SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
Tuesday, March 25, 2008
COUNTY SERVICES BUILDING
BCC CHAMBERS - ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA

Convene BCC Meeting at 9:30 AM

Opening Ceremonies

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

Awards and Presentations

1. **Resolution** - Proclaiming the week of March 23rd through March 29th, 2008 as "John E. Polk Correctional Facility Jail Chaplain Appreciation Week".

2. **Resolution** - Proclaiming the week of March 24th through March 30th, 2008 as "National Community Development Week".

3. **Resolution** - Proclaiming the week of March 30th through April 6th, 2008 as "Children's Week in Seminole County" and April 6th, 2008 as "Parent's and Children's Day in Seminole County".

4. **Resolution** - Proclaiming the week of April 6th through April 12th, 2008 as National County Government Week themed "Protecting Our Children".

5. **Resolution** - Proclaiming the month of April as "Florida's Water Conservation Month".

Consent Agenda

- **County Manager's Consent Agenda (Items No. 6 - 35)**

Administrative Services
Purchasing and Contracts

6 . Approve ranking list and authorize staff to negotiate rates for PS-2825-07/BHJ - Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements - Rangeline Road to CR 427 with Horizon Engineering Group, Orlando, Florida (Estimated Usage Amount of $600,000.00 over the term of the Agreement). (Ray Hooper)

7 . Approve Amendment #1 to M-401-03/PWM with de la Parte & Gilbert of Tampa, Florida, to change the payment of services as Not-To-Exceed the annual budget adopted by the Environmental Services Department for legal services related to environmental

permitting, and to increase rates as identified in the revised Exhibit B included within the Amendment. In addition, extend the current term by two years through November 30, 2010 with two (2) additional two-year options for renewal and authorize the County Attorney to execute the Amendment. (Ray Hooper)

8 . Approve Amendment #1 to RFP-4214-04/TLR - Security Repairs, Maintenance and Upgrades Agreement with Site Secure, Inc., Sanford, Florida, to increase rates as identified in the revised Exhibit C included in the Amendment. Also, approve the revised Estimated Annual Usage of $750,000.00. (Ray Hooper)

9 . Approve Amendments to PS-1074-06/TRJ with Ardaman & Associates, Inc. of Orlando, Florida; Nodarse & Associates, Inc. of Winter Park, Florida; and Professional Service Industries, (PSI) Inc. of Orlando, Florida, to add additional Pay Items as identified in the revised Exhibit A included within the Amendment for each Consultant. In addition, approve the increased rates as requested by Nodarse & Associates, Inc. of Winter Park, Florida, included in the revised Exhibit A included within the Amendment for Nodarse & Associates, Inc. (Ray Hooper)

10 . Award CC-2938-07/VFT - Orange Boulevard Utility Adjustments & Roadway Improvements to Southern Site Works, Inc., Zephyrhills, FL, in the amount of $6,645,961.00, for all labor, materials, equipment, tools, transportation, services and incidentals required to perform all work necessary to construct Water Mains, Force Mains, Reclaimed Water Mains, Storm Sewer systems, remove and/or place out of service existing utilities, roadway realignment and widening, roadway milling and resurfacing and associated tasks for the project. This Project is located in Northwest Seminole County, Florida, along Orange Boulevard from State Road 46A to State Road 46. (Ray Hooper)

11 . Waive the procurement process in accordance with Sec. 220.5 of the Purchasing Code and authorize staff to issue Purchase Orders to Mary Brodeur Hope for financial consulting services at $75.00 per hour, in accordance with approved budget. (Ray Hooper)

Community Services
Community Assistance

12 . Approve and authorize the Chairman to execute the First Amendment to the Seminole County/Central Florida Family Health Center, Inc. HUD/CDBG Subrecipient Agreement Program Year 2006 -2007 District 5 - Carey (Rob Heenan)

13 . Approve and authorize the Chairman to execute the Seminole County/Seminole County Housing Authority Tenant-Based Rental Assistance Subrecipient Agreement Program Year 2007-2008. (Buddy Balagia)

14 . Approve and authorize the Chairman to execute the Second Amendment to Seminole County/The Center for Affordable Housing, Inc, HOME Program Community Housing Development Organization Rental Housing Development Agreement Program Years 2003-2004, 2004-2005 and 2005-2006. District 5 - Carey (Buddy Balagia)

15 . Approve and authorize the Chairman to execute a Resolution Terminating the Restated Seminole County/Seminole County Housing Authority Tenant Based Rental Assistance Subrecipient Agreement Program Year 2003-2004. (Buddy Balagia)

16 . Approve and authorize the Chairman to execute the Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program. (Shirley Boyce)

Probation

17 . Approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole County and Seminole County Sheriff's Office Computer Software Services to continue a collaborative working relationship. (Derek Gallagher)

Economic Development

Tourism

18 . Approve and authorize the Chairman to execute an agreement with Scottish-American Society of Central Florida, Inc. for the 2008 Central Florida Scottish Highland Games in the amount of $25,000.00. (William McDermott)

Environmental Services

Business Office

19 . Approve release of the original Water & Sewer Cash Maintenance Bond in the amount of $11,973.98 for the project known as Traditions at Alafaya Phase 1. District 1 - Dallari (Bob Briggs)

20 . Approve the release of the original Water and Sewer Maintenance Bond in the amount of $979.00 for the project known as Isola Retail Center. District 5 - Carey (Bob Briggs)

21 . Approve the release of the original Water and Sewer Performance Bond in the amount of $83,493.88 for the project known as Aloma Park Center. District 1 - Dallari (Bob Briggs)

Solid Waste Management

22 . Approve and authorize scheduling and advertising a Public Hearing for the proposed Ordinance amending Chapter 235 Seminole County Code authorizing the removal of private property debris during post-disaster environments for eligibility of FEMA assistance. (Richard Meinert)

23 . Approve and authorize Chairman to execute Certificate of Public Convenience and Necessity for Orlando Waste Paper Company, Inc. (Richard Meinert)

24 . Approve renewal of the Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services, as amended, with Container Rental Company, Inc., for a period from October 1, 2007 to September 30, 2008. (Richard Meinert)

Fiscal Services

Administration - Fiscal Services

25 . Approve and authorize the Chairman to execute the authorizing resolution to ratify issuance by Orange County Housing Finance Authority of the Multifamily Housing Revenue Bonds in an amount not to exceed $9,000,000.00. (Lisa Spriggs)

26 . Approve and authorize the Chairman to execute a grant agreement with the Florida Department of Environmental Protection in acceptance of $148,500.00 in grant funds for the Big Tree Park Trailhead. (Lisa Spriggs)

Budget

27 . Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-46 through the 2001 Infrastructure Sales Tax Fund in the amount of $325,000.00 in order to advance the scheduling of the County Road 427 at State Road 436 Intersection Improvement project and establish reimbursement of project costs through a Joint Participation Agreement with the Florida Department of Transporation. (Lin Polk)

28 . Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-47 through the Public Safety Federal Grants Fund to recognize equipment valued at $412,273.00 received under the Memorandum of Agreement (MOA) with the Orange County Sheriff's Office for participation in the Urban Area Securities Initiative. (Lin Polk)

29 . Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-48 through the 2001 Infrastructure Sales Tax Fund in the amount of $1,800,000.00 to reduce the funding for the Orange Boulevard project. (Lin Polk)

30 . Approve and authorize the Chairman to execute Budget Change Request #08-18 through the General Fund in the amount of $330,000.00 to transfer from the Land Acquisition Project (00243101) to the Jetta Point Park Project for the Purchase of the Clark property (00234601).
(Lin Polk)

MSBU

31 . Approve and authorize scheduling and advertising of a public hearing for considering the Lake Myrtle Restoration MSBU assessment resolution. District 4 - Henley (Kathy Moore)

Public Safety
Animal Services

32 . Approve to sponsor Tag Day 2008 to be held Sunday, May 4, 2008, and authorization to waive the rabies vaccination and animal identification microchip implant fees during this event. (Tad Stone)

Public Works
Engineering

33 . Accept and authorize the Chairman to execute a Perpetual Stormwater Easement for the Sweetwater Cove Tributary Surface Water Restoration Project, Phase IIIB - Dredging/Revegetation of Sweetwater Cove Lake. District 3 - Van Der Weide (Jerry McCollum)

34 . Adopt a Resolution amending the Seminole County Administrative Code by the addition of a new Section 34.20, “Signing and Lighting Seminole County Trail and Pedestrian Overpasses/Tunnels Policy”. (Jerry McCollum)

35 . Adopt a Resolution and authorize the Chairman to execute a Joint Participation Agreement with the Florida Department of Transportation to facilitate intersection improvements on State Road 436 at Ronald Reagan Boulevard (County Road 427); FDOT-Financial Management Number 424257-1-58-01 (Capital Improvement Project Number 00191662). District 4 - Henley (Jerry McCollum)

• County Attorney's Consent Agenda (Items No. 36 - 37)

County Attorney's Office
Litigation

36 . **Huntington Pointe Homeowners Association, Inc.** - Approval of a proposed negotiated settlement relating to Parcel Number 126 on the Lake Emma Road improvement project. The proposed negotiated settlement is at the sum of $37,675.00 inclusive of all land value, improvements, cost to cure, damages, statutory interest, total attorney’s fees, expert fees and cost reimbursements. Judge Galluzzo. District 4 - Henley (Bob McMillan)

Property Acquisition

37 . **Execute Subordination of Utility Interest Agreement** - Lake Emma Road Subordination of Utility Interest Agreement (Parcel Numbers 126, 755, 835A/835B and 848) between Seminole County and Florida Power Corporation d/b/a Progress Energy Florida, Inc., in conjunction with the Lake Emma Road improvement project. District 4 - Henley (Bob McMillan)

- **Constitutional Officers Consent Agenda (Items No. 38 - 40)**

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

38 . Approval of Expenditure Approval Lists dated February 25 and March 3, 2008; Approval of BCC Official Minutes dated February 26, 2008. (Dave Godwin)

Sheriff's Office (Don Eslinger, Sheriff)

39 . **Law Enforcement Trust Fund** - Approval by the Board of County Commissioners to contribute $12,000.00 from the Law Enforcement Trust Fund to provide funds for "Project Graduation" to Seminole County high schools. (Penny Fleming)

40 . **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)

Regular Agenda

41 . **Community Redevelopment Agency** - Consider the adoption of a Resolution delegating the authority to the City of Oviedo to establish a Community Redevelopment Agency.
(Dori DeBord)

County Manager's Briefing

42 . **Budget Amendment Status Report FY 2007/08** - Informational briefing. No action required. (Lin Polk)

43 . **Heroes Memorial Update** - Approval of conceptual plan for the Heroes Memorial and authorization to proceed with final design. (Meloney Lung)

County Attorney's Briefing

Constitutional Officers Briefing

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

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

Public Hearings

44 . **PUD Major Amendment, Revised Final Master Plan and Addendum # 3** - To the ETOR PUD Developer’s Commitment Agreement for approximately 6.75 acres, located on S. Sun Drive approximately 900 feet west of Greenwood Lakes Blvd. (Robert Horian) District 4 - Henley (Austin Watkins)

45 . **PUD Major Amendment, Rezone Ordinance** - From PUD (Planned Unit Development) to PUD (Planned Unit Development), Revised Preliminary Master Plan and Revised and Restated Development Order for approximately 22.3 acres, located approximately 230 feet west of the intersection of Orange Blvd. and Dunbar Ave. (KBC Development) District 5 - Carey (Austin Watkins)

46 . **Voluntary Billboard Agreement** - Between Seminole County and Clear Channel Outdoor, located west of I-4 approximately 1400 feet southeast of the intersection of Orange Blvd and Dunbar Ave. (Clear Channel Outdoor) District 5 - Carey (Austin Watkins)

47 . **Rezone** - From OP (Office) to OP (Office) on approximately 4.84 acres, located on the southeast corner of the intersection of College Drive and Lake Mary Boulevard. (Matthew Hodge) District 5 - Carey (Austin Watkins)

48 . **Ethics Ordinance** - Consider adoption of the Ethics Ordinance as presented. (Bob McMillan)

Legislative Update

49 . Staff to update Board on the legislative activities. (Sabrina O'Bryan)

- **Chairman's Report**
- **District Commissioner's Report**
- **Committee Report**
- **County Manager's Report**
- **County Attorney'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.

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Resolution No. -2008_____

R E S O L U T I O N

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 25TH DAY OF MARCH, A.D., 2008.

WHEREAS, there is always a need for availability of a religious program in the John E. Polk Correctional Facility; and

WHEREAS, such a program contributes greatly both to the tranquility of jail inmates and perhaps to their future lives; and

WHEREAS, the Good News Jail and Prison Ministries and the churches of Seminole County have made possible the continued presence of a Jail Chaplaincy and its continuous commitment to assistance of jail inmates needing help; and

NOW, THEREFORE, BE IT RESOLVED, that we, the members of the Board of County Commissioners of Seminole County, Florida, in grateful appreciation of services on behalf of the community, do hereby proclaim the week of March 23rd through March 29th, 2008, as

"John E. Polk Correctional Facility Jail Chaplain Appreciation Week"

BE IT FURTHER RESOLVED, that we urge the citizens of Seminole County who desire to do so, whenever possible, to participate in the support of this Jail Chaplaincy.

BE IT FURTHER RESOLVED, that this Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court of Seminole County, Florida, and that this Resolution be presented to the representative of the Good News Jail and Prison Ministries.

ADOPTED this 25th day of March, A.D. 2008.

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ATTEST:

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

Resolution No. 2008-R-_____

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 25th DAY OF MARCH, AD., 2008.

WHEREAS, the week of March 24 – March 30, 2008 has been designated as National Community Development Week, and Seminole County, Florida is a participant in the Community Development Block Grant (CDBG) program which funds a variety of programs in this community; and

WHEREAS, Seminole County has invested $51,405,502 of CDBG funds into improving the quality of life for low and moderate income residents throughout the County since the program's inception in 1985; and

WHEREAS, the Board of County Commissioners recognizes that the CDBG program is a partnership of Federal, State, and local government, business, non-profit and community efforts, and that the vital services funded by the CDBG program, administered by the Community Development Office and often delivered by local non-profit organizations, relies heavily on the dedication of good will to realize our combined efforts; and

WHEREAS, during National Community Development Week 2008, Seminole County gives special thanks and recognition to all participants whose hard work and devotion to neighborhoods and their low and moderate income residents, help insure the high quality and effectiveness of the CDBG program:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida that this Resolution designate March 24 - March 30, 2008 as National Community Development Week and that this Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court in and for the County of Seminole.

ADOPTED this 25th day of March, 2008.

ATTEST:

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

Resolution No. 2008-R ___

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 25th DAY OF MARCH, A.D., 2008.

WHEREAS, the 13th Annual Children's Week "Celebrating Parents and Children" will take place in Tallahassee March 30, 2008 to April 6, 2008, bringing thousands of parents, children, professionals, community leaders and concerned citizens together to share valuable knowledge and information about children's issues across the state and in our Capitol city; and

WHEREAS, the purpose of Children's Week is to create a shared vision of the State of Florida's commitment to its children and families and to engage a long-term process to develop and implement strategies for moving that shared vision forward; and encourage Children's Week activities to occur locally in all of Florida's counties to strengthen and enrich our families and our communities; and

WHEREAS, Children's Week has teamed up with Community Based Care of Seminole, The Association of Early Learning Coalitions, the Florida Department of Health's Step Up, Florida! program, Prevent Child Abuse Florida's *Winds of Change* campaign, and dozens of leading statewide non-profit organizations to expand the network of community involvement and advocacy on a wide array of children and family issues at the local level; and

WHEREAS, Community Based Care of Seminole is part of a larger statewide privatization initiative intended to better serve abused and neglected children in our communities, and it is the mission of CBC of Seminole that all families in Seminole County are able to safely care for their children by engaging, protecting and inspiring every child, every day; and

WHEREAS, The Early Learning Coalition of Seminole, is one of 31 Early Learning Coalitions in the State of Florida legislatively mandated to manage and oversee state and federal funded early education and care programs in Seminole County so that children will have the optimum health, education and care they need to promote early learning to become successful in school and in life; and

WHEREAS, Step Up, Florida! is an annual statewide health initiative developed by the Florida Department of Health that promotes the importance of daily physical activity and highlights the variety of physical activity opportunities available for all Florida residents by hosting local events throughout the month of February. Step Up, Florida! activities are coordinated by the local Chronic Disease Health Promotion and Education Coordinators (CDHPEC's) in all 67 counties; and

WHEREAS, in recognition of Child Abuse Prevention Month, Prevent Child Abuse Florida, in partnership with the Ounce of Prevention Fund and the Florida Department of Children and Families, is launching a statewide public awareness and education campaign during April 2008 with the campaign theme *Wind's of Change – Turning Choices Into Change*, symbolized by the pinwheel, representing this shift or wind of change; and

WHEREAS, multiple local and statewide non-profit organizations representing many different children's issues are participating in the celebration of Children's Week in each county, providing a holistic approach to the well-being of children and encompassing all issues which impact Florida's Children and Families;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County, Florida, hereby proclaims March 30 – April 6, 2008 as **CHILDREN'S WEEK IN SEMINOLE COUNTY** and April 6, 2008 as **PARENTS AND CHILDREN'S DAY IN SEMINOLE COUNTY.** Originally established as "Children's Day" in 1988, the 2002 Florida Legislature renamed this official, statewide Florida holiday as "Parents and Children's Day" to more fully reflect support of the most important institution in Florida - - *the family*.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Seminole County, Florida, that this Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court in and for the County of Seminole.

ADOPTED, this 25th day March, A.D. 2008.

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ATTEST:

_____	_____
Maryanne Morse, Clerk to the Board Of County Commissioners in and for The County of Seminole, Florida	Brenda Carey, Chairman Board of County Commissioners Date: _____

Resolution No. 2008-R _____

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 25TH DAY OF MARCH, 2008, A.D.

WHEREAS, Seminole County Government provides a variety of essential public services to more than 425,000 citizens; and

WHEREAS, Seminole County Government takes seriously its responsibility to protect and enhance the health, welfare and safety of all its citizens, including its youngest, in sensible and cost-effective ways; and

WHEREAS, many county government services directly touch the lives of children and families; and

WHEREAS, child abuse is the leading cause of death for children under 4 years of age; and

WHEREAS, more than 500,000 children are in foster care, removed from their families, as a result of suspected abuse or neglect; and

WHEREAS, approximately 4,000 reports of child abuse are reported annually in Seminole County; and

WHEREAS, one in five girls and one in 10 boys will be sexually victimized before adulthood.

NOW, THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Seminole County, Florida joins with County Governments all across the nation to celebrate National County Government Week in recognition of the leadership, innovation and valuable service provided by the nation's counties, especially in the protection and welfare of children.

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby proclaims the week of April 6 - 12, 2008 as:

National County Government Week
in Seminole County
"Protecting Our Children"

ADOPTED this 25th day of March, 2008, A.D.

ATTEST:

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

RESOLUTION NO. _____

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF MARCH 25, 2008.

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and Seminole County Board of County Commissioners are working together to increase awareness about the importance of water conservation; and

WHEREAS, Seminole County and the State of Florida have designated April as:

Florida's Water Conservation Month

typically a dry month when water demands are most acute to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, Seminole County has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

NOW, THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Seminole County, Florida do hereby proclaim the month of April as Water Conservation Month.

NOW, THEREFORE BE IT FURTHER RESOLVED, that Seminole County, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

ADOPTED this 25th day of March, 2008 A.D.

ATTEST:

_____
Maryanne Morse, Clerk to the
Board of County Commissioners
of Seminole County, Florida

By: _____
Brenda Carey, Chairman
Board of County Commissioners

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Professional Services: PS-2825-07/BHJ - Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements - Rangeline Road to CR 427

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** David Santiago **EXT:** 7106

MOTION/RECOMMENDATION:
Approve ranking list and authorize staff to negotiate rates for PS-2825-07/BHJ - Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements - Rangeline Road to CR 427 with Horizon Engineering Group, Orlando, Florida (Estimated Usage Amount of $600,000.00 over the term of the Agreement).

County-wide Ray Hooper

BACKGROUND:

PS-2825-07/BHJ will provide Preliminary & Final Design Services for the addition of auxiliary lanes to improve the operations of the intersections of SR 434 and Florida Central Parkway and SR 434 and CR 427 (Ronald Reagan Blvd.). These improvements may include, but are not limited to, roadway design, drainage design, utility coordination, signing and marking, signalization design, survey and right-of-way mapping. The project approach will provide for three phases in the Scope of Services, Preliminary Engineering, Final Design & Environmental Permitting, and Post Design Services.

The project was publicly advertised and the County received nineteen (19) submittals (listed alphabetically:

- Balmoral Group, Inc.
- Calvin, Giordano & Associates, Inc.
- Comprehensive Engineering Services, Inc.
- Consul-Tech Transportation, Inc.
- C3TS, PA
- CPH Engineers, Inc.
- DRMP, Inc.
- Eisman & Russo, Inc.
- GAI Consultants, Inc.
- Horizon Engineering Group, Inc.
- Infrastructure Engineering, Inc.
- Johnson, Mirmiran & Thompson (JMT)
- Keith & Schnars, Inc.
- Metric Engineering, Inc.
- Miller Legg
- Moffatt & Nichol
- Pegasus Engineering, LLC

• Volkert & Associates, Inc.
• WBQ Design & Engineering, Inc.

The Evaluation Committee, which consisted of Brett Blackadar, Principal Engineer, Public Works - Engineering; Jerry McCollum, County Engineer, Public Works; and Shad Smith, Principal Engineer, Public Works - Engineering; evaluated the submittals and agreed to shortlist four (4) firms. The Evaluation Committee interviewed these firms giving consideration to the following criteria:

• Project Approach/Understanding of the Project
• Qualifications of the Proposed Team
• Similar Work Experience
• Innovation/Cost Saving Ideas

The attached backup documentation includes the Bid Tabulation, the Presentation Summary & Scoring Sheets, the Evaluation Summary Sheet and the Project Scope. The Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate rates with the top ranked firm in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA):

1. C3TS
2. Horizon Engineering Group
3. JMT
4. Moffatt & Nichol

STAFF RECOMMENDATION:

Staff recommends that the Board approve ranking list and authorize staff to negotiate rates for PS-2825-07/BHJ - Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements - Rangeline Road to CR 427 with Horizon Engineering Group, Orlando, Florida (Estimated Usage Amount of $600,000.00 over the term of the Agreement).

ATTACHMENTS:

1. PS-2825-07 BHJ Backup Documentation

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

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

PS NUMBER: PS-2825-07/BHJ

PS TITLE : SR 434 Intersection Improvements Preliminary Engineering and Final Design Services

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. PS DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER PS DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

DATE: December 19, 2007 TIME: 2:00 P.M.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
Balmoral Group 341 North Maitland Ave, Ste 100 Maitland, FL 32751 Gregory S. Seidel, P.E. (407) 629-2185 – Phone (407) 629-2183 - Fax	Calvin, Giordano & Associates, Inc. 390 N. Orange Ave., Ste 2600 Orlando, FL 32801 John Downes, P.E. (407) 423-0523 – Phone (407) 926-7761 – Fax	Comprehensive Engineering Services 201 S. Orange Ave, Ste 100 Orlando, FL 32801 Christopher A. Simoneaux, P.E. (407) 432-1600 – Phone (407) 423-9614 - Fax	Consul-Tech Transportation, Inc. 2828 Edgewater Drive Orlando, FL 32804 Philip Hursh, P.E. (407) 649-8334 – Phone (407) 649-8190 – Fax
RESPONSE -5-	**RESPONSE -6-**	**RESPONSE -7-**	**RESPONSE -8-**
Corzo Castella Carballo Thompson Salmann, PA 11315 Corporate Blvd, Ste 105 Orlando, FL 32817 Robert T. Carballo, P.E. (407) 823-8966 – Phone (407) 823-8826 - Fax	CPH Engineers, Inc 500 W Fulton St Sanford, FL 32771 David A. Gierach, P.E. (407) 322-6841 – Phone (407) 330-0639 – Fax	DRMP, Inc 941 Lake Baldwin Ln Orlando, FL 32814 Mark D. Prochak, P.E. (407) 896-0594 – Phone (407) 896-4836 – Fax	Eisman & Russo, Inc 3361 Rouse Rd., Ste 125 Orlando, FL 32817 Antonio J. Mahfoud, P.E. (407) 382-7774 – Phone (407) 382-7723 - Fax
RESPONSE -9-	**RESPONSE -10-**	**RESPONSE -11-**	**RESPONSE -12-**
GAI Consultants, Inc. 618 E. South St. Orlando, FL 32801 Richard A. Cima, P.E. (407) 423-8398 – Phone (407) 843-1070 – Fax	Horizon Engineering Group, Inc. 2500 Maitland Center Pkwy, Ste 300 Maitland, FL 32751 Scott P. Seck (407) 644-7755 – Phone (407) 644-7855 - Fax	Infrastructure Engineering, Inc. 2121 Old Hickory Tree Road St. Cloud, FL 34772 Gregory Peschong, P.E. (407) 957-1660 – Phone (407) 957-8744 – Fax	Johnson, Mirmiran & Thompson 615 Crescent Executive Court, Ste 106 Lake Mary, FL 32746 Jon Miller (407) 833-9898 – Phone (407) 833-9899 - Fax

RESPONSE -13-	RESPONSE -14-	RESPONSE -15-	RESPONSE -16-
Keith & Schnars, Inc. 6500 North Andrews Ave. Ft. Lauderdale, FL 33309 Mark J. Moshier, P.E. (954) 776-1616 – Phone (954) 771-7690 – Fax	Metric Engineering, Inc. 615 Crescent Executive Court, Ste 524 Lake Mary, FL 32746 C. Brian Fuller, P.E. (407) 644-1898 – Phone (407) 644-1921 - Fax	Miller Legg 631 S. Orlando Ave. #200 Winter Park, FL 32789 Jon Walls, RLA (407) 629-8880 – Phone (407) 629-7883 – Fax	Moffatt & Nichol 1025 Greenwood Blvd, Ste 371 Lake Mary, FL 32746 Rhet L. Schmidt, P.E. (407) 562-2030 – Phone (407) 562-2031 – Fax
RESPONSE -27-	**RESPONSE -18-**	**RESPONSE -19-**	**RESPONSE -**
Pegasus Engineering, LLC 301 W. SR 434, Ste 309 Winter Springs, FL 32708 Fursan Munjed, P.E. (407) 992-9160 – Phone (407) 358-5155 - Fax	Volkert & Associates, Inc. 151 S. Wymore Rd., Ste. 550 Altamonte Springs, FL 32714 Michael A. Osipov, P.E. (407) 682-2045 – Phone (407) 682-7861 – Fax	WBQ Design & Engineering, Inc. 201 N. Magnolia Ave, Ste 200 Orlando, FL 32801 Derek C. Burke, P.E. (407) 839-4300 – Phone (407) 839-1621 – Fax	**BLANK**

Tabulated by David R. Santiago, CPPB – Posted December 26, 2007 (1630)

Short-listing Evaluation Committee Meeting: January 29, 2008 at 3:30.
(Updated: December 27, 2007 at 1520) Wekiva Conference Room, 520 W. Lake Mary Blvd, Sanford, Florida 32773.

Evaluation Criteria:
Approach to Project / Understanding the Project (50%)
Qualification of the Proposed Personnel and Firm (15%)
Similar Project Experience (15%)
Innovative and Cost Saving Ideas (15%)
Location of the Firm (5%)
- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia
- will receive 5 points.
- Firms Located with the state of Florida will receive 2 points.

Short listed Firms:
(Updated: January 31, 2008 at 1330)
Corzo Castella Carballo Thompson Salmann, PA
Horizon Engineering Group
Johnson, Mirmiran & Thompson (JMT)
Moffatt & Nichol

Presentations: February 21, 2008 beginning at 1:30.
Lake Jesup Room, 520 W. Lake Mary Blvd, Sanford, Florida 32773

Scheduled Time:		
	1:30 – 2:00	Corzo Castella Carballo Thompson Salmann, PA
	2:15 – 2:45	Horizon Engineering Group
	3:00 – 3:30	JMT
	3:45 – 4:15	Moffatt & Nichol

Criteria:
Project Approach (60%)
Qualification of the Proposed Team/Similar Work Experience (20%)
Innovation/Cost Saving Ideas (20%)

Presentation Results:
(Updated: February 22, 2008 at 1055)
Horizon Engineering Group
C3TS
JMT
Moffatt & Nichol

Board of County Commissioners Agenda Date - Request to Approve Ranking and to Negotiate: March 25, 2008 at 0930

Board of County Commissioners Agenda Date – Award: TBD

PRESENTATION RANKINGS - PS-2825-07/BJH
Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements - Rangeline Rd to CR 427

	B. Blackadar	J. McCollum	S. Smith	TOTAL POINTS	RANKING
C3TS	2	2	2	6	
Horizon Engineering Group	1	1	1	3	
JMT	4	3	4	11	
Moffatt & Nichol	3	4	3	10	

The Evaluation Committee agrees to the following ranking:

Horizon Engineering Group
C3TS
Moffatt & Nichol
JMT

Brett Blackadar

Shad Smith

Jerry McCollum

PS-2825-07/BHJ – Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements – Rangeline Road to CR 427

SUBMITTAL COMPANY NAME: **C3TS**

QUALIFICATION COMMITTEE MEMBER: **Shad Smith**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: *(60)*

KFC issue, Historical Mart Area, Talked to Longwood, Variation issues, ORM Co Commutor Rail
Shared Path on North Side ↳ .2% Gutter Grade
Alignment options, Detailed discussion on ROW
Drainage analysis - Pond & well work, Permit exemption but Notice General
TTC plan covered, pedestrians needed to maintain.
Public Involvement. Multiple typical options.
Preliminary Study part don't think fully understood our intent
Did not talk about mapping scope

Score 56
(0-60)

Qualifications of Proposed Team/Similar Work Experience: *(20)*

Outstanding team. With excellent similar project experience. Local office

Score 19
(0-20)

Innovation/Cost Savings Ideas: *(20)*

Use Sidewalk easements in front of hospital, Possibly No Rt turns on Ctrl. Flo Pkwy due to Cos. 22' median width for Approach to 427. FDOT SR Separate intersection projects - 18 Mo for Ctrl Fl Pkwy.
Maintain exist Curb on South Side.

Score 18
(0-20)

Ranking 2 *Total Score (0-100)* 93

PS-2825-07/BHJ – Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements – Rangeline Road to CR 427

SUBMITTAL COMPANY NAME: **Horizon Engineering Group**

QUALIFICATION COMMITTEE MEMBER: **Shad Smith**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: *(60)*

Mention project schedule. Good discussion of survey needs and what is available. Propose shift Firestone is contaminated. Transition 14' lanes with adjacent Road 2' wide. Discussion of pavt. Design. New RR trossing. Impacts to North on hospital. At 427 impacts on South & North LOS can be E for CFPlus for Rt but Recommend Rt Turn. Signal Details, covered Mastarm needed. Showed slopes to Ponds. Do not anticipate turn lanes Showed estimate const. Could break out project. Did not show other Alternatives.

Score 58 *(0-60)*

Qualifications of Proposed Team/Similar Work Experience: *(20)*

Outstanding team. Lots of Seminole Co. experience. Experienced PM with county. Excellent Surveyor, traffic, Geotech.

Score 19 *(0-20)*

Innovation/Cost Savings Ideas: *(20)*

Save money Survey Commuter Rail Survey. 2' traffic Separator Eliminate split phase timing. Modified pavt. Design Minimize RW acquisition, 10' lanes at 427 4' offset Inverted Rt turn slope. Begin and shifts at property lines.

Score 17 *(0-20)*

Ranking 1 *Total Score (0-100)* 94

PS-2825-07/BHJ – Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements – Rangeline Road to CR 427

SUBMITTAL COMPANY NAME: JMT

QUALIFICATION COMMITTEE MEMBER: Shad Smith

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: *(60)*

Covered Scope well of Prelim Eng to Design Plan & Recommend M+R from CR 427 to 427, 50' Rad'l. Proposed split of RW at 427. Has a lane shift. Excellent detail on board & typical. Signal discussion & traffic ops Discussion.
ROW Discussion - impacts & understanding of ROW exist. ORMC talked to, Brief discussion of Drainage.
Schedule discussion. Did not coord. with Longwood well, Did not list Variations & exceptions, Power Point Plans. Said LAP Project it is not.

Score 52
(0-60)

Qualifications of Proposed Team/Similar Work Experience: *(20)*

Excellent team. No county experience by firm but PM has experience. Lochrane survey mapping & util coord. Lab experience mentioned. Lochrane - CSX surveyor.

Score 19
(0-20)

Innovation/Cost Savings Ideas: *(20)*

Protect Sign at CR Pkwy. Reduce R/W. Used turn lane lengths to thinke thru R/W. Easements, & cost to cure. Multiple soln listed Intersection offsets. M+R thru segments.
2.8 million Cost Est. No ROW estimate

Score 15
(0-20)

Ranking 4

Total Score (0-100) 86

PS-2825-07/BHJ – Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements – Rangeline Road to CR 427

SUBMITTAL COMPANY NAME: **Moffatt & Nichol**

QUALIFICATION COMMITTEE MEMBER: **Shad Smith**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: *(60)*

SAID a LAP project (not a liaison). Covered Parts of scopewell. Shift Alignment to north so not in part. 16' Dedicated strip on KFC. Utility Concern. 427 do center widening with more to north. @ 427 move Gate on North but not on S. Drainage discussion of basins – Pointed out permit issues – SJRWMD – Hit control structure, Concern w/ existing System. Good ROW discussion } excellent. Let Surveyor talk + discussed of advancing schedule. Mentioned lighting 22 mo. Schedule No estimate for ROW or Const. Good presentation but could have more detail.

Score 55 *(0-60)*

Qualifications of Proposed Team/Similar Work Experience: *(20)*

Excellent Team. PM Limited Seminole co. experience. Outstanding surveyor + Geotech. Had Ed Bartfield on team. GMB on team, Office is very close.

Score 19 *(0-20)*

Innovation/Cost Savings Ideas: *(20)*

Relocate Sign on CR 427 for left. Eliminate EB Rt turn lane. Propose 11' lane. Innovative cost savings. County owned property @ 427 can use Gravity wall on Pond. Use Rail Survey.

Score 15 *(0-20)*

Ranking 3 ***Total Score (0-100)*** 89

PS-2825-07/BHJ – Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements – Rangeline Road to CR 427

SUBMITTAL COMPANY NAME: C3TS

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: *(60)*

Good discussion of R/C. Good longwood discussion - most angles. Landscaping note. Great commuter rail + hospital discussion. Very good traffic/queue analysis. Very good R/W impacts analysis. Very detailed analysis. Very good drainage analysis + permitting discussion. Very detailed utility discussion. Coord. w/ FDOT on commuter rail mission. No construction cost analysis. No pavement analysis.

Score 54 *(0-60)*

Qualifications of Proposed Team/Similar Work Experience: *(20)*

Row mapping sub has lots of FDOT experience. Firm has a good track record w/ FDOT District 5. They have D5 standards experience but no Sem Cty experience. Some of proposed staff is not local

Score 17 *(0-20)*

Innovation/Cost Savings Ideas: *(20)*

Separate into 2 projects. Use Shared Path. Maintain curb line on south side. Propose no R/W if we drop FB RT lane @ FL Central Pkwy + [illegible] Reduce RT lane queue / lane impacts. Look @ SR criteria for 11' lane lanes. Bridge shared use path. Use existing ponds. Provide real MOT, lots of grouting jobs. Sidewalk easement for hospital to help FAR for hospital.

Score 18 *(0-20)*

Ranking 2 *Total Score (0-100)* 89

PS-2825-07/BHJ – Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements – Rangeline Road to CR 427

SUBMITTAL COMPANY NAME: **Horizon Engineering Group**

QUALIFICATION COMMITTEE MEMBER: **Brett Blackadar**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: ***(60)***

Very good intersection analysis. Good discussion of contam. sites. Very good typical sections. Very good ROW analysis. Very good pavement discussion. Very good traffic operations and signing analysis. Very good drainage analysis. Anticipate SIPWMP exemption. Very good construction cost analysis. Very good design avoidance. Very good graphics + presentation. Use 487 ROW for enhancement for Longwood. They have already been using real survey.

Score 56 ***(0-60)***

Qualifications of Proposed Team/Similar Work Experience: ***(20)***

Very good S+M sub w/ lots of DS experience. They have done a good job w/ several County jobs in the past. Lots of DS experience. Use BSA for QA/QC.

Score 18 ***(0-20)***

Innovation/Cost Savings Ideas: ***(20)*** Use 487 County remnant property. Use community rail + access mgmt surveys to save money. D' lanes on FL Central for transits. No ROW impacts to contam site. Use U turn lanes to save ROW. Use black base for better MOT. Widen only to north @ FL Central Phase. Implement only Walgreens + not CVS. Auto @ exclusive dual lefts on FL Central to elim split phase. Can salvage 1 of 4 mast arms. Put in gravity wall @ hospital.

Score 19 ***(0-20)***

Ranking 1 ***Total Score (0-100)*** 93

PS-2825-07/BHJ – Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements – Rangeline Road to CR 427

SUBMITTAL COMPANY NAME: JMT

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: *(60)*

Didn't like to use the presenter their board - hard for us to see right side. Powerpoint graphics were very basic. Said it was a LAP project but it is not. Fairly general overview. Very good analysis of intersections. Good emergency room discussion. Good RW analysis. Good coordination w/ hospital. Limited drainage discussion. No pavement analysis. Limited innovative/cost saving ideas. Schedule seems tight for FDOT approval

Score 48
(0-60)

Qualifications of Proposed Team/Similar Work Experience: *(20)*

Team has DS experience but has not worked in Seminole County. Proposed Sub has good DS experience. Proposed PM has worked on Sem Cty projects

Score 17
(0-20)

Innovation/Cost Savings Ideas: *(20)*

Submit 30% plans w/PE report. Don't carry 50' right of way that left than that. Excess green is wasted. Use intersection offsets. Limited cost savings/innovative ideas.

Score 13
(0-20)

Ranking 4 *Total Score (0-100)* 78

PS-2825-07/BHJ – Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements – Rangeline Road to CR 427

SUBMITTAL COMPANY NAME: **Moffatt & Nichol**

QUALIFICATION COMMITTEE MEMBER: **Brett Blackadar**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: *(60)*

Managing Presentation handout was roughly done. Powerpoint on Scoping looked good. Very good KFC comments. Very good intersection analysis. Intersection graphics were hard to read. Discussed interaction of dual lefts w/ RR crossing w/ DS traffic operations. Very good drainage conclusions. Very good scoping + mapping discussion. Did not have typical sections. Good comment on emergency hospital coordination. Good contamination comments. Proposed realistic 24 month schedule.

Score 53
(0-60)

Qualifications of Proposed Team/Similar Work Experience: *(20)*

Team has DS experience. S+M sub has good DS experience. They do not have County experience. Good R/W sub. Similar experience @ 434 Alternative.

Score 17
(0-20)

Innovation/Cost Savings Ideas: *(20)*

Shifts north only for PL Central intersection. Eliminate EB right turn lane @ PL Central Plaza. Minimize EB right turn lane @ 427 to reduce ROW impacts. Good coordination w/ BCC to replace impacted Walgreens sign. Utilize easements to reduce ROW impacts. Use gravity wall at pond. Reduce railroad impacts.

Score 16
(0-20)

Ranking 3

Total Score (0-100) 85

PS-2825-07/BHJ – Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements – Rangeline Road to CR 427

SUBMITTAL COMPANY NAME: C3TS

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: *(60)*

May not need Rt @ Hospital. Key issues Review. Cathy-KFC issues / Mast arms / BKwy Ped / Landscape. Commuter Rail. ORMC (SW easements). Various Typicals (17.5 - 27.5) 27.5 ft. impacts - 21 parcels (Gravity wall set. ROW Details on various area. Drainage - Pond #4 OK - Gutter Spread Utilities / MOT / Public Involvement

80

Very good - Detailed in many areas

Score 48.0 *(0-60)*

Qualifications of Proposed Team/Similar Work Experience: *(20)*

Good Team / Good Similar (2 projects shown)

75

Score 15.0 *(0-20)*

Innovation/Cost Savings Ideas: *(20)*

Several areas discussed

76

Good (+)

Score 15.2 *(0-20)*

Ranking 2

Total Score (0-100) 78.2

Questions - Median Width, & Eminent Domain Ordinance

February 21, 2008

PS-2825-07/BHJ – Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements – Rangeline Road to CR 427

SUBMITTAL COMPANY NAME: **Horizon Engineering Group**

QUALIFICATION COMMITTEE MEMBER: **Jerry McCollum**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Public Involv. QA/QC Program

Project Approach: Showed schedule. Detailed (60) should get SFWMD-exemption. Utilities discussed

Design year 2015. Save money FDOT survey. Hold south shift north. / 11' lanes / 14 outside. No bike lanes. 12' lanes at Hospital. Very good detail on Pavement design. Commuter rail MOT / Also emerg. for Hospital. 6 Parcel, impact @ CR427 eliminate Rt. lanes, none at Hospital. Maybe save some of the most areas. Drainage 9 inlets impacted. Very detailed on drainage

How many total parcels

82

Very good (+) – Very detailed in critical areas

Score 49.2 (0-60)

Qualifications of Proposed Team/Similar Work Experience: (20)

Cohesive exp. staff / Numerous projects shown.

77

Good (++)

Score 15.4 (0-20)

Innovation/Cost Savings Ideas: (20)

Save money FDOT survey. Various ideas covered

76

Good (+)

Score 15.2 (0-20)

Ranking 1 RTOR Pol.

Total Score (0-100) 79.8

PS-2825-07/BHJ – Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements – Rangeline Road to CR 427

SUBMITTAL COMPANY NAME: JMT

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: *(60)*

Overall general approach. Need ROW Not S
Good detailed discussion on Map
board of corridor. Detailed on
Theses and S Lanes. Model all appropriate
lengths. Discussions on ROW taking and curves
Little general on drainage. Mentioned PIP
Mentioned utilities.
Good (++) - Very detailed on traffic / alignment / ROW
Little general in other areas (drainage etc.)

78

Score 46.8
(0-60)

Qualifications of Proposed Team/Similar Work Experience: *(20)*

Very exp. team esp. FDOT / Several
project shown

78

Good (+++)

Score 15.6
(0-20)

Innovation/Cost Savings Ideas: *(20)*

ROW only in general and some
traffic.

75

Good

Score 15.0
(0-20)

Ranking 3

Total Score (0-100) 77.4

PS-2825-07/BHJ – Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements – Rangeline Road to CR 427

SUBMITTAL COMPANY NAME: **Moffatt & Nichol**

QUALIFICATION COMMITTEE MEMBER: **Jerry McCollum**

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: ***(60)***

Hosp. Access

Coordination. All ROW to north. Eliminate Rt. lane. Limited ROW at CR427 (lot of utilities in intersection). Use 11' lanes at CR427. Very good discussion @ SR434/CR427. Drainage good ROW discussion. Lighting. MOT Env. issues Utility very brief. Addressed barber areas generally. Covered some areas in detail. Other 1. the ground Good (++) 77

Score 46.2 ***(0-60)***

Qualifications of Proposed Team/Similar Work Experience: ***(20)***

Good solid team / Several projects detailed 77

Good (++)

Score 15.4 ***(0-20)***

Innovation/Cost Savings Ideas: ***(20)***

Minimize ROW taking. Also use RR survey. 76

Good (+)

Score 15.2 ***(0-20)***

Ranking 4 Quest. B. Kelemen 19+ now and will maintain

Total Score (0-100) 76.8

February 21, 2008

EVALUATION RANKINGS

PS-2825-07/BHJ - SR 434 Intersection Improvements - Rangeline Rd to CR 427

DATE 1/29/2008 TIME 3:30 P.M

	B. Blackadar	J. McCollum	S. Smith	Total	Ranking
Balmoral Group	13	15	12	40	**14**
Calvin, Giordano & Associates	18	7	19	44	**18**
Comprehensive Engineering Services	11	11	9	31	**10**
Consul-Tech Transportation, Inc.	8	8	15	31	**10**
Corzo Castella Carballo	2	9	4	15	**4**
CPH Engineers	16	6	18	40	**14**
DRMP, Inc.	12	18	5	35	**12**
Eisman & Russo	9	5	7	21	**5**
GAI Consultans	6	17	3	26	**6**
Horizon Engineering Group	3	2	2	7	**2**
Infrastructure Engineering	10	4	13	27	**7**
Johnson, Mirmiran & Thompson	1	1	1	3	**1**
Keith & Schnars	17	10	11	38	**13**
Metric Engineering	4	13	10	27	**7**
Miller Legg	15	12	16	43	**16**
Moffatt & Nichol	5	3	6	14	**3**
Pegasus Engineering	7	14	8	29	**9**
Volkert & Associates, Inc.	19	19	17	55	**19**
WBQ Design & Engineering	14	15	14	43	**16**

The Evaluation Committee agrees to shortlist the following Firms:

1. Johson, Mirmiran & Thompson
2. Horizon Engineering Group
3. Moffatt & Nichol
4. Corzo, Castella and Carballo

Brett Blackadar

Jerry McCollum

Shad Smith

EXHIBIT A-1

DRAFT SCOPE OF SERVICES
PHASE I – PRELIMINARY ENGINEERING

County Project Number: ***PS-2825-07/BHJ***
County CIP Number: ***00205304***
Financial Project ID: ***240233-4***
Description: ***SR 434 from Rangeline Rd to CR 427 in Seminole County***

EXHIBIT A-2

1 PURPOSE 1

2 PRELIMINARY ENGINEERING ANALYSIS 1

2.1 Project Description 2
2.2 Review/Update of PD&E Study 2
2.3 Roadway Alignment Analysis 2
2.4 Preliminary Roadway Design Analysis 2
2.5 Preliminary Stormwater Design Analysis 2
2.6 Costs Estimates 2
2.7 Conceptual Drawings 2
2.8 Preliminary Engineering Report 2
2.9 Project Schedule 3
2.10 Submittals 3

3 SURVEY 3

3.1 Horizontal Project Network Control (HPNC) 3
3.2 Vertical Project Network Control (VPNC) 3
3.3 Alignment and/or Existing Right of Way Lines 3
3.4 Aerial Targets 4
3.5 Reference Points 4
3.6 Digital Terrain Model DTM/3D 4
3.7 Topography (2D) 4
3.8 Roadway Cross Sections/Profiles 4
3.9 Side Street Surveys 4
3.10 Underground Utilities 4
3.11 Outfall Survey 4
3.12 Drainage Survey 4
3.13 Bridge Survey (Minor/Major) 4
3.14 Channel Survey 5
3.15 Pond Site Survey 5
3.16 Mitigation Survey 5
3.17 Jurisdiction Line Survey 5
3.18 Geotechnical Support 5
3.19 Sectional/Grant Survey 5
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DRAFT SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
PRELIMINARY ENGINEERING

This Exhibit forms an integral part of the agreement between the Seminole County Board of County Commissioners (hereinafter referred to as the COUNTY) and XXXX (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

County Project Number:	***PS-2825-07/BHJ***
County CIP Number:	***00205304***
Financial Project ID:	***240233-4***
Description:	***SR 434 from Rangeline Rd to CR 427 in Seminole County***

1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the COUNTY in connection with preliminary engineering analysis, for:

- Roadway improvements to the transportation facility described herein

The general objective is for the CONSULTANT to prepare a preliminary engineering analysis report for the proposed improvements. The CONSULTANT is also responsible for full Right of Way Mapping for the proposed improvements.

The Scope of Services establishes which items of work described in the Plan Preparation Manual(s) published by the Florida Department of Transportation (hereinafter referred to as the DEPARTMENT) and other pertinent manuals to accomplish the work are specifically included in this contract, and also which of the items of work will be the responsibility of the CONSULTANT or the COUNTY.

All plans and design documents are to be prepared with standard English values in accordance with all applicable COUNTY and DEPARTMENT Manuals and guidelines.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original recommendation may be required. The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the COUNTY and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance to COUNTY procedures. It shall be the CONSULTANT's responsibility to utilize the very best engineering judgment, practices and principles possible during the prosecution of the work commissioned under this contract.

The COUNTY will provide contract administration and management services. Both the COUNTY and the DEPARTMENT will provide technical reviews of all work associated with the development and preparation of the contract plans. The COUNTY will provide job specific information and/or functions as outlined in this contract.

2 PRELIMINARY ENGINEERING ANALYSIS

The following descriptions provide a non-exclusive summary of the specific tasks within this Scope-of-Services and are the minimum criteria for project performance and execution. The COUNTY will issue work orders on an as needed basis. The CONSULTANT is responsible to provide the following required professional services as requested:

2.1 Project Description

Scope: Add auxiliary lanes to improve the operations of the intersections of SR 434 and Florida Central Parkway and SR 434 and CR 427 (Ronald Reagan Blvd).

SR 434 and Florida Central Parkway – Add an additional Westbound left turn lane, Eastbound right turn lane and northbound left turn lane.

SR 434 and CR 427 (Ronald Reagan Blvd) – Add additional Eastbound and Westbound left turn lanes and Eastbound and Westbound right turn lanes.

Limits: SR 434 from Rangeline Rd to CR 427 in Seminole County

Variations/Exceptions: None anticipated. If needed, the proper application letters will be developed.

2.2 Review/Update of PD&E Study

The CONSULTANT shall review the existing PD&E study for this corridor and will review the conditions and conclusions from that study. The CONSULTANT will work with the DEPARTMENT to perform any required updates to the PD&E.

2.3 Roadway Alignment Analysis

The CONSULTANT shall perform a roadway alignment analysis to determine the most effective design of the proposed improvements that will result in the most cost effective right-of-way acquisition.

2.4 Preliminary Roadway Design Analysis

The CONSULTANT shall provide a preliminary roadway design analysis to determine any potential design issues related to the proposed improvements.

2.5 Preliminary Stormwater Design Analysis

The CONSULTANT shall review the pond siting report from the PD&E study and shall determine the potential Stormwater design and permitting issues related to the proposed improvements. The CONSULTANT shall have a pre-application meeting with SJRWMD to discuss the proposed permitting requirements.

2.6 Costs Estimates

The CONSULTANT shall prepare preliminary costs estimates for both right-of-way acquisition and construction costs.

2.7 Conceptual Drawings

The CONSULTANT will prepare conceptual drawings of the proposed improvements that will be shown on aerial photography.

2.8 Preliminary Engineering Report

The CONSULTANT will prepare a Preliminary Engineering report to summarize the findings of the Preliminary Engineering analysis. It will document the roadway analysis, Stormwater analysis and will include the cost estimates and conceptual drawings.

2.9 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for COUNTY and CONSULTANT activities required to meet the current COUNTY Production Date. The schedule shall not exceed one hundred and eighty days (180) to produce the Preliminary Engineering Report. The schedule for Right of Way Mapping shall not exceed two years.

2.10 Submittals

The CONSULTANT shall provide copies of the required plans and documents as listed below. Two (2) CD's containing the submittals in Adobe Acrobat electronic format should be provided for each submittal :

- Draft Preliminary Engineering Report . . . . . .……2
- Final Preliminary Engineering Report. . . . .……. 5

3 SURVEY

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The CONSULTANT shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the DEPARTMENT. Field books submitted to the DEPARTMENT must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The DEPARTMENT may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The DEPARTMENT may instead require that these points be surveyed by true line, traverse or parallel offset.

3.1 Horizontal Project Network Control (HPNC)

Establish or recover HPNC, for the purpose of establishing horizontal control on the Florida State Plane Coordinate System or datum approved by the District Location Surveyor (DLS); may include primary or secondary control points. Includes analysis and processing of all field collected data, and preparation of forms**.**

3.2 Vertical Project Network Control (VPNC)

Establish or recover VPNC, for the purpose of establishing vertical control on datum approved by the District Location Surveyor (DLS).; may include primary or secondary vertical control points. Includes analysis and processing of all field collected data, and preparation of forms.

3.3 Alignment and/or Existing Right of Way Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per DEPARTMENT R/W Maps, platted or dedicated rights of way.

3.4 Aerial Targets

Place, locate, and maintain required aerial targets and/or photo identifiable points. Includes analysis and processing of all field collected data, existing maps, and/or reports.

3.5 Reference Points

Reference HPNC points, project alignment, vertical control points, section, ¼ section, center of section corners and G.L.O. corners as required.

3.6 Digital Terrain Model DTM/3D

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

3.7 Topography (2D)

Locate all above ground features and improvements. Deliver in appropriate electronic format. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

3.8 Roadway Cross Sections/Profiles

Perform field survey check sections or profiles to verify the required accuracy of the digital terrain model and/or to determine existing cross slope. Includes analysis and processing of all field-collected data for comparison with DTM.

3.9 Side Street Surveys

Refer to tasks of this document as applicable.

3.10 Underground Utilities

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

3.11 Outfall Survey

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of a D.T.M. Survey with sufficient density of shots. Shoot all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

3.12 Drainage Survey

Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

3.13 Bridge Survey (Minor/Major)

Locate required above ground features and improvements for the limits of the bridge. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

3.14 Channel Survey

Locate all topographic features and improvements for the limits of the project by collecting the required data for the purpose of a D.E.M. Survey with sufficient density of shots. Shoot all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, maps, and/or reports.

3.15 Pond Site Survey

Refer to tasks of this document as applicable.

3.16 Mitigation Survey

Refer to tasks of this document as applicable.

3.17 Jurisdiction Line Survey

Perform field location (2-dimensional) of jurisdiction limits as defined by respective authorities, also includes field edits, analysis and processing of all field collected data, preparation of reports.

3.18 Geotechnical Support

Perform 3-dimensional (X,Y,Z) field location, or stakeout, of boring sites established by geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.

3.19 Sectional/Grant Survey

Perform field location/placement of section corners, 1/4 section corners, and fractional corners where pertinent. Includes analysis and processing of all field-collected data and/or reports.

3.20 Subdivision Location

Survey all existing recorded subdivision/condominium boundaries, tracts, units, phases, blocks, street R/W lines, common areas. Includes analysis and processing of all field collected data and/or reports. If unrecorded subdivision is on file in the public records of the subject county, tie existing monumentation of the beginning and end of unrecorded subdivision.

3.21 Maintained R/W

Perform field location (2-dimensional) of maintained R/W limits as defined by respective authorities, if needed. Also includes field edits, analysis and processing of all field collected data, preparation of reports.

3.22 Boundary Survey

Perform boundary survey as defined by DEPARTMENT standards. Includes analysis and processing of all field-collected data, preparation of reports.

3.23 Water Boundary Survey

Perform Mean High Water, Ordinary High Water and Safe Upland Line surveys as required by DEPARTMENT standards.

3.24 Right of Way Staking / Right of Way Line

Perform field staking and calculations of existing/proposed R/W lines for on-site review purposes.

3.25 Right of Way Monumentation

Set R/W monumentation as depicted on final R/W maps for corridor and water retention areas.

3.26 Line Cutting

Perform all efforts required to clear vegetation from the line of sight.

3.27 Work Zone Safety

Provide work zone as required by DEPARTMENT standards.

3.28 Miscellaneous Surveys

Refer to tasks of this document, as applicable, to perform surveys not described herein.

3.29 Supplemental Surveys

Supplemental survey days and hours are to be approved in advance by DLS. Refer to tasks of this document, as applicable, to perform surveys not described herein.

3.30 Document Research

Perform research of documentation to support field and office efforts involving surveying and mapping.

3.31 Field Review

Perform verification of the field conditions as related to the collected survey data.

3.32 Technical Meetings

Attend meetings as required and negotiated by the Surveying and Mapping Department.

3.33 Quality Control/Quality Assurance

Establish and implement a QAQC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

3.34 Supervision

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida Professional Surveyor.

3.35 Coordination

4 MAPPING

The CONSULTANT will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable DEPARTMENT Manuals, Procedures, Handbooks, and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to DEPARTMENT size and format requirements utilizing DEPARTMENT approved software, and will be designed to provide a high degree of uniformity and maximum readability. The CONSULTANT will submit maps, legal descriptions, quality assurance check prints, checklists, electronic

media files and any other documents as required for this project to the DEPARTMENT for review at stages of completion as negotiated.

Master CADD File

4.1 Alignment

4.2 Section and 1/4 Section Lines

4.3 Subdivisions

4.4 Existing Right of Way

4.5 Topography

4.6 Parent Tract Properties and Existing Easements

4.7 Proposed Right of Way Requirements

The ENGINEER OF RECORD (EOR) will provide the proposed requirements. The PSM is responsible for calculating the final geometry.

4.8 Limits of Construction

The limits of construction DGN file as provided by the EOR will be imported or referenced to the master CADD file. Additional labeling will be added as required. The PSM is required to advise the EOR of any noted discrepancies between the limits of construction line and the existing/proposed right of way lines, and for making adjustments as needed when a resolution is determined.

4.9 Jurisdictional/Agency Lines

These lines may include, but are not limited to, jurisdictional, wetland, water boundaries, and city/county limit lines.

Sheet Files

4.10 Control Survey Cover Sheet

4.11 Control Survey Cover Sheet

4.12 Control Survey Key Sheet

4.13 Control Survey Detail Sheet

4.14 Right of Way Map Cover Sheet

4.15 Right of Way Map Key Sheet

4.16 Right of Way Map Detail Sheet

4.17 Maintenance Map Cover Sheet

4.18 Maintenance Map Key Sheet

4.19 Maintenance Map Detail Sheet

4.20 Reference Point Sheet

This sheet(s) will be included with the Control Survey Map, Right of Way Map and Maintenance Map.

4.21 Project Network Control Sheet

This sheet depicts the baseline, the benchmarks, the primary and secondary control points and their reference points including the type of material used for each point, their XYZ coordinates, scale factors and convergence angles. This sheet(s) may be included with the Control Survey Map, Right of Way Map and Maintenance Map.

4.22 Table of Ownerships Sheet

Miscellaneous Surveys and Sketches

4.23 Parcel Sketches

4.24 TIITF Sketches

4.25 Other Specific Purpose Survey(s)

4.26 Boundary Survey(s) Map

4.27 Right of Way Monumentation Map

4.28 Title Search Map

4.29 Title Search Report

4.30 Legal Descriptions

4.31 Final Map/Plans Comparison

The PSM will perform a comparison of the final right of way maps with the available construction plans to review the correctness of the type of parcel to be acquired and the stations/offsets to the required right of way. The PSM will coordinate with the EOR to resolve any conflicts or discrepancies and provide documentation of the review.

4.32 Field Reviews

4.33 Technical Meetings

4.34 Quality Assurance/Quality Control

4.35 Supervision

4.36 Coordination

4.37 Supplemental Mapping

This task is to cover efforts resulting from major design changes after 60% and 90% map development and may include any number of tasks. The house negotiated under this task may or may not be utilized, at the Department's option, on this project. Request and approval to utilize Supplemental Mapping hours will be in writing.

5 INVOICING LIMITS

Payment for the work accomplished will be in accordance with Method of Compensation of this contract. Invoices shall be submitted to the COUNTY, in a format prescribed by the COUNTY. The COUNTY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.

The CONSULTANT will provide a list of key events and the associated total percentage of work considered to be complete at each event. This list will be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the COUNTY.

EXHIBIT A-2

DRAFT SCOPE OF SERVICES
PHASE II - HIGHWAY FINAL DESIGN & PERMITTING

County Project Number:	***PS-2825-07/BHJ***
County CIP Number:	***00205304***
Financial Project ID:	***240233-4***
Description:	***SR 434 from Rangeline Rd to CR 427 in Seminole County***

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DRAFT SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
HIGHWAY AND BRIDGE FINAL DESIGN & PERMITTING

This Exhibit forms an integral part of the agreement between the Seminole County Board of County Commissioners (hereinafter referred to as the COUNTY) and ???? (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

County Project Number:	***PS-2825-07/BHJ***
County CIP Number:	***00205304***
Financial Project ID:	***240233-4***
Description:	***SR 434 from Rangeline Rd to CR 427 in Seminole County***

1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the COUNTY in connection with the design and preparation of a complete set of construction contract plans and special provisions, if necessary, for:

- Roadway improvements to the transportation facility described herein

The general objective is for the CONSULTANT to prepare a set of plans to be used by the contractor to build the project, and by the COUNTY to ensure the project is built as designed and to specifications. Elements of work shall include roadways, structures, intersections, geotechnical activities, surveys, drainage, signing and pavement markings, signalization, utility relocation, landscaping right-of-way maps and legal descriptions, maintenance of traffic, cost estimates, environmental permits, environmental mitigation plans, quantity computation books, and all necessary incidental items for a complete project.

The Scope of Services establishes which items of work described in the Plan Preparation Manual(s) published by the Florida Department of Transportation (hereinafter referred to as the DEPARTMENT) and other pertinent manuals to accomplish the work are specifically included in this contract, and also which of the items of work will be the responsibility of the CONSULTANT or the COUNTY.

All plans and design documents are to be prepared with standard English values in accordance with all applicable COUNTY and DEPARTMENT Manuals and guidelines.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original recommendation may be required. The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the COUNTY and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance to COUNTY procedures. It shall be the CONSULTANT's responsibility to utilize the very best engineering judgment, practices and principles possible during the prosecution of the work commissioned under this contract.

The COUNTY will provide contract administration and management services. Both the COUNTY and the DEPARTMENT will provide technical reviews of all work associated with the development and preparation of the contract plans. The COUNTY will provide job specific information and/or functions as outlined in this contract.

2 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the projects and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies. The CONSULTANT shall use the approved concepts from the review as a basis for the design unless otherwise directed by the COUNTY.

The CONSULTANT shall incorporate the following into the design of this facility:

2.1 Roadway

Scope: Add auxiliary lanes to improve the operations of the intersections of SR 434 and Florida Central Parkway and SR 434 and CR 427 (Ronald Reagan Blvd).

SR 434 and Florida Central Parkway – Add an additional Westbound left turn lane, Eastbound right turn lane and northbound left turn lane.

SR 434 and CR 427 (Ronald Reagan Blvd) – Add additional Eastbound and Westbound left turn lanes and Eastbound and Westbound right turn lanes.

Limits: SR 434 from Rangeline Rd to CR 427 in Seminole County

Variations/Exceptions: None anticipated. If needed, the proper application letters will be developed.

2.2 Drainage

Refer to the Preliminary Engineering Report dated November 2001 prepared for the PD&E study for SR 434 from Montgomery Road to US 17/92.

2.3 Utilities Coordination

Refer to the Preliminary Engineering Report dated November 2001 prepared for the PD&E study for SR 434 from Montgomery Road to US 17/92.

2.4 Environmental Permits

Refer to the Preliminary Engineering Report dated November 2001 prepared for the PD&E study for SR 434 from Montgomery Road to US 17/92.

2.5 Structures (N/A)

2.6 Signing and Pavement Markings

Striping and ground signs within project limits. No overhead or cantilever signs anticipated.

2.7 Signals

Intersections: New Mast Arm signals at the intersections of Florida Central Parkway and CR 427 that adhere to the City of Longwood Mast Arm Standards.

2.8 Lighting (N/A)

2.9 Landscape Architecture

Planting Plans: Xeriscape landscaping in median and areas behind the sidewalk on State Road 434 from Interstate 4 to Rangeline Rd.

2.10 Survey

Design Survey: Full topographic survey for roadway corridor and pond sites

2.11 Photogrammetry (N/A)

Provide limits and description. Describe type.

2.12 Mapping

Right of Way Survey: Right of way maps according to FDOT procedures for the project corridor

2.13 Geotechnical

Standard Penetration Test Borings, Auger borings, field permeability tests and associated lab testing.

2.14 Architecture (N/A)

2.15 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for DEPARTMENT and CONSULTANT activities required to meet the

current DEPARTMENT Production Date. ***The current production date is June, 2013.*** The schedule shall be accompanied by an anticipated payout and fiscal progress curve.

The schedule shall indicate all required submittals.

For purposes of scheduling, the CONSULTANT shall allow for the following DEPARTMENT work activity and submittal review times, when applicable:

Work Activity/Submittal Review (to be determined by DEPARTMENT)	**Time (weeks)** (to be determined by DEPARTMENT)
Roadway Plans Review	4
Right of Way Maps Review	
(Phase I, Phase II)	8
(Phase IV)	4
Alternative Drainage Design Concept Report Review	4
Pond Siting Report	4
Environmental Permitting Packages Review	4
Environmental Mitigation Plan Review	4
Jurisdictional Determination Report Review	4
Preparation of Right-of-Way Documents Activity	10
Acquisition of Right-of-Way Activity	104
Prepare/Execute Utility Agreements Activity	16

Periodically, throughout the life of the project, the schedule and curves shall be reviewed and, with the approval of the DEPARTMENT, adjusted as necessary to incorporate changes in the work concept and progress to date.

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report.

The schedule shall be submitted in Suretrak, Primavera, or system-compatible format.

2.16 Submittals

The CONSULTANT shall furnish plans and documents as required by the DEPARTMENT to adequately control, coordinate, and approve the plans. The CONSULTANT shall distribute phase submittals as directed by the DEPARTMENT.

The CONSULTANT shall provide copies of the required plans and documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes. The Project Manager will determine the specific number of copies required prior to each submittal.

Plans Distribution Chart

(District to input number of copies required for each phase submittal and footnotes, if desired.)

	Phase			
Department	**I**	**II**	**III**	**IV**
Access Management				
Preliminary Estimates (TRNS*PORT)				
Design Services				
Drainage				
Environmental Management				
Environmental Permits				
Traffic Operations				
Traffic Signals				
Signing and Marking				
Geotechnical				
Structures				
Construction				
Maintenance				
Value Engineering				

Plans Distribution Chart

(District to input number of copies required for each phase submittal and footnotes, if desired.)

Department	Phase I	Phase II	Phase III	Phase IV
Utilities (3 sets for DEPARTMENT and 2 sets for each Utility Company)				
Preliminary Right-of-Way Review				
District Land Surveyor				
District Modal Development Manager				
District Design Engineer				
District Right-of-Way Manager				
District Project Management Engineer				
District Drainage Engineer				
District Value Engineer				
District Utility Administrator				
Applicable City and/or County Engineering Dept.				
Mass Transit				
Contamination Reviews/Assessments				

Engineering Documents

(Documents and number of copies to be determined by DEPARTMENT preference.)

Document	No. of Copies Required
Roadway Design	
Typical Section Package	1
Pavement Type Selection Report	1
Pavement Design Report	1
Design Documentation	1
Computation Book	3
CES Input	2
Technical Special Provisions	2
Access Management Reports	3
Lane Closure Analysis Worksheets	3
3 R Reports	2
Drainage	
Preliminary Pond Siting Report	7

Engineering Documents
(Documents and number of copies to be determined by DEPARTMENT preference.)

Document	No. of Copies Required
Final Pond Siting Report	3
Drainage Design Documentation Report	2
Environmental Items	
Environmental Resource Permit Application Package	2
Mitigation Plan	2
Jurisdictional Determination Report	2
Coast Guard Navigation Permit Application Package (if applicable)	2
National Pollutant Discharge Elimination System (NPDES) Permit Application Package	5
Design/Right-of-Way Surveys	
Map and Plat Copies	2
Certified Right-of-Way Control Survey Drawings	2
Aerial Photograph Original Negatives	1
Rectified Aerial Raster Image (HMR Format)	1
24"x36" Aerial Mylars (R/W Format)	1
Geotechnical	
Roadway Report – Preliminary	2
Roadway Report – Final	2
Final Electronic Submittals	
Project CD(s)/DVD(s)	1
Plans and Specifications CD(s)/DVD(s)	1
Other	
Critical Path Method (CPM) Schedule	1

2.17 Provisions for Work

All maps, plans and designs are to be prepared with English values in accordance with all applicable current DEPARTMENT manuals, memorandums, guidelines and other documents listed below:.

General

- Florida Statutes
- Florida Administrative Codes
- Florida Department of Transportation Project Development and Environmental Manual

- Florida Department of Transportation Plans Preparation Manual
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- Florida Department of Transportation Handbook for Preparation of Specifications Package
- Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual, Rev. Ed. 1982
- CADD Production Criteria Handbook
- CADD Manual
- Florida's Level of Service Standards and Guidelines Manual for Planning
- Equivalent Single Axle Load Guidelines
- Design Traffic Procedure
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Department of Transportation Basis of Estimates Manual
- Quality Assurance Guidelines
- Safety Standards
- Rule 61G17-6, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers
- Department of Environmental Protection Rules Governing Mean High Water and Jurisdictional Line Surveys
- Any special instructions from the DEPARTMENT
- Utility Accommodations Guidelines
- Policy for Geometric Design of Highways and Streets
- Florida Department of Transportation Materials Manual
- Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- 40 CFR, Part 61, Subpart M - National Emission Standard for Hazardous Air Polutants (NESHAP), Environmental Protection Agency (EPA)
- 40 CFR, Part 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
- 40 CFR, Part 763, Subpart G – Asbestos Worker Protection, EPA
- 29 CFR, Part 1910.1101 – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
- 29 CFR, Part 1926, 1101 – Asbestos Standard for Construction, OSHA
- Ch. 62257, F.A.C. – Asbestos Program, Florida Department of Environmental Protection (DEP)
- Ch. 469, F.S. – Asbestos Abatement, Florida Department of Business and Professional Regulation (DBPR)
- Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)

Permits

- Chapter 373, F.S.
- Bridge Permit Application Guide, COMDT PUB P16591.3B
- Building Permit

Drainage

- Drainage Manual
- Drainage Handbooks
- Storm Drain
- Optional Pipe Materials
- Stormwater Management Facility
- Cross Drain
- Erosion and Sediment Control
- Hydrology
- Temporary Drainage Handbook

Survey

- Location Survey Manual
- Highway Field Survey Specifications
- Automated Survey Data Gathering
- Outline Specifications for Aerial Surveys and Photogrammetry for Transportation Projects
- Standards for Consultant-Submitted G.P.S. Static Control Projects
- EFB User Guide
- Chapter 472, F.S.
- Chapter 177, F.S.
- FDEP Bureau of Surveying and Mapping

Traffic Operation Manuals

- American Disabilities Act
- AASHTO - Guide for Development of Bicycle Facilities
- Federal Highway Administration Standard Highway Signs Manual
- Florida Department of Transportation Traffic Engineering Manual
- Florida Department of Transportation Manual on Uniform Traffic Studies (MUTS)
- National Electrical Code
- National Electric Safety Code
- Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD)
- Minimum Specifications for Traffic Control Signal Devices
- Florida Department of Transportation - Florida Roundabout Guide
- FHWA - Roundabouts: An Informational Guide

- Florida Department of Transportation Median Handbook
- AASHTO - An Information Guide for Highway Lighting

Mapping

- Right-of-Way Mapping
- Florida Department of Transportation Right-of-Way Handbook
- Florida Department of Transportation Right-of-Way Manual

Geotechnical

- Soils and Foundation Handbook
- Manual of Florida Sampling and Testing Methods

These documents are revised periodically by the responsible agencies and adopted by authorities having jurisdiction on building projects. The design consultant and the project manager are advised to obtain applicable versions of these documents from the responsible agency prior to use.

- American Concrete Institute
- American Institute of Architects - Architect's Handbook of Professional Practice
- American Society for Testing and Materials - ASTM Standards
- Southern Building Code Congress International - Standard Building Codes
- Brick Institute of America
- DMS - Standards for Design of State Facilities
- Florida Concrete Products Association
- Florida Department of Transportation - Standard Specifications for Road and Bridge Construction
- Florida Department of Transportation - Plans Preparation Manual
- Florida Department of Transportation - Roadway and Traffic Design Standards
- Florida Department of Transportation - Structures Design Guidelines
- Florida Department of Transportation - Structures Detailing Manual
- Florida Department of Transportation - Structures Standard Drawings
- Florida Department of Transportation - ADA/Accessibility Procedure
- Florida Department of Transportation - Fixed Capital Outlay Program
- Florida Department of Transportation - Building Code Compliance Procedure
- Florida Department of Transportation - Asbestos Management Program Procedure
- Florida Department of Transportation – Design Build Procurement and Administration
- National Concrete Masonry Association
- National Electrical Code (current edition)
- National Fire Protection Association - Life Safety Code (current edition)

- Portland Cement Association - Concrete Masonry Handbook
- South Florida Building Code

2.18 Services to be Performed by the DEPARTMENT

When appropriate the DEPARTMENT will provide those services and materials as set forth below:

- Provide pre-numbered survey books in which to record field data.
- Furnish standard DEPARTMENT monuments for the bench line.
- Regarding Environmental Permitting Services:
  - Approve all contacts with environmental agencies.
  - Provide general philosophies and guidelines of the DEPARTMENT to be used in the fulfillment of this contract. Objectives, constraints, budgetary limitations, and time constraints will be completely defined by the Project Manager.
  - Provide the appropriate signatures on application forms.

- Provide letters of authorization designating the CONSULTANT as an agent of the DEPARTMENT in accordance with F.S. 327.274.
- Provide phase reviews of roadway plans.
- Permit the CONSULTANT to utilize the DEPARTMENT's Data Processing and Computer Services for programs requested by the CONSULTANT and approved by the DEPARTMENT.
- Furnish an approved Environmental Document when available.
- Furnish all future information that may come to the DEPARTMENT during the term of the CONSULTANT's Agreement, which in the opinion of the DEPARTMENT is necessary for the prosecution of the work.
- Furnish available traffic and planning data.
- Furnish all approved utility relocations.
- Provide project utility certification to the DEPARTMENT's Central Office.
- Provide acquisition of any necessary title searches.
- Provide project data currently on file.
- Provide engineering standards and review services.
- Provide all available information in the possession of the DEPARTMENT pertaining to utility companies whose facilities may be affected by the proposed construction.
- Provide all future information that may come to the DEPARTMENT pertaining to subdivision plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right-of-way.
- Provide systems traffic for Projected Design Year, with K, D, and T factors.
- Provide existing right-of-way maps.
- PD&E documents.
- Design Reports

3 PROJECT COMMON and PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 4.0 Roadway Analysis through 32.0 Noise Impact Design Assesment. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Prior to 60% plans and completion of quantities, the DEPARTMENT's Long Range Estimate (L.R.E.) system will be used to produce a conceptual estimate, according to District policy. Once the quantities have been developed (beginning at 60% plans and no later than 90% plans) the CONSULTANT shall be responsible for inputting the pay items and quantities into TRNS*PORT PES (Proposal Estimating System) through the use of the DEPARTMENT's Designer Interface. A Summary of Pay Items sheet shall be prepared with all required Phase II, III, and IV Plans submittals.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

A Technical Special Provision shall not modify the first nine sections of the Standard Specifications and implemented modifications in any way. All modifications to other sections must be justified to the appropriate District Specifications Office to be included in the project's specifications package, typically as special provisions and not as Technical Special Provisions.

The Technical Special Provisions shall be technical in nature and shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the District Specifications Office for initial review at the time of the Phase III plans review submission to the DEPARTMENT's Project Manager. This timing will allow for adequate processing time prior to final submittal. The Technical Special Provisions will be reviewed for suitability in accordance with the Handbook for Preparation of Specification Package. The District Specifications Office will forward the Technical Special Provisions to the District Legal Office for their review and comment. All comments will be returned to the CONSULTANT for correction and resolution. Final Technical Special Provisions shall be electronically signed and sealed in accordance with applicable Florida Statutes.

The CONSULTANT shall contact the appropriate District Specifications Office for details of the current format to be used before starting preparations of Technical Special Provisions.

Field Reviews: Includes all trips required to obtain necessary data for all elements of the

project.

Technical Meetings: Includes meetings with DEPARTMENT and/or Agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, railroad companies, progress review meetings (phase review), and miscellaneous meetings.

Quality Assurance/Quality Control: It is the intention of the DEPARTMENT that design CONSULTANTS are held responsible for their work, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the Plans Preparation Manual, that state and federal design criteria are followed with the DEPARTMENT concept, and that the CONSULTANT submittals are complete.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project. The CONSULTANT shall submit a Quality Control Plan for approval within 20 (twenty) calendar days of the written Notice to Proceed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor that performed the Quality Control review will sign a statement certifying that the review was conducted.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

Independent Peer Review: When directed by the DEPARTMENT, a subconsultant shall perform Independent Peer Reviews.

Supervision: Includes all efforts required to supervise all technical design activities.

Coordination: Includes all efforts to coordinate with all disciplines of the project to produce a final set of construction documents.

Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope.

3.1 Public Involvement

Public involvement is an important aspect of the project development process. Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall continue the public involvement begun in previous studies through implementing the DEPARTMENT's Community Awareness Plan. Property owners adjacent to the project, including those not subject to right-of-way acquisition shall be informed about the project.

3.2 Joint Project Agreements

The CONSULTANT services shall include all coordination, meetings, etc., required to include Joint Project Agreement (JPA) plans (prepared by others) in contract plans package including all necessary revisions/modifications to contract documents to ensure plans compatibility.

3.3 Specifications Package Preparation

The CONSULTANT shall prepare and provide a complete specifications package, including applicable Technical Special Provisions, for all items and areas of work.

The DEPARTMENT will provide the necessary workbook and electronic files, in Microsoft Word 2000 format, for proper completion of the specifications package. The actual work effort will entail utilization of the supplied electronic files, including updates of new files that may be issued from time to time as mandatory specifications changes, and assembling the package in accordance with the DEPARTMENT's Specification Package Preparation Training. The DEPARTMENT may also require inclusion of special provisions necessary to convey particular DEPARTMENT needs.

The Standard Specifications, for Road and Bridge Construction and, Special Provisions or Supplemental Specifications from the applicable workbook of implemented modifications may not be modified unless absolutely necessary to control project-specific requirements. Proposed modifications to these listed documents must be drafted in redline strikethrough format along with justification of the project specific need, and coordinated with the District Specifications Office, who will obtain District Legal input, and approval by the State Specifications Engineer, prior to inclusion in the final project specifications package.

The specifications package must be submitted for initial review to the District Specifications Office at least 30 days prior to the contract package to Tallahassee due date, or sooner if required by the District Specifications Office. This submittal does not require signing and sealing and shall be coordinated through the District's Project Manager. Submittal material shall consist of (1) the complete specifications package, (2) a copy of the marked-up workbook used to compile package, and (3) a copy of the final project plans.

Final submittal of the complete specifications package must occur at least 10 working days prior to the contract package to Tallahassee due date. This submittal shall be electronically signed, dated, and sealed in accordance with applicable Florida Statutes.

3.4 Contract Maintenance

Contract maintenance includes project management effort for complete setup and maintenance of files, developing monthly progress reports, schedule updates, work effort to develop and execute subconsultant agreements, etc.

3.5 Value Engineering (Multi-Discipline Team) Review

The Consultant shall develop the design and contract documents using sound value engineering practices to the fullest extent possible, in order to support appropriate design decisions in producing the contract plans for the most efficient and economical design.

The design for this project will be subjected to a Value Engineering (VE) review. The VE review will be conducted by a multi-disciplined independent team of Department and Consultant personnel for the purpose of the improving the value of the project.

Value Engineering is an event-related activity and should occur at a time when it will provide the greatest opportunity for value improvement, as determined by the Department Project Manager and Value Engineering Coordinator. This opportune time during the design phase of a project will generally fall between completion of Phase I design plans and completion of Phase II design plans, but may occur at anytime during the development of a project.

Activities required by the Consultant in support of the VE team are:

<u>Providing Materials and Information:</u> The Consultant shall allow ample time for the appropriate knowledgeable members of their staff to present current design documentation and data to the VE team, as deemed necessary for an effective project review.

The Consultant Project Manager and other key members of the design team shall meet with the VE team to explain the development of design features and how and why they were selected. The information will be provided in the form of a personal

verbal presentation and the submittal of a package containing current plans and other documentation. This presentation will take place at the location of the VE study and may be followed up with additional meetings, written communications and phone enquiries.

The plans and document packages to be provided shall include at a minimum:

- One copy of all environmental documents
- One copy of the Preliminary Engineering Report
- Three copies of all plan drawings
- One copy of the Drainage Alternatives Report
- One copy of Bridge Development Reports
- One copy of other miscellaneous reports
- Project Cost Estimate

The Project Cost Estimate shall include a tabulation of estimated construction costs for the proposed design. This list shall, at a minimum, contain a breakdown of costs for each major element of the design.

The Consultant shall provide, in the form of a matrix, all criteria and weighted impacts used in arriving at decisions for the selection of specific design features. These criteria must include Safety, Operation, Maintenance and Public Acceptance.

All reports provided by the Consultant will be returned after the VE review has been completed. However copies of plans and drawings may be kept by the VE team.

3.6 Prime Consultant Project Manager Meetings

Includes only the Prime Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3.0 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.7 Post Design Services

Identifying the effort needed for post design services will vary significantly from project to project depending on size and complexity of the project. The approach described herein assists the Department in determining an initial estimate of the work effort needed for the Engineer of Record (EOR) to support the Department in the construction of a project.

With regards to post design services the EOR will be required to respond to any request from the Contractor within 24 hours. This does not mean that the issue will be resolved; it simply means that the EOR has received the request, states an immediate course of action, and begins the communication process.

The activities associated with Post Design Services can be characterized as the following:

Meetings: The EOR is expected to attend all pre-construction meetings as well as those regularly scheduled meetings throughout the construction phase when deemed necessary by the Construction Project Manager.

Construction Assistance: This includes responses to Requests for Information (RFI), interpretation of construction plans and documents, and engineering solutions to changed conditions encountered in the field. Site visits shall be made by the EOR consultant when agreed upon with the Department's Construction Project Manager.

Plan Updates/Changes: This includes effort required to provide revised plan sheets reflecting any changes made during the Right-of-Way Acquisition or Construction phases of a project. During Right-of-Way or Construction phases, the Consultant may be requested by the Department to review proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.

Shop Drawing Review: This includes review of shop drawings and erection plans for all components supplied by the contractor and required by the bid documents. For all independently supported sign structures of which the contractor is responsible, the consultant will review and check all the foundation, sign structure design, and shop drawings submitted by the contractor.

Load Ratings: Projects involving bridges typically have the load rating done during the design phase work. If the as-built bridge complies with the bid documents, the EOR should be willing to certify the load rating performed during design is adequate for the as-built condition of the bridge. However, if the as-built bridge was built in a modified or altered condition from the bid documents an updated load rating may be required. Therefore, during construction the EOR may be asked to perform an updated load rating based on the as-built condition of the bridge. As an aid in the negotiations the Structures Design Office has established guidelines for the development of staff-hours for load rating various bridge types.

Note: All services will be agreed upon by the Department's Construction Project Manager and approved by the Department's Design Project Manager.

3.8 Other Project General Tasks

List Tasks.

4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all

applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

4.1 Typical Section Package

The CONSULTANT shall provide an approved Typical Section Package prior to the Phase I plans submittal date.

4.2 Pavement Design Package

The CONSULTANT shall provide an approved Pavement Design Package in accordance with applicable FDOT pavement design manuals prior to the Phase II plans submittal date. If required, provide an approved Pavement Type Selection Report in accordance with the FDOT Pavement Type Selection Manual and preliminary asphalt and concrete alternative designs.

4.3 Access Management

The CONSULTANT shall incorporate access management standards for each project in coordination with DEPARTMENT staff. The CONSULTANT shall review adopted access management standards and the existing access conditions (interchange spacing, signalized intersection spacing, median opening spacing, and connection spacing). Median openings that will be closed, relocated, or substantially altered shall be shown on plan sheets and submitted with supporting documentation for review with the Phase I plans submittal.

The DEPARTMENT shall provide access management classification information and information derived from PD&E studies and public hearings to be used by the CONSULTANT.

4.4 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, PD&E documents and scope of work.

4.5 Cross Section Design Files

The CONSULTANT shall establish and develop cross section design files in accordance with the CADD manual.

4.6 Traffic Control Analysis

The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction of utilities when the contract includes Joint Project Agreements (JPAs).

The CONSULTANT shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the DEPARTMENT. Prior to proceeding with the Traffic Control Plan, the CONSULTANT shall meet with the appropriate DEPARTMENT personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

4.7 Master TCP Design Files

The CONSULTANT shall develop master Traffic Control Plan (TCP) files (for Level II and Level III only) showing each phase of the Traffic Control Plan.

4.8 Design Variations and Exceptions

If available, the DEPARTMENT shall furnish the Variation/Exception Report. The CONSULTANT shall prepare the documentation necessary to gain DEPARTMENT approval of all appropriate Design Variations and/or Design Exceptions.

4.9 Design Report

The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope.

The CONSULTANT shall submit to the DEPARTMENT design notes, data, and calculations to document the design conclusions reached during the development of the contract plans.

The design notes, data, and computations shall be recorded on size 8½"x11" sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to 8½"x11" size. The data shall be in a hardback folder for submittal to the DEPARTMENT.

4.10 Computation Book and Quantities

The CONSULTANT shall prepare the Computation Book and various summary of quantities sheets. This includes all efforts required to develop the Computation Book and the supporting documentation, including construction days when required.

4.11 Cost Estimate

4.12 Technical Special Provisions

4.13 Other Roadway Analysis

4.14 Field Reviews

4.15 Technical Meetings

4.16 Quality Assurance/Quality Control

4.17 Independent Peer Review

4.18 Supervision

4.19 Coordination

5 ROADWAY PLANS

The CONSULTANT shall prepare Roadway, Drainage, Traffic Control, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

5.1 Key Sheet

5.2 Summary of Pay Items Including Quantity Input

5.3 Drainage Map

5.4 Interchange Drainage Map

5.5 Typical Section Sheets

5.6 General Notes/Pay Item Notes

5.7 Summary of Quantities

5.8 Box Culvert Data Sheet

5.9 Bridge Hydraulics Recommendation Sheets

5.10 Summary of Drainage Structures

5.11 Optional Pipe/Culvert Material

5.12 Project Layout

5.13 Plan/Profile Sheet

5.14 Profile Sheet

5.15 Plan Sheet

5.16 Special Profile

5.17 Back of Sidewalk Profile Sheet

5.18 Interchange Layout Sheet

5.19 Ramp Terminal Details (Plan View)

5.20 Intersection Layout Details

5.21 Miscellaneous Detail Sheets

5.22 Drainage Structure Sheet (Per Structure)

5.23 Miscellaneous Drainage Detail Sheets

5.24 Lateral Ditch Plan/Profile

5.25 Lateral Ditch Cross Sections

5.26 Retention/Detention Ponds Detail Sheet

5.27 Retention Pond Cross Sections

5.28 Cross-Section Pattern Sheet

5.29 Roadway Soil Survey Sheet

5.30 Cross Sections

5.31 Traffic Control Plan Sheets

5.32 Traffic Control Cross Section Sheets

5.33 Traffic Control Detail Sheets

5.34 Utility Adjustment Sheets

5.35 Selective Clearing and Grubbing

5.36 Erosion Control Plan

5.37 SWPPP

5.38 Project Control Network Sheet

5.39 Interim Standards

5.40 Utility Verification Sheet (SUE Data)

5.41 Quality Assurance/Quality Control

5.42 Supervision

6 DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the DEPARTMENT's Drainage Manual.

The CONSULTANT shall coordinate fully with the appropriate permitting agencies and the DEPARTMENT's staff. All activities and submittals should be coordinated through the DEPARTMENT's Project Manager. The work will include the engineering analyses for any or all of the following:

6.1 Determine Base Clearance Water Elevation

Analyze, determine, and document high water elevations which will be used to set roadway profile grade. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters.

6.2 Pond Siting Analysis and Report

Evaluate pond sites using a preliminary hydrologic analysis. Document the results and coordination for all of the project's pond site analyses. The Drainage Manual provides specific documentation requirements.

6.3 Design of Cross Drains

Analyze the hydraulic design of cross drains. Check existing cross drains to determine if they are structurally sound and can be extended. Document the design as required. Determine and provide flood data as required.

6.4 Design of Roadway Ditches

Design roadway conveyance ditches. This includes determining ditch cross sections, grades, selecting suitable channel lining, designing the side drain pipes, and documentation.

6.5 Design of Outfalls

Analyze and document the design of ditch or piped outfalls. (Pond outlet structure included in task 6.6)

6.6 Design of Stormwater Management Facility (Offsite Pond)

Design stormwater management facilities to meet requirements for stormwater quality treatment and attenuation. Develop proposed pond layout (shape, contours, slopes, etc.), perform routing calculations, and design the outlet control structure.

6.7 Design of Stormwater Management Facility (Roadside Ditch as Linear Pond or Infield Pond)

Design stormwater management facilities to meet requirements for stormwater quality treatment and attenuation. Develop proposed pond layout (shape, contours, slopes, etc.), perform routing calculations, and design the outlet control structure.

