTS AREA	29.700 SF (49.64%)
PERVIOUS AREA (OPEN SPACE)	13.140 SF (29.10%)	PERVIOUS AREA (OPEN SPACE)	10.887 SF (18.19%)
TOTAL AREA	43.177 SF (100%)	TOTAL AREA	40.206 SF (100%)
OPEN SPACE REQUIRED	25.50%	OPEN SPACE REQUIRED	25%
OPEN SPACE PROVIDED	29.90%	OPEN SPACE PROVIDED	27.1%



## **S. ECON CIRCLE PCD DEVELOPER'S COMMITMENT AGREEMENT COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION**

On March 24, 2009, the Seminole County Board of County Commissioners issued this Developer's Commitment Agreement relating to and touching and concerning the following described property:

### **1. LEGAL DESCRIPTION:**

Legal description attached as Exhibit A.

### **2. PROPERTY OWNER: M & O Limited Partnership**

532 S. Econ Circle, Suite 160  
Oviedo, FL 32765

### **3. STATEMENT OF BASIC FACTS:**

- A. Total Area: 3.985 acres
- B. Zoning: Planned Commercial Development (PCD)
- C. Maximum Intensity: 49,825 Building Square Feet
- D. The development approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.
- E. The owners of the property have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.
- F. The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owners are as follows:

### **4. PERMITTED USES:**

- A. M-1A (Very Light Industrial)
- B. Amusement and Recreational Facilities

- C. Building and Plumbing Supplies with no outside storage
- D. Lithography and Publishing Plants

**5. OPEN SPACE:** 25% Usable Open Space Required, a minimum of 0.99 acres.

**6. MAXIMUM BUILDING HEIGHT:** 35'

**7. BUILDING SETBACKS - EXTERNAL PROPERTY BOUNDARIES:**

- A. Front Yard Setback: 50 feet.
- B. Side Yard Setback: 10 feet.
- C. Rear Yard Setback: 10 feet.

**8. LANDSCAPE & BUFFER REQUIREMENTS:**

- A. Landscaping and Buffers shall meet the minimum standards of the Seminole County Land Development Code.

**9. DEVELOPMENT COMMITMENTS:**

- A. All development shall comply with the Final Site Plan attached as Exhibit B.
- B. Outdoor storage of any goods will not be permitted.
- C. Parking shall meet the minimum standards of the Seminole County Land Development Code. Amusement and Recreation uses may utilize shared parking spaces within adjacent lots of the PCD due to their primary operating hours being off-peak periods.
- D. Owner acknowledges that parking will be shared between the separate parcels.
- E. All development requirements, conditions, commitments and provisions of Development Order #08 20500012 shall also perpetually burden, run and follow said property.

**10. STANDARD PROVISIONS:**

- A. All landscape buffers and common areas shall be maintained by a property owners association.
- B. The development shall provide a pedestrian circulation system giving access to all portions of the development as well as connecting existing sidewalks outside the development.
- C. This Developer's Commitment Agreement touches and concerns the aforescribed property and the conditions, commitments and provisions of the DCA shall perpetually burden, run with and follow the said property and be servitude upon and binding upon said property unless released in whole or in part by action of Seminole County by virtue of a document of equal dignity herewith. The owners have expressly covenanted and agreed to this provision and all other terms and provisions of the development order.

- D. The terms and provisions of this Agreement are not severable, and in the event any portion of this Agreement shall be found to be invalid or illegal, then the entire Agreement shall be null and void.

**II. INTERPRETATION: RELATIONSHIP TO FINAL SITE PLAN AND DEVELOPMENT ORDER**

This Developer's Commitment Agreement is intended to summarize material provisions of the Final Site Plan of the Property approved concurrently herewith by the Seminole County Board of County Commissioners. In the event of an inconsistency between this

Developer's Commitment Agreement and the Final Master Plan, the terms and conditions of the Developer's Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of the Developer's Commitment Agreement and Development Order Number 08 20500012, the terms of the Development Order shall control.

**Done and Ordered on the date first written above.**

By: \_\_\_\_\_  
Bob Dallari  
Chairman of Seminole County  
Board of County Commissioners

**OWNER'S CONSENT AND COVENANT**

COMES NOW, M & O Limited Partnership, Roger Owen, the owner of the  
aforescribed property, 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  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Roger Owen

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

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 Roger Owen who is  
personally known to me or who has produced \_\_\_\_\_ as identification and  
who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day  
of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public, in and for the County and State  
Aforementioned

My Commission Expires:

## **Exhibit A**

### **Legal Description**

Lot 1C, 1D, and 1E of South Park Business Center Replat 2, a Replat of Lot 1, South Park Business Center, as recorded in Plat Book 38, Pages 18 & 19 of the Public Records of Seminole County, Florida.

All being in Section 33, Township 21 South, Range 31 East, Seminole County, Florida.

Z2008-50  
DCA # 08-20500012  
S. Econ Circle PCD

## **Exhibit B**

### **Final Site Plan**

(See Attached Pages)







AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LENGTHY LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE M-1A (VERY LIGHT INDUSTRIAL) ZONING CLASSIFICATION THE PCD (PLANNED COMMERCIAL DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

**Section 1. LEGISLATIVE FINDINGS.**

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled S. Econ Circle Rezone, dated March 24, 2009.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

**Section 2. REZONINGS.** The zoning classification assigned to the following described property is changed from M-1A (Very Light Industrial) to PCD (Planned Commercial Development):

**SEE ATTACHED EXHIBIT A**

**Section 3. CODIFICATION.** It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

**ORDINANCE NO.**

**SEMINOLE COUNTY, FLORIDA**

**Section 4. SEVERABILITY.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Section 5. EFFECTIVE DATE.** A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective on the recording date of the Development Order #08-20500012 in the Official Land Records of Seminole County.

ENACTED this 24th day of March 2009.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
Bob Dallari, Chairman

**ORDINANCE NO.**

**SEMINOLE COUNTY, FLORIDA**

**EXHIBIT A  
LEGAL DESCRIPTION**

Lot 1C, 1D, and 1E of South Park Business Center Replat 2, a Replat of Lot 1, South Park Business Center, as recorded in Plat Book 38, Pages 18 & 19 of the Public Records of Seminole County, Florida.