6.8 Design of Flood Plain Compensation Area

Determine flood plain encroachments, coordinate with regulatory agencies, and develop proposed compensation area layout (shape, contours, slopes, etc.). Document the design following the requirements of the regulatory agency.

6.9 Design of Storm Drains

Develop a “working drainage map”, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine Design Tailwater and, if necessary, outlet scour protection.

6.10 Optional Culvert Material

Determine acceptable options for pipe materials.

6.11 French Drain Design

Design French Drain Systems to provide stormwater treatment and attenuation. Identify location for percolation tests and review these, determine the size and length of French Drains, design the control structure/weir, and model the system of inlets, conveyances, French Drains, and other outfalls using a routing program such as ICPR.

6.12 Drainage Wells

Design the discharge into deep wells to comply with regulatory requirements. Identify the location of the well, design the control structure/weir, and model the system using a routing program such as ICPR.

6.13 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except the Pond Siting Analysis Report and Bridge Hydraulics Report.

6.14 Bridge Hydraulic Report

Calculate hydrology, hydraulics, scour, and deck drainage. Prepare report and the information for the Bridge Hydraulics Recommendation Sheet.

6.15 Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.

6.16 Cost Estimate

6.17 Technical Special Provisions

6.18 Other Drainage Analysis

6.19 Field Reviews

6.20 Technical Meetings

6.21 Quality Assurance/Quality Control

6.22 Independent Peer Review

6.23 Supervision

6.24 Coordination

7 UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring no conflicts exist between utility facilities and the DEPARTMENT's construction project. The CONSULTANT shall certify all utility negotiations have been completed with arrangements made for utility work to be undertaken.

7.1 Kickoff Meeting

Prior to any contact with the UAO(s), the CONSULTANT shall meet with the District Utility Office (DUO) to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with DEPARTMENT procedures. CONSULTANT shall bring a copy of the design project work schedule reflecting utility activities.

7.2 Identify Existing UAO(s)

Identify all utilities in the corridor; check with Maintenance for Permits, Sunshine State One Call, Subsurface Utility Engineering (SUE) Report, Design Location Survey, and Existing Plans.

7.3 Make Utility Contacts

First Contact: Send letters and two sets of plans to each utility, one set for the utility office, one set each to construction and maintenance if required. Includes contact by phone for meeting coordination. Request type, size, location, easements, cost for compensable relocation, and justification for any utility exceptions. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda.

Second Contact: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall transmit two complete sets of Phase II plans to each UAO having facilities located within the project limits, and one set to the DEPARTMENT Offices as required by the District.

Third Contact: Identify agreements and assemble packages. Send agreements, letters and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule. Not all projects will have all contacts as described above.

7.4 Exception Coordination

The CONSULTANT shall be responsible for transmitting/coordinating the appropriate design reports including, but not limited to, the Resurfacing, Restoration and Rehabilitation (RRR) report, Project Scope and/or the Concept Report (if applicable) to each UAO in order to identify any condition that may require a Utility Exception. The CONSULTANT shall coordinate the processing of design exceptions

involving Utilities with the UAO and the DEPARTMENT. Coordinate and process per the UAM.

7.5 Preliminary Utility Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all affected UAO(s) for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information on compensable interest requests, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facilities. The CONSULTANT shall keep accurate minutes and distribute a copy to all attendees.

7.6 Individual/Field Meetings

The CONSULTANT shall meet with each UAO separately throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, optional clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

7.7 Collect and Review Plans and Data from UAO(s)

Make Determinations (Compensable Interest, Easements, Coordinate, Analyze). Ensure information (utility type, material and size) is sent to the designer for inclusion in the plans. Coordinate programming of funds.

7.8 Subordination of Easements Coordination

The CONSULTANT, if requested by the DEPARTMENT, shall transmit to and secure from the UAO the executed subordination agreements prepared by the appropriate DEPARTMENT office. The CONSULTANT shall coordinate with the DUO the programming of the necessary work program funds to compensate the UAO.

7.9 Utility Design Meeting

At a minimum of 3 weeks prior to the meeting, the CONSULTANT shall transmit two complete sets of Phase II plans to each UAO having facilities located within the project limits, and one set to the DEPARTMENT Offices as required by the District. The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss drainage, traffic signalization, maintenance of traffic (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable interest requests, discuss the utility work by highway contractor option with each

utility, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and maintenance of traffic with each UAO. The intent of this meeting shall be to identify and resolve conflicts between utilities and proposed construction prior to completion of the plans, including utility adjustment details. Also recommend resolution between known utility conflicts with proposed construction plans as practical. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees.

7.10 Review Utility Markups and Work Schedules and Processing of Schedules and Agreements

Review utility marked up plans individually as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate DEPARTMENT office(s) for review and comment if required by the District. Coordinate with the District for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s). Coordinate programming of funds.

7.11 Utility Coordination/Followup

This includes follow-up, interpreting plans, and assisting and the completion of the UAO(s) work schedule and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. This task can be applied to all phases of the project.

7.12 Utility Constructability Review

Review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the construction office.

7.13 Additional Utility Services

Preparation and coordination of Utility Design Plans when the DEPARTMENT participates in cost of utility work. This item is not usually included in the scope at the time of negotiation. It is normally added as a supplemental agreement when the need is identified.

7.14 Processing Utility Work by Highway Contractor (UWHC)

Formerly called Utility Joint Participation Agreement (JPA). This includes coordination of utility design effort between the DEPARTMENT and the UAO(s). Determine the DEPARTMENT's cost participation, additional coordination meetings, prepare, negotiate, and process the agreements, review tabulation of quantities, prepare Summary of Pay Items (TRNS*PORT) - UWHC, perform UWHC constructability and bidability review, Technical Special Provisions (TSP) review. This does not include utility design effort. This item is not usually included

in the scope at the time of negotiation. It is normally added as a supplemental agreement when the need is identified.

7.15 Contract Plans to UAO(s)

This includes transmittal of the contract plans as processed for letting. Transmittals to UAO(s) are by certified mail, return receipt requested.

7.16 Certification/Close-Out

This includes hours for transmitting utility files to the DUO and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate DEPARTMENT representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made and no utility work will be involved.

OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

7.17 Other Utilites

8 ENVIRONMENTAL PERMITS

The CONSULTANT shall notify the DEPARTMENT Project Manager, Environmental Permit Coordinator and other appropriate personnel in advance of all scheduled meetings with the regulatory agencies to allow a DEPARTMENT representative to attend. The CONSULTANT shall copy in the Project Manager and the Environmental Permit Coordinator on all permit related correspondence and meetings.

8.1 Preliminary Project Research

The CONSULTANT shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

8.2 Complete Permit Involvement Form

The CONSULTANT shall document permit involvement in coordination with the District Permit Coordinator and DEPARTMENT Project Manager. This is to be done upon completion of preliminary project research.

8.3 Establish Wetland Jurisdictional Lines

The CONSULTANT shall collect all data and information necessary to determine the boundaries of wetlands and surface waters defined by the rules or regulations of each agency processing or reviewing a permit application necessary to construct a DEPARTMENT project.

The CONSULTANT shall be responsible for, but not limited to, the following activities:

Determine landward extent of state waters as defined in Chapter 62-340 FAC as ratified in Section 373.4211 FS

- Determine the jurisdictional boundaries of wetlands and surface waters as defined by rules or regulations of any other permitting authority that is processing a DEPARTMENT permit application.
- Prepare aerial maps showing the jurisdictional boundaries of wetlands and surface waters. Aerial maps shall be reproducible, of a scale no greater than 1”=200’ and be recent photography. The maps shall show the jurisdictional limits of each agency. Xerox copies of aerials are not acceptable. All jurisdictional boundaries are to be tied to the project’s baseline of survey. When necessary, jurisdictional maps shall be signed and sealed by either a Registered Professional Engineer or a Registered Land Surveyor.
- Acquire written verification of jurisdictional lines from the appropriate environmental agencies.

Prepare a written assessment of the current condition and relative value of the function being performed by wetlands and surface waters. Prepare data in tabular form which includes the ID number for each wetland impacted, size of wetland to be impacted, type of impact and identify any wetland within the project limits that will not be impacted by the project.

8.4 Agency Verification of Wetland Data

The CONSULTANT shall be responsible for verification of wetland data identified in Section 8.3 and coordinating regulatory agency field reviews, including finalization of wetland assessments with applicable agencies.

8.5 Complete and Submit All Required Permit Applications

The CONSULTANT shall prepare permit packages as identified in the Project Description section.

The CONSULTANT shall collect all of the data and information necessary to obtain the environmental permits required to construct a project.

The CONSULTANT shall prepare each permit application for DEPARTMENT approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

8.6 Prepare Dredge and Fill Sketches

8.7 Prepare USCG Permit Sketches

8.8 Prepare Easement Sketches

8.9 Prepare Right-of-Way Occupancy Sketches

8.10 Prepare Coastal Construction Control Line (CCCL) Permit Sketches

8.11 Prepare Tree Permit Information

8.12 Mitigation Coordination and Meetings

The CONSULTANT shall coordinate with DEPARTMENT personnel prior to approaching any environmental permitting or reviewing agencies. Once a mitigation plan has been reviewed and approved by the DEPARTMENT, the CONSULTANT will be responsible for coordinating the proposed mitigation plan with the environmental agencies.

8.13 Mitigation Design

If wetland impacts cannot be avoided, the CONSULTANT shall prepare a mitigation plan to be included as a part of the Environmental Resource or Wetlands Resource Permit applications.

Prior to the development of alternatives, the CONSULTANT shall meet with the Project Manager to determine the DEPARTMENT's policies in proposing mitigation. The CONSULTANT shall proceed in the development of a mitigation plan based upon the general guidelines provided by the DEPARTMENT.

The CONSULTANT will be directed by the DEPARTMENT to investigate the following methods of mitigation:

Payment to DEP/WMD per acre of wetlands impacted as defined in CH 373.4137 FS

- Monetary participation in offsite regional mitigation plans
- Monetary participation in a private mitigation bank
- Creation/restoration on public lands
- Creation/restoration on right-of-way purchased by the DEPARTMENT

Creation/restoration on existing DEPARTMENT right-of-way

In the event that physical creation or restoration is the only feasible alternative to offset wetland impacts, the CONSULTANT shall collect all of the data and information necessary to prepare alternative mitigation plans that may be acceptable to all permitting agencies and commenting agencies who are processing or reviewing a permit application for a DEPARTMENT project.

Prior to selection of a final mitigation site, the CONSULTANT will provide the following services in the development of alternative mitigation plans:

Preliminary jurisdictional determination for each proposed site

- Selection of alternative sites
- Coordination of alternative sites with the DEPARTMENT/all environmental agencies

Written narrative listing potential sites with justifications for both non-recommended

8.14 Environmental Clearances

The CONSULTANT shall prepare clearances for all pond and/or mitigation sites identified after the PD&E was completed.

Archaeological and Historical Features: The CONSULTANT shall collect data necessary to completely analyze the impacts to all cultural and historic resources by the pond and/or mitigation sites and prepare a Cultural Resource Assessment Request Package.

Wetland Impact Analysis: The CONSULTANT shall analyze the impacts to wetlands for the pond and/or mitigation sites and complete the Wetlands Evaluation Report.

Wildlife and Habitat Impact Analysis: The CONSULTANT shall collect data necessary to perform an Endangered Species Biological Assessment, and analyze the impacts to wildlife and habitat by the pond and/or mitigation sites.

Contamination Impact Analysis: The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for the pond and/or mitigation sites and complete the Contamination Screening Evaluation Report.

8.15 Other Environmental Permits

8.16 Technical Meetings

8.17 Quality Assurance/Quality Control

8.18 Supervision

8.19 Coordination

18 STRUCTURES - MISCELLANEOUS

The CONSULTANT shall prepare plans for Miscellaneous Structure(s) as specified in Section 2.5.

Mast Arms

18.5 Mast Arms

19 SIGNING AND PAVEMENT MARKING ANALYSIS

The CONSULTANT shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

19.1 Traffic Data Analysis

The CONSULTANT shall review the approved preliminary engineering report, typical section package, traffic technical memorandum and proposed geometric design alignment to identify proposed sign placements and roadway markings. Perform queue analysis.

19.2 No Passing Zone Study

19.3 Reference and Master Design File

The CONSULTANT shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

19.4 Multi-Post Sign Support Calculations

The CONSULTANT shall determine the appropriate column size from the DEPARTMENT's Multi-Post Sign Program(s).

19.5 Sign Panel Design Analysis

Establish sign layout, letter size and series for non-standard signs.

19.6 Sign Lighting/Electrical Calculations

Includes the verification of photometrics on lighted, load center and voltage drop calculations.

19.7 Quantities

19.8 Computation Book

19.9 Cost Estimates

19.10 Technical Special Provisions

19.11 Other Signing and Pavement Marking Analysis

19.12 Field Reviews

19.13 Technical Meetings

19.14 Quality Assurance/Quality Control

19.15 Independent Peer Review

19.16 Supervision

19.17 Coordination

20 SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with the Plans Preparation Manual that includes the following.

20.1 Key Sheet

20.2 Summary of Pay Items Including CES Input

20.3 Tabulation of Quantities

20.4 General Notes/Pay Item Notes

20.5 Project Layout

20.6 Plan Sheet

20.7 Typical Details

20.8 Guide Sign Work Sheet(s)

20.9 Traffic Monitoring Site

20.10 Cross Sections

20.11 Special Service Point Details

20.12 Special Details

20.13 Interim Standards

20.14 Quality Assurance/Quality Control

20.15 Supervision

21 SIGNALIZATION ANALYSIS

The CONSULTANT shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

21.1 Traffic Data Collection

The CONSULTANT shall perform all effort required for traffic data collection, including crash reports, 24 hr. machine counts, 8 hr. turning movement counts, 7 day machine counts, and speed & delay studies.

21.2 Traffic Data Analysis

The CONSULTANT shall determine signal operation plan, intersection geometry, local signal timings, pre-emption phasing & timings, forecasting traffic, and intersection analysis run.

21.3 Signal Warrant Study

21.4 Systems Timings

The CONSULTANT shall determine proper coordination timing plans including splits, force offs, offsets, and preparation of Time Space Diagram.

21.5 Reference and Master Signalization Design File

The CONSULTANT shall prepare the Signalization Design file to include all necessary design elements and all associated reference files.

21.6 Reference and Master Interconnect Communication Design File

The CONSULTANT shall prepare the Interconnect Communication Design file to include all necessary design elements and all associated reference files.

21.7 Overhead Street Name Sign Design

The CONSULTANT shall design Signal Mounted Overhead Street Name signs.

21.8 Pole Elevation Analysis

21.9 Traffic Signal Operation Report

(As defined by the District)

21.10 Quantities

21.11 Cost Estimate

21.12 Technical Special Provisions

21.13 Other Signalization Analysis

21.14 Field Reviews

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include, but is not limited to, the following:

Existing Signal and Pedestrian Phasing
- Controller Make, Model, Capabilities and Condition/Age
- Condition of Signal Structure(s)
- Type of Detection as Compared With Current District Standards
- Interconnect Media

Controller Timing Data

21.15 Technical Meetings

21.16 Quality Assurance/Quality Control

21.17 Independent Peer Review

21.18 Supervision

21.19 Coordination

22 SIGNALIZATION PLANS

The CONSULTANT shall prepare a set of Signalization Plans in accordance with the Plans Preparation Manual, which includes the following.

22.1 Key Sheet

22.2 Summary of Pay Items Including CES Input

22.3 Tabulation of Quantities

22.4 General Notes/Pay Item Notes

22.5 Plan Sheet

22.6 Interconnect Plans

22.7 Traffic Monitoring Site

22.8 Guide Sign Worksheet

22.9 Special Details

22.10 Special Service Point Details

22.11 Mast Arm/Monotube Tabulation Sheet

22.12 Strain Pole Schedule

22.13 TCP Signal (Temporary)

22.14 Temporary Detection Sheet

22.15 Utility Conflict Sheet

22.16 Interim Standards

22.17 Quality Assurance/Quality Control

22.18 Supervision

30 GEOTECHNICAL

The CONSULTANT shall, for each project, be responsible for a complete geotechnical investigation. All work performed by the CONSULTANT shall be in accordance with DEPARTMENT standards, or as otherwise directed by the District Geotechnical Engineer. The District Geotechnical Engineer will make interpretations and changes regarding geotechnical standards, policies and procedures and provide guidance to the CONSULTANT.

Prior to beginning each phase of investigation and after the Notice to Proceed is given, the CONSULTANT shall submit investigation plan for approval and meet with the DEPARTMENT's Geotechnical Engineer or representative to review the project scope and DEPARTMENT requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

The CONSULTANT shall notify the DEPARTMENT in adequate time to schedule a representative to attend all related meetings and field activities.

30.1 Document Collection and Review

CONSULTANT will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, CONSULTANT shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

Roadway

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of Phase IV plans. Rock cores shall be retained as directed in writing by the District Geotechnical Engineer.

Obtain pavement cores as directed in writing by the District Geotechnical Engineer.

If required by the District Geotechnical Engineer, a preliminary roadway exploration shall be performed before the Phase I plans submittal. The preliminary roadway exploration will be performed and results provided to the Engineer of Record to assist in setting roadway grades and locating potential problem areas. The preliminary roadway exploration shall be performed as directed in writing by the District Geotechnical Engineer.

CONSULTANT shall perform specialized field-testing as required by project needs and as directed in writing by the District Geotechnical Engineer.

All laboratory testing and classification will be performed in accordance with applicable DEPARTMENT standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

30.2 Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with DEPARTMENT Geotechnical Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the DEPARTMENT for approval prior to commencing with the boring program.

30.3 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

30.4 MOT Plans for Field Investigation

Coordinate and develop Maintenance of Traffic (MOT) plan. All work zone traffic control will be performed in accordance with the DEPARTMENT's Roadway and Traffic Design Standards Index 600 series.

30.5 Drilling Access Permits

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

30.6 Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the DEPARTMENT's Project Manager.

30.7 Groundwater Monitoring

Monitor groundwater, using piezometers.

30.8 LBR Sampling

Collect appropriate samples for Limerock Bearing Ratio (LBR) testing.

30.9 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

30.10 Soil and Rock Classification - Roadway

Refine soil profiles recorded in the field, based on results of laboratory testing.

30.11 Design LBR

Determine design LBR values from the 90% and mean methods.

30.12 Laboratory Data

Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses.

30.13 Seasonal High Water Table

Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels, if requested.

30.14 Parameters for Water Retention Areas

Calculate parameters for water retention areas, exfiltration trenches, and/or swales.

30.15 Limits of Unsuitable Material

Delineate limits of unsuitable material(s) in both horizontal and vertical directions. Assist the Engineer of Record with detailing these limits on the cross-sections. If requested, prepare a plan view of the limits of unsuitable material.

30.16 ASCII Files for Cross-Sections

Create ASCII files of boring data for cross-sections.

30.17 Embankment Settlement and Stability

Estimate the total magnitude and time rate of embankment settlements. Calculate the factor of safety against slope stability failure.

30.18 Stormwater Volume Recovery and/or Background Seepage Analysis

Perform stormwater volume recovery analysis as directed by the DEPARTMENT.

30.19 Geotechnical Recommendations

Provide geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of any special considerations (i.e. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.) Evaluate and recommend types of geosynthetics and properties for various applications, as required.

30.20 Preliminary Roadway Report and Pavement Evaluation Report

If a preliminary roadway investigation is performed, a preliminary roadway report shall be submitted before the Phase I plans submittal. The purpose of the preliminary roadway report will be to assist in setting road grades and locating potential problems.

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.

Results of all tasks discussed in the previous section (Data Interpretation and Analysis).

- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.

The CONSULTANT will respond in writing to any changes and/or comments from the DEPARTMENT and submit any responses and revised reports.

If a pavement evaluation is performed, the evaluation and report submittal shall be in accordance with Section 3.4 of the Materials Manual: Pavement Coring and Evaluation.

30.21 Final Report

The Final Roadway Report shall include the following:

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.

Results of all tasks discussed in the previous section (Data Interpretation and Analysis).

- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.

The CONSULTANT will respond in writing to any changes and/or comments from the DEPARTMENT and submit any responses and revised reports.

30.22 Auger Boring Drafting

Draft auger borings as directed by the DEPARTMENT.

30.23 SPT Boring Drafting

Draft SPT borings as directed by the DEPARTMENT.

<u>Structures</u>

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of Phase IV plans. Rock cores shall be retained as directed in writing by the District Geotechnical Engineer.

CONSULTANT shall perform specialized field-testing as required by needs of project and as directed in writing by the District Geotechnical Engineer.

All laboratory testing and classification will be performed in accordance with applicable DEPARTMENT standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

The staff hour tasks for high embankment fills and structural foundations for bridges, box culverts, walls, high-mast lighting, overhead signs, mast arm signals, strain poles, buildings, and other structures include the following:

30.24 Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with DEPARTMENT Geotechnical Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the DEPARTMENT for approval prior to commencing with the boring program.

30.25 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

30.26 MOT Plans for Field Investigation

Coordinate and develop MOT plan. All work zone traffic control will be performed in accordance with the DEPARTMENT's Roadway and Traffic Design Standards Index 600 series.

30.27 Drilling Access Permits

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

30.28 Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the DEPARTMENT's Project Manager.

30.29 Collection of Corrosion Samples

Collect corrosion samples for determination of environmental classifications.

30.30 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

30.31 Soil and Rock Classification – Structures (N/A)

30.32 Tabulation of Laboratory Data

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

30.33 Design Groundwater Level for Structures

Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

30.34 Selection of Foundation Alternatives (BDR) (N/A)

30.35 Detailed Analysis of Selected Foundation Alternate(s) (N/A)

30.36 Bridge Construction and Testing Recommendations (N/A)

30.37 Lateral Load Analysis (Optional) (N/A)

30.38 Walls

Provide the design soil profile(s), which include the soil model/type of each layer and all soil engineering properties required by the Engineer of Record for conventional wall analyses and recommendations. Review wall design for geotechnical compatibility and constructability.

Evaluate the external stability of conventional retaining walls and retained earth wall systems. For retained earth wall systems, calculate and provide minimum soil reinforcement lengths versus wall heights, and soil parameters assumed in analysis. Estimate differential and total (long term and short term) settlements.

Provide wall construction recommendations.

30.39 Sheet Pile Wall Analysis (Optional) (N/A)

30.40 Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations (N/A)

30.41 Box Culvert Analysis (N/A)

30.42 Preliminary Report – BDR (N/A)

30.43 Final Report - Bridge and Associated Walls (N/A)

30.44 Final Reports - Signs, Signals, Box Culvert, Walls, and High Mast Lights

The final reports shall include the following:

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

- Summary of structure background data, SCS, USGS, geologic and potentiometric data.
- The results of all tasks discussed in the previous section (Data Interpretation and Analysis).

- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any special provisions required for construction that are not addressed in the DEPARTMENT's Standard specification.

An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

Final reports will incorporate comments from the DEPARTMENT and contain any additional field or laboratory test results, recommended foundation alternatives along with design parameters and special provisions for the contract plans. These reports will be submitted to the District Geotechnical Engineer for review prior to project completion. After review by the District Geotechnical Engineer, the reports will be submitted to the District Geotechnical Engineer in final form and will include the following:

All original plan sheets (11" x 17")

- One set of all plan and specification documents, in electronic format, according to DEPARTMENT requirements
- Two sets of record prints
- Six sets of any special provisions

All reference and support documentation used in preparation of contract plans package

Additional final reports (up to four), aside from stated above, may be needed and requested for the DEPARTMENT's Project Manager and other disciplines.

The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer registered in the State of Florida.

Draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans.

30.45 SPT Boring Drafting

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map as directed by the DEPARTMENT. Soil symbols must be consistent with those presented in the latest Florida Department of Transportation Soils and Foundations Handbook.

30.46 Other Geotechnical

Define

30.47 Technical Special Provisions

30.48 Field Reviews

Identify and note surface soil and rock conditions, surface water conditions and locations, and preliminary utility conflicts. Observe and note nearby structures and foundation types.

30.49 Technical Meetings

30.50 Quality Assurance/Quality Control

30.51 Supervision

30.52 Coordination

30.53 Optional Preliminary Contamination Assessment

When required, all work shall be performed in accordance with current Florida Department of Environmental Regulation (DER) and Federal OSHA and EPA standards. The following work shall be included, but not limited to:

A minimum of four borings will be required per site.

- Soil gas analysis will be required by use of a flame ionization detector; e.g. Organic Vapor Analyzer (OVA).
- Installation of monitoring wells may be required.
- Water sampling and laboratory analysis may be required. The State of Florida Department of Health shall certify the laboratory performing the analysis.

Four copies of the draft PCA report will be required for review and comment by the DEPARTMENT. After comments have been addressed, six signed and sealed copies of the final PCA report shall be submitted to the DEPARTMENT. Copies of all documents will be additionally transmitted to the DEPARTMENT in electronic format in accordance with the DEPARTMENT's current standards.

34 INVOICING LIMITS

Payment for the work accomplished will be in accordance with Method of Compensation of this contract. Invoices shall be submitted to the DEPARTMENT, in a format prescribed by the DEPARTMENT. The DEPARTMENT Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the DEPARTMENT.

The CONSULTANT will provide a list of key events and the associated total percentage of work considered to be complete at each event. This list will be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the DEPARTMENT.

EXHIBIT A-3

DRAFT SCOPE OF SERVICES
PHASE III – POST DESIGN SERVICES

County Project Number: ***PS-2825-07/BHJ***
County CIP Number: ***00205304***
Financial Project ID: ***240233-4***
Description: ***SR 434 from Rangeline Rd to CR 427 in Seminole County***

EXHIBIT A-2

1 PURPOSE 1

2 POST DESIGN SERVICES 1

2.1 Plans and Right of Way Documents Update and Maintenance 1
2.2 Construction Assistance 1
2.3 Permit Updates 2
2.4 Review Structural Shop Drawings 2
2.5 Survey Update 2
2.6 Web Site Updates (N/A) 2
2.7 Newsletters 2

3 INVOICING LIMITS 2

DRAFT SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
HIGHWAY AND BRIDGE FINAL DESIGN & PERMITTING

This Exhibit forms an integral part of the agreement between the Seminole County Board of County Commissioners (hereinafter referred to as the COUNTY) and XXXX (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

County Project Number:	***PS-2825-07/BHJ***
County CIP Number:	***00205304***
Financial Project ID:	***240233-4***
Description:	***SR 434 from Rangeline Rd to CR 427 in Seminole County***

1 PURPOSE

At the COUNTY's option, the CONSULTANT may be requested to provide post design services. The purpose is to achieve quality post design services from competent professionals in order to satisfactorily complete construction. These services are intended to address changed conditions or services not covered that occur following acceptance of final plans, including changes required as part of right of way acquisition. These services are not intended for instances of CONSULTANT error and/or omissions.

2 POST DESIGN SERVICES

The following descriptions provide a non-exclusive summary of the specific tasks within this Scope-of-Services and are the minimum criteria for project performance and execution. The COUNTY will issue work orders on an as needed basis. The CONSULTANT is responsible to provide the following required professional services as requested:

2.1 Plans and Right of Way Documents Update and Maintenance

The CONSULTANT shall perform engineering analyses and/or make revisions to the plans, right of way maps, legal descriptions and special provisions, as requested by the COUNTY and the DEPARTMENT, to reflect additions, deletions and/or modifications prior to and subsequent to construction advertising. Whenever the plans or Right of Way Maps are revised, the CONSULTANT shall submit two (2) sets of signed and sealed half size prints of the revised sheets and one (1) set of the revised reproducibles. The Right of Way maps and drainage maps will be full size.

2.2 Construction Assistance

The CONSULTANT shall provide to the COUNTY qualified representation during the construction phase concerning the intent and interpretation of the construction plans and documents. Should changed conditions be encountered in the field and when requested by the COUNTY, the CONSULTANT shall respond in a timely manner with suitable engineering solutions which take into account the changed conditions.

On site appearance of CONSULTANT shall be made during construction at the written request of the COUNTY.

From time to time during construction, the COUNTY may request the CONSULTANT to review contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.

2.3 Permit Updates

The CONSULTANT shall provide valid permits extending through construction. The CONSULTANT shall apply for and provide the necessary information to modify, extend or renew required permits, prior to or subsequent to construction advertising.

2.4 Review Structural Shop Drawings

The CONSULTANT shall review structural shop drawings during construction as needed.

2.5 Survey Update

If requested, the CONSULTANT shall provide additional field survey updates prior to and during the construction contract.

2.6 Web Site Updates (N/A)

The CONSULTANT will maintain and update as needed the web site previously developed for this project. The web site will include information such as the project scope, schedule and progress.

2.7 Newsletters

The CONSULTANT will prepare and send out newsletters to inform the public of when construction will begin, general project information, and construction contacts. The newsletter will be sent to all those on the mailing list.

3 INVOICING LIMITS

Payment for the work accomplished will be in accordance with Method of Compensation of this contract. Invoices shall be submitted to the COUNTY, in a format prescribed by the COUNTY. The COUNTY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.

The CONSULTANT will provide a list of key events and the associated total percentage of work considered to be complete at each event. This list will be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the COUNTY.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Amendment #1 to M-401-03/PWM with de la Parte & Gilbert

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Bob Hunter **EXT:** 7119

MOTION/RECOMMENDATION:
Approve Amendment #1 to M-401-03/PWM with de la Parte & Gilbert of Tampa, Florida, to change the payment of services as Not-To-Exceed the annual budget adopted by the Environmental Services Department for legal services related to environmental permitting, and to increase rates as identified in the revised Exhibit B included within the Amendment. In addition, extend the current term by two years through November 30, 2010 with two (2) additional two-year options for renewal and authorize the County Attorney to execute the Amendment.

County-wide Ray Hooper

BACKGROUND:

M-401-03/PWM provides legal services for permitting environmental services projects, including, but not limited to, consumptive use permit renewals, water and wastewater treatment facilities, alternative water products and related facilities. On October 28, 2003, the Board agreed to waive the procurement process and to award this Agreement to de la Parte & Gilbert of Tampa, Florida. Since the issuance of the current Work Order #5 for CUP Renewal Permitting on January 17, 2007, there have been significant changes to the CUP permitting requirements which have increased both the need and cost for these services.

In order to meet these additional requirements, staff has recommended a change to the method for requesting services under the Agreement and a change to the payment of services as Not-To-Exceed the annual adopted by the Environmental Services Department for legal services related to environmental permitting. de la Parte & Gilbert has continued to bill at the 2003 rates through March 6, 2008, and has submitted a request for a rate increase included as the revised Exhibit B within the attached Amendment. The County Attorney's Office has reviewed and approved this request for rate increase.

The current term of the Agreement shall expire on November 23, 2008 and it provides no renewal periods. Through this Amendment, the County Attorney's Office has requested to extend the current term of the Agreement by two years through November 30, 2010, and to provide for two (2) additional two-year options for renewal.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Amendment #1 to M-401-03/PWM with de la Parte & Gilbert of Tampa, Florida, to change the payment of services as Not-To-Exceed the annual budget adopted by the Environmental Services Department for legal services related to environmental permitting, and to increase rates as identified in the revised Exhibit B included within the Amendment. In addition, extend the current term by two years through November 30, 2010, with two (2) additional two-year options for renewal and authorize the County Attorney to execute the Amendment.

ATTACHMENTS:

1. M-401-03 First Amendment with de la Parte

Additionally Reviewed By:

☑ County Attorney Review (Robert McMillan)

FIRST AMENDMENT TO LEGAL SERVICES CONSULTANT AGREEMENT (M-401-03/PWM)
ENVIRONMENTAL PERMITTING SERVICES

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on the 24th day of November, 2003, between **DE LA PARTE AND GILBERT, P.A.**, whose address is 101 E. Kennedy Boulevard, Suite 3400, Tampa, Florida 33601, hereinafter referred to as "ATTORNEY", 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, ATTORNEY and COUNTY entered into the above referenced Agreement on November 24, 2003 for legal services related to environmental permitting; and

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

WHEREAS, Section 19 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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

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

SECTION 2. REQUESTS FOR SERVICE.

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

for COUNTY under this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

(b) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. COUNTY designates the County Attorney as its representative to whom all communications pertaining to the day to day conduct of the Agreement should be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(c) Expiration of the term of this Agreement shall have no effect upon Requests for Service issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Request for Service. No additional Requests for Service may be issued after the expiration of this Agreement nor may any Requests for Service that survives expiration of the Agreement term be amended to add additional services beyond those expressed prior to the Agreement termination.

2. Section 5 of the Agreement is amended to read:

SECTION 5. PAYMENT FOR SERVICES AND BILLING.

(a) In consideration of the promises and the faithful performance by ATTORNEY of his obligations, COUNTY agrees to pay ATTORNEY a fee based on a "Time Basis Method". ATTORNEY shall be compensated at the rates as shown on Exhibit "B", attached, for all services authorized and performed. The annual compensation paid to the ATTORNEY under this Agreement shall not exceed the annual amount budgeted by the COUNTY for legal services related to environmental permitting.

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

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

(d) COUNTY shall compensate ATTORNEY for the actual work hours required to perform the services authorized. Actual work hours shall not include compensation for travel time between the offices of ATTORNEY and Seminole County. Payment shall be made to ATTORNEY when requested as work progresses but not more than once monthly for services rendered. ATTORNEY shall provide an itemized invoice based on actual services rendered including, but not limited to, the following information:

(1) The name and address of ATTORNEY;

(2) Contract Number;

(3) A complete and accurate time record of services performed by ATTORNEY in increments of one-tenth (1/10) of an hour for all services performed by ATTORNEY during that month and for which COUNTY is billed and the name of the individual performing each service;

(4) A description of the services rendered in (3) above, corresponding to the one-tenth (1/10) time increments with sufficient detail to identify the exact nature of the work performed. As an example of the specificity required, it would not be appropriate to simply list the service performed as "research"; rather, it is required that the specific matter being researched be defined in such detail as would permit a determination being made as to the necessity for the research and whether the time attributable to it is reasonable; and

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

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

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

Duplicate copies of the invoice shall be sent to:

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

Environmental Services Department
500 W. Lake Mary Blvd.
Sanford, Florida 32773-7441

(e) Reimbursable expenses shall be paid in addition to the payment due under subsection (d) above and shall include actual expenditures made by ATTORNEY, his employees or his professional consultants in the interest of the work effort for the expenses listed in the following subsections:

(1) Expenses of transportation, when traveling in connection with case assignments based on Sections 112.061(7) and (8), Florida Statutes, or their successor; long distance calls and facsimile transmissions.

(2) Expense for reproductions, postage and handling of material associated with the work effort.

(3) If authorized in writing in advance by the COUNTY, the cost of other expenditures made by ATTORNEY in the interest of the work effort.

3. Section 8 of the Agreement is amended to read:

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until November 30, 2010. This Agreement may be renewed by mutual agreement of the parties for two (2) additional two (2) year terms.

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

5. Exhibit "B" of the Agreement is deleted.

6. Exhibit "C" of the Agreement is deleted and replaced by the new Exhibit "B" attached hereto.

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

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

DE LA PARTE & GILBERT, P.A.

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By: _____
EDWARD DE LA PARTE, JR.

Date: _____

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Printed Name

_____
Witness

_____
Printed Name

By: _____
ROBERT A. MCMILLAN
County Attorney

Date: _____

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

AEC/lpk/ljp
3/5/08 3/6/08
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Attachments:
Exhibit "A" - Scope of Services
Exhibit "B" - Rate Schedule

EXHIBIT "A"

M-401-03/PWM

SCOPE OF SERVICES

Provide legal services to the COUNTY as required for permitting environmental services projects, including, but not limited to, consumptive use permit renewals, water and wastewater treatment facilities, alternative water projects and related facilities, litigation, and advise and facilitate pertaining to the issuance of the St. John's River Water Management District (SJRWMD) 5.5 MGD (average day) consumptive use permit (CUP) to Seminole County.

EXHIBIT "B"

M-401-03/PWM

RATE SCHEDULE

Position	Hourly Billing Rates
Edward de la Parte, Jr.	$225
Senior Attorneys	$200
Associate Attorneys	$175
Law Clerks	$125
Paralegals	$110

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Amendment #1 to RFP-4214-04/TLR - Security Repairs, Maintenance and Upgrades Agreement

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** David Santiago **EXT:** 7106

MOTION/RECOMMENDATION:
Approve Amendment #1 to RFP-4214-04/TLR - Security Repairs, Maintenance and Upgrades Agreement with Site Secure, Inc., Sanford, Florida, to increase rates as identified in the revised Exhibit C included in the Amendment. Also, approve the revised Estimated Annual Usage of $750,000.00.

County-wide Ray Hooper

BACKGROUND:

RFP-4214-04/TLR provides for all labor, materials and equipment to complete the design, manufacturing expenses and factory tests, delivery to the site, programming, interfacing with all existing alarm, access control, video and security systems, calibration, installation, system start-up services, training and incidentals required to completely furnish and install security equipment at Seminole County's facilities as designated. In addition, the Contractor provides both technical and programming services on an as required basis to troubleshoot and optimize Seminole County's existing alarm, access control, and video and security systems.

The original intent for RFP-4214-04/TLR was to provide security for water treatment facilities throughout the County at an Estimated Annual Usage of $250,000.00, and that the Agreement be used by multiple County departments. This estimate has increased since the needs for the County's security systems have expanded for Environmental Services projects that include wastewater treatment facilities, remote well locations, badge access software, and closed circuit television monitoring. The Facilities Division utilizes this Agreement for the repair and maintenance of security alarm systems at locations such as Economic Development and Supervisor of Elections, and for the maintenance and repair of surveillance cameras at specific County locations to include the Criminal Justice Center (139), Civil Courthouse (25), Juvenile Justice Center (12), Juvenile Assessment Center (8), Public Safety Building (29), and SC Museum (25) for a total of 238 cameras.

In addition, security systems maintenance work has also been added to this agreement. This work is best handled by the original installer due to the complexity and unique nature of the equipment and the security standards of the County's system. Maintenance work performed has included repairs to damage caused by lightning strikes, need for back-up of SQL servers, manufacturer upgrades to software and equipment, and maintenance of cyber locks.

On July 13, 2004, the Board awarded this Agreement to Site Secure, Inc., and the last

rate increase was in 2006. Site Secure, Inc. has submitted a rate increase (revised Exhibit C included in the Amendment) and staff has reviewed and agrees with the increase. This will be the final rate increase approved under this agreement through the expiration of its final renewal period on July 29, 2009.

The backup documentation includes the Agreement's transaction history through the date of this Agenda Item, along with breakdowns for estimated usage by the Environmental Services Department and the Facilities Division/Administrative Services Department for Fiscal Year 08/09. Staff has recommended the re-solicitation of this Agreement with the inclusion of fire alarm systems. This additional scope change and coordination of needs across multiple County departments will require a longer period for re-solicitation of these security services, and staff has further recommended this process to begin in July 2008, twelve months prior to the expiration of the current Agreement.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Amendment #1 to RFP-4214-04/TLR - Security Repairs, Maintenance and Upgrades Agreement with Site Secure, Inc., Sanford, Florida, to increase rates as identified in the revised Exhibit C included in the Amendment and approve the revised Estimated Annual Usage of $750,000.00.

ATTACHMENTS:

1. RFP-4214-04_First Amendment with Site Secure
2. RFP 4214-04 Backup Documentation
3. RFP-4214-04 WO59 Scope for SER Control Room

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

AMENDMENT TO SECURITY, MAINTENANCE AND UPGRADES AGREEMENT (RFP-4214-04/TLR)

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on the 30th day of July, 2004, between **SITE SECURE, INC.**, whose address is 627 Progress Way, Sanford, Florida 32771, hereinafter referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, CONTRACTOR and COUNTY entered into the referenced Agreement on July 30, 2004 to provide physical and electronic security systems, programming, repair, maintenance, support, construction and installation services in Seminole County; and

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

WHEREAS, Section 23 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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

1. Exhibit C of the Agreement is deleted and replaced in its entirety by the new Exhibit C, attached hereto. The rates as indicated in the new Exhibit C shall be the final rates allowable under this Agreement, including any renewals or additional terms, with no additional increases based on annual CPI.

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

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

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

SITE SECURE, INC.

By:_____
R. ANDREW BOWMAN, P.E.
Vice-President Operations

Date:_____

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BRENDA CAREY, Chairman

Date:_____

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

AEC/lpk
2/8/08
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Attachment:
Exhibit C - Rate Schedule

Exhibit "C"

Line Number	Description	Estimated Expenditure	% Mark-up	Dollar Mark-up
1	Verint/Loronix Parts	$ 75,000.00	15%	$11,250.00
2	ThermalSite Parts	$100,000.00	15%	$15,000.00
3	PCSC Parts	$ 35,000.00	15%	$ 5,250.00
4	All Other Materials & Parts	$ 25,000.00	15%	$ 3,750.00
5	Sub-Contractors	$ 15,000.00	10%	$ 1,500.00
6	Equipment Rentals	$ 5,000.00	10%	$ 500.00
LABOR RATE SCHEDULE				
7	Project Management (IV)			$ 107.50
8	Installation Foreman (III)			$ 89.85
9	Installation Technician (II)			$ 74.59
10	Installation Technician (helper)			$ 60.33
11	System Engineer / Designer			$ 104.20
12	Design Engineering P.E.			$ 126.15
13	Design Engineering non-P.E.			$ 115.18
14	Draftsman /CAD Technician			$ 71.30
15	Programming Services			$ 85.00
16	Clerical (O&M Documentation)			$ 45.00
17	Telephone Support (30 min. base rate)			$ 42.50
18	Telephone Support (15 min. increment)			$ 21.25
19	Emergency Service / Non-business Hours rate multiplier			50%

RFP-4214-04 - CIS TRANSACTION HISTORY LOG

Date	WO	Description	1st Year	2nd Year
07/30/2004	0	Original Term 3 yrs.		
10/07/2004	1	W/O #1 Summer '04 Hurricane Repairs	$47,895.30	
10/07/2004	2	W/O #2 Upgrades to six new Water Treatment Plants (To BCC to increase annual amount)		
10/07/2004	3	W/O #3 Security Repairs Maint & Upgrades (Pete's signature)	$108,202.00	
10/15/2004	4	W/O #4 Emergency Repairs to Utilities Facilities EPO (OR-5808) (Pete's signature)	$40,000.00	
11/01/2004	5	W/O # 5 Security Systems Support & Maintenance (Pete's signature)	$95,000.00	
01/04/2005	6	W/O # 6 FM Office Access Control System	$10,458.00	
01/04/2005	7	W/O # 7 Yankee Lake WWTP SR46 Gate	$21,357.00	
04/26/2005	8	W/O #8 - Markham Reagional WTP GST#2 additions	$44,164.39	
06/03/2005	9	W/O #9 Various Fencing Projects Greenwood Lakes WWTP Wall & Gate	$160,662.00	
06/17/2005	10	Replacement for Security Management Control Systems	$30,000.00	
07/07/2005	11	W/O #11 Security Repairs, Maintenance & Upgrades	$7,451.00	
07/07/2005	12	W/O #12 Ground Storage Tank Aerator Modifications	$60,000.00	
07/12/2005	13	W/O #13 Emergency Response Plan & Amended VA	$97,520.00	
07/12/2005	14	WO #14 Security Risks/ Plant Improvements	$19,460.00	
End of 1st Year Base Period (7/30/04 - 7/29/05)				
08/22/2005	15	W/O #15 OC-800120		$371,885.00
11/22/2005	16	W/O #16 OC-800367 Blanket NTE $10K each project		$100,000.00
11/22/2005	17	W/O #17 OC-800446		$7,891.00
11/23/2005	18	W/O #18 OC-800438 Blanket NTE $10K each project		$30,000.00
12/20/2005	19	W/O#19 OC-800520		$9,975.31
01/19/2006	20	W/O #20 OC-800625		$9,348.00
02/13/2006	21	W/O #21 OC-800707		$1,000.00
03/23/2006	22	W/O #22 OC-800874 Blanket NTE $10K each project		$30,000.00
03/31/2006	23	W/O #23 OC-800868		$39,770.00
03/31/2006	24	W/O #24 OC-800869		$14,498.00
2nd Year Base Period (7/30/05 - 7/29/06) - CONTINUED NEXT PAGE				

RFP-4214-04 - AGREEMENT TRANSACTION LOG

(Estimated annual budget of $250,000 per year)

DATE	TRANSACTION TYPE	TRANSACTION #	OC Number	CONTRACTOR	AMOUNT	COMMENTS	Incl. Parts	Comp. Type	Amend	Dept
5/4/2006	W/O	16/1	801006	Site Secure	$50,000.00	Increase WO for Misc. Security System Support		NTE	X	ES
4/19/2006	W/O	25	800951	Site Secure	$26,880.03	Install Access Controls at 4 Fire Stations (22/34/41/42)	X	FF		FM
6/16/2006	W/O	26	801109	Site Secure	$14,640.57	Upgrade Security Systems at 2 Fire Stations (16 & 36)	X	FF		FM
End of 2nd Year Base Period (7/30/05 - 7/29/06)										
7/17/2006	W/O	27	801199	Site Secure	$28,192.00	Security System Preventative Maintenance		NTE		ES
7/25/2006	W/O	28	801230	Site Secure	$12,788.63	Install Access Door-Community Svc Reflections Plaza	X	FF		ES
8/18/2006	W/O	29	801297	Site Secure	$36,216.26	Yankee Lake WWTP Security Fence Improvements	X	FF	X	ES
8/18/2006	W/O	30	801298	Site Secure	$28,470.32	Southeast Regional Server Replacement	X	FF		ES
9/20/2006	W/O	31	801402	Site Secure	$62,690.14	Greenwood reclaimed PS Security gate	X	FF		ES
9/20/2006	W/O	32	801404	Site Secure	$28,244.56	Druid Hills WTP Gate Operator	X	FF		ES
10/2/2006	W/O	33	801448	Site Secure	$20,169.99	Install Access Control Systems for 4 Library Mtg Rooms	X	FF		FM
10/27/2006	W/O	34	801521	Site Secure	$50,000.00	Blanket Work Order		NTE	X	FM/ES
3/20/2007	W/O Amend	34/1	801958	Site Secure	$25,000.00	Add additional funds		NTE	X	FM/ES
10/27/2006	W/O	35	801522	Site Secure	$10,594.31	SCF-Animal Services Gate OP Replacement	X	FF		FM
10/30/2006	W/O	36	801590	Site Secure	$6,113.50	Install Library Knox Box Rapid Entry	X	FF		FM
11/9/2006	WO	37	801605	Site Secure	$2,335.98	Install Courthouse Security System	X	FF		FM
1/8/2007	W/O	38	801734	Site Secure	$22,025.00	Yankee Lake SWTF Security Coordination		NTE		ES
1/19/2007	W/O	39	801821	Site Secure	$21,350.10	Install Access Controls at 4 Fire Stations (14/23/43)	X	FF		FM
1/19/2007	W/O	40	801812	Site Secure	$16,609.96	Civil Courthouse CCTV cameras replacement	X	FF	X	FM
3/20/2007	W/O Amend	40/1	801957	Site Secure	$6,790.82	Complete Duress Replacement	X	FF	X	FM
2/15/2007	W/O	41	801888	Site Secure	$20,000.00	Blanket WO- Fire Alarm System Support (CSB)		NTE		FM
3/14/2007	W/O	42	801991	Site Secure	$17,361.30	Install Temporary Monitors in SCADA Control Room	X	FF		ES
4/4/2007	W/O	43	801992	Site Secure	$24,770.15	Replace/repair underground access control cabling WTPs	X	FF		ES
4/5/2007	W/O	44	802069	Site Secure	$7,578.75	SCF - Facilities Bldg Remodel	X	FF		FM
5/21/2007	W/O	45	802215	Site Secure	$9,614.46	Replace Cameras - CJC	X	FF		FM
6/1/2007	W/O	46	802223	Site Secure	$189,713.84	County-wide Analog CCTV conversion	X	FF		ES
7/20/2007	W/O	47	802411	Site Secure	$22,053.27	MARKHAM AQUIFER SOTRAGE WELL	X	FF		ES
7/23/2007	W/O	48	802435	Site Secure	$5,535.64	Repair Duct Detectors at Work Release Center (Sheriff)	X	FF		ES
7/23/2007	W/O Amend	34/2	802436	Site Secure	$13,340.00	Add additional funds		NTE	X	FM/ES

RFP-4214-04 - AGREEMENT TRANSACTION LOG

(Estimated annual budget of $250,000 per year)

End of 3rd Year Base Period (7/30/06 - 7/29/07)										
7/30/2007	W/O	49	802464	Site Secure	$9,586.60	Fire Station 41-Gate Operator Replacement	**X**	**FF**		**FM**
8/22/2007	W/O	50	802527	Site Secure	$15,000.00	Blanket WO for Misc. Security Repair & Upgrades		**NTE**		**FM**
8/22/2007	W/O	51	802526	Site Secure	$4,500.00	Fire Alarm Testing @ CSB during HVAC replacement		**NTE**	**X**	**FM**
8/30/2007	W/O	52	802572	Site Secure	$5,290.10	Card Reader & 4 Door Expansion Kit	**X**	**FF**		**FM**
9/12/2007	W/O	53	802620	Site Secure	$26,411.76	CCTV & Access Control-Law Library & Civil Courthouse		**FF**		**FM**
9/26/2007	W/O Amend	51/1	802664	Site Secure	$702.72	Additional services and time extension		**NTE**	**X**	**FM**
10/4/2007	W/O	54	802706	Site Secure	$8,161.37	CSB Alarm system repair		**FF**		**FM**
10/11/2007	W/O	55	802735	Site Secure	$50,000.00	Blanket WO for Misc. Security Repair & Upgrades		**NTE**		**ES**
11/5/2007	W/O	56	802880	Site Secure	$8,686.75	FS-35 Addition/Renovation- replace access door		**FF**		**FM**
12/4/2007	W/O	57	802703	Site Secure	$50,000.00	Blanket WO for Misc. Security Repair & Upgrades		**NTE**		**ES**
12/4/2007	W/O Amend	29/1	802942	Site Secure	-$11,182.60	Reduction of fence quantity, from 2000' to 1000'	**X**	**FF**	**X**	**ES**
12/18/2007	W/O	58	802972	Site Secure	$8,688.09	FS-13 Construction- installation of access panels		**NTE**		**FM**
2/7/2008	W/O	59	803146	Site Secure	$224,557.59	SER CONTROL RM UPGRADES **(ON HOLD)**				**ES**
Current Period - 1st Renewal (7/30/07 through 7/29/08)										

Facilities Management Division
Security Agreement - RFP-4214-04
Estimated 08/09 Usage

SUMMARY TOTAL Facilities Maintenance FY 08/09	
Service	**Est. Amount**
Security Alarm Repair & Maint.	$25,000.00
Surveillance Camera Repair & Maint.	$100,000.00
Grand Total:	**$125,000.00**

SUMMARY TOTAL Construction Management FY 08/09		
Proj. Manager	**Project**	**Est. Amount**
Jackson	FS-11 Renovations	$ 8,700.00
Jackson	FS-12 Renovations	$ 8,700.00
Werley	CCH Parking Lot (Judge's)	$ 50,000.00
Salter	Midway Reconstruction	$ 10,000.00
Salter	Animal Srvc Fire Recon	$ 5,000.00
Fernandez	(4) Libraries HVAC Replacement	$ 6,500.00
	Grand Total	**$ 88,900.00**

SUMMARY TOTAL FY 08/09	
Program	**Amount**
Facilities Maintenance:	$125,000.00
Construction Management:	$88,900.00
Grand Total:	**$213,900.00**

ENVIRONMENTAL SERVICES ESTIMATED 2008 /2009 RFP-4214 EXPENDITURES		
OPERATIONS	**ESTIMATED COSTS**	**DESCRIPTION**
Access Control, Security Alarm, Surveillance Camera, Actuated Gate, and Fence Systems Preventative Maintenance	$130,000.00	Covers the costs of preventative maintenance of security equipment at 16 water treatment plants, 2 waste water treatment facilities, 1 reclaimed water pumping facility, 9 remote well sites and the Reflections administration office. 130 cameras maintenance, video, badging and access control system software maintenance, 22 electrically actuated gates, 185 monitored contact points
Access Control, Security Alarm, Surveillance Camera, Actuated Gate, and Fence Systems Repairs	$100,000.00	Covers the costs of repairs of security equipment due to wear and tear at 16 water treatment plants, 2 waste water treatment facilities, 1 reclaimed water pumping facility, 9 remote well sites and the Reflections administration office. 130 cameras maintenance, video, badging and access control system software maintenance, 22 electrically actuated gates, 185 monitored contact points
SUB-TOTAL	**$230,000.00**	
CIP PROJECTS		
CIP Security Design Assistance	$50,000.00	Design assistance to the engineers as part of CIP projects
FWS Apple Valley WTP Security Improvements	$60,000.00	Installation of cameras, access control and actuated gate operator system at plant
Markham Reclaimed Repump Facility	$40,000.00	Installation of cameras, access control and actuated gate operator system at facility
SUB-TOTAL	**$150,000.00**	
TOTAL	**$380,000.00**	

Seminole County Environmental Services

Project Location:
SCES - Southeast Regional WTP
3300 Dike Road
Winter Park, FL 32792

SER Control Room Renovation

Proposal: 759-1
1/11/2008

Prepared For:
Tom Owens

SiteSecure, Inc.
Engineers & Integrators

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

SiteSecure, Inc.
Engineers & Integrators

The scope of this proposal is generally described as the complete renovation of the SCADA/Security Control Room at the Southeast Regional Water Treatment Plant in Winter Park. The objective of this renovation is to address the operational needs of the facility by resolving a number of issues with the functionality of the room. These include temperature control independent of the rest of the building, replacement of the projection wall with a control room technology with a lower operating cost, change the layout and traffic pattern of the room, add workstation positions for up to three simultaneous operators, provide new furniture consistent with LCD technology and the required work space, and replace the existing computer workstations with new hardware.

This revision of the proposal includes a wide U-Shaped Middle Atlantic LCD Monitoring/Command Desk composed of three 64" desk sections and two 45 degree wedges. This command console is configured for three separate user stations. Each is equipped with an articulating keyboard shelf, adjustable phone holder and adjustable task light. Each station includes a desk-mounted monitor mount (3 across) for mounting of the SCADA, ACS and Video workstations.

The operational configuration is as follows:

The U-Shaped command console will face a Command Center Video Wall consisting of three separate Control Room Monitors. These are expected to be ceiling mounted at +/- 30" to the center of the display screen from the ceiling so that each of the three operators can see the monitors above their respective workstation. Each work position will consist of three workstations mounted in the electrical room connected to the keyboard, monitors and mouse via an IP based KVM switch.

This proposal includes the complete construction cost for all demolition, general construction, computer flooring system, casework and command room furniture, electrical, HVAC, etc. per CDM Construction Documents dated October, 2007. We have also included 12 HP workstations to be rack-mounted in the electrical room (rack #2) along with two APC switched rack Power Distribution Units for control and management of the power to the PCs and other hardware. To view and manage these computers, we have also included the following:

One Audio/Video Matrix Switch to "push" video from each of the twelve PCs to any combination of one or all of the 12 monitors in the control room (9 work position monitors and 3 feature monitors). We have also included a universal KVM Matrix Switch required for control of any of the 12 PCs from any of the Control Room work positions or the rack KVM drawer in the electrical room. Each of these devices requires cabling from the electrical room to the control room routed through the computer floor and into the console.

Equipment List

SiteSecure, Inc.
Engineers & Integrators

Misc

Qty	Make - Model	Price Per Unit	Ext. Price
2.00	American Power - AP7931	$833.58	$1,667.16
6.00	Cables To Go - #28202 PS2 Extension Cable, 75' F-M for Keyboard or Mouse	$66.25	$397.50
9.00	HP - LP2065 20 inch Flat Panel Monitor	$525.00	$4,725.00
12.00	HP - Rack Kit for xw4400	$218.75	$2,625.00
12.00	HP - xw4400 Workstation	$2,625.00	$31,500.00
2.00	MIDDLE ATL - ERK-RR18	$26.32	$52.64
1.00	Network Technologies, Inc. - RACKMUX-V17-N KVM Drawer, 17 inch monitor, 1RU	$1,400.00	$1,400.00
12.00	Network Technologies, Inc. - SA-100-MM Speaker to Matrix Audio Cable, 100'	$30.88	$370.56
16.00	Network Technologies, Inc. - SA-6-MM PC to Matrix Audio Cable	$2.25	$36.00
1.00	Network Technologies, Inc. - SM-16x16-AV-LCD Audio-Video Matrix Switch	$12,975.00	$12,975.00
1.00	Network Technologies, Inc. - ST-4x16-UHD NodeMux High Density KVM Matrix Switch	$5,775.00	$5,775.00
16.00	Network Technologies, Inc. - VEXT-6-MM PC to Matrix VGA Cable	$22.50	$360.00
12.00	Network Technologies, Inc. - VEXT-75-MM Monitor to Matrix VGA Cable, 75'	$78.75	$945.00
4.00	Network Technologies, Inc. - VMTINT-3 NodeMux Cable to Keyboard & Mouse, 3ft	$20.00	$80.00
16.00	Network Technologies, Inc. - VMTINT-6-MM NodeMux Cable to PC, PS2, 6ft	$23.75	$380.00
1.00	Sargent - Mortised Lockset, Electrified, Satin Stainless with REX switch	$468.75	$468.75
3.00	Toshiba – P47LSA	$7.771.70	$23,315.10
1.00	Middle Atlantic – LCD Security Console	$10,247.32	$10,247.32
3.00	Chief Mfg. CMA-100 Ceiling Plate	$181.25	$543.75
3.00	Chief Mfg. PCM Series Ceiling Mount	$356.25	$1,068.75

Financial Summary

SiteSecure, Inc.
Engineers & Integrators

Proposal Number: 759-1

Billing Address:	Project Location:
Seminole County BCC Clerk - B.C.C. Finance Div. Sanford, FL 32772-0869	SCES - Southeast Regional WTP 3300 Dike Road Winter Park, FL 32792

System Summary

Equipment per detail includes 15% markup:	$98,932.53
Materials:	$0.00
Installation Labor: 128.08 hours @ $74.59 =	$9,553.48
Warranty	$0.00
Project Management: 40 hours @ $107.50 =	$4,300.00
Engineering (non-PE): 16 hours @ $115.18 =	$1,842.88
Programming & Training: 8 hours @ $89.95 =	$719.60
3rd Party Contractor Services per attached quotes + 10%:	$109,209.10
Total System Investment	$224,557.59

This proposal includes sales tax on applicable material.

Wharton-Smith, Inc.
CONSTRUCTION GROUP

January 11, 2008

Site Secure, Inc.
627 Progress Way
Sanford, FL 32771

Attention: M. Craig Bowman, P.E.

Re: Southeast Regional WTP Control room Improvements - Phase 1
Proposal for General Contracting Scope of Work

Dear Craig:

Wharton-Smith Inc. is pleased to provide you a lump sum proposal of **$99,281.00** (Ninety-nine thousand two-hundred and eighty one dollars) to perform the demolition, finishes, casework, mechanical, and electrical work as indicated in the bid set drawings dated December, 2007.

We understand that you (or your subcontractor) will be providing the Control Room Monitoring Desk, computer hardware and flat screen monitors, matrix-switch hardware and associated cabling, electrified lockset for the Control Room Entrance and performing any necessary salvage of existing projector hardware or electronics.

Please do not hesitate to contact us if you should require additional information.

Sincerely,

WHARTON-SMITH, INC.

Eric Hill
Project Manager

EH

750 Monroe Road • Sanford, Florida 32771 • (407) 321-8410 • Fax: (407) 829-4453
Mailing Address: P.O. Box 471028 • Lake Monroe, Florida 32747-1028

CG C032669 PC C048385 CU C056506

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Amendments to PS-1074-06/TRJ - Consultant Services Agreement for Geotechnical Services and Construction Material Testing and Inspection with Ardaman & Associates, Inc.; Nodarse & Associates, Inc.; and Professional Service Industries, Inc.

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Robert Bradley **EXT:** 7113

MOTION/RECOMMENDATION:
Approve Amendments to PS-1074-06/TRJ with Ardaman & Associates, Inc. of Orlando, Florida; Nodarse & Associates, Inc. of Winter Park, Florida; and Professional Service Industries, (PSI) Inc. of Orlando, Florida, to add additional Pay Items as identified in the revised Exhibit A included within the Amendment for each Consultant. In addition, approve the increased rates as requested by Nodarse & Associates, Inc. of Winter Park, Florida, included in the revised Exhibit A included within the Amendment for Nodarse & Associates, Inc.

County-wide Ray Hooper

BACKGROUND:

PS-1074-06/TRJ provides soil and materials testing for various projects within Seminole County. On December 12, 2006, the Board awarded this work order based Master Agreement to Ardaman & Associates, Inc. of Orlando, Florida; Nodarse & Associates, Inc. of Winter Park, Florida; and Professional Service Industries, Inc. of Orlando, Florida.

Amendments under this Master Agreement will become the First Amendments for each Consultant, and will provide for the addition of Pay Items which consist of various unit costs associated with drill rig mobilization for testing purposes (refer to Exhibit A, section "Geotechnical Investigations and Soil Testing", item numbers 39-42). These Pay Items were not included within the original Master Agreement. Public Works Department - Engineering Division has reviewed and agreed with the rate increase for Nodarse and Associates, Inc.

Authorization for performance of services by the Contractor under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Contractor. The work and dollar amount for each work order shall be based on the project and will be negotiated on an as-needed basis.

STAFF RECOMMENDATION:
Staff recommends that the Board approve Amendments to PS-1074-06/TRJ with Ardaman & Associates, Inc. of Orlando, Florida; Nodarse & Associates, Inc. of Winter Park, Florida; and Professional Service Industries, (PSI) Inc. of Orlando, Florida, to add additional Pay Items as identified in the revised Exhibit A included within the Amendment for each Consultant. In addition, approve the increased rates as requested by Nodarse & Associates, Inc. of Winter Park, Florida, included in the revised Exhibit A included within the Amendment for Nodarse &

Associates, Inc.

ATTACHMENTS:

1. PS-1074-06_TRJ Amendment #1 with Ardaman
2. PS-1074-06_TRJ Amendment #1 with Nodarse
3. PS-1074-06_TRJ Amendment #1 with PSI

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT (PS-1074-06/TRJ)
PROFESSIONAL GEOTECHNICAL SERVICES AND
CONSTRUCTION MATERIAL TESTING AND INSPECTION

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on the 1st day of February, 2007, between **ARDAMAN & ASSOCIATES, INC.**, whose address is 8008 S. Orange Avenue, Orlando, Florida 32809, hereinafter referred to as "CONSULTANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, CONSULTANT and COUNTY entered into the above referenced Agreement on February 1, 2007 for professional geotechnical services and construction material testing and inspection; and

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

WHEREAS, Section 23 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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

1. Section 5 of the Agreement is amended to read:

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method", then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit "A". If a Work Order is issued for a "Fixed Fee Basis", then

the applicable Work Order Fixed Fee amount shall include any and all reimbursable expense.

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

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

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

ATTEST:

ARDAMAN & ASSOCIATES, INC.

_____
NADIM F. FULEIHAN
Sr. Vice-President

By:_____
CHARLES H. CUNNINGHAM
Project Manager

(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:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AEC/lpk
2/26/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\PS-1074 1am Ardaman.doc

Attachment:
Exhibit "A" - Rate Schedule

EXHIBIT A

Professional & Technical Services
Hourly Rates

	Classification	Hourly Rates
1	Principal Engineer/Scientist	$ 209.20
2	Registered Senior Engineer/Scientist	$ 148.53
3	Project Engineer/Scientist II	$ 125.07
4	Project Engineer/Scientist I	$ 89.22
5	Staff Engineeer/Scientist	$ 79.65
6	Engineering/Scientific Associate	$ 72.05
7	Senior Engineering Technician	$ 53.98
8	Engineering Technician	$ 40.46
9	Draftsman	$ 51.61
10	Technical Secretary	$ 43.23

EXHIBIT A

ARDAMAN & ASSOCIATES, INC.
FEE SCHEDULE

Labor Category	Raw Hourly Rate (average)	Frindge & Overhead %	Fringe & Overhead Amount	Loaded Hourly Rate	Profit %	Profit Amount	Billing Tate
Principal Engineer/ Scientist	72.59	62 %	117.59190	.18	10 %	19.02	209.20
Senior Engineer/ Scientist	51.54	62 %	83.49	135.03	10%	13.50	148.53
Project Engineer/ Scientist II	43.40	62 %	70.31	113.70	10%	11.37	125.07
Project Engineer/ Scientist I	30.96	62 %	50.15	81.11	10%	8.11	89.22
Staff Engineer/ Scientist	27.64	62 %	44.77	72.41	10%	7.24	79.65
Engineering/ Scientific Associate	25.00	62 %	40.50	65.50	10%	6.55	72.05
Senior Engineering Technician	18.73	62 %	30.34	49.07	10%	4.91	53.98
Engineering Technician	14.04	62 %	22.74	36.78	10%	3.68	40.46
Draftsman	17.91	62 %	29.01	46.92	10 %	4.69	51.61
Technical Secretary	15.00	62 %	24.30	39.30	10 %	3.93	43.23

EXHIBIT A

Scope of Services
Professional Engineering Services for Soil and Materials Testing

Price Schedule

Specific services shall include, but not limited to sampling and testing of soils, concrete, asphalt and various other constructions materials.

#	Item	Cost per Unit
1	In-Place density tests (Minimum 3 per trip)	$ 26.00
2	Standard or modified proctors	$ 90.00
3	Limerock Bearing Ratio tests (3 points)	$ 335.00
4	Compressive strength of concrete cylinders (4 per set)	$ 70.00
5	Compressive strength of soil-cement pills (4 per set)	$ 90.00
6	Asphalt extraction, gradation, & Marshall stability tests	$ 275.00
7	Core drilling & soils analysis	$ Per Job

EXHIBIT A

Steel Inspection

	Inspection	Price per Unit
1	Inspection of Welds & Bolt Torquing	
	A) At Plant	$ 72.05
	B) At Job Site	
	1. One (1) Man Inspection Crew	$ 72.05
	2. Two (2) Men Inspection Crew	$ 126.03
2	Reinforcing Steel Inspection	$ 72.05
3	Nondestructive Testing of Steel & Connections	$ 72.05

Geotechnical Investigations & Soil Testing

#	Item	Price per Unit	Unit
1	Standard Penetration Test Borings (ASTM D-1586) (minimum 50 feet per job)		
	A) 0-50 foot depth interval	$ 12.50	lin-ft
	B) 50-100 foot depth interval	$ 15.00	lin-ft
	C) 100-125 foot depth interval	$ 19.50	lin-ft
	D) 125-150 foot depth interval	$ 25.00	lin-ft
2	Auger Borings (minimum 100 feet per job)	$ 9.50	lin-ft
3	Manual Auger Borings	$ 9.50	lin-ft
4	Drill Service from Floating Platform	per job	
5	Rock Coring	$ 40.00	lin-ft
6	Installation of Steel Casing	$ 10.00	lin-ft
7	Ground Penetrating Radar (not including engineer)	$ 1,500.00	day
8	Cone Penetrometer Soundings	$ 12.00	lin-ft
9	Dilatometer Soundings (per test, min. 10 tests/Sounding)	$ 125.00	ea
10	Liquid Limit (LL) - Plastic Limit (PL	$ 97.00	set
	Shrinkage Limit (SL)	$ 75.00	ea
11	California Bearing Ratio	$ 330.00	ea
12	Consolidation A) Consolidation with Reload	$ 525.00	ea
13	Corrosion Resistance (pH and R)	$ 140.00	set
14	Field Density Tests (minimum 3 tests per trip)	$ 26.00	ea
15	Florida Bearing Value (FBCV)	$ 45.00	ea
16	Florida Bearing Value Determination of Blend Proportions	150.00	ea
17	Grain Size: A) Hydrometer Analysis	$ 96.00	ea.
	B) Sieve Analysis (Wash No. 200 Sieve)	$ 43.00	ea
18	Ground Penetrating Radar (not including engineeri)	$ 1,500.00	ea.
19	Limerock Bearing Ratio (LBR) (3 point)	$ 335.00	ea
20	Limerock Bearing Ratio (LBR) (5 point)	360.00	ea
21	Moisture Content	$ 12.00	ea
22	Moisture Density Test (Standard or Modified Proctor)	$ 90.00	ea

Revised 1/30/08
MM/ej

23	Monitor Well Installation - 2" or 4" PVC(not including materials)	$	163.00	hour
24	Muck Probing			
	2 man crew	$	94.44	hour
	3 man crew	$	134.90	hour
25	Organic Content Determination	$	28.00	ea
26	pH	$	6.50	ea
27	Permeability Tests - Field (15', 2 depths) (Excluding auger borings & vertical permeability)	$	350.00	ea
28	Permeability Tests - Laboratory			
	Granular Soil	$	129.00	ea
	Cohesive Soil	$	218.00	ea.
29	Soil-Cement, Field Testing & Observation		53.98	hour
30	Soil-Cement Laboratory Design Mixes (FOB Laboratory)		450.00	ea
31	Soil Plate Load Test (ASTM)		400.00	ea
32	Sepcific Gravity	$	85.00	ea
33	Double Ring Infiltometer Test	$	495.00	ea
34	Relative Density Test	$	104.50	ea
35	Triaxial Compression Test (CU)	$	475.00	ea
36	Unconfined Compression Tests	$	91.00	ea
37	Undisturbed Thin-Walled Tube Sampling		123.00	ea
38	Unit Weight	$	51.50	ea
39	Truck Mounted Equipment Mobilization	$	280.00	ea
40	ATV/Mud Bug Mobilization	$	350.00	ea
41	Track/Bombardier Mobilization	$	10,000.00	ea
42	Amphibious Mobilization	$	10,000.00	ea

Revised 1/30/08
MM/ej

EXHIBIT A

Asphaltic Concrete Inspection Services

#	Item	Price per Unit	Unit
1	Asphaltic Concrete Paving Plant Inspection	72.05	hour
2	Asphaltic Concrete Extraction & Hubbard-Field Stability (FOB Lab)	275.00	set
3	Asphaltic Concrete Extraction Gradation	$ 150.00	set
4	Asphaltic Concrete Extraction/Gradation & Marshall Stability (FOB Lab)	$ 275.00	set
5	Asphalt Marshall Stability	$ 125.00	set
6	Asphaltic Concrete (Superpave) Paving Design Mix, Stability Test, Job Mix Formula, Aggregate Test and Trail Batches	$ 3,000.00	ea
7	Hubbard-Field Stability	$ 200.00	ea
8	Marshall Stability (including void analysis & family of curves)	$ 600.00	ea
9	Marshall Stability (all F.A.A. requirements)	$ 125.00	ea
10	Modified Marshall Stability (for use with emulsified asphalt's)	$ 150.00	ea
11	Coring Pavement for Density and/or Thickness	$ 53.98	hour
12	Asphalt Core Density (core provided by others)	$ 26.00	ea

EXHIBIT A

Concrete Testing

	Concrete Aggregate Tests (FOB Lab)	Price per Unit	Unit
1	Sieve Analysis, Fine or Coarse	$ 55.00	ea.
2	Absorption	$ 50.00	ea.
3	Specific Gravity	$ 55.00	ea.
4	Unit Weight	$ 50.00	ea.
5	Material Finer than No. 200 Sieve	$ 28.50	ea.
6	Organic (Color metric ASTM C-40)	$ 50.00	ea.
7	Salt Content	$ 50.00	ea.
8	Los Angeles Abrasion	$ 325.00	ea.
9	Soundness (5 cycle sodium sulfate)	$ 75.00	sieve size
	(5 cycle magnesium sulfate)	$ 80.00	sieve size
10	Masonry Mortar Strength Comparative, Sand or Water	$ 150.00	set
	Concrete Beams		
11	Flexural Strength, Making & Testing (3 Tests per set)	$ 200.00	set
12	Compressive Strength, ASTM C-140, 5 Specimens	$ 250.00	set
13	Absorption & Moisture Content, ASTM C-150, 5 Specimens	$ 25.00	ea.
14	Compressive Strength Testing of Hollow Masonry Prisms ASTM E-477 (FOB)	$ 300.00	set of 3
15	Compressive Strength Testing of Hollow Masonry Prisms with Grouted Cells, ASTM E-477	$ 300.00	set of 3
16	Molding, Curing & Testing of 2" x 2" Masonry Mortar Cubes (set of 3 cubes)	$ 90.00	set
17	Concrete Masonry Units, ASTM Test (5 Compression & 5 Absorption Tests)	$ 330.00	set
	Concrete Coring		
18	Securing Structural or Pavement Cores, Compression Tests & Thickness Coring Site Accessible - Does not include mobilization charge, staging and/or scaffolding, (4" diameter or smaller, 6" thickness or less)	$ 94.44	hour
19	Thickness of concrete cores (cores provided)	$ 12.50	ea.
	Compressive Strenght of Concrete Cores (cores provided by others)	$ 20.00	ea.

EXHIBIT A

	Grout Cubes		
20	Making & Compression Tests of 2" Cubes from Job Site (set of 3)	$ 90.00	set
	Concrete Cylinders		
21	Making & Compression Tests of 6" x 12" Cylinders (Slump Test included)	$ 90.00	set
22	Compression Tests of 6" x 12" Cylinders	$ 17.50	cylinder
23	Extra Slump Tests	$ 17.50	ea.
24	Air Content Tests	$ 30.00	ea.
	Concrete Design Mixes		
25	Concrete Design Mixes (including standard aggregate tests & one trial batch with 6 compression test cylinders)	$ 750.00	ea.
26	Brush/Loss (for soil cement basis) ASTM Durarock & pug mix	$ 450.00	ea.
27	Linear Shrinkage Tests of Concrete Block (ASTM 426)	$ 350.00	set
	Concrete Ready Mix Plant or Job Inspection	$ 53.98	hour
	Pre-Fabricated Panel Tests, ASTM or FHA	$ 53.98	hour

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT (PS-1074-06/TRJ)
PROFESSIONAL GEOTECHNICAL SERVICES AND
CONSTRUCTION MATERIAL TESTING AND INSPECTION

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on the 1st day of February, 2007, between **NODARSE & ASSOCIATES, INC.**, whose address is 1675 Lee Road, Winter Park, Florida 32789, hereinafter referred to as "CONSULTANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, CONSULTANT and COUNTY entered into the above referenced Agreement on February 1, 2007 for professional geotechnical services and construction material testing and inspection; and

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

WHEREAS, Section 23 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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

1. Section 5 of the Agreement is amended to read:

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method", then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit "A". If a Work Order is issued for a "Fixed Fee Basis", then

the applicable Work Order Fixed Fee amount shall include any and all reimbursable expense.

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

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

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

ATTEST:

_____
,Secretary

(CORPORATE SEAL)

NODARSE & ASSOCIATES, INC.

By:_____
LEILA JAMMAL-NODARSE, President

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney
AEC/lpk
2/26/08
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By:_____
BRENDA CAREY, Chairman

Date:_____

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

Attachment:
Exhibit "A" - Rate Schedule

Professional & Technical Services
Hourly Rates

	Classification	Hourly Rates
1	Principal Engineer/Scientist	$ 151.19
2	Senior Engineer/Scientist	$ 113.92
3	Project Engineer/Scientist	$ 104.67
4	Project Manager	$ 84.49
5	Staff Engineer/Scientist	$ 63.74
6	Senior Engineering Technician	$ 54.50
7	Engineering Technician	$ 35.18
8	CADD Technician	$ 64.76
9	Technical Secretary	$ 44.72

SEMINOLE COUNTY, PS-1074-06/TRJ

PROFESSIONAL GEOTECHNICAL SERVICES AND

CONSTRUCTION MATERIAL TESTING AND INSPECTION

FEE SCHEDULE

NODARSE & ASSOCIATES, INC.

Labor Category	Average Raw Hourly Rate	Fringe and Overhead %	Fringe and Overhead Amount	Loaded Hourly Rate	Profit %	Profit Amount	Billing Rate
Principal Engineer	$52.13	162%	$84.45	$136.58	10.70%	$14.61	$151.19
Senior Engineer	$39.28	162%	$63.63	$102.91	10.70%	$11.01	$113.92
Project Engineer	$36.09	162%	$58.46	$94.55	10.70%	$10.12	$104.67
Project Manager	$29.13	162%	$47.19	$76.32	10.70%	$8.17	$84.49
Staff Engineer	$21.98	162%	$35.60	$57.58	10.70%	$6.16	$63.74
Senior Engineering Technician	$18.79	162%	$30.44	$49.23	10.70%	$5.27	$54.50
Engineering Technician	$12.13	162%	$19.65	$31.78	10.70%	$3.40	$35.18
CADD Tech	$22.33	162%	$36.17	$58.50	10.70%	$6.26	$64.76
Technical Secretary	$15.42	162%	$24.98	$40.40	10.70%	$4.32	$44.72

NOTE: We are using the capped Fringe and Overhead amount of 162%

Scope of Services

Professional Engineering Services for Soil and Materials Testing

Price Schedule

Specific services shall include, but not limited to sampling and testing of soils, concrete, asphalt and various other constructions materials.

#	Item	Cost Per Unit
1	In-Place density tests (minimum 3 tests per trip)	$ 25.00
2	Standard or modified proctors	$ 90.00
3	Limerock Bearing Ratio tests (3 points)	$ 350.00
4	Compressive strength of concrete cylinders (4 per set, does not include Technician time)	$ 40.00
5	Compressive strength of soil-cement pills (4 per set)	$ 80.00
6	Asphalt extraction, gradation, & Marshall stability tests	$ 275.00
7	Core drilling & soils analysis (includes mobilization and borings)	Quoted Per Site

Steel Inspection

	Inspection	Price Per Unit
1	Inspection of Welds & Bolt Torquing A) At Plant A) At Job Site 1. One (1) Man Inspection Crew 2. Two (2) Men Inspection Crew	 $54.50/Hour $54.50/Hour $109.00/Hour
2	Reinforcing Steel Inspection	$54.50/Hour
3	Nondestructive Testing of Steel & Connections	Quoted Per Project/Hour

Geotechnical Investigations & Soil Testing

#	Item	Price Per Unit	Unit
1	Standard Penetration Test Borings (ASTM D-1586) (minimum 50 feet per job) A) 0-50 foot depth interval B) 50-100 foot depth interval C) 100-125 foot depth interval D) 125-150 foot depth interval	 $12.00 $15.00 $17.00 $19.00	Foot
2	Auger Borings (minimum 100 feet per job)	$ 12.00	Foot
3	Manual Auger Borings	$ 11.25	Foot
4	Drill Service from Floating Platform	$ 12,000.00	Each
5	Rock Coring, 0-50'	$ 30.00	Foot
6	Installation of Steel Casing	$ 8.00	Foot
7	Ground Penetrating Radar (8 Hour Day)	$ 2,000.00	Day
8	Cone Penetrometer Soundings 0-50'	$ 9.50	Foot
9	Dilatometer Soundings (Per Each Test, minimum 15 tests per sounding)	$ 150.00	Each Test
10	Atterberg Limits A) Liquid Limit (LL) - Plastic Limit (PL) B) Shrinkage Limit (SL)	 $80.00 $40.00	Sample
11	California Bearing Ratio	$ 350.00	Sample
12	Consolidation A) Consolidation with Reload	$ 500.00	Sample
13	Corrosion Resistance (pH and R)	$ 140.00	Sample
14	Field Density Tests (minimum 3 tests per trip)	$ 25.00	Each
15	Florida Bearing Value (FBCV)	$ 35.00	Sample
16	Florida Bearing Value Determination of Blend Proportions	$ 120.00	Sample
17	Grain Size: A) Hydro Analysis B) Sieve Analysis (Wash No. 200 Sieve)	 $ 85.00 $ 65.00	 Sample Sample
18	Ground Penetrating Radar (8 Hour Day)	$ 2,000.00	Day
19	Limerock Bearing Ratio (LBR) (3 point)	$ 350.00	Sample
20	Limerock Bearing Ratio (LBR) (5 point)	$ 425.00	Sample
21	Moisture Content	$ 12.50	Sample
22	Moisture Density Test (Standard or Modified Proctor)	$ 90.00	Sample
23	Monitor Well Installation - 2" or 4" PVC	$ 35.00 $ 40.00	Foot (2") Foot (4")

Geotechnical Investigations & Soil Testing

#	Item	Price Per Unit	Unit
24	Muck Probing 2 Man Crew 3 Man Crew	 $ 900.00 $ 1,300.00	 Day Day
25	Organic Content Determination	$ 35.00	Sample
26	pH	$ 30.00	Sample
27	Permeability Tests - Field (15', 2 depths) (Excluding auger borings & vertical permeability)	$ 700.00	Each
28	Permeability Tests - Laboratory Granular Soil Cohesive Soil (K>10-8 cm/sec)	 $200.00 $275.00	Sample
29	Soil-Cement, Field Testing & Observation	$ 35.18	Per Hour
30	Soil-Cement Laboratory Design Mixes (FOB Laboratory)	$ 400.00	Mix
31	Soil Plate Load Test (ASTM)	N/A	N/A
32	Specific Gravity	$ 60.00	Sample
33	Double Ring Infiltometer Test	$ 450.00	Hour
34	Relative Density Test	$ 100.00	Each
35	Triaxial Compression Test (CU) (3 points) Additional points	$750.00 $250.00	Each
36	Unconfined Compression Tests	$ 200.00	Sample
37	Undisturbed Thin-Walled Tube Sampling	$ 150.00	Tube
38	Unit Weight Determination	$ 30.00	Sample
39	Truck Mounted Equipment Mobilization	$ 350.00	Each
40	ATV/Mud Bug Mobilization	$ 400.00	Each
41	Track/Bombardier Mobilization	$ 1,800.00	Each
42	Amphibious Mobilization	Quoted Per Project	Each

Asphaltic Concrete Inspection Services

#	Item	Price Per Unit	Unit
1	Asphaltic Concrete Paving Plant Inspection (10 Hour Day)	$ 545.00	Day
2	Asphaltic Concrete Extraction & Marshall-Field Stability (FOB Lab)	$ 275.00	Sample
3	Asphaltic Concrete Extraction Gradation	$ 145.00	Sample
4	Asphaltic Concrete Extraction/Gradation & Marshall Stability (FOB Lab)	$ 275.00	Sample
5	Asphalt Marshall Stability	$ 130.00	Sample
6	Asphaltic Concrete Paving Design Mix, Stability Test, Job Mix Formula, Aggregate Test and Trail Batches	Quoted Per Project	Each
7	Hubbard-Field Stability	N/A	N/A
8	Marshall Stability (including void analysis & family of curves)	$ 350.00	Mix
9	Marshall Stability (all FAA requirements)	$ 350.00	Mix
10	Modified Marshall Stability (for use with emulsified asphalt's)	$ 170.00	Each
11	Coring Pavement for Density and/or Thickness	$ 175.00 $ 35.18	Mobilization Hour
12	Asphalt Core Density (core provided by others)	$ 28.00	Sample

Concrete Testing

	Concrete Aggregate Tests (FOB Lab)	Price Per Unit	Unit
1	Sieve Analysis, Fine or Coarse	$ 64.00	Sample
2	Absorption	$ 67.00	Sample
3	Specific Gravity	$ 67.00	Sample
4	Unit Weight	$ 45.00	Sample
5	Material Finer than No. 200 Sieve	$ 35.00	Sample
6	Organic (Color metric ASTM C-40)	$ 35.00	Sample
7	Salt Content	$ 35.00	Sample
8	Los Angeles Abrasion	$ 300.00	Sample
9	Soundness (5 cycle sodium sulfate) (5 cycle magnesium sulfate)	$275.00 $400.00	Sample
10	Masonry Mortar Strength Comparative, Sand or Water	$ 95.00	Sample
	Concrete Beams		
11	Flexural Strength, Making & Testing (3 Tests per set)	$ 125.00	Set
12	Compressive Strength, ASTM C-140, 5 Specimens	$ 55.00	Each
13	Absorption & Moisture Content, ASTM C-150, 5 Specimens	$ 35.00	Each
14	Compressive Strength Testing of Hollow Masonry Prisms ASTM E-477 (FOB)	$ 55.00	Prism
15	Compressive Strength Testing of Hollow Masonry Prisms with Grouted Cells, ASTM E-477	$ 70.00	Prism
16	Molding, Curing & Testing of 2" x 2" Masonry Mortar Cubes (set of 3 cubes)	$ 95.00	Set
17	Concrete Masonry Units, ASTM Test (5 Compression & 5 Absorption Tests)	$ 400.00	Set
	Concrete Coring		
18	Securing Structural or Pavement Cores, Compression Tests & Thickness	$ 175.00 $ 35.18	Mobilization Hour
19	Coring Site Accessible - Does not include mobilization charge, staging and/or scaffolding, (4" diameter or smaller, 6" thickness or less) Compressive Strength of Concrete Cores (cores provided by others)	$ 50.00	Each
	Grout Cubes		
20	Making & Compression Tests of 2" Cubes from Job Site (set of 3)	$ 95.00	Set

	Concrete Cylinders	Price Per Unit	Unit
21	Making & Compression Tests of 6" x 12" Cylinders (includes temp, slump, curing) (Set of 4 Cylinders) (Slump Test included and up to one hour of technician time)	$ 95.00	Set
22	Compression Tests of 6" x 12" or 4" x 8" Cylinders (Up to 4 per set)	$ 40.00	Set
23	Extra Slump Tests	$ 17.50	Each
24	Air Content Tests	$ 22.50	Each
	Concrete Design Mixes		
25	Concrete Design Mixes (including standard aggregate tests & one trial batch with 6 compression test cylinders)	$ 575.00	Mix
26	Brush/Loss (for soil cement basis) ASTM Durarock & pug mix	$ 850.00	Mix
27	Linear Shrinkage Tests of Concrete Block (ASTM 426)	$ 575.00	Set
	Concrete Ready Mix Plant or Job Inspection	$ 54.50	Hour
	Pre-Fabricated Panel Tests, ASTM or FHA	Quoted Per Project	Hour

NODARSE & ASSOCIATES, INC.

Seminole County Continuing Services Contract

Geotechnical Investigations & Soil Testing

No	Item	Price Per Unit	Unit
39	Truck Mounted Equipment Mobilization	$350.00	Each
40	ATV/Mud Bug Mobilization	$400.00	Each
41	Track/Bombardier Mobilization	$1,800.00	Each
42	Amphibious Mobilization	Quoted per project	Each

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT (PS-1074-06/TRJ)
PROFESSIONAL GEOTECHNICAL SERVICES AND
CONSTRUCTION MATERIAL TESTING AND INSPECTION

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on the 1st day of February, 2007, between **PROFESSIONAL SERVICE INDUSTRIES, INC.**, whose address is 1748 33rd Street, Orlando, Florida 32839, hereinafter referred to as "CONSULTANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, CONSULTANT and COUNTY entered into the above referenced Agreement on February 1, 2007 for professional geotechnical services and construction material testing and inspection; and

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

WHEREAS, Section 23 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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

1. Section 5 of the Agreement is amended to read:

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method", then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit "A". If a Work Order is issued for a "Fixed Fee Basis", then

the applicable Work Order Fixed Fee amount shall include any and all reimbursable expense.

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

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

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

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

PROFESSIONAL SERVICE INDUSTRIES, INC.

By: _____
JEFFREY H.M. BEGOVICH
Vice-President

Date: _____

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

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

AEC/lpk
2/26/08
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Attachment:
Exhibit "A" - Rate Schedule

Professional & Technical Services
Hourly Rates

	Classification	Hourly Rates
1	Principal Engineer/Scientist	$ 120.00
2	Registered Senior Engineer/Scientist	$ 105.50
3	Project Engineer/Scientist II	$ 97.00
4	Project Engineer/Scientist I	$ 97.00
5	Staff Engineeer/Scientist	$ 87.00
6	Engineering/Scientific Associate	$ 68.00
7	Senior Engineering Technician	$ 46.25
8	Engineering Technician	$ 43.50
9	Draftsman	$ 43.50
10	Technical Secretary	$ 39.00

FEE SCHEDULE

Labor Category	Raw Hourly Rate	Fringe and Overhead %	Fringe and Overhead Amount	Loaded Hourly Rate	Profit %	Profit Amount	Billing Rate
Principal Engineer	$41.50	61.79%	$67.14	$108.64	10.5%	$11.41	$120.05
Registered Senior Engineer	$36.50	61.79%	$59.05	$95.55	10.5%	$10.03	$105.58
Project Engineer	$33.50	61.79%	$54.20	$87.70	10.5%	$9.21	$96.91
Staff Engineer	$30.00	61.79%	$48.54	$78.54	10.5%	$8.25	$86.79
Engineering Associate	$23.50	61.79%	$38.02	$61.52	10.5%	$6.46	$67.98
Senior Engineering Technician	$16.00	61.79%	$25.89	$41.89	10.5%	$4.40	$46.29
Engineering Technician	$15.00	61.79%	$24.27	$39.27	10.5%	$4.21	$43.39
Draftsman	$15.00	61.79%	$24.27	$39.27	10.5%	$4.21	$43.39
Technical Secretary	$13.50	61.79%	$21.84	$35.34	10.5%	$3.71	$39.05

Note: ***Rounded all billing rates up or down to match those listed under the Professional & Technical Services Hourly Rates.***

Scope of Services
Professional Engineering Services for Soil and Materials Testing

Price Schedule

Specific services shall include, but not limited to sampling and testing of soils, concrete, asphalt and various other constructions materials.

#	Item	Cost per Unit
1	In-Place density tests	$ 25.00
2	Standard or modified proctors	$ 85.00
3	Limerock Bearing Ratio tests (3 points)	$ 290.00
4	Compressive strength of concrete cylinders (4 per set)	$ 85.00
5	Compressive strength of soil-cement pills (4 per set)	$ 68.00
6	Asphalt extraction, gradation, & Marshall stability tests	$ 225.00
7	Core drilling & soils analysis	$ 200.00

psi

Steel Inspection

	Inspection	Price per Unit
1	Inspection of Welds & Bolt Torquing	
	A) At Plant	$ 66.00/hour
	B) At Job Site	
	1. One (1) Man Inspection Crew	$ 66.00/hour
	2. Two (2) Men Inspection Crew	$ 132.00/hour
2	Reinforcing Steel Inspection	$ 48.00
3	Nondestructive Testing of Steel & Connections	$ 80.00

psi

Asphaltic Concrete Inspection Services

#	Item	Price per Unit	Unit
1	Asphaltic Concrete Paving Plant Inspection	$54.00	hour
2	Asphaltic Concrete Extraction & Hubbard-Field Stability (FOB Lab)	$300.00	each
3	Asphaltic Concrete Extraction Gradation	$120.00	each
4	Asphaltic Concrete Extraction/Gradation & Marshall Stability (FOB Lab)	$210.00	each
5	Asphalt Marshall Stability	$106.00	each
6	Asphaltic Concrete Paving Design Mix, Stability Test, Job Mix Formula, Aggregate Test and Trail Batches	$2,600.00	each
7	Hubbard-Field Stability	$180.00	each
8	Marshall Stability (including void analysis & family of curves)	$210.00	each
9	Marshall Stability (all F.A.A. requirements)	$210.00	each
10	Modified Marshall Stability (for use with emulsified asphalt's)	$210.00	each
11	Coring Pavement for Density and/or Thickness	$26.00	each
12	Asphalt Core Density (core provided by others)	$15.00	each

psi

Geotechnical Investigations & Soil Testing

#	Item	Price per Unit	Unit
1	Standard Penetration Test Borings (ASTM D-1586) (minimum 50 feet per job)		
	A) 0-50 foot depth interval	$9.00	
	B) 50-100 foot depth interval	$10.50	
	C) 100-125 foot depth interval	$28.00	
	D) 125-150 foot depth interval	$28.00	lineal foot
2	Auger Borings (minimum 100 feet per job)	$9.00	lineal foot
3	Manual Auger Borings	$38.00	hour
4	Drill Service from Floating Platform	negotiated	
5	Rock Coring	$65.00	lineal foot
6	Installation of Steel Casing (temporary)	$6.00	foot
7	Ground Penetrating Radar	$2,000.00	day
8	Cone Penetrometer Soundings	$15.00	foot
9	Dilatometer Soundings	$120.00	each
10	Atterberg Limits		
	A) Liquid Limit (LL) - Plastic Limit (PL)	$75.00	
	B) Shrinkage Limit (SL)	$75.00	each
11	California Bearing Ratio	$290.00	each
12	Consolidation		
	A) Consolidation with Reload	$600.00	each
13	Corrosion Resistance (pH and R)	$100.00	each
14	Field Density Tests (minimum 3 tests per trip)	$25.00	each
15	Florida Bearing Value (FBCV)	$30.00	each
16	Florida Bearing Value Determination of Blend Proportions	$50.00	each
17	Grain Size:		
	A) Hydro Analysis	$135.00	
	B) Sieve Analysis (Wash No. 200 Sieve)	$40.00	each
18	Ground Penetrating Radar	$2,000.00	day
19	Limerock Bearing Ratio (LBR) (3 point)	$290.00	each
20	Limerock Bearing Ratio (LBR) (5 point)	$300.00	each
21	Moisture Content	$15.00	each
22	Moisture Density Test (Standard or Modified Proctor)	$85.00	each
23	Monitor Well Installation - 2" or 4" PVC	$35.00	foot

24	Muck Probing: 2 Man Crew 3 Man Crew	 $600.00 $900.00	 day
25	Organic Content Determination	$40.00	each
26	pH	$42.00	each
27	Permeability Tests - Field (15', 2 depths) (Excluding auger borings & vertical permeability)	$350.00	each
28	Permeability Tests - Laboratory Granular Soil Cohesive Soil	 $160.00 $320.00	 each
29	Soil-Cement, Field Testing & Observation	$48.00	hour
30	Soil-Cement Laboratory Design Mixes (FOB Laboratory) (short cut method)	$1,500.00 $3,000.00	each w/freeze thaw
31	Soil Plate Load Test (ASTM)	$1,100.00	each
32	Sepcific Gravity	$60.00	each
33	Double Ring Infiltometer Test	$450.00	each
34	Relative Density Test	$140.00	each
35	Triaxial Compression Test (CU) (3 points) Additional points	$350.00	 per point
36	Unconfined Compression Tests	$85.00	each
37	Undisturbed Thin-Walled Tube Sampling	$130.00	0'-50' each
38	Unit Weight	$60.00	each
39	Turck Mounted Equipment Mobilization	$250.00	each
40	ATV/Mud Bug Mobilization	$450.00	each
41	Track/Bombardier Mobilization	(quoted on a per project basis)	
42	Amphibious Mobilization	(quoted on a per project basis)	

Concrete Testing

	Concrete Aggregate Tests (FOB Lab)	Price per Unit	Unit
1	Sieve Analysis, Fine or Coarse	$ 50.00	each
2	Absorption	$ 15.00	each
3	Specific Gravity	$ 60.00	each
4	Unit Weight	$ 35.00	each
5	Material Finer than No. 200 Sieve	$ 35.00	each
6	Organic (Color metric ASTM C-40)	$ 45.00	each
7	Salt Content	$ 100.00	each
8	Los Angeles Abrasion	$ 300.00	each
9	Soundness (5 cycle sodium sulfate) (5 cycle magnesium sulfate)	$ 110.00	each
10	Masonry Mortar Strength Comparative, Sand or Water	$ 1,000.00	each
	Concrete Beams		
11	Flexural Strength, Making & Testing (3 Tests per set)	$ 150.00	set
12	Compressive Strength, ASTM C-140, 5 Specimens	$ 250.00	set
13	Absorption & Moisture Content, ASTM C-150, 5 Specimens	$ 75.00	set
14	Compressive Strength Testing of Hollow Masonry Prisms ASTM E-477 (FOB)	$ 75.00	each
15	Compressive Strength Testing of Hollow Masonry Prisms with Grouted Cells, ASTM E-477	$ 110.00	each
16	Molding, Curing & Testing of 2" x 2" Masonry Mortar Cubes (set of 3 cubes)	$ 85.00	set
17	Concrete Masonry Units, ASTM Test (5 Compression & 5 Absorption Tests)	$ 300.00	set
	Concrete Coring		
18	Securing Structural or Pavement Cores, Compression Tests & Thickness	$ 90.00	core
19	Coring Site Accessible - Does not include mobilization charge, staging and/or scaffolding, (4" diameter or smaller, 6" thickness or less) Compressive Strength of Concrete Cores (cores provided by others)	$ 65.00	core
	Grout Cubes		
20	Making & Compression Tests of 2" Cubes from Job Site (set of 3)	$ 85.00	set

psi

	Concrete Cylinders			
21	Making & Compression Tests of 6" x 12" Cylinders (Slump Test included)	$	85.00	set of 4
22	Compression Tests of 6" x 12" Cylinders	$	22.00	each
23	Extra Slump Tests	$	15.00	each
24	Air Content Tests	$	15.00	each
	Concrete Design Mixes			
25	Concrete Design Mixes (including standard aggregate tests & one trial batch with 6 compression test cylinders)	$	1,900.00	each
26	Brush/Loss (for soil cement basis) ASTM Durarock & pug mix	$	1,400.00	each
27	Linear Shrinkage Tests of Concrete Block (ASTM 426)	$	700.00	each
	Concrete Ready Mix Plant or Job Inspection	$	66.00	hour
	Pre-Fabricated Panel Tests, ASTM or FHA	$	66.00	hour

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Construction Contract: CC-2938-07/VFT - Orange Boulevard Utility Adjustments & Roadway Improvements

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Vagillia Taylor **EXT:** 7122

MOTION/RECOMMENDATION:
Award CC-2938-07/VFT - Orange Boulevard Utility Adjustments & Roadway Improvements to Southern Site Works, Inc., Zephyrhills, FL, in the amount of $6,645,961.00, for all labor, materials, equipment, tools, transportation, services and incidentals required to perform all work necessary to construct Water Mains, Force Mains, Reclaimed Water Mains, Storm Sewer systems, remove and/or place out of service existing utilities, roadway realignment and widening, roadway milling and resurfacing and associated tasks for the project. This Project is located in Northwest Seminole County, Florida, along Orange Boulevard from State Road 46A to State Road 46.

County-wide Ray Hooper

BACKGROUND:

CC-2938-07/VFT - Orange Boulevard Utility Adjustments & Roadway Improvements will provide for all labor, materials, equipment, tools, transportation, services and incidentals required to perform all work necessary to construct Water Mains, Force Mains, Reclaimed Water Mains, Storm Sewer systems, remove and/or place out of service existing utilities, roadway realignment and widening, roadway milling and resurfacing and associated tasks for the project. This Project is located in Northwest Seminole County, Florida, along Orange Boulevard from State Road 46A to State Road 46.

The project was publicly advertised and the County received eleven (11) responsive bids. The Review Committee consisting of Hugh Sipes, Project Manager, Environmental Services - PEI; Dennis Westrick, Manager, Environmental Services - PEI; and Antoine Khoury, Principal Engineer, Public Works - Engineering; reviewed the responses. Consideration was given to A+B bid price computation, qualifications and experience.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, Southern Site Works, Inc., in the amount of $6,645,961.00. The completion time for this project is 460 days for substantial completion and 30 days to final, for a total agreement time of 490 calendar days from issuance of the Notice to Proceed by the County. The backup documentation includes the Tabulation Sheet.

This is a budgeted project and funds are available in the following account lines: $1,440,956.00 from 0087817.560650 (W/S $158M Debt Proceeds/Construction in Progress); CIP No. 00207801 (Orange Blvd. Utility Adjustments); $1,440,956.00 from 0087817.560650 (W/S $158M Debt Proceeds/Construction in Progress); CIP No. 00217701 (Orange Blvd.

Utility Adjustments); $1,440,956.00 from 0087817.560650 (W/S $158M Debt Proceeds/Construction in Progress); CIP No. 00247901 (Orange Blvd. Utility Adjustments); $2,323,093.00 from 077541.560650 (Engineering/Construction in Progress); CIP No. 191636 (ENG-CR431 (Orange Blvd).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-2938-07/VFT - Orange Boulevard Utility Adjustments & Roadway Improvements to Southern Site Works, Inc., Zephyrhills, FL, in the amount of $6,645,961.00, for all labor, materials, equipment, tools, transportation, services and incidentals required to perform all work necessary to construct Water Mains, Force Mains, Reclaimed Water Mains, Storm Sewer systems, remove and/or place out of service existing utilities, roadway realignment and widening, roadway milling and resurfacing and associated tasks for the project. This Project is located in Northwest Seminole County, Florida, along Orange Boulevard from State Road 46A to State Road 46.

ATTACHMENTS:

1. CC-2938-07 Award Agreement to Southern Site Works, Inc.
2. CC-2938-07 Agenda Backup

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

CONSTRUCTION SERVICES AGREEMENT
ORANGE BOULEVARD UTILITY ADJUSTMENTS AND ROADWAY IMPROVEMENTS
(CC-2938-07/VFT)

THIS AGREEMENT is dated as of the ____ day of _____ 20___, by and between **SOUTHERN SITE WORKS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 4639 Bough Road, Zephyrhills, Florida 33541, 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". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and the solicitation package and all addenda thereto. The Work is generally described as Orange Boulevard Utility Adjustments and Roadway Improvements.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean PEC/Professional Engineering Consultants, Inc., whose address is 200 E. Robinson Avenue, Suite 1560, Orlando, Florida 32801.

(b) "CEI" is the Seminole County Engineer or COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall mean CH2M Hill whose address is 510 W. Lake Mary Boulevard, Sanford, Florida 32773.

SECTION 3. CONTRACT TIME.

(a) All provisions regarding Contract Time are essential to the performance of this Agreement.

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within four hundred sixty (460) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling Items of Work in accordance with the Project Schedule.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in

the Supplementary Conditions.

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is SIX MILLION SIX HUNDRED FORTY-FIVE THOUSAND NINE HUNDRED SIXTY-ONE AND NO/100 DOLLARS ($6,645,961.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to its responsibilities to coordinate and sequence the Work of CONTRACTOR with the work of COUNTY with its own forces, the work of other utility contractors, and the work of others at the Project site.

SECTION 5. PAYMENT PROCEDURES.

(a) *Application for Payment*. CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

(b) *Progress Payments*. COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) *Final Payment.* Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

SECTION 6. ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage will be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the

amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

SECTION 7. CONTRACTOR'S REPRESENTATIONS. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and weather; utility locations; all local conditions; Chapter 220, Part 1, "Purchasing Code", Seminole County Code; federal, state, and local laws; and ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent), and all other Underground

Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement, acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine", and acknowledges that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by COUNTY, ENGINEER, or any agent relating to compliance with the Contract Documents shall not

operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) CONTRACTOR declares and agrees that COUNTY may require him to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be defective or fail in any way to comply with the Contract Documents. CONTRACTOR acknowledges that the above two (2) year repair, replace, and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) CONTRACTOR's resident Superintendent at the Work site shall be GARY RANDALL, and this Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager after following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that it shall be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both by any governmental entity, district, or authority, or other jurisdictional entity, relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints, related to alleged damage caused by CONTRACTOR's performance of the Work, within ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that county-owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

SECTION 8. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:

(1) This Agreement;

(2) Bid Form, attached hereto as Exhibit A;

(3) Trench Safety Act, attached hereto as Exhibit B; and

(4) American with Disabilities Act Affidavit, attached hereto as Exhibit C;

(b) As the Project progresses, additional documents shall become part of the Agreement between COUNTY and CONTRACTOR. These documents are:

(1) Performance Bond;

(2) Payment Bond;

(3) Material and Workmanship Bond;

(4) Specifications;

(5) Technical Specifications Provided in these Contract Documents;

(6) General Conditions;

(7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;

(8) Notice to Proceed;

(9) Change Orders;

(10) Certificate of Substantial Completion;

(11) Certificate of Final Inspection;

(12) Certificate of Engineer;

(13) Certificate of Final Completion;

(14) Contractor's Release;

(15) Drawings and Plans;

(16) Supplemental Agreements;

(17) Contractor's Waiver of Lien (Partial);

(18) Contractor's Waiver of Lien (Final and Complete);

(19) Subcontractor/Vendor's Waiver of Lien (Final and Complete);

(20) Consent of Surety to Final Payment;

(21) Instructions to Bidders; and

(22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

(c) There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

SECTION 9. LIQUIDATED DAMAGES.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the

traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($2,500.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if CONTRACTOR has abandoned the Work.

SECTION 10. MISCELLANEOUS.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and any such assignment shall be void and of no effect. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

SECTION 11. CONTRACTOR'S SPECIFIC CONSIDERATION. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

SECTION 12. NOTICES. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for

receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Environmental Services Department
500 W. Lake Mary Boulevard
Sanford, FL 32773

For CONTRACTOR:

Southern Site Works, Inc.
4639 Bough Road
Zephyrhills, FL 33541

SECTION 13. 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. (See County Personnel Policy 4.10(F).)

(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.

SECTION 14. MATERIAL BREACHES OF AGREEMENT.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

SOUTHERN SITE WORKS

By:_____
DAVID REAMER, President

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

By:_____
BRENDA CAREY, Chairman

Date:_____

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

AEC/lpk/sjs
12/11/07; 1/4/08; 3/3/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\CC-2938-07 - Southern Site Works.doc

Attachments:
- Exhibit A - Bid Form
- Exhibit B - Trench Safety Act
- Exhibit C - American with Disabilities Act Affidavit

"EXHIBIT A"

BID FORM
(A+B BID)

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: Orange Boulevard Utility Adjustments and Roadway Improvements
COUNTY CONTRACT NO.: CC-2938-07/VFT

Name of Bidder: Southern Site Works, Inc.

Mailing Address: 4639 Bough Road

Street Address: 4639 Bough Road

City/State/Zip: Zephyrhills, Florida 33541

Phone Number: 813-788-6087

FAX Number: 813-788-6156

TO: Purchasing Division of Seminole County, Florida

Pursuant to and m compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions,affecting the performance of the Work, and -the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and famish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 5, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or

corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents from the COUNTY directly or via the website (www.seminolecountyfl.gov/purchasing).

BID FORM
(A+B BID)

PROJECT: Orange Boulevard Utility Adjustments and Roadway Improvements

COUNTY CONTRACT NO.: CC-2938-07/VFT

TO: Board of County Commissioners
Seminole County, Florida

Pursuant to and in compliance with the Instructions to Bidders, the undersigned computes the A+B computation as follows:

(a) **The COUNTY specifies the maximum Contract Time for Substantial Completion as** 570 Days. **Bids may not exceed the maximum amount of 570 days. The contract time on the bid form, as submitted by the bidder, shall be the amount of time the bidder has proposed for substantial completion only. The County will provide a set term of 30 days for Final Completion.**

(b) The COUNTY specifies the UC as $2500.00 per Day.

(c) A+B computation = A + (B x UC)

Where:

A = Bidder's Total Bid $6,645,877.00

B = Bidder's Contract Time 460 Days.

A+B COMPUTATION 7,795,877.00
Numbers

Seven Million Seven Hundred Ninety Five Thousand Eight Hundred Seventy Seven Dollars and No Cents

(IN WORDS)

(A+B computation is used only to determine the Apparent Low Bidder).

(d) The Total Amount of Bid stated below must be the same as "A" Bidder's Total Bid as set forth in the Bidder's A+B Bid formula. This sum shall be the Contract Price if a contract is awarded.

(f) The Bidder's Contract Time is the same as "B" Bidder's Contract Time as set forth in the Bidder's A+B Bid formula. The number of Days stated in the Bidder's A+B Bid formula shall be the Contract Time needed for Substantial Completion.

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID: 7,795,877.00
(Must equal "A" in the Bidder's A+B formula) Numbers

Seven Million Seven Hundred Ninety Five Thousand Eight Hundred Seventy Seven Dollars and No Cents

(IN WORDS)

CONTRACT TIME: 460
(Must equal "B" in the Bidder's A+B formula) Number of Days

Four Hundred Sixty Days

(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of $250.00, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

The Bidder acknowledges the receipt, execution, and return of the following forms:

Section 00100 - Bid Forms, including alternates and addendum, if any.
Section 00 1 50 - Trench Safety Act Form
Section 00 1 60 - Bidder Information Forms (Including W-9)
Section 00300 - Non-Collusion Affidavit of Bidder Form
Section 003 1 0 - Certification of Nonsegregated Facilities Form
Section 00330 - Drug-Free Workplace Form
Section 00630 - Americans with Disabilities Act Form

Additional Documents to be included:
Public Entity Crimes Form
Bid Bond / Bid Security
References

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 13th day of February 2008

Southern Site Works, Inc.
(Name of BIDDER)

(Signature of person signing this BID FORM)

David A. Reamer
(Printed name of person signing this BID FORM)

President/ Owner
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS " Bidder's Bond"

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORID

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's *fees and* costs (including attorney's *fees and* costs on appeals) incurred with or without suit.

BID SUMMARY

ORANGE BOULEVARD (CR 431)

SEMINOLE COUNTY
ROADWAY PAY ITEMS
SIGNING AND PAVEMENT MARKINGS (AND SIGNALIZATION) PAY ITEMS
ENVIRONMENTAL SERVICES

SECTION	BID SUBTOTAL	
General	$529,850.00	
Environmental Services		
Water Mains	$ 1,636,092.50	
Force Mains	$ 1,149,960.00	
Reclaimed Water Mains	$ 896,012.50	
Paving and Restoration	$ 296,400.00	
Subtotal Environmental Services	$ 4,508,315.00	
Public Works		
Roadway	$ 2,015,422.45 2,015,502.45	VFT
Signing and Pavement Markings	$ 122,139.55	
Subtotal Public Works	$ 2,137,562.00	
TOTAL BID AMOUNT	$ 6,645,877.00 6,645,961.00	VFT

SEMINOLE COUNTY
ORANGE BOULEVARD (CR 431)
BID FORM
GENERAL (ROADWAY AND UTILITY) PAY ITEMS

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
			GENERAL (ROADWAY AND UTILITY) PAY ITEMS		
1	LS	1	MOBILIZATION Three Hundred Eighteen Thousand Eight Hundred Fifty	318,850.00	318,850.00
2	LS	1	CLEARING AND GRUBBING Sixty Eight Thousand Five Hundred Dollars and No Cents	68,500.00	68,500.00
3	LS	1	MAINTENANCE OF TRAFFIC One Hundred Forty Two Thousand Five Hundred Dollars and No Cents	142,500.00	142,500.00
Subtotal General					529,850.00

SEMINOLE COUNTY
ORANGE BOULEVARD (CR 431)
BID FORM
UTILITY PAY ITEMS

			WATER MAINS		
5	LF	9500	FURNISH AND INSTALL 24-INCH PVC WATER MAIN Sixty Two Dollars and Seventy Five Cents	62.75	5965,125.00
6	LF	500	FURNISH AND INSTALL 24-INCH DIP WATER MAIN Seventy Five Dollars and Seventy Five Cents	75.75	37,875.00
7	LF	100	FURNISH AND INSTALL 16-INCH PVC WATER MAIN Thirty Seven Dollars and Fifty Cents	37.50	3,750.00
8	LF	200	FURNISH AND INSTALL 16-INCH DIP WATER MAIN Forty Six Dollars and Ninety Five Cents	46.95	9,390.00
9	LF	100	FURNISH AND INSTALL 12-INCH PVC WATER MAIN Twenty Nine Dollars and Fifty Cents	29.50	2,950.00
10	LF	110	FURNISH AND INSTALL 12-INCH DIP WATER MAIN Thirty Eight Dollars and Ninety Five Cents	38.95	4,284.50
11	LF	100	FURNISH AND INSTALL 8-INCH PVC WATER MAIN Nineteen Dollars and Ninety Five Cents	19.95	1,995.00
12	LF	600	FURNISH AND INSTALL 8-INCH DIP WATER MAIN Twenty Six Dollars and Ninety Five Cents	26.95	16,170.00
13	LF	20	FURNISH AND INSTALL 6-INCH PVC WATER MAIN Thirteen Dollars and Twenty Five Cents	13.25	265.00
14	LF	20	FURNISH AND INSTALL 6-INCH DIP WATER MAIN Eighteen Dollars and Ninety Five Cents	18.95	379.00

SEMINOLE COUNTY
ORANGE BOULEVARD (CR 431)
BID FORM
UTILITY PAY ITEMS

15	LF	20	FURNISH AND INSTALL 4-INCH PVC WATER MAIN Nine Dollars and Ninety Five Cents	9.95	199.00
16	LF	25	FURNISH AND INSTALL 4-INCH DIP WATER MAIN Seventeen Dollars and Fifty Cents	17.50	437.50
17	LF	50	FURNISH AND INSTALL 2-INCH PVC WATER MAIN Seven Dollars and Fifty Cents	7.50	375.00
18	LF	150	FURNISH AND INSTALL 2-INCH DIP WATER MAIN Eight Dollars and Ninety Five Cents	8.95	1,342.50
19	EA	18	FURNISH AND INSTALL 24-INCH GATE VALVE Twelve Thousand Three Hundred Fifty Dollars and No Cents	12,350.00	222,300.00
20	EA	2	FURNISH AND INSTALL 16-INCH GATE VALVE Five Thousand Six Hundred Fifty Dollars and No Cents	5,650.00	11,300.00
21	EA	1	FURNISH AND INSTALL 12-INCH GATE VALVE One Thousand Nine Hundred Twenty Five Dollars and No Cents	1,925.00	1,925.00
22	EA	8	FURNISH AND INSTALL 8-INCH GATE VALVE One Thousand One Hundred Twenty Five Dollars and No Cents	1,125.00	9,000.00
23	EA	1	FURNISH AND INSTALL 6-INCH GATE VALVE Seven Hundred Ninety Five Dollars and No Cents	795.00	795.00
24	EA	4	FURNISH AND INSTALL 2-INCH GATE VALVE Three Hundred Seventy Five Dollars and No Cents	375.00	1,500.00
25	TONS	70	FURNISH AND INSTALL DI FITTINGS AND RESTRAINT One Thousand Nine Hundred Twenty Five Dollars and No Cents	1,925.00	134,750.00

SEMINOLE COUNTY
ORANGE BOULEVARD (CR 431)
BID FORM
UTILITY PAY ITEMS

26	EA	2	FURNISH AND INSTALL 16-INCH WET TAP WITH VALVE Two Thousand Four Hundred Fifty Dollars and No Cents	2,450.00	4,900.00
27	EA	5	FURNISH AND INSTALL 12-INCH WET TAP WITH VALVE One Thousand Five Hundred Twenty Five Dollars and No Cents	1,525.00	7,625.00
28	EA	6	FURNISH AND INSTALL 8-INCH WET TAP WITH VALVE One Thousand Two Hundred Fifty Dollars and No Cents	1,250.00	7,500.00
29	EA	1	FURNISH AND INSTALL 2-INCH WET TAP WITH VALVE Five Hundred Fifty Dollars and No Cents	550.00	550.00
30	EA	1	FURNISH AND INSTALL 16-INCH LINE STOP WITH VALVE Eight Thousand One Hundred Fifty Dollars and No Cents	8,150.00	8,150.00
31	EA	4	FURNISH AND INSTALL 12-INCH LINE STOP WITH VALVE Five Thousand Five Hundred Fifty Dollars and No Cents	5,550.00	22,200.00
32	EA	6	FURNISH AND INSTALL 8-INCH LINE STOP WITH VALVE Three Thousand Eight Hundred Fifty Dollars and No Cents	3,850.00	23,100.00
33	EA	1	FURNISH AND INSTALL 2-INCH LINE STOP WITH VALVE One Thousand Two Hundred Dollars and No Cents	1,200.00	1,200.00
34	EA	1	FURNISH AND INSTALL BLOW OFF ASSEMBLY Eight Hundred Fifty Dollars and No Cents	850.00	850.00
35	EA	5	FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY Five Thousand One Hundred Fifty Dollars and No Cents	5,150.00	25,750.00
36	EA	6	RELOCATE FIRE HYDRANT ASSEMBLY Five Hundred Seventy Five Dollars and No Cents	575.00	3,450.00

SEMINOLE COUNTY
ORANGE BOULEVARD (CR 431)
BID FORM
UTILITY PAY ITEMS

37	LF	440	FURNISH AND INSTALL 42-INCH STEEL CASING (JACK & BORE)	625.00	275,000.00
37A	LF	70	FURNISH AND INSTALL 30-INCH STEEL CASING (JACK & BORE)	395.00	27,650.00
37B	LF	255	FURNISH AND INSTALL 20-INCH STEEL CASING (JACK & BORE)	350.00	89,250.00
38	LF	100	FURNISH AND INSTALL 4-INCH PVC (JACK & BORE)	68.50	6,850.00
39	LF	8200	TAKE OUT OF SERVICE AND REMOVE WATER MAIN	4.75	38,950.00
40	LF	2100	TAKE OUT OF SERVICE AND GROUT WATER MAIN	6.25	13,125.00
41	EA	23	RECONNECT EXISTING WATER SYSTEM CONNECTIONS	995.00	22,885.00
Subtotal Water Main					1,636,092.50
			FORCE MAINS		
42	LF	8000	FURNISH AND INSTALL 24-INCH PVC FORCE MAIN AND PVC FITTINGS Seventy Four Dollars and Fifty Cents	74.50	596,000.00
43	LF	2500	FURNISH AND INSTALL 16-INCH PVC FORCE MAIN AND PVC FITTINGS Thirty Six Dollars and Fifty Cents	36.50	91,250.00
44	LF	140	FURNISH AND INSTALL 8-INCH PVC FORCE MAIN AND PVC FITTINGS Thirty Three Dollars and Seventy Five Cents	33.75	4,725.00

SEMINOLE COUNTY
ORANGE BOULEVARD (CR 431)
BID FORM
UTILITY PAY ITEMS

45	LF	130	FURNISH AND INSTALL 6-INCH PVC FORCE MAIN AND PVC FITTINGS Twenty Nine Dollars and Seventy Five Cents	29.75	3,867.50
46	LF	80	FURNISH AND INSTALL 4-INCH PVC FORCE MAIN AND PVC FITTINGS Eighteen Dollars and Fifty Cents	18.50	1,480.00
47	EA	6	FURNISH AND INSTALL 24-INCH PLUG VALVE Eighteen Thousand Two Hundred Fifty Dollars and No Cents	18,250.00	109,500.00
48	EA	1	FURNISH AND INSTALL 8-INCH PLUG VALVE Two Thousand Three Hundred Fifty Dollars and No Cents	2,350.00	2,350.00
49	EA	8	FURNISH AND INSTALL 6-INCH PLUG VALVE One Thousand Six Hundred Seventy Five Dollars and No Cents	1,675.00	13,400.00
50	EA	3	FURNISH AND INSTALL 16-INCH WET TAP WITH VALVE Three Thousand Two Hundred Fifty Dollars and No Cents	3,250.00	9,750.00
51	EA	1	FURNISH AND INSTALL 8-INCH WET TAP WITH VALVE One Thousand One Hundred Seventy Five Dollars and No Cents	1,175.00	1,175.00
52	EA	1	FURNISH AND INSTALL 6-INCH WET TAP WITH VALVE One Thousand Two Hundred Fifty Dollars and No Cents	1,250.00	1,250.00
53	EA	2	FURNISH AND INSTALL 16-INCH LINE STOP WITH VALVE Eight Thousand Dollars and No Cents	8,000.00	16,000.00
54	LF	200	FURNISH AND INSTALL 42-INCH STEEL CASING (JACK & BORE) Six Hundred Twenty Five Dollars and No Cents	625.00	125,000.00
55	LF	200	FURNISH AND INSTALL 30-INCH STEEL CASING (JACK & BORE) Three Hundred Ninety Five Dollars and No Cents	395.00	79,000.00

SEMINOLE COUNTY
ORANGE BOULEVARD (CR 431)
BID FORM
UTILITY PAY ITEMS

56	EA	7	FURNISH AND INSTALL AIR RELEASE VALVE ASSEMBLY Three Thousand Six Hundred Fifty Dollars	3,650.00	25,550.00
57	LF	8800	TAKE OUT OF SERVICE AND REMOVE FORCE MAIN Five Dollars and Twenty Five Cents	5.50	48,400.00
58	LF	350	TAKE OUT OF SERVICE AND GROUT FORCE MAIN Six Dollars and Seventy Five Cents	6.75	2,362.50
59	EA	14	RECONNECT EXISTING FORCE MAIN SYSTEM CONNECTIONS One Thousand Three Hundred Fifty Dollars and No Cents	1,350.00	18,900.00
Subtotal Force Main					1,149,960.00
			RECLAIMED WATER MAINS		
60	LF	3200	FURNISH AND INSTALL 20-INCH PVC RECLAIMED WATER Forty Nine Dollars and Seventy Five Cents	49.75	159,200.00
61	LF	250	FURNISH AND INSTALL 20-INCH DIP RECLAIMED WATER MAIN Sixty Six Dollars and Seventy Five Cents	66.75	16,687.50
62	LF	7000	FURNISH AND INSTALL 16-INCH PVC RECLAIMED WATER MAIN Thirty Four Dollars and Fifty Cents	34.50	241,500.00
63	LF	540	FURNISH AND INSTALL 16-INCH DIP RECLAIMED WATER MAIN Fifty Seven Dollars and Twenty Five Cents	57.25	30,915.00
64	LF	40	FURNISH AND INSTALL 12-INCH DIP RECLAIMED WATER MAIN Thirty Eight Dollars and Fifty Cents	38.50	1,540.00
65	LF	100	FURNISH AND INSTALL 10-INCH DIP RECLAIMED WATER MAIN Twenty Nine Dollars and Ninety Five Cents	29.95	2,995.00

SEMINOLE COUNTY
ORANGE BOULEVARD (CR 431)
BID FORM
UTILITY PAY ITEMS

66	EA	7	FURNISH AND INSTALL 20-INCH GATE VALVE Nine Thousand Nine Hundred Fifty Dollars and No Cents	9,950.00	69,650.00
67	EA	10	FURNISH AND INSTALL 16-INCH GATE VALVE Five Thousand Six Hundred Fifty Dollars and No Cents	5,650.00	56,500.00
68	EA	1	FURNISH AND INSTALL 12-INCH GATE VALVE One Thousand Nine Hundred Twenty Five Dollars and No Cents	1,925.00	1,925.00
69	TONS	20	FURNISH AND INSTALL D.I.. FITTINGS AND RESTRAINT Three Thousand One Hundred Fifty Dollars and No Cents	3,150.00	63,000.00
70	LF	60	FURNISH AND INSTALL 36-INCH STEEL CASING (JACK & BORE) Five Hundred Seventy Five Dollars and No Cents	575.00	34,500.00
71	LF	60	FURNISH AND INSTALL 30-INCH STEEL CASING (JACK & BORE) Three Hundred Ninety Five Dollars and No Cents	395.00	23,700.00
72	LF	50	FURNISH AND INSTALL 24-INCH STEEL CASING (JACK & BORE) Three Hundred Seventy Five Dollars and No Cents	375.00	18,750.00
73	EA	8	FURNISH AND INSTALL AIR RELEASE VALVE ASSEMBLY Three Thousand Six Hundred Fifty Dollars and No Cents	3,650.00	29,200.00
74	LF	21000	FURNISH AND INSTALL 2-INCH CONDUIT AND PULL BOXES Six Dollars and Ninety Five Cents	6.95	145,950.00
Subtotal Reclaimed Water Mains					896,012.50

SEMINOLE COUNTY
ORANGE BOULEVARD (CR 431)
BID FORM
UTILITY PAY ITEMS

			PAVING AND RESTORATION		
75	SY	4500	REMOVE AND REPLACE ASPHALT PAVING Twenty Seven Dollars and Ninety Five Cents	27.95	125,775.00
76	SY	1000	REMOVE AND REPLACE PAVED DRIVEWAYS Twenty Eight Dollars and Ninety Five Cents	28.95	28,950.00
77	SY	700	REMOVE AND REPLACE STABILIZED DRIVEWAYS Nine Dollars and Twenty Five Cents	9.25	6,475.00
78	SY	2800	REMOVE AND REPLACE CONCRETE SIDEWALK Thirty Six Dollars and Fifty Cents	36.50	102,200.00
79	LF	1100	REMOVE AND REPLACE DRAINAGE PIPE Thirty Dollars and No Cents	30.00	33,000.00
Subtotal Paving and Restoration					
Total Bid Environmental Services					4,508,315.00

SEMINOLE COUNTY
ORANGE BOULEVARD (CR 431)
BID FORM
ROADWAY PAY ITEMS

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
104-1	SY	464	ARTIFICIAL COVERINGS FOR EROSION CONTROL Twelve Dollars and Fifty Cents	12.50	5,800.00
104-4	AC	10.7	MOWING Three Hundred Twenty Five Dollars and No Cents	325.00	3,477.50
104-10-2	LF	2010	SYNTHETIC BALE Six Dollars and Seventy Five Cents	6.75	13,567.50
104-13-1	LF	55050	STAKED SILT FENCE (TYPE 111) One Dollar and No Cents	1.00	55,050.00
104-16	EA	180	ROCK BAGS Nine Dollars and Ninety Five Cents	9.95	1,791.00
120-1	CY	12909	REGULAR EXCAVATION One Dollars and Ninety Cents	1.90	24,527.10
120-6	CY	5084	EMBANKMENT Thirteen Dollars and Seventy Five Cents	13.75	69,905.00
160-4	SY	15631	TYPE B STABILIZATION Three Dollars and Ninety Five Cents	3.95	61,742.45
285-709	SY	7905	OPTIONAL BASE (GROUP 09) (6" ABC-3 ONLY) Thirty Nine Dollars and Seventy Five Cents	39.75	314,223.75
286-2	TONS	41.2	TURNOUT CONSTRUCTION - ASPHALT, (OBG 01) (4" ABC-3 ONLY) Two Hundred Seventy Five Dollars and No Cents	275.00	11,330.00

SEMINOLE COUNTY
ORANGE BOULEVARD (CR 431)
BID FORM
ROADWAY PAY ITEMS

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
327-70-1	SY	33122	MILLING EXISTING ASPHALT PAVEMENT (1"AVG DEPTH) One Dollar and Forty Cents	1.40	46,370.80
331-2	TONS	4699.1	TYPE S ASPHALTIC CONCRETE Eighty Eight Dollars and Ninety Five Cents	88.95	417,984.95
337-7-3	TONS	2218	ASPHALTIC CONCRETE FRICTION COURSE (INC BIT) (FC-3) (110 LB/SY) (RUBBER) One Hundred Twenty Four Dollars and Fifty Cents	124.50	276,141.00
339-1	TONS	11.2	MISCELLANEOUS ASPHALT PAVEMENT Three Hundred Seventy Five Dollars and No Cents	375.00	4,200.00
400-1-2	CY	2.24	CLASS I CONCRETE, ENDWALLS Seven Hundred Fifty Dollars and No Cents	750.00	1,680.00
400-1-15	CY	5	CLASS 1 CONCRETE, MISCELLANEOUS Three Hundred Seventy Five Dollars and No Cents	375.00	1,875.00
425-1-521	EA	6	INLETS, DITCH BOTTOM TYPE C, <10' One Thousand Five Hundred Fifty Dollars and No Cents	1,550.00	9,300.00
425-1-523	EA	1	INLETS, DITCH BOTTOM TYPE C, J BOTTOM, <10' Two Thousand Three Hundred Fifty Dollars and No Cents	2,350.00	2,350.00
425-1-541	EA	3	INLETS, DITCH BOTTOM TYPE D, <10' One Thousand Nine Hundred Ninety Five Dollars and No Cents	1,995.00	5,985.00
425-1-551	EA	1	INLETS, DITCH BOTTOM TYPE E, <10' Two Thousand Two Hundred Fifty Dollars and No Cents	2,250.00	2,250.00

SEMINOLE COUNTY
ORANGE BOULEVARD (CR 431)
BID FORM
ROADWAY PAY ITEMS

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
425-1-311	EA	1	INLETS, CURB TYPE P-1, <10'		
			Three Thousand One Hundred Fifty Dollars and No Cents		
				3,150.00	3,150.00
425-1-351	EA	2	INLETS, CURB TYPE P-5, <10'		
			Three Thousand One Hundred Fifty Dollars and No Cents		
				3,150.00	6,300.00
425-1-361	EA	2	INLETS, CURB TYPE P-6, <10'		
			Three Thousand Three Hundred Fifty Dollars and No Cents		
				3,350.00	6,700.00
425-1-451	EA	3	INLETS, CURB TYPE J-5, <1 O'		
			Three Thousand Three Hundred Fifty Dollars and No Cents		
				3,350.00	10,050.00
425-1-461	EA	1	INLETS, CURB TYPE J-6, <1 O'		
			Three Thousand Nine Hundred Ninety Five Dollars and No Cents		
				3,995.00	3,995.00
425-2-61	EA	1	MANHOLES, P-8, <101		
			One Thousand Eight Hundred Fifty Dollars and No Cents		
				1,850.00	1,850.00
425-2-91	EA	2	MANHOLES, J-8, <10'		
			Two Thousand Five Hundred Fifty Dollars and No Cents		
				2,550.00	5,100.00
425-11	EA	1	DRAINAGE STRUCTURE, MODIFY EXISTING		
			Nine Hundred Fifty Dollars and No Cents		
				950.00	950.00
436-1-1	LF	264	TRENCH DRAIN, 15" DIAMETER STANDARD, TYPE 1		
			Two Hundred Thirty Five Dollars and No Cents		
				235.00	62,040.00
430-171-12	LF	168	PIPE CULVERT CONCRETE, STORM SEWER, ROUND, 15"		
			Twenty Four Dollars and Fifty Cents		
				24.50	4,116.00

SEMINOLE COUNTY
ORANGE BOULEVARD (CR 431)
BID FORM
ROADWAY PAY ITEMS

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
430-171-12	LF	476	PIPE CULVERT CONCRETE, STORM SEWER, ROUND, 18" Twenty Five Dollars and Fifty Cents	25.50	12,138.00
430-171-12	LF	188	PIPE CULVERT CONCRETE, STORM SEWER, ROUND, 24" Forty Eight Dollars and Fifty Cents	48.50	9,118.00
430-171-13	LF	704	PIPE CULVERT CONCRETE, STORM SEWER. ROUND, 30" Forty Nine Dollars and Fifty Cents	49.50	34,848.00
430-171-13	LF	168	PIPE CULVERT CONCRETE, STORM SEWER, ROUND. 36" Eighty Two Dollars and Fifty Cents	82.50	13,860.00
430-171-22	LF	824	PIPE CULVERT CONCRETE, STORM SEWER, ELLIP, 12"X18" Twenty Two Dollars and Fifty Cents	22.50	18,540.00
430-171-22	LF	122	PIPE CULVERT CONCRETE, STORM SEWER, ELLIP, 19"X30" Twenty Three Dollars and Fifty Cents	23.50	~~2,961.00~~ VFT #2867
430-174-12	LF	126	PIPE CULVERT CONCRETE, SIDE DRAIN, ROUND, 15" Forty Four Dollars and Fifty Cents	44.50	~~5,429.00~~ #5407. VFT
430-174-22	LF	416	PIPE CULVERT CONCRETE, SIDE DRAIN, ELLIP, 12"XI 8" Thirty Two Dollars and Fifty Cents	32.50	13,520.00
430-982-12	EA	1	MITERED END SECTION, CROSS DRAIN, ROUND, 24", 2, 1 Eight Hundred Seventy Five Dollars and No Cents	875.00	875.00
430-982-13	EA	2	MITERED END SECTION, CROSS DRAIN, ROUND. 36", 2 1 One Thousand Six Hundred Fifty Dollars and No Cents	1,650.00	3,300.00

SEMINOLE COUNTY
ORANGE BOULEVARD (CR 431)
BID FORM
ROADWAY PAY ITEMS

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
430-984-12	EA	2	MITERED END SECTION, SIDE DRAIN, ROUND, 15", 4' 1 Six Hundred Seventy Five Dollars and No Cents	675.00	1,350.00
430-984-12	EA	1	MITERED END SECTION. SIDE DRAIN, ROUND, 24", 4:1 Eight Hundred Seventy Five Dollars and No Cents	875.00	875.00
430-984-62	EA	14	MITERED END SECTION, SIDE DRAIN, ELLIP 12"x18"", 4:1 Six Hundred Fifty Dollars and No Cents	650.00	9,100.00
430-94-1	LF	246	DESILT PIPE, UP TO 24" Six Dollars and No Cents	6.00	1,476.00
515-2-301	LF	850	PEDESTRIAN RAILING, ALUM. ONLY, 42" PICKET RAILING Fifty Five Dollars and No Cents	55.00	46,750.00
515-2-302	LF	18	PEDESTRIAN RAILING, ALUM, ONLY, 54" PICKET RAILING Sixty Nine Dollars And Fifty Cents	69.50	1,251.00
520-1-10	LF	2160	CONCRETE CURB AND GUTTER (TYPE F) Eighteen Dollars and Fifty Cents	18.50	39,960.00
520-2-2	LF	50	CONCRETE CURB (TYPE B) Thirteen Dollars and No Cents	13.00	650.00
520-2-9	LF	38	CONCRETE CURB. SPECIAL, FLAT, 2' WIDE (TO BE USED AT TRAIL CROSSING) Thirteen Dollars and No Cents	13.00	494.00
520-2-99	LF	33	CONCRETE CURB, MIAMI, 2' WIDE Thirteen Dollars and Fifty Cents	13.50	445.50

SEMINOLE COUNTY
ORANGE BOULEVARD (CR 431)
BID FORM
ROADWAY PAY ITEMS

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
520-2-999	LF	116	CONCRETE CURB, RIBBON, 1' WIDE Twelve Dollars and Twenty Five Cents	12.25	1,421.00
520-3	LF	106	VALLEY GUTTER, CONCRETE Sixteen Dollars and Fifty Cents	16.50	1,749.00
522-1	SY	4410	CONCRETE SIDEWALK. 4' THICK Thirty One Dollars and Fifty Cents	31.50	138,915.00
522-2	SY	737	CONCRETE SIDEWALK, 6" THICK Forty Six Dollars and Fifty Cents	46.50	34,270.50
524-1-1	SY	575	CONCRETE DITCH PAVEMENT, NON-REINFORCED, 3' Thirty Five Dollars and No Cents	35.00	20,125.00
530-3-4	TONS	65	RIP-RAP, RUBBLE. BANK AND SHORE PROTECTION One Hundred Fifteen Dollars and No Cents	115.00	7,475.00
536-1-1	LF	475	GUARDRAIL, ROADWAY Twenty One Dollars and Fifty Cents	21.50	10,212.50
536-7	EA	5	GUARDRAIL POST, SPECIAL One Hundred Seventy Five Dollars and No Cents	175.00	875.00
536-85-24	EA	1	GUARDRAIL END ANCHORAGE ASSEMBLY, PARALLEL Two Thousand Four Hundred Twenty Five Dollars and No Cents	2,425.00	2,425.00
536-85-25	EA	1	GUARDRAIL END ANCHORAGE ASSEMBLY. TYPE 11 One Thousand Four Hundred Twenty Five Dollars and No Cents	1,425.00	1,425.00

SEMINOLE COUNTY
ORANGE BOULEVARD (CR 431)
BID FORM
ROADWAY PAY ITEMS

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
570-5	TONS	1.9	FERTILIZER Three Hundred Sixty Five Dollars and No Cents	365.00	693.50
570-9	MG	288	WATER FOR GRASSING Forty One Dollars and Fifty Cents	41.50	11,952.00
575-1	SY	46398	SODDING One Dollar and Eighty Cents	1.80	83,516.40
999-01	EA	25	SWALE BLOCKS (INCLUDING SODDING AND EROSION MATT) Four Hundred Twenty Five Dollars and No Cents	425.00	10,625.00
999-02	LS	1	FIELD OFFICE Thirty Nine Thousand Dollars and No Cents	39,000.00	39,000.00

Subtotal Roadway Pay Items			2,015,422.45

2,015,506.45
VFT

SEMINOLE COUNTY
ORANGE BOULEVARD (CR 431)
BID FORM
SIGNING AND PAVEMENT MARKINGS (AND SIGNALIZATION) PAY ITEMS

ITEM NO,	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
546-71	PS	4	RUMBLE STRIP SETS, RAISED, THERMOPLASTIC, PER INDEX 518 One Hundred Fifty Five Dollars and No cents	155.00	620.00
630-1-12	LF	985	CONDUIT - SIGNALS, FURNISH AND INSTALL, UNDERGROUND Seven Dollars and Twenty Five Cents	7.25	7,141.25
630-1-14	LF	600	CONDUIT - SIGNALS, FURNISH AND INSTALL, UNDERGROUND -JACKED Twenty Three Dollars and Fifty Cents	23.50	14,100.00
632-7-1	PI	1	CABLE - SIGNAL, FURNISH AND INSTALL Three Thousand Six Hundred Fifty Dollars and No Cents	3,650.00	3,650.00
635-1-11	EA	11	PULL & JUNCTION BOXES, FURNISH AND INSTALL, PULL BOX Four Hundred Ninety Five Dollars and No Cents	495.00	5,445.00
660-2-106	AS	2	LOOP ASSEMBLY, FURNISH AND INSTALL, TYPE F One Thousand Two hundred Twenty Five Dollars and No Cents	1,225.00	2,450.00
690-90	PI	1	CONDUIT & CABLING REMOVE One Thousand Two Hundred Dollars and No Cents	1,200.00	1,200.00
690-100	PI	1	SIGNAL EQUIPMENT, MISCELLANEOUS, REMOVE One Thousand Three Hundred Dollars and No Cents	1,300.00	1,300.00
700-40-1	AS	10	SIGN (SINGLE POST) LESS THAN 12 SF Two Hundred Dollars and No Cents	200.00	2,000.00
700-46-11	AS	5	SIGN EXISTING (REMOVE) (SINGLE POST) Twenty Five Dollars and No Cents	25.00	125.00

SEMINOLE COUNTY
ORANGE BOULEVARD (CR 431)
BID FORM
SIGNING AND PAVEMENT MARKINGS (AND SIGNALIZATION) PAY ITEMS

ITEM NO,	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
700-46-21	AS	39	SIGN EXISTING (RELOCATE) (SINGLE POST) One Hundred Thirty Five Dollars and No Cents	135.00	5,265.00
700-47-1	AS	1	INSTALL EXISTING SIGN ON BREAKAWAY SUPPORTS, SINGLE POST One Thousand Three Hundred Fifty Dollars and No Cents	1,350.00	1,350.00
903-527-1	EA	33	APPLIED DETECTABLE WARNING DEVICE ON CURB RAMPS. Seven Hundred Seventy Five Dollars and No Cents	775.00	25,575.00
706-3	EA EA	886	RETRO-REFLECTIVE PAVEMENT MARKERS, BI-DIRECTIONAL (WHITE/RED) RETRO-REFLECTIVE PAVEMENT MARKERS, BI-DIRECTIONAL (YELLOW) Four Dollars and Fifty Cents	4.50	3,987.00
711-3	EA EA EA EA	17	PAVEMENT MESSAGES, THERMOPLASTIC (ONLY) PAVEMENT MESSAGES, THERMOPLASTIC (TRAIL) PAVEMENT MESSAGES, THERMOPLASTIC (XING) PAVEMENT MESSAGES, THERMOPLASTIC (SCHOOL) One Hundred Twenty One Dollars and Fifty Cents	121.50	2,065.50
711-4	EA	90	DIRECTIONAL ARROWS, THERMOPLASTIC Sixty Seven Dollars and Fifty Cents	67.50	6,075.00
711-32	GM	1.029	SKIP TRAFFIC STRIP, THERMOPLASTIC (YELLOW) 10' - 30'- SKIP) Two Thousand Dollars and No Cents	2,000.00	2,058.00
711-33	LF	648	SKIP TRAFFIC STRIP, THERMOPLASTIC (WHITE) (6-10' SKIP) Sixty Five Cents	0.65	421.20
711-35-121	LF	1992	SOLID TRAFFIC STRIPE, TH RMOPLASTIC (12" WHITE) (CROSS WALK) Two Dollars and Fifty Cents	2.50	4,980.00
711-35-241	LF	337	SOLID TRAFFIC STRIPE, THERMOPLASTIC (24" WHITE) (STOP BAR) Three Dollars and Fifty Cents	3.50	1,179.50

SEMINOLE COUNTY
ORANGE BOULEVARD (CR 431)
BID FORM
SIGNING AND PAVEMENT MARKINGS (AND SIGNALIZATION) PAY ITEMS

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
711-36-181	LF	532	SOLID TRAFFIC STRIPE, THERMOPLASTIC (18" YELLOW)		
			Two Dollars and Seventy Five Cents		
				2.75	1,463.00
711-37-61	NM	4.127	SOLID TRAFFIC STRIPE, THERMOPLASTIC (6" WHITE)		
			Three Thousand Six Hundred Fifty Dollars and No Cents		
				3,650.00	15,063.55
711-38-61	NM	4.007	SOLID TRAFFIC STRIPE, THERMOPLASTIC (6" YELLOW)		
			Three Thousand Six Hundred Fifty Dollars and No Cents		
				3,650.00	14,625.55

Subtotal Signing and Pavement Markings (and Signalization) Pay Items			122139.55

"EXHIBIT B"

TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These cost are **not a separate pay item.** The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

TRENCH SAFETY MEASURE	UNITS OF MEASURE	QUANTITY	UNIT COST	EXTENDED COST
TRENCH SLOPE	LF	36931	2.00	73 862

TOTAL $ 73,862.00

David A. Reamer
Printed Name

Signature

Southern Site Works, Inc.
Bidder Name

February 13, 2008
Date

"EXHIBIT C"

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: Southern Site Works, Inc.

Signature: _____

Printed Name: David A. Reamer

Title: President/Owner

Date: February 15, 2008

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Pasco)

The foregoing instrument was acknowledged before me this 15th day of February, 20 08, by David A. Reamer of Southern Site Works, Inc. firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Sandra L. Crawford

Print Name Sandra L. Crawford
Notary Public in and for the County
and State Aforementioned

Sandra L. Crawford
Commission # DD344679
Expires August 8, 2008
Bonded Troy Fain Insurance, Inc. 800-385-7019

My commission expires: August 8, 2008

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

BID NUMBER: **CC-2938-07/VFT**
PROJECT TITLE: Orange Boulevard Utility Adjustments & Roadway Improvements

BID OPENING DATE: February 13, 2008 at 2:00 P.M. Eastern

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

ITEM DESCRIPTION A=Award Amount B=Days @$2500.00 A+B=Computation for Recommendation of Award	Response #1	Response #2	Response #3	Response #4
	Southern Site Works **4639 Bough Road** **Zephyrhills, FL 33541** **David A. Reamer** **(813) 788-6087 (Phone)** **(813) 788-6156 (Fax)**	**Jr. Davis Construction Company, Inc.** **210 S. Hoagland Blvd.** **Kissimmee, FL 34741** **James Brower Davis, Jr.** **(407) 870-0066 (Phone)** **(407) 870-1912 (Fax)**	**Progressive Contractors, Inc.** **3702 Olson Drive** **Daytona Beach, FL 32124** **Gerald Randall** **(386) 258-3807 (Phone)** **(386) 258-3788 (Fax)**	**Cathcart Contracting Company** **1056 Willa Springs Drive** **Winter Springs, FL 32708** **Matt T. Blanton** **(407) 629-2900 x21 (Phone)** **(407) 677-4212 (Fax)**
Total Amount of A (Award Amount)	**$6,645,961.00**	**$7,230,441.22**	**$8,079,545.00**	**$7,862,209.44**
Number of Days	**460**	**490**	**470**	**570**
Total Amount of A+B Computation	**$7,795,961.00**	**$8,455,441.22**	**$9,254,545.00**	**$9,287,209.05**
Acknowledge addenda 1-5	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	No	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
FDOT Pre-qualified or Sub	Yes	Yes	No	Yes
W-9	Yes	Yes	Yes	Yes

Disqualified: FDOT Prequalifications

B.C.C. – SEMINOLE COUNTY, FL
BID TABULATION SHEET

BID NUMBER: **CC-2938-07/VFT**

ITEM DESCRIPTION A=Award Amount B=Days @$2500.00 A+B=Computation for Recommendation of Award	Response #5	Response #6	Response #7	Response #8
	The Briar Company, LLC 4570 Orange Avenue Sanford, FL 32771 William Keck (407) 321-2773 (Phone) (407) 585-8892 (Fax)	APEC, Inc. 4436 Old Winter Garden Rd. Orlando, FL 32811 Majid Fouladi (407) 522-0530 (Phone) (407) 532-8332 (Fax)	Southland Construction, Inc. 172 West Fourth Street Apopka, FL 32703 Daniel L. Carr (407) 889-9844 (Phone) (407) 886-4348 (Fax)	Gibbs & Register, Inc. 232 S. Dillard Street Winter Garden, FL 34787-3592 Rex Dale Huffman (407) 654-6133 (Phone) (407) 905-2941 (Fax)
Total Amount of A (Award Amount)	**$7,995,108.00**	**$8,401,060.35**	**$8,677,500.00**	**$9,163,185.00**
Number of Days	**519**	**450**	**501**	**450**
Total Amount of A+B Computation	**$9,292,608.00**	**$9,526,060.35**	**$9,930,000.00**	**$10,288,185.00**
Acknowledge addenda 1-5	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
FDOT Pre-qualified or Sub	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes

B.C.C. – SEMINOLE COUNTY, FL
BID TABULATION SHEET

BID NUMBER: **CC-2938-07/VFT**

ITEM DESCRIPTION A=Award Amount B=Days @$2500.00 A+B=Computation for Recommendation of Award	Response #9	Response #10	Response #11	Response #12
	JCB Construction, Inc. 800 West Gore Street Orlando, FL 32805 Brian M. Butler (407) 425-9880 (Phone) (407) 425-9972 (Fax)	Prime Construction Group, Inc. 1000 Jetstream Drive Orlando, FL 32824 Roy W. Smith, Jr. (407) 856-8180 (Phone) (407) 856-8182 (Fax)	Hubbard Construction Company 1936 Lee Road Winter Park, FL 32789 Jean-Noel Velly (407) 645-5500 (Phone) (407) 623-3865 (Fax)	Slaughter Construction Company, Inc. 4570 Orange Avenue Sanford, FL 32771 Robert L. Slaughter (407) 382-8146 (Phone) (407) 382-8148 (Fax)
Total Amount of A (Award Amount)	**$9,942,013.30**	**$9,195,754.60**	**$9,950,429.40**	**$12,247,432.00**
Number of Days	**570**	**525**	**510**	**570**
Total Amount of A+B Computation	**$10,367,013.30**	**$10,508,254.60**	**$11,225,429.40**	**$13,672,432.00**
Acknowledge addenda 1-5	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
FDOT Pre-qualified or Sub	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes

Bid Opening: February 13, 2008 at 2:00 p.m., Purchasing and Contracts Conference Room 3223, 1101 E. First St, Sanford, FL 32771

Bid Tabulated by Vagillia Taylor, Senior Procurement Analyst
(Posted by Vagillia Taylor on February 15, 2008 @ 2:33 pm Eastern)
(Posted by Vagillia Taylor on February 20, 2008 @ 3:38 pm Eastern)
(Updated by Vagillia Taylor on March 5, 2008 @ 4:06 pm Eastern)

Recommendation of Award: Southern Site Works, Inc.
BCC Agenda Date: March 25, 2008

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Waive the Procurement Process and authorize Mary Brodeur Hope, Oviedo, FL, to provide Financial Consulting Services at $75.00 per hour, in accordance with approved budget

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Tammy Roberts **EXT:** 7115

MOTION/RECOMMENDATION:
Waive the procurement process in accordance with Sec. 220.5 of the Purchasing Code and authorize staff to issue Purchase Orders to Mary Brodeur Hope for financial consulting services at $75.00 per hour, in accordance with approved budget.

County-wide Ray Hooper

BACKGROUND:
Pursuant to the Seminole County Purchasing Code Sec. 220.5 Waiver of Requirements when deemed to be in the best interest of the County, the Fiscal Services Department desires to continue the services of a competent and qualified Certified Public Accountant to perform financial consulting services as determined necessary in support of ongoing fiscal operations of the County, including, but not limited to, policy development and review, assistance in ongoing fiscal matters, and the performance of specific management studies. Task assignments will be issued as approved by the County's Fiscal Services Director. Mary Brodeur Hope is already working with the County in the performance of close-out audit services and has a current knowledge of the County's internal fiscal structure and operations. The use of this contractor on additional task assignments in conjunction with her current assignments being performed will allow for more effective use of the contractors time and will be to the County's benefit. On September 25, 2007, the Board of County Commissioners approved a purchase order for $109,975.00 to Mary Brodeur Hope because of her uniqueness in the engagement of, and technical requirements and knowledge in governmental finance and accounting, and work experience.

STAFF RECOMMENDATION:
Staff recommends the Board to waive the procurement process in accordance with Sec. 220.5 of the Purchasing Code, and authorize staff to issue Purchase Orders to Mary Brodeur Hope for financial consulting services at $75.00 per hour, in accordance with approved budget.

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: First Amendment to the Seminole County/Central Florida Family Health Center, Inc. HUD/CDBG Subrecipient Agreement Program Year 2006-2007

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: David Medley **CONTACT:** Becky Heckters **EXT:** 2388

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the First Amendment to the Seminole County/Central Florida Family Health Center, Inc. HUD/CDBG Subrecipient Agreement Program Year 2006 -2007

District 5 Brenda Carey Rob Heenan

BACKGROUND:

On July 25, 2006 the Board of County Commissioners (Board) approved the 2006-2007 CDBG Program Year funding to the Central Florida Family Health Center (Center) in the amount of $200,000.00. Funding is being provided for the expansion of the existing parking lot at their clinic on SR 415, east of Sanford (82 additional spaces). The Center will leverage this project with $400,000.00 to assist in construction costs, as well as adding medical staff to expand their service capacity, which is contingent upon the expanded parking area. Commencement of construction was delayed due to new Saint Johns River Water Management District (SJRWMD) requirements and force main issues with the City of Sanford. The Center has met its leveraging obligations of $400,000.00 and has already hired a permanent Physician's Assistant. Site plans have been reviewed and approved by the City of Sanford and Seminole County's Development Review Division. With construction activities underway, the Central Florida Family Health Center has respectfully requested an extension of one (1) year to March 31, 2009 to complete the project.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the First Amendment to the Seminole County/Central Florida Family Medical Center, Inc. HUD/CDBG Subrecipient Agreement Program Year 2006-2007.

ATTACHMENTS:

1. Agreement
2. Amendment to an Agreement

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

SEMINOLE COUNTY/CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.
HUD/CDBG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2006-2007

THIS AGREEMENT, entered into this 29 day of Jan., 2007, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the **CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.,** a corporation organized under the laws of the State of Florida, whose address is 2400 State Road 415, Sanford, Florida 32771, hereinafter referred to as "CENTER".

WHEREAS, COUNTY has made application effective October 1, 2006, and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in Title 24, Code of Federal Regulations (CFR), Part 570; and

WHEREAS, pursuant to the HUD application, COUNTY shall undertake certain activities to develop a viable community, including, but not limited to, sustainability through a suitable living environment and improved quality of life, principally for persons of low and moderate income; and

WHEREAS, COUNTY and CENTER have both determined that it serves a desirable and needed public purpose to fund parking lot improvements for the CENTER; and

WHEREAS, COUNTY has allocated TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00) of HUD/CDBG funds for the Project for the 2006-2007 Program Year,

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Leach
DEPUTY CLERK

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of the Agreement upon which the parties have relied.

Section 2. Definitions.

(a) "CD Administrator" means the Seminole County Community Assistance Division Manager.

(b) "CDBG Program" means the Seminole County Community Development Block Grant Program (CDBG).

(c) "CDBG Regulations" means 24 CFR Part 570 and supplemental, additional, or successor provisions.

(d) "Community Services Department" means COUNTY's Community Services Department Director or his/her designee for the Community Development Office.

(e) "County Approval" means written approval by the Community Services Director, CD Administrator, or their designee.

(f) "Low and Moderate Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

(g) "Project" means the professional design, engineering, and construction services for expansion of the parking lot at CENTER's primary health care facility at 2400 State Road 415, Sanford, Florida. The Project shall consist of land clearing/site work, drainage improvements, attendant relocation and modification to water and sewer

infrastructure, paving, striping, landscaping, and irrigation as more fully described in Exhibits A and B to this Agreement, both of which are fully incorporated herein by reference.

Section 3. Statement of Work.

(a) CENTER, in a manner satisfactory to COUNTY, shall perform all Project tasks and services described or referred to in Exhibit A, General Scope of Services. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of CENTER.

(b) The parties recognize and agree that the purpose of this Agreement is to pay for the cost of providing professional design, engineering, and construction services for the Project and that the Agreement is directly related to the implementation of the CDBG Program. All charges and expenses shall be specifically and directly related to CENTER's implementation of the CDBG Project activity funded under this Agreement and for no other purpose.

Section 4. Term. COUNTY shall pay CENTER for the services described in Exhibit A, performed by CENTER up to the limits set forth in Section 5. All such services shall be performed by CENTER in accordance with applicable requirements of HUD with payment contingent thereupon. CENTER shall perform and complete all Project services described in Exhibit A by no later than March 31, 2008, unless the Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. Notwithstanding the requirements of 24 CFR 570.505 ("Use of real property"), this Agreement shall remain in full force and effect until March 31, 2023, during which time the completed Project may

only be used as parking for Low and Moderate Income clients in Seminole County who seek the services of CENTER.

Section 5. Payments.

(a) COUNTY shall pay CENTER for funds remitted to the contractors, subcontractors, and vendors selected by CENTER to provide Project goods and services under this Agreement in accordance with the Project Budget, attached hereto as Exhibit B and incorporated herein by reference. Requests for payment must be submitted on the form attached hereto as Exhibit C, along with other required documentation.

(b) COUNTY has allocated TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00) of HUD/CDBG funds for completion of this Agreement. COUNTY will reimburse CENTER for the services rendered under this Agreement up to TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00). In the event that CENTER does not require the full amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate any such remaining excess, unencumbered, or unused funds to other COUNTY CDBG funded projects. Any such excess, unused, or unencumbered funds shall be returned to COUNTY within thirty (30) days.

(c) In no event shall COUNTY reimburse CENTER, its contractors, subcontractors, or vendors until all goods and services rendered are invoiced and approved in writing by the CENTER's Project Manager and the CD Administrator.

(d) In order to process payment requests, CENTER shall submit to COUNTY a copy of the invoice signed by the entity requesting payment and

CENTER's President or Project Manager. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice, all of which must be accompanied by a completed Request for Payment form, attached as Exhibit C to this Agreement.

(e) Upon receipt of the documentation listed above, COUNTY shall initiate payment to CENTER. COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor, and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if CENTER, its vendors, contractors, and subcontractors have performed services in full compliance with all CDBG requirements and properly invoiced the request for payment, payment shall be rendered by COUNTY within thirty (30) days of its receipt of payment request.

(f) Within forty-five (45) days after completion of all services to be performed under this Agreement, CENTER shall render a final and complete statement to COUNTY of all costs for goods and services not previously invoiced. COUNTY shall not be obligated to pay any charges, claims, or demands of CENTER not properly invoiced and received by COUNTY within said forty-five (45) day period. However, such time period may be extended at the discretion of COUNTY for one (1) additional forty-five (45) day period by written notice to CENTER, provided that any delay in submission is not occasioned by fault or negligence of the CENTER, as determined by COUNTY.

(g) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be paid by

COUNTY if the CD Administrator has issued prior written approval of such goods or services.

(h) CENTER shall not acquire any interest in real property or benefits derived from an owner of any real property utilizing CDBG Funds provided by COUNTY hereunder unless CENTER has first received written authorization from the CD Administrator. Any such activities utilizing funds derived under this Agreement without COUNTY approval is strictly prohibited and may result in termination of this Agreement. Additionally, any such activity undertaken by CENTER shall fully comply with the Uniform Administrative Requirement specified in Section 6(b)(vii) of this Agreement.

(i) CENTER shall further use the funds provided under this Agreement to leverage funds and services for the completion of the Project described herein and for the provision of salary costs for the addition of at least one full-time physician and support staff to meet the needs of CENTER's expanding client base. CENTER must demonstrate a minimum leveraging of FOUR HUNDRED THOUSAND AND NO/100 ($400,000.00) in the form of dollars, or if pre-approved in writing by the CD Administrator, professional services or in-kind services. CENTER shall apply ONE HUNDRED FIFTY-TWO THOUSAND AND NO/100 ($152,000.00) of such leveraging directly for completion of the Project. Remaining leveraging in the amount of TWO HUNDRED FORTY-EIGHT THOUSAND AND NO/100 ($248,000.00) shall be applied for the provision of the additional physician and support staff salary costs. CENTER must demonstrate that all required leveraged funds are available no later than June 30, 2007. If sufficient leveraging has not been demonstrated to COUNTY's

satisfaction, CENTER shall be deemed in breach of this Agreement and COUNTY shall withhold all future payments to CENTER and shall have the right to pursue any other remedies set forth in Section 22 of this Agreement.

Section 6. Compliance With Federal, State, and Local Law and Regulations. CENTER shall comply with all federal, state, and local laws and regulations in its performance of this Agreement. It is further understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(a) Uniform Administrative Requirements: 24 C.F.R., Section 570.610 imposing uniform administrative requirements and cost principles on recipients and subrecipients, including particularly as contained in 24 C.F.R. Parts 84 and 85; 24 C.F.R., Section 570.502; United States Office of Management and Budget ("OMB") Circulars A-122 ("Cost Principles For Non-Profit Organizations"), A-110 ("Uniform Administrative Requirements for Grants and Other Agreements Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations") and, if applicable, A-133 ("Audits of State and Local Governments and Non-Profit Organizations").

(b) Other Federal Program Requirements: CENTER shall also comply with the remaining regulations in 24 CFR 570, Subpart K (§§ 570.600-570.614, both inclusive). Said regulations shall include the following sections:

(i) 570.600 - Decrees that the Secretary of HUD will apply the provisions of Subpart K as being applicable to all grants made under the CDBG program.

(ii) 570.601 - Requires adherence to Public Law 88-352, ("1964 Civil Rights Law"), Public Law 90-284 ("1968 Civil Rights Act of 1968"), and Executive Order 11063 ("Equal Opportunity in Housing");

(iii) 570.602 - Prohibits discrimination on the basis of race, sex, or age for activities under the program;

(iv) 570.603 - Requires adherence to the labor standards embodied in the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act in accordance with Section 110 of Title I of The Housing and Community Development Act, i.e., 42 U.S.C. 5301, *et seq.* (the "Act").

(v) 570.604 - Refers grant recipients to Section 104(g) of the Act and 24 CFR Part 58 for those regulations and procedures aimed at furthering the purposes of the National Environmental Policy Act of 1969. The foregoing notwithstanding, CENTER shall not assume COUNTY's environmental responsibilities, as described in 24 CFR Sec. 570.604 "Environmental Standards", nor COUNTY's responsibility to initiate an environmental review process. However, CENTER is not exempt from performing site-specific environmental reviews in accordance with state and local regulations, nor is CENTER released from any environmental pollution that it may cause or have caused, and CENTER shall assume full liability therefore.

(vi) 570.605 - Governs participation in the National Flood Insurance Program pursuant to Section 202(a) of the Flood Disaster Protection Act of 1973 and 44 CFR Parts 59 through 79.

(vii) 570.606 - Requires that grant recipients and subrecipients adopt and utilize policies that best assure minimizing displacement of persons, families, businesses, farms, and non-profit

organizations from areas of grant funded, rehabilitation activities pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655.

(viii) 570.607 - Applies Executive Orders 13279 as well as 11246, the latter being amended by Executive Orders 11375, 11478, 12086, and 12107 prohibiting racial, gender, ethnic, or religious discrimination in employment during the performance of federally assisted construction projects.

(ix) 570.608 - Applies the Lead Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846) and the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856) to all grant funded activities.

(x) 570.609 - Prohibits the use of debarred, suspended, or ineligible contractors or other subrecipients on grant funded projects.

(xi) 570.611 - Establishes the bidding requirements, the code of conduct, and conflict of interest provisions applicable for the procurement of goods and services and post award contract administration relative to activities funded under 24 C.F.R. Part 570.

(xii) 570.612 - Requires adherence to any state imposed standards of intergovernmental review for those infrastructure improvements involving water, sewer, and storm water facilities.

(xiv) 570.613 - Restrictions on eligibility for employment and financial assistance benefits for certain residents, newly legalized aliens.

(xv) 570.614 - Requires that any public buildings and other facilities constructed with CDBG funds be compliant with the

Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Americans with Disabilities Act (42 U.S.C. § 12131 and 47 U.S.C. §§155, 201, 218, and 225).

(c) Compliance With State and Local Laws and Regulations: During the execution and implementation of this Agreement, CENTER shall comply with all applicable state and local laws, regulations, and ordinances, including, but not limited to the following:

(1) Chapter 112, Part III, Florida Statutes - "Code of Ethics for Public Officers and Employees". CENTER shall not engage in any actions under this Agreement that would create a conflict of interest for itself or involving any of its employees pursuant to Section 112.312(15), Florida Statutes.

(2) Chapter 119, Florida Statutes - Public Records.

(3) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of `said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY.

(4) CENTER shall comply with the "Local Relocation and Antidisplacement Policy" (the "Policy") as adopted by COUNTY. Should CENTER's performance during this Agreement necessitate, as determined by applicable federal regulations, compliance with the Uniform Relocation Assistance and Real Property Act (the "Act"), CENTER shall immediately notify COUNTY accordingly. Upon such notification, COUNTY shall implement and administer all requirements of the Policy and the Act pursuant to this Agreement. The parties agree that should the aforementioned occur,

COUNTY shall use funds budgeted in Exhibit B to pay for relocation and displacement costs required hereunder.

Section 7. Project Publicity. Any news release, project sign, or other type of publicity pertaining to the project described herein shall recognize the Seminole County Board of County Commissioners as the recipient of funding by HUD and providing funds to CENTER.

Section 8. Management Assistance. The CD Administrator shall be available to CENTER to provide guidance on CDBG requirements.

Section 9. Reporting Requirements. CENTER shall fully complete and provide to the CD Administrator a monthly report, attached hereto and incorporated herein as Exhibit D, summarizing the number of active Project components under construction, all bid information, and construction summaries. CENTER shall provide the monthly reports as part of the financial payment process no later than the fifteenth (15th) day of each month. Failure by CENTER to submit a monthly report (Exhibit D) shall allow COUNTY to withhold payment on the next Request for Payment submitted by CENTER until the required monthly report is submitted as mandated herein. Further, CENTER shall fully complete and provide to the CD Administrator, in a timely manner, an "End of Project Report," attached hereto and incorporated herein as Exhibit E. COUNTY shall have access to and be provided copies and transcripts of any records necessary in the sole determination of COUNTY or HUD to accomplish this obligation.

Section 10. Maintenance of Records.

(a) CENTER shall maintain all records required by federal, state and local laws, rules, and regulations for a period of no less than five (5) years from the date of the final Project audit or such longer period

as may be required by federal or state law. This requirement shall include:

(1) All accounts, property, and personnel records, as deemed necessary by COUNTY to ensure proper accounting of all project funds and compliance with this Agreement.

(2) Financial records regarding the following:

(A) Invoices, receipts, and cancelled checks of all items purchased by CENTER pursuant to this Agreement;

(B) Bills and invoices for all services purchased by CENTER pursuant to this Agreement;

(C) Force account construction including the records indicating name, position, number of hours, and total labor costs.

(D) All capital expenditures in excess of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($750.00), including a description, model, serial number, and date and cost of acquisition.

(b) CENTER shall perform or cause to be performed an annual audit and provide copies of such audits to the CD Administrator within thirty (30) days of its completion.

(c) All records and contracts of whatsoever type or nature required by the Agreement shall be available for audit, inspection, and copying in accordance with Chapter 119, Florida Statutes. COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of the Agreement made by any federal, state or local agency.

Section 11. Liability. Except for any payment specifically set forth herein, COUNTY shall not be liable to any person, firm, entity, or

corporation in connection with the services CENTER has agreed to perform hereunder, or for debts or claims accruing to such parties against CENTER. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to CENTER as a result of this Agreement, including the contractors, subcontractors, and vendors who may from time to time be employed by CENTER.

Section 12. Subcontracts. All contracts made by CENTER to perform the activities described in Exhibit A shall comply with all applicable laws, rules, and regulations set forth in the Agreement. Only subcontracts for work or services as set forth in Exhibit A are authorized by this Agreement. Any further work or services which CENTER wishes to subcontract must be approved in writing by the CD Administrator and may not exceed the financial restraints forth in Section 5 of this Agreement.

Section 13. Indemnification.

(a) CENTER shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur or be required to pay by reason of the following: loss of any monies paid to CENTER or whomsoever, resulting out of CENTER's fraud, defalcation, dishonesty, or failure of CENTER to comply with applicable laws or regulations; any act or omission of CENTER in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder or by

any defect in the construction of the Project; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit, or proceeding is brought against COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to CENTER by registered or certified mail addressed to CENTER at the address provided hereinafter. Upon receiving such notice, CENTER, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent the issuance of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in CENTER'S defense of any such action, suit, or proceeding.

(c) The provisions of Section 768.28, Florida Statutes, shall govern matters of liability with respect to COUNTY.

Section 14. Insurance. CENTER shall ensure that its insurance coverage or self-insurance program, and the insurance coverage of its contracted agents, conforms to and complies with all applicable federal, state and local regulations and is adequate and sufficient to insure all activities performed pursuant to the Agreement against property damage or loss, human injury, and other casualty.

Section 15. Non-Assignability. Neither party shall assign the Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 16. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 17. Program Income. In the event that any program income is received by CENTER as a direct result of the investment of any COUNTY funds awarded under this Agreement during or after the term of the Agreement, CENTER shall immediately render such program income to COUNTY for proper accounting in the CDBG fund.

Section 18. Non-Expendable Property. Any non-expendable personal property acquired by CENTER through funds issued by COUNTY pursuant to this Agreement shall be subject to all federal, state, and local regulations, including, but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any such property shall be made available to COUNTY and HUD in accordance with the aforesaid provisions.

Section 19. Reversion of Assets. Upon expiration of this Agreement, CENTER shall immediately transfer to COUNTY any remaining CDBG funds and any accounts receivable attributable to the use of CDBG funds distributed pursuant to this Agreement. The distribution of any real property controlled by CENTER and acquired or improved in whole or in part after receiving the express approval of COUNTY, with CDBG funds in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00) shall be governed by 24 C.F.R. Sections 570.503(7) and 24 C.F.R. 85.31; and if such property is sold to another party, the provisions of 24 C.F.R. 570.504(4) and (5) and 24 C.F.R. 570.505(c) shall also apply with respect to income derived therefrom.

Section 20. Suspension and Termination. In accordance with 24 C.F.R. Sections 84.60-62, COUNTY may immediately suspend or terminate any term or condition hereunder. Notice thereof shall be provided pursuant to this Agreement. This Agreement may also be terminated for reasons of enforcement or convenience in accordance with 24 C.F.R. Sections 85.43 and 85.44 or for cause by COUNTY.

Section 21. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement, including particularly, the timely performance and completion of the Project by the date specified in Section 4 hereof, shall constitute a breach of this Agreement.

Section 22. Enforcement of Agreement and Remedies. Upon determination that a breach has occurred, COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to CENTER pursuant to this Agreement. Specifically and additionally, COUNTY shall have the following available remedies:

(a) Immediately terminate the Agreement, with or without notice;

(b) Reallocate the remaining uncommitted funds toward another CDBG program;

(c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by CENTER;

(d) Demand CENTER immediately repay any monies expended in accordance with the Agreement;

(e) Require specific performance of the Agreement;

(f) Demand payment and/or performance from the surety, if applicable; and/or

(g) Impose a lien upon any and all of CENTER's real or personal property. To create such a lien, COUNTY shall send a letter to CENTER demanding refund of any monies expended to CENTER pursuant to this Agreement. Said letter shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon CENTER's real and personal property.

Section 23. Certification Regarding Lobbying. CENTER hereby certifies that to the best of its knowledge and belief:

(a) No federally appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence any 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.

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, CENTER shall complete and submit a "Disclosure of Lobbying Activities" (Standard Form SF-LLL) or its equivalent as approved by the Office of Management and Budget.

Section 24. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CD Administrator
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Florida 32773

For FAMILY HEALTH CENTER:

President
Central Florida Family Health Center, Inc.
2400 State Road 415
Sanford, FL 32771

Either of the parties may change, by written notice, the address or person for receipt of notice.

Section 25. Entire Agreement; Effect on Prior Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements, if any, between the parties relating to the subject matter of this Agreement.

Section 26. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties by adoption and execution of a written instrument of equal dignity herewith. The foregoing notwithstanding, a change in the parties designated for Notice pursuant to Section 24 hereof may be made by written notice sent via U.S. Mail to the other party and without the need for formal amendment to this Agreement.

Section 27. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not

expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of the Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed:

ATTEST:

RICHARD RHODES, Secretary

CENTRAL FLORIDA FAMILY
HEALTH CENTER, INC.

By: _____
RICHARD MANN, President

Date: 12-13-06

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: 1-29-07

As authorized for execution by
the Board of County Commissioners
at their JAN. 23, 2007
regular meeting.

Attachments:
1. Exhibit A - Scope of Services
2. Exhibit B - Project Budget, Including Leveraging Requirements
3. Exhibit C - Request for Payment
4. Exhibit D - Monthly Report
4. Exhibit E - End of Project Report

EXHIBIT A

SCOPE OF SERVICES

CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.

CDBG 2006-2007

Capitalized words and terms herein shall have the same meanings as ascribed to them in the attached Agreement.

CENTER shall provide for the professional design, engineering, and construction services for expansion of the parking lot at its primary health care facility at 2400 State Road 415, Sanford, Florida (the "Project"). The Project is a central component in meeting the increasing demand for primary health care services to persons of Low and Moderate Income in Seminole County. CENTER expects as many as 3,000 new users annually for its services amounting to approximately 6,500 additional patient visits per year.

The Project shall consist of land clearing/site work, drainage improvements, attendant relocation and modification to water and sewer infrastructure, paving, striping, landscaping, and irrigation. All facets of the Project shall be according to the cost estimates, plans, drawings, and specifications prepared by CPH Engineers, Inc. of Sanford, Florida, as heretofore filed with and approved by COUNTY and as may be necessary by other state or federal government agencies.

The completed Project shall be used only as a parking lot in connection with providing primary health care to persons of Low and Moderate Income until March 31, 2023, and for no other purpose.

TASK ONE: DOCUMENTS AND BID PROCESS

(a) CENTER, where applicable, shall have construction drawings and site plans reviewed and approved by the reviewing authorities for Seminole County and the State of Florida.

(b) CENTER shall apply for and submit copies of all issued building permits and other required permits to COUNTY.

(c) CENTER shall prepare all documents required for bidding. The documents shall be submitted to COUNTY for review and approval prior to bidding. COUNTY shall review the documents and incorporate terms and conditions as required by COUNTY or by federal requirements.

(d) CENTER shall comply with the requirements of 24 CFR Part 84.44 and OMB Circular A-110 SUBPART C .40-.48 both of which define "Procurement".

TASK TWO: BID RESPONSE REVIEW

Following the close of the bidding period, COUNTY and CENTER shall jointly review the bids received. After review, CENTER shall verify contractor qualifications, and COUNTY shall verify that the apparent low and successful bidder is not suspended or debarred from doing business under federally funded contracts.

TASK THREE: CONTRACTOR SELECTION

CENTER shall select, with COUNTY acting in an advisory capacity, the contractors to be awarded the Project construction contract. CENTER shall prepare and negotiate the contracts with the contractors and monitor the performance to meet certain requirements, such as, but not limited to, appropriate contractor licensing, proper insurance coverage, certificates, and permits.

TASK FOUR: PRE-CONSTRUCTION CONFERENCE

CENTER and COUNTY shall hold a joint pre-construction conference at the CENTRAL FLORIDA FAMILY HEALTH CENTER with the contractor, subcontractors, utility company representatives (if applicable), and other construction involved entities for the purpose of:

1. Identifying the project managers;
2. Discussing the plans and specifications;
3. Discussing construction procedures and establishing a construction schedule;
4. Answering any questions prior to construction; and
5. Discussing Federal requirements and regulations (COUNTY staff shall present this information.)

TASK FIVE: PROJECT MONITORING & PROGRESS REPORTS

CENTER shall provide a project manager to monitor the activities. The project manager shall be responsible for responding to all requests by COUNTY. In accordance with Section 9 of the Agreement, the project manager for CENTER shall provide monthly reports (attached hereto as EXHIBIT D) to COUNTY by the fifteenth (15th) day of every month.

TASK SIX: PAYMENT

CENTER shall receive payments from COUNTY in accordance with Section 5 of the Agreement.

EXHIBIT B

PROJECT BUDGET

CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.

CDBG 2006-2007

Activity	**Budget**
Payment of CDBG Funds to the Central Florida Family Health Center, Inc. for the expansion of the parking lot located at 2400 State Road 415, Sanford, Florida.	$200,000.00
TOTAL CDBG 2006-2007	**$200,000.00**

The Central Florida Family Health Center, Inc. will invest at least $400,000 of its funds (leverage) prior to construction contract award (see Exhibit B: Attachment 1). The Project Leveraging amount of $400,000 must be invested by no later than June 30, 2007, allowing sufficient time for Project completion and for adequate staffing requirements upon Project completion.

EXHIBIT B - ATTACHMENT 1

PROJECT BUDGET

CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.
Leveraging and CDBG Funding

FAMILY HEALTH CENTER SOURCES AND USES OF FUNDS		
Project Design, Engineering, and Construction	$352,000.00	
Funding for Full-Time Physician and Staff	$248,000.00	
TOTAL PROJECT COST		$600,000.00
CDBG Funding	$200,000.00	
Initial Leveraged Funding	$152,000.00	
		$352,000.00
Remaining Leveraged Funding Required for Full-Time Physician and Staff (Salaries)		**$248,000.00**

EXHIBIT C

CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.

REQUEST FOR PAYMENT

CDBG 2006-2007

Subrecipient: Central Florida Family Health Center, Inc.

Name of Activity: Parking lot expansion

Mailing Address: 2400 State Road 415
Sanford, FL 32771

Contact Person: _____

Payment Request No: _____ Telephone Number: _____

Activity	Original Budget Amount	Payment Amount this Request	Paid To Date	Budget Balance
Parking Lot Expansion	$200,000.00	$	$	$
TOTAL	$200,000.00	$	$	$

Attach a copy of all supporting documentation for this Payment Request

Estimated Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required Completion Date: March 31, 2008

Submitted By: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT D

CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.

MONTHLY REPORT

CDBG 2006-2007

Status Report for Month of _____

Subrecipient: Central Florida Family Health Center, Inc.

Mailing Address: 2400 State Road 415, Sanford, FL 32771

Contact Person: _____ Telephone: _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

_____

_____

_____

III. BUDGET STATUS

ACTIVITY	(A) ORIGINAL BUDGET AMOUNT	(B) PREVIOUS TOTAL TO DATE	(C) PAYMENTS THIS MONTH	(D) (D) =(B)+(C) TOTAL PAID TO DATE	OUTSTANDING OBLIGATIONS	(A-D) BUDGET BALANCE
Parking Lot Expansion	$200,000.00	$	$	$		$
TOTAL	$200,000.00	$	$	$		$

Signed: _____

EXHIBIT E

END OF YEAR REPORT

CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.

CDBG 2006-2007

Type of service provided: Health Facilities for low-income persons

HUD IDIS Matrix Code: 03 - Public Facilities and Improvements (General) 570.201(c)

Total number of people who now have improved and increased access to this service or benefit:_____

Objective: Suitable Living Environment
Outcome: Sustainability

White/ Hispanic	Black/ African American / Hispanic	Asian/ Hispanic	American Indian/ Alaskan Native/ Hispanic	Native Hawaiian/ Other Pacific Islander/ Hispanic	American Indian/ Alaskan Native & White/ Hispanic	Asian & White/ Hispanic	Black/ African American & White/ Hispanic	American Indian/ Alaskan Native & Black African American/ Hispanic	Other Multi-racial/ Hispanic	Hispanic	Female Head of House-hold

Any other special accomplishments:

_____

_____

Signed:_____

FIRST AMENDMENT TO SEMINOLE COUNTY/
CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.
HUD/CDBG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2006-2007

THIS FIRST AMENDMENT TO AGREEMENT, entered into this _____ day of _____, 2008, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.,** a corporation organized under the laws of the State of Florida, whose address is 2400 State Road 415, Sanford, Florida 32771, hereinafter referred to as "CENTER".

WHEREAS, COUNTY and CENTER heretofore entered into that certain Seminole County/Central Florida Family Health Center, Inc. HUD/CDBG Subrecipient Agreement, Program Year 2006-2007, dated January 29, 2007, (the "Agreement") relative to financing of improvements to CENTER's primary health care facility located at 2400 State Road 415, Sanford, Florida; and

WHEREAS, parties hereto have determined that additional time is necessary to complete the Project and that establishment of the Project performance timetable as set forth herein is essential to assure compliance with the revised Project completion date of March 31, 2009,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of this First Amendment to the Agreement upon which the parties have relied.