All being in Section 33, Township 21 South, Range 31 East, Seminole County, Florida.

**SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER**

On March 24, 2009, Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

**Property Owner(s):** M & O, Limited Partnership  
532 S. Econ Circle, Suite 160  
Oviedo, FL 32765

**Project Name:** S. Econ Circle Rezone

**Requested Development Approval:** Request for a rezone from M-1A (Very Light Industrial) to PCD (Planned Commercial Development) on 3.9 ± acres, located 400 feet south of the intersection of Econ River Place and S. Econ Circle.

The Board of County Commissioners has determined that the rezone request from M-1A (Very Light Industrial) to PCD (Planned Commercial Development) district is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "S. Econ Circle Rezone" and all evidence submitted at the public hearing on March 24, 2009, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested rezone from M-1A (Very Light Industrial) to PCD (Planned Commercial Development) should be denied.

**ORDER**

**NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:**

The aforementioned application for development approval is **DENIED**.

**Done and Ordered on the date first written above.**

**SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Bob Dallari, Chairman

**FILE # Z2008-50**

**DEVELOPMENT ORDER # 08-20500012**

**EXHIBIT "A"**

**Legal Description**

Lot 1C, 1D, and 1E of South Park Business Center Replat 2, a Replat of Lot 1, South Park Business Center, as recorded in Plat Book 38, Pages 18 & 19 of the Public Records of Seminole County, Florida.

All being in Section 33, Township 21 South, Range 31 East, Seminole County, Florida.

**MINUTES FOR THE SEMINOLE COUNTY  
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION  
FEBRUARY 4, 2009**

**Members present:** Matthew Brown, Walt Eismann, Rob Wolf, Dudley Bates, Ben Tucker and Kimberly Day.

**Members absent:** Melanie Chase.

**Also present:** Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; Austin Watkins, Senior Planner; Ian Sikonia, Senior Planner; Joy Williams, Planner; Jim Potter, Senior Engineer, Development Review Division; Cynthia Sweet, Senior Planner; Kathleen Furey-Tran, Assistant County Attorney; and Connie R. DeVasto, Clerk to the Commission.

**C. S. Econ Circle Rezone; Roger Owen, applicant;** 3.9 ± acres; Rezone from M-1A to PCD district; located 400 feet south of the intersection of Econ River Place and S. Econ Circle. (Z2008-50)

District 1 - Dallari  
Ian Sikonia, Senior Planner

**Ian Sikonia, Planning Division** – presented this item and advised that the Applicant is requesting a rezone from M-1A to PCD in order to provide for a wider range of permitted uses in an existing industrial park consisting of four buildings. The FLU designation on the subject property is Industrial, which allows the requested zoning district.

The proposed Final Site Plan indicates that the existing development contains a total of 49,825 square feet divided between four buildings. The Applicant would like to provide building space for private indoor recreational facilities such as gymnastics and cheerleading. Since the existing M-1A zoning on the property does not allow for private recreational facilities, a rezone is necessary.

All the surrounding properties have the M-1A zoning district and the Industrial FLU designation. The proposed uses for this site utilize a mixture of compatible industrial and recreational uses operating in large buildings at different times of the day. Since the proposed recreational and training facilities will operate during non-peak hours, the impact to adjacent properties will be minimal.

Staff recommends approval of this request.

**Commissioner Tucker** – what is the property to the northeast of this site?

**Mr. Sikonia** – stated that he believe it was just part of the Industrial Park.



**Commissioner Tucker** – is this was the property that goes into Iron Bridge?

**Mr. Sikonia** – stated yes

**Commissioner Tucker** – between this property; going back to 436, is there multi-family?

**Mr. Sikonia** - yes it is multi-family.

**Commissioner Tucker** – asked if Staff agrees with Industrial going next to residential.

**Mr. Sikonia** – the existing land use is still going to be industrial and will still allow for the M-1A uses, but will allow for the proposed recreational uses.

**Commissioner Tucker** – does Staff's formula take into consideration industrial and residential as being compatible?

**Mr. Sikonia** – Staff takes into consideration transitional areas.

**Commissioner Tucker** – wanted to know what Staff's philosophy was regarding the compatibility of residential and non-residential zonings. He stated that he thought it was somewhat of a standard that residential and industrial typically weren't considered to be compatible.

**Alison Stettner, Planning Manager** – stated that the Future Land Use of this parcel, which is adjacent to the multi-family area Commissioner Tucker is referring to, is commercial; which does allow a small percentage of that property to be a multi-family residential component. It is also a PUD development; which does allow additional standards to be put in place in order to protect the different uses and create a more transitional type of land use.

As a rule of thumb, industrial adjacent to residential are not compatible land uses and the Comprehensive Plan speaks to how to set up transitional land uses adjacent to each other. In this case, the PUD does that and it is in a commercial land use.

**Commissioner Tucker** – stated he did not believe, in this instance, this addresses that issue because the proposed project is not a PUD. The overall design is a PUD.

**Commissioner Brown** – is this an infill in the industrial area?

**Mr. Sikonia** – this has already been built and the site plan has been approved. The Applicant wants to diversify his uses.

**Commissioner Brown** – does this particular property abut residential or have a FLU of residential?

**Mr. Sikonia** – it is internal to the Industrial Park.

General discussion ensued regarding compatibility issues with respect to commercial and industrial zonings adjacent to residential zoning.

**Roger Owen, Applicant** – stated that they were the first to buy on S. Econ Road in 1999 and everything that is currently in this area was built prior to the apartments coming in. Their goal is to expand their use to include a cheerleading school.

No one spoke in favor or opposition of this item from the audience.

**Commissioner Tucker made a motion to recommend approval of this request.**

**Commissioner Wolf seconded the motion.**

**The motion passed unanimously 6 – 0.**

SEMINOLE COUNTY  
**APPLICATION & AFFIDAVIT**

**Ownership Disclosure Form**

Please provide the information as requested below in accordance with Ordinance No. 07- \_\_\_\_\_:

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name: <u>Roger E. Owen</u>	Name: <u>ALH PROPERTIES P.L.L.-Howard Myers</u>
Address: <u>1024 Nancy Circle, Winter Springs</u>	Address: <u>134 Merz Blvd.. Fairlawn, Ohio 44333</u>
Phone #: <u>407-222-7425</u>	Phone #: <u>330-864-5011</u> <u>Lucy Myers</u>
	<u>Albert Myers</u>

Name: _____	Name: _____
Address: _____	Address: _____
Phone #: _____	Phone #: _____

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: _____	Name of Corporation: _____
Officers: _____	Officers: _____
Address: _____	Address: _____
Directors: _____	Directors: _____
Address: _____	Address: _____
Shareholders: _____	Shareholders: _____
Address: _____	Address: _____

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust: _____	Beneficiaries: _____
Trustees: _____	Address: _____
Address: _____	_____

(Use additional sheets for more space.)

SEMINOLE COUNTY  
**APPLICATION AND AFFIDAVIT**

4. For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners.

Name of Partnership: M & O LIMITED PARTNERSHIP ~~XXXXXXXXXXXX~~ Limited Partner (1)  
Principal: Roger E. Owen General Partner Principal: ALH Properties P.L.L. Howard Myers, Gen.  
Address: 1024 Nancy Circle, Winter Springs Address: 134 Merz Blvd., Fairlawn, Ohio Partner  
Florida 32708 (Use additional sheets for more space.) 44333

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

Contract Vendee:	Contract Vendee:
Name: _____	Name: _____
Address: _____	Address: _____
(Use additional sheets for more space.)	

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

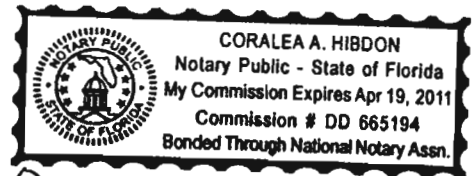
10-19-08  
Date

Roger E. Owen  
Owner, Agent, Applicant Signature

STATE OF FLORIDA  
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 14<sup>th</sup> day of October, 2008 by Roger E. Owen

Coralea A Hibdon  
Signature of Notary Public Print, Type or Stamp Name of Notary Public



Personally Known ☒ OR Produced Identification ☒  
Type of Identification Produced Drivers License 0800-725-31011-0

**For Use by Planning & Development Staff**

Date: \_\_\_\_\_ Application Number: \_\_\_\_\_



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM****SUBJECT:** Land Exchange**DEPARTMENT:** Administrative Services**DIVISION:** Support Services**AUTHORIZED BY:** Frank Raymond**CONTACT:** Stan Hunsinger**EXT:** 5253**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the County Resolution, Seminole County/Emory Green and Gladys E. Green Agreement for Exchange of Land and Property Rights, County Deed for the vacant 0.13 acre lot, Parcel # 33-19-31-300-1000-0000 in exchange for a vacant 0.10 acre lot, Parcel # 32-19-31-513-0000-2740, owned by Emory Green and Gladys E. Green. This agreement includes a deed for that portion of Parcel # 33-19-31-300-0990-0000 which is the encroached upon property owned by Emory and Eddie Green.

District 5 Brenda Carey

Meloney Lung

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**BACKGROUND:**

During the paving of Washington Street identified as part of the County's Pavement Management Program, the paving encroached into Emory and Eddie Green's property (Parcel # 33-19-31-300-0990-0000) located on the corner of Jitway and Washington Street in Sanford (Midway). Upon the discovery of the encroachment, the Greens approached County Staff with the land exchange as a cure to the encroachment issue.

Emory and Gladys E. Green have agreed to exchange Parcel # 32-19-31-513-0000-2740 for the County-owned property adjacent to their property located on Washington Street, Parcel # 33-19-31-300-1000-0000. The agreement also includes the deed for Parcel # 33-19-31-300-0990-0000 which is the encroached upon property.

Planning and Development Department has reviewed the Green's property involved in this exchange and have indicated that the Green's property located on Water Street, Parcel # 32-19-31-513-0000-2740, is of sufficient size to be used as an affordable housing site. As such, it will replace the Washington Street Parcel # 33-19-31-300-1000-0000 on the Affordable Housing Surplus List.

**STAFF RECOMMENDATION:**


Staff recommends that the Board approve and authorize the Chairman to execute the County Resolution, Seminole County/Emory Green and Gladys E. Green Agreement for Exchange of Land and Property Rights, County Deed for the vacant 0.13 acre lot, Parcel # 33-19-31-300-1000-0000 in exchange for a vacant 0.10 acre lot, Parcel # 32-19-31-513-0000-2740, owned by Emory Green and Gladys E. Green. This agreement includes a deed for that portion of Parcel # 33-19-31-300-0990-0000 which is the encroached upon property owned by Emory and Eddie Green.

**ATTACHMENTS:**

1. Property Appraiser Data
2. Property Appraiser Data
3. Property Appraiser Data
4. Resolution
5. County Deed - Parcel # 33-19-31-300-1000-0000
6. Warranty Deed Parcel # 33-19-31-300-0990-0000
7. Warranty Deed Parcel # 32-19-31-513-0000-2740
8. Notice

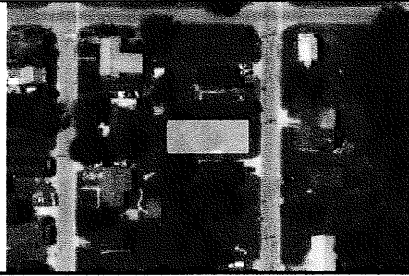
**Additionally Reviewed By:**

☒ County Attorney Review ( David Shields )

<b>PARCEL DETAIL</b>  DAVID JOHNSON, CFA, ASA <b>PROPERTY APPRAISER</b> SEMINOLE COUNTY FL. 1101 E. FIRST ST SANFORD, FL 32771-1468 407-855-7506																																				
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NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																			

RESOLUTION NO. 2009-R-\_\_\_\_\_

SEMINOLE COUNTY, FLORIDA

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE  
BOARD OF COUNTY COMMISSIONERS OF SEMINOLE  
COUNTY, FLORIDA, AT ITS REGULARLY SCHEDULED  
MEETING OF \_\_\_\_\_, 2009.