Section 2. Amendment to Section 4 of the Agreement. Section 4 of the Agreement is hereby amended to read as follows:

"**Section 4. Term.**

(a) COUNTY shall pay CENTER for the services described in Exhibit ~~A~~ A-1, performed by CENTER up to the limits set forth in Section 5. All such services shall be performed by CENTER in accordance with applicable requirements of HUD with payment contingent thereupon. CENTER shall perform and complete all Project services described in Exhibit ~~A~~ A-1 by no later than ~~March 31, 2008~~ March 31, 2009, unless the Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder and in accordance with the expenditure schedule in Section 5(e) of this Agreement.

(b) Notwithstanding the requirements of 24 CFR 570.505 ("Use of real property"), this Agreement shall remain in full force and effect until ~~March 31, 2023~~ March 31, 2024, during which time the completed Project may only be used as parking for Low and Moderate Income clients in Seminole County who seek the services of CENTER."

Section 3. Amendment to Section 5(e) of the Agreement. Section 5(e) of the Agreement, is hereby amended to provide for a mandatory Project completion and expenditure schedule and shall henceforth read as follows:

"(e) Upon receipt of the documentation listed above, COUNTY shall initiate payment to CENTER. COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor, and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if CENTER, its vendors, contractors, and subcontractors have performed services in full compliance with all

CDBG requirements and properly invoiced the request for payment, payment shall be rendered by COUNTY within thirty (30) days of its receipt of payment request. As an express condition of receiving continued payments of CDBG funds from COUNTY, CENTER shall meet and adhere to the following timetable for Project completion and expenditure of funds:

(1) June 30, 2008 - $50,000.00 of CDBG funds expended and not less than twenty-five percent (25%) of Project construction completed;

(2) September 30, 2008 - an additional $50,000.00 of CDBG funds expended with cumulative total expenditures of not less than $100,000.00 and not less than fifty percent (50%) of Project construction completed;

(3) December 31, 2008 - an additional $50,000.00 of CDBG funds expended with cumulative total expenditures of not less than $150,000.00 and not less than seventy-five percent (75%) of Project construction completed;

(4) February 28, 2009 - an additional $40,000.00 of CDBG funds expended with cumulative total expenditures of not less than $190,000.00 and not less than ninety percent (90%) of Project construction completed;

(5) March 31, 2009 - expenditure of the last $10,000.00 of CDBG funds with cumulative total expenditures of not less than $200,000.00 and one hundred percent (100%) of Project construction completed.

Failure to meet or adhere to the above performance completion dates shall be deemed a breach of this Agreement and may, at the sole option of COUNTY, result in a denial of future payment requests, recapture of CDBG funds previously paid to CENTER, termination of this Agreement or initiation of other available remedies under Sections 20 and 22, respectively, of this Agreement."

Section 4. Amendment to Exhibits A and C of the Agreement.

(a) Exhibit A to the Agreement is hereby superseded and replaced by Exhibit A-1 to this First Amendment and is incorporated into the Agreement by reference.

(b) Exhibit C to the Agreement is hereby superseded and replaced by Exhibit C-1 to this First Amendment and is incorporated into the Agreement by reference.

Section 5. Effect On Prior Agreement. All other terms and provisions of the Agreement and the Exhibits thereto which are not expressly amended by this First Amendment shall remain in full force and effect. Those provisions as amended by this First Amendment together with the remaining unchanged provisions of the Agreement and its other Exhibits shall constitute the entire understanding of the parties as to the subject matter of the Agreement.

Section 6. Headings. All articles and descriptive headings of paragraphs in this First Amendment are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 7. Severability. If any one or more of the covenants or provisions of this First Amendment shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed severable from the remaining covenants or provisions hereof or of the Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of said instruments.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed:

ATTEST:

SONIA C. SILVA, Secretary

CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.

By: _____
DENNIS DOLGNER, President

Date: 1/29/08

ATTEST:

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

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

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

Attachments:
1. Exhibit A-1: Revised Scope of Services
2. Exhibit C-1: Revised Request for Payment

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EXHIBIT A-1

REVISED SCOPE OF SERVICES

CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.

CDBG 2006-2007

Capitalized words and terms herein shall have the same meanings as ascribed to them in the attached Agreement.

CENTER shall provide for the professional design, engineering, and construction services for an 82 space expansion of the parking lot at its primary health care facility at 2400 State Road 415, Sanford, Florida (the "Project"). The Project is a central component in meeting the increasing demand for primary health care services to persons of Low and Moderate Income in Seminole County. CENTER expects as many as 3,000 new users annually for its services amounting to approximately 6,500 additional patient visits per year.

The Project shall consist of land clearing/site work, drainage improvements, attendant relocation and modification to water and sewer infrastructure, paving, striping, landscaping, and irrigation. All facets of the Project shall be according to the cost estimates, plans, drawings, and specifications prepared by CPH Engineers, Inc. of Sanford, Florida, as heretofore filed with and approved by COUNTY and as may be necessary by other state or federal government agencies.

The Project shall be completed by no later than March 31, 2009. The completed Project shall be used only as a parking lot in connection with providing primary health care to persons of Low and Moderate Income until March 31, ~~2023~~ 2024, and for no other purpose.

TASK ONE: DOCUMENTS AND BID PROCESS

(a) CENTER, where applicable, shall have construction drawings and site plans reviewed and approved by the reviewing authorities for Seminole County and the State of Florida.

(b) CENTER shall apply for and submit copies of all issued building permits and other required permits to COUNTY.

(c) CENTER shall prepare all documents required for bidding. The documents shall be submitted to COUNTY for review and approval prior to bidding. COUNTY shall review the documents and incorporate terms and conditions as required by COUNTY or by federal requirements.

(d) CENTER shall comply with the requirements of 24 CFR Part 84.44 and OMB Circular A-110 SUBPART C .40-.48 both of which define "Procurement".

TASK TWO: BID RESPONSE REVIEW

Following the close of the bidding period, COUNTY and CENTER shall jointly review the bids received. After review, CENTER shall verify contractor qualifications, and COUNTY shall verify that the apparent low and successful bidder is not suspended or debarred from doing business under federally funded contracts.

TASK THREE: CONTRACTOR SELECTION

CENTER shall select, with COUNTY acting in an advisory capacity, the contractors to be awarded the Project construction contract. CENTER shall prepare and negotiate the contracts with the contractors and monitor the performance to meet certain requirements, such as, but not limited to, appropriate contractor licensing, proper insurance coverage, certificates, and permits.

TASK FOUR: PRE-CONSTRUCTION CONFERENCE

CENTER and COUNTY shall hold a joint pre-construction conference at CENTRAL FLORIDA FAMILY HEALTH CENTER with the contractor, subcontractors, utility company representatives (if applicable), and other construction involved entities for the purpose of:

1. Identifying the project managers;
2. Discussing the plans and specifications;
3. Discussing construction procedures and establishing a construction schedule;
4. Answering any questions prior to construction; and
5. Discussing Federal requirements and regulations (COUNTY staff shall present this information.)

TASK FIVE: PROJECT MONITORING & PROGRESS REPORTS

CENTER shall provide a project manager to monitor the activities. The project manager shall be responsible for responding to all requests by COUNTY. In accordance with Section 9 of the Agreement, the project manager for CENTER shall provide monthly reports (attached hereto as EXHIBIT D) to COUNTY by the fifteenth (15th) day of every month.

TASK SIX: PAYMENT

CENTER shall receive payments from COUNTY in accordance with Section 5 of the Agreement. CENTER shall strictly adhere to the Project completion and fund expenditure timetable specified in Section 5(e) of the Agreement with 100% completion by no later than March 31, 2009. Failure to adhere to said timetable shall be a breach of the Agreement and may, at the option of the COUNTY result in denial of subsequent request for payment, termination of the Agreement, recapture of all funds previously paid to CENTER or initiation of other remedies pursuant to Section 22 of the Agreement.

EXHIBIT C-1

CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.

REVISED REQUEST FOR PAYMENT

CDBG 2006-2007

Subrecipient: Central Florida Family Health Center, Inc.

Name of Activity: Parking lot expansion

Mailing Address: 2400 State Road 415
Sanford, FL 32771

Contact Person: _____

Payment Request No: _____ Telephone Number: _____

Activity	Original Budget Amount	Payment Amount this Request	Paid To Date	Budget Balance
Parking Lot Expansion	$200,000.00	$	$	$
TOTAL	$200,000.00	$	$	$

Attach a copy of all supporting documentation for this Payment Request

Estimated Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required Completion Date: ~~March 31, 2008~~ March 31, 2009. Requests for payment submitted after March 31, 2009 will not be approved by the COUNTY.

Submitted By: _____ Title: _____

Signature: _____ Date: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Execution of the Seminole County/Seminole County Housing Authority Tenant-Based Rental Assistance Subrecipient Agreement Program Year 2007-2008

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: David Medley **CONTACT:** Buddy Balagia **EXT:** 2389

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Seminole County/Seminole County Housing Authority Tenant-Based Rental Assistance Subrecipient Agreement Program Year 2007-2008.

County-wide Buddy Balagia

BACKGROUND:

The County has historically used the Seminole County Housing Authority to administer its HOME Program-funded Tenant-Based Rental Assistance (TBRA) Program. The TBRA Program assists very low income households in Seminole County by funding a portion of their rent payments (payments are made to landlords), and is restricted to households headed by elderly persons, persons with disabilities, or persons in school or vocational training on a full time basis (to establish self-sufficiency).

The attached TBRA Subrecipient Agreement encumbers program year 2007-2008 HOME funds, which have an October 31, 2012 expenditure deadline. The Agreement will take effect on April 1, 2008 and expire on September 30, 2010.

The Agreement contains specific performance thresholds which require SCHA to achieve a caseload of at least fourteen (14) very low income TBRA client households within 120 days after execution of the Agreement, and to maintain or exceed that same caseload by the one (1) year milestone. The Agreement provides for $250,000 in HOME TBRA funds, and $20,000 in HOME administration funds for project delivery fees ($50 per assisted household per month for approximately 17 households). Recent monitoring of SCHA confirms that it continues to perform in compliance with HOME regulations.

STAFF RECOMMENDATION:
Approve and authorize the Chairman to execute the Seminole County/Seminole County Housing Authority Tenant-Based Rental Assistance Subrecipient Agreement Program Year 2007-2008.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

SEMINOLE COUNTY/SEMINOLE COUNTY HOUSING AUTHORITY
TENANT-BASED RENTAL ASSISTANCE PROGRAM SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2007-2008

THIS AGREEMENT is made and entered into this _____ day of _____, 2008 between the **SEMINOLE COUNTY HOUSING AUTHORITY,** a public body corporate organized under the laws of the State of Florida, whose address and principal place of business is 662 Academy Place, Oviedo, Florida 32765, hereinafter referred to as "SCHA", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY has heretofore made application, submitted a plan for receipt of HOME Program funds and entered into a contract for receipt of Program Year 2007-2008 funding with the United States Department of Housing and Urban Development ("HUD"), pursuant to Title I, Housing and Community Development Act of 1974, as amended, and the implementing HOME Program regulations set forth in 24 Code of Federal Regulations ("CFR") Part 92; and

WHEREAS, the COUNTY desires to engage SCHA to render certain Tenant-Based Rental Assistance services necessary to accomplish the COUNTY's affordable housing goals; and

WHEREAS, the Tenant-Based Rental Assistance activities under this Agreement consist of providing rent and security deposit assistance payments to Very Low Income households for the purpose of providing affordable rental housing to elderly and disabled individuals and those trying to achieve self sufficiency; and

WHEREAS, the COUNTY and SCHA have determined that it serves an essential public purpose of providing affordable housing for lower income citizens of Seminole County to enter into this Agreement (the "Agreement") and continue funding SCHA's Tenant-Based Rental Assistance activities within Seminole County, Florida through September 30, 2010 from COUNTY's 2007-2008 Program Year allocation,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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

Section 2. Definitions.

(a) "CS Administrator" means the Seminole County Community Services Department Director or the Community Assistance Division Manager acting through and on behalf of the Director or their designee.

(b) "County Approval" means written approval by the CS Administrator.

(c) "HOME Program" - the HOME Investment Partnerships Program as authorized by 42 U.S.C. section 12.701, et seq.

(d) "HOME regulations" - 24 CFR Part 92 and supplemental, additional or successor provisions.

(e) "Housing activities" - those subsidized and funded housing assistance programs authorized under Title 24, Code of Federal Regulations, Part 92, involving SCHA, including particularly the

Tenant-Based Rental Assistance Program as defined herein and therein.

(f) "Tenant-Based Rental Assistance" or "TBRA" shall mean that program for rental assistance and security deposit payment assistance on behalf of Very Low Income households and certain preferences described in 24 CFR section 92.209 and in Exhibit "A" hereto.

(g) "Very Low Income" - gross household income that does not exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

Section 3. Statement of Work.

(a) SCHA, in a manner satisfactory to the COUNTY, shall perform or cause to be performed all services as implied, described, referred to or governed by Exhibit "A", TBRA Implementation Plan, attached hereto and incorporated herein by reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of SCHA. SCHA shall also strictly adhere to the Housing Quality Standards set forth as Exhibit "A-2" to this Agreement and incorporated herein by reference.

(b) The parties recognize that this Agreement is for payment by SCHA of Tenant-Based Rental Assistance payments to landlords and/or management companies on behalf of Tenant-Based Rental Assistance clients and for the costs of implementing certain housing activities. The parties further recognize and agree that this Agreement is directly related to implementing the COUNTY's Tenant-Based Rental Assistance Program as included in and authorized by the HOME Program.

(c) As a precondition to receiving the full amount of TBRA funding envisioned by this Agreement, SCHA shall reach a minimum tenant caseload of fourteen (14) separate households by no later than one hundred twenty (120) days from the execution date of this Agreement. SCHA shall also maintain a minimum of fourteen (14) TBRA assisted households throughout the term of this Agreement. If SCHA fails to achieve the minimum fourteen (14) TBRA assisted households caseload by the one hundred twenty (120) day deadline, TBRA funding hereunder shall be reduced accordingly to a level sufficient to sustain the lower number of households being assisted as of that date, consistent with the Certificate Model/Minimum and Maximum Household Payment parameters described in Exhibit "A" hereto for the duration of this Agreement. Any excess funding previously provided to SCHA shall be recaptured by COUNTY. COUNTY shall not be obligated to reinstate the withheld or recaptured funding for otherwise TBRA eligible households being added to SCHA's caseload after the one hundred twenty (120) day deadline.

Section 4. Term. This Agreement shall be effective upon execution by both parties and shall automatically terminate on October 31, 2010 unless otherwise amended or extended by mutual, written agreement of the parties. COUNTY shall pay SCHA for the services described in Exhibit "A-1" commencing May 1, 2008 and completed by September 30, 2010. All of such payments shall conform to the Budget and Financial Information set forth as Exhibit "B" to this Agreement and incorporated herein by reference. The requirements set forth in Sections 12, 13, 14, 16, 20 and 23 hereunder shall survive the term of

this Agreement as a whole.

Section 5. Consideration and Limitation of Costs. Subject to SCHA's performance under Section 3, above, and its compliance with HOME regulations, COUNTY shall pay SCHA for the services described in Exhibit "A" to this Agreement an amount up to but not exceeding TWO HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS ($270,000.00) as set forth in Exhibit "B", Budget and Financial Information.

Section 6. Requests for Disbursement of Funds and Required Reporting.

(a) Payments to SCHA by the COUNTY shall be on a monthly invoice basis and shall be contingent upon SCHA's timely submittal of acceptable documentation to the COUNTY on or before the fifteenth (15th) day of each month during the term of this Agreement. Such required documentation shall include the following:

(1) Verification that each household assisted by SCHA with funding derived under this Agreement qualifies as a Very Low Income household. Such reports shall be updated each month for any new additions or deletions to the list of clients assisted by SCHA but need not include verification for current clients already being served for which such documentation has already been provided. The foregoing not withstanding, all TBRA assisted household incomes shall be reverified annually, within sixty (60) days of the anniversary date of said household's initial approval and acceptance into the TBRA Program.

(2) SCHA shall provide the COUNTY, in a form prescribed by COUNTY, a monthly tenant roll summarizing the amount of the COUNTY's

TBRA Program funds obligated and expended for each household assisted by the housing activities. Included in the tenant rent roll shall be a summary of demographic data for each housing unit identified for assistance and each housing activity. The COUNTY shall be provided copies and transcriptions of any records deemed necessary by the COUNTY to accomplish the foregoing process.

(3) A completed Payment Request Form, attached hereto and incorporated herein as Exhibit "C", as a precondition for COUNTY to initiate the payment process. Such Form shall be submitted under a letter of transmittal on SCHA's letterhead, signed by its Executive Director. All payment requests shall include statements of all rent costs, deposit subsidies and administrative expenses services for the current report period categorized by budget line item and consistent with the requirements of Exhibits "B" and "C" to include supporting documentation such as invoices and rent or deposit receipts.

(b) Payments to SCHA shall be as soon as practicable; provided, however, that if SCHA has performed services in full compliance with this Agreement, HOME regulations, and applicable laws, rules and regulations, payment shall be made by the COUNTY to SCHA within thirty (30) days of receipt of acceptable documentation by the COUNTY.

(c) All receipts and disbursements by SCHA shall be fully documented to the satisfaction of the COUNTY so as to be available upon request for inspection or audit in accordance with this Agreement and Florida law, or as otherwise may be reasonably required by the COUNTY.

(d) SCHA shall, in conjunction with the final payment request, transfer to COUNTY a full and complete copy of all client files, project files and all other documents related to any funding hereunder provided by COUNTY.

(e) Within thirty (30) days after completion of all services to be performed hereunder, SCHA shall render a final and complete statement to COUNTY of all costs and charges for services not previously invoiced. Such statement shall be presented in a format consistent with that prescribed by subsection 6(a)(3), above. The COUNTY shall not be responsible for payment to SCHA of any charges, claims or demands for any period ending after September 30, 2010 and not received by COUNTY within thirty (30) days thereafter.

(f) The COUNTY shall have access to and be provided copies and transcripts of SCHA's records for activities and services performed during the term of this Agreement as necessary for the COUNTY or HUD to determine compliance with HOME regulations and this Agreement.

Section 7. Unavailability of Funds. If the COUNTY learns that funding from the Federal government cannot be obtained or continued, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to SCHA as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SCHA after SCHA has received such notice of termination. In the event there are any unused or returned COUNTY funds, SCHA shall promptly refund those funds to the COUNTY.

Section 8. Compliance with Federal and State Law and Uniform Administrative Requirements. SCHA shall comply with all Federal, State and local laws and regulations in its performance of this Agreement. It is understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(a) Federal Statutes.

(1) Title 24, Code of Federal Regulations, Part 92, "Regulations Relating to Housing and Urban Development", including particularly the parts and sections identified below;

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968"; and

(4) 42 USCA Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped".

(b) Uniform Administrative Requirements.

(1) "OMB Circular A-87 "Cost Principles For State, Local and Indian Tribe Governments";

(2) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations"; and

(3) If applicable, OMB Circular No. A-133, addressing auditing procedures involving grants of more than $500,000.00.

(c) 24 CFR 84 - "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" specifically the following sections:

(1) 24 CFR 84.2 - "Definitions";

(2) 24 CFR 84.5 - "Subawards";

(3) 24 CFR 84.13, 84.14, and 84.16 - "Debarment and Suspension; Drug Free Work Place" "Special Awards Conditions" and "Resource Conservation and Recovery Act";

(4) 24 CFR 84.21 - "Standards for Financial Management Systems";

(5) 24 CFR 84.22 - "Payment";

(6) 24 CFR 84.26-84.28 - "Non-Federal Audits", "Allowable Costs" and "Period of Availability of Funds";

(7) 24 CFR 84.30 - "Purpose of Property Standards";

(8) 24 CFR 84.31 - "Insurance Coverage";

(9) 24 CFR 84.34-84.37 - "Equipment", "Supplies and Other Expendable Property", "Intangible Property" and "Property Trust Relationship";

(10) 24 CFR 84.40-84.48 - "Purpose of Procurement Standards", "Recipient Responsibilities", "Codes of Conduct", "Competition", "Procurement Procedures", "Cost and Price Analysis", "Procurement Records", "Contract Administration" and "Contract Provisions";

(11) 24 CFR 84.51 - "Monitoring and Reporting Program Performance";

(12) 24 CFR 84.60-84.62 - "Purpose of Termination and Enforcement", "Termination", and "Enforcement";

(13) 24 CFR 84.72 - "Subsequent Adjustments and Continuing Responsibilities"; and

(14) 24 CFR 84.73 - "Collection of Amounts Due".

(d) HOME Program Requirements. SCHA shall fully comply with the HOME regulations, contained within 24 CFR, Part 92, including particularly the following:

(1) Section 92.209 - "Tenant Based Rental Assistance: Eligible Costs and Requirements";

(2) Section 92.216 - "Income Targeting: Tenant Based Rental Assistance and Rental Units";

(3) Section 92.251 - "Property Standards";

(4) Section 92.252 - "Qualifications as affordable housing: rental housing";

(5) Section 92.257 - "Faith Based Activities";

(6) Section 92.350 - "Other Federal Requirements";

(7) Section 92.351 - "Affirmative Marketing; minority outreach program";

(8) Section 92.353 - "Displacement, Relocation, and Acquisition";

(9) Section 92.354 - "Labor";

(10) Section 92.355 - "Lead based paint";

(11) Section 92.356 - "Conflict of Interest";

(12) Section 92.358 - "Consultant Activities";

(13) Section 92.504 - "Participating jurisdiction Responsibilities; written agreements; on-site inspections";

(14) Section 92.505(b) - "Applicability of Uniform Administrative Requirements"; and

(15) SCHA shall not assume COUNTY responsibilities for environmental review under 92.352 and the intergovernmental process under 92.357. However, SCHA is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with State and local regulations, nor is SCHA released from any environmental pollution that it may cause or have caused and SCHA shall assume full liability therefore; and

(16) SCHA, its officers, board members and employees shall adhere to the HOME Program Conflict of Interest Policy set forth as Exhibit "A-3" to this Agreement and incorporated herein by reference.

(e) Compliance with State and Local Laws and Regulations. During the execution and implementation of this Agreement, SCHA shall comply with all applicable State and local laws, regulations and ordinances, including but not limited to the following:

(1) Chapter 112, Part III, Florida Statutes - "Code of Ethics for Public Officers and Employees". SCHA shall not engage in any actions under this Agreement that would create a conflict of interest for itself or involving any of its officers, directors or employees pursuant to said statutes;

(2) Chapter 119, Florida Statutes - "Public Records";

(3) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY; and

(4) SCHA shall comply with the Local Relocation and Anti-displacement Policy (the "Policy), as adopted by the COUNTY. Should

SCHA's performance during this Agreement necessitate, as determined by applicable Federal regulations, particularly as to compliance with the Uniform Relocation Assistance and Real Property Act (the "Act"), SCHA shall immediately notify the COUNTY accordingly. Upon such notification, COUNTY shall implement and administer the Policy and the Act pursuant to this Agreement. The parties agree that, should the aforementioned occur, COUNTY shall use funds budgeted in Exhibit "B" to pay for relocation and displacement costs.

Section 9. Amendments to Agreement. This Agreement may be amended from time to time by mutual agreement of the parties by adoption and execution of a written instrument of equal dignity herewith. Except for changes with respect to Section 28 as explained below, changes to any other covenants, exhibits, conditions of performance or the term of this Agreement shall only be made by formal, written amendment to this instrument. A change in the parties designated for notice pursuant to Section 28 hereof may be made by written notice sent via U.S. Mail to the other party and without the need for formal amendment to this Agreement. Any such notice of a change in the person(s) designed for notice shall be attached to each party's copy of this Agreement and shall be deemed effective three (3) business days subsequent to the postmark date.

Section 10. Project Publicity. Any news release, project sign or other type of publicity pertaining to the TBRA project, as stated herein, shall recognize the Seminole County Board of County Commissioners as the recipient funded by HUD and providing funds to SCHA.

Section 11. Management Assistance. The CS Administrator or designee shall be reasonably available to SCHA to provide guidance on HOME regulations; provided, however, that this provision shall not be construed as giving legal advise to SCHA or relieving SCHA from any duties or obligations set forth herein.

Section 12. Maintenance of Records.

(a) SCHA shall, at a minimum, maintain all records required by applicable Federal, State and local laws, rules, regulations and procedures.

(b) SCHA shall maintain such records, accounts and property and personnel records as deemed necessary by Florida law and the COUNTY or otherwise typical in sound business practices to assure proper accounting of project funds and compliance with this Agreement.

(c) SCHA shall maintain all necessary financial records as required by Federal and State law and ensure maintenance of financial records relative to the following matters:

(1) Rents and security deposits paid by SCHA on behalf of income qualified tenants;

(2) Items purchased and paid for through standard procedures adopted by SCHA: invoices and copies of canceled checks;

(3) Agreements, including the contract itself, billings and copies of canceled checks.

(d) If receiving more than $500,000 per year from all Federal sources, SCHA shall perform an annual audit of tenant based rental assistance activities in accordance with Federal OMB Circular A-133. Copies of all audits regarding or otherwise relating to the use of

these funds shall be provided to the COUNTY and the CS Administrator. The audit shall include an opinion of compliance or non-compliance with the regulations listed in Section 8 of this Agreement.

(e) All records of whatsoever type or nature required by this Agreement shall be available for audit, inspection and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit pertaining to this Agreement made by any Federal, State or local agency. SCHA shall retain records and supporting documentation related to this Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law; provided, however, that if litigation ensues from any matter arising pursuant to this Agreement, such records shall be maintained until the litigation is concluded, even if longer than five (5) years.

Section 13. Non-Expendable Property. Any non-expendable personal property acquired by SCHA to perform the projects stated herein and approved by the COUNTY hereunder shall be subject to Federal, State and local regulations including, but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any grant funded non-expendable personal property shall be made available to the COUNTY and HUD in accordance with the aforesaid provisions.

Section 14. Liability. Except for TBRA payments as specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity or corporation who contracts with or who provides goods or services to SCHA in connection with the services SCHA performs

hereunder, or for debts or claims accruing to such parties against SCHA. This Agreement shall not create a contractual relationship, either express or implied, between the COUNTY and any other person, firm, entity or corporation supplying any work, labor, services, goods or materials to SCHA as a result of services or payments provided hereunder.

Section 15. Subcontracts. All contracts made by SCHA to perform the activities described in Exhibit "A" shall comply with applicable laws, rules and regulations set forth in this Agreement as well as local ordinances. The COUNTY shall be notified of any such contracts. Any additional work or services subcontracted hereunder by SCHA shall be specified by written agreement and expressly made subject to this Agreement.

Section 16. Sovereign Immunity, Indemnification And Related Matters. The parties agree that the COUNTY does not provide or conduct any of the services to be provided by SCHA under this Agreement; is not responsible for the purchase or subcontracting of any activities or services provided or operated by SCHA; does not employ, train, or otherwise deal with any employees of SCHA; and has no control over the operations of SCHA except as may be expressly stated in this Agreement. Accordingly, SCHA hereby assumes responsibility for all claims for fraudulent conduct, personal injury (including death) and property damage arising from its own negligent or intentional torts or other actions or those caused by its employees, officers, directors, contractors, or other persons under the control of SCHA. The COUNTY shall be responsible for all of its

own negligent or intentional torts or those caused by its employees, agents, elected and appointed officials, officers, directors, board or committee members, and other persons under its control. The foregoing clauses are acknowledgments by each party that there is no indemnification of the other party, and the foregoing clauses shall not in any way be construed to be or in any way interpreted to be any agreement to provide indemnification of either party by the other party. Section 768.28, Florida Statutes, shall govern all aspects of sovereign immunity and the limitation of damages available under said statute concerning the parties to this Agreement, and each party does not in any way waive any rights to sovereign immunity.

Section 17. Insurance. SCHA shall ensure that either its insurance coverage or self-insurance program and the insurance coverage of its contracted agents and vendors is adequate and sufficient for the activities performed pursuant to this Agreement. SCHA shall ensure that the insurance requirements imposed on all vendors, contractors and agents conform to and comply with this Agreement and applicable Federal, State and local regulations. SCHA shall require all such persons to name both SCHA and the COUNTY as additional insureds in the insurance policy required hereunder and to provide proof of adequate insurance at or prior to the time of commencement of services or goods to SCHA.

Section 18. Non-Assignability. Neither party shall assign this Agreement nor any interest herein without the prior written consent of the other party.

Section 19. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 20. Program Income. In the event that any program income (returned funds) is received by SCHA during or after the term of this Agreement, SCHA shall immediately return such monies to the COUNTY.

Section 21. Suspension and Termination. This Agreement may be terminated for reasons of enforcement or convenience in accordance with 24 CFR Sections 85.43 and 85.44, or other good cause by the COUNTY. Notice thereof shall be provided pursuant to this Agreement.

Section 22. Breach of Agreement.

(a) Any failure to comply with the Tenant-Based Rental Assistance Program, timely development and maintenance of minimum levels of assisted household caseload required by Section 3(c) or other terms of this Agreement shall constitute a breach of this Agreement. In the event of a breach by SCHA, County shall have the option to terminate or suspend this Agreement and to seek the remedies allowed by Section 23 hereof.

(b) Should any of the funds paid by the COUNTY pursuant to this Agreement be misused or misappropriated by SCHA, such occurrence shall be an event of default hereunder. Said funds shall be immediately due and payable to the COUNTY. The COUNTY may send a letter to SCHA demanding payment of said monies which may be recorded in the Official Land Records so as to constitute a lien on any and all of SCHA's real and personal property as provided in Section 21(g) of this Agreement.

Section 23. Enforcement of Agreement and Remedies. Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to SCHA pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

(a) Immediately terminate this Agreement, with or without notice;

(b) Reallocate the remaining uncommitted funds toward another HUD program or toward the COUNTY's trust fund;

(c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by SCHA;

(d) Demand SCHA immediately repay any monies expended in accordance with this Agreement;

(e) Require specific performance of this Agreement;

(f) Demand payment and/or performance from the surety, if applicable; and/or

(g) Impose a lien upon any and all of SCHA's real or personal property. To create such a lien, the COUNTY shall send a letter to SCHA demanding refund of any monies expended to SCHA pursuant to this Agreement. Said letter shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon SCHA's real and personal property.

(h) Initiation of a suit in law or equity in a court of competent jurisdiction to obtain any available remedy.

Section 24. Reversion of Assets. Upon expiration of this Agreement, SCHA shall transfer to the COUNTY any HOME Program funds remaining and any accounts receivable attributable to the use of HOME

Program funds pursuant to 24 CFR section 92.504(c)(2)(vii). SCHA shall not be allowed to acquire any real property from HOME funds allocated to SCHA under this Agreement.

Section 25. Certification Regarding Lobbying. SCHA certifies by its signature hereunder, that to the best of its knowledge and belief:

(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned 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 contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan or cooperative agreement.

(b) If any funds other than CDBG and HOME Program 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 any employee of a member of Congress in connection with this Agreement, SCHA shall promptly prepare and submit Federal OMB form SF-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

Section 26. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or

provisions shall be null and void; shall be deemed separable from the remaining covenants or provisions of this Agreement; and shall in no way affect the validity of the remaining covenants or provisions of this Agreement. Any responsibility of SCHA provided under this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

Section 27. Entire Agreement and Effect on Prior Agreement. This instrument and the Exhibits attached hereto constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment hereto.

Section 28. Notices. Whenever either party desires to give notice unto the other, notice shall be sent to:

For COUNTY:

CS Administrator
Community Services Department
534 W. Lake Mary Boulevard
Sanford, Florida 32771

For SCHA:

Executive Director
Seminole County Housing Authority
662 Academy Place
Oviedo, Florida 32765

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date hereinabove first written.

SEMINOLE COUNTY HOUSING AUTHORITY

_____ By: _____
KEVIN DUNK, Executive Director RENEE P. TELSON, Chair

Date: _____

STATE OF FLORIDA]
]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this _____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RENEE P. TELSON and KEVIN DUNK, as Chair and Executive Director, respectively, of SEMINOLE COUNTY HOUSING AUTHORITY, a public body corporate organized under the laws of the State of Florida, [ ] who are personally known to me or [ ] who have produced _____ as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(NOTARY SEAL)

_____
Print Name: _____
Notary Public in and for the
County and State Aforementioned

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____ By: _____
MARYANNE MORSE BRENDA CAREY, Chairman
Clerk to the Board of
County Commissioners of Date: _____
Seminole County, Florida.

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency

_____
County Attorney
AWS/lpk
2/26/08
P:\Users\aschneider\HUD-CDBG\TBRA-SCHA Template Agrmt 2008.doc

Attachments:
- Exhibit "A-1" - TBRA Implementation Plan
- Exhibit "A-2" - Housing Quality Standards
- Exhibit "A-3" - HOME Program Conflict of Interest Policy
- Exhibit "B" - Budget and Financial Information
- Exhibit "C" - TBRA Payment Request Form

EXHIBIT "A-1"

SEMINOLE COUNTY, FLORIDA
TENANT-BASED RENTAL ASSISTANCE (TBRA)
IMPLEMENTATION PLAN
August 1, 2006

Statement of Policies And Procedures

The County's Tenant-Based Rental Assistance (TBRA) Program is allocated from its HOME Program grant. Its primary function in Seminole County is to accommodate very low income renter households within the County. The administration and implementation of the TBRA Program will be conducted in accordance with selected subrecipients of Seminole County (a/k/a the Participating Jurisdiction, or "PJ") and shall be in compliance with 24 CFR, Part 92 and with this TBRA Implementation Plan ("the Plan").

Local Objectives

The TBRA Program is designed to provide decent, safe, and sanitary housing for very low income households. Financial assistance in the form of rental subsidy payments will be made on behalf of approved eligible Seminole County resident, very low income tenant households for up to 24 months with a minimum of one year lease agreement. Extensions are possible, as addressed in this Plan.

The TBRA Program is designed to assist 1) households involved in self-sufficiency, 2) elderly households, and 3) households with persons with disabilities. All issues related to TBRA not addressed in this document are governed by such federal regulations, HUD memos, notices and guidelines of the Participating Jurisdiction (PJ).

Fair Housing Policy

It is the policy of the PJ to comply fully with all Federal, State, and local non-discrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The PJ shall not deny any household the opportunity to apply for or, depending upon eligibility, receive assistance under the TBRA Program on the basis of ethnicity, color, sex, religion, creed, national, age, family or marital status, or disability. All households are encouraged to search for housing in areas of non-low

income and non-minority concentration.

Translation of Documents

The PJ has bilingual staff to assist Spanish speaking households and, when necessary, will provide bilingual staff for verbal translation.

Family Outreach

TBRA subrecipients will publish and disseminate information as to the availability of assistance for very low income households initially and on an as-needed basis. To reach households least likely to apply for TBRA assistance, subrecipients will distribute emails, flyers and/or information sheets to the broadcasting media and locations where preferred households are likely to be informed of the program (Public Housing Authorities, public laundry facilities, affordable rental housing complexes, La Prensa, The Orlando Times, senior centers, agencies that assist persons with disabilities, etc.). Documentation of such notification and/or distribution shall be noted in the program file, with copies of the distributed information.

Owner Outreach

The PJ encourages owners of decent, safe, and sanitary housing units to lease to TBRA households. The PJ especially encourages program participation in units outside predominantly lower income or minority areas. All subrecipients are required to perform outreach to owners (e.g., apartment complexes) to recruit eligible units for use by approved households.

Required Postings

The PJ's subrecipient(s) will post, in its offices in a conspicuous place, and understandable by persons with disabilities and translated in to Spanish, the following information:

- The Plan
- Notice of the status of the waiting list (opened or closed)
- Address of office, office hours, telephone numbers, and hours of operation
- Income limits for admission
- Informal review and informal hearing procedures
- Fair Housing poster and logo

- Equal Opportunity in Employment Poster

Eligibility Criteria

- Seminole County resident (currently residing or employed within Seminole County).
- An applicant must be a "household."
- An applicant must be certified as very low income, in accordance with the HOME Program regulations.
- An applicant may be elderly (age 62+) or disabled.
- An applicant household must possess Social Security numbers for all family members aged six years or older.

Family Composition

The applicant must qualify as a "household." A household may be a single person or a group of persons. A group of persons may be two or more persons who intend to share residency whose income and resources are available to meet the household's needs. A child who is temporarily away from home because of placement in foster care is considered a member of the household. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other household members.

Applicant Status

Applicants are required to inform the respective subrecipient of changes in address or other vital information within 30 days of the change. If, after a review and processing of the application, the household is determined to be eligible, it will be notified in writing. This written notification of eligibility will be mailed to the applicant by first class mail, and copied to their file.

If the family is determined to be ineligible based on the information provided in the application, the PJ's subrecipient(s) will notify the family in writing and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation.

Time of Selection

When enrollment is open, eligible households will be selected from complete applications in date and time sequence, regardless of household size.

Completion of Full Application

All applicants will be required to:

- Complete a Criminal History Request Form.
- Complete a full application. If assistance is needed, such request will be accommodated.

Income Certification

Only households certified as very low income (income not exceeding 50% of the area median income) shall be approved for TBRA. Each subrecipient shall certify all household incomes by third party verification of income as defined in 24 CFR Part 5. Subrecipients shall also re-certify all participant households on an annual basis by third-party verification in order to continue TBRA, and such income re-certifications must be completed within 30 days prior to the anniversary date of the initial income certification for each assisted household.

Each subrecipient will maintain a computerized tracking system to ensure the timely recertification of each participant household. Using 24 CFR Part 5 third-party verification, each subrecipient shall maintain all income statements, proofs of income, and income calculations in the household's file. Income may be verified from pay stubs, letters from employers, child support decrees, bank statements, statements from the Social Security Administration and any retirement or pension systems, etc. All such income statements must be maintained in the household's file.

Waiting List

Each funding subrecipient will maintain a TBRA waiting list. When the need arises, respective subrecipients will conduct an open enrollment period for new applicants. Applicants will receive assistance on a first-come, first-approved (income-eligible), first-served basis, as long as funds are available. If any TBRA-assisted applicants are

recruited from any local Section 8 waiting list (i.e., from the Seminole County Housing Authority or the Sanford Housing Authority), then the household's ranking on that waiting list will be maintained during the tenure and after discontinuation of TBRA assistance.

Program Preferences

Only very low income households will be assisted. Also, assistance will only be approved for:

- Participants in a self-sufficiency program (enrolled in accredited institutions of higher education or vocation training institutions, pursuing coursework intended to satisfy requirements for a degree or certificate and, at a minimum, the head or of household or spouse must qualify as a full time student, as defined by his/her school.);
- Elderly households (head of household or spouse age 62+);
- Households with persons (head of household or spouse) with disabilities.

Occupancy Standards

There must be at least one person per bedroom on the TBRA contract. Subsidy standards for determining housing size shall be applied in a manner consistent with Fair Housing guidelines. For subsidy standards, an adult is a person 18 years of age or older.

The unit size on the TBRA contract remains the same as long as the family composition remains the same, regardless of the actual unit size rented. Generally, each person will be assigned to a bedroom, with the following exceptions:

- Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under six years of age).
- Foster children will be included in determining unit size only if they will be in the unit for at least 12 months.
- Foster children will not be required to share a bedroom with family members.
- Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the live-in attendants'

family.

- Space may be provided for a child who is away at school but lives with the family during school recesses.
- Adults of different generations will have separate bedrooms.
- Single person households may be allocated one bedroom.
- Children of the same sex shall occupy a bedroom.

Written Agreement & Lease Agreement

A written HOME agreement between each respective subrecipient, acting on behalf of the PJ, will be executed with each participating household before any funds are approved. Each written HOME agreement shall be approved by the PJ and shall contain requirements as required by 24 CFR 92.209 and 92.253, and shall not expire prior to the termination of TBRA. The agreement shall be maintained in the client's file.

The term of the lease agreement between the tenant household and the owner shall not be less than one year, unless both parties agree otherwise, and shall not exceed two years (but can be extended beyond two years, if necessary). Any lease agreement or any addendum thereto may not contain any provisions prohibited by 24 CFR 92.253(b). Any lease agreement containing any such prohibited provisions shall be disapproved.

Maximum & Minimum Household Payments

The Seminole County TBRA Program shall follow the Certificate model. Household contribution toward rent is 30% of adjusted gross income (including utility allowance), or $50.00 per month, whichever is greater. There is no minimum household income requirement. Households who report no income are required to submit a written affidavit of income every 30 days.

Utility Allowances

The TBRA Program uses the same Utility Allowance schedule as the local Section 8 Rental Assistance Program, as updated and amended.

Briefing Types & Required Attendance

Each subrecipient will conduct briefings for approved households. The briefings may be conducted with groups or individuals. Briefings will

be conducted in English, but translation will be provided for persons who speak only Spanish, at no expense or charge.

TBRA assistance will not be provided to a household unless a representative has attended a briefing. Applicants who fail to attend two scheduled briefings may be denied admission based on failure to supply information needed for certification. Briefings for households with disabilities may be conducted at the applicant's home, upon request.

Case Management & Supportive Services

Each subrecipient shall provide, directly or indirectly, case management and sufficient supportive services to ensure family stability, better living conditions, and achievement toward self-sufficiency, where applicable.

Eligible Types of Housing

Any of the following types of housing are eligible:

- Single family homes
- Duplexes, triplexes and four-plexes
- Multi-family units
- Manufactured homes where the tenant leases the mobile home and pad

Units receiving Project-Based Section 8 assistance or any duplicative rental subsidies are not eligible for TBRA assistance. HOME-assisted units are eligible; however, no households will be required to select a HOME unit as a condition of receiving TBRA.

All units must also comply with minimum Section 8 Housing Quality Standards (HQS) for TBRA housing, as published by the U.S. Department of Housing & Urban Development (HUD), attached hereto.

Payment Standard

The TBRA Payment Standard is established at 100% of the Section 8 Fair Market Rent (FMR) for the Orlando Metropolitan Statistical Area (MSA), as revised from time to time. Contract rent will not exceed 100% of FMR, less the established utility allowance. Each subrecipient will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease in the private

unsubsidized market. All rents and increases in rent must be approved by the respective subrecipient prior to assistance being approved by any subrecipient. The subrecipient shall not approve a rent until it determines that the rent is reasonable. Documentation of rent reasonableness (a written market analysis) must be maintained in each client file.

Information to Owners

In accordance with HUD requirements, each subrecipient will furnish prospective owners (landlords) with the household's current address and, if known and if applicable, the name and address of the landlord at the household's current and prior address. It is the responsibility of the landlord to determine the suitability of prospective tenants. Owners are encouraged to screen applicants for factors related to the household's suitability as tenants.

Guidelines for Unit Inspections

There are four types of inspections each subrecipient is expected to perform on behalf of the PJ:

- Initial/Move-in
- Annual
- Special/Complaint

The Initial Inspection will:

- Determine if the unit and property meet HQS.
- Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.
- Document the information to be used for determination of rent reasonableness.
- Verify which utilities will be paid by the landlord and by the tenant.

If the unit fails the initial HQS inspection, the owner will be advised to notify the subrecipient once repairs are completed.

HQS inspections will be conducted at least annually, within 30 days prior to the anniversary month of the contract. The landlord must correct all HQS deficiencies within 30 days. The household must allow

inspections of the unit at reasonable times with reasonable notice. Inspections will be conducted on business days only.

Time Standards for Repairs:

- The owner must correct emergency items that may endanger the household's health or safety within 24 hours of notification.
- For non-emergency items, repairs must be made within 30 days.
- For major repairs, each subrecipient may approve an extension beyond 30 days, on a case-by-case basis.

If at any time the household or owner indicates that the unit does not meet HQS, an inspection must be scheduled. Each subrecipient may also conduct a special inspection based on information from third parties such as neighbors or public officials. Each subrecipient will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

Rent Adjustments

Owners may not request rent adjustments prior to the expiration of any lease. All rent adjustments must be approved by the respective subrecipient.

Annual Income Recertification

Households are required to be re-certified at least annually, using third party verification, from the date of initial certification. Each subrecipient will have all re-certifications for households completed before this anniversary date.

Reporting Changes in Income

Each household must report interim changes in household composition or income to their respective subrecipient agency within 10 days of the change. Any information, document or signature needed from the household needed to verify the change must be provided within 10 days of the notification date. If the household does not report the change in a timely manner, any increase in tenant rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis.

Portability

All households approved for TBRA must reside within the boundaries of Seminole County while receiving assistance, and any assisted households relocating outside of Seminole County will forfeit participation in the program.

Contract Termination

The term of the TBRA Contract between the subrecipient and the tenant is the same as the term of the lease agreement. The Contract between the owner and any subrecipient agency may be terminated by the respective subrecipient agency, or by the tenant terminating the lease agreement. The owner may also terminate the lease agreement for due cause.

If the household continues to occupy the unit after the TBRA contract is terminated, the household is responsible for the total amount of gross rent due to the owner. In addition, the owner will have no right to claim compensation from the TBRA Program or from Seminole County for any vacancy loss.

Grounds for Denial/Termination

The subrecipient may, at any time, at its option, deny TBRA assistance for an applicant or terminate program assistance for a participant for any of the following reasons:

- The household violates any obligation under the program as described in this Plan.
- The household currently owes rent or other debts to any agency in connection with any other federally-funded housing assistance.
- The household has not reimbursed any agency for amounts paid to an owner for rent, damages, or other amounts owed by the household under the lease.
- The household has engaged in or threatened abusive/violent behavior toward anyone. This includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, written or oral, that is customarily used to insult or intimidate, may be

cause for termination or denial. Actual physical abuse or violence will always be cause for termination.

- Any member of the household whose drug or alcohol abuse is criminal or interferes with the health, safety or peaceful enjoyment of other residents.
- Criminal activity by a household member, such as:
    - Drug-related criminal activity (as defined in law)
    - Any felony arrest or crimes of moral turpitude that is less than 3 years old.
    - Violent criminal activity.
    - Repeated criminal activity

If denial or termination is based upon behavior related to a disability, the PJ will delay the denial or termination in order to determine if there is an accommodation which would mitigate the behavior resulting from the disability.

Lead-Based Paint (LBP) Requirements & Responsibilities

The following units are exempt from the Plan as it relates to LBP requirements:

- Units built after December 31, 1977;
- Zero (0) bedroom and Single Room Occupancy (SRO) units;
- Housing built for the elderly or persons with disabilities, unless a child under age six resides or is expected to reside in such housing;
- Properties inspected in accordance with the regulations effective September 15, 2000, and are certified to have no LBP;
- Properties in which all LBP was identified and removed, and were cleared in accordance with the regulations effective September 15, 2000.

Non-Exempt or Covered Units:

For dwellings built before 1978 and to be occupied by assisted households with children under age six, LBP requirements apply to:

- The interior and exterior paint surfaces associated with the assisted unit; and

- The common areas servicing the unit, including those areas through which residents must pass to gain access, and other areas frequented by resident children under age six, such as play areas and child care facilities. Common areas also include garages, outbuildings, and fences on the assisted property.

Each subrecipient agency is responsible for the following activities:

- The visual assessment for deteriorated paint;
- Assuring that clearance examinations are conducted when required;
- Record keeping;
- Disclosing any known LBP hazards to all parties prior to execution of a lease agreement;
- Providing all prospective families with a copy of Protect Your Family From Lead in Your Home;
- When necessary, requiring the owner to perform abatement to correct deteriorated paint;
- Each time abatement is performed, notifying the resident about the conduct of lead hazard reduction activities and clearance;
- Conducting lead hazard reduction activities, when required; and
- Requiring the owner to perform ongoing maintenance. As part of ongoing maintenance, the owner must provide written notice to each assisted household asking the occupants to report any deteriorated paint. The notice must include the name, address, and phone number of the person responsible for accepting the occupant's complaint.

Conflict of Interest

Each subrecipient, owner, and tenant households will comply with the PJ's HOME Conflict of Interest Policy, attached hereto.

Marketing Plan

Program information will be provided to facilities and service centers such as, but not limited to, the University of Central Florida,

Seminole Community College, the Rescue Outreach Mission of Sanford, Lisa Merlin House, Safehouse of Seminole, the Center for Affordable Housing, GoldenRule Housing and Community Development Corporation, the Goodwill Self-Sufficiency Job Center, and other agencies serving elderly persons and persons with disabilities for Seminole County residents. Dissemination will also be provided by staff presentations where appropriate.

Supplementary Assistance to Households

Each subrecipient shall provide assistance to applicants in the form of housing counseling (budgeting, home maintenance, etc.), assistance in locating and referring housing units, etc.

EXHIBIT "A-2"

HOUSING QUALITY STANDARDS

Seminole County HOME Program

Tenant-Based Rental Assistance (TBRA) Program

All assisted housing must meet the Section 8 Housing Quality Standards (HQS) performance requirements and acceptability criteria both at commencement of assisted occupancy, and throughout the assisted tenancy. Seminole County may approve acceptability criteria variations for the following purposes:

- Variations which apply standards in local housing codes or other codes adopted by the County; or
- Variations because of local climatic or geographic conditions.

The County will not approve any acceptability criteria variation if it believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice within Seminole County.

Sanitary facilities:

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

The bathroom must be located in a separate private room and have a flush toilet in proper operating condition. The dwelling unit must have a fixed basin in proper operating condition, with a sink with hot and cold running water. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water. The facilities must utilize an approved public or private disposal system (including a locally approvable septic system).

Food preparation and refuse disposal:

The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner. There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage of waste where necessary (e.g., garbage cans).

The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the family. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

The dwelling unit must have a kitchen sink in proper operating condition, with a sink with hot and cold running water. The sink must drain into an approved public or private system.

The dwelling unit must have space for the storage, preparation, and serving of food. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary waste storage facilities where necessary (e.g., garbage cans).

Space and security:

The dwelling unit must provide adequate space and security for the family. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

Dwelling unit windows that are accessible from the outside, such as first floor and fire escape windows, must be lockable. Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

Thermal environment:

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body. There must be a safe system for heating and cooling the dwelling unit. The system must be in

proper operating condition. The system must be able to provide adequate heat and cooling, either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

Illumination and electricity:

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have code-compliant and sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must be code-compliant and must ensure safety from fire.

There must be at least one window in the living room and in each sleeping room. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

Structure and materials:

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

The roof must be structurally sound and weathertight. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example,

broken or missing steps or loose boards are unacceptable. Elevators must be working and safe.

Interior air quality:

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

There must be adequate air circulation in the dwelling unit. Bathroom areas must have at least one operable window or other adequate exhaust ventilation. Any room used for sleeping must have at least one window. If the window is designed to be operable, the window must work.

Water supply:

The water supply must be free from contamination. The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

Lead-based paint:

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.

Access:

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

Site and Neighborhood:

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

Sanitary condition:

The dwelling unit and its equipment must be in sanitary condition. The dwelling unit and its equipment must be free of vermin and rodent infestation.

Smoke detectors:

Each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

EQUAL HOUSING
OPPORTUNITY

EXHIBIT "A-3"

CONFLICT OF INTEREST POLICY

HOME Program

Seminole County, FL

Applicability:

In the procurement of property and services by Seminole County and its HOME Program subrecipients (whether private, for-profit, nonprofit, or Community Housing Development Organization [CHDO]), the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all situations not governed by those provisions, the provisions of this Policy apply.

Where more strict or complimentary provisions are imposed by Part III, Chapter 112, Florida Statutes (Code of Ethics for Public Officers and Employees), which are not inconsistent with the above cited regulations, such state statutes shall also be deemed controlling on all persons covered by this Policy. Covered Persons (as defined below) as well as Owners, Sponsors, Developers and Subrecipients shall be further bound by the provision of Chapter 220, Seminole County Code (the "Purchasing Code") including particularly section 220.115 thereof, prohibiting the giving or acceptance of gifts or gratuities of any kind beyond a nominal $25.00 value, kickbacks or using any moneys received from or through the County for lobbying the State Legislature or any branch of State government.

Covered Persons:

The conflict of interest provisions of this Policy apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of Seminole County or any of its subrecipients (as defined in the previous paragraph) that receive HOME Program funds.

Conflicts Prohibited:

No person or persons described in the previous paragraph who exercise or have exercised any functions, duties, or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain any financial interest or benefit from a HOME-assisted activity or project, or have any interest

in any agreement, contract, or subcontract involving Seminole County's HOME Program or HOME funding, or any proceeds thereunder, either for themselves or those with whom they have family (including domestic partners) or business ties, during their tenure or for one year thereafter.

Covered Persons shall avoid apparent as well as actual conflicts of interest. If any Covered Person believes that he or she is faced with an actual or potential conflict, that person shall immediately report it to the Community Assistance Manager and provide a reasonably detailed memorandum of the facts and circumstances that the Covered Person believes may be an ethical conflict. In any circumstances where the Community Assistance Manager is in doubt as to any potential conflict, he or she will seek an opinion from the County Attorney's Office and if subsequently determined to be necessary, from the Florida Commission on Ethics. Such request for opinion shall be submitted through the Community Services Director. The Covered Person shall have no further involvement with functions, responsibilities and decision making processes relative to the HOME program transaction(s) that gave rise to the question unless and until the requested legal opinion finds that no such conflict exists.

Exceptions:

Upon the written request of any of the persons described above, Seminole County will contact the U.S. Department of Housing & Urban Development (HUD) to seek an exception to the above paragraph. Such exceptions will be considered on a case-by-case basis when Seminole County, based upon HUD's approval, determines that the exception will serve to further the purposes of Seminole County's HOME Program and the effective and efficient administration and/or implementation of any particular HOME-assisted activity or project.

Before any request for an exception is submitted to HUD, the County must obtain an opinion from the Seminole County Attorney's Office that the interest for which the exception is requested would not violate State or local law. An exception will be requested from HUD only if the requestor has provided a full disclosure of the nature of the

conflict, accompanied by an assurance that there has been public disclosure of the conflict, and a full description of how the public disclosure was made.

In seeking an exception from HUD, and before consulting its County Attorney's Office as described above, Seminole County will consider the cumulative effect of the following factors, as applicable:

- Whether the proposed exception would provide a significant cost benefit or a substantial or essential degree of expertise to the HOME Program, the activity, or the project which would otherwise not be available;
- Whether the person or persons affected is a member of a group or class of low income persons intended to be the beneficiaries of the HOME-assisted activity, and the exception will permit such person or persons to receive generally the same interests or benefits as is made available or provided to the group or class generally;
- Whether the affected person or persons have withdrawn from functions or responsibilities, or from the decision-making process with respect to the specific HOME-assisted activity or project, and any relevant agreements, contracts, or subcontracts, in question;
- Whether the interest or benefit was present before the affected person or persons were in a position as described above;
- Whether undue hardship will result either to Seminole County or the person or persons affected when weighed against the public interest served by avoiding the prohibited conflict; and
- Any other relevant considerations.

Owners, Sponsors, & Developers:

No owner, sponsor, or developer of a HOME-assisted project or activity (or any officer, employee, agent, or consultant of same), whether private, for-profit, or nonprofit (including any CHDOs, when acting in such capacity) may occupy any HOME-assisted housing unit. This

provision does not apply to a person who receives HOME funds to acquire or rehabilitate his or her principal residence. No employee or agent of the owner, sponsor, or developer of a rental housing project may occupy a HOME-assisted housing unit as the project manager or maintenance worker unless s/he is income-qualified under the HOME Program income requirement.

Upon the written request of a HOME-assisted owner, sponsor, or developer, Seminole County may, based upon HUD's approval, grant an exception to the provisions herein on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Program and the effective and efficient administration and/or implementation of the owner's, sponsor's, or developer's HOME-assisted project. In determining whether to grant a proposed exception, Seminole County will consider the following factors while making a request to HUD:

- Whether the person or persons receiving the benefit is a member of a group or class or low income persons intended to be the beneficiaries of the assisted housing, and the proposed exception will permit such person or persons to receive generally the same interests or benefits as are being made available or provided to the group or class in general;
- Whether the person or persons have withdrawn from his or her functions or responsibilities, or from the decision-making process with respect to the specific assisted housing in question;
- Whether the tenant protection requirements of 24 CFR 92.253 are being observed;
- Whether the County's Affirmative Marketing Procedures and Requirements are being observed and followed, if applicable; and
- Any other factor relevant to Seminole County's and HUD's determination, including the timing of the proposed exception.

- Owners, Sponsors and Developers shall be further bound by the provisions of Chapter 220, Seminole County Code (the "Purchasing Code") including particularly section 220.115 thereof, prohibiting the giving or acceptance of gifts or gratuities of any kind beyond a nominal $25.00 value, kickbacks or using any moneys received from or through the County for lobbying the State Legislature or any branch of State government.

EXHIBIT B

BUDGET AND FINANCIAL INFORMATION

SCHA TENANT BASED RENTAL ASSISTANCE PROGRAM

Funds for the rent and deposit assistance activities governed by the Agreement will be derived from the following sources:

ACTIVITY	FUNDING SOURCES	AMOUNT
HOME Program TBRA Implementation	2007-2008 HOME funds 11902-066608-580821	$250,000.00
Administrative Expenses	2007-2008 HOME funds 11902-066608-530340	$ 20,000.00
TOTAL		**$270,000.00**

Disbursements of HOME Program funds by the COUNTY to SCHA must be encumbered as evidenced by a TBRA Set-Up Report submitted to the County as required by the Agreement. All such TBRA payments must be applied by SCHA only towards assistance to Very Low Income households. Rental and security deposits payments shall be made directly to owners (landlords) by SCHA on behalf of selected, eligible tenant households.

Administrative Expenses made to SCHA for implementing and administering the Agreement shall be based on fee-for-service, not to exceed $20,000.00 during the term of the Agreement, as provided in the amount of $50.00 per month for every eligible household residing in dwelling units deemed eligible for the TBRA program. SCHA understands that because some TBRA funding may remain after all administrative expenses have been addressed and funded, SCHA will assistant any additional eligible households with no additional administrative funding until all TBRA funds have been exhausted.

EXHIBIT "C"
TENANT BASED RENTAL ASSISTANCE
PAYMENT REQUEST FORM

Completed form must be submitted monthly with a letter of transmittal on letterhead of SCHA signed by its President or its Executive Director.

Tenant Based Rental Assistance

Set-up Report
HOME Program

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171

(Exp. 05/31/2007)

Note: Complete for all Tenant Based Rental Assistance Activities.	Mark Appropriate Box: ☐ Original Submission ☐ Revision

Part A:

1. Name Participant		5. HOME Funds for Activity a. Total Funds Requested $	
2. Activity Number	3. Participant Tax ID Number	**b. Participant Number**	**c. Dollar Amount of Funds** **$**
4. Name & Phone Number of person completing form			**$**
			$

Part B: Activity Information.

1. Term of Contract	2. County Code	3. Number of Tenants Assisted

Part C: Household Characteristics. Enter one code only in each block.

No.	Tenant's Last Name or First 5 Letters of Last Name	No. of BRs	Tenant Payment (a)	Subsidy Amount (b)	Total Rent (a + b)	% of Area Median Income	Hisp	Race of Head of Household	Size of House hold	Head of House hold	Type of Contract 0=Owner T=Tenant	Is HOME sisted Te in HOME sisted Pro
1												
2												
3												
4												
5												
6												
7												
8												
9												

No. of Bedrooms Code

1 – 1 Bedroom
2 – 2 Bedrooms
3 – 3 Bedrooms
4 – 4 Bedrooms
5 – 5 or more Bedrooms

% of Area Median Code
1 – 0 – 30%
2 – 30 – 50%
3 – 50 – 60%
4 – 60 – 80%

Hispanic

y – yes
n – no

Race of Head of Household Code

11 – White
12 – Black or African American
13 – Asian
14 – American Indian or Alaska Native
15 – Native Hawaiian or Other Pacific Islander
16 – American Indian or Alaska Native & White
17 – Asian & White
18 – Black or African American & White
19 – American Indian or Alaska Native & Black or African American
20 – Other Multi Racial

Size of Household Code

1 – 1 Person
2 – 2 Persons
3 – 3 Persons
4 – 4 Persons
5 – 5 Persons
6 – 6 Persons
7 – 7 Persons
8 – 8 or more Persons

Head of Household Code

1 – Single/Non Elderly
2 – Elderly
3 – Related/Single Parent
4 – Related/Two Parent
5 – Other

Part C: (con't.) Household Characteristics. Enter one code only in each block.

No.	Tenant's Last Name or First 5 Letters of Last Name	No. of BRs	Tenant Payment (a)	Subsidy Amount (b)	Total Rent (a + b)	% of Area Median Income	Hisp	Race of Head of Household	Size of House hold	Head of House hold	Type of Contract 0=Owner T=Tenant	Is HOME As sisted Tenar in HOME As sisted Projec
10												
11												
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30												

No. of Bedrooms Code

1 – 1 Bedroom
2 – 2 Bedrooms
3 – 3 Bedrooms
4 – 4 Bedrooms
5 – 5 or more Bedrooms

% of Area Median Code
1 – 0 – 30%
2 – 30 – 50%
3 – 50 – 60%
4 – 60 – 80%

Hispanic

y – yes
n – no

Race of Head of Household Code

11 – White
12 – Black or African American
13 – Asian
14 – American Indian or Alaska Native
15 – Native Hawaiian or Other Pacific Islander
16 – American Indian or Alaska Native & White
17 – Asian & White
18 – Black or African American & White
19 – American Indian or Alaska Native & Black or African American
20 – Other Multi Racial

Size of Household Code

1 – 1 Person
2 – 2 Persons
3 – 3 Persons
4 – 4 Persons
5 – 5 Persons
6 – 6 Persons
7 – 7 Persons
8 – 8 or more Persons

Head of Household Code

1 – Single/Non Elderly
2 – Elderly
3 – Related/Single Parent
4 – Related/Two Parent
5 – Other

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owner or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and disbursement deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain activity-specific elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and disbursements of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentially when public disclosure is not required.

Sensitive Information: Some of the information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information if maintained. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

Instructions for Completing the Tenant-Based Rental Assistance Set-Up Report

HOME Program Read the instructions for each item carefully before completing the form. Use a typewriter or print carefully with a ballpoint pen. Prepare an original and one copy. Retain the copy.

Applicability. This report is to be completed for each rental activity assisted with HOME funds. A single set-up report form may include up to 99 tenants so long as the term of the contract is the same for all of the tenants in the report form. For centralized State projects, the tenants must be in the same country.

Timing. Data is to be entered into IDIS before funds may be drawn down for an activity. An amended set-up report form should be submitted to increase or decrease HOME funding for the activity.

Part A: Activity Information

1. **Name of Participant.** Enter the name of the jurisdiction.
2. **Project Number.** Enter the activity number assigned by IDIS.
3. **Participant's Tax ID Number.** Enter the Tax (Employer) Identification Number for the participant.
4. **Name & Phone Number of Person Completing Form.** Enter the name and phone number, including area code, of the person to contact for further information regarding this project.
5. **HOME Funds for Activity.**
    a. Enter the total amount of HOME funds requested for the activity.
    b. Enter the participant number (from item 2 of the HOME Investment Partnership Agreement for Project Areas) for each fiscal year source of HOME project funds committed for the activity.
    c. Enter the amount of HOME funds from each fiscal year by participant number.

Part B: Activity Information

Items 1 and 2 must be the same for all tenants included in a single activity set-up.

1. **Term of Contract.** Enter the term in months of tenant-based rental assistance activity.
2. **County Code.** To be completed only by States that are being administered in a centralized State HOME Program. Enter the 3-digit county code for the county in which the project is located.
3. **Number of Tenants Assisted.** Enter the total number of tenants to be assisted by this activity.

Part C. Household Characteristics.

Complete one line for each tenant receiving HOME tenant-based rental assistance from HOME funds.

Tenant's Last Name or First 5 Letters of Last Name. Enter the tenant's last name if the name is 5 letters or less. Enter the first five letters of the last name if the name is more than five letters.

Number of Bedrooms. Enter "0" for a single room occupancy (SRO) unit or for an efficiency unit, 1 for 1 bedroom, 2 for 2 bedrooms, 3 for 3 bedrooms, 4 for 4 bedrooms, and 5 for 5 or more bedrooms.

Monthly Rent (Including Utilities).
Tenant Payment. Enter the actual rent to the nearest dollar, including utilities, paid by the tenant at the time of activity completion. If the rent includes utilities, or if the rent includes partial utilities, *e.g.*, heat, but not electricity, these utility costs must be added to the rent. Compute utility costs for the area (and in the case of partial utilities, compute costs for utilities excluded from the rent), by using the utility allowance schedule by the local Public Housing Authority (PHA) in accordance with form HUD-52667, Allowance for Tenant Furnished Utilities and Other Services.

HOME Subsidy Amount. Enter the amount from HOME funds that will be paid to the tenant or owner as a rent subsidy payment (including any utility allowances) to the nearest dollar.

Total Rent. Enter the total monthly rent (tenant payment plus HOME subsidy amount). Note: This amount may exceed the rent paid to the owner if it includes tenant-paid utilities.

Income Data.
Percent of Area Median. For each occupied residential unit, enter one code only based on the following definitions:

1. **0–30** Percent of Area Median means a household whose adjusted income is at or below 30 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
2. **30–50** Percent of Area Median means a household whose adjusted income exceeds 30 percent and does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
3. **50–60** Percent of Area Median means a household whose adjusted income exceeds 50 percent and does not exceed 60 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
4. **60–80** Percent of Area Median means a household whose adjusted income exceeds 60 percent and does not exceed 80 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

Household Data.
Hispanic Y/N: For each occupied residential unit, enter the ethnicity for the head of household as either "Y" for Hispanic or Latino or "N" for Not Hispanic or Latino. Hispanic or Latino race is defined as a person of Cuban, Mexican, Puerto Rican, South or Central American, other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Race – Head of Household: For each occupied residential unit, enter one code only based on the following definitions:

11. **White.** A person having origins in any of the original peoples of Europe, North Africa or the Middle East.
12. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."
13. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
14. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains affiliation or community attachment.
15. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original people of Hawaii, Guam, Samoa or other Pacific Islands.
16. **American Indian or Alaska Native & White.** A person having these multiple race heritages as defined above.
17. **Asian & White.** A person having these multiple race heritages as defined above.
18. **Black or African American & White.** A person having these multiple race heritages as defined above.
19. **American Indian or Alaska Native & Black or African American.** A person having these multiple race heritages as defined above.
20. **Other Multi Racial.** For reporting individual responses that are not included in any of the other categories listed above.

Size of Household. Enter the appropriate number of persons in the household: 1, 2, 3, 4, 5, 6, 7, or 8 or more persons (for households or more than 8, enter 8).

Head of Household. For each residential unit, enter one code only based on the following definitions:

1. **Single/Non-Elderly.** One-person household in which the person is not elderly.
2. **Elderly.** One or two person household with a person at least 62 years of age.
3. **Related/Single Parent.** A single parent household with a dependent child or children (18 years old or younger).
4. **Related/Two Parent.** A two-parent household with a dependent child or children (18 years old or younger).
5. **Other.** Any household not included in the above 4 definitions, including two or more unrelated individuals.

Rental Assistance: Enter one code only to indicate the type of assistance, if any, being provided to the tenant.

1. **Section 8.** Tenants receiving Section 8 assistance through the Section 8 Certificate Program under 24 CFR part 882 or the Section 8 Housing Voucher Program under 24 CFR part 887.
2. **HOME Tenant Based Rental Assistance.** Tenants receiving HOME tenant-based assistance.
3. **Other Assistance.** Tenants receiving rental assistance through other Federal, State or local rental assistance programs.
4. **No Assistance.** Self-explanatory.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Second Amendment to the Seminole County/The Center for Affordable Housing, Inc. HOME Program Community Housing Development Organization Rental Housing Development Agreement Program Years 2003-2004, 2004-2005 and 2005-2006

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: David Medley **CONTACT:** Buddy Balagia **EXT:** 2389

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Second Amendment to Seminole County/The Center for Affordable Housing, Inc, HOME Program Community Housing Development Organization Rental Housing Development Agreement Program Years 2003-2004, 2004-2005 and 2005-2006.

District 5 Brenda Carey Buddy Balagia

BACKGROUND:

On September 26, 2006 the Board of County Commissioners (Board) approved the execution of a rental housing development agreement with the Center for Affordable Housing, Inc. (Center) to construct a new seven-unit apartment complex for very low income senior citizen households. The Agreement provided $753,100 in Community Housing Development Organization (CHDO) set-aside funds from the 2004-2005 and 2005-2006 HOME Program grants, and was approved for amendment at the February 27, 2007 Board meeting to provide an additional $70,612 in 2002-2003 HOME funds (total $823,712).

During the plan approval phase of the project, the Center has experienced the following time delays (see attached January 28, 2008 email from William F. Newman, Executive Director of the Center):

- Soil tests indicated subsurface conditions requiring additional site plan design work.
- The City of Sanford did not review architectural plans until after site plan review, thus slowing start of construction.
- The City of Sanford required revisions and re-submittals of the architectural plans and site plan.
- The St. Johns River Water Management District (SJRWMD) required repeated revisions and re-submittals, and took longer than the standard 30 day review.
- After testing and removing contaminated soil, the Florida Department of Environmental Protection required re-testing in late 2007, delaying groundbreaking until December 2007.

The First Amended Agreement expires on March 31, 2008. Due to the above cited delays, construction did not begin until December, 2007. The Center requests that the County extend the term of the Agreement to September 30, 2008. The Second Amendment provides an additional $204,924.83 in 2003-2004 HOME Program funds, bringing the total County HOME

subsidy to $1,028,636.83.

The funds are needed due to construction cost increases as follows (see attached email from William F. Newman, dated February 18, 2008):

- Soil tests revealed a higher seasonal water table than anticipated, which affected stormwater design and required off-site stormwater management.
- Due to a high water table, stormwater retention ponds had to be re-designed to be shallower, thus affecting the site plan and requiring redesign.
- New runoff treatment compliance required by SJRWMD imposed additional requirements.
- Architectural and engineering costs increased due to additional design work.
- Arbor charges of $25,000 were assessed due to the necessity of removing all trees on site because of design configurations required by both the City of Sanford and SJRWMD.

These increased costs are due to delayed construction and increased cost of construction. The additional HOME funding will eliminate the need to increase private mortgage financing by the Center, thereby assuring affordable HOME Program rents to the senior citizen tenants. The additional funding comes from the terminated TBRA Agreement with the Seminole County Housing Authority.

This Second Amendment also establishes expenditure thresholds, which obligates specific performance by the Center.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the Second Amendment to Seminole County/The Center for Affordable Housing, Inc, HOME Program Community Housing Development Organization Rental Housing Development Agreement Program Years 2003-2004, 2004-2005 and 2005-2006.

ATTACHMENTS:

1. Agreement
2. Agreement
3. Agreement
4. Letter
5. Letter

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

SEMINOLE COUNTY/THE CENTER FOR AFFORDABLE HOUSING, INC.
HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
RENTAL HOUSING DEVELOPMENT AGREEMENT
PROGRAM YEARS 2004-2005 AND 2005-2006

THIS AGREEMENT, entered into this 3 day of Oct., 2006, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **THE CENTER FOR AFFORDABLE HOUSING, INC.**, a non-profit Florida corporation, whose address is 2524 South Park Drive, Sanford, Florida 32771, hereinafter referred to as "CENTER".

WHEREAS, CENTER meets the criteria for being designated a Community Housing Development Organization (CHDO) as defined in Title 24, Code of Federal Regulations, Section 92.2; and

WHEREAS, CENTER previously submitted a CHDO proposal to develop seven (7) rental housing units serving Very Low Income Senior Citizen Households utilizing SEVEN HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($753,100.00) of COUNTY's HUD HOME funds; and

WHEREAS, COUNTY has determined that the Senior Citizen Household rental housing Project proposed by CENTER will serve a vital public purpose by providing needed affordable housing to Senior Citizens in Seminole County who are within HUD's definition of Very Low Income; and

WHEREAS, the parties hereto believe that this Agreement is the best means to accomplish the affordable housing Project and formalizing contractual understandings of the parties,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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

BK 3 4 0 PG 0 1 1 0

Section 2. Definitions.

(a) "Affordability Period" means the length of time for which each affordable housing unit must comply with HUD regulations and be used solely for the affordable housing purposes set forth herein. Pursuant to 24 CFR Section 92.252(e), the Affordability Period for this Project is twenty (20) years.

(b) "CD Administrator" means the Community Assistance Division Manager or his designee.

(c) "County Approval" means written approval by the Community Services Department Director, Community Assistance Division Manager, or their designee.

(d) "Project" shall mean the development and construction of seven (7) residential rental units for use by Senior Citizen Households of Very Low Income in Seminole County, Florida. These rental apartments shall be constructed in one multi-family building structure and shall consist of three (3) 1 bedroom/1 bath units of 648 square feet each and two (2) 2 bedroom/1 bath units of 828 square feet and two (2) 2 bedroom/2 bath units of 828 square feet. The Project shall be constructed on the parcel of real property located in the City of Sanford, Florida, legally described in Exhibit "A" to this Agreement. The Project shall also comply with all of the terms and conditions of Exhibit "A" (Scope of Services) and Exhibit "B" (Project Budget), which Exhibits are attached to this Agreement and incorporated herein by reference.

(e) Senior Citizen Household" shall mean a household headed by a person or having a spouse at least sixty-two (62) years of age or older.

(f) "Very Low Income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

BK 340 PG 0111

Section 3. Statement of Work. CENTER, in a manner satisfactory to the COUNTY, shall perform all services described in the Scope of Services, attached hereto as Exhibit "A". Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of CENTER.

Section 4. Term. This Agreement shall be effective upon its execution by all parties. CENTER shall complete all services required by this Agreement on or before December 31, 2007. Pursuant to 24 CFR, Section 92.504(3)(ix), this Agreement shall remain in full force and effect throughout the term of the Affordability Period and automatically terminate thereafter unless extended by written amendment to this Agreement.

Anything to the contrary notwithstanding, all rental units whose development and construction is financed under this Agreement shall comply with the applicable Affordability Period requirements of 24 CFR, Section 92.252(e) and the Restrictive Use Covenant in the form attached as Exhibit "F".

Section 5. Payments.

(a) The COUNTY may direct pay on behalf of CENTER the contractors and vendors selected by CENTER to develop the seven (7) housing units upon CENTER's providing appropriate documentation, as provided in subparagraph (d) below, for CENTER's performance of the Scope of Services, attached hereto as Exhibit "A", up to the maximum amounts per the Project Budget, attached as Exhibit "B" to this Agreement.

(b) In lieu of direct payment provided for in paragraph (a) above, the COUNTY may also reimburse CENTER for funds paid to the contractors, subcontractors and vendors selected by CENTER to provide services to the units under this Agreement in accordance with and up to the amounts in the Project Budget.

BK 340 PG 0112

(c) The COUNTY has allocated SEVEN HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($753,100.00) of HUD HOME funds for completion of this Agreement. The COUNTY will pay or reimburse CENTER for the Project services rendered under this Agreement up to SEVEN HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($753,100.00). In the event that CENTER does not require the full amount of SEVEN HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($753,100.00), as reflected in the bids received and final Project development costs reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such excess funds to other eligible activities.

(d) In no event shall the COUNTY reimburse CENTER or directly pay its contractors, subcontractors or vendors until all goods and services rendered are invoiced and approved in writing by the Executive Director of CENTER and the CD Administrator. In order to process payment requests, CENTER shall submit to the COUNTY a completed American Institute of Architects (AIA) invoice form, attached hereto as Exhibit "C", together with an original invoice signed by the entity requesting payment or for which reimbursement is sought and CENTER's Executive Director. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice.

(e) Upon receipt of the documentation listed above, the COUNTY shall initiate direct payment to the vendor/contractor or reimbursement to the CENTER. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if CENTER, its vendors, contractors and subcontractors have performed services in full compliance with all HUD HOME Program and COUNTY imposed requirements and properly invoiced the

BK 340 PG 0113

request for payment, payment shall be rendered by the COUNTY within thirty (30) days of its receipt of payment request.

(f) On or before December 31, 2007, CENTER shall render a final and complete statement to the COUNTY of all costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of CENTER not properly invoiced and received by the COUNTY after December 31, 2007.

(g) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be paid or reimbursed by the COUNTY if the COUNTY has issued prior written approval of such goods or services.

(h) CENTER shall use the funds provided under this Agreement to leverage funds and services for the completion of the Project described herein. CENTER must demonstrate a minimum leveraging in the form of dollars or, if pre-approved in writing by the CD Administrator, professional services or in-kind services so that all Project costs, including pre-development expenses and construction contingencies and reserves, are fully funded. Prior to any and all advancement, direct payment or reimbursement of funds to or on behalf of CENTER, CENTER must document to COUNTY's satisfaction that sufficient leveraged funds are available, obligated and have been expended toward the completion of the Project. If sufficient leveraging has not been demonstrated, the CENTER shall be deemed to be in breach of this Agreement and the COUNTY shall withhold any and all future payments to the CENTER in addition to pursuing any other remedies set forth herein.

(i) CENTER shall not be reimbursed for any acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property whatsoever.

BK 340PG0114

Section 6. Compliance With Federal Regulations.

(a) CENTER shall comply with all Federal, State and local laws and regulations in its performance of this Agreement. It is understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(1) Title 24, Code of Federal Regulations, "Regulations Relating to Housing and Urban Development" including particularly the parts and sections identified in paragraph (e) of this section.

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968";

(4) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations";

(5) Office of Management and Budget Circular No. A-122, "Cost Principles For Non-Profit Organizations";

(6) Office of Management and Budget Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations";

(b) CENTER shall comply with those portions of 24 CFR Part 84 - "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" as are applicable to subrecipients of HOME Program funding.

(c) CENTER shall fully comply with the HOME regulations, contained within 24 CFR, Part 92, including particularly the following:

(1) Section 92.250 - Maximum Per Unit Subsidy Amount and Subsidy Layering.

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(2) Section 92.251 - Property Standards, including the requirement that Project units meet the accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);

(3) Section 92.252 - Qualifications as affordable housing: rental housing;

(4) Section 92.253 - Tenant and participant protections;

(5) Section 92.255 - Conversion of rental units to home ownership units for existing tenants (Note, however, that any such conversion would require approval by the COUNTY through formal amendment to this Agreement);

(6) Section 92.257 - Faith Based Activities;

(7) Section 92.303 - Tenant Participation Plan;

(8) Section 92.350 - Other Federal Requirements;

(9) Section 92.351 - Affirmative Marketing; minority outreach program;

(10) Section 92.353 - Displacement, Relocation, and Acquisition;

(11) Section 92.354 - Labor;

(12) Section 92.355 - Lead based paint;

(13) Section 92.356 - Conflict of Interest;

(14) Section 92.358 - Consultant Activities;

(15) Section 92.503 - Program Income; and

(16) Section 92.505(b) - Applicability of Uniform Administrative Requirement.

(d) CENTER shall not assume the COUNTY's environmental responsibilities, as described in Section 92.352 "Environmental Review", nor the COUNTY's responsibility to initiate an environmental review process. However, CENTER is not exempt from performing a Phase I environmental or site-specific environmental review in accordance with State and local

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regulations, if necessary, nor is CENTER released from any environmental pollution that it may cause or have caused and CENTER shall assume full liability therefore.

Section 7. Compliance with Local and State Laws. During the execution and implementation of this Agreement, CENTER shall comply with all applicable State and local laws, regulations and ordinances, including but not limited to the following:

(a) Chapter 112, Florida Statutes - Public Officers and Employees: General Provisions, including particularly, Part III addressing ethics in government.

(b) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY.

Section 8. Project Publicity.

(a) Any news release, project sign or other type of publicity pertaining to the Project described herein shall recognize the Seminole County Board of County Commissioners as the recipient of HOME Program funding by HUD and the provider of funds to CENTER.

(b) CENTER shall adhere to the affirmative marketing requirements of Title 24, C.F.R. Section 92.351.

Section 9. Management Assistance.

(a) The CD Administrator shall be available to CENTER to provide guidance on HUD requirements.

(b) In the event that CENTER does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to CENTER thirty (30) days after the expiration of the subject time frame advising CENTER that it is in default of this Agreement and the pending consequences thereof. Nothing set forth

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herein, however, shall prohibit the COUNTY from taking any action prior to such dates to enforce the terms of this Agreement.

Section 10. Maintenance of Records.

(a) CENTER shall maintain all records required by Federal, State and local laws, rules and regulations for a period of no less than five (5) years from the date of the final project audit. This requirement shall include:

(1) All accounts, property and personnel records as deemed necessary by the COUNTY to ensure proper accounting of all project funds and compliance with this Agreement.

(2) Financial records regarding the following:

(A) Invoices, receipts and cancelled checks of all items purchased by CENTER pursuant to this Agreement;

(B) Bills, cancelled checks and invoices for all services purchased by CENTER pursuant to this Agreement;

(C) All capital expenditures in excess of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($750.00), including a description, model, serial number, date and cost of acquisition.

(b) CENTER shall perform or cause to be performed an annual audit and provide copies of such audits to the CD Administrator within thirty (30) days of its completion. Because CENTER is receiving more than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00) from HUD through the COUNTY pursuant to this Agreement, such auditing procedures shall be undertaken in compliance with Management and Budget Circular A-133 and provided to the CD Administrator in a timely manner.

(c) All records, documents and contracts of whatsoever type or nature required by this Agreement shall be available for monitoring, audit, inspection and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any

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audit or other documents pertaining to the performance of this Agreement made by any Federal, State or local agency.

(d) CENTER shall complete and provide to the CD Administrator a monthly report on the form attached hereto as Exhibit "D". Such reports shall be due no later than the fifteenth day of each month commencing on the date of execution of this Agreement and concluding upon the completion of all activities described in Exhibit "A".

(e) CENTER shall submit to the COUNTY an End of Project Report attached hereto as Exhibit "E".

Section 11. Liability. Except for any payment specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity or corporation in connection with the Project CENTER has agreed to perform hereunder or for debts or claims accruing to such parties against CENTER. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm or corporation supplying any property, work, labor, services, goods or materials to CENTER as a result of this Agreement, including the contractors, subcontractors and vendors who may from time to time be employed by CENTER.

Section 12. Subcontracts. All contracts made by CENTER to perform the activities described in Exhibit "A" shall comply with all applicable laws, rules and regulations described in Section 6 of this Agreement. Only contracts and subcontracts for work or services as set forth in Exhibit "A" are authorized by this Agreement. Any further property acquisitions, work or services which CENTER wishes to subcontract shall only be approved in writing by addendum to this Agreement and may not exceed the financial restraints forth in Section 5 of this Agreement.

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Section 13. Indemnification.

(a) CENTER shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the following: loss of any monies paid to CENTER or whomsoever resulting out of CENTER's fraud, defalcation, dishonesty or failure of CENTER to comply with applicable laws or regulations; any act or omission of CENTER in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder or by any defect in the acquisitions or construction of the project; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of this Agreement or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to CENTER by registered or certified mail addressed to CENTER at the address provided hereinafter. Upon receiving such notice, CENTER, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent the issuance of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in CENTER's defense of any such action, suit or proceeding. Nothing in this section or elsewhere in this Agreement shall be construed as a waiver of the COUNTY's sovereign immunity conferred by Section 768.28, Florida Statutes.

Section 14. Insurance. CENTER shall ensure that its insurance coverage or self-insurance program and the insurance coverage of its contracted agents conforms to and complies with all applicable Federal,

State and local regulations and is adequate and sufficient to insure all activities performed pursuant to this Agreement against property damage or loss, human injury and other casualty.

Section 15. Non-Assignability. Neither party shall assign this Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 16. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 17. HOME Program Proceeds and Program Income Derived Under This Agreement.

(a) Any and all Program Income, as well as HOME Program funds on hand, derived as a direct result of the investment of any COUNTY funds invested or awarded hereunder, shall first be expended by CENTER before requesting subsequent advancement or reimbursement of funds from COUNTY.

(b) In the event that any HOME Program proceeds or Program Income is received by CENTER after completion of the Project authorized by this Agreement, but prior to the expiration of this Agreement, CENTER shall immediately render same to the COUNTY.

(c) If any of said HOME Program proceeds or Program Income is received by CENTER after expiration of the term of this Agreement, such Program Income shall be used by CENTER to provide affordable housing services to other Very Low Income residents of Seminole County similar to the uses set forth herein.

Section 18. Non-Expendable Property. Any non-expendable personal property acquired by CENTER through funds issued by the COUNTY pursuant to this Agreement shall be subject to all Federal, State and local regulations, including but not limited to, the provisions on use and

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disposition of property. At the termination of this Agreement, any such property shall be made available to the COUNTY and HUD in accordance with the aforesaid provisions.

Section 19. Reversion of Assets. Pursuant to 24 CFR 92.504, upon expiration of this Agreement, CENTER shall immediately transfer to the COUNTY any remaining HUD funds and any accounts receivable attributable to the use of HUD funds distributed pursuant to this Agreement.

Section 20. Suspension and Termination. COUNTY may terminate this Agreement in accordance with the provisions of 24 CFR Section 84.61 for breach of this Agreement or for other legal cause. The parties may mutually terminate this Agreement in accordance with 24 CFR Section 85.44 or for other legal cause.

Section 21. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

Section 22. Remedies. Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to CENTER pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

(a) Immediately terminate this Agreement, with or without notice;

(b) Reallocate the remaining uncommitted funds toward another HUD program or toward the COUNTY's trust fund;

(c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by CENTER;

(d) Demand CENTER immediately repay any monies expended in accordance with this Agreement;

(e) Require specific performance of this Agreement and the applicable Restrictive Use Covenant;

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(f) Demand payment and/or performance from the surety, if applicable; and/or

(g) Impose a lien upon the real property comprising the Project. To create such a lien, the COUNTY shall send a letter to CENTER demanding refund of any monies expended to CENTER pursuant to this Agreement. Said letter shall be recorded in the Public Records of Seminole County and thereafter shall constitute a formal claim of lien upon CENTER's real and personal property.

(h) Initiation and prosecution of any available legal or equitable remedy in a court of competent jurisdiction.

Section 23. Certification Regarding Lobbying. CENTER hereby certifies that to the best of its knowledge and belief:

(a) No federally appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence any 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.

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, CENTER shall complete and submit a "Disclosure of Lobbying Activities" standard form as approved by the Office of Management and Budget.

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(c) CENTER hereby further agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature, the judicial branch or a State agency.

Section 24. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CD Administrator
Community Assistance Division
1101 E. First St.
Sanford, FL 32771

For CENTER:

Executive Director
The Center for Affordable Housing
2524 S. Park Dr.
Sanford, FL 32773

Either of the parties may change, by written notice, the address or person for receipt of notice.

Section 25. Entire Agreement, Effect on Prior Agreement.

This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements.

Section 26. Amendment To Agreement. This Agreement may be amended by a written instrument executed with the same formalities as this Agreement. The expansion of the Project may be done by addendum to this Agreement signed by both parties describing the number of units, completion dates and other particulars sufficient to permit a restatement of Exhibits "A" and "B", which shall also be deemed revised. Upon adoption such amendment or addendum shall be attached to each party's copy of this Agreement.

Section 27. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not

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expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement and shall in no way affect the validity of the remaining covenants or provisions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

ATTEST:

John Sweeney, Secretary

JOHN SWEENEY, Secretary

[CORPORATE SEAL]

THE CENTER FOR AFFORDABLE HOUSING, INC.

By: Susan Caswell as Pres

SUSAN CASWELL, President

Date: _____

ATTEST:

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

Approved as to form and legal sufficiency.

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Carlton Henley

CARLTON HENLEY, Chairman

Date: 10-3-06

As authorized for execution by the Board of County Commissioners at their Sept. 26, 2006 regular meeting.

AWS/lpk
8/2/05
center for affordable housing senior citizen rentals

Attachments:
- Exhibit "A" - Scope of Services
- Exhibit "B" - Project Budget
- Exhibit "C" - American Institute of Architects invoice form
- Exhibit "D" - Monthly Report
- Exhibit "E" - End of Project Report
- Exhibit "F" - Restrictive Use Covenant

BK 3409 PG 0125

EXHIBIT A

GENERAL SCOPE OF SERVICES

GENERALLY:

All capitalized words and terms herein shall have the same meanings ascribed to them in the attached Agreement.

CENTER shall develop at least seven (7) affordable rental housing units on property located in the City of Sanford, Florida for Very Low Income Senior Citizens. The CENTER shall use the funds issued by the COUNTY pursuant to this Agreement along with other funding to develop the real property and seven (7) rental housing units. No less than seven (7) rental housing units shall be constructed.

In no event shall any of the housing units be rented to persons other than Very Low Income Senior Citizen households during the twenty (20) year Affordability Period.