**WHEREAS**, Section 125.37, Florida Statutes, authorizes the exchange of real property interests by counties in accordance with certain procedures, and with, the advertising requirements of Section 125.37, Florida Statutes, having been met; and

**WHEREAS**, Section 125.379, Florida Statutes, requires every county to prepare and adopt by resolution an inventory list of all property owned by the county which is appropriate for use as affordable housing; and



**WHEREAS**, such resolution must be adopted by July 1, 2007 and every three (3) years thereafter; and

**WHEREAS**, the County adopted such a resolution on June 12, 2007; and

**WHEREAS**, said resolution included the property being conveyed to Emory Green and Eddie Green as one of the properties suitable for affordable housing purposes; and

**WHEREAS**, the County has determined that the property to be received from Emory Green and Gladys E. Green is suitable for affordable house purposes,

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

1. The Board of County Commissioners of Seminole County, Florida hereby implements the noticed exchange of real property with Emory Green, Eddie Green and Gladys E. Green.

2. Emory Green and Eddie Green desire to grant and convey and Seminole County desires to accept the releases, covenants and agreements relating to the First GREEN Property as set forth in the Agreement for Exchange of Land and Property Rights, attached as Exhibit 1 hereto, which is incorporated herein by this reference thereto as if fully set forth herein verbatim.

3. Emory Green and Gladys E. Green desire to grant and convey and Seminole County desires to accept the releases, covenants and agreements relating to the Second GREEN Property as set forth in the attached Agreement for Exchange of Land and Property Rights.

4. The Board of County Commissioners of Seminole County, Florida adopts as its own the Warranty Deeds, attached hereto as Exhibits 2 and 3 in exchange for a County Deed, attached hereto as Exhibit 4 by Seminole County to Emory Green and Eddie Green, which Exhibits are incorporated herein by this reference thereto as if fully set forth herein verbatim.

5. Upon execution and recording of the deeds for all the properties described above, the list of properties owned by the County located within Seminole County's jurisdiction and deemed

appropriate for affordable housing is amended as shown on Exhibit 5.

**BE IT FURTHER RESOLVED** that the Chairman of the Board of County Commissioners of Seminole County, Florida, is authorized to execute the County Deed relating to property that is described in Exhibit 4 hereto.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2009.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

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

By: \_\_\_\_\_  
BOB DALLARI, Chairman

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

For the use and reliance  
of Seminole County only.



As authorized for execution by the  
Board of County Commissioners at its  
\_\_\_\_\_, 2009, regular meeting.

Approved as to form and  
legal sufficiency.

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

DGS/dre  
03/03/09  
Attachments

- Exhibit 1 - Agreement
- Exhibit 2 - Warranty Deed from Emory Green and Eddie Green
- Exhibit 3 - Warranty Deed from Emory Green and Gladys Green
- Exhibit 4 - County Deed
- Exhibit 5 - List of Possible Affordable Housing Sites

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EXHIBIT 1

**SEMINOLE COUNTY / EMORY GREEN AND GLADYS E. GREEN  
AGREEMENT FOR EXCHANGE OF LAND AND PROPERTY RIGHTS**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between **EMORY GREEN, GLADYS E. GREEN** and **EDDIE GREEN**, whose address is 2181 Brisson Avenue, Sanford, Florida 32771 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**, Section 125.37, Florida Statutes, authorizes the exchange of real property owned by the COUNTY when it is not needed for COUNTY purposes for other real property which the COUNTY may desire to acquire for COUNTY purposes; and

**WHEREAS**, the COUNTY owns in fee simple, as recorded in Official Records Book 2766, Page 0927, Public Records of Seminole County, Florida, the property described as follows (the COUNTY Property)":

"Section 33, Township 19 South, Range 31 East of the East 50 feet of the West 150 feet of the North 120 feet of the East 1/4 of the SW 1/4 of the SW 1/4, Seminole County, Florida." As recorded in ORB 2766, Pg. 0927, of the Public Records, Seminole County, Florida.

LESS AND EXCEPT-That portion being more particularly described as follows:

Begin at the Northwest corner of the aforementioned parcel, Thence run S85°47'53"E along the North line of said East 1/4 of the SW 1/4 of the SW 1/4 and the North line of said parcel a distance of 50.00 feet to the Northeast corner of said parcel; Thence run S84°51'41"W a distance of 50.60 feet to a point on the West line of said parcel; Thence run N03°40'05"E along said West line a distance of 8.21 feet to the Point of Beginning.

Containing 5,795 square feet, More or Less.

Subject to a Drainage Easement, as recorded in ORB 2066, Pg. 1215-1228, of the Public Records, Seminole County, Florida.

Property Appraiser's Parcel Identification Number 33-19-31-300-1000-0000; and

EXHIBIT 1

**WHEREAS, EMORY GREEN and EDDIE GREEN** own in fee simple, as recorded in Official Records Book 7057, Pages 0865-0866, Public Records of Seminole County, Florida, the property described as follows (the "First GREEN Property"):

That portion of the North 120.00 feet of the West 100.00 feet of the East 1/4 of the Southwest 1/4 of the Southwest 1/4 ,of Section 33, Township 19 South, Range 31 East, Seminole County, Florida. As recorded in ORB 7057, Pages 0865-0866, of the Public Records, Seminole County, Florida.

Being more particularly described as follows:

Begin at the Northwest corner of the aforementioned parcel; Thence run S85°47'53"E along the North line of said SW 1/4, of the SW 1/4, Section 33 and the South line of Washington Street, a 10.00 foot Right-of-Way as noted on the Plat of Seth Woodruff's Subdivision, as recorded in Plat Book 3, Page 56, of the Public Records, Seminole County, Florida, a distance of 100.00 feet to the Northeast corner of said parcel; Thence run S03°40'05"W along the East line of said parcel a distance of 8.21 feet; Thence run S84°28'41"W a distance of 52.79 feet to the beginning of a curve, concave to the North, having a radius of 151.61 feet; Thence from a chord bearing of S88°06'19"W run Westerly along the arc of said curve, through a central angle of 7°15'16" a distance of 19.20 feet to a point of tangency; Thence run N88°16'03"W a distance of 5.44 feet to the beginning of a curve, concave Southeasterly, having a radius of 23.23 feet; Thence from a chord bearing S63°28'10"W run Southwesterly along the arc of said curve, through a central angle of 56°31'34" a distance of 22.92 feet; Thence run S35°12'23"W a distance of 8.30 feet to a point on the West line of said parcel and the East right-of-way line of Jit Way, a 40.00 foot Right-of-Way; Thence run N03°40'05"E along said East Right-of-Way line and West parcel line a distance of 37.76 feet to the Point of Beginning.