SPECIFIC OBLIGATIONS:

1. The rental apartments compromising the Project shall be constructed in one multi-family building structure and shall consist of three (3) 1 bedroom/1 bath units of 648 square feet each, two (2) 2 bedroom/1 bath units of 828 square feet, and (2) 2 bedroom/2 bath units of 828 square feet. The Project shall be constructed on the parcel of real property located in the City of Sanford, Florida, legally described in paragraph 16 of this Exhibit. The Project shall also comply with all of the other terms and conditions of this Exhibit "A" and Exhibit "B" (Project Budget), attached to the Agreement.

2. CENTER shall prepare all documents required for bidding any and all aspects of the Project in accordance with legal requirements. The documents shall be submitted to the COUNTY for review and approval prior to commencement of the bidding process.

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3. CENTER shall meet with the CD Administrator and his or her staff prior to and/or during the work description write ups to insure accuracy and quality of the final work product.

4. CENTER shall advertise for bids and provide bidders with a specific response period in accordance with legal requirements.

5. Following the close of the bidding period, the COUNTY and CENTER shall jointly review the bids received and bidder(s) qualifications. CENTER shall select, upon COUNTY approval, the bidders to be awarded the contract work. CENTER shall prepare, negotiate and execute a contract with the selected bidder.

6. CENTER shall prepare design plans and budgets for the Project which must be designed and constructed so as to conform to "Model Energy Code" or the Energy Star standards, whichever is applicable.

7. CENTER shall monitor and inspect all pre-development, development and design and construction activities to ensure compliance with this Agreement.

8. CENTER shall secure all necessary permits, zoning and other regulatory approvals, inspections and certificates required for all phases of the Project.

9. CENTER shall advertise for and process rental applications for the housing units. CENTER shall be responsible for verifying client(s) income eligibility for assistance.

10. The CENTER Project Manager shall be the liaison to the COUNTY and responsible for responding to all requests by the COUNTY.

11. No CENTER board member, employee, or any related family member of either shall receive or obtain gain or profit in the form of a

BK 340 PG 0127

real estate commission, appraisal contract fee or payment for any other related product or service for properties purchased or sold by them in accordance with this Agreement.

12. CENTER shall complete the Project by December 31, 2007.

13. CENTER shall limit the rents charged for all completed housing units to the Low Home Rent Limits for the respective bedroom sizes as published by HUD for the Orlando Metropolitan Statistical Area. Those rent limits for 2006 are as follows:

Efficiency $502

1 Bedroom $538

2 Bedroom $646

14. CENTER shall not invest any more HOME Program funds in the Project than is allowed by the HOME Maximum Subsidy Limits as published by HUD.

15. CENTER shall ensure the Project meets or exceeds the accessibility requirements established in 24 CFR, Part 8, implementing Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).

16. The Project shall be developed on that certain parcel of real property located at the corner of Cedar Avenue and W. 3rd Street in the City of Sanford, Florida, the legal description and parcel identification number for which are as follows:

LOTS 6, 7, 8, 9 AND 10, BLOCK 5, TIER 11 OF E.R. TRAFFORDS MAP OF THE TOWN OF SANFORD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGES 56 THROUGH 64 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
Parcel Identification Number: 25-19-30-5AG-0511-0060

17. CENTER shall execute and record a Restrictive Use Covenant in the form of Exhibit "F" to the Agreement on the subject property limiting the use thereof to rental housing for Very Low Income Senior Citizen Households for twenty (20) years.

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EXHIBIT B

PROJECT BUDGET

ACTIVITY	FUNDS
Development/construction of seven (7) affordable rental apartment units serving very low income senior citizen households. *2004-2005 HOME funds* *11902-110262-580821*	$188,025
Development/construction of seven (7) affordable rental apartment units serving very low income senior citizen households. *2005-2006 HOME funds* *11902-110263-580821*	$477,075
Developer's fee (to be paid at Certificate of Occupancy). *2005-2006 HOME funds* *11902-110263-580821*	$88,000
TOTAL	**$753,100**

EXHIBIT C

AMERICAN INSTITUTE OF ARCHITECTS
INVOICE FORM

(To be used for requesting direct payment to contractors or vendors or for reimbursement payments to CENTER.)

To be supplied by Community Assistance Staff

BK 340 PG 0130

Exhibit C

SEMINOLE COUNTY APPLICATION FOR PAYMENT

AGREEMENT TITLE_____ PAYMENT NO._____

COUNTY CONTRACT NO._____ PERIOD ENDING_____

REQUIRED ATTACHMENTS

---

1. If monthly application for payment, the following attachments are required:
   (a) Updated monthly schedule;
   (b) Contractor's Waiver of Lien (Partial); and,
   (c) All applicable Subcontractor/Vendor's Waivers of Lien (Partial).

2. If final application for payment, the following attachments are required:
   (a) Contractor's Waiver of Lien (Final and Complete);
   (b) All applicable Subcontractor/Vendor's Waivers of Lien (Final and Complete);
   (c) Consent of surety to final payment;
   (d) Completed material and workmanship bond;
   (e) Certificate of Engineer;
   (f) Certificate of final completion;
   (g) Contractor's release; and,
   (h) Certificate of Final Inspection

SEMINOLE COUNTY
APPLICATION FOR PAYMENT

CONTRACT VALUE INFORMATION

AGREEMENT TITLE_____ COUNTY CONTRACT NO._____
RIGINAL CONTRACT VALUE _____ COTRACT CHANGE ORDER VALUE _____
CUMULATIVE NO. C.O. (s) CURRENT CONTACT VALUE

CONTRACTOR'S AFFIDAVIT

The undersigned hereby swears under penalty of perjury that (1) all previous progress payments received from the COUNTY on account of Work performed under the Agreement referred to above have been applied by the CONTRACTOR to discharge in full all obligations on the CONTRACTOR incurred in connection with Work covered by prior Applications for Payment under said Agreement, being Applications for Payment 1 through ____ inclusive; (2) all Materials and Equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, security interests and encumbrances; (3) all previous progress payments have been applied by the CONTRACTOR to pay in full (less retainage4) all amounts owed to its Subcontractors, Suppliers, Material men and Equipment Suppliers reflected (and listed) in prior Applications for Payments; and (4) all information provided on the Subcontractor and Supplier Listing which is included in this Application For Payment is true and correct.

DATED _____, _____
CONTRACTOR

COUNTY OF) _____
) TITLE
STATE OF) Printed Name _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification, who is the _____ of the CONTRACTOR abovementioned; that (s)he executed the above Application for Payment and statement on behalf of said CONTRACTOR.

_____ Notary Public in and for the County and State Aforementioned
Print Name My Commission Expires

SEMINOLE COUNTY'S APPROVAL

In accordance with terms of the Agreement, the undersigned recommend payment to the CONTRACTOR of the Amount Due as presented.

_____ DATE _____
ENGINEER

_____ DATE _____
PROJECT MANAGER

ACCOUNT CHARGE CODE

SEMINOLE COUNTY APPLICATION FOR PAYMENT

Agreement Title _____ County Contract No. _____

Original Contract Value _____ Contract C.O. Value _____

Cumulative No. C.O.s _____ Current Contract Value _____

Application for Payment is made, as shown below:

1. Original Contract Sum $ _____

2. Net Change By Change Orders $ _____

3. Contract Sum To Date $ _____
   (Line 1 plus or minus 2)

4. Total Completed and Stored To Date $ _____

5. Retainage
   (a) 10% of Completed Work $ _____
   (b) 10% of Stored Material $ _____

   Total Retainage $ _____
   (Line 5a plus 5b)

6. Total Earned Less Retainage $ _____
   (Line 4 less Line 5 Total Retainage)

7. Less Previous Application For Payment $ _____
   (Line 6 from Prior Application For Payment

8. Current Payment Due $ _____

9. Balance To Finish, Plus Retainage $ _____
   (Line 3 less Line 6)

SEMINOLE COUNTY
APPLICATION FOR PAYMENT

AGREEMENT TITLE _____ PAYMENT NO. _____

COUNTY CONTRACT NO. _____ PERIOD ENDING _____

CONTRACTOR _____

CHANGE ORDER SUMMARY			
Change Orders Approved In Prior Months By COUNTY TOTAL		Additions	Deductions
Approved This Month			
Number	Date Approved		
TOTALS		$	$
NET CHANGE BY CHANGE ORDERS			$

SEMINOLE COUNTY
APPLICATION FOR PAYMENT

SUBCONTRACTOR & SUPPLIER LISTING

Subcontractor and Supplier Listing

List below the name and mailing address of each of your Subcontractors, Suppliers, Material men and Equipment Suppliers who have performed work or provided materials, supplies or equipment during the time period represented by this application and with each the dollar amount of their work you are applying for. If more room is necessary, please attach another sheet of paper and put an "X" in the following blank_____.

NAME	ADDRESS (including City, State, Zip Code)	AMOUNT

All amounts owed to its Subcontractors, Suppliers, Material men and Equipment Suppliers reflected (and listed) in prior Applications for Payment, except as stated hereunder.

NAME	$ AMOUNT UNPAID	REASON FOR NONPAYMENT

SEMINOLE COUNTY APPLICATION FOR PAYMENT

AGREEMENT TITLE _____

COUNTY CONTRACT NO. _____

CONTRACTOR _____

PAYMENT NO. _____

PERIOD ENDING _____

A	B	C	D	E	F	G	H	I		J	K
Item No.	Description of Work	Quantity	Unit Price	Scheduled Value	WORK From Previous Application (F+G)	COMPLETED This Period	Materials Presently Stored (Not in F or G)	Total Completed and Stored To Date (F+G+H)	% (I/E)	Balance To Finish (E-I)	Retainage
1.											
2.											
3											
4.											
5.											
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SEMINOLE COUNTY APPLICATION FOR PAYMENT

AGREEMENT TITLE _____

COUNTY CONTRACT NO. _____

CONTRACTOR _____

PAYMENT NO. _____

PERIOD ENDING _____

A	B	C	D	E	F	G	H	I		J	K
Item No.	Description of Work	Quantity	Unit Price	Scheduled Value	WORK From Previous Application (F+G)	COMPLETED This Period	Materials Presently Stored (Not in F or G)	Total Completed and Stored To Date (F+G+H)	% (I/E)	Balance To Finish (E-I)	Retainage
31.											
32.											
33.											
34.											
35.											
36.											
37.											
38.											
39.											
40.											
41.											
42.											
43.											
44.											
45.											
46.											
47.											
48.											
49.											
50.											
51.											
52.											
53.											
54.											
55.											
56.											
57.											
58.											
59.											
60.											

OR 3604 PG 0113

SEMINOLE COUNTY APPLICATION FOR PAYMENT

AGREEMENT TITLE_____

COUNTY CONTRACT NO._____

CONTRACTOR_____

PAYMENT NO._____

PERIOD ENDING_____

A	B	C	D	E	F	G	H	I		J	K
Item No	Description of Work	Quantity	Unit Price	Scheduled Value	Work From Previous Application (F + G)	Completed This Period	Materials Presently Stored (not in F or G)	Total Completed and Stored To Date (F + G + H)	% (I/E)	Balance To Finish (E-I)	Retainage
61.											
62.											
	ORIGINAL TOTALS										
	CHANGE ORDER N0. 1										
	TOTALS										

BK 3408 PG 0138

SEMINOLE COUNTY APPLICATION FOR PAYMENT
STORED MATERIALS

AGREEMENT TITLE_____

PAYMENT NO._____

PERIOD FROM:_____

PERIOD TO:_____

Description	Item No.	Invoice No.	Invoice Value Last Period Cumulative	(-) Invoice Value For Material Installed This Period	(+) Invoice Value For Material Delivered This Period	(=) Invoice Value Actual Material Stored On Site
TOTALS						

BK 3401 PG 0139

EXHIBIT D

MONTHLY REPORT

Status Report for Month of _____

Subrecipient THE CENTER FOR AFFORDABLE HOUSING, INC.
Mailing Address _____
Contact Person _____
Telephone _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

_____

_____

_____

_____

_____

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
TOTAL					

Any other special accomplishments: _____

_____

Signed: _____

BK 340 PG 0140

EXHIBIT E

END OF PROJECT REPORT

CENTER OF ORGANIZATION: **THE CENTER FOR AFFORDABLE HOUSING, INC.**

Fiscal year: _____

Type of service provided: _____

Total number of people served: _____

Total units meeting Model Energy Code or Energy Star standards: _____

Total units designated for persons with HIV/AIDS: _____

Total units designated for Homeless Households: _____

No. of House-hold/ Persons Assisted	Low and Moderate Income	American Indian or Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Hispanic or Latino	Not Hispanic or Latino	Female Headed House-hold

Any other special accomplishments:

_____

_____

Signed: _____

BK 3490 PG 0141

This document was prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

EXHIBIT "F"

RESTRICTIVE USE COVENANT

This Restrictive Use Covenant is made by the Center For Affordable Housing, Inc. as fee simple owner (the "Owner") of that certain parcel of real property the legal description and parcel identification number for which are as follows:

LOTS 6, 7, 8, 9 AND 10, BLOCK 5, TIER 11 OF E.R. TRAFFORDS MAP OF THE TOWN OF SANFORD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGES 56 THROUGH 64 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 25-19-30-5AG-0511-0060

(the "Property").

The use of the Property shall be restricted to providing rental housing for Very Low Income Senior Citizen Households as defined below and subject to the terms and conditions of that certain HOME Program Community Housing Development Subrecipient Agreement between Seminole County, Florida and Owner dated _____, 2006, relating to the County's grant to Owner of an allocation of Federal Department of Housing and Urban Development ("HUD") HOME funds towards development and construction of seven (7) rental housing units on the Property. Said use restriction shall be in full force and effect until December 31, 2027 or until the 20th anniversary of the recording date of this instrument, whichever is later (the "Affordability Period").

"Affordability Period" means the length of time for which the Property herein described shall comply with HUD HOME regulations and be used solely for the affordable housing purpose herein described pursuant to 24 CFR Section 92.252, which for the above described Property shall be a term of twenty (20) years.

"Senior Citizen Household" shall mean a family unit headed by a person or having a spouse at least sixty-two (62) years of age or older.

"Very Low Income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

This Restrictive Use Covenant is and shall be for the benefit of the current Owner, its successors in title, and is expressly for the benefit of Seminole County, Florida and may be enforced by such persons

 BK 3 4 0 PG 0 1 4 2

and the County in any lawful manner. This Restrictive Use Covenant may be released prior to the expiration of the Affordability Period only upon the consent of Seminole County as evidenced by an instrument to that effect executed by the Board of County Commissioners of Seminole County, Florida and recorded in the Official Records of Seminole County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this instrument be executed:

ATTEST:

THE CENTER FOR AFFORDABLE HOUSING, INC.

_____
JOHN SWEENEY, Secretary

By: _____
SUSAN CASWELL, President

[CORPORATE SEAL]

Date: _____

STATE OF FLORIDA]
]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this ___ day of _____, 2006, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SUSAN CASWELL, as President and JOHN SWEENEY, as Secretary of the Center for Affordable Housing, Inc., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in, and on behalf of, the corporation, and that they also affixed thereto the official seal of the corporation.

[Notary seal]

_____
Print Name
Notary Public in and for the County and State Aforementioned

BK 340 PG 0143

FIRST AMENDMENT TO
SEMINOLE COUNTY/THE CENTER FOR AFFORDABLE HOUSING, INC.
HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
RENTAL HOUSING DEVELOPMENT AGREEMENT
PROGRAM YEARS 2002-2003, 2004-2005 AND 2005-2006

THIS FIRST AMENDMENT TO AGREEMENT, entered into this 1 day of March, 2007, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **THE CENTER FOR AFFORDABLE HOUSING, INC.,** a non-profit Florida corporation, whose address is 2524 South Park Drive, Sanford, Florida 32771, hereinafter referred to as "CENTER".

WHEREAS, COUNTY and CENTER heretofore entered into that certain Seminole County/The Center For Affordable Housing, Inc. HOME Program Community Housing Development Organization Rental Housing Development Agreement, Program Years 2004-2005 and 2005-2006, dated October 3, 2006 (the "Agreement"); and

WHEREAS, the Agreement was for the purpose of financing the development of seven (7) rental housing units serving Very Low Income Senior Citizen Households in Seminole County utilizing SEVEN HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($753,100.00) of COUNTY's HUD HOME funds; and

WHEREAS, CENTER has requested and COUNTY has determined the need for additional SEVENTY THOUSAND SIX HUNDRED TWELVE AND NO/100 DOLLARS ($70,612.00) of HOME funding for the cost of certain permitting and utility connection and impact fees to better assure the affordability and availability of the completed rental units to Very Low Income Senior Citizen Households; and

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Roach
DEPUTY CLERK

WHEREAS, COUNTY finds and determines that application of remaining HOME funding remaining from Program Year 2002-2003 for funding of the additional Project costs identified herein serves a vital public purpose in terms of providing needed affordable housing in Seminole County; and

WHEREAS, it is necessary to effect several substantive amendments to the Agreement and certain of the Exhibits thereto in order to achieve the objectives described above,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of this First Amendment and of the Agreement as hereby amended, upon which the parties have relied.

Section 2. Amendment of Title of Agreement. Because this First Amendment provides additional funding from remaining program year 2002-2003 HOME funding for the purposes described herein, the title of the Agreement is hereby amended to read as follows: "Seminole County/The Center For Affordable Housing, Inc. HOME Program Community Housing Development Organization Rental Housing Development Agreement, Program Years 2002-2003, 2004-2005 and 2005-2006".

Section 3. Amendment to Agreement Section 2(d), Definitions of "Project". Section 2(d) of the Agreement is hereby amended to read as follows:

"(d) "Project" shall mean the development and construction of seven (7) residential rental units for use by Senior Citizen Households

of Very Low Income in Seminole County, Florida. These rental apartments shall be constructed in one multi-family building structure and shall consist of three (3) 1 bedroom/1 bath units ~~of~~ each having approximately 648 square feet ~~each~~, more or less; ~~and~~ two (2) 2 bedroom/1 bath units ~~of~~ each having approximately 828 square feet, more or less; and two (2) 2 bedroom/2 bath units ~~of~~ each having approximately 828 square feet, more or less. The Project shall be constructed on the parcel of real property located in the City of Sanford, Florida, legally described in Revised Exhibit "A-1" to this Agreement. The Project shall also include the payment of all development and building permit fees, impact fees and utility connection fees. The Project shall also comply with all of the terms and conditions of Revised Exhibit "A-1" (Scope of Services) and Revised Exhibit "B-1" (Project Budget), which Revised Exhibits are attached to this Agreement and incorporated herein by reference."

Section 4. Amendment to Section 3 of the Agreement. Section 3 of the Agreement is hereby amended to read as follows:

"**Section 3. Statement of Work.** CENTER, in a manner satisfactory to the COUNTY, shall perform all services described in the Scope of Services, attached hereto as Revised Exhibit "A-1". Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of CENTER."

Section 5. Amendment to Section 4 of the Agreement. Section 4 of the Agreement is hereby amended to extend the performance completion date for required services and shall read as follows:

"**Section 4. Term.** This Agreement shall be effective upon its execution by all parties. CENTER shall complete all services required by

this Agreement on or before ~~December 31, 2007~~ March 31, 2008. Pursuant to 24 CFR, Section 92.504(3)(ix), this Agreement shall remain in full force and effect throughout the term of the Affordability Period and automatically terminate thereafter unless extended by written amendment to this Agreement."

Section 6. Amendments to Sections 5(a), 5(c) and 5(f) of the Agreement.

(a) Section 5(a) of the Agreement is hereby amended to read as follows:

"(a) The COUNTY may direct pay on behalf of CENTER the contractors and vendors selected by CENTER to develop the seven (7) housing units upon CENTER's providing appropriate documentation, as provided in subparagraph (d) below, for CENTER's performance of the Scope of Services, attached hereto as Revised Exhibit "A-1", up to the maximum amounts per the Project Budget, attached as Revised Exhibit "B-1" to this Agreement."

(b) Section 5(c) of the Agreement is hereby amended to read as follows:

"(c) The COUNTY has allocated ~~SEVEN HUNDRED FIFTY THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($753,100.00)~~ EIGHT HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED TWELVE AND NO/100 DOLLARS ($823,712.00) of HUD HOME funds for completion of this Agreement. The COUNTY will pay or reimburse CENTER for the Project services rendered under this Agreement up to ~~SEVEN HUNDRED FIFTY THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($753,100.00)~~ EIGHT HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED TWELVE AND NO/100 DOLLARS ($823,712.00). In the event that CENTER does not

require the full amount of ~~SEVEN HUNDRED FIFTY THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($753,100.00)~~ EIGHT HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED TWELVE AND NO/100 DOLLARS ($823,712.00), as reflected in the bids received and final Project development costs reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such excess funds to other eligible activities."

(c) Section 5(f) of the Agreement is hereby amended to read as follows:

"(f) On or before ~~December 31, 2007~~ March 31, 2008 CENTER shall render a final and complete statement to the COUNTY of all costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of CENTER not properly invoiced and received by the COUNTY after ~~December 31, 2007~~ March 31, 2008."

(d) The remaining portions of section 5 not expressly amended hereby shall continue in full force and effect as stated in the Agreement.

Section 7. Amendment to Section 10(d) of the Agreement. Section 10(d) of the Agreement is hereby amended to read as follows:

"(d) CENTER shall complete and provide to the CD Administrator a monthly report on the form attached hereto as Exhibit "D". Such reports shall be due no later than the fifteenth day of each month commencing on the date of execution of this Agreement and concluding upon the completion of all activities described in Revised Exhibit "A-1"."

Section 8. Amendment to Section 12 of the Agreement. Section 12 of the Agreement is hereby amended to read as follows:

"**Section 12. Subcontracts.** All contracts made by CENTER to perform the activities described in Revised Exhibit "A-1" shall comply with all applicable laws, rules and regulations described in Section 6 of this Agreement. Only contracts and subcontracts for work or services as set forth in Revised Exhibit "A-1" are authorized by this Agreement. Any further property acquisitions, work or services which CENTER wishes to subcontract shall only be approved in writing by addendum to this Agreement and may not exceed the financial restraints forth in Section 5 of this Agreement."

Section 9. Effect of First Amendment on Agreement.

(a) The remaining portions of the Agreement and the Exhibits/Attachments thereto not expressly amended by this instrument shall remain in full force and effect. The severability clause in Section 27 of the Agreement shall be deemed applicable to this First Amendment. The term of this First Amendment shall be the same as that for the Agreement itself.

(b) Exhibits A and B to the Agreement are hereby amended to read as set forth in Revised Exhibit A-1 and Revised Exhibit B-1 to this First Amendment and are incorporated herein and into the Agreement by reference.

(c) The amendments enacted by this First Amendment shall be deemed effective immediately upon execution of this instrument by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

ATTEST:

JOHN SWEENEY, Secretary

[CORPORATE SEAL]

THE CENTER FOR AFFORDABLE HOUSING, INC.

By: Susan Caswell as Pres
SUSAN CASWELL, President

Date: 1-12-07

ATTEST:

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

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Carlton Henley
CARLTON HENLEY, Chairman

Date: 3-1-07

As authorized for execution by the Board of County Commissioners at their Feb. 27, 2007 regular meeting.

Attachments:
Revised Exhibit "A-1" - Scope of Services
Revised Exhibit "B-1" - Project Budget

P:\Users\aschneider\HUD-CDBG\1st Amend - HOME CFAH Senior Citizen Rental Units rev. 1-03-07.doc

REVISED EXHIBIT "A-1"

GENERAL SCOPE OF SERVICES

GENERALLY:

All capitalized words and terms herein shall have the same meanings ascribed to them in the attached Agreement and the First Amendment thereto.

CENTER shall develop at least seven (7) affordable rental housing units on property located in the City of Sanford, Florida for Very Low Income Senior Citizens. The CENTER shall use the funds issued by the COUNTY pursuant to this Agreement along with other funding to develop the real property and seven (7) rental housing units. No less than seven (7) rental housing units shall be constructed.

In no event shall any of the housing units be rented to persons other than Very Low Income Senior Citizen Households during the twenty (20) year Affordability Period.

SPECIFIC OBLIGATIONS:

1. The rental apartments compromising the Project shall be constructed in one multi-family building structure and shall consist of three (3) 1 bedroom/1 bath units ~~of~~ each having approximately 648 square feet ~~each~~, more or less; two (2) 2 bedroom/1 bath units ~~of~~ each having approximately 828 square feet, more or less; and (2) 2 bedroom/2 bath units ~~of~~ each having approximately 828 square feet, more or less. The Project shall be constructed on the parcel of real property located in the City of Sanford, Florida, legally described in paragraph 16 of this Exhibit. The Project shall also comply with all of the other terms and conditions of this Revised Exhibit "A-1" and

Revised Exhibit "B-1" (Project Budget), attached to the Agreement.

2. CENTER shall prepare all documents required for bidding any and all aspects of the Project in accordance with legal requirements. The documents shall be submitted to the COUNTY for review and approval prior to commencement of the bidding process.

3. CENTER shall meet with the CD Administrator and his or her staff prior to and/or during the work description write ups to insure accuracy and quality of the final work product.

4. CENTER shall advertise for bids and provide bidders with a specific response period in accordance with legal requirements.

5. Following the close of the bidding period, the COUNTY and CENTER shall jointly review the bids received and bidder(s) qualifications. CENTER shall select, upon COUNTY approval, the bidders to be awarded the contract work. CENTER shall prepare, negotiate and execute a contract with the selected bidder.

6. CENTER shall prepare design plans and budgets for the Project which must be designed and constructed so as to conform to "Model Energy Code" or the Energy Star standards, whichever is applicable.

7. CENTER shall monitor and inspect all pre-development, development and design and construction activities to ensure compliance with this Agreement.

8. CENTER shall secure all necessary permits, zoning and other regulatory approvals, inspections and certificates required for all phases of the Project. CENTER shall pay all development and building

permit fees, impact fees and utility connection fees, it being expressly understood that HOME funds provided by the COUNTY under the Agreement and the First Amendment thereto may be used for such purposes up to an amount not exceeding the limits for same established in Revised Exhibit B-1.

9. CENTER shall advertise for and process rental applications for the housing units. CENTER shall be responsible for verifying client(s) income eligibility for assistance.

10. The CENTER Project Manager shall be the liaison to the COUNTY and responsible for responding to all requests by the COUNTY.

11. No CENTER board member, employee, or any related family member of either shall receive or obtain gain or profit in the form of a real estate commission, appraisal contract fee or payment for any other related product or service for properties purchased or sold by them in accordance with this Agreement.

12. CENTER shall complete the Project by ~~December 31, 2007~~ March 31, 2008.

13. CENTER shall limit the rents charged for all completed housing units to the Low Home Rent Limits for the respective bedroom sizes as published by HUD for the Orlando Metropolitan Statistical Area. Those rent limits for 2006 are as follows:

Efficiency $502

1 Bedroom $538

2 Bedroom $646

14. CENTER shall not invest any more HOME Program funds in the Project than is allowed by the HOME Maximum Subsidy Limits as published by HUD.

15. CENTER shall ensure the Project meets or exceeds the accessibility requirements established in 24 CFR, Part 8, implementing Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).

16. The Project shall be developed on that certain parcel of real property located at the corner of Cedar Avenue and W. 3rd Street in the City of Sanford, Florida, the legal description and parcel identification number for which are as follows:

> LOTS 6, 7, 8, 9 AND 10, BLOCK 5, TIER 11 OF E.R. TRAFFORDS MAP OF THE TOWN OF SANFORD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGES 56 THROUGH 64 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
>
> Parcel Identification Number: 25-19-30-5AG-0511-0060

17. CENTER shall execute and record a Restrictive Use Covenant in the form of Exhibit "F" to the Agreement on the subject property limiting the use thereof to rental housing for Very Low Income Senior Citizen Households for twenty (20) years.

REVISED EXHIBIT B-1

PROJECT BUDGET

ACTIVITY	FUNDS
Development/construction of seven (7) affordable rental apartment units serving Senior Citizen households. *2004-2005 HOME funds 11902-066605-580821*	~~$665,100.00~~ $188,025.00
Development/construction of seven (7) affordable rental apartment units serving Senior Citizen households. *2005-2006 HOME funds 11902-066606-580821*	$477,075.00
Payment of impact fees, utility connection fees, building and other development fees. *2002-2003 HOME funds 11902-066603-580821*	$70,612.00
Developer's fees per housing unit (to be paid ~~at issuance of Certificate of Occupancy~~ in four equal installments at 25%, 50%, 75% and 100% of total project completion). *2005-2006 HOME funds 11902-066606-580821*	$88,000.00 ($12,571.43 for each of seven rental units)
Total	$823,712.00

PUBLIC NOTICE

PROPOSED AMENDMENT TO THEVOLUSIA/SEMINOLE COUNTY 2000-2005 CONSOLIDATED PLAN 2002-2003 ONE-YEAR ACTION PLAN HOME PROGRAM

On or after February 23, 2007, the Seminole County Board of County Commissioners (Board) will consider amending the 2002-2003 One-Year Action Plan of the Volusia/Seminole Consortium's 2000-2005 Five Year Consolidated Plan. The Five-Year Consolidated Plan, and its corresponding One-Year Action Plan, governs the allocation and expenditure of HOME Program funds. The Board is considering amending the original 2002-2003 One Year Action Plan to increase funding to a specific activity for the construction of affordable rental housing, and reduce funding in the Tenant-Based Rental Assistance (TBRA) activity and from administrative funding.

The proposed amendment does not affect the priorities and specific objectives of housing activity in the respective Consolidated Plan.

The proposed Amendment is to:

Increase: CHDO Rental Construction	$ 72,718.00
Decrease: Tenant-Based Rental Assistance (TBRA)	$ 67,607.00
The previous contract expired. These funds are unobligated.	
Decrease: Administration	$ 5,111.00
These funds are unobligated.	

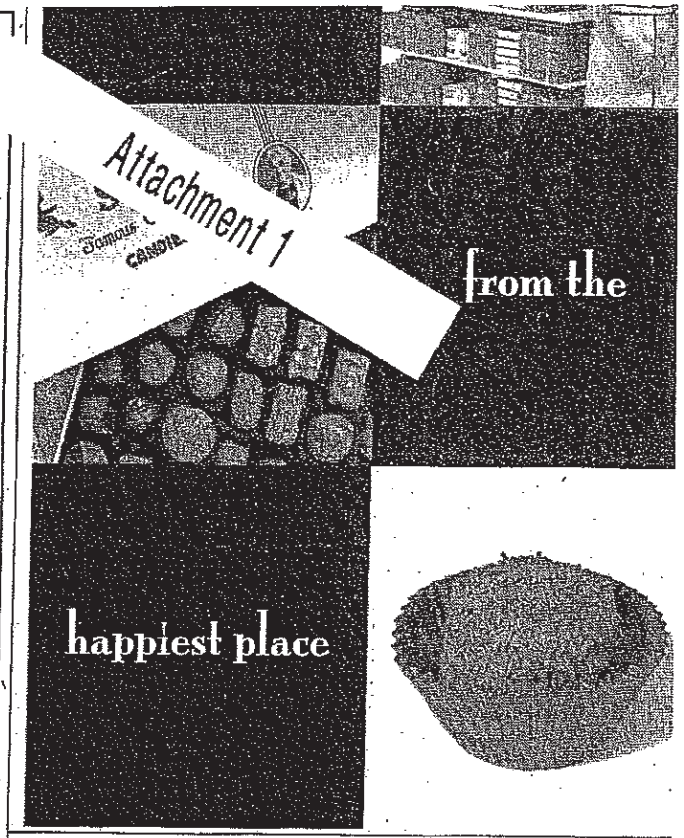
The proposed Amendment, if approved, will result in a project budget of $212,718.00, of which $140,000 has been previously spent, for the CHDO (Community Housing Development Organization) Rental Construction activity.

The Seminole County Community Development Office is inviting public comment for a period of thirty (30) days regarding the proposed amendment. **Comments will be received at the Seminole County Community Assistance Office until 5:00 pm January 8, 2007.** Anyone desiring to comment or ask questions regarding this proposed amendment may contact the Seminole County Community Development Office in writing, by fax, by email, by telephone, or in person at the following:

Buddy Balagia, Project Manager, Federal Grants
Seminole County Community Assistance Division
534 W. Lake Mary Boulevard
Sanford, FL 32773
Telephone: 407-665-2389
Fax 407-665-2399 or
e-mail: bbalagia@seminolecountyfl.gov

PERSONS WITH DISABILITIES NEEDING ASSISTANCE, PLEASE CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR .

Attachment 1



The Orlando Sentinel

633 North Orange Avenue
MP 132
Orlando, FL 32801

Seminole County Planning

To Whom It May Concern:

This is to confirm that the advertisement for Seminole County Planning published in *The Orlando Sentinel* on the following date.

Publication Date: Sunday, December 10, 2006

Ad Caption: HOME 20025-2003

Section: Seminole

Size: 2col x 10.5"

Job: #979220301

Should you need further information, please feel free to contact me.

Sincerely,

Jaconia Toyloy
Account Representative
The Orlando Sentinel

/mdu

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 30th day of January, 2007, by Jaconia Toyloy, who is personally known to me.

Nancy A. Puglia
Notary Public
State of Florida at Large

NANCY A. PUGLIA
MY COMMISSION # DD 211114
EXPIRES: June 11, 2007
Bonded Thru Notary Public Underwriters

SECOND AMENDMENT TO
SEMINOLE COUNTY/THE CENTER FOR AFFORDABLE HOUSING, INC.
HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
RENTAL HOUSING DEVELOPMENT AGREEMENT
PROGRAM YEARS 2002-2003, 2003-2004, 2004-2005 AND 2005-2006

THIS SECOND AMENDMENT TO AGREEMENT, entered into this _____ day of _____, 2008, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **THE CENTER FOR AFFORDABLE HOUSING, INC.**, a non-profit Florida corporation, whose address is 2524 South Park Drive, Sanford, Florida 32771, hereinafter referred to as "CENTER".

WHEREAS, COUNTY and CENTER heretofore entered into that certain Seminole County/The Center For Affordable Housing, Inc. HOME Program Community Housing Development Organization Rental Housing Development Agreement, Program Years 2004-2005 and 2005-2006, dated October 3, 2006 as amended by the duly approved and executed First Amendment to said agreement dated March 1, 2007 thereto (collectively referred to herein as the "Agreement"); and

WHEREAS, the Agreement was for the purpose of financing the development of seven (7) rental housing units serving Very Low Income Senior Citizen Households in Seminole County utilizing EIGHT HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED TWELVE AND NO/100 DOLLARS ($823,712.00) of COUNTY's HUD HOME funds; and

WHEREAS, CENTER has requested and COUNTY has determined the need for additional TWO HUNDRED FOUR THOUSAND NINE HUNDRED TWENTY-FOUR AND 83/100 DOLLARS ($204,924.83) of HOME funding for offsetting the increased costs incurred for substantial, additional drainage improvements necessitated by unanticipated higher seasonal water tables

revealed by soils testing, contaminated soils cleanup, soils testing and site work requirements as well as belated, additional permit/design conditions imposed by the St. Johns River Water Management District and the City of Sanford; and

WHEREAS, said additional site work and design conditions also resulted in unavoidable delays in the Project completion schedule, necessitating an extension of the Project completion date and the term of the Agreement from March 31, 2008 to September 30, 2008; and

WHEREAS, COUNTY has available sufficient remaining HOME funds from program Year 2003-2004 as a result of termination of a subrecipient agreement with another entity to accommodate the cost increases for the Project; and

WHEREAS, it is necessary to effect several substantive amendments to the Agreement, including certain of the Exhibits thereto in order to achieve the objectives described above;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of this Second Amendment and of the Agreement as hereby amended, upon which the parties have relied.

Section 2. Amendment of Title of Agreement. Because this Second Amendment provides additional funding from remaining program year 2003-2004 HOME funding for the purposes described herein, the title of the Agreement is hereby amended to read as follows: "Seminole County/The Center For Affordable Housing, Inc. HOME Program Community Housing

Development Organization Rental Housing Development Agreement, Program Years 2002-2003, 2003-2004, 2004-2005 and 2005-2006".

Section 3. Amendment to Agreement Section 2(d), Definitions of "Project". Section 2(d) of the Agreement is hereby amended to read as follows:

"(d) "Project" shall mean the development and construction of seven (7) residential rental units for use by Senior Citizen Households of Very Low Income in Seminole County, Florida. These rental apartments shall be constructed in one multi-family building structure and shall consist of three (3) 1 bedroom/1 bath units each having approximately 648 square feet, more or less; two (2) 2 bedroom/1 bath units each having approximately 828 square feet, more or less; and two (2) 2 bedroom/2 bath units each having approximately 828 square feet, more or less. The Project shall be constructed on the parcel of real property located in the City of Sanford, Florida, legally described in Revised Exhibit "~~A-1~~ A-2" to this Agreement. The Project shall also include the payment of all development, ~~and~~ building and other regulatory agency permit fees, impact fees, ~~and~~ utility connection fees as well as site work, drainage improvements, environmental testing and remediation of soil contamination. The Project shall also comply with all of the terms and conditions of Revised Exhibit "~~A-1~~ A-2" (Scope of Services) and Revised Exhibit "~~B-1~~ B-2" (Project Budget), which Revised Exhibits are attached to this Agreement and incorporated herein by reference."

Section 4. Amendment to Section 3 of the Agreement. Section 3 of the Agreement is hereby amended to read as follows:

"**Section 3. Statement of Work.** CENTER, in a manner satisfactory to the COUNTY, shall perform all Project services described in the Scope

of Services, attached hereto as Revised Exhibit "~~A-1~~ A-2". Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of CENTER."

Section 5. Amendment to Section 4 of the Agreement. Section 4 of the Agreement is hereby amended to extend the performance completion date for required services and shall read as follows:

"**Section 4. Term.** This Agreement shall be effective upon its execution by all parties. CENTER shall complete all services required by this Agreement on or before ~~March 31, 2008~~ September 30, 2008. Pursuant to 24 CFR, Section 92.504(3)(ix), this Agreement shall remain in full force and effect throughout the term of the Affordability Period and automatically terminate thereafter unless extended by written amendment to this Agreement."

Section 6. Amendments to Sections 5(a), 5(c) and 5(f) of the Agreement.

(a) Section 5(a) of the Agreement is hereby amended to read as follows:

"(a) The COUNTY may direct pay on behalf of CENTER the contractors and vendors selected by CENTER to develop the seven (7) housing units upon CENTER's providing appropriate documentation, as provided in subparagraph (d) below, for CENTER's performance of the Scope of Services, attached hereto as Revised Exhibit "~~A-1~~ A-2", up to the maximum amounts per the Project Budget, attached as Revised Exhibit "~~B-1~~ B-2" to this Agreement."

(b) Section 5(c) of the Agreement is hereby amended to read as follows:

"(c) The COUNTY has allocated ~~EIGHT HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED TWELVE AND NO/100 DOLLARS ($823,712.00)~~ ONE MILLION TWENTY-EIGHT THOUSAND SIX HUNDRED THIRTY-SIX AND 83/100 DOLLARS ($1,028,636.83) of HUD HOME funds for completion of this Agreement. The COUNTY will pay or reimburse CENTER for the Project services rendered under this Agreement up to ~~EIGHT HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED TWELVE AND NO/100 DOLLARS ($823,712.00)~~ ONE MILLION TWENTY-EIGHT THOUSAND SIX HUNDRED THIRTY-SIX AND 83/100 DOLLARS ($1,028,636.83). In the event that CENTER does not require the full amount of ~~EIGHT HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED TWELVE AND NO/100 DOLLARS ($823,712.00)~~ ONE MILLION TWENTY-EIGHT THOUSAND SIX HUNDRED THIRTY-SIX AND 83/100 DOLLARS ($1,028,636.83) as reflected in the bids received and final Project development costs reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such excess funds to other eligible activities."

(c) Section 5(f) of the Agreement is hereby amended to read as follows:

"(f) On or before ~~March 31, 2008~~ September 30, 2008 CENTER shall render a final and complete statement to the COUNTY of all costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of CENTER not properly invoiced and received by the COUNTY after ~~March 31, 2008~~ September 30, 2008."

(d) The remaining portions of section 5 not expressly amended hereby shall continue in full force and effect as stated in the Agreement.

Section 7. Amendment to Section 10(d) of the Agreement. Section 10(d) of the Agreement is hereby amended to read as follows:

"(d) CENTER shall complete and provide to the CD Administrator a monthly report on the form attached hereto as Exhibit "D". Such reports shall be due no later than the fifteenth day of each month commencing on the date of execution of this Agreement and concluding upon the completion of all activities described in Revised Exhibit "~~A-1~~ A-2".

Section 8. Amendment to Section 12 of the Agreement. Section 12 of the Agreement is hereby amended to read as follows:

"Section 12. Subcontracts. All contracts made by CENTER to perform the activities described in Revised Exhibit "~~A-1~~ A-2" shall comply with all applicable laws, rules and regulations described in Section 6 of this Agreement. Only contracts and subcontracts for work or services as set forth in Revised Exhibit "~~A-1~~ A-2" are authorized by this Agreement. Any further property acquisitions, work or services which CENTER wishes to subcontract shall only be approved in writing by addendum to this Agreement and may not exceed the financial restraints forth in Section 5 of this Agreement."

Section 9. Effect of Second Amendment on Agreement.

(a) The remaining portions of the Agreement, including the term thereof and the Exhibits/Attachments thereto not expressly amended by this instrument shall remain in full force and effect. The severability clause in Section 27 of the Agreement shall be deemed applicable to this Second Amendment.

(b) Exhibits A-1 and B-1 to the Agreement are hereby amended to read as set forth in Revised Exhibit A-2 and Revised Exhibit B-2 to this Second Amendment and are incorporated herein and into the Agreement by reference.

(c) Upon execution of this instrument by both parties, the

amendments enacted by this Second Amendment shall be deemed effective on March 31, 2008. If not fully executed by both parties until after March 31, 2008, the amendments enacted by this Second Amendment shall be deemed retroactively effective to March 31, 2008, *nunc pro tunc*.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

ATTEST:

THE CENTER FOR AFFORDABLE HOUSING, INC.

~~JAUNITA RILEY,~~ Secretary
GABRIELLA COULTER

By: _____
STEPHEN COLD, President

[CORPORATE SEAL]

Date: 2.26.08

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachments:
Revised Exhibit "A-2" - Scope of Services
Revised Exhibit "B-2" - Project Budget

P:\Users\aschneider\HUD-CDBG\2nd Amend - HOME CFAH Senior Citizen Rental Units.doc

REVISED EXHIBIT "A-2"

GENERAL SCOPE OF SERVICES

GENERALLY:

All capitalized words and terms herein shall have the same meanings ascribed to them in the attached Agreement and the ~~First~~ Second Amendment thereto.

CENTER shall develop at least seven (7) affordable rental housing units on property located in the City of Sanford, Florida for Very Low Income Senior Citizens. The CENTER shall use the funds issued by the COUNTY pursuant to this Agreement along with other funding to develop the real property and seven (7) rental housing units. No less than seven (7) rental housing units shall be constructed.

In no event shall any of the housing units be rented to persons other than Very Low Income Senior Citizen Households during the twenty (20) year Affordability Period.

SPECIFIC OBLIGATIONS:

1. The rental apartments compromising the Project shall be constructed in one multi-family building structure and shall consist of three (3) 1 bedroom/1 bath units each having approximately 648 square feet, more or less; two (2) 2 bedroom/1 bath units each having approximately 828 square feet, more or less; and two (2) 2 bedroom/2 bath units each having approximately 828 square feet, more or less. The Project shall be constructed on the parcel of real property located in the City of Sanford, Florida, legally described in paragraph 16 of this Exhibit. The Project shall also comply with all of the other terms and conditions of this Revised Exhibit "~~A-1~~ A-2" and Revised Exhibit "~~B-1~~ B-2" (Project Budget), attached to the Agreement.

2. CENTER shall prepare all documents required for bidding any and all aspects of the Project in accordance with legal requirements. The documents shall be submitted to the COUNTY for review and approval prior to commencement of the bidding process.

3. CENTER shall meet with the CD Administrator and his or her staff prior to and/or during the work description write ups to insure accuracy and quality of the final work product.

4. CENTER shall advertise for bids and provide bidders with a specific response period in accordance with legal requirements.

5. Following the close of the bidding period, the COUNTY and CENTER shall jointly review the bids received and bidder(s) qualifications. CENTER shall select, upon COUNTY approval, the bidders to be awarded the contract work. CENTER shall prepare, negotiate and execute a contract with the selected bidder.

6. CENTER shall prepare design plans and budgets for the Project which must be designed and constructed so as to conform to "Model Energy Code" or the Energy Star standards, whichever is applicable.

7. CENTER shall monitor and inspect all pre-development, development and design and construction activities to ensure compliance with this Agreement.

8. CENTER shall secure all necessary permits, zoning and other regulatory approvals, inspections and certificates required for all phases of the Project. CENTER shall pay all development, ~~and~~ building and other regulatory agency permit fees, impact fees, ~~and~~ utility connection fees as well as site work, drainage improvements,

environmental testing and remediation of soil contamination, it being expressly understood that HOME funds provided by the COUNTY under the Agreement ~~and the First Amendment thereto~~ may be used for such purposes up to an amount not exceeding the limits for same established in Revised Exhibit "~~B-1~~ B-2".

9. CENTER shall advertise for and process rental applications for the housing units. CENTER shall be responsible for verifying client(s) income eligibility for assistance.

10. The CENTER Project Manager shall be the liaison to the COUNTY and responsible for responding to all requests by the COUNTY.

11. No CENTER board member, employee, or any related family member of either shall receive or obtain gain or profit in the form of a real estate commission, appraisal contract fee or payment for any other related product or service for properties purchased or sold by them in accordance with this Agreement.

12. CENTER shall complete the Project by ~~March 31, 2008~~ September 30, 2008.

13. CENTER shall limit the rents charged for all completed housing units to the Low Home Rent Limits for the respective bedroom sizes as published by HUD each year. ~~for the Orlando Metropolitan Statistical Area. Those rent limits for 2006 are as follows:~~

~~Efficiency $502~~

~~1 Bedroom $538~~

~~2 Bedroom $646~~

14. CENTER shall not invest any more HOME Program funds in the

Project than is allowed by the HOME Maximum Subsidy Limits as published by HUD.

15. CENTER shall ensure the Project meets or exceeds the accessibility requirements established in 24 CFR, Part 8, implementing Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).

16. The Project shall be developed on that certain parcel of real property located at the corner of Cedar Avenue and W. 3rd Street in the City of Sanford, Florida, the legal description and parcel identification number for which are as follows:

> LOTS 6, 7, 8, 9 AND 10, BLOCK 5, TIER 11 OF E.R. TRAFFORDS MAP OF THE TOWN OF SANFORD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGES 56 THROUGH 64 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
>
> Parcel Identification Number: 25-19-30-5AG-0511-0060

17. CENTER shall execute and record a Restrictive Use Covenant in the form of Exhibit "F" to the Agreement on the subject property limiting the use thereof to rental housing for Very Low Income Senior Citizen Households for twenty (20) years.

REVISED EXHIBIT B-2

PROJECT BUDGET

ACTIVITY	FUNDS
Development/construction of seven (7) affordable rental apartment units serving Senior Citizen households. *2003-2004 HOME funds 11902-066604-580821*	$204,924.83
Development/construction of seven (7) affordable rental apartment units serving Senior Citizen households. *2004-2005 HOME funds 11902-066605-580821*	$188,025.00
Development/construction of seven (7) affordable rental apartment units serving Senior Citizen households. *2005-2006 HOME funds 11902-066606-580821*	$477,075.00
Payment of impact fees, utility connection fees, building and other development fees. *2002-2003 HOME funds 11902-066603-580821*	$70,612.00
Developer's fees per housing unit (to be paid in four equal installments at 25%, 50%, 75% and 100% of total project completion). *2005-2006 HOME funds 11902-066606-580821*	$88,000.00 ($12,571.43 for each of seven rental units)
Total	~~$823,712.00~~ **$1,028,636.83**

Balagia, Buddy

From: William F. Newman [wfnewman@bellsouth.net]
Sent: Monday, January 28, 2008 6:31 PM
To: Balagia, Buddy
Subject: Cedar Grove contract amendment

William F. Newman.vcf (414 B

Buddy,

In response to your request for additional details concerning the delays on this project, I have reviewed my documents and submit the following:

Site engineering and architectural design were initiated in January, 2007.
In February, 2007, preliminary plans were discussed with city of Sanford engineering staff. Soil tests performed in February and repeated in March indicated subsurface conditions which required additional design work on the site development plan.
Architectural design revisions caused further delay in the completion of final engineering plans for the site.

Site development plans were formally submitted to the city of Sanford on May 24, 2007.
Architectural plans were submitted with the site plans, but were not concurrently reviewed by the city.
Site plan review comments issued by city on July 24, 2007. Revised plans submitted to city on August 28, 2007. Plans approved on October 29, 2007.

Site plan permit issued by city on December 4, 2007 (dated November 17, 2007).

Permit application was submitted to St. Johns River Water Management District on June 26, 2007. Report of review findings received from SJRWMD on July 25, 2007. Report of geotechnical engineer's additional tests submitted to SJRWMD on August 17, 2007. Second review response issued by SJRWMD on September 12, 2007. Second response submitted to SJRWMD on September 21, 2007.

SJRWMD permit issued on November 5, 2007.

Florida Dept. of Environmental Protection contractor completed final soil tests at the site on December 7, 2007.

Building permit approved on January 28, 2008.

Site development contractor started work on December 11, 2007.

Bill Newman

Balagia, Buddy

From: wfnewman@bellsouth.net
Sent: Monday, February 18, 2008 1:40 PM
To: Balagia, Buddy
Subject: Second contract amendment for Cedar Grove Apartments

The additional funds are needed for the Cedar Grove project due to budget overruns as follows:

- Soil tests revealed a higher seasonal water table than anticipated, which affects stormwater design and requires off-site stormwater management
- Stormwater retention ponds had to be re-designed to be shallower, thus affecting the site plan and requiring redesign
- New runoff treatment compliance by SJRWMD imposed additional requirements
- Soft costs increased due to additional design work
- Arbor charges of $25,000 were assessed due to the necessity to remove all trees on site because of design configurations required by both the City of Sanford and SJRWMD.

These cost overruns both delayed and increased the cost of construction. The additional HOME funding will mitigate the need to increase private mortgage financing by the Center and thereby assure affordable HOME Program rents. The Second Amendment also establishes expenditure thresholds.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Termination of Restated Seminole County/Seminole County Housing Authority Tenant-Based Rental Assistance Program Year 2003-2004

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: David Medley **CONTACT:** Buddy Balagia **EXT:** 2389

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution Terminating the Restated Seminole County/Seminole County Housing Authority Tenant Based Rental Assistance Subrecipient Agreement Program Year 2003-2004.

County-wide Buddy Balagia

BACKGROUND:
On September 12, 2006 the Board of County Commissioners (Board) executed a Restated Subrecipient Agreement with the Seminole County Housing Authority (SCHA), replacing the original Agreement approved on May 25, 2004, to administer and implement the Tenant-Based Rental Assistance (TBRA) Program. The TBRA Program is funded by the Federal HOME Program through the U.S. Department of Housing and Urban Development (HUD). The Agreement required the expenditure of $786,000 in 2003-2004 HOME TBRA funds by October 31, 2008 in accordance with Federal regulations. .

Due to reorganization and management turnover, as well as staff turnover at the SCHA, program activity slowed during the 2005-2006 program year, affecting the total number of potential tenants that would have been enrolled in the TBRA Program, and thus affecting expenditure abilities. SCHA determined and gave written notice to the County that it will not be able to spend all $786,000 by October 31, 2008 (approximately $200,941 remains unspent at this time). Staff is requesting the Board terminate the current TBRA Subrecipient Agreement with SCHA to facilitate reallocation of the unspent funds to another eligible project for its use prior to the expenditure deadline.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution terminating the Restated Seminole County/Seminole County Housing Authority Tenant Based Rental Assistance Subrecipient Agreement Program Year 2003-2004.

ATTACHMENTS:

1. Agreement
2. Resolution

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

RESTATED SEMINOLE COUNTY/SEMINOLE COUNTY HOUSING AUTHORITY TENANT BASED RENTAL ASSISTANCE SUBRECIPIENT AGREEMENT PROGRAM YEAR 2003-2004

THIS RESTATED AGREEMENT is made and entered into this 14 day of September, 2006 and shall supersede and replace in its entirety that certain Agreement made and entered into on the 3rd day of June, 2004, (the "prior agreement") between the **SEMINOLE COUNTY HOUSING AUTHORITY,** a public body corporate organized under the laws of the State of Florida, whose address and principal place of business is 662 Academy Place, Oviedo, Florida 32765, hereinafter referred to as "SCHA", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY has made application for HOME Program funds and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD" and implementing regulations set forth in 24 Code of Federal Regulations (CFR) Part 92; hereinafter referred to as the "HOME Program" and implementing the Community Development Block Grant ("CDBG") regulations set forth in Title 24, Code of Federal Regulations (CFR) Part 570; and

WHEREAS, the COUNTY has submitted a consolidated plan to receive both HOME and CDBG funds; and

WHEREAS, the COUNTY desires to engage SCHA to render certain services necessary to accomplish the COUNTY's affordable housing goals; and

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY
DEPUTY CLERK

WHEREAS, the COUNTY and SCHA desire to enter into this Restated Agreement (the "Agreement") to implement certain HOME Tenant Based Rental Assistance activities within Seminole County, Florida from remaining funds allocated to COUNTY for the 2003-2004 program year; and

WHEREAS, the Tenant Based Rental Assistance activities under this Agreement consist of providing rent and security deposit assistance payments to Very Low Income households for the purpose of providing affordable rental housing to elderly and disabled individuals and those trying to achieve self sufficiency; and

WHEREAS, the parties hereto have determined that it is necessary to restate the amount of HUD HOME Program TBRA and CDBG funding provided by COUNTY to SCHA, to extend the term of this Agreement and time for performance, to clarify and streamline the description of the services provided by SCHA, to revise the periodic reporting requirements and to limit the assistance provided hereinafter to Very Low Income households only; and

WHEREAS, it is also necessary to replace the several schedules and exhibits which accompanied the prior agreement and which controlled the terms of SCHA's performance under the TBRA program,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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

relied.

Section 2. Definitions.

"CD Administrator" - the COUNTY's Community Assistance Division Manager.

"COUNTY approval" - written approval by the Community Services Department Director, Community Assistance Division Manager, or their designee.

"HOME Program" - the HOME Investment Partnerships Program as authorized by 42 U.S.C. Section 12.701, et seq.

"HOME regulations" - 24 CFR Part 92 and supplemental, additional or successor provisions.

"Housing activities" - those subsidized and funded housing assistance programs authorized under Title 24, Code of Federal Regulations, Part 92, involving SCHA, including the Tenant Based Rental Assistance Program as defined herein.

"Community Services Department" - the Director of the COUNTY Community Services Department or their designee.

"Tenant Based Rental Assistance" or "TBRA" shall mean that program for rental assistance and security deposit payment assistance on behalf of Very Low Income households and certain preferences described in 24 CFR Section 92.209 and in Exhibit "A" hereto.

"Very Low Income" - gross household income that does not exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

Section 3. Statement of Work.

(a) SCHA, in a manner satisfactory to the COUNTY, shall perform or cause to be performed all services as implied, described, referred to or governed by Exhibit "A", TBRA Implementation Plan, attached hereto and incorporated herein by reference on behalf of and with respect to Very Low Income households in need of affordable, transitional rental housing. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of SCHA.

(b) The parties recognize that this Agreement is for payment by SCHA of Tenant Based Rental Assistance payments to landlords and/or management companies on behalf of Very Low Income TBRA clients and is for the costs of implementing certain housing activities. The parties further recognize and agree that this Agreement is directly related to implementing the COUNTY's Tenant Based Rental Assistance Program as included in and authorized by the HOME Program.

Section 4. Term. The COUNTY shall pay SCHA for the services described in Exhibit "A" and completed by SCHA prior to December 31, 2008, which shall also be the expiration date of this Agreement, unless this Agreement is otherwise amended or extended by written agreement of the parties. Payment of funds shall be contingent thereupon. This Agreement shall be effective upon execution by both parties. The requirements set forth in Sections 12, 13, 14, 16, 20, 21 and 23 hereunder shall survive the term of this Agreement as a whole.

Section 5. Consideration and Limitation of Costs. The COUNTY shall pay SCHA for the services described in Exhibit "A" in accordance

with HOME regulations and this Agreement an amount not to exceed SEVEN HUNDRED EIGHTY-SIX THOUSAND AND NO/100 DOLLARS ($786,000.00) as set forth in Exhibit "B", Budget and Financial Information, attached hereto and incorporated herein by reference.

Section 6. Requests for Disbursement of Funds and Required Reporting.

(a) Payments to SCHA by the COUNTY shall be on a monthly invoice basis and shall be contingent upon SCHA's timely submittal of acceptable documentation to the COUNTY on or before the fifteenth (15th) day of each month during the term of this Agreement. Such required documentation shall include the following:

(1) Verification that each household assisted by SCHA with funding derived under this Agreement qualifies as a Very Low Income household. Such reports shall be updated each month for any new additions to the list of clients assisted by SCHA but need not include verification for current clients already being served for which such documentation has already been provided. However, each household's income shall be reverified annually on the anniversary date of said household's initial approval and acceptance into the TBRA progam.

(2) SCHA shall provide the COUNTY, in a form prescribed by COUNTY, a monthly tenant roll summarizing the amount of the COUNTY's Tenant Based Rental Assistance Program funds obligated and expended for each household assisted by the housing activities. Included in the tenant rent roll shall be a summary of demographic data for each housing unit identified for assistance and each housing activity. The COUNTY shall be provided copies and transcriptions of any records

deemed necessary by the COUNTY to accomplish the foregoing process.

(3) A completed Payment Request Form, attached hereto and incorporated herein as Exhibit "D", the COUNTY shall initiate the payment process. Such Form shall be submitted under a letter of transmittal on SCHA's letterhead, signed by its President.

(4) A statement of all costs of rents, deposit subsidies and administrative expenses services for the current report period categorized by budget line item and consistent with Exhibits "B", "C" and "D" along with supporting documentation such as invoices and rent or deposit receipts.

(c) Payments to SCHA shall be as soon as practicable; provided, however, that if SCHA has performed services in full compliance with this Agreement, HOME regulations, and applicable laws, rules and regulations, payment shall be made by the COUNTY to SCHA within thirty (30) days of receipt of acceptable documentation by the COUNTY.

(d) All disbursements by SCHA shall be fully documented to the satisfaction of the COUNTY so as to be available upon request for inspection or audit in accordance with this Agreement and Florida law, or as otherwise may be reasonably required by the COUNTY.

(e) SCHA shall, in conjunction with the final payment request, transfer to COUNTY a full and complete copy of all client files, project files and all other documents related to any funding hereunder provided by COUNTY.

(f) Within thirty (30) days after completion of all services to be performed hereunder, SCHA shall render a final and complete statement to COUNTY of all costs and charges for services not

previously invoiced. The COUNTY shall not be responsible for payment to SCHA of any charges, claims or demands for any period ending after December 31, 2008 and not received by COUNTY within thirty (30) days thereafter.

(g) At completion of the project, SCHA shall also submit an End of Project Report, attached hereto and incorporated herein as Exhibit "C". Failure by SCHA to submit the End of Project Report shall allow the COUNTY to withhold final payment to SCHA until such report is submitted to the COUNTY as required herein. The reports shall be provided as part of the financial payment/reimbursement process. The COUNTY shall have access to and be provided copies and transcripts of SCHA's records as necessary in the determination of the COUNTY or HUD to accomplish this obligation.

Section 7. Unavailability of Funds. If the COUNTY learns that funding from the Federal government cannot be obtained or continued, this Agreement may be terminated immediately at the option of the COUNTY by written notice of termination to SCHA as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SCHA after SCHA has received such notice of termination. In the event there are any unused or returned COUNTY funds, SCHA shall promptly refund those funds to the COUNTY.

Section 8. Compliance with Federal and State Law and Uniform Administrative Requirements. SCHA shall comply with all Federal, State and local laws and regulations in its performance of this Agreement. It is understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(a) Federal Statutes.

(1) Title 24, Code of Federal Regulations, Part 92, "Regulations Relating to Housing and Urban Development", including particularly the parts and sections identified below.

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968";

(4) 42 USCA Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped";

(b) Uniform Administrative Requirements.

(1) "OMB Circular A-87 "Cost Principles For State, Local and Indian Tribe Governments";

(2) Office of Management and Budget Circular No. A-102, "Grants and Cooperative Agreements with State and Local Governments";

(3) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations";

(4) OMB Circular No. A-133, addressing auditing procedures involving grants of more than $500,000.00.

(c) 24 CFR 84 - "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" specifically the following sections:

(1) 24 CFR 84.2 - "Definitions";

(2) 24 CFR 84.5 - "Subawards";

(3) 24 CFR 84.13, 84.14, and 84.16 - "Debarment and

Suspension; Drug Free Work Place" "Special Awards Conditions" and "Resource Conservation and Recovery Act";

(4) 24 CFR 84.21 - "Standards for Financial Management Systems";

(5) 24 CFR 84.22 - "Payment";

(6) 24 CFR 84.26-84.28 - "Non-Federal Audits", "Allowable Costs" and "Period of Availability of Funds";

(7) 24 CFR 84.30 - "Purpose of Property Standards";

(8) 24 CFR 84.31 - "Insurance Coverage";

(9) 24 CFR 84.34-84.37 - "Equipment", "Supplies and Other Expendable Property", "Intangible Property" and "Property Trust Relationship";

(10) 24 CFR 84.40-84.48 - "Purpose of Procurement Standards", "Recipient Responsibilities", "Codes of Conduct", "Competition", "Procurement Procedures", "Cost and Price Analysis", "Procurement Records", "Contract Administration" and "Contract Provisions";

(11) 24 CFR 84.51 - "Monitoring and Reporting Program Performance";

(12) 24 CFR 84.60-84.62 - "Purpose of Termination and Enforcement", "Termination", and "Enforcement";

(13) 24 CFR 84.72 - "Subsequent Adjustments and Continuing Responsibilities"; and

(14) 24 CFR 84.73 - "Collection of Amounts Due".

(d) HOME Program Requirements. SCHA shall fully comply with the HOME regulations, contained within 24 CFR, Part 92, including

particularly the following:

(1) Section 92.209 - "Tenant Based Rental Assistance: Eligible Costs and Requirements";

(2) Section 92.216 - "Income Targeting: Tenant Based Rental Assistance and Rental Units";

(3) Section 92.251 - "Property Standards";

(4) Section 92.252 - "Qualifications as affordable housing: rental housing";

(5) Section 92.257 - "Faith Based Activities";

(6) Section 92.350 - "Other Federal Requirements";

(7) Section 92.351 - "Affirmative Marketing; minority outreach program";

(8) Section 92.353 - "Displacement, Relocation, and Acquisition";

(9) Section 92.354 - "Labor";

(10) Section 92.355 - "Lead based paint";

(11) Section 92.356 - "Conflict of Interest";

(12) Section 92.358 - "Consultant Activities";

(13) Section 92.504 - "Participating jurisdiction Responsibilities; written agreements; on-site inspections";

(14) Section 92.505(b) - "Applicability of Uniform Administrative Requirements"; and

(15) SCHA shall not assume COUNTY responsibilities for environmental review under 92.352 and the intergovernmental process under 92.357. However, SCHA is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with

State and local regulations, nor is SCHA released from any environmental pollution that it may cause or have caused and SCHA shall assume full liability therefore.

(e) Regulations applicable to CDBG Funding-24 CFR 570, Subpart K, including the following:

(1) 570.600 - Decrees that the Secretary of HUD will apply the provisions of Subpart K as being applicable to all grants made under the CDBG program;

(2) 570.601 - Requires adherence to Public Law 88-352, ("1964 Civil Rights Law"), Public Law 90-284 ("1968 Civil Rights Act of 1968"), and Executive Order 11063 ("Equal Opportunity in Housing");

(3) 570.602 - Prohibits discrimination on the basis of race, sex, or age for activities under the program;

(4) 570.603 - Requires adherence to the labor standards embodied in the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act in accordance with section 110 of Title I of The Housing and Community Development Act, i.e., 42 U.S.C. 5301, *et seq.* (the "Act").

(5) 570.604 - Refers grant recipients to section 104(g) of the Act and 24 CFR Part 58 for those regulations and procedures aimed at furthering the purposes of the National Environmental Policy Act of 1969. The foregoing notwithstanding, SCHA shall not assume the COUNTY's environmental responsibilities, as described in 24 CFR Sec. 570.604 "Environmental Standards", nor the COUNTY's responsibility to initiate and environmental review process. However, SCHA is not exempt from performing site-specific environmental reviews in accordance with State and local regulations as may be required, nor is SCHA released from any

environmental pollution that it may cause or have caused and SCHA shall assume full liability therefore.

(6) 570.605 - Governs participation in the National Flood Insurance Program pursuant to section 202(a) of the Flood Disaster Protection Act of 1973 and 44 CFR Parts 59 through 79;

(7) 570.606 - Requires that grant recipients and subrecipients adopt and utilize policies that best assure minimizing displacement of persons, families, businesses, farms, and non-profit organizations from areas of grant funded, rehabilitation activities pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601, et seq.;

(8) 570.607 - Applies Executive Orders 13279 as well as 11246, the latter being amended by Executive Orders 11375, 11478, 12086 and 12107 prohibiting racial, gender, ethnic, or religious discrimination in employment during the performance of federally assisted projects;

(9) 570.608 - Applies the Lead Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821 et seq.) and the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851 et seq.), to all grant funded activities;

(10) 570.609 - Prohibits the use of debarred, suspended, or ineligible contractors or other subrecipients on grant funded projects;

(11) 570.610 - Uniform administrative requirements and cost principles applicable to subrecipients of CDBG funding.

(12) 570.611 - Establishes the bidding requirements, the code of conduct, and conflict of interest provisions applicable for the

procurement of goods and services and post award contract administration relative to activities funded under 24 CFR Part 570;

(13) 570.612 - Requires adherence to any State imposed standards of intergovernmental review for those infrastructure improvements involving water, sewer and storm water facilities;

(14) 570.613 - Restrictions on eligibility for employment and financial assistance benefits for certain resident, newly legalized aliens; and

(15) 570.614 - Requires that any public buildings and other facilities constructed with CDBG funds be compliant with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151 et seq) and the Americans with Disabilities Act (42 U.S.C. § 12131 and 47 U.S.C. §§155, 201, 218 and 225).

(f) Compliance with State and Local Laws and Regulations. During the execution and implementation of this Agreement, SCHA shall comply with all applicable State and local laws, regulations and ordinances, including but not limited to the following:

(1) Chapter 112, Part III, Florida Statutes - "Code of Ethics for Public Officers and Employees". SCHA shall not engage in any actions under this Agreement that would create a conflict of interest for itself or involving any of its officers, directors or employees pursuant to said statutes.

(2) Chapter 119, Florida Statutes - "Public Records".

(3) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for

unilateral termination of this Agreement by the COUNTY.

(4) SCHA shall comply with the Local Relocation and Anti-displacement Policy (the "Policy), as adopted by the COUNTY. Should SCHA's performance during this Agreement necessitate, as determined by applicable Federal regulations, compliance with the Uniform Relocation Assistance and Real Property Act (the "Act"), SCHA shall immediately notify the COUNTY accordingly. Upon such notification, COUNTY shall implement and administer the Policy and the Act pursuant to this Agreement. The parties agree that, should the aforementioned occur, COUNTY shall use funds budgeted in Exhibit "B" to pay for relocation and displacement costs.

Section 9. Prior Written Approvals - Summary. The following includes, but is not all inclusive of, activities requiring the prior written approval of the COUNTY for payment:

(a) Initiation of new activities not referred to in this Agreement or changes to location of or deletion of any activity; and

(b) Extensions to the term of this Agreement.

Section 10. Project Publicity. Any news release, project sign or other type of publicity pertaining to the TBRA project, as stated herein, shall recognize the Seminole County Board of County Commissioners as the recipient funded by HUD to provide funds to SCHA.

Section 11. Management Assistance. The CD Administrator or designee shall be reasonably available to SCHA to provide guidance on HOME regulations; provided, however, that this provision shall not be construed to relieve SCHA from any duties or obligations set forth herein.

Section 12. Maintenance of Records.

(a) SCHA shall, at a minimum, maintain all records required by applicable Federal, State and local laws, rules, regulations and procedures.

(b) SCHA shall maintain such records, accounts and property and personnel records as deemed necessary by Florida law and the COUNTY or otherwise typical in sound business practices to assure proper accounting of project funds and compliance with this Agreement.

(c) SCHA shall maintain all necessary financial records as required by Federal and State law and ensure maintenance of financial records relative to the following matters:

(1) Rents and security deposits paid by SCHA on behalf of income qualified tenants.

(2) Items purchased and paid for through standard procedures adopted by SCHA: invoices and copies of canceled checks.

(3) Agreements: the contract, billings and copies of canceled checks.

(d) SCHA shall perform an annual audit of tenant based rental assistance activities in accordance with Federal OMB Circular A-133. Copies of all audits regarding or otherwise relating to the use of these funds shall be provided to the COUNTY and the CD Administrator. The audit shall include an opinion of compliance or non-compliance with the regulations listed in Section 8 of this Agreement.

(e) All records of whatsoever type or nature required by this Agreement shall be available for audit, inspection and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have

the right to obtain and inspect any audit pertaining to this Agreement made by any Federal, State or local agency. SCHA shall retain records and supporting documentation related to this Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law.

Section 13. Non-Expendable Property. Any non-expendable personal property acquired by SCHA to perform the projects stated herein and approved by the COUNTY hereunder shall be subject to Federal, State and local regulations including, but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any grant funded non-expendable personal property shall be made available to the COUNTY and HUD in accordance with the aforesaid provisions.

Section 14. Liability. Except for reimbursement as specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity or corporation who contracts with or who provides goods or services to SCHA in connection with the services SCHA performs hereunder, or for debts or claims accruing to such parties against SCHA. This Agreement shall not create a contractual relationship, either express or implied, between the COUNTY and any other person, firm, entity or corporation supplying any work, labor, services, goods or materials to SCHA as a result of services to COUNTY hereunder.

Section 15. Subcontracts. All contracts made by SCHA to perform the activities described in Exhibit "A" shall comply with applicable laws, rules, regulations, ordinances and resolutions set forth in this Agreement. The COUNTY shall be notified of any such contracts. Any

additional work or services subcontracted hereunder by SCHA shall be specified by written agreement and subject to this Agreement.

Section 16. Indemnification.

(a) SCHA shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind or nature which the COUNTY may sustain, suffer or incur, or be required to pay by reason of the loss of any funds paid to SCHA, or in any way resulting out of or from any conduct, misconduct, negligence, fraud, defalcation, dishonesty or failure of SCHA, including, but not limited to, the failure to comply with any law, rule or regulation, or by reason or as a result of any act or omission of SCHA in the performance of this Agreement or any part thereof, or by reason of a judgment over and above the limits provided by the insurance required hereunder, or by any defect in the construction of a rental housing unit or project, or as may otherwise result in any way or instance whatsoever.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement or any other matter relating to this Agreement, the COUNTY shall give notice in writing thereof to SCHA by registered or certified mail addressed to SCHA at the address hereinafter provided. Upon receiving notice, SCHA, at its own expense, shall diligently defend against the action, suit or proceeding and take all action necessary or proper therein to prevent the obtaining of a judgment against the COUNTY.

(c) Nothing in this Agreement shall be construed as waiving COUNTY's sovereign immunity beyond that provided in Section 768.28, Florida Statutes, which shall be deemed controlling in all matters concerning COUNTY's liability in tort actions.

Section 17. Insurance. SCHA shall ensure that either its insurance coverage or self-insurance program and the insurance coverage of its contracted agents and vendors, is adequate and sufficient for the activities performed pursuant to this Agreement. SCHA shall ensure that the insurance requirements imposed on all vendors, contractors and agents conform to and comply with this Agreement and applicable Federal, State and local regulations. SCHA shall require all such persons to name both SCHA and the COUNTY as additional insureds in the insurance policy required hereunder and to provide proof of adequate insurance at or prior to the time of commencement of services or goods to SCHA.

Section 18. Non-Assignability. Neither party shall assign this Agreement nor any interest herein without the prior written consent of the other party.

Section 19. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 20. Program Income. In the event that any program income (returned funds) is received by SCHA during or after the term of this Agreement, SCHA shall immediately return such monies to the COUNTY.

Section 21. Enforcement of Agreement and Remedies. Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to SCHA pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

(a) Immediately terminate this Agreement, with or without notice;

(b) Reallocate the remaining uncommitted funds toward another HUD program or toward the COUNTY's trust fund;

(c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by SCHA;

(d) Demand SCHA immediately repay any monies expended in accordance with this Agreement;

(e) Require specific performance of this Agreement;

(f) Demand payment and/or performance from the surety, if applicable; and/or

(g) Impose a lien upon any and all of SCHA's real or personal property. To create such a lien, the COUNTY shall send a letter to SCHA demanding refund of any monies expended to SCHA pursuant to this Agreement. Said letter shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon SCHA's real and personal property.

(h) Initiation of a suit in law or equity in a court of competent jurisdiction to obtain any available remedy.

Section 22. Misuse of Funds. Should any of the funds paid by the COUNTY pursuant to this Agreement be misused or misappropriated by SCHA, such occurrence shall be an event of default hereunder. Said

funds shall be immediately due and payable to the COUNTY. The COUNTY may send a letter to SCHA demanding payment of said monies which may be recorded in the Official Land Records so as to constitute a lien on any and all of SCHA's real and personal property as provided in Section 21(g) of this Agreement.

Section 23. Reversion of Assets. Upon expiration of this Agreement, SCHA shall transfer to the COUNTY any HOME Program funds remaining and any accounts receivable attributable to the use of HOME Program funds pursuant to 24 CFR section 92.504(c)(2)(vii). SCHA shall not be allowed to acquire any real property from HOME funds allocated to SCHA under this Agreement.

Section 24. Certification Regarding Lobbying. SCHA certifies by its signature hereunder, that to the best of its knowledge and belief:

(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned 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 contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan or cooperative agreement.

(b) If any funds other than CDBG and HOME Program 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 any employee of a

member of Congress in connection with this Agreement, SCHA shall promptly prepare and submit Federal OMB form SF-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

Section 25. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void; shall be deemed separable from the remaining covenants or provisions of this Agreement; and shall in no way affect the validity of the remaining covenants or provisions of this Agreement. Any responsibility of SCHA provided under this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

Section 26. Entire Agreement. Effect on Prior Agreement. This instrument and the restated Exhibits attached hereto constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment hereto.

Section 27. Notices. Whenever either party desires to give notice unto the other, notice shall be sent to:

For COUNTY:

CD Administrator (Community Assistance Division)
Community Services Department
1101 E. First St.
Sanford, FL 32771

For SCHA:

Executive Director
Seminole County Housing Authority
662 Academy Place
Oviedo, FL 32765

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date hereinabove first written.

SEMINOLE COUNTY HOUSING AUTHORITY

K. B. Dunk
, Secretary

By: Renee P. Telson
RENEE P. TELSON, President

Date: 8-21-06

EMMA MARRERO
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD513354
EXPIRES 2/1/2010
BONDED THRU 1-888-NOTARY1

STATE OF FLORIDA]
]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this 21 day of August, 2006, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RENEE P. TELSON and Kevin B. Dunk, as President and Secretary, respectively, of SEMINOLE COUNTY HOUSING AUTHORITY., a public body corporate organized under the laws of the State of Florida, who are personally known to me or who have produced Drivers License as identification and that they did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Emma Marrero

(NOTARY SEAL)

Print Name: EMMA MARRERO
Notary Public in and for the
County and State Aforementioned

EMMA MARRERO
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD513354
EXPIRES 2/1/2010
BONDED THRU 1-888-NOTARY1

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency

County Attorney
AWS/lpk
7/31/06
Restated SCHA

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Carlton Henley
CARLTON HENLEY, Chairman

Date: Sept. 14, 2006

As authorized for execution by
the Board of County Commissioners
at their Sept. 12, 2006
regular meeting.

Attachments:
- Exhibit "A" - TBRA Implementation Plan
- Exhibit "B" - Budget and Financial Information
- Exhibit "C" - End of Project Report
- Exhibit "D" - Request For Payment

SEMINOLE COUNTY, FLORIDA
TENANT-BASED RENTAL ASSISTANCE (TBRA)
IMPLEMENTATION PLAN

Statement of Policies And Procedures

The County's Tenant-Based Rental Assistance (TBRA) Program is allocated from its HOME Program grant. Its primary function in Seminole County is to accommodate very low income renter households within the County. The administration and implementation of the TBRA Program will be conducted in accordance with selected subrecipients of Seminole County (a/k/a the Participating Jurisdiction, or "PJ") and shall be in compliance with 24 CFR, Part 92 and with this TBRA Implementation Plan ("the Plan").

Local Objectives

The TBRA Program is designed to provide decent, safe, and sanitary housing for very low income households. Financial assistance in the form of rental subsidy payments will be made on behalf of approved eligible Seminole County resident, very low income tenant households for up to 24 months with a minimum of one year lease agreement. Extensions are possible, as addressed in this Plan.

The TBRA Program is designed to assist 1) households involved in self-sufficiency, 2) elderly households, and 3) households with persons with disabilities. All issues related to TBRA not addressed in this document are governed by such federal regulations, HUD memos, notices and guidelines of the Participating Jurisdiction (PJ).

Fair Housing Policy

It is the policy of the PJ to comply fully with all Federal, State, and local non-discrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The PJ shall not deny any household the opportunity to apply for or, depending upon eligibility, receive assistance under the TBRA Program on the basis of ethnicity, color, sex, religion, creed, national, age, family or marital status, or disability. All households are encouraged to search for housing in areas of non-low income and non-minority concentration.

Translation of Documents

The PJ has bilingual staff to assist Spanish speaking households and, when necessary, will provide bilingual staff for verbal translation.

Family Outreach

TBRA subrecipients will publish and disseminate information as to the availability of assistance for very low income households initially and on an as-needed basis. To reach households least likely to apply for TBRA assistance, subrecipients will distribute emails, flyers and/or information sheets to the broadcasting media and locations where preferred households are likely to be informed of the program (Public Housing Authorities, public laundry facilities, affordable rental housing complexes, La Prensa, The Orlando Times, senior centers, agencies that assist persons with disabilities, etc.). Documentation of such notification and/or distribution shall be noted in the program file, with copies of the distributed information.

Owner Outreach

The PJ encourages owners of decent, safe, and sanitary housing units to lease to TBRA households. The PJ especially encourages program participation in units outside predominantly lower income or minority areas. All subrecipients are required to perform outreach to owners (e.g., apartment complexes) to recruit eligible units for use by approved households.

Required Postings
The PJ's subrecipient(s) will post, in its offices in a conspicuous place, and understandable by persons with disabilities and translated in to Spanish, the following information:

- The Plan
- Notice of the status of the waiting list (opened or closed)
- Address of office, office hours, telephone numbers, and hours of operation
- Income limits for admission
- Informal review and informal hearing procedures
- Fair Housing poster and logo
- Equal Opportunity in Employment Poster

Eligibility Criteria

- Seminole County resident (currently residing or employed within Seminole County).
- An applicant must be a "household."
- An applicant must be certified as very low income, in accordance with the HOME Program regulations.
- An applicant may be elderly (age 62+) or disabled.
- An applicant household must possess Social Security numbers for all family members aged six years or older.

Family Composition
The applicant must qualify as a "household." A household may be a single person or a group of persons. A group of persons may be two or more persons who intend to share residency whose income and resources are available to meet the household's needs. A child who is temporarily away from home because of placement in foster care is considered a member of the household. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other household members.

Applicant Status
Applicants are required to inform the respective subrecipient of changes in address or other vital information within 30 days of the change. If, after a review and processing of the application, the household is determined to be eligible, it will be notified in writing. This written notification of eligibility will be mailed to the applicant by first class mail, and copied to their file.

If the family is determined to be ineligible based on the information provided in the application, the PJ's subrecipient(s) will notify the family in writing and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation.

Time of Selection
When enrollment is open, eligible households will be selected from complete applications in date and time sequence, regardless of household size.

Completion of Full Application
All applicants will be required to:

- Complete a Criminal History Request Form.
- Complete a full application. If assistance is needed, such request will be accommodated.

Income Certification
Only households certified as very low income (income not exceeding 50% of the area median income) shall be approved for TBRA. Each subrecipient shall certify all household incomes by third party verification of income as defined in 24 CFR Part 5. Subrecipients shall also re-certify all participant households on an annual basis by third-party verification in order to continue TBRA, and such income re-certifications must be completed within 30 days prior to the anniversary date of the initial income certification for each assisted household.

Each subrecipient will maintain a computerized tracking system to ensure the timely recertification of each participant household. Using 24 CFR Part 5 third-party verification, each subrecipient shall maintain all income statements, proofs of income, and income calculations in the household's file. Income may be verified from pay stubs, letters from employers, child support decrees, bank statements, statements from the Social Security Administration and any retirement or pension systems, etc. All such income statements must be maintained in the household's file.

Waiting List
Each funding subrecipient will maintain a TBRA waiting list. When the need arises, respective subrecipients will conduct an open enrollment period for new applicants. Applicants will receive assistance on a first-come, first-approved (income-eligible), first-served basis, as long as funds are available. If any TBRA-assisted applicants are recruited from any local Section 8 waiting list (i.e., from the Seminole County Housing Authority or the Sanford Housing Authority), then the household's ranking on that waiting list will be maintained during the tenure and after discontinuation of TBRA assistance.

Program Preferences
Only very low income households will be assisted. Also, assistance will only be approved for:

- Participants in a self-sufficiency program (enrolled in accredited institutions of higher education or vocation training institutions, pursuing coursework intended to satisfy requirements for a degree or certificate and, at a minimum, the head or of household or spouse must qualify as a full time student, as defined by his/her school.);
- Elderly households (head of household or spouse age 62+);
- Households with persons (head of household or spouse) with disabilities.

Occupancy Standards
There must be at least one person per bedroom on the TBRA contract. Subsidy standards for determining housing size shall be applied in a manner consistent with Fair Housing guidelines. For subsidy standards, an adult is a person 18 years of age or older.

The unit size on the TBRA contract remains the same as long as the family composition remains the same, regardless of the actual unit size rented. Generally, each person will be assigned to a bedroom, with the following exceptions:

- Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under six years of age).
- Foster children will be included in determining unit size only if they will be in the unit for at least 12 months.
- Foster children will not be required to share a bedroom with family members.
- Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the live-in attendants' family.
- Space may be provided for a child who is away at school but lives with the family during school recesses.

- Adults of different generations will have separate bedrooms.
- Single person households may be allocated one bedroom.
- Children of the same sex shall occupy a bedroom.

Written Agreement & Lease Agreement
A written HOME agreement between each respective subrecipient, acting on behalf of the PJ, will be executed with each participating household before any funds are approved. Each written HOME agreement shall be approved by the PJ and shall contain requirements as required by 24 CFR 92.209 and 92.253, and shall not expire prior to the termination of TBRA. The agreement shall be maintained in the client's file.

The term of the lease agreement between the tenant household and the owner shall not be less than one year, unless both parties agree otherwise, and shall not exceed two years (but can be extended beyond two years, if necessary). Any lease agreement or any addendum thereto may not contain any provisions prohibited by 24 CFR 92.253(b). Any lease agreement containing any such prohibited provisions shall be disapproved.

Maximum & Minimum Household Payments
The Seminole County TBRA Program shall follow the Certificate model. Household contribution toward rent is 30% of adjusted gross income (including utility allowance), or $50.00 per month, whichever is greater. There is no minimum household income requirement. Households who report no income are required to submit a written affidavit of income every 30 days.

Utility Allowances
The TBRA Program uses the same Utility Allowance schedule as the local Section 8 Rental Assistance Program, as updated and amended.

Briefing Types & Required Attendance
Each subrecipient will conduct briefings for approved households. The briefings may be conducted with groups or individuals. Briefings will be conducted in English, but translation will be provided for persons who speak only Spanish, at no expense or charge.

TBRA assistance will not be provided to a household unless a representative has attended a briefing. Applicants who fail to attend two scheduled briefings may be denied admission based on failure to supply information needed for certification. Briefings for households with disabilities may be conducted at the applicant's home, upon request.

Case Management & Supportive Services
Each subrecipient shall provide, directly or indirectly, case management and sufficient supportive services to ensure family stability, better living conditions, and achievement toward self-sufficiency, where applicable.

Eligible Types of Housing
Any of the following types of housing are eligible:

- Single family homes
- Duplexes, triplexes and four-plexes
- Multi-family units
- Manufactured homes where the tenant leases the mobile home and pad

Units receiving Project-Based Section 8 assistance or any duplicative rental subsidies are not eligible for TBRA assistance. HOME-assisted units are eligible; however, no households will be required to select a HOME unit as a condition of receiving TBRA.

All units must also comply with minimum Section 8 Housing Quality Standards (HQS) for TBRA housing, as published by the U.S. Department of Housing & Urban Development (HUD), attached hereto.

Payment Standard

The TBRA Payment Standard is established at 100% of the Section 8 Fair Market Rent (FMR) for the Orlando Metropolitan Statistical Area (MSA), as revised from time to time. Contract rent will not exceed 100% of FMR, less the established utility allowance. Each subrecipient will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease in the private unsubsidized market. All rents and increases in rent must be approved by the respective subrecipient prior to assistance being approved by any subrecipient. The subrecipient shall not approve a rent until it determines that the rent is reasonable. Documentation of rent reasonableness (a written market analysis) must be maintained in each client file.

Information to Owners

In accordance with HUD requirements, each subrecipient will furnish prospective owners (landlords) with the household's current address and, if known and if applicable, the name and address of the landlord at the household's current and prior address. It is the responsibility of the landlord to determine the suitability of prospective tenants. Owners are encouraged to screen applicants for factors related to the household's suitability as tenants.

Guidelines for Unit Inspections

There are four types of inspections each subrecipient is expected to perform on behalf of the PJ:

- Initial/Move-in
- Annual
- Special/Complaint

The Initial Inspection will:

- Determine if the unit and property meet HQS.
- Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.
- Document the information to be used for determination of rent reasonableness.
- Verify which utilities will be paid by the landlord and by the tenant.

If the unit fails the initial HQS inspection, the owner will be advised to notify the subrecipient once repairs are completed.

HQS inspections will be conducted at least annually, within 30 days prior to the anniversary month of the contract. The landlord must correct all HQS deficiencies within 30 days. The household must allow inspections of the unit at reasonable times with reasonable notice. Inspections will be conducted on business days only.

Time Standards for Repairs:

- The owner must correct emergency items that may endanger the household's health or safety within 24 hours of notification.
- For non-emergency items, repairs must be made within 30 days.
- For major repairs, each subrecipient may approve an extension beyond 30 days, on a case-by-case basis.

If at any time the household or owner indicates that the unit does not meet HQS, an inspection must be scheduled. Each subrecipient may also conduct a special inspection based on information from third parties such as neighbors or public officials. Each subrecipient will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

Rent Adjustments

Owners may not request rent adjustments prior to the expiration of any lease. All rent adjustments must be approved by the respective subrecipient.

Annual Income Recertification

Households are required to be re-certified at least annually, using third party verification, from the date of initial certification. Each subrecipient will have all re-certifications for households completed before this anniversary date.

Reporting Changes in Income

Each household must report interim changes in household composition or income to their respective subrecipient agency within 10 days of the change. Any information, document or signature needed from the household needed to verify the change must be provided within 10 days of the notification date. If the household does not report the change in a timely manner, any increase in tenant rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis.

Portability

All households approved for TBRA must reside within the boundaries of Seminole County while receiving assistance, and any assisted households relocating outside of Seminole County will forfeit participation in the program.

Contract Termination

The term of the TBRA Contract between the subrecipient and the tenant is the same as the term of the lease agreement. The Contract between the owner and any subrecipient agency may be terminated by the respective subrecipient agency, or by the tenant terminating the lease agreement. The owner may also terminate the lease agreement for due cause.

If the household continues to occupy the unit after the TBRA contract is terminated, the household is responsible for the total amount of gross rent due to the owner. In addition, the owner will have no right to claim compensation from the TBRA Program or from Seminole County for any vacancy loss.