Containing 1,699 square feet More or Less.

Subject to a Drainage Easement as recorded in ORB 2066, Pg. 1215-1228, of the Public Records, Seminole County, Florida.

EXHIBIT 1

Property Appraiser's Parcel Identification Number: 33-19-31-300-0990-0000

AND

WHEREAS, **EMORY GREEN** and **GLADYS E. GREEN** own in fee simple as recorded in Official Records Book 07057, Page 0865, Public Records of Seminole County, the property described as follows (the "Second GREEN Property"):

Legal Lot 274, Midway, as recorded in Plat Book 1,  
Page 41, Public Records of Seminole County, Florida.

Property Appraiser's Parcel Identification Number 32-19-31-513-0000-2740; and

WHEREAS, COUNTY desires to exchange its interest in the COUNTY Property which is no longer needed for COUNTY purposes for the below described interest in the First GREEN Property and the Second GREEN Property,

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. The COUNTY intends to exchange land and property rights by County Deed to **EMORY GREEN** and **EDDIE GREEN**, its interest in the property described hereinabove as the COUNTY Property.

2. In exchange for the COUNTY Property, **EMORY GREEN** and **EDDIE GREEN** agree to convey by general Warranty Deed to the COUNTY, the property described hereinabove as the First GREEN Property and **EMORY GREEN** and **GLADYS E. GREEN** agree to convey by general Warranty Deed to the COUNTY, the property described hereinabove as the Second GREEN Property.

3. The COUNTY, as required by Section 125.37, Florida Statutes, shall publish the terms and conditions of this exchange of property once a week for at least two weeks, in a newspaper of general circulation published in Seminole County.

4. To effect the exchange of these properties the Board of County Commissioners of Seminole County, Florida must adopt a resolution authorizing the exchange of properties. This Agreement shall not be binding upon the COUNTY until and unless said authorizing resolution is adopted by the Board of County Commissioners of Seminole County, Florida and all other legal prerequisites for the exchange are accomplished.



EXHIBIT 1

5. COUNTY hereby agrees to pay for the publication of the notice of the terms and conditions of this exchange of properties in the Orlando Sentinel.

6. COUNTY hereby agrees to pay for respective title insurance to be issued on the properties being conveyed.

7. COUNTY hereby agrees to pay for the recording of the respective instruments necessary to convey the parties' interests in the above described properties and any documentary stamps necessary on such instruments.

8. **GLADYS E. GREEN** specifically acknowledges, understands and agrees that she is conveying all of her right, title and interest in the Second GREEN Property to the COUNTY and she individually will not receive any property or other consideration from the COUNTY for her right, title and interest to the Second GREEN Property.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date first above written.

**WITNESSES:**

**OWNER:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME



\_\_\_\_\_  
EMORY GREEN

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
GLADYS E. GREEN

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
EDDIE GREEN

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

ADDRESS: 2181 Brisson Avenue  
Sanford, FL 32771

EXHIBIT 1

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BOB DALLARI, Chairman

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

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_,  
2009, regular meeting

Approved as to form and  
legal sufficiency.

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

DGS/dre  
03/03/09

P:\Users\Dedge\My Documents\Agt\Green Agreement For Land Exchange.Docx



THIS INSTRUMENT PREPARED BY:  
DAVID G. SHIELDS  
ASSISTANT COUNTY ATTORNEY  
1101 EAST FIRST STREET  
SANFORD, FL 32771  
(407) 665-5736

EXHIBIT 2

WARRANTY DEED

THIS WARRANTY DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between EMORY GREEN and EDDIE. GREEN, whose address is 2181 Brisson Avenue, Sanford, Florida 32771, hereinafter collectively 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:** That the GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged by these presents does grant, bargain, sell, release, convey and confirm unto the GRANTEE, its heirs and assigns forever, all that certain land lying and being in the County of Seminole, State of Florida, more particularly described as follows:

That portion of the North 120.00 feet of the West 100.00 feet of the East 1/4 of the Southwest 1/4 of the Southwest 1/4 ,of Section 33, Township 19 South, Range 31 East, Seminole County, Florida. As recorded in ORB 7057, Pages 0865-0866, of the Public Records, Seminole County, Florida.

Being more particularly described as follows:

Begin at the Northwest corner of the aforementioned parcel; Thence run S85°47'53"E along the North line of said SW 1/4, of the SW 1/4, Section 33 and the South line of Washington Street, a 10.00 foot Right-of-Way as noted on the Plat of Seth Woodruff's Subdivision, as recorded in Plat Book 3, Page 56, of the Public Records, Seminole County, Florida, a distance of 100.00 feet to the Northeast corner of said parcel; Thence run S03°40'05"W along the East line of said parcel a distance of 8.21 feet; Thence run S84°28'41"W a distance of 52.79 feet to the beginning of a curve, concave to the North, having a radius of 151.61 feet; Thence from a chord bearing of S88°06'19"W run Westerly along the arc of said curve, through a central angle of 7°15'16" a distance of 19.20 feet to a point of tangency; Thence run N88°16'03"W a distance of 5.44 feet to the beginning of a curve, concave Southeasterly, having a radius of 23.23 feet; Thence from a chord bearing S63°28'10"W run Southwesterly along the arc of said curve, through a central angle of 56°31'34" a distance of 22.92 feet; Thence run S35°12'23"W a distance of 8.30 feet to a point on the West line of said parcel and the East right-of-way line of Jit Way, a 40.00 foot Right-of-Way; Thence run N03°40'05"E along said East Right-

of-Way line and West parcel line a distance of 37.76 feet to the Point of Beginning.

Containing 1,699 square feet More or Less.

Subject to a Drainage Easement as recorded in ORB 2066, Pg. 1215-1228, of the Public Records, Seminole County, Florida.

Property Appraiser's Parcel Identification No.: 33-19-31-300-0990-0000

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND** the GRANTOR hereby covenants with said GRANTEE that they are lawfully seized of said land in fee simple; that they have good right and lawful authority to sell and convey said land; that they hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

**IN WITNESS WHEREOF**, the GRANTOR has hereunto set their hand and seal the day and year first above written.

**WITNESSES:**

**GRANTOR:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
EMORY GREEN

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
EDDIE GREEN

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

ADDRESS: 2181 Brisson Avenue  
Sanford, FL 32771

\_\_\_\_\_  
PRINT NAME

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by EMORY GREEN and EDDIE GREEN, who are personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

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

Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_

DGS/dre

02/27/09

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THIS INSTRUMENT PREPARED BY:  
DAVID G. SHIELDS  
ASSISTANT COUNTY ATTORNEY  
1101 EAST FIRST STREET  
SANFORD, FL 32771  
(407) 665-5736

EXHIBIT 3

WARRANTY DEED

THIS WARRANTY DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between EMORY GREEN and GLADYS E. GREEN, whose address is 2181 Brisson Avenue, Sanford, Florida 32771, hereinafter collectively 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:** That the GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged by these presents does grant, bargain, sell, release, convey and confirm unto the GRANTEE, its heirs and assigns forever, all that certain land lying and being in the County of Seminole, State of Florida, more particularly described as follows:

Legal Lot 274, Midway, as recorded in Plat Book 1, Page  
41, Public Records of Seminole County, Florida.

Property Appraiser's Parcel Identification No. 32-19-31-513-0000-2740.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND** the GRANTOR hereby covenants with said GRANTEE that they are lawfully seized of said land in fee simple; that they have good right and lawful authority to sell and convey said land; that they hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

**IN WITNESS WHEREOF**, the GRANTOR has hereunto set their hand and seal the day and year first above written.

**WITNESSES:**

**GRANTOR:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
EMORY GREEN

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

*[Balance of this page intentionally blank; signatory page continues]*

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
GLADYS E. GREEN

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

ADDRESS: 2181 Brisson Avenue  
Sanford, FL 32771

\_\_\_\_\_  
PRINT NAME

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by EMORY GREEN and GLADYS E. GREEN, who are personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

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

Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_

DGS/dre

02/27/09

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THIS INSTRUMENT PREPARED BY:  
DAVID G. SHIELDS  
ASSISTANT COUNTY ATTORNEY  
1101 EAST FIRST STREET  
SANFORD, FL 32771  
(407) 665-5736

EXHIBIT 4

COUNTY DEED

COUNTY OF SEMINOLE, FLORIDA

THIS DEED is made this \_\_\_\_ day of \_\_\_\_\_, 2009, by SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "GRANTOR," and EMORY GREEN and EDDIE. GREEN, whose address is 2181 Brisson Avenue, Sanford, Florida 32771, hereinafter collectively referred to as the "GRANTEE".

W I T N E S S E T H:

THAT GRANTOR for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by GRANTEE, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to GRANTEE, their heirs and assigns forever, the following described land lying and being in Seminole County, Florida, to-wit:

"Section 33, Township 19 South, Range 31 East of the East 50 feet of the West 150 feet of the North 120 feet of the East 1/4 of the SW 1/4 of the SW 1/4, Seminole County, Florida." As recorded in ORB 2766, Pg. 0927, of the Public Records, Seminole County, Florida.

LESS AND EXCEPT-That portion being more particularly described as follows:

Begin at the Northwest corner of the aforementioned parcel, Thence run S85°47'53"E along the North line of said East 1/4 of the SW 1/4 of the SW 1/4 and the North line of said parcel a distance of 50.00 feet to the Northeast corner of said parcel; Thence run S84°51'41"W a distance of 50.60 feet to a point on the West line of said parcel; Thence run N03°40'05"E along said West line a distance of 8.21 feet to the Point of Beginning.

Containing 5,795 square feet, More or Less.

Subject to a Drainage Easement, as recorded in ORB 2066, Pg. 1215-1228, of the Public Records, Seminole County, Florida.

Property Appraiser's Parcel Identification No. 33-19-31-300-1000-0000.

GRANTOR, in accordance with Section 270.11, Florida Statutes, retains and reserves an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals

that are or may be in, on or under the above described land and an undivided one-half interest in all the petroleum that is or may be in, on or under the above described land with the privilege to mine and develop the same.

IN WITNESS WHEREOF the GRANTOR 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

\_\_\_\_\_  
MARYANN MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida

By: \_\_\_\_\_  
BOB DALLARI, Chairman

DGS/dre  
02/03/09  
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SEMINOLE COUNTY PROPERTY  
POSSIBLE AFFORDABLE HOUSING SITES  
Exhibit 5

PARCEL	ACRES	STREET NAME	LEGAL DESCRIPTION	VACANT/IMPROVED	DEPARTMENT	NOTES	WATER/SEWER HOOK-UPS	APPRAISED VALUE/ASSESSED VALUE
1821295220D000220	0.35	JEROME WAY	LEG LOT 22 BLOCK D LYWOOD REVISION PB 16 PG 33 (Vacant)	VACANT	ENVIR SVCS	Acquired as Part of the First Florida Utilities, Inc. purchase, Abandoned Well Site	Seminole County Water/Sewer	Property Appraiser's Assessed Value \$35,000
2021303000001C0000	0.23	THUNDER TRL	SEC 20 TWP 21S RGE 30E N 43.5 FT OF S 120 FT OF E 120 OF SE 1/4 & S 1/2 OF VACD ST ADJ ON N (Vacant)	VACANT	ENVIR SVCS	Acquired as Part of the Florida Development and Utilities Company Purchase, Abandoned Well Site	Seminole County Water/Sewer	Appraised At \$75,000 by Clayton, Roper & Marshall, Inc. Property Appraiser's Assessed Value \$20,000
2021303000001R0000	0.23	THUNDER TRL	SEC 20 TWP 21S RGE 30E S 76.5 FT OF E 120 FT OF SE 1/4 (Vacant)	VACANT	ENVIR SVCS	Acquired as Part of the Florida Development and Utilities Company Purchase, Abandoned Well Site	Seminole County Water/Sewer	Appraised At \$75,000 by Clayton, Roper & Marshall, Inc. Property Appraiser's Assessed Value \$20,000
32193151300002740		WATER STREET	LEG LOT 274 MIDWAY PB 1 PG 41	VACANT	ADMIN SVCS	Land Swap		Property Appraiser's Assessed Value \$10,080

THIS INSTRUMENT PREPARED BY:  
DAVID G. SHIELDS  
ASSISTANT COUNTY ATTORNEY  
1101 EAST FIRST STREET  
SANFORD, FL 32771  
(407) 665-5736

COUNTY DEED

COUNTY OF SEMINOLE, FLORIDA

THIS DEED is made this \_\_\_\_ day of \_\_\_\_\_, 2009, by SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "GRANTOR," and EMORY GREEN and EDDIE. GREEN, whose address is 2181 Brisson Avenue, Sanford, Florida 32771, hereinafter collectively referred to as the "GRANTEE".