Grounds for Denial/Termination

The subrecipient may, at any time, at its option, deny TBRA assistance for an applicant or terminate program assistance for a participant for any of the following reasons:

- The household violates any obligation under the program as described in this Plan.
- The household currently owes rent or other debts to any agency in connection with any other federally-funded housing assistance.
- The household has not reimbursed any agency for amounts paid to an owner for rent, damages, or other amounts owed by the household under the lease.
- The household has engaged in or threatened abusive/violent behavior toward anyone. This includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. Actual physical abuse or violence will always be cause for termination.
- Any member of the household whose drug or alcohol abuse is criminal or interferes with the health, safety or peaceful enjoyment of other residents.

- Criminal activity by a household member, such as:
    - Drug-related criminal activity (as defined in law)
    - Any felony arrest or crimes of moral turpitude that is less than 3 years old.
    - Violent criminal activity.
    - Repeated criminal activity

If denial or termination is based upon behavior related to a disability, the PJ will delay the denial or termination in order to determine if there is an accommodation which would mitigate the behavior resulting from the disability.

Lead-Based Paint (LBP) Requirements & Responsibilities

The following units are exempt from the Plan as it relates to LBP requirements:

- Units built after December 31, 1977;
- Zero (0) bedroom and Single Room Occupancy (SRO) units;
- Housing built for the elderly or persons with disabilities, unless a child under age six resides or is expected to reside in such housing;
- Properties inspected in accordance with the regulations effective September 15, 2000, and are certified to have no LBP;
- Properties in which all LBP was identified and removed, and were cleared in accordance with the regulations effective September 15, 2000.

Non-Exempt or Covered Units:

For dwellings built before 1978 and to be occupied by assisted households with children under age six, LBP requirements apply to:

- The interior and exterior paint surfaces associated with the assisted unit; and
- The common areas servicing the unit, including those areas through which residents must pass to gain access, and other areas frequented by resident children under age six, such as play areas and child care facilities. Common areas also include garages, outbuildings, and fences on the assisted property.

Each subrecipient agency is responsible for the following activities:

- The visual assessment for deteriorated paint;
- Assuring that clearance examinations are conducted when required;
- Record keeping;
- Disclosing any known LBP hazards to all parties prior to execution of a lease agreement;
- Providing all prospective families with a copy of <u>Protect Your Family From Lead in Your Home</u>;
- When necessary, requiring the owner to perform abatement to correct deteriorated paint;
- Each time abatement is performed, notifying the resident about the conduct of lead hazard reduction activities and clearance;
- Conducting lead hazard reduction activities, when required; and
- Requiring the owner to perform ongoing maintenance. As part of ongoing maintenance, the owner must provide written notice to each assisted household asking the occupants to report any deteriorated paint. The notice must include the name, address, and phone number of the person responsible for accepting the occupant's complaint.

Conflict of Interest
Each subrecipient, owner, and tenant households will comply with the PJ's HOME Conflict of Interest Policy, attached hereto.

Marketing Plan
Program information will be provided to facilities and service centers such as, but not limited to, the University of Central Florida, Seminole Community College, the Rescue Outreach Mission of Sanford, Lisa Merlin House, Safehouse of Seminole, the Center for Affordable Housing, GoldenRule Housing and Community Development Corporation, the Goodwill Self-Sufficiency Job Center, and other agencies serving elderly persons and persons with disabilities for Seminole County residents. Dissemination will also be provided by staff presentations where appropriate.

Supplementary Assistance to Households
Each subrecipient shall provide assistance to applicants in the form of housing counseling (budgeting, home maintenance, etc.), assistance in locating and referring housing units, etc.

EQUAL HOUSING
OPPORTUNITY

Exhibit A-2

HOUSING QUALITY STANDARDS
Seminole County HOME Program
Tenant-Based Rental Assistance (TBRA) Program

All assisted housing must meet the Section 8 Housing Quality Standards (HQS) performance requirements and acceptability criteria both at commencement of assisted occupancy, and throughout the assisted tenancy. Seminole County may approve acceptability criteria variations for the following purposes:

- Variations which apply standards in local housing codes or other codes adopted by the County; or
- Variations because of local climatic or geographic conditions.

The County will not approve any acceptability criteria variation if it believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice within Seminole County.

Sanitary facilities:
The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

The bathroom must be located in a separate private room and have a flush toilet in proper operating condition. The dwelling unit must have a fixed basin in proper operating condition, with a sink with hot and cold running water. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water. The facilities must utilize an approved public or private disposal system (including a locally approvable septic system).

Food preparation and refuse disposal:
The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner. There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage of waste where necessary (e.g., garbage cans).

The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the family. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

The dwelling unit must have a kitchen sink in proper operating condition, with a sink with hot and cold running water. The sink must drain into an approved public or private system.

The dwelling unit must have space for the storage, preparation, and serving of food. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary waste storage facilities where necessary (e.g., garbage cans).

Space and security:
The dwelling unit must provide adequate space and security for the family. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

Dwelling unit windows that are accessible from the outside, such as first floor and fire escape windows, must be lockable. Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

Thermal environment:
The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body. There must be a safe system for heating and cooling the dwelling unit. The system must be in proper operating condition. The system must be able to provide adequate heat and cooling, either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

Illumination and electricity:
Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have code-compliant and sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must be code-compliant and must ensure safety from fire.

There must be at least one window in the living room and in each sleeping room. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

Structure and materials:
The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

The roof must be structurally sound and weathertight. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable. Elevators must be working and safe.

Interior air quality:
The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

There must be adequate air circulation in the dwelling unit. Bathroom areas must have at least one operable window or other adequate exhaust ventilation. Any room used for sleeping must have at least one window. If the window is designed to be operable, the window must work.

Water supply:
The water supply must be free from contamination. The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

Lead-based paint:
The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.

Access:
The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

Site and Neighborhood:
The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

Sanitary condition:
The dwelling unit and its equipment must be in sanitary condition. The dwelling unit and its equipment must be free of vermin and rodent infestation.

Smoke detectors:
Each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

EQUAL HOUSING
OPPORTUNITY

Exhibit A-3

CONFLICT OF INTEREST POLICY

HOME Program

Seminole County, FL

Applicability:

In the procurement of property and services by Seminole County and its HOME Program subrecipients (whether private, for-profit, nonprofit, or Community Housing Development Organization [CHDO]), the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all situations not governed by those provisions, the provisions of this Policy apply.

Where more strict or complimentary provisions are imposed by Part III, Chapter 112, Florida Statutes (Code of Ethics for Public Officers and Employees), which are not inconsistent with the above cited regulations, such state statutes shall also be deemed controlling on all persons covered by this Policy. Covered Persons (as defined below) as well as Owners, Sponsors, Developers and Subrecipients shall be further bound by the provision of Chapter 220, Seminole County Code (the "Purchasing Code") including particularly section 220.115 thereof, prohibiting the giving or acceptance of gifts or gratuities of any kind beyond a nominal $25.00 value, kickbacks or using any moneys received from or through the County for lobbying the State Legislature or any branch of State government.

Covered Persons:

The conflict of interest provisions of this Policy apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of Seminole County or any of its subrecipients (as defined in the previous paragraph) that receive HOME Program funds.

Conflicts Prohibited:

No person or persons described in the previous paragraph who exercise or have exercised any functions, duties, or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain any financial interest or benefit from a HOME-assisted activity or project, or have any interest in any agreement, contract, or subcontract involving Seminole County's HOME Program or HOME funding, or any proceeds thereunder, either for themselves or those with whom they have family (including domestic partners) or business ties, during their tenure or for one year thereafter.

Covered Persons shall avoid apparent as well as actual conflicts of interest. If any Covered Person believes that he or she is faced with an actual or potential conflict, that person shall immediately report it to the Community Assistance Manager and provide a reasonably detailed memorandum of the facts and circumstances that the Covered Person believes may be an ethical conflict. In any circumstances where the Community Assistance Manager is in doubt as to any potential conflict, he or she will seek an opinion from the County Attorney's Office and if subsequently determined to be necessary, from the Florida Commission on Ethics. Such request for opinion shall be submitted through the Community Services Director. The Covered Person shall have no further involvement with functions, responsibilities and decision making processes relative to the HOME program transaction(s) that gave rise to the question unless and until the requested legal opinion finds that no such conflict exists.

Exceptions:

Upon the written request of any of the persons described above, Seminole County will contact the U.S. Department of Housing & Urban Development (HUD) to seek an exception to the above paragraph. Such exceptions will be considered on a case-by-case basis when Seminole County, based upon HUD's approval, determines that the exception will serve to further the purposes of Seminole County's

HOME Program and the effective and efficient administration and/or implementation of any particular HOME-assisted activity or project.

Before any request for an exception is submitted to HUD, the County must obtain an opinion from the Seminole County Attorney's Office that the interest for which the exception is requested would not violate State or local law. An exception will be requested from HUD only if the requestor has provided a full disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict, and a full description of how the public disclosure was made.

In seeking an exception from HUD, and before consulting its County Attorney's Office as described above, Seminole County will consider the cumulative effect of the following factors, as applicable:

- Whether the proposed exception would provide a significant cost benefit or a substantial or essential degree of expertise to the HOME Program, the activity, or the project which would otherwise not be available;
- Whether the person or persons affected is a member of a group or class of low income persons intended to be the beneficiaries of the HOME-assisted activity, and the exception will permit such person or persons to receive generally the same interests or benefits as is made available or provided to the group or class generally;
- Whether the affected person or persons have withdrawn from functions or responsibilities, or from the decision-making process with respect to the specific HOME-assisted activity or project, and any relevant agreements, contracts, or subcontracts, in question;
- Whether the interest or benefit was present before the affected person or persons were in a position as described above;
- Whether undue hardship will result either to Seminole County or the person or persons affected when weighed against the public interest served by avoiding the prohibited conflict; and
- Any other relevant considerations.

Owners, Sponsors, & Developers:

No owner, sponsor, or developer of a HOME-assisted project or activity (or any officer, employee, agent, or consultant of same), whether private, for-profit, or nonprofit (including any CHDOs, when acting in such capacity) may occupy any HOME-assisted housing unit. This provision does not apply to a person who receives HOME funds to acquire or rehabilitate his or her principal residence. No employee or agent of the owner, sponsor, or developer of a rental housing project may occupy a HOME-assisted housing unit as the project manager or maintenance worker unless s/he is income-qualified under the HOME Program income requirement.

Upon the written request of a HOME-assisted owner, sponsor, or developer, Seminole County may, based upon HUD's approval, grant an exception to the provisions herein on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Program and the effective and efficient administration and/or implementation of the owner's, sponsor's, or developer's HOME-assisted project. In determining whether to grant a proposed exception, Seminole County will consider the following factors while making a request to HUD:

- Whether the person or persons receiving the benefit is a member of a group or class or low income persons intended to be the beneficiaries of the assisted housing, and the proposed exception will permit such person or persons to receive generally the same interests or benefits as are being made available or provided to the group or class in general;

- Whether the person or persons have withdrawn from his or her functions or responsibilities, or from the decision-making process with respect to the specific assisted housing in question;
- Whether the tenant protection requirements of 24 CFR 92.253 are being observed;
- Whether the County's Affirmative Marketing Procedures and Requirements are being observed and followed, if applicable; and
- Any other factor relevant to Seminole County's and HUD's determination, including the timing of the proposed exception.
- Owners, Sponsors and Developers shall be further bound by the provisions of Chapter 220, Seminole County Code (the "Purchasing Code") including particularly section 220.115 thereof, prohibiting the giving or acceptance of gifts or gratuities of any kind beyond a nominal $25.00 value, kickbacks or using any moneys received from or through the County for lobbying the State Legislature or any branch of State government.

EXHIBIT B

BUDGET AND FINANCIAL INFORMATION

SCHA Tenant-Based Rental and Security Deposit Assistance

Funds for the activity governed by the Agreement will come from the following sources:

Activity	Funding Source	Amount
HOME Program TBRA funds	2003-04 HOME 11902-110261-580820	$700,000
Administrative Expenses	2002-03 HOME 110260-530340	$56,000
Administrative Expenses	CDBG 110901-11901-530340	$30,000
Total		**$786,000**

HOME Program funds must be encumbered as evidenced by a Project Set-up Report and submitted to the COUNTY before the COUNTY will make any payment. All HOME funds must assist eligible very low income tenant households. Rental and security deposit payments shall be made directly to owners (landlords) by SCHA on behalf of selected eligible tenant households.

Administrative expenses made to SCHA for operating this activity shall be based upon fee-for-service, not to exceed $86,000 during the term of the Agreement, provided in the amount of $50.00 per month for every eligible household residing in eligible dwelling units. SCHA understands that, since some TBRA fund may remain after all administrative expenses are exhausted, SCHA will assist any additional eligible households with no additional administrative funding until all TBRA funds are exhausted.

EXHIBIT "C"

END OF PROJECT REPORT

HUD/HOME PROGRAM YEAR 2003—2004

REPORTING DATE _____

NAME OF ORGANIZATION: Seminole County Housing Authority

Type of service provided: _____
Total number of people served: _____
Total number of groups/sessions performed: _____

TOTAL NUMBER OF HOUSEHOLDS/PERSONS DIRECTLY ASSISTED IN COLUMN "A"								
No. of Household/ Persons Assisted	Low and Moderate Income	Very Low Income	White not Hispanic Origin	Black not Hispanic Origin	American Indian / Alaskan Native	Hispanic	Asian / Pacific Islander	Female Headed Household
A	B	C	D	E	F	G	H	I

Any other special accomplishments:

_____

_____

Signed: _____

EXHIBIT "D"
TENANT BASED RENTAL ASSISTANCE
PAYMENT REQUEST FORM

Completed form must be submitted monthly
with a letter of transmittal on letterhead of SCHA
signed by its President or its Executive Director

Tenant Based Rental Assistance Set-up Report
HOME Program

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171
(Exp. 03/31/2005)

Note: Complete for all Tenant Based Rental Assistance Activities.

Mark Appropriate Box:
☒ Original Submission ☐ Revision

Part A:

1. Name Participant		5. HOME Funds for Activity a. Total Funds Requested	$
2. Activity Number	3. Participant Tax ID Number	b. Participant Number	c. Dollar Amount of Funds $
4. Name & Phone Number of person completing form			$
			$

Part B: Activity Information.

1. Term of Contract	2. County Code	3. Number of Tenants Assisted

Part C: Household Characteristics. Enter one code only in each block.

No.	Tenant's Last Name or First 5 Letters of Last Name	No. of BRs	Tenant Payment (a)	Subsidy Amount (b)	Total Rent (a + b)	% of Area Median Income	Hisp	Race of Head of Household	Size of House hold	Head of House hold	Type of Contract 0=Owner T=Tenant	Is HOME Assisted Tenant in HOME Assisted Project
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												

No. of Bedrooms Code
1 – 1 Bedroom
2 – 2 Bedrooms
3 – 3 Bedrooms
4 – 4 Bedrooms
5 – 5 or more Bedrooms

Hispanic
y – yes
n – no

Race of Head of Household Code
11 – White
12 – Black or African American
13 – Asian
14 – American Indian or Alaska Native
15 – Native Hawaiian or Other Pacific Islander
16 – American Indian or Alaska Native & White
17 – Asian & White
18 – Black or African American & White
19 – American Indian or Alaska Native & Black or African American
20 – Other Multi Racial

Size of Household Code
1 – 1 Person
2 – 2 Persons
3 – 3 Persons
4 – 4 Persons
5 – 5 Persons
6 – 6 Persons
7 – 7 Persons
8 – 8 or more Persons

Head of Household Code
1 – Single/Non Elderly
2 – Elderly
3 – Related/Single Parent
4 – Related/Two Parent
5 – Other

% of Area Median Code
1 – 0 – 30%
2 – 30 – 50%
3 – 50 – 60%
4 – 60 – 80%

form HUD-40095 (02/2003)

Part C: (con't.) Household Characteristics. Enter one code only in each block.

No.	Tenant's Last Name or First 5 Letters of Last Name	No. of BRs	Tenant Payment (a)	Subsidy Amount (b)	Total Rent (a + b)	% of Area Median Income	Hisp	Race of Head of Household	Size of House hold	Head of House hold	Type of Contract 0=Owner T=Tenant	Is HOME Assisted Tenant in HOME Assisted Project
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
30												
31												
32												
33												
34												
35												
36												
37												
38												
39												
40												
41												

No. of Bedrooms Code
1 – 1 Bedroom
2 – 2 Bedrooms
3 – 3 Bedrooms
4 – 4 Bedrooms
5 – 5 or more Bedrooms

% of Area Median Code
1 – 0 – 30%
2 – 30 – 50%
3 – 50 – 60%

Hispanic
y – yes
n – no

Race of Head of Household Code
11 – White
12 – Black or African American
13 – Asian
14 – American Indian or Alaska Native
15 – Native Hawaiian or Other Pacific Islander
16 – American Indian or Alaska Native & White
17 – Asian & White
18 – Black or African American & White
19 – American Indian or Alaska Native & Black or African American

Size of Household Code
1 – 1 Person
2 – 2 Persons
3 – 3 Persons
4 – 4 Persons
5 – 5 Persons
6 – 6 Persons
7 – 7 Persons
8 – 8 or more Persons

Head of Household Code
1 – Single/Non Elderly
2 – Elderly
3 – Related/Single Parent
4 – Related/Two Parent
5 – Other

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owner or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and disbursement deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain activity-specific elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and disbursements of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentially when public disclosure is not required.

Sensitive Information: Some of the information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information if maintained. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

Instructions for Completing the Tenant-Based Rental Assistance Set-Up Report

HOME Program

Read the instructions for each item carefully before completing the form. Use a typewriter or print carefully with a ballpoint pen. Prepare an original and one copy. Retain the copy.

Applicability. This report is to be completed for each rental activity assisted with HOME funds. A single set-up report form may include up to 99 tenants so long as the term of the contract is the same for all of the tenants in the report form. For centralized State projects, the tenants must be in the same country.

Timing. Data is to be entered into IDIS before funds may be drawn down for an activity. An amended set-up report form should be submitted to increase or decrease HOME funding for the activity.

Part A: Activity Information

1. **Name of Participant.** Enter the name of the jurisdiction.
2. **Project Number.** Enter the activity number assigned by IDIS.
3. **Participant's Tax ID Number.** Enter the Tax (Employer) Identification Number for the participant.
4. **Name & Phone Number of Person Completing Form.** Enter the name and phone number, including area code, of the person to contact for further information regarding this project.
5. **HOME Funds for Activity.**
   a. Enter the total amount of HOME funds requested for the activity.
   b. Enter the participant number (from item 2 of the HOME Investment Partnership Agreement for Project Areas) for each fiscal year source of HOME project funds committed for the activity.
   c. Enter the amount of HOME funds from each fiscal year by participant number.

Part B: Activity Information

Items 1 and 2 must be the same for all tenants included in a single activity set-up.

1. **Term of Contract.** Enter the term in months of tenant-based rental assistance activity.
2. **County Code.** To be completed only by States that are being administered in a centralized State HOME Program. Enter the 3-digit county code for the county in which the project is located.
3. **Number of Tenants Assisted.** Enter the total number of tenants to be assisted by this activity.

Part C. Household Characteristics.

Complete one line for each tenant receiving HOME tenant-based rental assistance from HOME funds.

Tenant's Last Name or First 5 Letters of Last Name. Enter the tenant's last name if the name is 5 letters or less. Enter the first five letters of the last name if the name is more than five letters.

Number of Bedrooms. Enter "0" for a single room occupancy (SRO) unit or for an efficiency unit, 1 for 1 bedroom, 2 for 2 bedrooms, 3 for 3 bedrooms, 4 for 4 bedrooms, and 5 for 5 or more bedrooms.

Monthly Rent (Including Utilities).

Tenant Payment. Enter the actual rent to the nearest dollar, including utilities, paid by the tenant at the time of activity completion. If the rent includes utilities, or if the rent includes partial utilities, *e.g.*, heat, but not electricity, these utility costs must be added to the rent. Compute utility costs for the area (and in the case of partial utilities, compute costs for utilities excluded from the rent), by using the utility allowance schedule by the local Public Housing Authority (PHA) in accordance with form HUD-52667, Allowance for Tenant Furnished Utilities and Other Services.

HOME Subsidy Amount. Enter the amount from HOME funds that will be paid to the tenant or owner as a rent subsidy payment (including any utility allowances) to the nearest dollar.

Total Rent. Enter the total monthly rent (tenant payment plus HOME subsidy amount). Note: This amount may exceed the rent paid to the owner if it includes tenant-paid utilities.

Income Data.

Percent of Area Median. For each occupied residential unit, enter one code only based on the following definitions:

1. **0–30** Percent of Area Median means a household whose adjusted income is at or below 30 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
2. **30–50** Percent of Area Median means a household whose adjusted income exceeds 30 percent and does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
3. **50–60** Percent of Area Median means a household whose adjusted income exceeds 50 percent and does not exceed 60 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

4. 60–80 Percent of Area Median ans a household whose adjusted income exceeds 60 percent and does not exceed 80 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

Household Data.

Hispanic Y/N: For each occupied residential unit, enter the ethnicity for the head of household as either "Y" for Hispanic or Latino or "N" for Not Hispanic or Latino. Hispanic or Latino race is defined as a person of Cuban, Mexican, Puerto Rican, South or Central American, other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Race – Head of Household: For each occupied residential unit, enter one code only based on the following definitions:

11. **White.** A person having origins in any of the original peoples of Europe, North Africa or the Middle East.
12. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."
13. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
14. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains affiliation or community attachment.
15. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original people of Hawaii, Guam, Samoa or other Pacific Islands.
16. **American Indian or Alaska Native & White.** A person having these multiple race heritages as defined above.
17. **Asian & White.** A person having these multiple race heritages as defined above.
18. **Black or African American & White.** A person having these multiple race heritages as defined above.
19. **American Indian or Alaska Native & Black or African American.** A person having these multiple race heritages as defined above.
20. **Other Multi Racial.** For reporting individual responses that are not included in any of the other categories listed above.

Size of Household. Enter the appropriate number of persons in the household: 1, 2, 3, 4, 5, 6, 7, or 8 or more persons (for households or more than 8, enter 8).

Head of Household. For each residential unit, enter one code only based on the following definitions:

1. **Single/Non-Elderly.** One-person household in which the person is not elderly.
2. **Elderly.** One or two person household with a person at least 62 years of age.
3. **Related/Single Parent.** A single parent household with a dependent child or children (18 years old or younger).
4. **Related/Two Parent.** A two-parent household with a dependent child or children (18 years old or younger).
5. **Other.** Any household not included in the above 4 definitions, including two or more unrelated individuals.

Rental Assistance: Enter one code only to indicate the type of assistance, if any, being provided to the tenant.

1. **Section 8.** ants receiving Section 8 assistance through the Section 8 Certificate Program under 24 CFR part 882 or the Section 8 Housing Voucher Program under 24 CFR part 887.
2. **HOME Tenant Based Rental Assistance.** Tenants receiving HOME tenant-based assistance.
3. **Other Assistance.** Tenants receiving rental assistance through other Federal, State or local rental assistance programs.
4. **No Assistance.** Self-explanatory.

RESOLUTION NO. 2008-R-_____ **SEMINOLE COUNTY, FLORIDA**

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON THE _____ DAY OF _____, 2008.

WHEREAS, the County and the Seminole County Housing Authority (the "Authority") heretofore entered into that certain Restated Seminole County/Seminole County Housing Authority Tenant Based Rental Assistance Subrecipient Agreement Program Year 2003-2004 dated September 14, 2006 (the "Agreement"); and

WHEREAS, the purpose of the Agreement was provision to the Authority of SEVEN HUNDRED EIGHTY-SIX THOUSAND AND NO/100 Dollars ($786,000.00) of the County's Program Year 2003-2004 HOME Program funding allocation from the United States Department of Housing and Urban Development for the Authority's Tenant Based Rental Assistance Program; and

WHEREAS, on November 26, 2007, the Authority gave written notice to the County's Community Services Department of its inability to fully expend remaining funds in the amount of TWO HUNDRED THOUSAND NINE HUNDRED FORTY-ONE AND 29/100 DOLLARS ($200,941.29) by October 31, 2008, the last date permissible for expenditure of Program Year 2003-2004 funds as well as expressing the Authority's desire to amicably terminate the Agreement as a result thereof; and

WHEREAS, the Board of County Commissioners now desires to terminate the Agreement effective March 31, 2008 pursuant to Section 7 thereof, so as to allow timely re-allocation of the subject HOME funds for other eligible projects in the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, THAT:

SECTION 1. The above Recitals are hereby incorporated into this Resolution by reference.

SECTION 2. The Board accepts and agrees to the Authority's request to terminate the Agreement. Such termination shall be effective March 31, 2008. The Community Services Director is hereby authorized to provide written notification of same to the Authority.

SECTION 3. The Community Services Department, through its Community Assistance Division, is further authorized to re-allocate the TWO HUNDRED THOUSAND NINE HUNDRED FORTY-ONE AND 29/100 DOLLARS ($200,941.29) of HOME Program funds towards other eligible projects within the time permitted for expenditure of Program Year 2003-2004 funding.

ADOPTED this _____ day of _____, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

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

_____

BRENDA CAREY, Chairman

P:\Users\aschneider\Resolutions\TBRA Termination of SCHA Agrmt. 2-20-08.doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Satisfactions of Second Mortgage

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: David Medley **CONTACT:** Josie Delgado **EXT:** 2381

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program.

County-wide Shirley Boyce

BACKGROUND:

The following clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to rehabilitate their home in Seminole County. These clients have met and satisfied all County SHIP Policies and Affordability Periods or Federal HUD Regulations and are now requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens.The following clients have satisfied the current affordability period residency requirements, thus qualifying for the loan to be forgiven:

Name	Parcel I.D. Number
Frank L Austin and Shirley I. Austin	36-19-30-511-0J00-0080
Vickie Beasley Blake	07-21-30-503-0000-0110
Theresa Blake	07-21-30-503-0000-0250
Carmen Buchell	03-21-29-504-0B00-0110
Dorothy Butler	35-19-30-517-0500-0010
Betty J. Clark	12-21-29-5BD-0200-0230
Rosa Lee Crocker	20-19-30-501-0000-0650
Raymond Cuyler	18-21-30-502-0D00-0090
Wanda J. Davis	32-19-31-502-0000-0100
Rubye G. Denson	07-21-30-505-0B00-0170
Constance Dixon	32-19-31-502-0000-0490
Robin Dumas	11-21-31-503-0000-0180
Carol Easterday	33-19-30-501-0000-0320
Edith R. Edwards	21-20-32-504-0100-0010
Margaret Edwards	35-19-30-517-1200-0100
Mattie Edwards a/k/a Mattie M. Montgomery	18-21-30-502-0A00-0130
Inez Epps	07-21-30-300-0230-0000
Celia Floyd Horne a/k/a/ Celia A. Floyd	07-21-30-503-0000-0620
Mildred V. Godfrey	26-19-30-505-0300-0100

Jimmie Mae Greenlee	35-19-30-513-2000-0180
Leon Hardy	20-19-30-501-0000-2520
Thomas Harmon	12-21-29-5BD-1300-0070
Charles E. Harp	32-20-30-501-0000-0350
Leonard Hill, Sr.	11-21-31-300-0230-0000
Catherine Hillery and Nathaniel Hillery	32-19-31-300-027A-0000
Henry Jelks, Jr.	35-19-30-513-0200-0060
Valerie L. Jones	26-19-30-507-0000-0130
William Klein and Anne Klein	31-19-31-524-1000-0190
Jasper Lingard and Elnora Lingard	32-19-31-506-0D00-0090
Ferleece Major	07-21-30-516-0000-0210
Anthony Mallo and Peggy Mallo	08-21-30-519-0000-0080
Mark Neal and Jeanette Neal	12-21-29-5BD-1100-0430
Mary Stephens Harkness	34-19-30-502-0400-0020
Alice Wade Murphy a/k/a/ Alice M. Wade	35-19-30-515-0000-0310
Delores C. Wingfield Browdy	11-21-31-511-0000-0110

Total Forgiven $ 274,283.09

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program.

ATTACHMENTS:

1. Satisfactions of Second Mortgage

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated September 27, 2001 and recorded in Official Records Book 04180, Page 1637, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated September 21, 2001 (hereinafter the "Agreements"), which encumbered the property located at 1910 S. Sanford Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 8 AND THE NORTH 1/2 OF VACATED ALLEY ON SOUTH, BLOCK J, N.H. GARNER'S ADDITION TO MARKHAM PARK HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 81 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 36-19-30-511-0J00-0080

(the "Property,") was made by **Frank L. Austin and Shirley I. Austin,** the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owners maintained the Property as their residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners, and their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/9/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Frank & Shirley Austin satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated December 19, 2001 and recorded in Official Records Book 04242, Page 1618, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated December 19, 2001 (hereinafter the "Agreements"), which encumbered the property located at 319 Teakwood Lane, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 11 GRANADA SOUTH ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 100 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

ERRONEOUSLY DESCRIBED IN THE AGREEMENTS AS:

LOT 14 GRANADA SOUTH ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 100 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 07-21-30-503-0000-0110

(the "Property,") was made by **Vickie Beasley Blake,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus

qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/9/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Vickie Beasley Blake satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated February 19, 2002 and recorded in Official Records Book 04330, Page 0927, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated February 19, 2002 (hereinafter the "Agreements"), which encumbered the property located at 308 Teakwood Lane, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 25, GRANADA SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 100 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 07-21-30-503-0000-0250

(the "Property,") was made by **Theresa Blake,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/9/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Theresa Blake satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated November 7, 2001 and recorded in Official Records Book 04215, Page 1785, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated November 7, 2001 (hereinafter the "Agreements"), which encumbered the property located at 220 Lake Gene Drive, Longwood, Florida 32750, the legal description and parcel identification for which are as follows:

LOT 11, BLOCK B, GOLF VIEW ESTATES SECTION OF MEREDITH MANOR UNIT 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 20 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 03-21-29-504-0B00-0110

(the "Property,") was made by **Carmen Buchell,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/9/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Carmen Buchell satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated November 13, 2001 and recorded in Official Records Book 04218, Page 1898, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated November 13, 2001 (hereinafter the "Agreements"), which encumbered the property located at 2751 W. 18th Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 1, BLOCK 5 LOCKHARTS SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 35-19-30-517-0500-0010

(the "Property,") was made by **Dorothy Butler,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/18/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Dorothy Butler satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated April 30, 2002 and recorded in Official Records Book 04400, Pages 0076 through and including 0078, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of Nine Thousand One Hundred Six and 20/100 Dollars ($9,106.20) (the "Note"), dated April 30, 2002 and recorded in the Official Records Book 04400, Pages 0074 through and including 0075, Public Records of Seminole County, Florida, which encumbered the property located at 823 1st Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOTS 23 AND 24, BLOCK 2, SANLANDO, THE SUBURB BEAUTIFUL, ALTAMONTE SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 67 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 12-21-29-5BD-0200-0230

(the "Property,") were made by **Betty J. Clark,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under

current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/lpk
1/9/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Betty Clark satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated August 31, 2001 and recorded in Official Records Book 04160, Page 0529, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated August 31, 2001 (hereinafter the "Agreements"), which encumbered the property located at 1200 Motion Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOTS 65 AND 66 AND THE EAST 1/2 OF THE VACATED STREET ADJACENT TO THE WEST OF SAID LOTS, BOOKERTOWN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 97 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

ALSO DESCRIBED IN THE AGREEMENTS AS:

LOTS 65 AND 66, BOOKERTOWN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGES 97 AND 98 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 20-19-30-501-0000-0650

(the "Property,") was made by **Rosa Lee Crocker,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus

qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/9/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Rosa Lee Crocker satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated January 31, 2002 and recorded in Official Records Book 04313, Page 1056, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated January 31, 2002, (hereinafter the "Agreements"), which encumbered the property located at 1263 Dunbar Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 9, BLOCK D, MERRITT PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 22 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 18-21-30-502-0D00-0090

(the "Property,") was made by **Raymond Cuyler,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as his residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/9/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Raymond Cyler.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated November 21, 2001 and recorded in Official Records Book 04225, Page 1629, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated November 21, 2001 (hereinafter the "Agreements"), which encumbered the property located at 1801 Rosenberry Lane, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOTS 10, 11 AND 12 ROSELAND PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 51 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

ERRONEOUSLY DESCRIBED IN THE AGREEMENTS AS:

LOTS 10, 11 AND 12 ROSELAND PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 1 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 32-19-31-502-0000-0100

(the "Property,") was made by **Wanda J. Davis,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus

qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/9/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Wanda Davis satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated April 11, 2001 and recorded in Official Records Book 4049, Page 0281, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated April 25, 2001 (hereinafter the "Agreements"), which encumbered the property located at 116 Desoto Avenue, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 17, BLOCK B, HARMONY HOMES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 35 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 07-21-30-505-0B00-0170

(the "Property,") was made by **Rubye G. Denson,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/23/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Rubye Denson satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated January 11, 2002 and recorded in Official Records Book 04285, Page 1054, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated January 11, 2002 (hereinafter the "Agreements"), which encumbered the property located at 1831 Burrows Lane, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOTS 49 AND 50, ROSELAND PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 51 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 32-19-31-502-0000-0490

(the "Property,") was made by **Constance Dixon,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/9/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Constance Dixon satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated September 28, 2001 and recorded in Official Records Book 04182, Page 0113, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated September 28, 2001 (hereinafter the "Agreements"), which encumbered the property located at 1150 Jackson Street, Oviedo, Florida 32765, the legal description and parcel identification for which are as follows:

LOT 18, LESS THE SOUTH 5 FEET THEREOF, WASHINGTON HEIGHTS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 37 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 11-21-31-503-0000-0180

(the "Property,") was made by **Robin Dumas,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/11/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Robin Dumas satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated April 30, 2001 and recorded in Official Records Book 4063, Page 1972, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated April 30, 2001 (hereinafter the "Agreements"), which encumbered the property located at 121 Bunker Lane, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 32, TEE'N GREEN ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 43, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 33-19-30-501-0000-0320

(the "Property,") was made by **Carol Easterday,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/23/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Carol Easterday satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated June 19, 2001 and recorded in Official Records Book 4105, Page 1802, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated June 19, 2001 (hereinafter the "Agreements"), which encumbered the property located at 450 First Street, Geneva, Florida 32732, the legal description and parcel identification for which are as follows:

LOTS 1 AND 2, BLOCK 1, GENEVA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 12, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

and also described in the Agreements as:

LOTS 1 AND 2, TOWNSITE OF GENEVA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 12, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 21-20-32-504-0100-0010

(the "Property,") was made by **Edith R. Edwards,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus

qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/23/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Edith Edwards satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated August 16, 2001 and recorded in Official Records Book 04148, Page 1997, Public Records of Seminole County, Florida, a Memorandum of Agreement dated August 28, 2001 and recorded in Official Records Book 04156, Page 1486, Public Records of Seminole County, Florida and a Seminole County Emergency Repair Housing Program Grant Agreement dated August 28, 2001 (hereinafter the "Agreements"), which encumbered the property located at 2004 Southwest Road, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOTS 10 AND 11 AND THE NORTHERLY 38 FEET OF LOT 12 AND THE EASTERLY 7.5 OF THE VACATED ALLEY ADJACENT ON THE WEST, BLOCK 12, LOCHARTS SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

and also described in the Agreements as:

LOT 11, BLOCK 12, LOCKHART'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF OF RECORD IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, IN PLAT BOOK 3, PAGE 70

Parcel Identification Number: 35-19-30-517-1200-0100

(the "Property,") was made by **Margaret Edwards,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/11/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Margaret Edwards satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated May 30, 2001 and recorded in Official Records Book 4088, Page 0798, Public Records of Seminole County, Florida and a Seminole County Emergency Repair Housing Program Grant Agreement dated May 30, 2001 (hereinafter the "Agreements"), which encumbered the property located at 426 Central Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 13, BLOCK A, MERRITT PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 22 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 18-21-30-502-0A00-0130

(the "Property,") was made by **Mattie Edwards a/k/a Mattie M. Montgomery,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/11/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Mattie Edwards satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated May 30, 2001 and recorded in Official Records Book 4088, Page 0800, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated May 30, 2001 (hereinafter the "Agreements"), which encumbered the property located at 710 Marker Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

SECTION 7, TOWNSHIP 21 SOUTH, RANGE 30 EAST, BEGINNING 165 FEET NORTH AND NORTH 70 DEGREES EAST 71.3 FEET OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 RUN NORTH 57.14 FEET WEST 67 FEET NORTH 84 FEET EAST 335 FEET TO BRICK ROAD SOUTHWEST ON ROAD 79 FEET SOUTH 70 DEGREES WEST 291.5 FEET TO BEGINNING (LESS ROAD AND THE EAST 143 FEET) SAID LAND LYING SITUATE IN SEMINOLE COUNTY, FLORIDA

described in the Agreements as:

SECTION 7, TOWNSHIP 21 SOUTH, RANGE 30 EAST, BEGINNING 165 FEET NORTH OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 RUN NORTH 70 FEET DEG EAST 71.3 FEET NORTH 57.14 FEET WEST 67 FEET NORTH 84 FEET EAST

Parcel Identification Number: 07-21-30-300-0230-0000

(the "Property,") was made by **Inez Epps,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/lpk
1/23/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Inez Epps satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated June 20, 2001 and recorded in Official Records Book 4105, Page 1804, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated June 20, 2001 (hereinafter the "Agreements"), which encumbered the property located at 502 Peachtree Lane, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 62, GRANADA SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 100, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 07-21-30-503-0000-0620

(the "Property,") was made by **Celia Floyd Horne a/k/a Celia A. Floyd,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/23/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Celia Floyd Horne satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated August 1, 2002 and recorded in Official Records Book 04482, Pages 1199 through and including 1201, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of Three Thousand Eight Hundred Ninety-one and 65/100 Dollars ($3,891.65) (the "Note"), dated August 1, 2002 and recorded in the Official Records Book 04482, Pages 1202 through and including 1203, Public Records of Seminole County, Florida, which encumbered the property located at 1600 W. 12th Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 10, BLOCK 3, MEISCH'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 84 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 26-19-30-505-0300-0100

(the "Property,") were made by **Mildred V. Godfrey,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/lpk
1/11/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Mildred Godfrey satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated May 21, 2002 and recorded in Official Records Book 04418, Pages 0644 through and including 0646, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of Two Thousand Four Hundred Seven and 75/100 Dollars ($2,407.75) (the "Note"), dated May 21, 2002 and recorded in the Official Records Book 04418, Pages 0647 through and including 0648, Public Records of Seminole County, Florida, which encumbered the property located at 1604 Peach Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 18, BLOCK 20, PINE LEVEL ADDITION TO SANFORD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 37 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 35-19-30-513-2000-0180

(the "Property,") were made by **Jimmie Mae Greenlee,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under

current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/lpk
1/11/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Jimmie Mae Greenlee satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated March 16, 2001 and recorded in Official Records Book 4029, Page 1071, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated March 16, 2001, (hereinafter the "Agreements"), which encumbered the property located at 910 Dunbar Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOTS 252, 253 AND 254, BOOKERTOWN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 98 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 20-19-30-501-0000-2520

(the "Property,") was made by **Leon Hardy,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as his residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/23/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Leon Hardy satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated June 29, 2001 and recorded in Official Records Book 4118, Page 1077, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated June 29, 2001, (hereinafter the "Agreements"), which encumbered the property located at 108 Spring Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 7, BLOCK 13, SANLANDO THE SUBURB BEAUTIFUL, SANFORD SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 66, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 12-21-29-5BD-1300-0070

(the "Property,") was made by **Thomas Harmon,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as his residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/23/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Thomas Harmon satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated February 13, 2001 and recorded in Official Records Book 4007, Page 1105, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated February 13, 2001, (hereinafter the "Agreements"), which encumbered the property located at 1163 Hunt Road, Longwood, Florida 32750, the legal description and parcel identification for which are as follows:

LOT 35, LONGDALE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 68 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 32-20-30-501-0000-0350

(the "Property,") was made by **Charles E. Harp,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as his residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/23/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Charles Harp satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated September 28, 2001 and recorded in Official Records Book 04182, Page 0115, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated September 28, 2001, (hereinafter the "Agreements"), which encumbered the property located at 160 Stephens Street, Oviedo, Florida 32765, the legal description and parcel identification for which are as follows:

BEGIN 169 1/3 FEET EAST AND 447 FEET SOUTH OF NORTHWEST CORNER OF SW 1/4 OF SW 1/4 OF SECTION 11, TOWNSHIP 21 SOUTH RANGE 31 EAST, RUN SOUTH 67 1/2 EAST, EAST 169 1/3 FEET, NORTH 67 1/2 FEET, WEST 169 1/3 FEET TO BEGINNING ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1584, PAGE 554 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

and also sometimes described as:

THE SOUTH 67 1/2 FEET OF THE NORTH 514 1/2 FEET OF THE EAST 169 1/3 FEET OF THE WEST 338 2/3 FEET OF THE SW 1/4 OF THE SW 1/4 OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SUCH LANDS LYING SITUATE IN SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 11-21-31-300-0230-0000

(the "Property,") was made by **Leonard Hill, Sr.,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as his residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
BRENDA CAREY, Chairman

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

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/11/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Leonard Hill satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated October 9, 2001 and recorded in Official Records Book 04188, Page 1597, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated October 9, 2001 (hereinafter the "Agreements"), which encumbered the property located at 2570 E. 21st Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE SOUTH 135 FEET OF THE EAST 1/6 OF THE NE 1/4 OF NW 1/4 OF SE 1/4 SECTION 32 TOWNSHIP 19 SOUTH, RANGE 31 EAST (LESS THE SOUTH 25 FEET FOR ROAD AND LESS THE WEST 15 FEET FOR EASEMENT) ALL OF SUCH LAND LYING SITUATE IN SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 32-19-31-300-027A-0000

(the "Property,") was made by **Catherine Hillery and Nathaniel Hillery,** the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owners maintained the Property as their residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners, and their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
BRENDA CAREY, Chairman

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

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/11/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Catherine & Nathaniel Hillery satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated June 22, 2001 and recorded in Official Records Book 4109, Page 1720, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated June 22, 2001, (hereinafter the "Agreements"), which encumbered the property located at 1403 West 16th Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 6, BLOCK 2, PINE LEVEL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 36 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 35-19-30-513-0200-0060

(the "Property,") was made by **Henry Jelks, Jr.,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as his residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/23/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Henry Jelks satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated December 4, 2002 and recorded in Official Records Book 04622, Pages 1910 through and including 1912, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of Eight Thousand Nine Hundred Thirty-seven and 50/100 Dollars ($8,937.50) (the "Note"), dated December 4, 2002 and recorded in the Official Records Book 04622, Pages 1913 through and including 1914, Public Records of Seminole County, Florida, which encumbered the property located at 1806 W. 4th Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 13, ST. JOHNS VILLAGE 2ND REVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGES 71 AND 72 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 26-19-30-507-0000-0130

(the "Property,") were made by **Valerie L. Jones,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/lpk
1/11/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Valerie Jones satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated January 23, 2001 and recorded in Official Records Book 3994, Page 1878, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated January 23, 2001 (hereinafter the "Agreements"), which encumbered the property located at 2414 Stevens Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE SOUTH 20 FEET OF LOT 19, ALL OF LOT 20, BLOCK 10, WYNNEWOOD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGES 92 THROUGH 94, INCLUSIVE, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 31-19-31-524-1000-0190

(the "Property,") was made by **William Klein and Anne Klein,** the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owners maintained the Property as their residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners, and their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/23/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\William & Anne Klein satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated September 5, 2001 and recorded in Official Records Book 04161, Page 1057, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated September 5, 2001 (hereinafter the "Agreements"), which encumbered the property located at 2171 Dixie Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOTS 9, 10 AND 11, BLOCK D, DIXIE TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 53 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

and also erroneously described in the Agreements as:

LOTS 10 AND 11, BLOCK D, DIXIE TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 53 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 32-19-31-506-0D00-0090

(the "Property,") was made by **Jasper Lingard and Elnora Lingard,** the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owners maintained the Property as their residence for at least five (5) years from the date of the Agreements thus

qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners, and their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
BRENDA CAREY, Chairman

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

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/11/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Jasper & Elnora Lingard satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated March 20, 2001 and recorded in Official Records Book 4031, Page 1603, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated March 20, 2001 (hereinafter the "Agreements"), which encumbered the property located at 313 Continental Court, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 21 MAGNOLIA HILL ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 12 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 07-21-30-516-0000-0210

(the "Property,") was made by **Ferleece Major,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his/her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as his/her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and his/her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
BRENDA CAREY, Chairman

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

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/18/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Ferleece Major satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated January 24, 2001 and recorded in Official Records Book 3996, Page 1570, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated January 24, 2001 (hereinafter the "Agreements"), which encumbered the property located at 249 Oakwood Drive, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 8 OAKWOOD HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 87 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 08-21-30-519-0000-0080

(the "Property,") was made by **Anthony Mallo and Peggy Mallo,** the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owners maintained the Property as their residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners, and their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/18/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Anthony & Peggy Mallo satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated June 27, 2001 and recorded in Official Records Book 4117, Page 0106, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated June 27, 2001 (hereinafter the "Agreements"), which encumbered the property located at 303 Magnolia Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 43, BLOCK 11, SANLANDO THE SUBURB BEAUTIFUL, SANFORD SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 66 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 12-21-29-5BD-1100-0430

(the "Property,") was made by **Mark Neal and Jeanette Neal,** the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owners maintained the Property as their residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners, and their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/18/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Mark & Jeanette Neal satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated December 10, 2002 and recorded in Official Records Book 04633, Pages 0136 through and including 0138, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of Nine Thousand Nine Hundred Forty-three and No/100 Dollars ($9,943.00) (the "Note"), dated December 10, 2002 and recorded in the Official Records Book 04633, Pages 0139 through and including 0140, Public Records of Seminole County, Florida, which encumbered the property located at 3027 McKinley Lane, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 2, BLOCK 4, LINCOLN HEIGHTS SECTION 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 99 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

And also described in the Mortgage as:

LOT 2, BLOCK 4, LINCOLN HEIGHTS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 99 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 34-19-30-502-0400-0020

(the "Property,") were made by **Mary Stephens Harkness,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/lpk
1/11/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Mary Stephens Harkness satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated March 22, 2001 and recorded in Official Records Book 4034, Page 1021, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated March 22, 2001 (hereinafter the "Agreements"), which encumbered the property located at 131 Academy Avenue Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 31, ACADEMY MANOR, UNIT 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 93 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 35-19-30-515-0000-0310

(the "Property,") was made by **Alice Wade Murphy a/k/a Alice M. Wade,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/lpk
1/18/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Alice Wade Murphy satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated February 10, 2002 and recorded in Official Records Book 04322, Page 0836, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated February 10, 2002 (hereinafter the "Agreements"), which encumbered the property located at 21 Stephens Street, Oviedo, Florida 32762, the legal description and parcel identification for which are as follows:

LOT 11 STEPHENS HEIGHTS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 43 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 11-21-31-511-0000-0110

(the "Property,") was made by **Delores C. Wingfield Browdy,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/lpk
1/9/2008
P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Delores Wingfield satisfaction.doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Memorandum of Understanding between Seminole County and Seminole County Sheriff's Office Computer Software Services

DEPARTMENT: Community Services **DIVISION:** Probation

AUTHORIZED BY: David Medley **CONTACT:** Derek Gallagher **EXT:** 4613

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole County and Seminole County Sheriff's Office Computer Software Services to continue a collaborative working relationship.

County-wide Derek Gallagher

BACKGROUND:

The Florida Statue 163.01 authorizes the County and Sheriff to enter into Interlocal agreements for the provision of services. Currently the Sheriff maintains computer software support services seven (7) days per week, twenty-four (24) hours per day.

The County has determined that it is advantageous for the County to enter into an agreement with the Sheriff for provision of computer software services to the County.

Prior to 2001, local law enforcement agencies kept separate databases on offenders, arrests, various required forms, etc. Information-sharing among the agencies was spotty, at best, and was only accomplished when individuals collaborated on specific tasks. The introduction of CAFÉ by the Seminole County Sheriff's Office revolutionized offender information-sharing in a simple, user-friendly format which has transformed from simple computer-aided forms entry into a powerful information-sharing database which has been adopted by Seminole County Probation to meet its offender management needs and has been mandated by the Court to replace the separate municipal databases which were previously used. CAFÉ has proven its worth by providing real-time offender information to all of Seminole County's law enforcement community, as well as affiliated agencies. Multi-agency offender sweeps, such as the recent very successful multi-county operation conducted on violent offenders, would have been impossible without CAFÉ.

The attached MOU seeks to re-affirm the collaborative relationship and separate responsibilities of each party. This MOU will supersede all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the subject matter. The term of this Memorandum of Understanding shall be from October 1, 2007 through September 10, 2009, and shall automatically be renewed thereafter for successive terms of like duration, unless earlier terminated.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole County and Seminole County Sheriff's Office Computer Software Services to continue a collaborative working relationship.

ATTACHMENTS:

1. 2008 MOU
2. 2001 MOU

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

MEMORANDUM OF UNDERSTANDING BETWEEN
SEMINOLE COUNTY AND SEMINOLE COUNTY SHERIFF'S OFFICE
FOR COMPUTER SOFTWARE SERVICES

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 2008, by and between the **SEMINOLE COUNTY SHERIFF'S OFFICE**, whose address is 100 Bush Boulevard, Sanford, Florida 32773, hereinafter referred to as the "SHERIFF," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes, authorizes the COUNTY and SHERIFF to enter into interlocal agreements for the provision of services; and

WHEREAS, the SHERIFF maintains computer software support services seven (7) days per week, twenty-four (24) hours per day; and

WHEREAS, the COUNTY has determined that it is advantageous for the COUNTY to enter into an agreement with the SHERIFF for provision of computer software services to the COUNTY,

NOW, THEREFORE, in consideration of the mutual considerations, understandings and covenants set forth herein, the parties hereto agree as follows:

Section 1. Term and Termination. The term of this Memorandum of Understanding shall be from October 1, 2007 through September 30, 2009, the date of signature by the parties notwithstanding, and shall automatically be renewed thereafter for successive terms of like

duration, unless earlier terminated as provided herein. This Memorandum of Understanding may be terminated by either party, with or without cause, by providing one (1) year written notification in advance to the other party.

Section 2. Purpose. The purpose of this Memorandum of Understanding is to establish terms and conditions under which the SHERIFF shall provide computer software services and support to the COUNTY.

Section 3. Cooperation. The parties to this Memorandum of Understanding shall provide all reasonable and necessary cooperation and assistance so as to facilitate the performance of the services set forth hereunder.

Section 4. Basic Services.

(a) SHERIFF shall:

(1) Provide the Computer Aided Forms Entry (CAFÉ) 2000, the 'FINDER' program and other applicable software packages available on the SHERIFF'S network to the COUNTY.

(2) Provide to the COUNTY, if requested, XCAD, a computer aided dispatch system designed by the SHERIFF for use by the COUNTY via MOBILE XCAD for laptop computers.

(3) Provide necessary instruction and training to COUNTY personnel in CAFÉ 2000, MOBILE XCAD, FINDER and other applicable software available on the SHERIFF'S information system.

(4) Provide network and database security and backup to COUNTY of the COUNTY'S CAFÉ 2000 reports.

(5) Provide telephone and on-site software support to the COUNTY for CAFÉ 2000, MOBILE XCAD, FINDER and other applicable software available on the SHERIFF'S information system.

(6) Provide for a sufficient number of appropriately qualified personnel to perform the services set forth hereunder.

(7) Provide the COUNTY with the SHEIRFF'S Information Services Standard Operating Procedures for using software on the SHERIFF'S network.

(b) COUNTY shall:

(1) Provide access to the SHERIFF'S information system to only law enforcement and criminal justice agency personnel with appropriate authorization for authorized criminal justice purposes only.

(2) Not transfer or sell any software provided to the COUNTY by the SHERIFF without the express written consent of the SHERIFF.

(3) Provide computer equipment compatible with the computer and network equipment utilized by the SHERIFF.

(4) Send all authorized COUNTY personnel for training on CAFÉ 2000, MOBILE XCAD, FINDER and other applicable software available on the SHERIFF'S information system.

(5) Comply with the SHERIFF'S Information Services Standard Operating Procedures when using software available on the SHERIFF'S network.

(6) Enter and edit probationer information in CAFÉ 2000 in a timely manner.

(7) Maintain the required software licenses to allow COUNTY personnel access to the SHERIFF'S information system.

(c) COUNTY and SHERIFF shall comply with all applicable Federal, State and local laws, statutes, rules, regulations and orders governing the dissemination of the information available hereunder, specifically including Chapter 119, Florida Statutes.

Section 5. Conflict of Interest.

(a) The parties agree that they shall not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Memorandum of Understanding or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee of their political subdivision or office has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the parties to be conducted under this Memorandum of Understanding, and that no such person shall have any such interest at any time during the term of this Memorandum of Understanding.

Section 6. Indemnification. Neither the COUNTY its officers, agents or employees, nor the SHERIFF, its officers, agents or employees shall be deemed to have assumed any liability for the intentional or negligent acts of omissions of the other party or its

officers, agents or employees. Neither party waives any defense of sovereign immunity, nor increases the limits of its liability, if any, upon entering into this Memorandum of Understanding.

Section 7. Compensation. The parties shall provide each other with the services set forth in this Memorandum of Understanding at no cost.

Section 8. Notices. Whenever either party desires to give notice unto the other party, notice shall be sent to:

SHERIFF

Mark Schendorf, Deputy Director
Seminole County Sheriff's Office
100 Bush Boulevard
Sanford, Florida 32773

COUNTY

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

Either of the parties may change, by written notice as provided herein, the address or person for receipt of notices.

Section 9. Entire Agreement

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Memorandum of Understanding supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provision of this Memorandum of Understanding shall be valid only when expressed in writing, approved by the respective parties and duly executed on behalf of each party as set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on the date first above written.

WITNESS:

_____

SEMINOLE COUNTY
SHERIFF'S OFFICE

By: _____
DONALD F. ESLINGER, Sheriff

Date: _____

ATTEST:

_____
MARYANNE MORSE
Clerk of the Board of
County commissioners of
Seminole County, Florida

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
Legal sufficiency.

As authorized for execution by the
the Board of County Commissioners
at its _____, 2008,
regular meeting.

_____
County Attorney

SED/sb
2/12/08

P:\Users\Sberrie\My Documents\Agt\Mou Sc & Sheriff Computersoftware Svc.Doc

SEMINOLE COUNTY/SEMINOLE COUNTY SHERIFF'S OFFICE
COMPUTER SOFTWARE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 16 day of Oct 2001, by and between the **SEMINOLE COUNTY SHERIFF'S OFFICE**, whose address is 100 Bush Boulevard, Sanford, Florida 32773, hereinafter referred to as the "SHERIFF," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, *Section 163.01, Florida Statutes*, authorizes the COUNTY and SHERIFF to enter into Interlocal Agreements for the provision of services; and

WHEREAS, the SHERIFF maintains computer software support services seven (7) days per week, twenty-four (24) hours per day; and

WHEREAS, the COUNTY has determined that it is advantageous for the COUNTY to enter into an Agreement with the SHERIFF for provision of computer software services to the COUNTY,

NOW, THEREFORE, in consideration of the mutual considerations, understandings and covenants set forth herein, the parties hereto agree as follows:

Section 1. Term and Termination. The term of this Agreement shall be from October 1, 2001, through September 30, 2003, the date of signature by the parties notwithstanding, and shall automatically be renewed thereafter for successive terms of like duration, unless earlier terminated as provided herein. This Agreement may be

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terminated by either party, with or without cause, by providing one (1) year written notification in advance to the other party.

Section 2. Purpose. The purpose of this Agreement is for the SHERIFF to provide specific computer software services, including a probationer/client computer database to the COUNTY.

Section 3. Cooperation. The parties to this Agreement agree that their respective officers, employees and agents shall cooperate with each other to ensure that the services set forth in the Agreement are fully performed.

Section 4. Basic Services.

(a) SHERIFF shall:

(1) Modify the SHERIFF'S records management system, hereinafter referred to as CAFÉ 2000, to include records management for the COUNTY'S Probation Division and Prosecution Alternatives for Youth (PAY) Division. The functionality of this modified software shall be mutually agreed upon by both parties.

(2) Provide standard reports such as, but not limited to, Probationer, Payment Receipt and History, Fee deposit, and Violation of Parole, in formats and time intervals as mutually agreed upon by both parties.

(3) Provide necessary instruction and training in CAFÉ 2000, Florida Crime Information Center/National Crime Information Center (FCIC/NCIC), Criminal Justice Net (CJNET), and other applicable software available on the SHERIFF'S information system.

(4) Provide network and database security and backup to COUNTY for the COUNTY'S Probation Division and PAY Division.

(5) Provide telephone and on-site software support for CAFÉ 2000, FCIC/NCIC, CJNET and other applicable software available on the SHERIFF'S information system.

(6) Provide CAFÉ 2000 upgrades in functionality and time intervals as mutually agreed upon by both parties.

(7) Provide for a sufficient number of personnel, appropriately qualified to perform the services set forth hereinabove.

(b) COUNTY shall:

(1) Provide access to the SHERIFF'S information system to only law enforcement and criminal justice agency personnel with appropriate authorization for authorized criminal justice purposes only.

(2) Provide the SHERIFF with a list of all COUNTY personnel authorized to access the SHERIFF'S information system.

(3) Provide computer equipment compatible with the computer and network equipment utilized by the SHERIFF.

(4) Send all authorized COUNTY personnel for training on CAFÉ 2000, SHERIFF'S Computer User Certification, and other applicable software available on the SHERIFF'S information system.

(5) Comply with all standard operating procedures when using CAFÉ 2000 and all other software available on the SHERIFF'S information system.

(6) Enter and edit probationer information in CAFÉ 2000 in a timely manner.

(7) Maintain all required software licenses, including Microsoft BackOffice Client, to allow access to the SHERIFF'S CAFÉ 2000 SQL Database.

(c) Both parties shall:

(1) Review Probation/PAY tracking enhancements at least annually.

(2) Comply with all applicable Federal, State and local laws, statutes, rules, regulations and orders governing the dissemination of the information available hereunder, specifically including Chapter 119, Florida Statutes.

Section 5. Conflict of Interest.

(a) The parties agree that they shall not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee of their political subdivision or office has any material interest (as defined in *Section 112.312(15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of the parties to be conducted under this Agreement, 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*, the parties hereby agrees that monies received pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 6. No Indemnification. Neither the COUNTY, its officers, agents or employees, nor the SHERIFF, its officers, agents or employees shall be deemed to have assumed any liability for the

BK0275 PG1607

intentional or negligent acts or omissions of the other party or its officers, agents or employees.

Section 7. Notices. Whenever any party desires to give notice unto the other party, notice shall be sent to:

SHERIFF

Ron Johnson, Deputy Director
Seminole County Sheriff's Office
100 Bush Boulevard
Sanford, Florida 32773

COUNTY

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

Either of the parties may change, by written notice as provided herein, the address or person for receipt of notices.

Section 8. Entire Agreement

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing, approved by the respective parties and duly executed on behalf of each party as set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

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WITNESS:

_____

SEMINOLE COUNTY
SHERIFF'S OFFICE

By: _____
DONALD F. ESLINGER, Sheriff

Date: 8/17/01

ATTEST:

_____
MARIANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida
For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
DICK VAN DER WEIDE, Chairman

Date: October 16, 2001

As authorized for execution by
the Board of County Commissioners
at their Oct. 9, 2001
regular meeting.

SED/gn/lpk
7/17/01 7/30/01
SC-SheriffComputerAgt.doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: 2008 Central Florida Scottish Highland Games Agreement

DEPARTMENT: Economic Development **DIVISION:** Tourism

AUTHORIZED BY: William McDermott **CONTACT:** Fran Sullivan **EXT:** 2906

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute an agreement with Scottish-American Society of Central Florida, Inc. for the 2008 Central Florida Scottish Highland Games in the amount of $25,000.00.

County-wide William McDermott

BACKGROUND:

The Scottish American Society has a 31-year history of managing the Central Florida Scottish Highland Games. The event has been held in Seminole County for the past 12 years. The 2008 event schedule was similar to past years, with the addition of a full day of events on Sunday. Event organizers partnered with the City of Winter Springs to roll out a new community event on Saturday evening in hopes of benefiting Seminole County hotels and area businesses.

The amount of last year's sponsorship was $40,000. Event organizers reported a total of 2,124 room nights and calculated total direct economic impact at $3,396,324 for the 2007 event.

Event organizers estimated total room nights for the 2008 event at 1,200, with projected direct economic impact of $3,236,400. Staff used the services of Buckalew Hospitality to conduct a third-party, on-site random survey during the January 19-20, 2008 event. The surveyors questioned 1,578 attendees representing approximately 8% of total expected attendance of 20,000 over the two-day period.

Overall results indicate approximately 81% of total attendees traveled 50 miles or less. A copy of Buckalew's report is attached.

The Tourist Development Council recommended funding at their January 10, 2008 meeting, to promote and advertise the event. Funds are appropriated in the 07-08 Tourism Development budget.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute an agreement with Scottish-American Society of Central Florida, Inc. for the 2008 Central Florida Scottish Highland Games in the amount of $25,000.00.

ATTACHMENTS:

1. Agreement
2. Scottish Highland Games Impact on Seminole County 2008

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

2008 CENTRAL FLORIDA SCOTTISH HIGHLAND GAMES
TOURIST DEVELOPMENT TAX AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 20___, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **SCOTTISH-AMERICAN SOCIETY OF CENTRAL FLORIDA, INC.,** whose mailing address is Post Office Box 2948, Orlando, Florida 32802, hereinafter referred to as "SOCIETY".

W I T N E S S E T H:

WHEREAS, the Florida State Legislature enacted Section 125.0104, Florida Statutes, known as the Local Option Tourist Development Act in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

WHEREAS, the voters of Seminole County approved by referendum the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, the COUNTY, in coordination with the Tourist Development Council, appropriated Tourist Development Tax revenues to assist in advertising and promoting the Seminole County-based Central Florida Scottish Highland Games to be held January 19-20, 2008 at Central Winds Park in Winter Springs, Florida, to promote tourism in Seminole County.

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

Section 1. Term. This Agreement shall be in effect until September 30, 2008, unless earlier terminated as provided herein.

Section 2. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice to the other party as provided for

herein or, at the option of the COUNTY, immediately in the event that the SOCIETY fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the SOCIETY after the SOCIETY has received notice of termination. Upon said termination, the SOCIETY shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder.

Section 3. Services.

(a) The SOCIETY shall use funds from this Agreement to promote the Central Florida Scottish Highland Games in a manner as to encourage out-of-County visitors to attend the Games. Such effort shall be as described in Exhibit "A" attached hereto and incorporated herein by reference.

(b) The Seminole County Convention and Visitors Bureau logo with telephone numbers and website address must appear on all promotional material for which reimbursement will be requested.

(c) The SOCIETY shall submit proposed advertisement and promotional copy to the COUNTY for review and approval prior to publication. Advertising and promotional copy that has not been approved by the COUNTY shall not be eligible for reimbursement.

(d) Promotional packages for the Games sent out by the SOCIETY must contain a list of Seminole County hotels provided by the Seminole County Convention and Visitors Bureau. No other hotel list may be included in the promotional packet. All such promotional packets must be approved by the COUNTY prior to distribution in order to qualify for reimbursement.

(e) The SOCIETY shall permit a third-party company, as designated by the COUNTY, to conduct on-site surveys during the Highland Games Event to coordinate the survey process. The Society shall cooperate in making their Event accessible in whatever manner necessary for completion of the survey.

(f) After-Event preliminary statistics for room nights and economic impact must be submitted to the COUNTY no later than thirty (30) days after the Event.

(g) A hotel poll reflecting an accurate accounting of room nights used for the Event shall be conducted by the SOCIETY and submitted to the COUNTY no later than one (1) week after the Event.

(h) The SOCIETY shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at the SOCIETY's Event. Said website shall be linked to the Seminole County Tourism website (www.visitseminole.com) and such link shall be maintained throughout the duration of this Agreement.

(i) Failure to comply with or failure to meet the requirements of this Section, including time deadlines, shall result in termination of this Agreement and forfeiture of all financial assistance rendered to SOCIETY by the COUNTY pursuant to this Agreement.

Section 4. Liability and Insurance.

(a) **Liability.** COUNTY, its Commissioners, officers, employees and agents shall not be deemed to assume any liability for the acts, omissions and negligence of SOCIETY, its officers, employees and agents in the performance of services provided hereunder and the SOCIETY hereby agrees to fully and completely indemnify, insure and hold harmless the COUNTY from and against any liability of whatsoever type or nature howsoever arising, relating in any way to the acts or omissions of the SOCIETY and its officers, members, agents and employees.

(b) **Insurance.**

(1) SOCIETY shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Commercial General Liability). The COUNTY, its officials, officers and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be

given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by SOCIETY, SOCIETY shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

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

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

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

(A) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

(B) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(C) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, or 2) fail to maintain the requisite Best's Rating and Financial Size Category, SOCIETY shall, as soon as SOCIETY has knowledge of any such circumstance, immediately notify the 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 SOCIETY has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, SOCIETY shall be deemed to be in default of this Agreement.

(6) Specifications. Without limiting any of the other obligations or liability of SOCIETY, SOCIETY shall, at SOCIETY'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 the Event and shall be maintained in force until this Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(A) Commercial General Liability.

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

elimination of coverage for Fire Damage Legal Liability.

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

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

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

(8) Occurrence Basis. The Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

Section 5. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to the SOCIETY up to a maximum sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00) for all services provided hereunder by the SOCIETY during the term of this Agreement in accordance with the project budget and requirements set forth in Exhibit "A". Qualified expenditures are reimbursable upon:

(a) Receipt by the COUNTY of a Request for Funds Form, attached hereto and incorporated herein as Exhibit "B", from the SOCIETY requesting all or part of the above amount. The Request for Funds Form shall be completed properly and documentation attached including original or copies of invoices and copies of canceled checks (front and back). Such request by the SOCIETY shall only be for services specifically provided for herein necessary to serve Seminole County and as authorized under Section 125.0104, Florida Statutes. Said Request for

Funds Form shall be submitted no later than ninety (90) days after the Event. Failure to comply with this requirement shall result in termination of this Agreement and forfeiture of all financial assistance granted to SOCIETY under this Agreement.

(b) Verification by the Seminole County Economic Development/Tourism Director that the SOCIETY is providing the services for which reimbursement is sought and has complied with all provisions of this Agreement including all reporting requirements;

(c) The final Request for Funds Form shall be accompanied by a detailed report of the economic impact on the COUNTY resulting from the Event, funds for which have been provided hereunder. Such report, attached hereto and incorporated herein as Exhibit "C", shall include, but not be limited to, the actual number of hotel or motel rooms occupied, restaurant meals consumed and estimated goods and services expenditures; and

(d) Payment requests shall be sent to:

Original: Director
Seminole County Economic Development/Tourism
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

Duplicate: Director, Department of Finance
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

(e) Reimbursement shall be contingent upon the SOCIETY's compliance with the requirements as stated in Exhibit "A".

Section 6. Reporting Requirements. In the performance of this Agreement, SOCIETY shall maintain books, records and accounts of all activities in compliance with normal accounting procedures. SOCIETY shall transmit and certify interim records with each Request for Funds Form submitted to the COUNTY. Each Request for Funds Form shall detail costs incurred as referenced in Exhibit "A".

Section 7. Non-Allowable Costs. The purpose for which Tourist Development Tax grant funds are provided to the SOCIETY shall not duplicate programs for which monies have been received, committed or applied for from another source. The monies provided hereunder shall be expended only for the activities or purposes set forth in Exhibit "A". Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, feasibility studies or other consulting services; real property or capital improvements; interest reduction in deficits and loans; prize money, scholarships, awards, plaques or certificates; private entertainment, lodging, food and beverages; and wages, salaries, administrative or travel expenses other than those appearing, if any, in Exhibit "A".

Section 8. Unavailability of Funds. The SOCIETY acknowledges that Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet the COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by the COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to the SOCIETY as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the SOCIETY after the SOCIETY has received such notice of termination. In the event there are any unused COUNTY funds, SOCIETY shall promptly refund those funds to the COUNTY, or otherwise use such funds as the COUNTY directs.

Section 9. Access to Records. The SOCIETY shall allow the COUNTY, its duly authorized agent and the public access to such of the SOCIETY's records as are pertinent to all services provided hereunder at reasonable times and under reasonable conditions for inspection and examination in accordance with Florida Statutes.

Section 10. Liaison. The SOCIETY shall submit the originals of the Request for Funds form, the Narrative Progress Report Form and any

other required reports or correspondence to the following:

Director
Seminole County Economic Development/Tourism
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

Section 11. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County Economic Development/Tourism
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

For SOCIETY:

Woodrow W. Crawford, Jr., President
Scottish-American Society of Central Florida, Inc.
Post Office Box 2948
Orlando, Florida 32802

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 12. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Section 13. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

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

Section 14. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, the SOCIETY 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 the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the SOCIETY as provided hereinabove.

Section 15. Conflict of Interest.

(a) The SOCIETY 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 the 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) The SOCIETY hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the SOCIETY 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, the SOCIETY hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

ATTEST:

SCOTTISH-AMERICAN SOCIETY
OF CENTRAL FLORIDA, INC.

JACQUELINE SCHOOLING-ARTHURS
Secretary

By: WOODROW W. CRAWFORD, JR.
President

(CORPORATE SEAL)

Date: 2-10-08

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

_____
County Attorney

AC/lpk
1/16/08
P:\Users\Legal Secretary CSB\Economic Development\2008 scottish highland games.doc
Attachments:
Exhibit "A" - Project Description and Expenses
Exhibit "B" - Request For Funds Form
Exhibit "C" - Economic Impact Report

EXHIBIT A

Seminole County Tourist Development Council

Application for Tourism Marketing Funds Fiscal Year 2007/2008

by the

Scottish American Society of Central Florida

Producers of the

Central Florida Scottish Highland Games

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

SCOTTISH · AMERICAN SOCIETY · CENTRAL FLORIDA

On behalf of the Scottish American Society of Central Florida, let me express our gratitude for the opportunity to once again work in partnership with Seminole County for our mutual benefit.

We hope this 31st Anniversary Festival will bring new levels of success and tourism.

Thank you for your consideration of this request.

Chip Crawford
President
Scottish American Society
of Central Florida

CERTIFICATE OF AUTHENTICITY

I have reviewed this Application for Funds from the Tourist Development Council for fiscal year 2007/2008. I am in full agreement with the information contained herein. To the best of my knowledge, the information contained in this Application and its attachments is accurate and complete.

Chip Crawford
President

Date

Jacqueline Schooling
Secretary

Date

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE SCOTTISH AMERICAN SOCIETY OF CENTRAL FLORIDA, INC. ON THE 7TH OF OCTOBER, 2007.

WHEREAS, SEMINOLE COUNTY HAS BEEN A STRONG SUPPORTER OF THE SCOTTISH AMERICAN SOCIETY OF CENTRAL FLORIDA AND ITS CENTRAL FLORIDA SCOTTISH HIGHLAND GAMES FOR MANY YEARS; AND

WHEREAS, THE SCOTTISH AMERICAN SOCIETY OF CENTRAL FLORIDA, INC. DESIRES TO CONTINUE ITS RELATIONSHIP WITH THE SEMINOLE COUNTY CONVENTION AND VISITORS BUREAU; AND

WHEREAS IT IS THE DESIRE OF THE SOCIETY TO RETAIN ITS PERMANENT HOME IN SEMINOLE COUNTY;

NOW, THEREFORE, BE IT RESOLVED, THAT THE 31ST ANNUAL CENTRAL FLORIDA SCOTTISH HIGHLAND GAMES AND ALL EVENTS DIRECTLY ASSOCIATED THEREWITH WILL BE HELD IN SEMINOLE COUNTY, FLORIDA.

BE IT FURTHER RESOLVED, THAT THE HOST HOTEL FOR THE 2008 GAMES SHALL BE A SEMINOLE COUNTY HOTEL.

BE IT FURTHER RESOLVED, THAT THE BOARD DIRECTS THE PRESIDENT OF THE SOCIETY TO MAKE APPLICATION TO THE CITY OF WINTER SPRINGS IN SEMINOLE COUNTY FOR THE USE OF CENTRAL WINDS PARK FOR THE JANUARY 19—20, 2008 FESTIVAL.

ADOPTED THIS 6th DAY OF OCTOBER, 2007

****

CHIP CRAWFORD
PRESIDENT
SCOTTISH AMERICAN SOCIETY
OF CENTRAL FLORIDA, INC.

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Seminole County - Economic Impact
FY 05-06

	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				
How many **adult out-of state participant** days expected?	1800	$ 122.00	3	$ 658,800.00
How many **adult out-of state attendance/spectator** days expected?	2000	$ 122.00	3	$ 732,000.00
How many **out-of state media/professional** days expected?	25	$ 122.00	3	$ 9,150.00
How many **adult in-state attendance/spectator/participant** days expected?	6000	$ 91.00	3	$ 1,638,000.00
How many **youth out-of state participant** days are expected?	150	$ 61.00	3	$ 27,450.00
How many **youth in-of state participant** days are expected?	1000	$ 57.00	3	$ 171,000.00
What is the expected event-site spending?				
What other expenditures, if any, are anticipated?				
TOTAL DIRECT IMPACT =				**$ 3,236,400.00**
	Direct Impact	Divider	Multiplier	
Total output economic impact:	$ 3,236,400.00		1.5	$ 4,854,600.00
Total earnings impact:	$ 3,236,400.00		0.57	$ 1,844,748.00
Total employment impact:	$ 3,236,400.00	1,000,000	22	71.20
	Direct Impact	Non-Taxable Sales	Sales Tax Rate	
STATE SALES TAX GENERATED:	$ 3,236,400.00		0.06	**$ 194,184.00**
		State Sales Tax Generated	Florida DOR Disbursement Multiplier	
STATE SALES TAX REIMBURSED TO COUNTY:		$ 194,184.00	0.09653	**$ 18,744.58**
	Direct Impact	Non-Taxable Sales	Option Sales Tax Rate	
COUNTY LOCAL OPTION SALES TAX:	$ 3,236,400.00	$ -	0.01	**$ 32,364.00**
Estimated Rooms Per Night To Be Secured	Estimated Nights In Town	Approximate Hotel Rooms Secured	Average Room Rate Per Night	
TOTAL HOTEL IMPACT: 1200	1.758			$ -
	Total Hotel Impact		Resort Tax Rate	
COUNTY RESORT TAX RECOUPED:	$ -		0.03	$ -
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:				**$ 51,108.58**
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:				**$ -**
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE CITY:				**$ -**
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE COUNTY:				**$ -**
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE CITY:				**$ -**
APPROXIMATE REVENUE RECOUPED BY THE COUNTY ON THE EVENT:				**$ 51,108.58**

31st Annual Central Florida Scottish Highland Games

We would like to open by thanking the Tourism Development Council and Board of County Commissioners for your invaluable support over the years. With your help we are building a truly world-class event. Last year we had people visiting from as far away as Belfast, Northern Ireland, Inverrary, Scotland, Thunder Bay, Ontario and British Columbia in Canada as well as points all across the United States.

This year will push the envelope just a little bit further and enhance the reputation of Seminole County as the premier destination in Florida for folks of Scottish and Celtic descent in the month of January. We have become an icon on the national Scottish event scene. Plus this year we are partnering with the City of Winter Springs to roll out an all new event that will greatly benefit the surrounding businesses. Here are a few more highlights of the weekend events in addition to what can be found in our application:

CENTRAL FLORIDA SCOTTISH HIGHLAND GAMES

- **Two full days of events on the field at Central Winds Park**
- **Four days of events starting on Thursday (Dinner with the Shotts at Black Hammock)**
- **Two major pipe bands (House of Edgar Shotts and Dykehead Pipe Band and the Dunedin City Pipe Band)**
- **Major entertainers from Scotland (Tannahill Weavers)**
- **Seven Nations and Rathkeltair on the same stage**
- **Major Pipe Band Concert**
- **Major gathering of the clans**
- **More pipe bands than ever**
- **Much much more**

WINTER SPRINGS HIGHLAND GATHERING

- **Seven Nations**
- **Rathkeltair**
- **The Wyndbreakers**
- **Dunedin City Pipe Band**
- **Highland Dancers**
- **Fireworks (Winter Springs officials hope they can do this)**
- **Parade of clans and bagpipes**
- **Knights in combat**
- **Children's games**

In conclusion, it is quite clear that the continuing partnership of the Central Florida Scottish Highland Games with Seminole County is a productive one. We are growing! We have gotten the attention of people from around the continent and the world. The best is yet to come...

THANK YOU!

Application - Tourism Development Sponsorship FY 2005/06 Criteria

I) Society Overview

The Scottish American Society of Central Florida, Inc. is a Florida not-for-profit (501-C-3) corporation founded in 1977 to promote Scottish culture and heritage in the Central Florida area. During the more than 30-year history of the Society, it has educated and entertained tens of thousands through the production of many cultural programs and events including the Central Florida Scottish Festival and Highland Games.

II) Soundness of Proposed Project

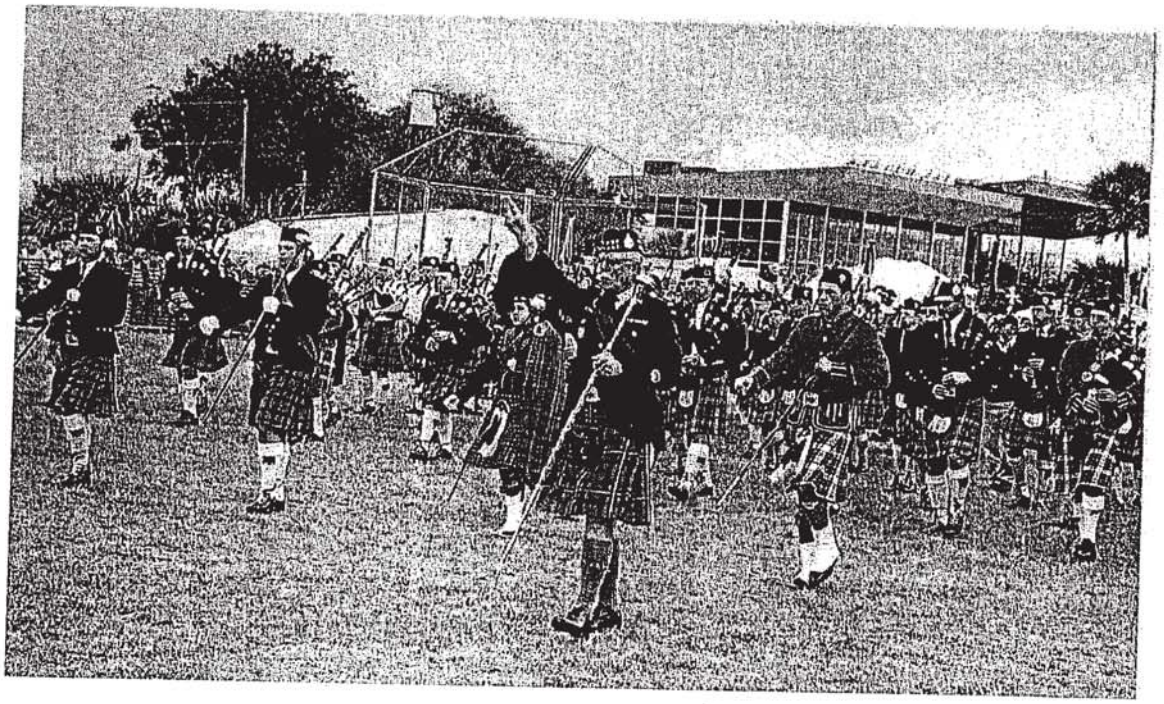
The 2008 Central Florida Scottish Festival and Highland Games are a sound proposition. This will be the twelfth Festival held in Seminole County and the thirty-first produced by the Society. The 2006 Games drew an estimated 20,000* people from around the world. (*City of Winter Springs Police estimate)

III) Stability and Management Capacity

The Scottish American Society of Central Florida has a proven track record of presenting Scottish Highland Games that have been acclaimed both locally and nationally. This thirty-year history of successfully managing the vast number of tasks, resources, and persons required to deliver an event of this caliber demonstrates the commitment of the Scottish American Society to put forth whatever effort is required to ensure a successful event.

IV) Quality and Uniqueness of Proposed Project

The Central Florida Scottish Highland Games is the oldest event of its kind in Central Florida and the largest of its kind in the state of Florida. Its competitions receive international recognition. This event brings a unique cultural addition to Seminole County unmatched by any neighboring county.



I General Information

1) **Name of Organization**
The Scottish American Society of Central Florida, Inc.

2) **Name of Event/Project**
The Central Florida Scottish Highland Games
January 18-20, 2008 Central Winds Park, Winter Springs

3) **Contact Person**
Chip Crawford President 407-426-7268
Charles McGrew, Vice-President 407-426-7268
Rick Marshall, Games Chairman 407-491-3170

4) **Complete Address of Organization**
Post Office Box 2948
Orlando, FL 32802-2948
Phone: 407-I AM SCOT (426-7268)

5) **Organization's Chief Official**
Chip Crawford, President

6) **Intended Use of Funds—Goals of the 2007/2008 Marketing Campaign**

A) Increase in-state, out of state tourism

We know that a substantial percentage of the event's attendance comes from inside Florida, but outside the greater Orlando region. The numbers indicate this category of attendee is likely to stay in Seminole County hotels. Since our surveys show that our cable TV campaign in the Orlando area was a big success, we intend to dedicate a large portion of this year's funds in an expansion in targeted areas outside of metro Orlando to include Tampa/St. Pete, Daytona, Vero Beach, and Jacksonville.

B) Increase International Guests

Over the past few years, we have seen an increase in international participation. we will encourage that by hosting a group of Highland dancers from Canada. Our headline entertainment act is the world famous Tannahill Weavers from Scotland. BBC Radio Scotland is airing our announcements. We are once again proud to partner with Icelandair as a major sponsor.

C) Solidify Support throughout U.S.

The Central Florida Scottish Highland Games continues to attract participants from across the country with dancers coming from as far away as Scotland and athletes from Oklahoma. We'll continue to help that along that with intelligent use of Internet and national Scottish advertising.

D) Further Expand Web Presence

The Internet continues to provide an inexpensive way to publicize the event. We continue to add to the utility and convenience of our web site.

7) **Amount Requested**
$25,000

8) **If entire request cannot be funded, can the project be restructured for less funding?**

Yes, but the impact of the event would be diminished. We have realized our goal of creating the most prestigious Scottish festival in the State of Florida. We are not satisfied. Our new goal is to create a festival that attracts competitors and attendees on a World Class level. With our move to Central Winds Park, we now have a site that is as charming as our events are exciting and compelling. In partnership with Seminole County and the City of Winter Springs, we continue to attract the very best from around the world.

II Details of the Organization

1) What are your organization's goals and objectives?

The Scottish American Society of Central Florida is a not-for-profit corporation whose aims are as follows:

To promote, perpetuate, and encourage Scottish traditions and heritage in the Central Florida area. This aim is accomplished through the following:

To use all available means to disseminate information about the multitude of contributions made by Scots and Scot descendants to the economic, scientific, cultural, military, and public life of the United States and the State of Florida.

To provide educational programs to the public and private school systems, service clubs, and other organizations by supplying books, pamphlets, speakers, lecturers, visual learning aids, and demonstrations of dance, art, and piping, among other items of Scottish origin.

To further educate, acquaint, and entertain the general public in the Scottish traditions by the production of Scottish Highland Clan Gatherings and Highland athletic events.

To further assist, educate, and entertain the general public by actively seeking to bring to the area other events of a Scottish nature as may be available.

2) What services does your organization provide?

As laid out in our objectives, the Society supports the furtherance of Scottish culture in the Central Florida area.

Every month the Society presents a program of cultural interest that is open to the public at no charge.
Weekly Scottish Country Dancing classes are being held the Cathedral of St Luke, Orlando.

3) How will your organization monitor expenditure of funds?

The Scottish American Society has an established track record of fiscal responsibility. In the past twenty-eight years the Festival budgets have totaled more than two million dollars. These funds have been handled without major incident due to the rigorous controls.

A) Budgeting Process

The Games Council submits a detailed line item budget for review by the officers of the Society. The final budget is then presented to the Board of Directors of the Society for final approval. Budgets are viewed on a "not to exceed" basis. Each area of the Games Council is monitored to ensure they remain under budget. All requests for budget overruns (if any) must be approved by the Board of Directors and all bills approved for payment by the president of the Society.

B) Large Expense Review
Each member of the Games Council must get approval for any single expenditure in excess of $300. This approval comes from the President. The Board must approve expenditures in excess of $500.

C) Bonded Persons Responsible for Disbursements
The Treasurer prepares checks (with appropriate documentation) for signature by the President or Vice-President. An honesty bond covers all three of these officers.

D) Documentation Requirement
The Treasurer of the Society is responsible for keeping an original invoice for each expenditure. The Society President must approve each disbursement.

E) Budget and Expense Review by Board
Every month the Treasurer provides a detailed income statement and budget vs. actual report to the Board of Directors of the Society.

F) Financial review by a CPA
Each year, the records of the entire Society are submitted to a CPA for review. The Board of Directors of the Society reviews the results.

4) How will your event bring additional visitors to Seminole County?

The Scottish community in Central Florida is maintaining the ancient tradition of clan gatherings for competition and socializing. The 2007 Festival had 66 clans registered with up to 30 people attending in each clan. We also had 19 bands, 223 dancers, 36 vendors, and many entertainers using Seminole County hotels.

A) Largest Scottish Festival in Florida
This event is the largest of its kind in Florida. The majority of participants from outside the area will stay in hotels in Seminole County since events and setup start as early as 4:30 am.

B) International Appeal
Appreciable numbers attend from Canada and Europe. These visitors, unfamiliar with the Central Florida area, stay in the host hotel located in Seminole County.

5) What is your organizations experience in managing sponsorships and grants

We now have several years under our belt working hand in hand with Seminole County TDC to create many thousands of positive visitor impressions. We hope to continue this relationship for many years to come.

Previous Events sponsored by your organization

We have an unbroken string of 30 years of hosting the Central Florida Scottish Highland Games. There is a detailed economic impact spreadsheet included at the back of the booklet.

III Event Information

1) Event name

The Central Florida Scottish Highland Games

2) Type of Event

The Central Florida Scottish Highland Games provide a combination of the best in Scottish competitions and entertainment.

A) Nationally Recognized Competitions

B) Entertainment and Festivities

1) **Parade of Tartans and Massed Bands**
2) **The Royal Mile**
3) **Children's Highland Games**
4) **Scottish Country Dance**
6) **Sheep Herding by Border Collies**
7) **Scottish Cuisine**
9) **Woodcrafts, Weavers, and Spinners**

3) Date of Event

January 18-20, 2008

4) Number of Days and hours

January 18, 3 pm—12 am
January 19, 8 am—12 am
January 20, 8 am—5 pm

5) Event Promoter

The event will be self-promoted by the Scottish American Society of Central Florida.

6) -12)Projected Number of Out-of-town participants and Length of stay in Seminole County

Impact Dates			Fri 1/18	Sat 1/19	Sun 1/20	Mon 1/21	
		Average Expenditure (per person/day)					
Out of State Visitors							
Attendees in category	1900						
% of total attendees	9.8%						
Percent active each day			100%	100%	75%	25%	
Hotel rooms (Sem C0) (estimate 1 room/2 attendees)		$42.77	$81,263.00	$81,263.00	$60,947.25	$20,315.75	**$243,789.00**
Food and Beverage		$31.32	$59,508.00	$59,508.00	$44,631.00	$14,877.00	**$178,524.00**
Admission Fees		$10.75	$20,425.00	$20,425.00	$15,318.75	$5,106.25	**$61,275.00**
Nightclubs/Lounges		$18.43	$35,017.00	$35,017.00	$26,262.75	$8,754.25	**$105,051.00**
Shopping		$63.24	$120,156.00	$120,156.00	$90,117.00	$30,039.00	**$360,468.00**
Auto Expense		$33.88	$64,372.00	$64,372.00	$48,279.00	$16,093.00	**$193,116.00**
Other Transportation		$5.91	$11,229.00	$11,229.00	$8,421.75	$2,807.25	**$33,687.00**
Other		$7.56	$14,364.00	$14,364.00	$10,773.00	$3,591.00	**$43,092.00**
Subtotal		$213.86	$406,334.00	$406,334.00	$304,750.50	$101,583.50	**$1,219,002.00**
In State/out of area Visitors							
Attendees in category	6255						
% of total attendees	32.2%						
Percent active each day			19%	100%	75%	6%	
Hotel rooms (Sem C0) (estimate 1 room/10 attendees)		$8.55	$10,161.25	$53,480.25	$40,110.19	$3,208.82	**$106,960.50**
Food and Beverage		$17.44	$20,726.57	$109,087.20	$81,815.40	$6,545.23	**$218,174.40**
Admission Fees		$2.11	$2,507.63	$13,198.05	$9,898.54	$791.88	**$26,396.10**
Nightclubs/Lounges		$1.43	$1,699.48	$8,944.65	$6,708.49	$536.68	**$17,889.30**
Shopping		$11.23	$13,346.29	$70,243.65	$52,682.74	$4,214.62	**$140,487.30**
Auto Expense		$5.43	$6,453.28	$33,964.65	$25,473.49	$2,037.88	**$67,929.30**
Other Transportation		$0.53	$629.88	$3,315.15	$2,486.36	$198.91	**$6,630.30**
Other		$2.12	$2,519.51	$13,260.60	$9,945.45	$795.64	**$26,521.20**
Subtotal		$48.84	$58,043.90	$305,494.20	$229,120.65	$18,329.65	**$610,988.40**
Central Florida Guests							
Attendees in category	11276						
% of total attendees	58.0%						
Percent active each day			5%	100%	75%	3%	
Hotel rooms (Sem C0-estimate 1 room/100 attendees)		$0.85	$479.23	$9,584.60	$7,188.45	$575.08	**$17,827.36**
Food and Beverage		$7.72	$4,352.54	$87,050.72	$65,288.04	$5,223.04	**$161,914.34**
Admission Fees		$2.11	$1,189.62	$23,792.36	$17,844.27	$1,427.54	**$44,253.79**
Nightclubs/Lounges		$1.43	$806.23	$16,124.68	$12,093.51	$967.48	**$29,991.90**
Shopping		$11.23	$6,331.47	$126,629.48	$94,972.11	$7,597.77	**$235,530.83**
Auto Expense		$3.32	$1,871.82	$37,436.32	$28,077.24	$2,246.18	**$69,631.56**
Other Transportation		$0.53	$298.81	$5,976.28	$4,482.21	$358.58	**$11,115.88**
Other		$2.12	$1,195.26	$23,905.12	$17,928.84	$1,434.31	**$44,463.52**
Subtotal		$29.31	$16,524.98	$330,499.56	$247,874.67	$19,829.97	**$614,729.18**
TOTAL PROJECTED ATTENDEES	19431						
Totals			**$480,902.88**	**$1,042,327.76**	**$781,745.82**	**$139,743.13**	**$2,444,719.58**

13) Provide a list of other event sponsors and the amounts of their sponsorships

A) **Icelandair:** tickets for two round trip to Glasgow or London from anywhere in USA

B) Dunedin Brewery: Discount on beer, free distribution equipment and refrigeration equipment.

C) Glenmorangie: Donation of whisky for whisky tasting and bottles of product for each individual sponsor.

D) Center For Dance and the Performing Arts: Donation of stages and support personnel for Highland Dance competition.

E) Several upscale hotels and/or Bed and Breakfasts in UK: Donation of multiple nights stay and meals for raffle winners.

F) City of Winter Springs

G) Oviedo/Winter Springs Chamber of Commerce

G) This list will be added to over the coming months

14) Provide contact info for past 3 years: This has been stable for many years

15) Provide details of how the event will work (See next page)

15) Please provide details of how the event will work:

Proposed Schedule of Events

(Subject to minor changes)

Friday, January 18, 2008

Whisky Tasting

5 pm - 6:30 Host Hotel

An industry expert will lead the the tasting and discuss how whisky is made and specifically, what makes Scotch Whisky so unique.

Sponsor's Reception

7:30 - 9:00 pm Host Hotel

Our way of saying **thank you** to our many sponsors. This is an opportunity for us to honor the folks who make it all possible. This is a dressy affair with many decked out in their Highland finery.

Pub Night

9:00 - 11:30 pm Host Hotel

The name speaks for itself. A recreation of a real Scottish pub for an evening with our terrific entertainers and YOU! $10 at the door or in advance.

Scottish Country Dancing

9:00 -11:30 pm Host Hotel

Bring your ghillies and your spirit of fun and adventure for a wonderful evening of authentic Scottish country dancing. You'll see where many of the early American folk dances came from. No charge! This is the night to practice for the **Country Dance Ball** on Saturday night.

Saturday, January 19, 2008

31st Annual Central Florida Scottish Highland Games

8 am - 5 pm (rain or shine)

Central Winds Park

8 am - close Highland Athletics, Highland Dance competition, Pipe band and individual competition Entertainers and Pipe bands will perform throughout the day.

Opening ceremonies - 12 noon main field

You won't want to miss this! Thrill to skirl of the pipes and the beat of the drums as the **Massed Pipe bands** officially open the Games at the head of the impressive **Parade of Tartans.** Clan members shout their anicent war cries as they enter the field of *now* friendly competition. Be sure to visit all the clan tents and many Scottish vendors throughout the day.

Winter Springs Highland Gathering

5:30 - til...

Our entertainers perform along with other talented individuals in a casual "free for all" atmosphere with casual food and lot's of "dancin', singin', and carryin on". Scots call this a "bit of a knees up" Y'all come!

Sunday, January 20, 2008

Our first ever Sunday in Central Winds Park

9 am - 4:30 pm (rain or shine)

Central Winds Park

9 am - close Kirkin o' the Tartans, Highland Athletics, Highland Dance competition, Pipe band and individual competition, Entertainers and Pipe bands will perform throughout the day.

Project Budget Recap

1) Income Sources

Tourism Development Tax Request	$25,000
Additional Funding Sources	
Corporate Sponsorships (Icelandair, Dunedin Brewery)	$5,000
Clan and individual Sponsorships	$5,500
Total Additional Funds	$10,500
Other Income Sources	
Ticket Sales	$65,000
Vendor Fees	$5,000
Advertising Sales	$1,000
Ceilidh Ticket Sales	$1,500
Competition Fees	$4,500
Total Other Income	$72,000
TOTAL INCOME	**$112,500**

2) Expenses

National Marketing— Scottish Community

Periodical Publications

Family Tree	Oct/Dec	2 ea Full Page @$550	$1100
Scottish Life	Fall/Winter	2 ea 2/3 Page @$510	$1020
Scottish Banner	Winter	Full page @$1000	$1000

Brochures	10,000 printed	$1000
Games Display	(Updates)	$500
Web Site	Setup and maintenance fees	$578
International Marketing	Scottish Publications and Journals	$5150

Florida Marketing—Out of Metropolitan Orlando

Newspaper Advertising

Orlando Sentinel (28% billed for outside area)	$11600
Gainesville Sun	$1000
Tampa Tribune	$2540
Total Tourism Funds (Excess to be paid by Society)	**$25,488**

Competitions	
Athletics	$2000
Highland Dancing	$7000
Piping and Drumming	$10800
Trophies	$2500
Children's Games	$1000
Entertainment	
The Wyndbreakers, "Enter the Haggis", etc	$8000
Field	
Central Winds Park Rental	$3000
Tents/Tables/Chairs	$9500
Golf Carts/Radios/Dumpsters	$2500
Paramedics	$250
Electrician	$5500
Security and Support Staff	$4100
Hospitality	
Sponsor's Reception	$4000
Information/Hospitality Tables	$1500
Publicity & Communications	
Local Publicity	
Posters	$1250
TDC Overage	$488
Billboards	$8000
Flyers	$850
Press Relations	$1000
Games Materials	
Programs	$6000
Honored Clan	$300
Administration	
Tickets	$1200
General Administration	$1500
Insurance	$750
Sponsor Relations and Marketing	
Sponsor Giveaways	$500
Total Project Expenses	$102,188
Projected Profit	$10,312

EXHIBIT "B"
REQUEST FOR FUNDS

SEMINOLE COUNTY TOURISM DEVELOPMENT
1230 DOUGLAS AVENUE, #116, LONGWOOD FL 32779

EVENT NAME_____

ORGANIZATION_____

STREET ADDRESS_____

CITY_____STATE_____ZIP_____

NAME OF CONTACT_____CONTACT TELEPHONE_____

CONTACT E-MAIL_____

REQUEST PERIOD FROM_____ TO_____

REQUEST # _____

( ) INTERIM REPORT ( ) FINAL REPORT

TOTAL CONTRACT AMOUNT $_____

EXPENSE	BUDGET	REIMBURSEMENT REQUESTED
_____	_____	_____
_____	_____	_____
TOTALS	_____	_____

(For Final Report only)
Please complete the following:

#of Hotels used_____

#of Hotel room nights_____

#of out-of-town participants_____

#of out-of-town fans_____

#of out-of-town media_____

Total direct economic impact $_____

NOTE: Furnishing false information may constitute a violation of applicable State and Federal laws.

CERTIFICATION OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records, consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE_____TITLE_____

Exhibit C

Seminole County - Economic Impact

	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				
How many **adult out-of state participant** days expected?		$ 139.00		$ -
How many **adult out-of state spectator** days expected?		$ 139.00		$ -
How many **out-of state media/professional** days expected?		$ 139.00		$ -
How many **youth out-of state participant** days are expected?		$ 69.50		$ -
How many **youth out-of state spectator** days are expected?		$ 69.50		$ -
How many **in state partipant/spectator/media/ professionals** expected?		$ 68.00		$ -
What is the expected event-site spending?				
What other expenditures, if any, are anticipated?				
TOTAL DIRECT IMPACT =				$ -
	Direct Impact	Divider	Multiplier	
Total output economic impact:	$ -		1.5	$ -
Total earnings impact:	$ -		0.57	$ -
Total employment impact:	$ -	1,000,000	22	-
		Non-Taxable		
	Direct Impact	Sales	Sales Tax Rate	
STATE SALES TAX GENERATED:	$ -		0.06	$ -
			Florida DOR	
		State Sales Tax	Disbursement	
		Generated	Multiplier	
STATE SALES TAX REIMBURSED TO COUNTY:		$ -	0.09653	$ -
		Non-Taxable	Option Sales	
	Direct Impact	Sales	Tax Rate	
COUNTY LOCAL OPTION SALES TAX:	$ -	$ -	0.01	$ -
Estimated Rooms	Estimated	Approximate Hotel	Average Room	
Per Night To Be Secured	Nights In Town	Rooms Secured	Rate Per Night	
TOTAL HOTEL IMPACT:				$ -
	Total Hotel			
	Impact		Resort Tax Rate	
COUNTY RESORT TAX RECOUPED:	$ -		0.03	$ -
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:				$ -
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:				$ -
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE CITY:				$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE COUNTY:				$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE CITY:				$ -
APPROXIMATE REVENUE RECOUPED BY THE COUNTY ON THE EVENT:				$ -

Scottish Highland Games Impact on Seminole County

January 19-20, 2008
Winter Springs, FL
Central Winds Park

Survey Commissioned by
Seminole County Convention and Visitor's Bureau

Survey Conducted by
Buckalew Hospitality
3719 Landlubber St.
Orlando, FL 32812
Office: 407-810-6596
Fax: 407-273-1225

BUCKALEW
hospitality

Introduction

Buckalew Hospitality was commissioned by the Seminole County Convention and Visitor's Bureau to conduct a third party random sampling of the Scottish Highland Games. The purpose of the survey was to measure the impact the games had on the Seminole County hotel industry.

The survey was conducted on-site at the 2008 Scottish Highland Games. Two surveyors were used to engage the participants in a series of questions. The surveyors were positioned inside the main entrance to the games. Those surveyed were chosen at random and no profiling was used to qualify the attendee. The randomly selected attendees were asked 3 – 4 questions. They were surveyed as they entered the gate. The survey was conducted from 8am until 3:30pm on January 19, 2007 and 8am until 3:30pm on January 20, 2007. No particular demographic information was gathered and anyone willing to answer the questions of the surveyor was used.

The surveyors questioned 1578 attendees over two days. This amount was used in order to get a fair assumption of the presumed 10,000 people expected in attendance each day. The numbers here should represent approximately 8 percent of the total attendance.

The Survey

The survey consisted of three questions and one follow up question to those who qualified. The first question asked the attendee to estimate their distance from their home that they traveled to the event. 4 choices were given: 0-10 miles, 11-50 miles, 51-200 miles and over 200 miles. The breakdown of this category was to represent, Seminole county residents, greater Central Florida residents, Florida Residents, and out of State residents. The results will be discussed below.

The second question asked the attendee if this was their first time to the event or not. A simple yes or no answer was gathered. The results of this question will be discussed below.

The third question asked the attendee if they were staying at a hotel while attending the games. If they answered no the survey was completed. If they answered yes the surveyor would then ask the attendee what hotel they were staying at. If they were staying outside the Seminole county area it was noted only as that. If they were staying within the Seminole County area, the particular

hotel they were staying at was noted. Only the hotels mentioned by the attendees will be addressed within the report. The attendees were given a list of forty-one Seminole County hotels to choose from, along with a do not know/remember option, RV Campground option and an Orange County hotel or Volusia County hotel option.

Weather

The weather on Saturday was a high of 74 and low of 63. There was a thick fog in the air throughout the morning hours. It was sunny throughout the afternoon hours. On Sunday the temperature started at 45 degrees. There was a fairly steady 10 mph hour wind throughout the day. The temperature approached 65 towards the afternoon. It did not rain on either of the days.

Operation of the Survey

The survey was broken up into three parts. The first part was the morning crowd, which was from 8am-10am. The second part was the mid morning crowd from 10am-12noon. The third was the afternoon crowd, which was conducted from 12:30-3:30pm. No surveys were conducted from 12noon-12:30 pm. The surveyors wore Seminole County Polo shirts to standout. The attendees were asked the questions and the surveyors jotted down their results. If a person refused to answer the survey or did not answer all of the questions, their survey was not counted.

Buckalew Hospitality

Buckalew Hospitality is a third party evaluation company. The company and the two contractors that conducted the survey are not employees of Seminole County's CVB and have no vested interest in Seminole County's Convention and Visitor's Bureau. They are also not connected with, employees or volunteers of the Scottish Highland Games or the Scottish American Society of Central Florida. They were commissioned by the Seminole County CVB.

Saturday's Results

The first breakdown will be of those attendees surveyed from 8am-10am on Saturday January 19th.

How many miles did you travel to get to the highland games?	Number of Respondents	Percentage of poling
0-10 Miles	59	35.54%
11-50 Miles	67	40.36%
51-200 Miles	28	16.87%
201 + Miles	12	7.23%
TOTAL RESPONDENTS	166	100.00%
Is this your first Scottish Highland Games?		
Yes	46	27.71%
No	120	72.29%
TOTAL RESPONDENTS	166	100.00%
Are you staying in a hotel while attending the games?		
Yes	16	9.64%
No	150	90.36%
TOTAL RESPONDENTS	166	100.00%

166 people were surveyed between the times noted above.

The second breakdown will be of those attendees surveyed from 10am-12noon on Saturday January 19th

How many miles did you travel to get to the highland games?	Number of Respondents	Percentage of poling
0-10 Miles	168	36.52%
11-50 Miles	177	38.48%
51-200 Miles	81	17.61%
201 + Miles	34	7.39%
TOTAL RESPONDENTS	460	100.00%
Is this your first Scottish Highland Games?		
Yes	194	42.17%
No	266	57.83%
TOTAL RESPONDENTS	460	100.00%
Are you staying in a hotel while attending the games?		
Yes	25	5.43%
No	435	94.57%
TOTAL RESPONDENTS	460	100.00%

460 people were surveyed between the times noted above.

The third breakdown will be of those attendees surveyed from 12:30pm-3:30pm on Saturday January 19th.

How many miles did you travel to get to the highland games?	Number of Respondents	Percentage of poling
0-10 Miles	128	42.52%
11-50 Miles	124	41.20%
51-200 Miles	35	11.63%
201 + Miles	14	4.65%
TOTAL RESPONDENTS	301	100.00%
Is this your first Scottish Highland Games?		
Yes	162	53.82%
No	139	46.18%
TOTAL RESPONDENTS	301	100.00%
Are you staying in a hotel while attending the games?		
Yes	11	3.65%
No	290	96.35%
TOTAL RESPONDENTS	301	100.00%

301 people were surveyed between the times noted above.

Sunday's Results:

The fourth breakdown will be of those attendees surveyed from 8am-10am on Sunday January 20th.

How many miles did you travel to get to the highland games?	Number of Respondents	Percentage of poling
0-10 Miles	26	29.21%
11-50 Miles	39	43.82%
51-200 Miles	22	24.72%
201 + Miles	2	2.25%
TOTAL RESPONDENTS	89	100.00%
Is this your first Scottish Highland Games?		
Yes	50	56.18%
No	39	43.82%
TOTAL RESPONDENTS	89	100.00%
Are you staying in a hotel while attending the games?		
Yes	12	13.48%
No	77	86.52%
TOTAL RESPONDENTS	89	100.00%

89 people were surveyed between the times noted above.

The fifth breakdown will be of those attendees surveyed from 10am-12noon on Sunday January 20th

How many miles did you travel to get to the highland games?	Number of Respondents	Percentage of poling
0-10 Miles	125	40.85%
11-50 Miles	130	42.48%
51-200 Miles	35	11.44%
201 + Miles	16	5.23%
TOTAL RESPONDENTS	306	100.00%
Is this your first Scottish Highland Games?		
Yes	147	48.04%
No	159	51.96%
TOTAL RESPONDENTS	306	100.00%
Are you staying in a hotel while attending the games?		
Yes	13	4.25%
No	293	95.75%
TOTAL RESPONDENTS	306	100.00%

306 people were surveyed between the times noted above.

The sixth breakdown will be of those attendees surveyed from 12:30pm-3:30pm on Sunday January 20th.

How many miles did you travel to get to the highland games?	Number of Respondents	Percentage of poling
0-10 Miles	123	48.05%
11-50 Miles	115	44.92%
51-200 Miles	15	5.86%
201 + Miles	3	1.17%
TOTAL RESPONDENTS	256	100.00%
Is this your first Scottish Highland Games?		
Yes	146	57.03%
No	110	42.97%
TOTAL RESPONDENTS	256	100.00%
Are you staying in a hotel while attending the games?		
Yes	2	0.78%
No	254	99.22%
TOTAL RESPONDENTS	256	100.00%

256 people were surveyed between the times noted above.

The Results of the different breakdowns

The peak time for this event was from 10am-12noon. We noticed that the closer to the event attendees lived, the later in the day they arrived. Those that lived the farthest away seemed to arrive the earliest. Regardless of the time of day, the highest concentration of attendees lived between 11-50 miles from the event. Those who had been to the event before tended to arrive earlier in the day. Those who were staying in a hotel generally arrived in the morning instead of the afternoon.

Overall Results

The next results are an overall tally for Saturday. 927 people were surveyed on Saturday.

How many miles did you travel to get to the highland games?	Number of Respondents	Percentage of poling
0-10 Miles	355	38.30%
11-50 Miles	368	39.70%
51-200 Miles	144	15.53%
201 + Miles	60	6.47%
TOTAL RESPONDENTS	927	100.00%
Is this your first Scottish Highland Games?		
Yes	402	43.37%
No	525	56.63%
TOTAL RESPONDENTS	927	100.00%
Are you staying in a hotel while attending the games?		
Yes	52	5.61%
No	875	94.39%
TOTAL RESPONDENTS	927	100.00%

The next results are an overall tally for Sunday. 651 people were surveyed on Sunday.

How many miles did you travel to get to the highland games?	Number of Respondents	Percentage of poling
0-10 Miles	274	42.09%
11-50 Miles	284	43.63%
51-200 Miles	72	11.06%
201 + Miles	21	3.23%
TOTAL RESPONDENTS	651	100.00%
Is this your first Scottish Highland Games?		
Yes	343	52.69%
No	308	47.31%
TOTAL RESPONDENTS	651	100.00%
Are you staying in a hotel while attending the games?		
Yes	27	4.15%
No	624	95.85%
TOTAL RESPONDENTS	651	100.00%

The final results are an overall tally for the event. 1578 people were surveyed in total.

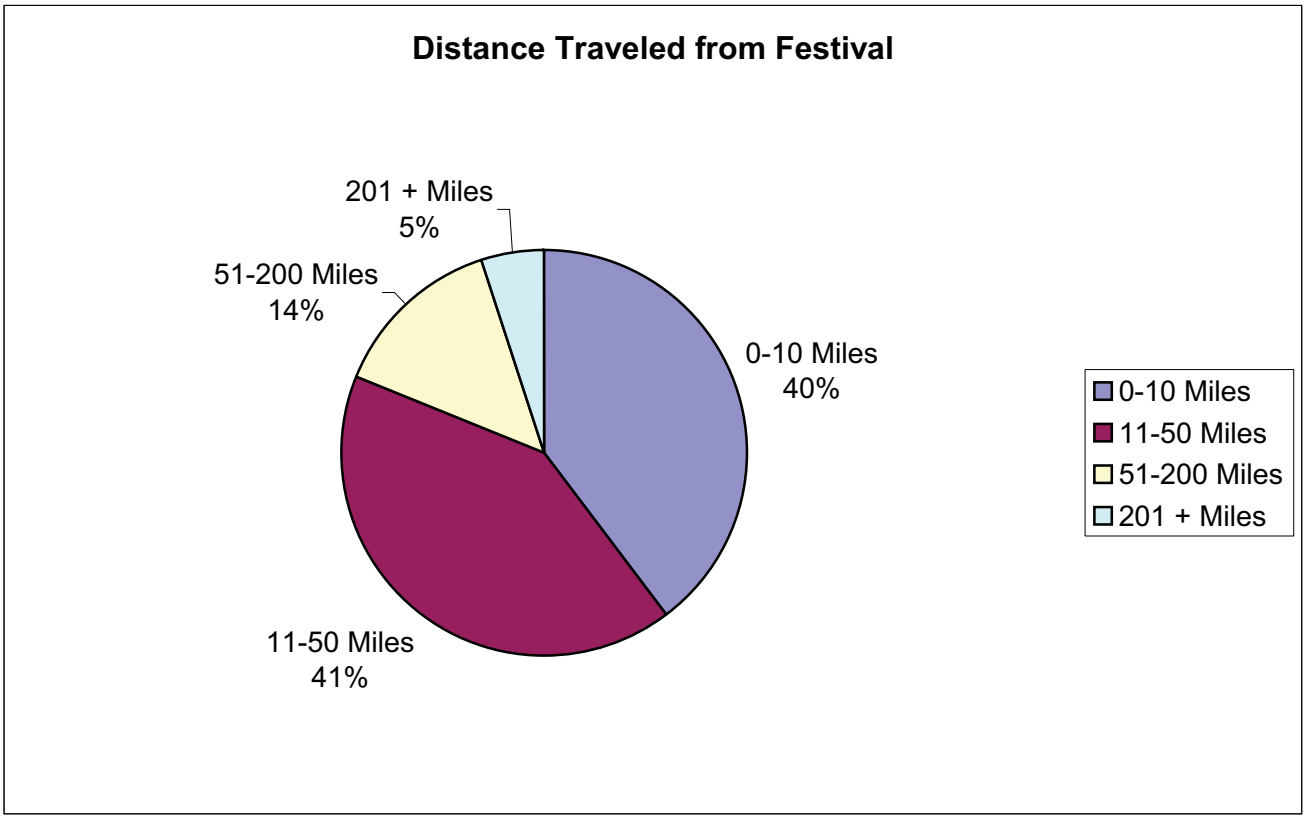
How many miles did you travel to get to the highland games?	Number of Respondents	Percentage of poling
0-10 Miles	629	39.86%
11-50 Miles	652	41.32%
51-200 Miles	216	13.69%
201 + Miles	81	5.13%
TOTAL RESPONDENTS	1578	100.00%
Is this your first Scottish Highland Games?		
Yes	745	47.21%
No	833	52.79%
TOTAL RESPONDENTS	1578	100.00%
Are you staying in a hotel while attending the games?		
Yes	79	5.01%
No	1499	94.99%
TOTAL RESPONDENTS	1578	100.00%

Observations:

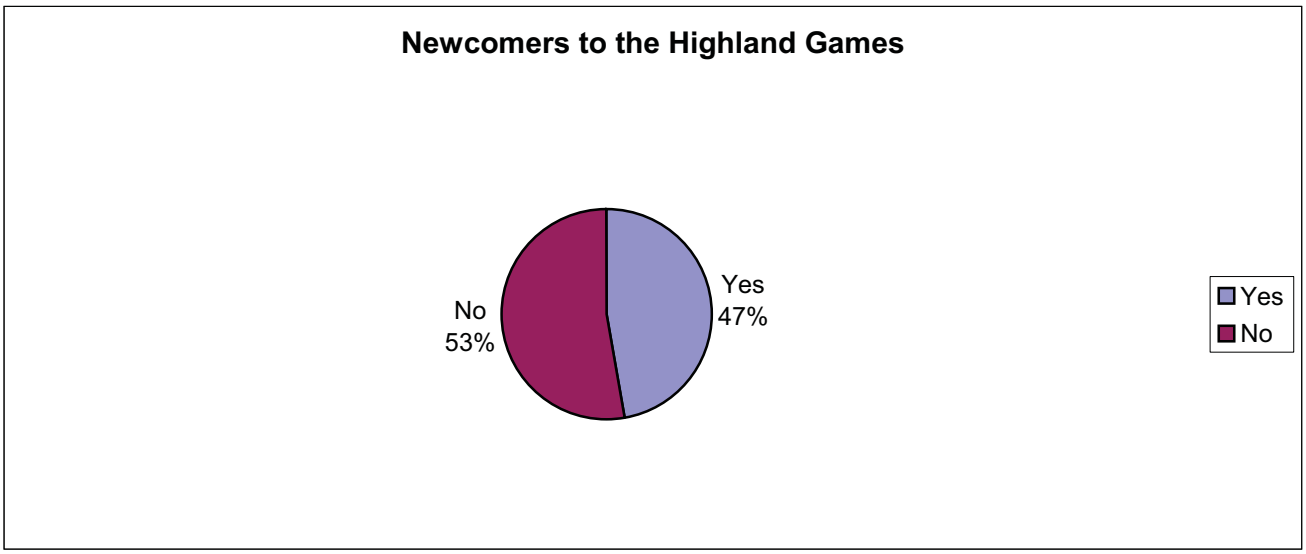
The surveys were conducted over the same amount of time on both days and resulted in a significant amount less participants on Sunday. Sunday also saw a 1.44% decrease in the amount of hotel rooms used. Those surveyed on Saturday were not resurveyed on Sunday, which could make up for the decrease in participants. There was a significant difference in the amount of participants traveling a distance of over 51 miles on Sunday. 4.53 percent more participants traveled the greater distance on Sunday. It can be noted that this weekend was part of the three day Martin Luther King Day weekend. It should be noted that 2008 was the first year in which the games were expanded to two days. The additional day was Sunday. Sunday saw a higher percentage of new participants over Saturday.

Overall Results:

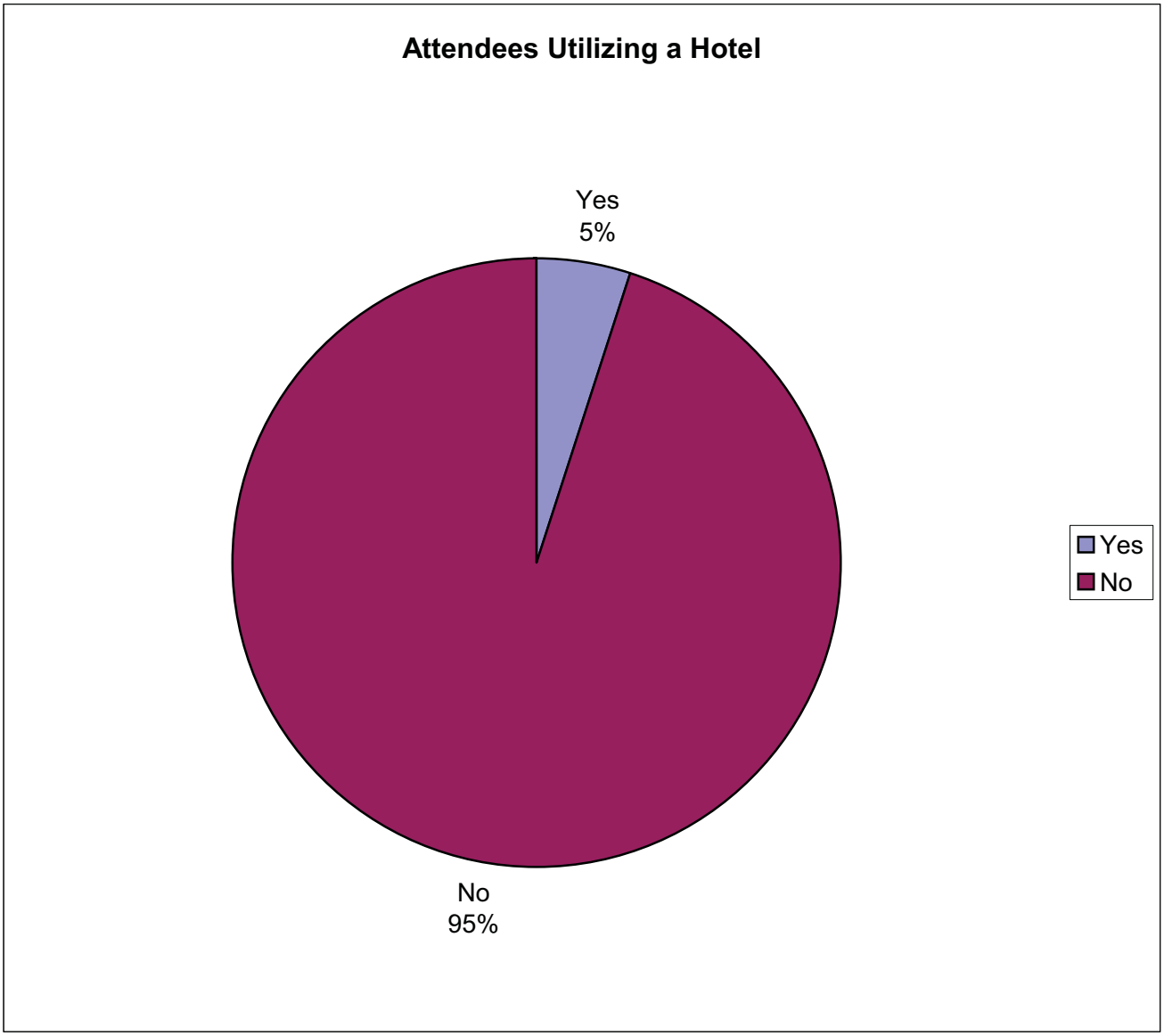
The figure below is a pie graph description displaying how many miles the attendees traveled to get to the games.



The pie graph below is a visual representation of whether the attendee was at the Scottish Highland games for the first time or if they have been here previously.



The pie graph below answers the question of whether the attendee is utilizing a hotel while attending the Scottish Highland Games.



This question does not necessarily mean the attendee is staying at a Seminole County hotel while in town. That will be addressed in the following tables and graphs.

Hotel Breakdown

79 respondents stated that they were staying in a hotel/rv park while attending the games.This is an increase in 18 actual rooms from last but a decrease in the percentage of rooms used compared to total participants. Last year, 6.10% of respondants polled stated they were utiliing a hotel while in attendeance of the games compared to 5.01% this year.

When the attendee responded that they were utilizing a hotel, the surveyor would follow up to find out which hotel was being used. Below is a graph that shows the specific hotels that respondents stated they were staying at. Only the hotels mentioned by the respondents are represented in the graphs and charts below

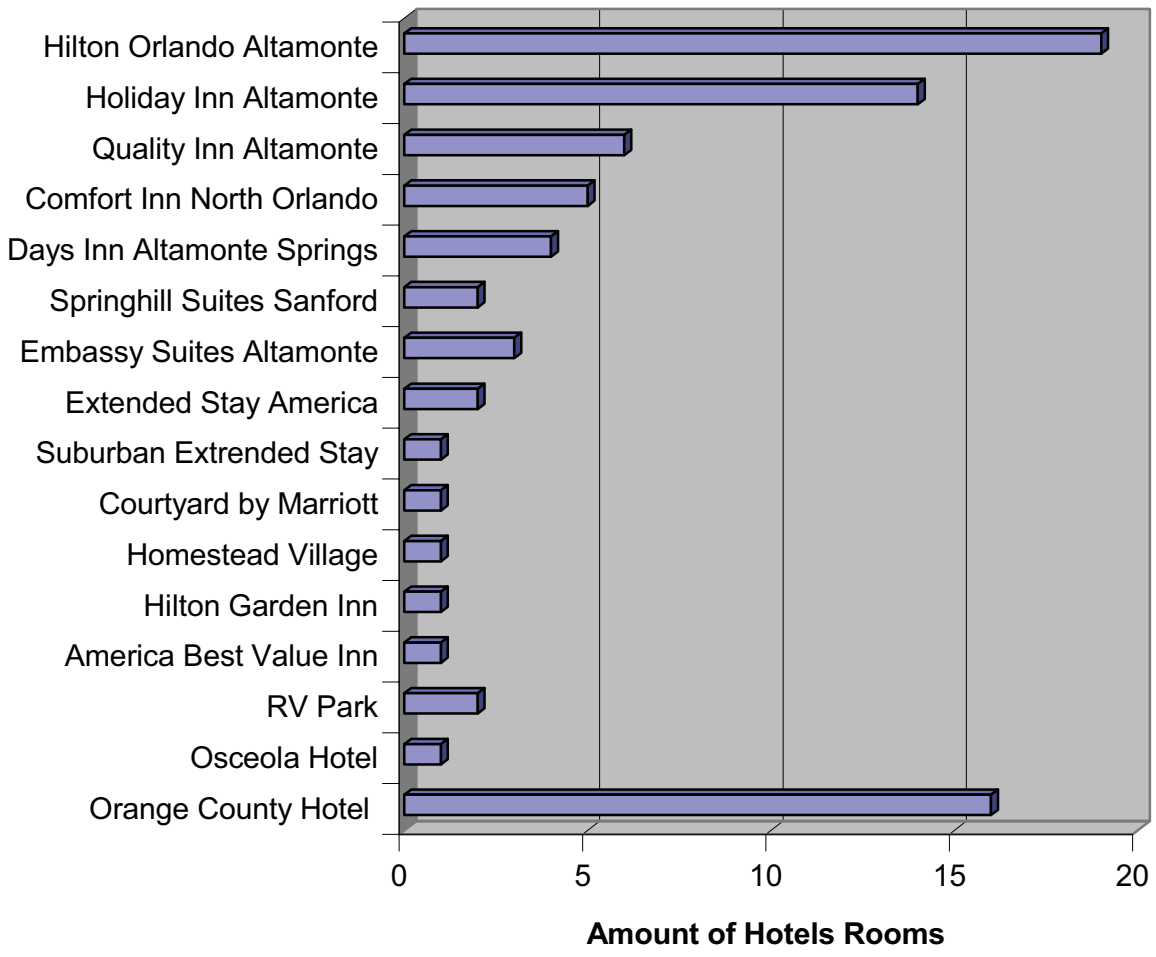
Of those staying in a hotel where were they staying

Orange County Hotel	16	20.25%
Osceola Hotel	1	1.27%
RV Park	2	2.53%
America Best Value Inn	1	1.27%
Hilton Garden Inn	1	1.27%
Homestead Village	1	1.27%
Courtyard by Marriott	1	1.27%
Suburban Extended Stay	1	1.27%
Extended Stay America	2	2.53%
Embassy Suites Altamonte	3	3.80%
Springhill Suites Sanford	2	2.53%
Days Inn Altamonte Springs	4	5.06%
Comfort Inn North Orlando	5	6.33%
Quality Inn Altamonte	6	7.59%
Holiday Inn Altamonte	14	17.72%
Hilton Orlando Altamonte	19	24.05%
TOTAL	79	100.00%

Findings:

Other findings include: 62 of the 79 respondents are utilizing a Seminole County accommodation. This represents 78 percents of those whom responded that they were utilizing hotels while attending the games. This is an increase of 11 percent and 21 actual rooms from last year's figures. This also represents 3.93% percent of the 1578 polled used a Seminole county hotel while attending the games. The findings included 16 people who stated they were staying at an Orange County hotel and one that stated they were staying in an Osceola Hotel. The most popular hotel mentioned in Seminole County was the Hilton Orlando Altamonte, which was the host hotel for this event. 2 respondents also mentioned that they were utilizing RV or Campground accommodations while attending the games.

The next display is a bar graph illustration of the different hotels mentioned by the respondents



BUCKALEW hospitality

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Release of Water and Sewer Cash Maintenance Bond - Traditions at Alafaya Phase 1

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

AUTHORIZED BY: John Cirello **CONTACT:** Becky Noggle **EXT:** 2143

MOTION/RECOMMENDATION:
Approve release of the original Water & Sewer Cash Maintenance Bond in the amount of $11,973.98 for the project known as Traditions at Alafaya Phase 1.

District 1 Bob Dallari Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division.

Release Cash Maintenance Bond (Tradition Alafaya Ltd.) in the amount of $11,973.98 for the water and sewer which was accepted by submission into County Records Memorandum dated January 27, 2006, for the project known as Traditions at Alafaya Ph 1.

STAFF RECOMMENDATION:
Staff Recommends that the Board approve the release of the original Water & Sewer Cash Maintenance Bond in the amount of $11,973.98 for th project known as Traditions at Alafaya Phase 1.

ATTACHMENTS:

1. Original Cash Maint Bond

Additionally Reviewed By:
No additional reviews

B S P

February 5, 2008

Ms. Becky Noggle
Seminole County
Environmental Services
500 West Lake Mary Blvd.
Sanford, FL 32773

RE: Cash Maintenance Bond/Tradition Alafaya, Ltd.

Becky:

Per instructions in the attached letter that we received from your department, please accept this letter as a request to release the Cash Maintenance Bond for Tradition Alafaya, Ltd.

If you need any additional information, please feel free to contact us.

Thank you,

Stephen R. Walsh
Partner

Broad Street Partners, LLC
250 Park Avenue South, Suite 200, Winter Park, Florida 32789
407/647.3290 Fax 407/647.7865

Real Estate Investment and Development

December 28, 2007

Tradition Alafaya Ltd.
250 Park Ave South
Suite 200
Winter Park, FL 32789

Re: Cash Maintenance Bond

Project Name: Traditions @ Alafaya Ph 1
CK# 2495
Amount: $11,973.98
District #1

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **12/11/07** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **12/11/07**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

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

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Chip Tyre
Sr. Utilities Inspector

c: Project File

WATER AND SEWER IMPROVEMENTS CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Tradition Alafaya Ltd., as PRINCIPAL is held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of Eleven thousand, nine hundred seventy ~~three~~ DOLLARS ($11,973.98), which sum has been deposited in escrow with SEMINOLE COUNTY in accordance with the provisions of a Maintenance and Escrow Agreement of even date which is attached hereto and made a part hereof by reference, does bind Tradition Alafaya, Ltd, _____, respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the water and sewer improvements made as shown on Subdivision Plans and Specifications dated April 30, 2004 including surveying, engineering, and land clearing, for The Tradition at Alafaya PUD ~~Subdivision~~ shall be maintained by the PRINCIPAL for a period of two (2) years or for any extension thereof agreed to by SEMINOLE COUNTY, and if all costs incurred in connection with the maintenance of said improvements shall be made and shall be paid in full, and in accordance therewith and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

DATED January 17, 2006

250 Park Ave South Suite 200
Address
Winter Park, Fl 32789

TRADITION Alafaya Ltd. (PRINCIPAL)
By: Ken L. Kuyp (Signature)
Its A MANAGER (Title)

[CORPORATE SEAL]

Tonya Sanderson
MY COMMISSION # DD234890 EXPIRES
July 27, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

ATTEST:

_____

(CORPORATE SEAL)

By: _____

Date: 1/17/06

I HEREBY CERTIFY that, on this 17 day of Jan., 2006, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ken Kupp and —, as President and Secretary, respectively, of Tradition Alafaya, Ltd a ltd organized under the laws of the State of Florida, who are personally known to me or who have produced personal known as identification and that they did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

NOTARY SEAL

Tonya Sanderson
MY COMMISSION # DD234890 EXPIRES
July 27, 2007
BONDED THRU TROY FAIN INSURANCE, INC

Notary Public Signature

WITNESSES:

DEPARTMENT OF PUBLIC WORKS
UTILITIES DIVISION
SEMINOLE COUNTY, FLORIDA

Utilities Manager

Date: 1/24/06

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda items and approved on April 2, 1997.

ENVIRONMENTAL SERVICES
Seminole County Water and Sewer

Name CONTRAVEST INC.

Address FOR TRADITION ALAFAYA LTD.

City _____ Phone _____

Subdivision TRADITIONS @ ALAFAYA Account # _____

Cycle/Rt # _____

Lot # _____ Street # _____ Project # _____

2 YEAR MAIN BOND FOR WATER & SEWER
PLEASE PLACE INTO ESCROW.

✓ # 2495

PAID:

Miscellaneous	$	11,973.98
Water	$	
Sewer	$	
Meter Set	$	
Deposit	$	
TOTAL	$	11,973.98

BY: B.NOGGLE Blu DATE: 1/17/06

24 HOUR ADVANCED NOTICE REQUIRED BEFORE PICK UP.
Southeast Regional – Winter Park: (407) 665-2767
Greenwood – Lake Mary: (407) 321-0349
Operating Hours 8:00 am – 3:00 pm

UTILITY AGREEMENT/OFFICE USE ONLY

BCC APPROVED _____

PLACED IN ESCROW X

WHITE/OFFICE GREEN/FINANCE CANARY/DEPOSIT PINK/CONSUMER GOLD/DEVELOPMENT FILE

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Release of Water and Sewer Maintenance Bond - Isola Retail Center

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

AUTHORIZED BY: John Cirello **CONTACT:** Becky Noggle **EXT:** 2143

MOTION/RECOMMENDATION:
Approve the release of the original Water and Sewer Maintenance Bond in the amount of $979.00 for the project known as Isola Retail Center.

District 5 Brenda Carey Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division.

Release Maintenance Bond (Longwood-1 LLC) in the amount of $979.00 for the water and sewer which was accepted by submission into County Records Memorandum dated December 16, 2005, for the project known as Isola Retail Center.

STAFF RECOMMENDATION:
Staff recommends that the Board approve the release of the original Water and Sewer Maintenance Bond in the amount of $979.00 for the project known as Isola Retail Center.

ATTACHMENTS:

1. Original Maint Bond Isola Retail Center

Additionally Reviewed By:
No additional reviews

Longwood-1, LLC
P.O. Box 941483
Maitland, FL 32794-1483

February 7, 2008

Becky Noggle
500 W. Lake Mary Blvd.
Sanford, FL 32773

RE: Isola Retail Center
Bond # MB6607
Amount: $979.00
District #5

Becky,

Please release the Cash Bond on the above referenced property and mail the check to Longwood -1, LLC, P.O. Box 941483, Maitland, FL 32794-1483.

If you require additional information, please do not hesitate to contact me at 407-539-1118, ext 111.

Sincerely,

Robert E. Isola

December 28, 2007

Longwood-1 LLC
PO Box 941483
Maitland, FL 32794-1483

Re: Maintenance Bond

Project Name: Isola Retail Center
Bond# MB6607
Amount: $979.00
District #5

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **12/12/07** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **12/12/07**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

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

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Brent Keith
Sr. Utilities Inspector

c: Project File

MAINTEN...CE BOND FOR WATER AND SEWE .FACILITIES

BOND #MB6607

KNOW ALL MEN BY THESE PRESENTS:

FL 32794-1483

That we, Longwood-1, LLC whose address is PO Box 941483, Maitland, hereinafter referred to as "PRINCIPAL," and SEE ** , whose address is SEE *** , hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," in the sum of $979.00 (10% of original approved estimate or contract cost) for the payment of which we bind ourselves, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as Lot-2 Longwood-Lake Mary, a plat of which is recorded in Plat Book 64, Page 9-10, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated 06/28, 2005, and filed with the COUNTY Department of Environmental Services; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from November 29th 2005,

**Contractors Bonding and Insurance Company

***200 S. Harbor City Blvd., Suite 402, Melbourne, FL 32901

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from 11/29, 2005, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent costs. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including, specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally liable hereunder to reimburse the COUNTY the total costs thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages either direct or consequent which have been sustained on account of the failure of the PRINCIPAL to correct such defects.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 29 day of November, 2005.

Longwood-1, LLC (PRINCIPAL)

By: (Signature)

its Robert E. Isola (Title) Managing Member

PO Box 941483, Maitland, FL 32794

Address

[CORPORATE SEAL]

Contractors Bonding and Insurance Company (SURETY)

By: (Signature)

its Attorney-in-Fact

Ansgar S. Guffey & Florida Resident Agent

1560 Orange Avenue, Ste 750

Winter Park, FL 32789

200 S. Harbor

Address

[CORPORATE SEAL]

FLORIDA RESIDENT AGENT INFORMATION

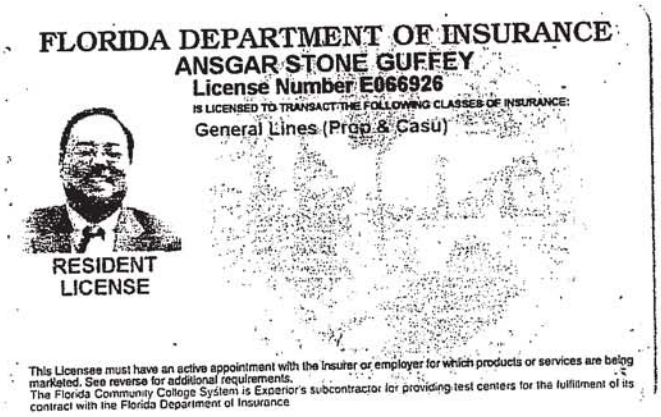
Please be aware that Ansgar Stone Guffey is licensed with the carrier that executed the attached bond(s) as a resident agent in the State of Florida. His license number is E066926.

The name, address, telephone and fax number is:

Sellers Kuykendall, LLC
1560 Orange Avenue, Suite 750
Winter Park, FL 32789
Phone: 407-894-5431 Fax: 407-629-6378

The attached bond is countersigned by:

Ansgar Stone Guffey


FLORIDA DEPARTMENT OF INSURANCE
ANSGAR STONE GUFFEY
License Number E066926
IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE:
General Lines (Prop & Casu)
RESIDENT LICENSE
This Licensee must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.
The Florida Community College System is Experior's subcontractor for providing test centers for the fulfillment of its contract with the Florida Department of Insurance

VOID UNAUTHORIZED COPY

BONDS cbic INSURANCE

LIMITED POWER OF ATTORNEY

Not Valid for Bonds Executed On or After: JANUARY 31ST, 2006

Power of Attorney Number: 948126

READ CAREFULLY – to be used only with the bond specified herein

Only an unaltered original of this Power of Attorney document is valid. A valid original of this document is printed on gray security paper with black and red ink and bears the seal of Contractors Bonding and Insurance Company (the "Company"). The original document contains a watermark with the letters "cbic" embedded in the paper rather than printed upon it. The watermark appears in the blank space beneath the words "Limited Power of Attorney" at the top of the document and is visible when the document is held to the light. This document is valid solely in connection with the execution and delivery of the bond bearing the number indicated below, and provided also that the bond is of the type indicated below. This document is valid only if the bond is executed on or before the date indicated above.

KNOW ALL MEN BY THESE PRESENTS, that the Company does hereby make, constitute and appoint the following: MARTHA L. GRAY, RICHARD M. LARUE, JR. and ANSGAR S. GUFFEY its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on behalf of the Company: (1) any and all bonds and undertakings of suretyship given for any purpose, provided, however, that no such person shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of $10,000,000, and provided, further, that no Attorney-in-Fact shall have the authority to issue a bid or proposal bond for any project where, if a contract is awarded, any bond or undertaking would be required with penal sum in excess of $10,000,000; and (2) consents, releases and other similar documents required by an obligee under a contract bonded by the Company. This appointment is made under the authority of the Board of Directors of the Company.

CERTIFICATE

I, the undersigned secretary of Contractors Bonding and Insurance Company, a Washington corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked, and, futhermore, that the resolutions of the Board of Directors set forth on the reverse are now in full force and effect.

Bond Number MB6607

Signed and sealed this 29TH day of NOVEMBER, 2005

R. Kirk Eland, Secretary

CBIC • 1213 Valley Street • P.O. Box 9271 • Seattle, WA 98109-0271
(206) 622-7053 • (800) 765-CBIC (Toll Free) • (800) 950-1558 (FAX)

PoaLPOA.07-US051104

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Release of Water and Sewer Performance Bond - Aloma Park Center

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

AUTHORIZED BY: John Cirello **CONTACT:** Becky Noggle **EXT:** 2143

MOTION/RECOMMENDATION:
Approve the release of the original Water and Sewer Performance Bond in the amount of $83,493.88 for the project known as Aloma Park Center.

District 1 Bob Dallari Bob Briggs

BACKGROUND:

The Water and Sewer Performance bond has been replaced with a Two (2) year Cash Maintenance Bond with Escrow Agreement (Aloma Park Center Parcel A, LLC).

The project know as Aloma Park Center was accepted by submission into County Records Memorandum on February 15, 2008.

STAFF RECOMMENDATION:
Staff recommends that the Board approve the release of the original Water and Sewer Performance Bond in the amount of $83,493.88 for the project known as Aloma Park Center.

ATTACHMENTS:

1. Original Performance Bond

Additionally Reviewed By:
No additional reviews

Bond No. 54-167317

APPROVED FORMS, CHECKLISTS, PROCEDURES AND ILLUSTRATIONS

PERFORMANCE BOND (Water and Sewer Systems)

KNOW ALL MEN BY THESE PRESENTS:

That we, Wilson & Company, Inc., hereinafter called the "Principal", and United Fire & Casualty Company, a surety company authorized to do business in the State of Florida, hereinafter called "Surety" are held and firmly bound to Seminole County, a political subdivision of the State of Florida, in the full and just sum of $83,493.88------, lawful money of The United States of America, to be paid to the Board of County Commissioners of Seminole County, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has as a condition precedent to the approval by Seminole County of a plat of a certain subdivision known as Aloma Park Center has covenanted and agreed with Seminole County to construct sewer systems and water distribution systems, ----------, ~~and other improvements~~ (delete inapplicable improvements) based upon development plans and plans and specifications pertaining to said subdivision, said development plans and plans and specifications being dated the 25th day of April, ~~19~~2007 and being on file with the Department of Public Works of Seminole County, Florida, and

WHEREAS, it is a condition precedent to the recording of said subdivision that this bond be executed:

NOW THEREFORE, the conditions of these obligations are such that if the bounden Principal shall construct the aforesaid improvements in accordance with any date prescribeed in the approved development plans and plans and specifications dated the 25th day of April, ~~19~~2007 or within two (2) years of the date of approval, whichever occurs first, and shall in every respect fulfill its, his, their obligations under the development plans and plans and specifications, and shall indemnify and save harmless Seminole County against or from all claims, costs, expenses, damages, injury, or loss, including engineering, legal and contingent costs which Seminole County may sustain on account of the failure of the Principal to perform in accordance with the developments plans and plans and specifications within the time therein specified, then this obligation to be void; otherwise to be and remain in full force and virtue.

The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the construction work required by the developments plans or plans and specifications above referred to, within the time specified, the Surety upon forty-five (45) days written notice from Seminole County, or its authorized agent or officer, of the default, will forthwith perform and complete the aforesaid construction work and pay the cost thereof, including, but not limited to engineering, legal and contingent costs. Should the Surety fail or refuse to perform and complete the said improvements, Seminole County, in view of the public, interest, health, safety and welfare factors involved and the inducement in approving and

filing the said plat, shall have the right to resort to any and all legal remedies against the Principal and the Surety, or either, both at law and in equity, including specifically specific performance, to which the Principal and Surety unconditionally agree.

The Principal and the Surety further jointly and severally agree that Seminole County, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the Principal should fail or refuse to do so. In the event Seminole County should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally liable hereunder to reimburse Seminole County the total cost thereof, including, but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to carry out and execute all the provisions of said agreement.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 24th day of August, ~~19~~2007

Address:
1221 East Broadway St.
Suite 100
Oviedo, FL 32765

Wilson & Company, Inc. (SEAL)
Principal
By: [signature], Its President
(if corporation)
ATTEST: Wilson Company, Inc.
Its [signature]
(if corporation)
CORPORATE SEAL

United Fire & Casualty Company
Surety
By: [signature] Teresa L. Durham*
Its Attorney-in-Fact & FL Licensed Resident Agent*
ATTEST: [signature]
Patricia L. Slaughter

Address:
118 Second Avenue SE
Cedar Rapids, IA 52401

(App E, LDC, through Supp 16; Ord. No. 95-4, § 16, 6-26-95)

*Inquiries: (407) 786-7770

UNITED FIRE & CASUALTY COMPA
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint LESLIE M DONAHUE, OR KIM E NIV, OR JEFFREY W REICH, OR SUSAN L REICH, OR TERESA L DURHAM, OR PATRICIA L SLAUGHTER, OR J GREGORY MACKENZIE, OR WALTER N MYERS, OR GLORIA A RICHARDS, OR DON BRAMLAGE OF DAYTONA BEACH FL, ALL INDIVIDUALLY of MAITLAND FL

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of May, 2007

UNITED FIRE & CASUALTY COMPANY

By Dennis J. Richmann

Vice President

State of Iowa, County of Linn, ss:

On 15th day of May, 2007, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

MICHELLE WILSON
COMMISSION NUMBER 704745
MY COMMISSION EXPIRES
7-14-09

Michelle Wilson

Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 24th day of August 20 07.

Secretary

BPOA00190706

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Authorization to Advertise and Schedule a Public Hearing for Amendments to the Seminole County Code Creating Part 5 Establishing the Legal Basis to Exercise Authority and Legal Responsibility to Remove Event Generated Debris from Private Property

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

AUTHORIZED BY: John Cirello **CONTACT:** Richard Meinert **EXT:** 2251

MOTION/RECOMMENDATION:
Authorize scheduling and advertising a Public Hearing for the proposed Ordinance amending Chapter 235 Seminole County Code authorizing the removal of private property debris during post-disaster environments for eligibility of FEMA assistance.

County-wide Richard Meinert

BACKGROUND:

The removal of debris from private property may be in the public interest when it is required to eliminate or lessen an immediate threat to life, health and safety, to reduce a threat of additional damage to improved property, or to promote economic recovery of the community at large. A public hearing is requested for the Board to consider changes to Seminole County Code, Chapter 235. The proposed changes to the County Code establishes the legal basis to exercise authority and legal responsibility to remove event-generated debris from private property.
The proposed Ordinance is consistent with the FEMA Disaster Specific Guidance #05, Public Assistance Program.

Environmental Services Staff is requesting authorization to advertise for a Public Hearing on the above amendments to the Seminole County Code.

STAFF RECOMMENDATION:
Staff recommends authorization to advertise and schedule a Public Hearing for Amendments to the Seminole County Code Creating Part 5 Establishing the Legal Basis to Exercise Authority and Legal Responsibility to Remove Event Generated Debris from Private Property.

ATTACHMENTS:

1. Ordinance

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

ORDINANCE NO. 2008-_____ SEMINOLE COUNTY, FLORIDA

AN ORDINANCE AMENDING CHAPTER 235, SEMINOLE COUNTY CODE, BY CREATING PART 5 "REGULATIONS OF WASTE GENERALLY"; PROVIDING A TITLE; PROVIDING THE INTENT AND PURPOSE; PROVIDING AUTHORITY; PROVIDING DEFINITIONS; PROVIDING FOR PRIVATE ROADWAYS; PROVIDING FOR WAIVERS; PROVIDING FOR INDEMNIFICATION AND HOLD HARMLESS; PROVIDING FOR EMERGENCY ROADWAY CLEARANCE; PROVIDING FOR PRIVATE PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County of Seminole is a political subdivision located within the State of Florida and often subject to major or catastrophic storm events and natural disasters potentially including those of human origin; and

WHEREAS, such events and disasters may on occasion cause the County or specific geographical areas within the County to experience widespread damage and destruction; and

WHEREAS, if the damage is significant and widespread, there will be a substantial benefit to the County's recovery plan to remove debris in order to restore emergency services, utilities and protect life and property; and

WHEREAS, it may be difficult if not impossible for private property owners of the County to clear property quickly and effectively; and

WHEREAS, it is the County's duty, under certain terms and conditions, to clear and remove debris which will cause significant and immediate harm to the health, safety and welfare of the inhabitants of the County; and

WHEREAS, the provisions of this Ordinance are consistent with the provisions of the Seminole County Comprehensive Plan; and

WHEREAS, the Seminole County Home Rule Charter requires that an Economic Impact Statement be prepared to address the potential impacts and economic costs of this Ordinance upon the public and taxpayers of Seminole County and such Economic Impact Statement has been prepared and made available for such public review and copying prior to the enactment of this Ordinance in accordance with provisions of the Seminole County Home Rule Charter,

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

SECTION 1. Part 5, Chapter 235 of the Seminole County Code is hereby created to read as follows:

PART 5. DEBRIS REMOVAL FROM PRIVATE STREETS, ROADS, ROADWAYS AND PRIVATE PROPERTY.

Sec. 235.91. Intent and Purpose.

After declaration of a disaster in accordance with Code Sec. 72.5, the primary mission of the County will be to protect lives and property, restore governmental services and clear public streets. Depending on the magnitude of the disaster and after accomplishment of the primary mission, resources may be available to the County that may not be available to a private property owner. The intent and purpose of this Part is to establish a process by which the County may evaluate and, if necessary, remove debris from along privately owned streets, roads, roadways, and other private property in the event of an immediate threat to life, public health and safety after a significant disaster. While the County recognizes that, as a general proposition, the removal of debris from private property is the responsibility of the property owner, there are occasions when,

because of the magnitude of the disaster and the threat posed to life, health, and safety, there may be a compelling need to remove debris from private streets, roads, and roadways and other private property as described in this Part.

Sec. 235.92. Definitions. As used in this Part, the following terms shall have the following meanings, unless the context clearly otherwise requires:

(a) "Access Properties" means access to the properties depicted on the map entitled "Maintained Roads Map", as it may be amended from time to time, maintained by and in the custody of the County Public Works Department, and incorporated herein as if fully set forth verbatim. Access shall be provided if: (1) the County is undertaking to clear and push debris in accordance with Sec. 235.965 and (2) it is reasonably possible with respect to the equipment used to provide access under the circumstances. The Maintained Roads Map represents the best efforts of the County to set forth a complete listing; however, due to the nature of the roadway system and the historical problems relating to documentation and memorialization of roadways and rights-of-way, the listing may not be all inclusive.

(b) "Debris" shall include, but is not limited to, displaced, broken, or discarded building and construction materials, garbage, vegetative matter and spoiled or ruined household goods or materials.

(c) "Private Property" means all property that is not owned or controlled by a governmental entity.

(d) "Private Streets, Roads and Roadway" shall include the rights-of-way as well as the improved surface that provides access to

residential and commercial areas as identified as "Private Roadways" in the Maintained Roads Map.

Sec. 235.93. Private Roadways.

The County shall remove Debris from Private Roadways when such Debris is determined to pose an immediate threat to the health, safety and welfare of the community. Pursuant to Code Sec. 72.7(a), the County Manager shall determine whether there is an immediate threat to the public health, safety, and welfare sufficient to warrant removal of said Debris in accordance with any one of the following standards:

(a) There is a significant likelihood that rescue vehicles will be significantly hindered from rendering emergency services to residential and commercial property should the Debris be allowed to remain in place absent County removal.

(b) The type of Debris is such that it may reasonably cause disease, illness, or sickness which could injure or adversely affect the health, safety, or general welfare of those residing and working in the area if it is allowed to remain.

(c) The clearing is necessary to effectuate orderly and expeditious restoration of County-wide utility services including, but not limited to, power, water, sewer, and telephone.

(d) The Debris is determined by the County Building Official to be dangerous or hazardous.

(e) The Debris prevents garbage collection thereby creating a public health hazard.

(f) The Debris contains contaminants which have a reasonable likelihood of leeching into the soil and/or aquifer of the County.

(g) The Debris has a substantial negative impact in preventing or adversely affecting emergency repairs to buildings and/or property.

(h) The Debris presents a reasonable danger of being transported by wind and/or water into the surrounding areas of the County and thereby increasing the cost of recovery and removal.

(i) The Debris poses a significant likelihood of, if left over time, producing mold which would be injurious to public health.

(j) The presence of the Debris significantly adversely impacts the County's recovery efforts.

(k) The Debris significantly interferes with drainage or water runoff, so as to be a significant hazard in the event of significant rainfall.

(l) The sheer volume of the Debris is such that it is impractical and unreasonable to remove in an orderly and efficient manner absent action by the County.

(m) The type, extent and nature of the Debris is such that it would cause much greater damage if the Debris was not removed immediately.

(n) Commercial or other specific areas will be cleared if, in the opinion of the County Manager, the clearance will aid the County's recovery operations or aid the health, safety, or welfare of the residents of the County.

Sec. 235.94. Waiver.

With regard to eligibility for Federal funding, the Federal Emergency Management Agency (FEMA) may waive the requirement for the County to establish the criteria listed in Code Sec. 235.93 as a

condition precedent to County action depending on the severity of the situation.

Sec. 235.95. Indemnification and Hold Harmless.

Prior to removal of Debris by the County as contemplated herein on Private Roadways and Private Property, or clearance by the County of Private Property as provided herein, the private property owner shall indemnify and hold harmless, to the maximum extent permitted by law, the Federal, State, and local government and all employees, officers and agents of the Federal, State, and local government connected with the rendering of such service.

Sec. 235.96. Emergency Roadway Clearance.

Nothing herein shall preclude a first response by the County to clear and push Debris from all roadways (both public and private) including Access Properties necessary for the movement of emergency vehicles including police, fire and ambulance within the first seventy (70) hours after a disaster declaration.

Sec. 235.97. Private Property.

Nothing herein shall require the County to remove Debris from Private Property other than the Private Roadways identified above except where the severity of the situation is of such magnitude or the Debris is so widespread that it is determined by the County Manager to be a significant immediate threat to the health, safety and welfare of the County and in the overriding public interest of the County to remove Debris from such areas.

Secs. 235.98 - 235.99. Reserved.

SECTION 2. CODIFICATION. It is the intention of the Board that the provisions of this Ordinance shall become and be made a part of the Seminole County Code, and that the word "ordinance" may be changed to "section", "article", or other appropriate word or phrase and the sections of this Ordinance may be renumbered or relettered to accomplish such intention; providing, however, that Sections 2, 3, and 4 shall not be codified.

SECTION 3. 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 that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision of application, and to this end the provisions of this Ordinance are declared severable.

SECTION 4. EFFECTIVE DATE. 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.

ENACTED this _____ day of _____, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

_____
BRENDA CAREY, Chairman

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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Certificate of Public Convenience and Necessity

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

AUTHORIZED BY: John Cirello **CONTACT:** Richard Meinert **EXT:** 2251

MOTION/RECOMMENDATION:
Approve and authorize Chairman to execute Certificate of Public Convenience and Necessity for Orlando Waste Paper Company, Inc.

County-wide Richard Meinert

BACKGROUND:

Chapter 235 of the Seminole County Code authorizes the Board to regulate the collection and disposal of waste in the unincorporated county. The above company has complied with the requirements as set forth in the Seminole County Code and has requested a Certificate of Public Convenience and Necessity (COPCN) from Seminole County to perform commercial collection services of waste in the unincorporated areas of Seminole County. This firm has provided an application that indicates that they only provide recyclables collection services. Staff has verified this information through follow up investigation. This firm has provided insurance information that complies with the recent amendments to Chapter 235 of the Seminole County Code. Firms that collect only C&D Debris, Special Wastes, or Recyclables are not required to obtain a non-exclusive commercial solid waste collection franchise. These firms are required to obtain COPCNs.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize Chairman to execute Certificate of Public Convenience and Necessity for Orlando Waste Paper Company, Inc.

ATTACHMENTS:

1. Application

Additionally Reviewed By:
☑ County Attorney Review (Al Schwarz)

ENVIRONMENTAL SERVICES DEPARTMENT

SOLID WASTE MANAGEMENT DIVISION

LET IT BE KNOWN, the holder of this Certificate of Public Convenience and Necessity ("the Holder") has read and agreed to comply with the requirements and standards of service set forth in Seminole County Code Chapter 235, and all other local, state and federal regulations that apply to the proper collection and disposal of waste. The Holder has acknowledged that failure to comply with any or all of the standards or requirements set forth in Seminole County Code Chapter 235 will result in termination of this Certificate of Public Convenience and Necessity.

Company Name: Orlando Waste Paper Company, Inc.

Street Address: 2715 Staten Road

City, State & Zip: Orlando, Florida 32804

Type of Operation: Recyclable Materials

This Certificate of Public Convenience and Necessity is valid from October 1, 2007 through September 30, 2008, and is applicable to Commercial Collection Service in the unincorporated County only.

ATTEST:

_____

Maryanne Morse

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

For the use and reliance of Seminole County only, approved as to form and legal sufficiency

_____

County Attorney

Board of County Commissioners
Seminole County, Florida

By: _____

Brenda Carey, Chairman

Date: _____

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

1950 STATE ROAD 419, LONGWOOD, FL 32750 -- TELEPHONE (407) 665-8200 FAX (407) 324-5731

Seminole County

Certificate of Public Convenience and Necessity

COMPANY INFORMATION

Seminole County Code, Section 235.51 requires firms that collect waste, operate a landfill, disposal facility, recycling facility, or incinerator to posses a COPCN issued by the Board of County Commissioners. The COPCN is ***valid from October 1, 2007 through September 30, 2008.***

Please complete all application items enclosed and return with a check to cover the $100.00 application fee and $20.00 for each vehicle identified on the *Vehicle Identification List* form included. Make checks payable to Seminole County BCC-COPCN and mail to Carol Norwood, Solid Waste Management Division, 1950 State Road 419, Longwood, Florida 32750. Firms not meeting these requirements will no longer be authorized to work in Seminole County. If you have any questions, please contact Carol Norwood at 407-665-2257.

Date: 9/4/07

Company Name: Orlando Waste Paper Company, Inc.

(Ensure corporate name matches name filed with Florida Department of State, Division of Corporations)

Mailing Address: P.O. Box 787454

City: Orlando, State: Fl Zip: 32854

Site Street Address: 2715 Staten Road

City: Orlando State: FL Zip: 32804

Contact Person: (Ms) Jerry Parrish Phone: 407-299-1380 FAX: 407-295-5956

Email Address: jerryp@orlandowastepaper.com

Owner/Stockholders/5% or more: Jerry L. Vestal, Owner/President

List Prior Companies & Forms of Business:

Person responsible for quarterly reports: (Ms.) Jerry Parrish Phone: 407-299-1380

Email Address: jerryp@orlandowastepaper.com

Statement of Capability and Financial Responsibility

I certify that Orlando Waste Paper Co., Inc. is capable of performing the service(s) applied for and is Financially Responsible.

Jerry Parrish, Sales Support — 9-11-07

Signature — Date

JERRY PARRISH

Print Name above

RCVD 9-21-07

Seminole County

Certificate of Public Convenience and Necessity

TYPE OF OPERATION

Does your company collect waste in unincorporated Seminole County?
If yes, please complete information below.

COLLECTION SERVICES:
Materials Collected

SOLID WASTE:

- Furniture _____
- Garbage _____
- Rubbish _____
- Sludge _____

CONSTRUCTION & DEMOLTION DEBRIS:

- Concrete, brick and fines _____
- Wood _____
- Land Clearing Debris _____
- Asphalt _____
- Drywall _____
- Roofing Shingles _____

RECYCLABLE MATERIALS:

- Newspaper x
- Glass x
- Aluminum Cans x
- Plastic Bottles x
- Steel Cans x
- Other Plastics x
- Ferrous Metals x
- Non-Ferrous Metals x
- Corrugated Cardboard x
- Office Paper x
- Food Waste _____
- Textiles _____
- Other (specify)

SPECIAL WASTE _____

- Yard Trash _____
- White Goods _____
- Tires _____
- Other (specify) _____

HAZARDOUS WASTE:

- Biological Waste _____
- Biohazardous Waste _____
- Other (specify) _____

Does your company operate a waste management facility in unincorporated Seminole County?
If yes, please complete information below.

FACILITY:
Address: _____
City _____ Zip _____

- Equipment Parking and / or _____
- Maintenance Yard Only. _____

RECYCLING FACILITY:

- C&D Processing _____
- Materials Recovery _____
- Yard Waste/Tree Debris _____
- Disposal Facility, Specify _____

!

Materials handled at facility (list all)

Newspaper — Non ferrous Metal
Cardboard — Ferrous Metal
Office Paper — Steel Cans
Plastic — Glass
alum cans

Tons handled annually *(per material, if applicable)*

Item	*Tons per year*
See 2006 annual report attached	

Where do you deliver materials for disposal and / or processing?

Orlando Waste Paper Co. Inc
2715 Staten Road
Orlando, FL 32804

NOTE:
* Include Copies Of All Pertinent Regulatory Agency Operation Permits.
Attach additional pages as needed.

Seminole County

Certificate of Public Convenience and Necessity

COMPLIANCE AGREEMENT

NAME OF COMPANY: ORLANDO WASTE PAPER CO., INC.

I/We have received and read Chapter 235 of the Seminole County Code. I/We fully understand that I/We must abide by and incorporate the requirements and standards of service set forth in this chapter in each agreement to provide service in Seminole County. I/We understand that failure to comply with any or all of the standards or requirements set forth in Chapter 235 of the Seminole County Code will result in termination of the Certificate of Public Convenience and Necessity.

~~Owner~~ Signature _____ Date: 9/11/07

Print Name Jerry Lee Allen Date: 9/11/07

Vice-President

Notary Signature _____ Date: Sept. 11, 07

Print Name Nancy M McBride Date: 9/11/07

NANCY MCBRIDE
DD0328313
6/13/2008
(800)432-4254
Notary Assn., Inc

Seminole County

Certificate of Public Convenience and Necessity

VEHICLE IDENTIFICATION LIST

Please complete this form and include payment to cover the $20.00 per vehicle fee.

Seminole County will issue a decal for each vehicle listed below.

- The decal will be issued upon COPCN approval and is to be displayed on the driver's side of the vehicle.

Company Name: Orlando Waste Paper Co., Inc.

YEAR	MAKE	MODEL	TYPE (roll-off, etc.)	TAG NUMBER	FLEET ID NUMBER	DECAL NUMBER *For County Use Only*
2007	Mack		front-load	N094L	FL 3	
2001	Mack		Front-load	N9669L	FL 5	
2001	Mack		Front-Load	N3292L	FL 7	
2007	Hino		Box truck	W891CA	201	

Total number of vehicles:	4
X 20.00 per vehicle	20.00
Sum:	$80.00

Make copies as necessary

Seminole County

Certificate of Public Convenience and Necessity

AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF FLORIDA

COUNTY OF ORANGE

COMES NOW, Jerry Lee Allen, being first duly sworn, who deposes and says:

(1) That he/she is the Vice-President, an officer of Orlando Waste Paper Co., Inc. corporation existing under the laws of the State of Florida;

(2) That he/she is authorized to execute the Certificate Of Public Convenience And Necessity Application on behalf of the above named corporation; and

(3) That this Affidavit is made to induce Seminole County to issue a Certificate of Public Convenience and Necessity for solid waste commercial collection services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

Jerry Lee Allen, Affiant

The following Affidavit was signed, acknowledged and sworn to by Jerry L Allen

before me this 18th day of Sept, 20 07

Nancy M. McBride

Notary Public, State of Florida

My commission expires: 6/13/8

NANCY M. MCBRIDE
Comm# DD0328313
Expires 6/13/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Detail by Entity Name

Florida Profit Corporation

ORLANDO WASTE PAPER COMPANY, INC.

Filing Information

Document Number	P94000074594
FEI Number	593276128
Date Filed	10/07/1994
State	FL
Status	ACTIVE

Principal Address

2715 STATEN RD.
ORLANDO FL 32804

Mailing Address

2715 STATEN RD.
ORLANDO FL 32804

Registered Agent Name & Address

VESTAL, JERRY L
2715 STATEN ROAD
ORLANDO FL 32804 US

Name Changed: 11/12/1999

Address Changed: 11/12/1999

Officer/Director Detail

Name & Address

Title D

VESTAL, JERRY L
2715 STATEN ROAD
ORLANDO FL 32804

Title V

VESTAL, STERLING S
2715 STATEN RD.
ORLANDO FL 32804

Annual Reports

Report Year	Filed Date
2005	04/26/2005
2006	01/20/2006

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/11/2007

PRODUCER (407)898-2211 FAX (407)898-1850
Closson Insurance Agency, LLC
Post Office Box 547275
Orlando,, FL 32854-7275

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

INSURED Orlando Waste Paper Co Inc.
Container Rental Company Inc.
2751 Staten Road
Orlando, Florida 32854

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American States Insurance Co	
INSURER B: First National Insurance Co	24724
INSURER C: Continental Casualty Ins. Co.	20443
INSURER D: Associated Industries Ins Co	25372
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	01CG725686-30	03/01/2007	03/01/2008	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 200,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	25-CC-032720-3	03/01/2007	03/01/2008	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
C		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	L2076598460	03/01/2007	03/01/2008	EACH OCCURRENCE	$ 10,000,000
						AGGREGATE	$
						10,000,000	$ 10,000,000
							$
							$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	2007336350	01/01/2007	01/01/2008	[X] WC STATU-TORY LIMITS [X] OTH-ER	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

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

Re: Chapter 235 and/or this agreement as required by the COPCN or NE language.
The County, its officers and employees are additional insured.

* 10 days notice in the event of nonpayment

CERTIFICATE HOLDER

Seminole County
1101 E. 1st Street
Sanford, FL 32773

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Lenise Zika/KSS

Lenise Q. Zika

©ACORD CORPORATION 1988

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Non-Exclusive Franchise Agreements for Commercial Solid Waste Collection Services extension through September 30, 2008

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

AUTHORIZED BY: John Cirello **CONTACT:** Richard Meinert **EXT:** 2251

MOTION/RECOMMENDATION:
Approve renewal of the Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services, as amended, with Container Rental Company, Inc., for a period from October 1, 2007 to September 30, 2008.

County-wide Richard Meinert

BACKGROUND:

Firms collecting commercial garbage in unincorporated Seminole County are required to obtain Non-Exclusive Franchise Agreements for Commercial Solid Waste Collection Service (Commercial Franchise Agreement) from the County. In the Commercial Franchise Agreements, Section 2. Term, allows for the agreements to be ". . . renewed thereafter at the County's option for successive periods not to exceed one (1) year each, unless terminated as provided herein; provided, however, that the agreement shall not be extended by renewal beyond September 30, 2009." Staff is recommending renewal of the non-exclusive franchise agreement for a period of one (1) year. The renewal is for the period from October 1, 2007 to September 30, 2008. The firm submitted a timely franchise renewal application and application fees in September 2007. Staff has been working with the firm to assure that any outstanding administrative issues, including insurance concerns, were resolved before the franchise was placed before the Board of County Commissioners for renewal. The above listed firm provided complete and satisfactory Commercial Franchise Agreement renewal information to the County.

To provide additional background information on this item, a copy of the firm's Exhibit "C" Seminole County Non-Exclusive Commercial Franchise Holder Application / Annual Renewal and Update submittal is attached. Also, a copy of Container Rental's original Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service and a copy of its Amendment to Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service are attached.

STAFF RECOMMENDATION:
Staff recommends Board approve renewal of the Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Services for a period from October 1, 2007 to September 30, 2008, with Container Rental Company, Inc.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Al Schwarz)

EXHIBIT "C"
Seminole County
Non-Exclusive Commercial Franchise Holder
Application/Annual Renewal and Update Form

Container Rental Company, Inc.
Contractor

October 1, 2007 to September 30, 2008
Year of Service

The following items are required to process the Application/Annual Renewal and Update Form.
Complete all items below, attach additional sheets if necessary.

Date: 9/4/07

Company Name: Container Rental Co., Inc.

Company Address: 2715 Staten Road Orlando, FL 32804

Local Telephone Number: 407-298-8555

Designated Agent: Name: (Ms.) Jerry Parrish, Sales Support

Email Address: jerryp@orlandowastepaper.com

The Contractor shall provide the County with the following: (☒ *upon completion*)

1. ☐ **Completed, Signed, and Notarized Form - Exhibit "C"**
2. ☐ **Vehicle Equipment List** –Include the following information for each truck:
   (Year, Make, Model, Vehicle Type, License Tag Number, Vehicle ID Number)
3. ☐ **Collection Equipment List** – Include the following information for each container:
   (Type, Size, Identification Number)
4. ☐ **Certificates of Insurance**

A non-refundable Application Fee and a per Vehicle Fee based on the current Solid Waste Rate Resolution must be submitted with this form.

5. ☐ **Application Fee**
6. ☐ Per **Vehicle Fee**– Decals will be issued for each vehicle.
   (Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County)

Statement of Certification:

I certify that Container Rental Co., Inc. will abide by the terms and conditions of the Agreement.

JERRY PARRISH
Designated Agent Print Name

Jerry Parrish
Designated Agent Signature

9-11-07
Date

State of Florida
County of Orange

Acknowledged this 11th day of Sept. month, 2007 ~~2005~~.

Nancy M. McBride
Signature of Notary Public, State of Florida

Notary Seal

☒ Personally Known to Me
☐ Produced Identification

NANCY M. MCBRIDE
Comm# DD0328313
Expires 6/13/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc.

VEHICLE IDENTIFICATION LIST

YEAR	MAKE	MODEL	TYPE (front loader, roll off, etc.)	TAG NUMBER	FLEET IDENTIFICATION NUMBER	DECAL NUMBER (For County Use Only)
2006	Mack		Front-load	N5246J	CRC 2	
2005	Mack		front-load	N6992K	CRC 3	
2006	Mack		front-load	N6985K	CRC 4	
2003	Kenworth		roll-off	N5197E	32	
2003	Kenworth		roll-off	N4241E	33	
2005	Kenworth		roll-off	N9666L	34	
2005	Kenworth		roll-off	N9492F	36	
2006	Kenworth		roll-off	N2931H	38	
2007	Kenworth		roll-off	N8992K	39	

Make copies as necessary

SEMINOLE COUNTY

SEMINOLE COUNTY

CONTAINER IDENTIFICATION LIST

TYPE (roll off can, compactor, front load can– garbage, front load can-recycling, cart)	SIZE (cubic yards)	CONTAINER IDENTIFICATION NUMBER (if used by the Contractor)
roll-off	10	
" "	20	
" "	30	
" "	40	
CTI	40	
front-load	4	
" "	6	
" "	8	
" "	10	
Compactor Box	40	
Compactor	30	
"	35	

Make copies as necessary

AFFIDAVIT OF CORPORATE IDENTITY/AUTHORITY

STATE OF FLORIDA

COUNTY OF ORANGE

COMES NOW, Jerry Lee Allen, being first duly sworn, who deposes and says:

(1) That he/she is the Vice-President, an officer of Container Rental Co., Inc. corporation existing under the laws of the State of Florida;

(2) That he/she is authorized to execute the Non-Exclusive Franchise Agreement on behalf of the above named corporation; and

(3) That this Affidavit is made to induce Seminole County to issue a Non-Exclusive Franchise Agreement for commercial solid waste collection services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

Jerry Lee Allen, Affiant

The following Affidavit was signed, acknowledged and sworn to by [illegible] before me this [illegible] day of [illegible], 20[illegible]

Notary Public, State of Florida

NANCY M. MCBRIDE
Comm# DD0328313
Expires 6/13/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

My commission expires: [illegible]

Detail by Entity Name

Florida Profit Corporation

CONTAINER RENTAL COMPANY, INC.

Filing Information

Document Number	P94000083637
FEI Number	593288113
Date Filed	11/14/1994
State	FL
Status	ACTIVE

Principal Address

2715 STATEN ROAD
ORLANDO FL 32804

Mailing Address

2715 STATEN ROAD
ORLANDO FL 32804

Registered Agent Name & Address

VESTAL, JERRY L
2715 STATEN ROAD
ORLANDO FL 32804

Name Changed: 11/12/1999

Address Changed: 11/12/1999

Officer/Director Detail

Name & Address

Title D

VESTAL, JERRY L
2715 STATEN ROAD
ORLANDO FL 32804

Title STV

VESTAL, STERLING S
2715 STATEN RD.
ORLANDO FL 32804

Annual Reports

Report Year	Filed Date
2005	04/26/2005
2006	01/20/2006

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/15/2008

PRODUCER (407)898-2211 FAX (407)898-1850
Closson Insurance Agency, LLC
Post Office Box 547275
Orlando,, FL 32854-7275

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

INSURED Orlando Waste Paper Co Inc.
Container Rental Company Inc.
2715 Staten Road
Orlando, Fl 32854

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American States Insurance Co	
INSURER B: First National Insurance Co	24724
INSURER C: Continental Casualty Ins. Co.	20443
INSURER D: Associated Industries Ins Co	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A		GENERAL LIABILITY	01CG725686-30	03/01/2007	03/01/2008	EACH OCCURRENCE	$	1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$	200,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$	10,000
						PERSONAL & ADV INJURY	$	1,000,000
						GENERAL AGGREGATE	$	2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$	2,000,000
		POLICY X PRO-JECT LOC						
B		AUTOMOBILE LIABILITY	25-CC-032720-3	03/01/2007	03/01/2008	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
		X ANY AUTO						
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$	
		SCHEDULED AUTOS						
		X HIRED AUTOS				BODILY INJURY (Per accident)	$	
		X NON-OWNED AUTOS						
						PROPERTY DAMAGE (Per accident)	$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$	
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$	
						AGG	$	
C		EXCESS/UMBRELLA LIABILITY	L2097596167	03/01/2007	03/01/2008	EACH OCCURRENCE	$	10,000,000
		OCCUR CLAIMS MADE				AGGREGATE	$	
						10,000,000	$	10,000,000
		DEDUCTIBLE					$	
		X RETENTION $ 10,000					$	
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	AWC1000388	01/01/2008	01/01/2009	WC STATU-TORY LIMITS / OTH-ER		
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$	500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$	500,000
						E.L. DISEASE - POLICY LIMIT	$	500,000
		OTHER						

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

Holder is additional insured. 30 day notice with no restriction of coverage and coverage in full compliance with requirements by FS440.57 and requirements of Seminole County Code, Chapter 235 and non exclusive agreement. Insurance is primary and non contributory. Additional insured includes county officials, officers an employees of the county .

CERTIFICATE HOLDER

Seminole County
1101 E. 1st Street
Sanford, FL 32773

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Lenise Zika/KSS

Lenise Q. Zika

©ACORD CORPORATION 1988

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY _____
DEPUTY CLERK

AMENDMENT TO NON-EXCLUSIVE FRANCHISE AGREEMENT FOR COMMERCIAL SOLID WASTE COLLECTION SERVICES

THIS AMENDMENT is made and entered into this 12 day of December, 2005 and is to that certain Agreement made and entered into on the 14th day of November, 2003, between **CONTAINER RENTAL CO., INC.**, whose address is 2715 Staten Road, Orlando, Florida 32804, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on November 14, 2003, to ensure that collection and transportation of commercial solid waste generated in Seminole County occurred in a manner consistent with the public interest and in compliance with applicable Federal, State and local laws and regulations; and

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

WHEREAS, Section 31 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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

1. Section 17 of the Agreement is amended to read:

Section 17. Spillage and Litter.

(a) General. The Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during collection services. The Contractor's collection vehicles shall be

equipped with containers, lids, other appropriate covering or enclosed so that leaking, spilling and blowing of litter or spillage is prevented. The Contractor shall immediately clean up all litter and spillage caused by the Contractor. The Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle and any other tools necessary to clean up any spillage or fluid leakage.

(b) Administrative Fines.

(1) Failure by Contractor to pick up or clean up the spillage of Solid Waste within two (2) hours of spillage occurrence:

$100 first incident

$250 second incident

$500 third, and each subsequent incident thereafter during the Agreement.

(2) Failure by Contractor to contain Solid Waste transported in a collection vehicle:

$100 first incident

$250 second incident

$500 third, and each subsequent incident thereafter during the Agreement.

(3) Any uncovered load shall be charged twice the regular fee charged by the County upon arrival at the Designated Disposal Facility.

(c) Truck Signage. Contractor shall, at all times, display a decal provided by the COUNTY with the following language, "Report Littering from this Vehicle to Seminole County at 407-665-2260" or other similar language provided by the County.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the

Agreement, as originally set forth in said Agreement.

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

ATTEST:

_____

(CORPORATE SEAL)

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____ 12-8-05
County Attorney
SED/lpk
5/27/05 9/27/05
am franchise agt commercial solid waste-container

CONTAINER RENTAL CO., INC.

By: _____

Date: 10-5-05

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: Dec. 12, 2005

As authorized for execution
by the Board of County Commissioners
at their Oct. 25, 2005
regular meeting.

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY
DEPUTY CLERK

NON-EXCLUSIVE FRANCHISE AGREEMENT FOR COMMERCIAL SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT made and entered into this 14 day of November 2003, between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as "County") and Container Rental Co., Inc, a Florida corporation authorized to do business in Florida, whose address is 2715 Staten Rd Orlando, FL 32804 (hereinafter referred to as "Contractor").

W I T N E S S E T H:

WHEREAS, Contractor collects and transports commercial solid waste generated in areas of unincorporated Seminole County; and

WHEREAS, the County desires to ensure that such activities are performed by a competent and qualified Contractor in accordance with applicable Federal, State, and local laws and consistent with the public interest; and

WHEREAS, Contractor is competent and qualified to provide commercial solid waste collection services and desires to provide its collection and transporting services within unincorporated Seminole County according to the terms and conditions stated herein,

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Definitions. To the extent the definitions contained herein conflict with similar definitions contained in any Federal, State or local law, the definitions herein shall prevail. However, nothing

contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to Federal, State or local law. The following terms are defined as follows:

(a) **Agreement**. This Non-Exclusive Franchise Agreement and all written amendments to it.

(b) **Biomedical Waste**. Any solid waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, human blood products and body fluids; and other materials which in the opinion of the Department of Health represents a significant risk of infection to persons outside the generating facility.

(c) **Bulky Waste.** Any non-vegetative tangible item such as furniture, grills, lawn equipment, furnaces, bicycles (excluding motorized vehicles and motors such as but not limited to cars, trucks, motorcycles and boat motors) or similar items not having a useful purpose to the owner or abandoned by the owner whose large size or weight precludes disposal by normal methods.

(d) **Collection**. The process whereby commercial solid waste is removed from the location where it is generated and transported to a County Designated Disposal Facility.

(e) **Commercial Solid Waste.** Garbage, Bulky Waste, Trash, or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at commercial businesses including, but not limited to, stores, offices, restaurants, and warehouses, governmental and institutional office

buildings, agricultural operations, industrial and manufacturing facilities, hotels, motels, condominiums, apartments, and other buildings and parcels of property that have more than four (4) Residential Units under one roof, and other sites that do not generate Residential Solid Waste. Commercial Solid Waste shall not include any material that is Special Waste or Recovered Materials.

(f) **Commercial Solid Waste Collection Service.** The collection, disposal and recycling of waste generated by a commercial property which is provided by the Contractor for a fee.

(g) **Construction and Demolition Debris (C&D).** Materials generally considered to be non-water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber from the construction or destruction of a structure as part of a construction or demolition project. Combining waste other than C&D with C&D will cause it to be classified as other than C&D.

(h) **Container.** Any open top or compactor roll-off box that is used to collect Commercial Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically or manually dumped into a loader-packer type truck.

(i) **Contract Administrator**. The County's Environmental Services Director or his/her designee with the authority to administer and monitor the provision of services set forth under this Agreement.

(j) **Contractor.** That person or entity serving as an independent contractor, including its employees, servants, partners, principals and agents that has obtained from the County a franchise to provide the services set forth in this Agreement.

(k) **County**. This term shall mean Seminole County, a political subdivision of the State of Florida.

(l) **Customer.** A Person in unincorporated Seminole County that obtains Commercial Solid Waste Collection Service from the Contractor.

(m) **Designated Disposal Facility.** The management facility designated by the County for receiving Commercial Solid Waste in accordance with this Agreement.

(n) **Garbage.** All putrescible waste, including but not limited to, kitchen and table food waste, animal, vegetative food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that falls within the definition of Special Waste.

(o) **Garbage Cart.** Any commonly available Solid Waste receptacle made of light gauge steel, plastic, or other non-absorbent material which is closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and has a capacity of at least 64 gallons.