W I T N E S S E T H:

THAT GRANTOR for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by GRANTEE, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to GRANTEE, their heirs and assigns forever, the following described land lying and being in Seminole County, Florida, to-wit:

"Section 33, Township 19 South, Range 31 East of the East 50 feet of the West 150 feet of the North 120 feet of the East 1/4 of the SW 1/4 of the SW 1/4, Seminole County, Florida." As recorded in ORB 2766, Pg. 0927, of the Public Records, Seminole County, Florida.

LESS AND EXCEPT-That portion being more particularly described as follows:

Begin at the Northwest corner of the aforementioned parcel, Thence run S85°47'53"E along the North line of said East 1/4 of the SW 1/4 of the SW 1/4 and the North line of said parcel a distance of 50.00 feet to the Northeast corner of said parcel; Thence run S84°51'41"W a distance of 50.60 feet to a point on the West line of said parcel; Thence run N03°40'05"E along said West line a distance of 8.21 feet to the Point of Beginning.

Containing 5,795 square feet, More or Less.

Subject to a Drainage Easement, as recorded in ORB 2066, Pg. 1215-1228, of the Public Records, Seminole County, Florida.

Property Appraiser's Parcel Identification No. 33-19-31-300-1000-0000.

GRANTOR, in accordance with Section 270.11, Florida Statutes, retains and reserves an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals

that are or may be in, on or under the above described land and an undivided one-half interest in all the petroleum that is or may be in, on or under the above described land with the privilege to mine and develop the same.

IN WITNESS WHEREOF the GRANTOR 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

\_\_\_\_\_  
MARYANN MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida

By: \_\_\_\_\_  
BOB DALLARI, Chairman

DGS/dre  
02/03/09  
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THIS INSTRUMENT PREPARED BY:  
DAVID G. SHIELDS  
ASSISTANT COUNTY ATTORNEY  
1101 EAST FIRST STREET  
SANFORD, FL 32771  
(407) 665-5736

WARRANTY DEED

THIS WARRANTY DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between EMORY GREEN and EDDIE. GREEN, whose address is 2181 Brisson Avenue, Sanford, Florida 32771, hereinafter collectively 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:** That the GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged by these presents does grant, bargain, sell, release, convey and confirm unto the GRANTEE, its heirs and assigns forever, all that certain land lying and being in the County of Seminole, State of Florida, more particularly described as follows:

That portion of the North 120.00 feet of the West 100.00 feet of the East 1/4 of the Southwest 1/4 of the Southwest 1/4 ,of Section 33, Township 19 South, Range 31 East, Seminole County, Florida. As recorded in ORB 7057, Pages 0865-0866, of the Public Records, Seminole County, Florida.

Being more particularly described as follows:

Begin at the Northwest corner of the aforementioned parcel; Thence run S85°47'53"E along the North line of said SW 1/4, of the SW 1/4, Section 33 and the South line of Washington Street, a 10.00 foot Right-of-Way as noted on the Plat of Seth Woodruff's Subdivision, as recorded in Plat Book 3, Page 56, of the Public Records, Seminole County, Florida, a distance of 100.00 feet to the Northeast corner of said parcel; Thence run S03°40'05"W along the East line of said parcel a distance of 8.21 feet; Thence run S84°28'41"W a distance of 52.79 feet to the beginning of a curve, concave to the North, having a radius of 151.61 feet; Thence from a chord bearing of S88°06'19"W run Westerly along the arc of said curve, through a central angle of 7°15'16" a distance of 19.20 feet to a point of tangency; Thence run N88°16'03"W a distance of 5.44 feet to the beginning of a curve, concave Southeasterly, having a radius of 23.23 feet; Thence from a chord bearing S63°28'10"W run Southwesterly along the arc of said curve, through a central angle of 56°31'34" a distance of 22.92 feet; Thence run S35°12'23"W a distance of 8.30 feet to a point on the West line of said parcel and the East right-of-way line of Jit Way, a 40.00 foot Right-of-Way; Thence run N03°40'05"E along said East Right-

of-Way line and West parcel line a distance of 37.76 feet to the Point of Beginning.

Containing 1,699 square feet More or Less.

Subject to a Drainage Easement as recorded in ORB 2066, Pg. 1215-1228, of the Public Records, Seminole County, Florida.

Property Appraiser's Parcel Identification No.: 33-19-31-300-0990-0000

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that they are lawfully seized of said land in fee simple; that they have good right and lawful authority to sell and convey said land; that they hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the GRANTOR has hereunto set their hand and seal the day and year first above written.

WITNESSES:

GRANTOR:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
EMORY GREEN

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
EDDIE GREEN

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

ADDRESS: 2181 Brisson Avenue  
Sanford, FL 32771

\_\_\_\_\_  
PRINT NAME

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by EMORY GREEN and EDDIE GREEN, who are personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

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

Notary Public in and for the County  
and State Aforementioned

My commission expires: \_\_\_\_\_

DGS/dre

02/27/09

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THIS INSTRUMENT PREPARED BY:  
DAVID G. SHIELDS  
ASSISTANT COUNTY ATTORNEY  
1101 EAST FIRST STREET  
SANFORD, FL 32771  
(407) 665-5736

WARRANTY DEED

THIS WARRANTY DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between EMORY GREEN and GLADYS E. GREEN, whose address is 2181 Brisson Avenue, Sanford, Florida 32771, hereinafter collectively 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: That the GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged by these presents does grant, bargain, sell, release, convey and confirm unto the GRANTEE, its heirs and assigns forever, all that certain land lying and being in the County of Seminole, State of Florida, more particularly described as follows:

Legal Lot 274, Midway, as recorded in Plat Book 1, Page  
41, Public Records of Seminole County, Florida.

Property Appraiser's Parcel Identification No. 32-19-31-513-0000-2740.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that they are lawfully seized of said land in fee simple; that they have good right and lawful authority to sell and convey said land; that they hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the GRANTOR has hereunto set their hand and seal the day and year first above written.

WITNESSES:

GRANTOR:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
EMORY GREEN

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

*[Balance of this page intentionally blank; signatory page continues]*

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
GLADYS E. GREEN

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

ADDRESS: 2181 Brisson Avenue  
Sanford, FL 32771

\_\_\_\_\_  
PRINT NAME

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by EMORY GREEN and GLADYS E. GREEN, who are personally known to me or who has produced \_\_\_\_\_ as identification.

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

DGS/dre  
02/27/09

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## NOTICE

NOTICE is hereby given pursuant to Section 125.37, Florida Statutes (2008), that the Board of County Commissioners of Seminole County, Florida (BCC) intends to exchange the following described property:

"Section 33, Township 19 South, Range 31 East of the East 50 feet of the West 150 feet of the North 120 feet of the East 1/4 of the SW 1/4 of the SW 1/4, Seminole County, Florida." As recorded in ORB 2766, Pg. 0927, of the Public Records, Seminole County, Florida.

LESS AND EXCEPT that portion being more particularly described as follows:

Begin at the Northwest corner of the aforementioned parcel, Thence run S85°47'53"E along the North line of said East 1/4 of the SW 1/4 of the SW 1/4 and the North line of said parcel a distance of 50.00 feet to the Northeast corner of said parcel; Thence run S84°51'41"W a distance of 50.60 feet to a point on the West line of said parcel; Thence run N03°40'05"E along said West line a distance of 8.21 feet to the Point of Beginning.

Containing 5,795 square feet, More or Less.

Subject to a Drainage Easement, as recorded in ORB 2066, Pg. 1215-1228, of the Public Records, Seminole County, Florida.

Property Appraiser's Parcel Identification No.: 33-19-31-300-1000-0000

(the "COUNTY Property")

for the following property described as:

That portion of the North 120.00 feet of the West 100.00 feet of the East 1/4 of the Southwest 1/4 of the Southwest 1/4 ,of Section 33, Township 19 South, Range 31 East, Seminole County, Florida. As recorded in ORB 7057, Pages 0865-0866, of the Public Records, Seminole County, Florida.

Being more particularly described as follows:

Begin at the Northwest corner of the aforementioned parcel; Thence run S85°47'53"E along the North line



of said SW 1/4, of the SW 1/4, Section 33 and the South line of Washington Street, a 10.00 foot Right-of-Way as noted on the Plat of Seth Woodruff's Subdivision, as recorded in Plat Book 3, Page 56, of the Public Records, Seminole County, Florida, a distance of 100.00 feet to the Northeast corner of said parcel; Thence run S03°40'05"W along the East line of said parcel a distance of 8.21 feet; Thence run S84°28'41"W a distance of 52.79 feet to the beginning of a curve, concave to the North, having a radius of 151.61 feet; Thence from a chord bearing of S88°06'19"W run Westerly along the arc of said curve, through a central angle of 7°15'16" a distance of 19.20 feet to a point of tangency; Thence run N88°16'03"W a distance of 5.44 feet to the beginning of a curve, concave Southeasterly, having a radius of 23.23 feet; Thence from a chord bearing S63°28'10"W run Southwesterly along the arc of said curve, through a central angle of 56°31'34" a distance of 22.92 feet; Thence run S35°12'23"W a distance of 8.30 feet to a point on the West line of said parcel and the East right-of-way line of Jit Way, a 40.00 foot Right-of-Way; Thence run N03°40'05"E along said East Right-of-Way line and West parcel line a distance of 37.76 feet to the Point of Beginning.

Containing 1,699 square feet More or Less.

Subject to a Drainage Easement as recorded in ORB 2066, Pg. 1215-1228, of the Public Records, Seminole County, Florida.

Property Appraiser's Parcel Identification No.: 33-19-31-300-0990-0000

owned by EMORY GREEN and EDDIE GREEN whose address is 2181 Brisson Avenue, Sanford, Florida 32772

(the "First GREEN Property")

**AND**

Legal Lot 274, Midway, as recorded in Plat Book 1, Page 41, Public Records of Seminole County, Florida.

Property Appraiser's Parcel Identification Number 32-19-31-513-0000-2740

(the "Second GREEN Property")

owned by Emory Green and Gladys E. Green whose address is 2181 Brisson Avenue, Sanford, Florida 32771.

The COUNTY Property is on Seminole County's list of properties suitable for affordable housing purposes pursuant to Section 125.379, Florida Statutes. The Second GREEN Property identified above is also suitable for affordable housing purposes. Therefore, as a result of this exchange, the latter property will be substituted for the former property on Seminole County's list of properties suitable for affordable housing.

The terms and conditions of such exchange of property are that Seminole County will transfer ownership of the COUNTY Property by County Deed to Emory Green and Eddie Green, in exchange for a Warranty Deed on the First GREEN Property and the Second GREEN Property to Seminole County. Seminole County agrees to pay for this publication of notice, bear its own attorney's fees and costs, and to pay for title insurance to be issued to Seminole County on the First GREEN Property and the Second GREEN Property being conveyed to Seminole County and for title insurance to be issued to Emory Green and Eddie Green on the County Property that Seminole County is conveying to Emory Green and Eddie Green. Seminole County agrees to pay all recording fees for all instruments necessary to convey the parties' interests in the above described property, related documents, and any documentary stamps necessary on such instruments. This matter will be brought before the BCC for consideration and adoption of a resolution authorizing the exchange of the above-described properties at 9:30 a.m., or as soon thereafter as possible, at its regularly scheduled meeting on the 24th day of March, 2009, at the Seminole County Services Building, BCC Chambers, Room 1028, 1101 East First Street, Sanford, Florida.

For additional information regarding this notice, contact the Meloney Lung, Support Services Manager (407) 665-5256.

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Meloney Lung, Support Services Manager

Publish Dates:      March 11, 2009  
                             March 18, 2009

Invoice and

Proof of Publication to:      Meloney Lung, Support Services Manager  
   **ACCOUNT NUMBER:    021406011**  
   SEMINOLE COUNTY SERVICES BUILDING  
   1101 EAST FIRST STREET  
   SANFORD, FLORIDA 32771