(p) **Hazardous Waste.** Solid Waste that is regulated by the State of Florida, Department of Environmental Protection as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, State, or Federal law.

(q) **Industrial Solid Waste.** Solid Waste generated by manufacturing or industrial processes that is not a Hazardous Waste. Industrial Solid waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products

or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

(r) **Person.** A person, natural or artificial, including but not limited to, an individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.

(s) **Recovered Materials.** Materials, including but not limited to metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.

(t) **Recyclable Material.** Materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.

(u) **Residential Solid Waste.** Solid Waste originating from residential property occupied by four (4) or fewer Residential Units under one roof per parcel of land.

(v) **Residential Unit**. A structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

(w) **Service Area.** The unincorporated area of the County, as set forth in Exhibit "A," attached hereto and incorporated herein, for which the Contractor has an executed Agreement to provide Services.

(x) **Source Separated.** Recovered Materials which are separated from solid waste where the recovered materials and Solid Waste are generated. The separation of various types of recovered materials from each other is not required and de minimus solid waste, in accordance with industry standards and practices, may be included in the recovered materials. Materials are not considered Source Separated when such materials contain more than ten percent (10%) solid waste by volume or weight.

(y) **Special Waste.** Those wastes that require extraordinary management, including, but not limited to, automobiles or automobile parts, boat or boat parts, internal combustion engines, non-automobile tires, used oil, paint, sludge, dead animals, agricultural and Industrial Solid Waste, septic tank pumping, Biomedical Waste, biohazardous waste, liquid waste, waste tires, lead acid batteries, C&D, ash residue, Yard Waste and Hazardous Waste.

(z) **Trash.** Accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment, and utensils. Trash does not include Garbage or Yard Waste.

(aa) **Uncontrollable Forces.** Any event which results in the prevention or delay of performance by a party of its obligation under this Agreement which is beyond the reasonable control of the non-performing party. It includes, but is not limited to, fire, flood,

hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance and sabotage.

(bb) **Yard Waste.** All accumulations of vegetative matter from yard and landscaping maintenance such as but not limited to, leaves, grass or shrubbery cuttings and other refuse attendant to the care of lawns, shrubbery, vines, trees and tree limbs.

Section 2. Term. The term of this Agreement shall commence on October 1, 2003, and shall run through September 30, 2004, the date of signature by the parties notwithstanding, and shall be renewed thereafter at the County's option for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein; provided, however, that the Agreement shall not be extended by renewal beyond September 30, 2009.

Section 3. Commencement of Services. The services provided by the Contractor under this Agreement shall commence effective October 1, 2003.

Section 4. Services Provided by the Contractor. The Contractor is hereby granted a non-exclusive franchise to provide Commercial Solid Waste Collection Services as defined in this Agreement to the Service Area as described in Exhibit "A".

(a) Commercial Solid Waste Collection Services. The Contractor shall provide Commercial Collection Services in the Service Area in a manner ensuring that a public nuisance shall not be created and the public health, safety and welfare shall be protected. The Contractor may, at its discretion, offer services to the Customer beyond the description of services and the scope of this Agreement in the Service Area.

(1) Commercial Solid Waste Collection Service shall be scheduled for a minimum of once a week between the hours of 6:00 a.m. and 8:00 p.m. The hours of collection may be extended due to extraordinary circumstances or conditions with prior consent from the Contract Administrator. Solid waste generated or produced in unincorporated Seminole County shall be transported to and disposed of at a County Designated Disposal Facility as set forth in Exhibit "B," attached hereto and incorporated herein.

(2) Subject to other provisions of this Agreement, the size and number of the Containers or Garbage Carts and the frequency of Collection provided by the Contractor shall be determined by the Customer and the Contractor. The Contractor shall ensure that the size and number of the Containers or Garbage Carts and the frequency of the Collection service are sufficient so that commercial solid waste is not placed or stored outside the Containers or Carts.

(3) The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However, the Contractor may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of solid waste or the Customer requests the use of Garbage Carts. Containers or Garbage Carts used for Recycling Collection shall be clearly labeled for identification, education and enforcement purposes. The Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, when the Contract Administrator determines that such action is necessary for compliance with this Agreement or to protect the public health, safety, or welfare.

(4) The Contractor shall thoroughly empty all Containers or Garbage Carts. The Contractor shall not combine solid waste with Yard Waste or Recyclable Material.

(b) Commercial Recycling Collection Services.

(1) The Contractor shall exercise best efforts to provide recycling services to its Customers, except those Customers who currently receive recycling services from another franchisee, a County Non-Exclusive Franchise Agreement, or a holder of a County Certificate of Public Convenience and Necessity.

(2) Recyclables delivered to the Seminole County Central Transfer Station must be collected in two (2) streams: (1) a fiber stream consisting of newspaper, magazines, and catalogs; and (2) a commingled container stream consisting of plastic bottles, Numbers 1 through 7, clear, green, and brown glass bottles and jars, aluminum and steel cans to be consistent with the County's transfer and processing of recyclables.

(3) The parties recognize that the Contract Administrator may add or delete items or components deemed to constitute Recyclable Material to the County's Recycling Program. The Contractor shall not combine Recyclable Material with solid waste or Yard Waste.

(c) Commercial Yard Waste Collection Services. The Contractor shall collect Yard Waste separately from other types of Commercial Solid Waste.

Section 5. Other Waste Services. The Contractor shall not be required to collect and dispose of Biohazardous Waste, Biological Waste, Biomedical Waste, Hazardous Waste or Special Waste (except Yard Waste); however, the Contractor may offer these Services in its Service Area.

Collection and disposal of the wastes identified in this section are not regulated under this Agreement. If these services are provided by the Contractor they shall be in strict compliance with all Federal, State, local laws and regulations.

Section 6. Contractor's Rates, Billing Collection and Method of Collection.

(a) The Contractor shall be solely responsible for the billing and collection of Commercial Solid Waste Collection Service rates to the customer. Services shall be solely billed and collected by the Contractor at a rate to be agreed upon between the Contractor and the Customer.

(b) The Contractor may, at the Contractor's discretion, terminate any Services for Customers failing to pay for Services.

Section 7. Fees.

(a) Franchise. The Contractor shall pay the County the franchise fee, if any, in effect at the time of collection for all commercial solid waste collected in the Service Area. The monthly payment shall be based on the Commercial Solid Waste Collection Service provided by the Contractor during the preceding month. The monthly Franchise Fee payment shall be delivered to the Contract Administrator no later than twenty (20) days after the end of the month when the Contractor's service was provided.

(b) Tipping. Subject to the provisions herein, the Contractor shall pay to the County the tipping fee, if any, in effect at the time of disposal, for each ton of Commercial Solid Waste delivered by the Contractor to the Designated Facility.

Section 8. Certification and Renewal Fees. The Contractor shall initially and annually submit a Seminole County Non-Exclusive Franchise Holder Application/Annual Renewal and Update Form, attached hereto and incorporated herein as Exhibit "C," for the collection of commercial solid waste. Said form shall be submitted annually or on or before September 30th following the execution of the Agreement. The County may, by duly adopted resolution, amend the application and vehicle fees.

Section 9. Default and Termination of Agreement.

(a) The County may terminate this Agreement by giving the Contractor thirty (30) days written notice upon the occurrence of any of the following:

(1) The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the County pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto, whether such default is considered minor or material, and said default is not cured within thirty (30) days of receipt of written notice by the Contractor of the County's written notice to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from the Contract Administrator to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate [a] that the default cannot be cured within thirty (30)

(b) Conditions beyond the control of the Contractor are not conditions of default including riots, acts of God, war, governmental laws, regulations or restrictions.

Section 10. Designated Disposal Facilities Calculation. In any year during the Agreement, if the Contractor collects or receives commercial solid waste generated or produced in the Service Area, but the Contractor fails to deliver the commercial solid waste to the Designated Disposal Facility, as required herein, the Contractor shall: (a) pay the County for the shortfall in tonnage; or (b) demonstrate that the shortfall in tonnage resulted from changes to the Contractor's business in the Service Area. The following formula shall be used to calculate the amount to be paid the County:

$$2 \times (TT-AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of commercial solid waste that should have been delivered to the Designated Facility during the year, (AD) is the amount of commercial solid waste that the Contractor delivered to the Designated Disposal Facility during the year, (TF) is the average tipping fee that the County charged during the year for the disposal of Solid Waste at the Designated Disposal Facility, and (AO) is the amount due the Contractor to the County. The average tipping fee (TF) for the year shall be determined by: (a) identifying the tipping fee for solid waste in effect at the Designated Disposal Facility on the first day of each month during the preceding calendar year; (b) adding these twelve (12) monthly values; and (c) dividing by twelve (12). The amount owed the County shall be two (2) times the value of the waste delivery shortfall calculation.

Section 11. Collection Equipment.

(a) The Contractor shall provide at all times and in good working condition collection equipment, meeting industry standards, sufficient to permit the Contractor to efficiently and safely perform the Services specified herein. Upon execution of this Agreement and annually thereafter, the Contractor shall provide to County and maintain a list of the equipment assigned by the Contractor to provide Services under this Agreement. The list shall include the year, make, model, vehicle type, license tag number and fleet identification number for each vehicle. All trucks and auxiliary equipment will be regularly maintained in a manner necessary to prevent discharge of collected material, automotive fluids and hydraulic fluids into the environment. The collection equipment list shall include all Containers and Garbage Carts used in the Service Area, listing the type and size of container and the identification number (if any) for each Container or Garbage Cart.

(b) The Contractor shall have equipment available to ensure that the Contractor can adequately and efficiently perform the duties specified in this Agreement at all times. The Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

(c) Equipment Markings. Equipment is to be maintained in a safe working condition and shall prominently display the name and telephone number of the Contractor and vehicle number on each side of all collection vehicles in letters of not less than twelve (12) inches in

size. The rear of the vehicle shall display signs warning the public of frequent stops. All vehicles shall be numbered and a record kept of each vehicle to which each number is assigned. The Contractor shall affix on the Contractor's trucks non-transferable decals issued by the County. These decals shall identify the Contractor as a County franchise with the right to provide Commercial Solid Waste Collection Service in unincorporated Seminole County. The decals shall be re-issued annually on or about September 30th to the Contractor upon renewal of the Agreement.

Section 12. Office.

(a) The Contractor shall maintain, at its expense, an office within the geographic area of Seminole County where service inquiries and complaints can be received or, in the alternative, a toll-free telephone access for Customers residing within the Service Area. The Contractor's office shall be equipped with sufficient telephones and shall have responsible persons on duty during operating hours and shall be open during the normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. The Contractor shall provide either a telephone answering service or mechanical device to receive service inquiries and complaints during all times when telephones are not answered by Contractor employees.

(b) Emergency Contact. The Contractor shall provide the Contract Administrator with the name and telephone number of an emergency contact person who can be reached outside of the required office hours. The contact person must have the ability to authorize Contractor operations in case of County direction in situations requiring immediate attention.

(c) Designation of Agent. The Contractor shall designate in writing to the Contract Administrator annually, on or before September 30th, the person to serve as liaison between the Contractor and the Contract Administrator. The Contractor shall notify the Contract Administrator of any changes in contact personnel related to collection.

Section 13. Permits and Licenses. The Contractor shall obtain, at its expense, all permits and licenses required by law or rule and maintain the permits and licenses in full force and effect throughout the Agreement.

Section 14. Manner of Collection. The Contractor shall perform collection services with as little disturbance as reasonably possible and without obstructing roadways, driveways, sidewalks or mailboxes. The Contractor shall handle Containers and Garbage Carts with reasonable care and return them standing upright with covers in place to the approximate location from which they were collected.

Section 15. Personnel of the Contractor.

(a) The Contractor shall employ competent and qualified personnel and provide operating and safety training to ensure performance of obligations and duties as set forth herein. The Contractor's collection personnel shall not use obscene or other offensive language or gestures and shall treat the public, County staff, and Customers in a polite and courteous manner.

(b) Applicable Laws. The Contractor shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all Federal, State and local requirements related to their employment and position.

(c) Drivers. Each driver of any collection vehicle shall at all times carry a valid Florida commercial driver's license and all other required licenses and endorsements for the type of vehicle that is being operated.

(d) Prudent Procedures. Contractors shall use pedestrian walkways while on private property. No trespassing or crossing property to a neighbor's premises is permitted unless residents or owners of both such properties have given prior written permission. Care shall be taken to prevent damage to containers by unnecessary rough treatment and to property including flowers, shrubs and other plantings.

(e) All of the Contractor's collection personnel shall wear appropriate clothing, including a shirt bearing the Contractor's name, at all times during the performance of collection Services.

Section 16. Ownership and Maintenance of Containers. The Contractor shall provide Containers or Garbage Carts to a Customer. At its option, however, the Customer may use its own compactor. In either case, the owner of the equipment shall be solely responsible for its maintenance.

Each Container or Garbage Cart provided by the Contractor must be in good condition and properly maintained. Each Container provided by the Contractor shall be labeled on two (2) sides with the Contractor's name and telephone number in letters and numbers that are plainly visible and at least twelve (12) inches in size. Containers or Carts used for Recycling or Yard Waste Collection shall be clearly labeled for identification, education and enforcement purposes.

Any Container or Garbage Cart damaged by the Contractor shall be repaired or replaced by the Contractor within five (5) business days, at

no cost to the Customer. The replacement must be similar to the original in style, material, quality and capacity.

Section 17. Spillage and Litter. The Contractor shall not litter or cause any spillage to occur on private property or the public right-of-way during collection Services. The Contractor's collection vehicles shall be equipped with containers, lids, other appropriate covering or enclosed so that leaking, spilling and blowing of litter or spillage is prevented. The Contractor shall immediately clean up all litter and spillage caused by the Contractor. The Contractor shall equip all collection vehicles with brooms, shovels, absorbent material, a leak proof absorbent material receptacle and any other tools necessary to clean up any spillage or fluid leakage.

Section 18. Insurance.

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

(1) The Contractor shall furnish the Contract Administrator with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employers' Liability, Commercial General Liability and Business Automobile). The County, its officials, officers and employees shall be additional insureds. The Certificate of Insurance shall provide that the County shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the Contractor, the Contractor shall provide the County with a renewal or replacement Certificate of Insurance not less than

(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; provided further, that in lieu of the statement on the Certificate, the Contractor shall, at the option of the County, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement.

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

(4) Neither approval by the County nor failure to disapprove the insurance furnished by a Contractor shall relieve the Contractor of the Contractor's full responsibility for liability, damages and accidents.

(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 by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida. Policies

for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company. The Business Auto Policy may be issued by companies who are members of the Florida Joint Underwriting Association in lieu of the Best's Rating.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes or 3) fail to maintain the Best's Rating and Financial Size Category, the Contractor shall, as soon as the Contractor has knowledge of any such circumstance, immediately notify the 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 the Contractor has replaced the unacceptable insurer with an insurer acceptable to the County the Contractor shall be deemed to be in material default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the Contractor, the Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by the Contractor and shall be maintained in force until the Agreement

termination date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employers' Liability.

(A) The Contractor's insurance shall cover the Contractor and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for any other applicable Federal or State law.

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

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

LIMITS

$500,000.00	(Each Accident)
$500,000.00	(Disease Each Employee)
$500,000.00	(Disease Policy Limit)

(2) Commercial General Liability.

(A) The Contractor's insurance shall cover the 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 Contractor shall maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an Umbrella or Excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with amount specified for each project:

	LIMITS
General Aggregate	$1,000,000.00
Personal Injury & Advertising Limit	$1,000,000.00
General Liability Per Occurrence Bodily Injury & Property Damage	$1,000,000.00

(3) Business Automobile Liability.

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

(B) The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to

an aggregate, the Contractor shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the Contractor shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Automobile Liability shall be:

	LIMITS
Bodily Injury and Property Damage Liability Combined Per Occurrence	$ 1,000,000.00

(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 the County or the County's officials, officers or employees shall be excess of and not contributing with the insurance provided by or on behalf of the Contractor.

(e) Occurrence Basis. The Workers' Compensation Policy, Commercial General Liability and the Business Auto Policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the Contractor, its employees or agents of liability from any obligations under a Section or any other portions of this Agreement.

Section 19. Indemnification.

(a) The Contractor shall indemnify and save harmless the County, its Commissioners, officers, agents and employees from and against any

claim, demand or cause of action of whatsoever kind or nature allegedly arising out of or related to the performance of Services under this Agreement by the Contractor, its officers, agents, subcontractors or employees or any like person or entity in the performance of Services under this Agreement.

(b) The Contractor shall require all subcontractors, if subcontractors are approved by the County, to enter an Agreement containing the provisions set forth in the preceding subsection in which Agreement the subcontractors shall fully indemnify the County in accordance with this Agreement.

(c) Nothing in this Agreement shall be construed to make a subcontractor of the Contractor an agent, officer or employee of the County.

(d) Each parent company, subsidiary or joint venturor of the Contractor shall by execution of this Agreement by Contractor or its agent be deemed to have fully warranted, guaranteed and indemnified the County under the terms and conditions of this Agreement.

Section 20. Filing of Requested Information and Documents.

(a) The Contractor shall file monthly, with the County (on or before the 20th day of the following month) in the format attached hereto and incorporated herein as Exhibit "D," a written report identifying the types and amounts of waste collected and the amount of the Franchise Fee, if any, due the County for the Commercial Solid Waste Collection Services provided by the Contractor during the preceding month. This report shall be delivered to the Contract Administrator along with the Franchise Fee payment due, if any. Should the Contractor subsequently discover an error in a report submitted to the Contract

Administrator, the Contractor shall submit a revised report and pay the additional Franchise Fee, if any, within ten (10) days after discovery of said error.

(b) The Contractor shall maintain books and records of the information included in all reports submitted pertaining to the services provided hereunder, such books and records shall be available for inspection and audit by the County at all reasonable times. The monthly reports shall be designed to assist the County in meeting any local, State or Federal reporting requirements.

(c) The Contractor shall file with the Contract Administrator all documents and reports required by this Agreement. During the month of September for each year this Agreement is in effect, the Contractor shall certify to the Contract Administrator that all required documents such as, but not limited to, certificates of insurance, audits, compilations, and list of collection equipment are current and on file with the County.

Section 21. Records. The Contractor shall allow the County, or its authorized agent, access to the Contractor's records as are related to all Services provided under this Agreement. Such records shall be available at the Contractor's place of business at all reasonable times during the Agreement and for three (3) years from the date of expiration of this Agreement for inspection by the County or other authorized County representative.

Section 22. Notice.

Whenever either party desires to give notice unto the other, notice shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows to:

For County:

Director
Department of Environmental Services
500 W. Lake Mary Blvd.
Sanford, Florida 32773

For Contractor:

Jerry Vestal, President
2715 Staten Road
Orlando, FL 32804
Container Rental Company, Inc.

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

Section 23. Employee Status. Persons employed by the 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 the County's officers and employees either by operation of law or by the County.

Section 24. Conflict of Interest. Contractor agrees that it will not contract for or accept employment for the performance of any work or Services with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the County.

Section 25. Right to Require Performance. The failure of either party at any time to require performance by the other party of any provisions of this Agreement shall in no way affect the right of either party thereafter to enforce the provisions of this Agreement. Nor shall waiver by either party of any breach of any provisions of this Agreement be taken or held to be a waiver of any succeeding breach of those provisions or as a waiver of any provision itself.

Section 26. Title to Waste.

(a) The County shall, at all times, hold title and ownership to all solid waste and all other material collected by the Contractor pursuant to this Agreement and the Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific prior written authorization from the Contract Administrator. All responsibilities for the safe and proper transportation of the materials to the County Designated Disposal Facility shall be with the Contractor.

(b) Notwithstanding the above, the Contractor may take, keep, process, alter, and sell Source Separated Recyclable Material that is collected by the Contractor in the Service Area in accordance with this Agreement; provided, however, that the Recyclable Material is recycled and the amount of such Recyclable Materials is reported to the Contractor Administrator as described in Exhibit "D," and excluding any material destined for any use that constitutes disposal. Materials not recycled, including any materials remaining after Recyclable Materials are removed from a load of Source Separated Recyclable Material shall be delivered by Contractor to a Designated Facility.

Section 27. Law to Govern. This Agreement shall be governed by the laws of the State of Florida. Venue for all civil actions shall be in Seminole County, Florida and Federal actions shall be in the Middle District of Florida.

Section 28. Compliance with Laws. The Contractor shall conduct operations under this Agreement in compliance with all applicable laws.

Section 29. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any

express provision of law or contrary to the policy of express law, through not expressly prohibited, or against public policy or shall for any reason whatsoever, be held invalid then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement and shall in no way affect the validity of the remaining covenants or provisions of this Agreement. Any term, condition, covenant or obligation herein which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

Section 30. Assignment and Subcontracting. No assignment or subcontract of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the County. Assignments within the Contractor's corporate entities or among the Contractor's corporate subsidiaries shall not be unreasonably withheld by the County. The County shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the County shall be void and shall be grounds for the County to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor and upon the date of such notice this Agreement shall be deemed immediately terminated and upon such termination all liability of the County under this Agreement to the Contractor shall cease. In the event of any assignment, the assignee shall fully assume all the liabilities of the

Contractor and the assignor shall remain as co-obligor with the assignee as to all liability and obligations under this Agreement.

Section 31. Modifications. This Agreement constitutes the entire contract and understanding between the parties and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties. Notwithstanding the above, the County shall have the unilateral right to make changes in this Agreement as the result of changes in law or ordinances and to impose new and reasonable rules and regulations on the Contractor under this Agreement relative to the scope and methods of providing Services as shall from time to time be necessary and desirable for the public welfare. The Contract Administrator shall give the Contractor reasonable notice of any proposed change by the County and an opportunity to be heard concerning those matters. The scope and method of providing Services as referenced in this Agreement shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor reasonably necessary to protect the public safety, health and welfare of the residents of Seminole County. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The County and the Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to changes in law which changes the scope of services. When such modifications are made to this Agreement, the County and the Contractor shall negotiate in good faith, other obligations required of the Contractor due to any modification in the Agreement under this Section.

Section 32. Independence of Agreement. It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative or employee of the County for any purpose whatsoever. The Contractor is to be and shall remain an independent Contractor with respect to all Services performed under this Agreement.

Section 33. Third-Party Beneficiaries. No provision of this Agreement is intended to create nor shall create any third-party beneficiaries hereunder, nor authorize any person not a party hereunder to maintain an action pursuant to the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the respective authorized representatives as of the date first above written.

ATTEST:

Sterling S Vestal
Secretary

(CORPORATE SEAL)

CONTRACTOR

By: Jerry L Vestal
President

Date: 11-18-03

STATE OF FLORIDA)
COUNTY OF ORANGE)

I HEREBY CERTIFY that, on this 18th day of NOVEMBER, 2003, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JERRY L VESTAL and _____, as President and Secretary respectively, of who is personally known to me or who has produced _____ as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Annelie Fruth
Print Name ANNELIE FRUTH
Notary Public in and for the County and State Aforementioned
My commission expires: 5/21/04

STATE OF FLORIDA NOTARY PUBLIC
ANNELIE FRUTH
My Comm Exp. 5/21/04
No. CC 955558
[X] Personally Known [ ] Other I.D.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
DARYL G. MCLAIN, Chairman

Date: 1-8-04

For the use and reliance
of Seminole County only.

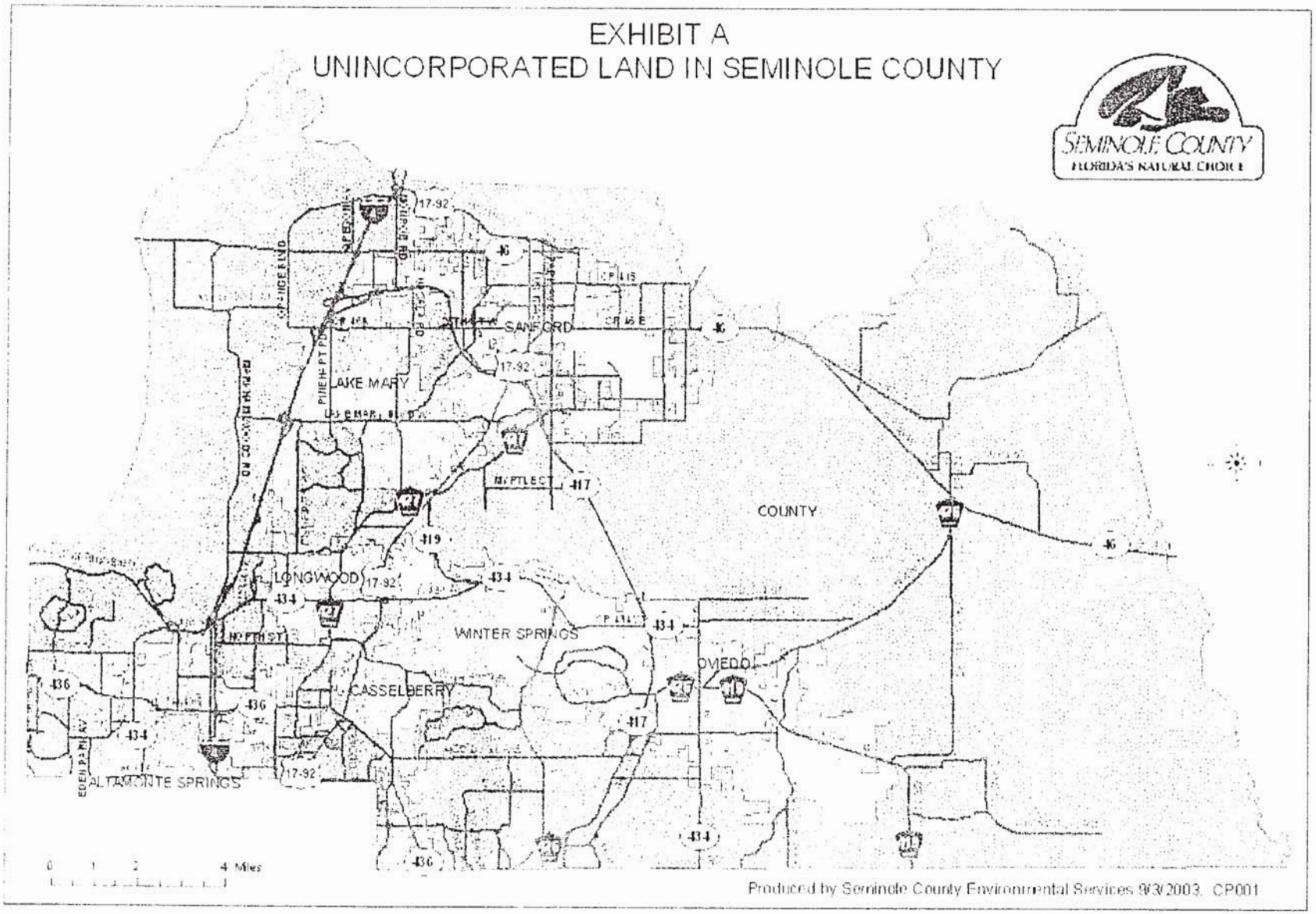
Approved as to form and
legal sufficiency.

Dreas E. Dietrich 1-5-04
County Attorney
SED/lpk
10/15/03
solid waste collect franchise agt 9

As authorized for execution
by the Board of County Commissioners
at their 14 Oct., 20 03
regular meeting.

4 Attachments:
Exhibit "A" - Map of Franchise Area
Exhibit "B" - County Designated Disposal Facility
Exhibit "C" - Application/Annual Renewal and Update Form
Exhibit "D" - Monthly Report

EXHIBIT "A"
Service Area



"Exhibit B"
Seminole County Non-Exclusive Commercial Franchise Holder Designated Facilities

Designated Facilities under the terms of this Agreement shall be:

1) The Osceola Road Landfill located at 1930 East Osceola Road, Geneva, and
2) The Central Transfer Station located at 1950 State Road 419, Longwood

The Seminole County Landfill accepts solid waste, yard waste, construction and demolition debris, tires, and white goods.

The Central Transfer Station accepts solid waste, yard waste, and recyclables.

EXHIBIT "C"
Seminole County
Non-Exclusive Commercial Franchise Holder
Application/Annual Renewal and Update Form

CONTAINER RENTAL COMPANY, INC.
Contractor

2003
Year of Service

The following items are required to process the Application/Annual Renewal and Update Form.
Complete all items below, attach additional sheets if necessary.

Date: 11/17/03

Company Name: Container Rental Co., Inc.

Company Address: 2715 Staten Road Orlando, FL 32804

Local Telephone Number: 407-298-8555

Designated Agent: Name: (Ms.) Jerry Parrish Sales Support

Email Address: www.orlandowastepaper.com

The Contractor shall provide the County with the following: (☒ *upon completion*)

1. ☐ **Completed, Signed, and Notarized Form - Exhibit "C"**
2. ☐ **Vehicle Equipment List** –Include the following information for each truck:
   (Year, Make, Model, Vehicle Type, License Tag Number, Vehicle ID Number)
3. ☐ **Collection Equipment List** – Include the following information for each container:
   (Type, Size, Identification Number)
4. ☐ **Certificates of Insurance**

A non-refundable Application Fee and a per Vehicle Fee based on the current Solid Waste Rate Resolution must be submitted with this form.

5. ☑ **Application Fee** already submitted w/ Contract
6. ☑ Per **Vehicle Fee**– Decals will be issued for each vehicle.
   (Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County)

Statement of Certification:

I certify that Container Rental Co., Inc. will abide by the terms and conditions of the Agreement.

TERRY PARRISH
Designated Agent Print Name

Terry Parrish
Designated Agent Signature

11/17/03
Date

State of FLORIDA
County of ORANGE

Acknowledged this 17th day of November month, _____ 2003

Annelie Frith
Signature of Notary Public, State of Florida

STATE OF FLORIDA NOTARY PUBLIC
ANNELIE FRITH
Notary Seal
My Comm. Exp. 5/21/04
No. CC 915553
Personally Known ☐ Other I.D.

☒ Personally Known to Me
☐ Produced Identification

SEMINOLE COUNTY

VEHICLE IDENTIFICATION LIST

SEMINOLE COUNTY

YEAR	MAKE	MODEL	TYPE (front loader, roll off, etc.)	TAG NUMBER	FLEET IDENTIFICATION NUMBER	DECAL NUMBER (For County Use Only)
1997	Ford		roll-off	N3266B	22	
1995	Kenworth		roll-off	M3067Z	302	
1995	Mack		front - load	M4831Y	CRC 2	
1995	Mack		roll-off	M4821Y	303	
1999	Kenworth		roll-off	M6749Y	29	
1992	White		roll-off	M4826Y	301	
1995	Ford		roll-off	M4822Y	23	

Make copies as necessary

SEMINOLE COUNTY

SEMINOLE COUNTY

CONTAINER IDENTIFICATION LIST

TYPE (roll off can, compactor, front load can– garbage, front load can-recycling, cart)	SIZE (cubic yards)	CONTAINER IDENTIFICATION NUMBER (if used by the Contractor)
roll off	10	
roll off	20	
roll off	30	
roll off	40	
compactor	30	
compactor	35	
compactor	40	
front-load	2,4,6 & 8	
CTI	40	

Make copies as necessary

TABLE 1

Estimated Percent of Deliveries 10/1/03 to 10/31/03

AREA SERVICED	ESTIMATED TONS (or)	ESTIMATED (%) OF DELIVERIES
Altamonte Springs	56.87	
Casselberry	6.87	
Lake Mary	1.92	
Longwood	0	
Oviedo	13.14	
Sanford	0	
Winter Springs	0	
Unincorporated Seminole County	139.26	
Other		

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ML
ORLW001

DATE (MM/DD/YYYY) 12/18/03

PRODUCER
Huckleberry, Sibley & Harvey
Insurance & Bonds, Inc.
1020 N Orlando Ave, Suite 200
Maitland FL 32751
Phone: 407-647-1616

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

INSURED

Orlando Waste Paper Company,
Container Rental Company, Inc.
2715 Staten Road
Orlando FL 32804

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Southern-Owners Insurance Co.	10190
INSURER B:	AIG COMPANIES	
INSURER C:	Auto-Owners Insurance Company	18988
INSURER D:	VALLEY FORGE INSURANCE COMPANY	01839
INSURER E:	Florida Petroleum Liability	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Per Project Agg. GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC	20571974-99	03/01/03	03/01/04	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
C		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	9542144801	03/01/03	03/01/04	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	BE8710452	03/01/03	03/01/04	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ $ $
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	1077125245	01/01/04	01/01/05	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
3		OTHER Storage Tank Liab	FPL7511303	06/02/03	06/02/04	Aggregate Occurence	2000000 1000000

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

Certificate holder is named as addl. insured with respects to GL....Fx:
407-24-5731

CERTIFICATE HOLDER

SEMINOL

Seminole County, Solid Waste
Division
Attn: Coleen Puglisi
500 W Lake Mary Blvd
Sanford FL 32773-7499

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

B. [signature]

© ACORD CORPORATION 1988

days and [b] that it is proceeding with diligence to cure said default and such default will be cured within a reasonable period of time).

(2) Contractor shall take the benefit of any present or future insolvency statute or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or state of the United States or any state thereof, or consent to the appointment of a receiver trustee or liquidator of all or substantially all of its assets; or

(3) By order or decree of a Court, the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect, unless such stayed judgment or order is reinstated in which case said default shall be deemed immediate; or

(4) By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the assets of the Contractor and such possession or control shall continue in effect for a period of sixty (60) days; or

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Issuance by Orange County Housing Finance Authority of Multi-Family Housing Revenue Bonds of up to $9,000,000

DEPARTMENT: Fiscal Services **DIVISION:** Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Angela Singleton **EXT:** 7168

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the authorizing resolution to ratify issuance by Orange County Housing Finance Authority of the Multifamily Housing Revenue Bonds in an amount not to exceed $9,000,000.00.

County-wide Lisa Spriggs

BACKGROUND:

Under the authority granted through an agreement dated February 1, 1982 between Seminole County and the Orange County Housing Finance Authority, the Authority has approved a plan of financing contemplating the issuance of its Multifamily Housing Revenue Bonds in one or more series in an aggregate principal amount of tax-exempt bonds not to exceed $9,000,000. The proceeds of the bonds will be used to finance the acquisition, construction and equipping of a residential rental project to be owned by Covington Club, L.L.L.P., a Florida limited liability limited partnership, for persons of low and moderate income (the "Project"). The Project is located in Seminole County.

A public hearing was held on Wednesday, March 19, 2008 at the Seminole County Services Building at 9:30 am, Room 3024 for the proposed issuance of the bonds. The purpose of the hearing was to provide opportunity for public comments regarding the issuance of the Multifamily Housing Revenue Bonds. Any comments made during the hearing will be provided prior to the Board meeting on March 25, 2008.

The Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") requires all industrial development bonds issued for the purpose of financing multifamily housing developments be approved by the Authority and each governmental unit having jurisdiction over the area in which the bond financed facility is located.

STAFF RECOMMENDATION:
Approve and authorize the Chairman to execute the authorizing resolution to ratify issuance by the Orange County Housing Finance Authority of the Multifamily Housing Revenue Bonds of up to $9,000,000.00.

ATTACHMENTS:

1. Resolution
2. Notice of Public Hearing
3. Affidavit of Publication

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

2008–R-___

RESOLUTION

WHEREAS, the ORANGE COUNTY HOUSING FINANCE AUTHORITY (the "Authority") was created pursuant to Ordinance 78-18, codified in the Code of Orange County at Section 2-151 *et seq*; and

WHEREAS, the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") has created a requirement that all industrial development bonds issued after December 31, 1982, for the purpose of financing multifamily housing developments require approval by the Authority, and each governmental unit having jurisdiction over the area in which the bond financed facility is located; and

WHEREAS, such approval is to be given after a public hearing for which reasonable notice has been given; and

WHEREAS, the Authority is contemplating the issuance of its Multifamily Housing Revenue Bonds, 2008 Series [to be designated] (Covington Club Apartments) in one or more series in an aggregate principal amount of tax-exempt bonds not to exceed $9,000,000 (the "Bonds") to finance the acquisition, construction and equipping of a residential rental project to be owned by Covington Club, L.L.L.P., a Florida limited liability limited partnership, for persons of low and moderate income (the "Project").

The acquisition, construction and equipping of the following residential rental project will be financed with a portion of the proceeds of the Bonds:

PROJECT/LOCATION	NO OF UNITS
Covington Club Apartments north side of Chapman Road west of the intersection of Chapman Road and State Road 434 in Oviedo, Seminole County, Florida	88

WHEREAS, a public hearing was held at 9:30 a.m. on March 19, 2008, with regard to financing this qualified housing development, at the place and at the time described in the Notice of Public Hearing attached hereto as Exhibit A, which Notice was published a reasonable time in advance of the hearing date in a newspaper of general circulation in Seminole County; and

WHEREAS, the Authority has presented the issue in an aggregate principal amount not to exceed $9,000,000 for approval to the Board of County Commissioners of Seminole County;

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY:

SECTION 1. Authority. This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapters 125 and 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. Findings. The Board hereby finds, determines and declares as follows:

A. The Project and the issuance of the Bonds to finance the Project will have a substantial public benefit.

B. The Board is the elected legislative body of Seminole County and has jurisdiction over the Project.

C. Seminole County has entered into an Interlocal Agreement with the Authority dated February 1, 1982, pursuant to which Seminole County has permitted the Authority to operate within its boundaries.

SECTION 3. Ratification and Approval. The Board hereby finds that financing the Project located in Seminole County will help alleviate the shortage of housing for persons and families of low and moderate income in Seminole County.

Solely for the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, the Board hereby approves the issuance and sale of the Bonds in an aggregate principal amount not to exceed $9,000,000 for the purpose of making a loan to Covington Club Partners, Ltd., a Florida limited partnership (the "Owner"), for the financing of the cost of acquisition, construction and equipping of a residential rental project for persons and families of low and moderate income. The Bonds shall be issued on such terms and in such manner as shall be established by subsequent proceedings of the Authority.

SECTION 4. Limited Obligations. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of Seminole County, the State of Florida or any political subdivision or agency thereof but shall be payable solely from the revenues pledged therefor pursuant to a loan agreement or other financing agreement entered into by and between the Authority and the Owner prior to or contemporaneously with the issuance of the Bonds.

SECTION 5. Limited Approval. The approval given herein shall not be construed as an approval of any necessary rezoning applications nor for any other regulatory permits relating to the Project and the Board shall not be construed by reason of its adoption of this resolution to (i) attest to the Owner's ability to repay the indebtedness represented by the Bonds, (ii) recommend to prospective purchasers of the Bonds to purchase the same, or (iii) have waived any right of Seminole County or estopping Seminole County from asserting any rights or responsibilities it may have in that regard. Further, the approval by the Board of the issuance of the Bonds by the Authority shall not be construed to obligate the County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the Project, and the Authority shall so provide in the financing documents setting forth the details of the Bonds.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 25th day of March, 2008.

SEMINOLE COUNTY, FLORIDA
By: Board of County
Commissioners

By:_____
Chairman

Attest:

By:_____
Clerk

NOTICE OF PUBLIC HEARING
ORANGE COUNTY HOUSING FINANCE AUTHORITY
RESIDENTIAL RENTAL PROJECTS

Notice is hereby given that the Orange County Housing Finance Authority (the "Authority") will conduct a public hearing concerning the proposed issuance by the Authority of its not to exceed $9,000,000 Multifamily Housing Revenue Bonds, 2008 Series [to be designated] (Covington Club Apartments) (the "Bonds"). The proceeds of the Bonds would be used to finance the acquisition, construction and equipping of the following residential rental project:

PROJECT/LOCATION	NO. OF UNITS	OWNER
Covington Club Apartments/north side of Chapman Road west of the intersection of Chapman Road and State Road 434 in Oviedo, Seminole County, Florida	88	Covington Club, L.L.L.P., a Florida limited liability limited partnership

The public hearing will be held at the following time and location:

TIME	LOCATION
9:30 A.M. Wednesday, March 19, 2008	Seminole County Services Building 1101 East First Street Third Floor, Room 3024 Sanford, Florida 32771

Interested persons are invited to submit written comments or present oral comments at the hearing regarding the proposed issuance of the Bonds. Written comments should be received by the Authority on or before March 14, 2008. Oral comments will be limited to no more than 3 minutes per person. Written comments or notice of intent to present oral comments should be directed to:

Orange County Housing Finance Authority
2211 E. Hillcrest Street
Orlando, Florida 32803
Attention: Executive Director

SECTION 286.0105, FLORIDA STATUTES, STATES THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY A BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Orlando Sentinel

Published Daily

State of Florida } S.S.
COUNTY OF ORANGE

Before the undersigned authority personally appeared Rachael Washington, who on oath says that he/she is the Legal Advertising Representative of Orlando Sentinel, a daily newspaper published at Altamonte Springs in Orange/Seminole County, Florida; that the attached copy of advertisement, being a Public Hearing in the matter of Covington Club Apartment In the Orange/Seminole _____ Court, was published in said newspaper in the issue; of 3/02/08

Affiant further says that the said Orlando Sentinel is a newspaper published at Altamonte Springs, in said Orange/Seminole County, Florida, and that the said newspaper has heretofore been continuously published in said Orange/Seminole County, Florida, each Week Day and has been entered as second-class mail matter at the post office in Altamonte Springs in said Orange/Seminole County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

The foregoing instrument was acknowledge before me this 5 day of March, 2008, by Rachael Washington, who is personally known to me and who did take an oath.

(SEAL)

BEVERLY C. SIMMONS
Comm# DD0387737
Expires 3/10/2009
Florida Notary Assn., Inc

Order# 647732

NOTICE OF PUBLIC HEARING
ORANGE COUNTY HOUSING FINANCE AUTHORITY
RESIDENTIAL RENTAL PROJECTS

Notice is hereby given that the Orange County Housing Finance Authority (the "Authority") will conduct a public hearing concerning the proposed issuance by the Authority of its not to exceed $9,000,000 Multifamily Housing Revenue Bonds, 2008 Series [to be designated] (Covington Club Apartments) (the "Bonds"). The proceeds of the Bonds would be used to finance the acquisition, construction and equipping of the following residential rental project:

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The public hearing will be held at the following time and location:

TIME

9:30 A.M.
Wednesday, March 19, 2008

LOCATION

Seminole County Services Building
1101 East First Street Third Floor,
Room 3024
Sanford, Florida 32771

Interested persons are invited to submit written comments or present oral comments at the hearing regarding the proposed issuance of the Bonds. Written comments should be received by the Authority on or before March 14, 2008. Oral comments will be limited to no more than 3 minutes per person. Written comments or notice of intent to present oral comments should be directed to:

Orange County Housing
Finance Authority
2211 E. Hillcrest Street
Orlando, Florida 32803
Attention: Executive Director

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SLS647732-Mar. 2

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Recreational Trails Program (FY 2007/08) - 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 Florida Department of Environmental Protection in acceptance of $148,500 in grant funds for the Big Tree Park Trailhead.

County-wide Lisa Spriggs

BACKGROUND:

This item was pulled from the March 11, 2008, agenda in order to determine if the grant funding or county match could be spent on potential wetland mitigation. The grant funding and county match cannot be spent on land acquisition for mitigation.

The Florida Department of Environmental Protection provides grant funding through the Recreational Trails Program for the development and renovation of recreational trails and support facilities. On February 27, 2007, the Board of County Commissioners approved submission of an application requesting $148,500 for the development of a trailhead at Big Tree Park. Staff received notification that Seminole County's grant application was approved, subject to execution of the proposed agreement. Receipt of the grant funding is on a reimbursement basis.

For the funds to be received, the Board must approve and authorize the Chairman to execute a grant agreement with the Florida Department Environmental Protection. This was supposed to occur prior to March 15, 2008; however, the State has agreed to a limited extension to allow time for resolution of the mitigation cost issue. Fully executed documents are now due to the State by March 31, 2008. The Board approved funding for this project in the adopted FY 2007/08 budget which would satisfy the matching requirements. A budget amendment to record the anticipated grant will also be presented for Board approval on the March 25th agenda.

If the County subsequently learns through permitting that the Project's mitigation cost is excessive, it can then withdraw from the reimbursement grant.

STAFF RECOMMENDATION:
With the mitigation question answered, staff recommends the Board approve and authorize the Chairman to execute the grant agreement with the Florida Department of Environmental Protection in acceptance of $148,500 in grant funds for the Big Tree Park Trailhead.

ATTACHMENTS:

1. FDEP Recreational Trails Program Agreement

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

T27005
(RTP Project Number)

T2705
(DEP Project Agreement #)
CFDA # 20.219

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECREATIONAL TRAILS PROGRAM
FISCAL YEAR 2007 - 2008
PROJECT AGREEMENT

This project agreement ("Project Agreement") is entered into between the State of Florida Department of Environmental Protection, whose address is 3900 Commonwealth Boulevard, Mail Station 795, Tallahassee, Florida, 32399 (hereinafter referred to as "Department"), and Seminole County, Florida, whose address is 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773 (hereinafter referred to as "Grantee" or "Recipient"), in furtherance of a recreational trail project, Big Tree Park Trailhead & Trail to be described herein. The execution date of this Project Agreement is _____.

WHEREAS, the Department receives funds for the purpose of passing through the agency as grants to other entities in accordance with Chapter 260, Florida Statutes; and,

WHEREAS, the Department receives funds from the Federal Highway Administration to fund such grants; and,

WHEREAS, the Grantee has proposed and the Department has approved a recreational trail project.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Department and Grantee hereby agree as follows:

1. This Project Agreement shall be effective upon execution of this Project Agreement and end no later than _____, inclusive. The Project Agreement shall be performed pursuant to Chapter 62S-2, F.A.C.; the National Recreational Trails Fund Act of 1991, 23 U.S.C. 104 and 206, as amended (hereinafter referred to as "Program"); and in accordance with general provisions for such agreements prescribed by the United States Department of Transportation, Federal Highway Administration (hereinafter referred to as "FHWA") in the FHWA Interim Guidance (hereinafter referred to as "Guidance") and the State of Florida Department of Transportation's Project Development & Environment Manual, (hereinafter referred to as the "FDOT PD&E Manual"). The Grantee shall comply with all applicable state and federal laws and regulations, including the National Environmental Policy Act, the implementing regulations contained in the Code of Federal Regulations, specifically 23 CFR Part 771, and the Federal-Aid Policy Guide referred to in the Guidance. The Grantee agrees to become familiar with and comply with all provisions of Chapter 62S-2, F.A.C. and the Guidance which are utilized to comply with many of the aforementioned rules and regulations. Chapter

62S-2, F.A.C. and the Guidance are incorporated into this Project Agreement by reference as if fully set forth herein. In the event a dispute arises between the parties concerning the intent of any language contained in this Project Agreement, the same shall be resolved by the adoption of that meaning which furthers the intent and purpose of the above referenced Acts of Congress and the general provisions governing this Project Agreement. No such construction shall be contrary to the requirements of the Acts of Congress or of the regulations of the FHWA.

2. By acceptance of the Program grant, the Grantee agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964; the Architectural Barriers Act of 1968; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Drug-Free Workplace Act of 1988; the Americans With Disabilities Act of 1990; 31 U.S.C. 1352, regarding limitations on use of appropriated funds to lobby or otherwise influence federal contracting and financial transactions; Executive Order 12549, regarding federal debarment and suspension of contractors; Section 8136 of the Department of Defense Appropriations Act, which requires inclusion of the federal funding amount and the percentage of the total project that amount represents in all public notices and documents describing the Project; and, Section 623 of the Treasury, Postal Service and General Government Appropriations Act of 1990, regarding public notice of federal funding in solicitations for goods and services for projects with an aggregate value of $500,000.00 or more. It is the intention of the parties hereto that none of the provisions of Section 163.01, Florida Statutes, shall apply to this Project Agreement.

3. The Department has found that mixed-use non-motorized recreational trail is the primary purpose of the project known as Big Tree Park Trailhead & Trail, RTP Project Number T27005, (hereinafter referred to as "Project"), and enters into this Project Agreement with the Grantee for construction and renovation of recreational trail facilities and improvements on real property controlled by the Grantee through ownership or other interest. The legal description and approved method of site control of said real property are set forth in full in the Project application. The approved Project application, which includes the conceptual site development plan (description of the Project, detailed budget, and anticipated deliverables), is incorporated into this Project Agreement by reference as if fully set forth herein. Any revisions to the conceptual site development plan as set forth in the approved Project application must be formally requested by the Grantee and if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.

4. Prior to commencement of the Project, the Grantee shall submit for Department approval the documentation described in the FDOT PD&E Manual, as provided in the PD&E Data Survey. The Project may not commence until completion of the Project Development & Environment Process, an environmental determination is made by FHWA, and the determination is accepted by the Department and approved by FHWA.

5. The Grantee shall construct, or cause the construction of, specified recreational trail facilities and improvements, (hereinafter referred to as "Project Elements"), upon the real property identified in Paragraph 3., above. The following shall be considered the Project Elements, which may be modified by the Department upon a showing of good cause and the spirit and intent of the project is maintained: construction of spur trail, renovation of boardwalk, trail head and related support facilities.

6. The Project Elements identified in Paragraph 5., above shall be designed and constructed substantially in accordance with the conceptual site development plan contained in the Project application. Project Elements shall be attractive for public use, and generally consistent and compatible with the environment. Plans and specifications for Project Elements shall be in accord with current and established engineering and architectural practices. Emphasis should be given to the health and safety of users, accessibility to the general public, and the protection of the recreation and natural values of the area. Any and all utility lines installed within the Project shall be placed underground. The Grantee shall have the Project Site plan (site engineering and architectural) prepared by an architect or engineer licensed by the State of Florida.

7. The Grantee shall complete all Project construction by the construction completion date, _____.

8. Within sixty (60) days of completion of the Project and prior to release of the final payment, the Grantee shall submit for Department staff approval the documentation described in Chapter 62S-2, F.A.C.

9. Execution of this Project Agreement does not relieve the Grantee of the responsibility to comply with all applicable federal, state, county, or municipal laws, ordinances or rules; nor is the Grantee relieved of the responsibility to obtain any permits, management agreements, leases or other authorization required by the Department or any federal, state, county or municipal agency for acquisition or development of the Project Site.

10. A. The Department shall pay the Grantee on a reimbursement basis the eligible grant amount not to exceed $148,500, which will pay the federal Program's share of the cost of the Project. Program fund limits are based upon the following:

Total Grantee Amount	$ 148,500	(paid by the Department)
Grantee Match Amount	$ 148,500	(paid by the Grantee)
Total Project Cost	$ 297,000	

Type of Match Cash and/or In-Kind Services

B. The Grantee must provide from its accounting system, a list of expenditures charged against this Project Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid and vendor name. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. The Grantee must also adhere to the Office of Greenways and Trails' grant Accountability Procedures and Guidance ("Accountability Procedures") (reviewed and approved by the Federal Highway Administration), which are incorporated by reference, and were included in the commencement documentation. For purposes of this Project Agreement, the following federal cost principles are incorporated by reference.

Organization Type	**Applicable Cost Principles**
State, local or Indian tribal government.	OMB Circular A-87
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122
Education Institutions	OMB Circular A-21
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures

C. No travel is authorized under this Project Agreement.

D. Program funds shall be released by the Department, upon the request of the Grantee's duly authorized grant manager and upon compliance with this Project Agreement, as set forth herein. The Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Project Agreement pursuant to state and federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Project Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the State of Florida Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide and allowable costs for Federal

Programs can be found under 48 CFR Part 31 at http://www.access.gpo.gov/nara/cfr/cfr-table-search.html and OMB Circulars A-87, A-122, A-21, A-102 and A-110 at http://www.whitehouse.gov/omb/circulars/index.html#numerical.

E. The Department's grant manager shall, within sixty (60) days after receipt of a complete payment request, review the submitted documentation and Project work accomplished to date, and, if complete pursuant to requirements of this Project Agreement, approve the request for payment.

F. The Department shall retain 10% of the total grantee amount as the final payment until completion and approval of the Project.

11. The Department and the Grantee fully understand and agree that there shall be no reimbursement of funds by the Department for any obligation or expenditure made prior to the execution of this Project Agreement with the exception of $44,500 for planning, permitting, design performed on or after July 13, 2007.

12. The Grantee shall adhere to the Office of Greenways and Trails' Accountability Procedures and Guidance, incorporated into this Project Agreement by reference as if fully set forth herein. The Accountability Procedures establish uniform guidelines and procedures to be utilized by the Department and the Grantee in accounting for grant funds disbursed under the Program and sets forth principles for determining eligible costs, supporting documentation and minimum reporting requirements. Expenses, representing the grant amount and the required match, shall be reported to the Department and summarized on certification forms referenced in Chapter 62S-2, F.A.C. The Grantee shall maintain books, records and documents directly pertinent to performance under this Project Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the state, or their authorized representatives shall have access to such records for audit purposes during the term of this Project Agreement and for five years following Project Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

13. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment A** (**Special Audit Requirements**), attached hereto and made a part hereof. **Exhibit 1** to **Attachment A** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment A**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's grants development and review manager at 850/245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment A, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https:\\apps.fldfs.com\fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

14. A. The Department may terminate this Project Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Project Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Project Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

C. This Project Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material make or received by the Grantee in conjunction with this Project Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

15. A. The Grantee may subcontract work under this Project Agreement without the prior written consent of the Department's grant manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Project

Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.

16. Competitive open bidding and purchasing for construction of said Project facilities or improvements shall comply with all applicable laws. Following completion of Project construction, the Grantee's Grant Manager shall provide the Department with a statement that all purchases or contracts for construction were competitively bid pursuant to applicable laws.

17. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit Standard Form-LLL, "Disclosure of Lobbying Activities" (provided in Federal Documents Packet), and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. **[49 CFR 20]**.

18. A. In accordance with Executive Order 12549, Debarment and Suspension **(49 CFR 29)**, the Grantee shall agree and certify 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; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by Federal Highway Administration to the Department.

    B. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return a copy of the form entitled "Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions", received as part of the Project Development and Environment (PD&E) Materials.

    C. As required by paragraphs A and B above, the Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Project Agreement. The Grantee shall also provide a copy of the most current Debarment and Suspension Form to any subcontractors for signature on agreements that are entered into for $100,000 or more.

19. The Department and FHWA shall have the right, through their agents, servants, and employees designated for that purpose, to inspect the site of the Project and the Project Elements thereon at any reasonable time.

20. Following receipt of an audit report identifying any refund due to the Department for noncompliance by the Grantee with the Project Agreement, the Grantee will be allowed sixty (60) days to submit additional pertinent documentation to offset any amount identified as being due to the Department. The Department, following a review of the documentation submitted by the Grantee, will inform the Grantee of the total refund due to the Department.

21. The Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee for noncompliance with the terms of this Project Agreement.

22. If the United States acting within the scope of its lawful authority, through the FHWA, the Secretary of the FHWA, or any other branch of the government of the United States, should for any reason demand a refund from the Department, in whole or in part, of the funds provided to the Grantee under the terms of this Project Agreement, the Grantee, upon notification from the Department, agrees to refund and will forthwith repay directly to the Department the amount of money demanded.

23. Alexandra H. Weiss, Community Assistance Consultant, or her successor, is hereby designated as the Department's grant manager for the purpose of this Project Agreement. The grant manager shall be responsible for ensuring performance of the terms and conditions of the Project Agreement and shall approve all reimbursement requests prior to payment. The Grantee's grant manager, David Martin, or his/her successor, shall act on behalf of the Grantee relative to provisions of this Project Agreement and shall submit to the Department signed quarterly Project status reports, on a calendar basis, summarizing work accomplished, problems encountered, percentage of completion and other pertinent information. Photographs shall be submitted with status reports to reflect construction work accomplished.

24. By acceptance of the provisions of this Project Agreement, the Grantee agrees to dedicate the Project Site and all land within the Project boundaries, identified in Paragraph 3 above, to the public as a recreational trail in accordance with section 62S-2.076, F.A.C. The Parties further agree that the execution of this Project Agreement by the Department shall constitute an acceptance of said dedication on behalf of the general public of the State of Florida.

25. The Grantee agrees to operate and maintain the Project Site, as defined in subsection 62S-2.070(37), F.A.C., in accordance with section 62S-2.076, F.A.C. The Project Site and Project Elements shall be open to the general public for recreational trail use, maintained in accordance with applicable health and safety

standards, and kept in good repair to prevent undue deterioration and provide for safe public use. The Grantee covenants that it has full legal authority and financial ability to develop, operate and maintain the Project Elements as specified within the terms of this Project Agreement. The Grantee shall obtain Department approval prior to any and all current or future development of facilities on the Project Site, as defined in subsection 62S-2.070(37), F.A.C., if said development is not described in Paragraph 5 herein.

26. The Grantee shall not, for any reason, convert all or any portion of the Project boundary area for any purpose other than a recreational trail without prior approval of the Department and FHWA pursuant to the Chapter 62S-2, F.A.C.

27. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Project Agreement.

    B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The State of Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.

28. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Project Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this Project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Project Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

29. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein

shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

30. The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

31. A. If for any reason the Grantee should fail to fulfill in a timely manner the obligations under this Project Agreement, or if the Grantee should violate any of the terms or conditions of this Project Agreement, the Department shall thereafter have the right to terminate this Project Agreement without prior notice. In the event the Department terminates this Project Agreement, the Department is not required to compensate the Grantee for any expenses incurred after such termination.

    B. The Department shall terminate the Project Agreement if the commencement documentation is not received and approved by the Department within twelve months of the Project Agreement's execution. This time period may be extended by the Department for good cause, such as natural disaster.

32. The purchase of non-expendable personal property or equipment costing $1,000 or more is not authorized under the terms of this Project Agreement.

33. Asphalt paving for the Project shall conform to the State of Florida Department of Transportation's specifications for road and bridge construction. Bid specifications, contracts and/or purchase orders of the Grantee must specify thickness of asphalt and square yards to be paved.

34. The Grantee agrees to adhere to all state and federal special terms and conditions incorporated by reference as part of this Project Agreement as if fully set forth herein.

35. This Project Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Project Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Project Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Project Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida, unless otherwise required by state law.

36. All notices related to this Project Agreement will be satisfied by sending notice by certified U.S. mail to the following addresses of the parties:

Department Grant Manager:
Alexandra H. Weiss, Community Assistance Consultant
Office of Greenways and Trails
State of Florida Department of Environmental Protection
3900 Commonwealth Boulevard, M.S. 795
Tallahassee, Florida 32399-3000

Grantee's Grant Manager:
David Martin, Principle Coordinator
Seminole County
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

37. The Grantee acknowledges prior receipt of the following documents. It is understood that paragraphs B, C, and D include documents that must be filled out by the Grantee and returned to the Department.

    A. Federal award letter approving project application as submitted by the Department.

    B. Project Development and Environment (PD&E) Materials – includes PD&E Data Sheet and Federal documents (survey, boundary map, Federal Form 424 - Budget Information, Drug-Free Workplace Certification, Civil Rights Assurance of Compliance, Certification Regarding Lobbying, Debarment and Suspension Form, Federal Congressional District of Applicant and Project Site, FHWA Guidance, PD&E Data Survey.

    C. Commencement Packet – includes Boundary Map with legal description, Site Plan (signed and sealed), List of Facilities to be Constructed (signed and dated), Pre-Construction Certification (signed and dated), Grant Project PD&E Data Sheet (with back-up documentation).

    D. Program Completion Packet – includes Project Completion Certification, As-Built Site Plan (1 copy), List of Constructed Facilities and Improvements, Color Photographs or Slides of the Project and Identification Sign, Certification of Filing of Notice of Limitation of Use, Final Payment Request, Certification of FHWA Guidance.

    E. Recreational Trails Program Project Status Report (to be completed quarterly).

    F. Grant Accountability Procedures.

38. This Project Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Project Agreement shall only be valid when they have been reduced to writing, duly

signed by each of the parties hereto, and attached to the original of this Project Agreement, unless otherwise provided herein.

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The parties hereto have caused these presents to be duly executed the day and year last written below.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____
Director or designee, Office of Greenways and Trails

Date: _____

DEP Grant Manager

Approved as to form and sufficiency:

_____
DEP Program Attorney

SEMINOLE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By:_____
Type Name: Brenda Carey

Title: Chairman

Date: _____

Address:
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

ATTEST:

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

Approved as to form and sufficiency:

_____
Grantee Attorney (if required)

List of attachments/exhibits included as part of this Agreement:
Attachment A Special Audit Requirements (5 Pages)

ATTACHMENT A

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the State of Florida Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the State of Florida Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Project Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the State of Florida Department of Environmental Protection. In the event the Department of Environmental Protection 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 Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Project Agreement indicates federal funds awarded through the State of Florida Department of Environmental Protection by this Project 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 State of Florida Department of Environmental Protection. 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 part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the State of Florida Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Project Agreement indicates state financial assistance awarded through the State of Florida Department of Environmental Protection by this Project Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the State of Florida Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the state awarding entity that are solely a matter of that state awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, state agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The State of Florida Department of Environmental Protection at the following address:

Audit Director
State of Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

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

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the State of Florida Department of Environmental Protection at the following address:

Audit Director
State of Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The State of Florida Department of Environmental Protection at the following address:

Audit Director
State of Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the State of Florida Department of Environmental Protection at the following address:

Audit Director
State of Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the State of Florida Department of Environmental Protection pursuant to this Project Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the State of Florida Department of Environmental Protection 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, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Project Agreement for a period of **5** years from the date the audit report is issued, and shall allow the State of Florida Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the State of Florida Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Federal Highway Administration, Department of Transportation	20.219	Recreational Trails Program	~~14,8500~~ 148,500 gmc	140185

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	~~14,8500~~ 148,500 gmc	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #08-46 - $325,000 - Public Works - 2001 Infrastructure Sales Tax Fund - CR 427 at SR 436 Intersection Improvement JPA

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Polk **EXT:** 7177

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-46 through the 2001 Infrastructure Sales Tax Fund in the amount of $325,000.00 in order to advance the scheduling of the County Road 427 at State Road 436 Intersection Improvement project and establish reimbursement of project costs through a Joint Participation Agreement with the Florida Department of Transporation.

County-wide Lin Polk

BACKGROUND:

The County Road 427 at State Road 436 Intersection Improvement project will add an additional northbound through right lane on Ronald Reagan Boulevard to the intersection with State Road 436. This project will improve traffic circulation at the intersection, allowing for a continual flow of traffic.

The scheduling of this project in the Five Year Capital Improvement Program adopted by the Board of County Commissioners included $75,000 for design costs in FY 2008/09, and an additional $550,000 for construction costs in FY 2009/10, with an anticipated completion date of July 2010.

At the December 11, 2007, meeting of the Board of County Commissioners, the $75,000 programmed for the Design Phase was accellerated into the current Fiscal Year (BCR 08-10). The design phase of this project is currently underway, and scheduled to be completed July 2008. In addition, the feasibility of extending the eastbound left turn lane on State Road 436 is being evaluated. If the extension of the turn lane is justified, it will be included as part of this project.

Subsequent to the adoption of the FY 2007/08 Budget, the Florida Department of Transportation (FDOT) requested that Seminole County enter into a Joint Participation Agreement (JPA) to advance the scheduling of the project into FDOT's Fiscal Year 2008/09 (July 1, 2008, to June 30, 2009). The JPA is being presented as an item on the Public Works Department Consent Agenda. The JPA provides for reimbursement of project costs from the FDOT, not to exceed $325,000. The funding is available as part of proportionate share payment that was provided to FDOT from the Florida Hospital Altamonte Development of Regional Impact (DRI). The payment was required as part of mitigation for additional impacts from the recently approved substantial deviation for the DRI.

A revised construction cost estimate for the project has been completed resulting in a reduction from $550,000 to $325,000. The attached BAR recognizes the reimbursement to be received through the JPA and establishes the project construction budget of $325,000. The current anticipated completion date of the project is February 2009.

Reserves for the 2001 Infrastructure Sales Tax Fund are not affected by the attached BAR.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-46 through the 2001 Infrastructure Sales Tax Fund in the amount of $325,000.00 in order to advance the scheduling of the County Road 427 at State Road 436 Intersection Improvement project.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By:
No additional reviews

2008-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Fredrik Coulter	2/21/08
Analyst	Date
Budget Manager	Date
Director	Date
08-46	
BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Works**
Fund(s): **2001 Infrastructure Sales Tax**

PURPOSE: To recognize the JPA and provide construction funding for the CR 427 at SR 436 Intersection Improvement project

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
11541.366150.077541	00191662	Proportionate Share Payments (CR 427 at SR 436 Intersection Improvements)	$ 325,000
Total Sources			**$ 325,000**

Uses:

Account Number	Project #	Account Title	Amount
11541.077541.560670	00191662	Roads (CR 427 at SR 436 Intersection Improvements)	$ 325,000
Total Uses			**$ 325,000**

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:_____
Brenda Carey
Chairman

Date: _____

Date: _____

Entered by County Finance Department

_____

Date: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #08-47 - $412,273 - Public Safety - Public Safety Federal Grants

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) #08-47 through the Public Safety Federal Grants Fund to recognize equipment valued at $412,273.00 received under the Memorandum of Agreement (MOA) with the Orange County Sheriff's Office for participation in the Urban Area Securities Initiative.

County-wide Lin Polk

BACKGROUND:

On February 27, 2007, the Board approved the Memorandum of Agreement with the Orange County Sheriff's Office to participate in the Urban Area Securities Initiative. Under the agreement Seminole County has received the following equipment: (3) Bobcats, (1) Tandem Trailer, (1) Trailer, (1) International 8600 with lights and siren package, (1) Ford E-350 Van with reflective markings, (2) Ford F-350's with bedliners and reflective markings, (1) Primary server, (1) DMZ server, (4) 50 amp Spiders, (3) portable air conditioning units, and (1) western shelter tent.

The specialized equipment will be used for Homeland Security and Domestic Preparedness purposes.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-47 through the Public Safety Federal Grants Fund to recognize equipment valued at $412,273.00 received under the Memorandum of Agreement (MOA) with the Orange County Sheriff's Office for participation in the Urban Area Securities Initiative.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By:
No additional reviews

2008-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
B Segal	2/21/08
Analyst	Date
Budget Manager	Date
Director	Date
08-47	
BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: Public Safety
Fund(s): Public Safety Federal Grants

PURPOSE: Appropriate funds to recognize equipment valued at $412,273 received under the FY2006/07 Memorandum of Agreement with the Orange County Sheriff's Office for Participating Orlando Urban Area Securities Initiative (UASI) Agencies. The agreement was approved at the February 27, 2007 board meeting.

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
11915.331230.055612		Public Safety Federal Grants	412,273
Total Sources			**$ 412,273**

Uses:

Account Number	Project #	Account Title	Amount
11915.055612.530521	80000004	Equipment 1,000-4,999	8,905
11915.055612.560642	80000004	Equipment >$4,999	403,368
Total Uses			**$ 412,273**

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:_____
Brenda Carey, Chairman

Date: _____

Date: _____

Entered by County Finance Department

_____

Date: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #08-48 - $1,800,000 - Public Works - 2001 Infrastructure Sales Tax Fund - Orange Boulevard

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Polk **EXT:** 7177

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-48 through the 2001 Infrastructure Sales Tax Fund in the amount of $1,800,000.00 to reduce the funding for the Orange Boulevard project.

County-wide Lin Polk

BACKGROUND:

The **Orange Boulevard** project will create a three lane section with a bi-directional turn lane along a 1.7 mile section of Orange Boulevard from County Road 46A to State Road 46. The project will also provide drainage improvements along the same stretch of road. It is anticipated that this project will be completed December 2009.

This project is currently budgeted for $4,902,656 for Construction and Design and bids received for this project were significantly lower than budget. The Construction Contract is being presented for the Board of County Commissioner's approval on the Purchasing section of this meeting's County Manager Consent Agenda.

The attached BAR will reduce the Construction funding for this project by $1,800,000, and increase Reserves for the 2001 Infrastructure Sales Tax Fund by an equivalent amount. Expenditures through September 30, 2007, total $247,345. After processing the attached BAR, the current year budget for this project will be $3,102,656, resulting in an estimated total cost of $3,350,001 for this project.

Reserves for the 2001 Infrastructure Sales Tax Fund after processing this BAR will be $11,958,439.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-48 through the 2001 Infrastructure Sales Tax Fund in the amount of $1,800,000.00 to reduce the funding for the Orange Boulevard project.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By:
No additional reviews

2008-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Fredrik Coulter Analyst	2/29/08 Date
Budget Manager	Date
Director	Date
08-48 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Works**
Fund(s): **2001 Infrastructure Sales Tax**

PURPOSE: To reduce funding for the Orange Boulevard project.

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
11541.077541.560670	00191636	Roads (Orange Boulevard)	$ 1,800,000
Total Sources			**$ 1,800,000**

Uses:

Account Number	Project #	Account Title	Amount
11541.999941.599994		Reserve for Capital Improvements	$ 1,800,000
Total Uses			**$ 1,800,000**

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:_____
Brenda Carey
Chairman

Date: _____

Date: _____

Entered by County Finance Department

_____

Date: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BCR #08-18 - $330,000 - Administrative Services - General Fund - Purchase of the Clark Property at Jetta Point

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Timothy Jecks **EXT:** 7181

MOTION/RECOMMENDATION:
BCR #08-18 - $330,000 - Administrative Services - General Fund - Transfer from the Land Acquisition Project (00243101) to the Jetta Point Park Project for the Purchase of the Clark property (00234601).

County-wide Lin Polk

BACKGROUND:

In 2002 and 2005, staff acquired approximately 42 acres for the development of a public park. The property contained one remaining out parcel, approximately 1.46 acres, owned by Charles W. Clark. Staff attempted to contact the owner several times from 2002 to early 2007. In mid 2007, the owner, Mr. Charles Clark, contacted staff and expressed an interest in selling the property.

Staff obtained an appraisal from Pomeroy Appraisal Associates of Florida, Inc. on July 24, 2007, with a value of $415,000. Mr. Clark offered to sell for $460,000. On August 28, 2007, the BCC directed staff to obtain a second appraisal due to the declining real estate market. The appraisal was completed by Florida Realty Analyst Inc. on October 9, 2007 with a value of $275,000. Mr. Clark then reduced his asking price to $360,000.

On January 8, 2008, the BCC directed staff to provide a 30 day offer to Mr. Clark in the amount of $302,500. Mr. Clark countered in writing with a 30 day offer of $325,000.

On February 12, 2008, the BCC requested staff to prepare an agenda item for the February 26, 2008 meeting, providing both appraisals and any other information relevant to the potential land purchase. At the February 26, 2008 BCC Meeting, the BCC directed staff to provide a 30 day offer to Mr. Clark in the amount of $313,000. Mr. Clark has indicated that this is an acceptable offer.

The requested budget transfer moves funds from the Land Acquisition Project to the Jetta Point Project for final closing on the transaction.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Budget Change Request #08-18 through the General Fund in the amount of $330,000 to transfer funds from the Land Acquisition Project (00243101) for the Purchase of the Clark Property at Jetta Point (00234601).

ATTACHMENTS:

1. Budget Change Request

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY BUDGET REQUEST

Budget Division Use only:

BCR	☒	08-18

DATE: 3/13/08

FROM: **Department** Administrative Services

Division Support Services

WHAT IS NEEDED:

Operational Adjustment	Project Adjustment
☐ More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Cost)	☐ More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increased Cost)
☐ More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Scope)	☒ More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increase Scope)
☐ New program or service: program or service is not in this fiscal year's budget.	☐ New project: Project is not in this fiscal year's budget.

Detailed Explanation:

To move funding from the Land Acquisition Project to the Jetta Point Project for the purchase of the Clark Property.

Fund # 00100 **Fund Name** General Fund

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	00100.010500.560610	00243101	Land (Land Acquisition Project)	$330,000
			TOTAL	**$330,000**

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER TO	00100.010584.560610	00234601	Land (Jetta Point Project)	$330,000
			TOTAL	**$330,000**

RECOMMENDATION: ☒ Approval Date 3/14/08 Analyst T. Jecks Budget Manager _____

REVIEW: FS Director _____ County Manager _____

BCC APPROVAL: BCC Meeting Date 3/25/08 Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Lake Myrtle Restoration MSBU - Assessment Resolution - Request to Schedule and Advertise Public Hearing

DEPARTMENT: Fiscal Services **DIVISION:** MSBU

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Kathy Moore **EXT:** 7179

MOTION/RECOMMENDATION:
Approve and authorize scheduling and advertising of a public hearing for considering the Lake Myrtle Restoration MSBU assessment resolution.

District 4 Carlton D. Henley Kathy Moore

BACKGROUND:

On September 25, 2007, via Ordinance 07-33, the Board approved the creation of the Lake Myrtle Restoration MSBU for the purpose of improving water quality and lake conditions within the southern most cove of Lake Myrtle. At that time, preliminary assessments based on estimated project costs were recorded. Following completion of the restoration work, the requested public hearing is required to finalize the assessment rates based on actual cost. The tentative date for the final public hearing is May 20, 2008. Actual hearing date may vary based on actual completion date of project.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize scheduling and advertising of the final public hearing and rate resolution for the Myrtle Lakes Improvement MSBU.

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Tag Day 2008

DEPARTMENT: Public Safety **DIVISION:** Animal Services

AUTHORIZED BY: Tad Stone **CONTACT:** Tad Stone **EXT:** 5000

MOTION/RECOMMENDATION:
Approve to sponsor Tag Day 2008 to be held Sunday, May 4, 2008, and authorization to waive the rabies vaccination and animal identification microchip implant fees during this event.

County-wide Tad Stone

BACKGROUND:
The American Humane Association (AHA) sponsors a nationwide campaign, "Every Day is Tag Day". Seminole County has sponsored this event the past five years and again, Animal Services would like to hold a "Tag Day" event at the shelter on Sunday, May 4, 2008. Holding this event on a Sunday, when the shelter is closed to the public, allows the veterinarian, staff and volunteers to work in an air conditioned building with the facilities to confine animals, if necessary. The goal of the program is to educate and encourage pet owners to microchip or tag their companion animals along with administering rabies vaccinations as part of the Division's rabies control efforts. Activities, that day only, would include free rabies vaccinations for Seminole County residents (limited to five (5) pets per household) and giving away 25 animal identification microchip implants. The veterinarian under contract with Seminole County would administer the rabies vaccinations. Michael J. Napier, Seminole County Health Department Administrator, is working with staff to support this event.

STAFF RECOMMENDATION:
Approve sponsoring "Tag Day" to be held on Sunday, May 4, 2008, and authorization to waive the rabies vaccination and microchip fees during this event.

ATTACHMENTS:

1. Health Dept Letter of Support

Additionally Reviewed By:
No additional reviews

FLORIDA DEPARTMENT OF HEALTH

Charlie Crist
Governor

Ana M. Viamonte Ros, M.D., M.P.H.
State Surgeon General

February 25, 2008

Mary Beth Lake
Manager, Seminole County Animal Control
232 Bush Boulevard
Sanford, FL 32773

Dear Ms. Lake:

Seminole County Health Department extends our support concerning Animal Services Public Awareness Campaign about the benefits of tagging and vaccinating companion animals. The community event, "Tag Day", that you have planned for May 4, 2008 is a great educational opportunity and will certainly enhance the public's awareness of the importance of care to all animal owners.

As Administrator of the Seminole County Health Department, we support and encourage your efforts to educate our citizens and vaccinate their pets.

Please feel free to contact me concerning any issue that I may be able to help you with, and I sincerely hope that this community event is a successful one.

Sincerely,

Michael J. Napier, M.S.
Administrator
Seminole County Health Department

SEMINOLE COUNTY HEALTH DEPARTMENT
A Healthy Community Includes You!
Seminole County Health Department
Mike Napier, M.S. Administrator
400 West Airport Blvd
Sanford, Florida 32773

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Acceptance of a Perpetual Stormwater Easement for the Sweetwater Cove Tributary Surface Water Restoration Project, Phase IIIB-Dredging/Revegetation of Sweetwater Cove Lake

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Robert Walter **EXT:** 5753

MOTION/RECOMMENDATION:
Accept and authorize the Chairman to execute a Perpetual Stormwater Easement for the Sweetwater Cove Tributary Surface Water Restoration Project, Phase IIIB - Dredging/Revegetation of Sweetwater Cove Lake.

District 3 Dick Van Der Weide Jerry McCollum

BACKGROUND:

As part of the Sweetwater Cove Tributary Surface Water Restoration Project, Phase IIIB, Perpetual Stormwater Easements from property owners adjacent to the project will be required for construction and future maintenance. Douglas Baker and Danielle Baker have indicated their willingness to donate a Perpetual Stormwater Easement, as evidenced by the attached document. (Capital Improvement Project #00008302).

STAFF RECOMMENDATION:

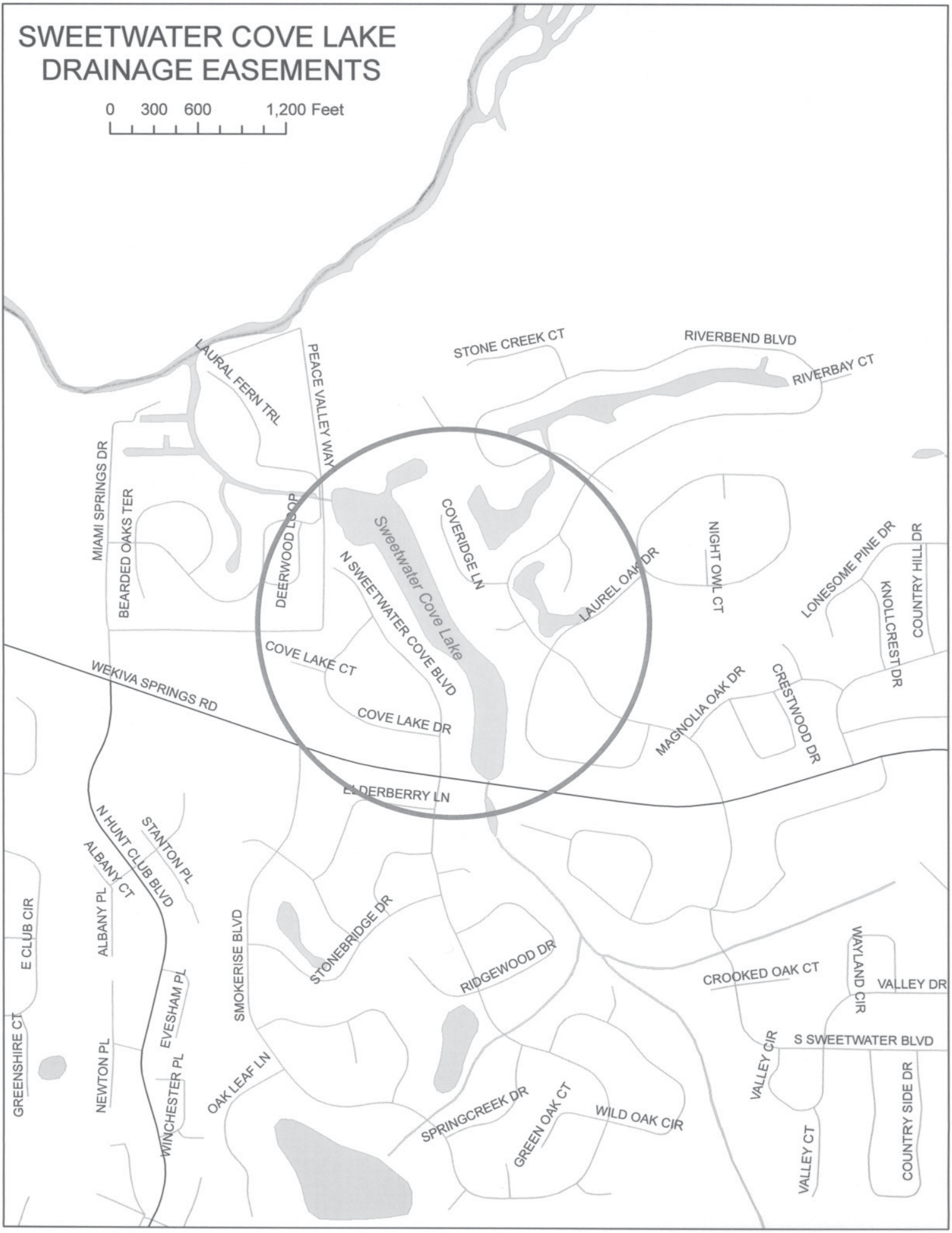
Staff recommends the Board accept and authorize the Chairman to execute a Perpetual Stormwater Easement for the Sweetwater Cove Tributary Surface Water Restoration Project, Phase IIIB - Dredging/Revegetation of Sweetwater Cove Lake.

ATTACHMENTS:

1. Location Map
2. Perpetual Stormwater Easement-Sweetwater Cove Lake

Additionally Reviewed By:
☑ County Attorney Review (Matthew Minter)

SWEETWATER COVE LAKE DRAINAGE EASEMENTS



THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 8 day of FEBRUARY, 2008, by Douglas and Danielle BAKER, whose address is 110 Coveridge Ln, Longwood, Fl 32779, hereinafter collectively referred to as GRANTOR(S), to 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 GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 19, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0190

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES for Douglas Baker:

SIGNATURE Witness #1

GREG Gary
PRINT NAME

Francine Giuffrida
SIGNATURE Witness #2

Francine Giuffrida
PRINT NAME

PROPERTY OWNER(S):

Douglas Baker

WITNESSES for Danielle Baker:

SIGNATURE Witness #1

GREG Gary
PRINT NAME

Francine Giuffrida
SIGNATURE Witness #2

Francine Giuffrida
PRINT NAME

PROPERTY OWNER(S):

Danielle Baker

PROPERTY OWNERS ADDRESS:

110 Cove Ridge Lane
Longwood, FL 32779

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 DOUGLAS BAKER and DANIELLE BAKER, who are [] personally known to me or [] who have produced Drivers License Florida as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 7 day of FEBRUARY, 2008.

NOTARY PUBLIC-STATE OF FLORIDA
D. Greg Gary
Commission # DD582432
Expires: AUG. 07, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 2010

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

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

By: _____
, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Adopt a Resolution Amending the Seminole County Administrative Code to Add a New Section 34.20 Entitled, "Signing and Lighting Seminole County Trail and Pedestrian Overpasses/Tunnels Policy"

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** David Martin **EXT:** 5610

MOTION/RECOMMENDATION:
Adopt a Resolution amending the Seminole County Administrative Code by the addition of a new Section 34.20, “Signing and Lighting Seminole County Trail and Pedestrian Overpasses/Tunnels Policy”.

County-wide Jerry McCollum

BACKGROUND:
On August 28, 2007, staff presented an item regarding the creation of a policy for signing and lighting of trail and pedestrian overpasses and/or tunnels. Based on direction from the Board, staff from the County Attorney's Office and the Engineering Division of Public Works, has prepared a Resolution and an amendment to the Administrative Code to create a new Section 34.20 entitled, "Signing and Lighting Seminole County Trail and Pedestrian Overpasses/Tunnels Policy".

STAFF RECOMMENDATION:
Staff recommends the Board adopt the Resolution amending the Seminole County Administrative Code by the addition of a new Section 34.20, “Signing and Lighting Seminole County Trail and Pedestrian Overpasses/Tunnels Policy”.

ATTACHMENTS:

1. Resolution
2. Administrative Code Section 34.20

Additionally Reviewed By:
☑ County Attorney Review (Robert McMillan)

RESOLUTION NO. 2008-R-_____ **SEMINOLE COUNTY, FLORIDA**

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON THE ___ DAY OF _____, 2008.

WHEREAS, Seminole County Ordinance No. 89-28 created the Seminole County Administrative Code; and

WHEREAS, Seminole County Resolution Numbers 89-R-438 and 05-R-151 adopted the Seminole County Administrative Code; and

WHEREAS, the Seminole County Administrative Code needs to be amended from time to time to reflect changes in the administration of County government, and

WHEREAS, the Board of County Commissioners desires to provide a policy on requirements for a common design for trail and pedestrian structures to include signage, lighting and other features,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THAT,

The Seminole County Administrative Code is hereby amended by the addition of new Section 34.20, "Signing and Lighting Seminole County Trail and Pedestrian Overpasses/Tunnels Policy", as more particularly described in the attachment.

ADOPTED this _____ day of _____, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

By:_____
BRENDA CAREY, Chairman

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

Date:_____

Attachment: Section 34.20, "Signing and Lighting Seminole County Trail Overpasses/Tunnels Policy"

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Not for Execution

SECTION 34. PUBLIC WORKS

34.20 SIGNING AND LIGHTING SEMINOLE COUNTY TRAIL AND PEDESTRIAN OVERPASSES/ TUNNELS POLICY

A. PURPOSE. To establish requirements for a uniform design for trail and pedestrian overpass and tunnel structures respectively to include signage, lighting and other features.

B. TRAIL OVERPASSES AND TUNNELS. Defined as multi-use overpasses and tunnels that provide for the continuity of a trail over or under a roadway, but are not a functional part of the roadway. Hours of operation are from sunrise to sunset or as specifically stated at the site by the County.

(1) Regulatory lighting on pedestrian overpasses will be provided where appropriate and permitted by the agency with jurisdiction.

(2) Regulatory signage for usage or directional purposes will be provided on trails for trail users as permitted by Federal and State Statutes. Identifying signage for motorists may be provided on structures where appropriate and permitted by the agency with jurisdiction.

(3) Decorative signage, lighting, or other items on structures crossing State or Federal roadways must be approved and permitted by FDOT. Current FDOT policies prohibit any of these uses with the exception of the following flags: United States America, State of Florida, county and city. To maintain consistency throughout the County, decorative signage, lighting, or other items are prohibited on structures crossing County or local roadways.

C. PEDESTRIAN OVERPASSES (NON-TRAIL). Defined as multi-use overpasses associated with the Federal, State, or local roadway transportation systems and a functional part of the roadway. They are open for operation 24 hours a day. Once an overpass is constructed, the at-grade signalized or non-signalized crosswalks are removed.

(1) Regulatory lighting on pedestrian overpasses will be provided where appropriate and permitted by the agency with jurisdiction.

(2) Regulatory signage for usage or directional purposes will be provided on the overpass for users as permitted by Federal and State Statutes. Identifying signage for approaching motorists may be provided on structures where appropriate and permitted by the agency with jurisdiction.

(3) Decorative signage, lighting, or other items on structures crossing State or Federal roadways must be approved and permitted by FDOT. Current FDOT policies do not permit such usage with the exception of the following flags: United States of

America, State of Florida, county and city. To maintain consistency throughout the County, decorative signage, lighting, or other items are prohibited on structures crossing County or local roadways.

AUTHORITY: Resolution #

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Resolution Authorizing the Chairman to Execute a Joint Participation Agreement with the Florida Department of Transportation to Facilitate Intersection Improvements on State Road 436 at Ronald Reagan Boulevard (County Road 427) FDOT-Financial Management Number 424257-1-58-01

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Brett Blackadar **EXT:** 5702

MOTION/RECOMMENDATION:
Adopt a Resolution and authorize the Chairman to execute a Joint Participation Agreement with the Florida Department of Transportation to facilitate intersection improvements on State Road 436 at Ronald Reagan Boulevard (County Road 427); FDOT-Financial Management Number 424257-1-58-01 (Capital Improvement Project Number 00191662).

District 4 Carlton D. Henley Jerry McCollum

BACKGROUND:
The Florida Department of Transportation (FDOT) has requested the County enter into a Joint Participation Agreement to advance intersection improvements on State Road 436 at Ronald Reagan Boulevard (County Road 427) into FDOT's Fiscal Year 2008/09 (which begins July 1, 2008). The design of this project is underway and is scheduled to be completed in July of 2008. The scope includes addition of a second northbound through lane on Ronald Reagan Boulevard for the southerly approach to State Road 436. Feasibility of extending the existing eastbound left turn lane on State Road 436 for the westerly approach to Ronald Reagan Boulevard is also being evaluated, and if justified, will be included as part of this project.

The Joint Facilitation Agreement provides for reimbursement of project costs by FDOT in an amount not to exceed $325,000. The funding is available as part of a proportionate share payment provided to FDOT from the Florida Hospital Altamonte Development of Regional Impact (DRI). The payment was required as part of mitigation for additional impacts from the recently approved substantial deviation for the DRI.

Since the Agreement provides funding to the County by way of reimbursement, a Budget Amendment Request (BAR) is being processed concurrently with this agenda item to move $325,000 into the construction account for this project in this fiscal year. Funds for this project are in Capital Improvement Project Number 00191662.

STAFF RECOMMENDATION:

Staff recommends the Board adopt a Resolution and authorize the Chairman to execute a Joint Participation Agreement with the Florida Department of Transportation to facilitate intersection improvements on State Road 436 at Ronald Reagan Boulevard (County Road 427); FDOT-Financial Management Number 424257-1-58-01 (Capital Improvement Project

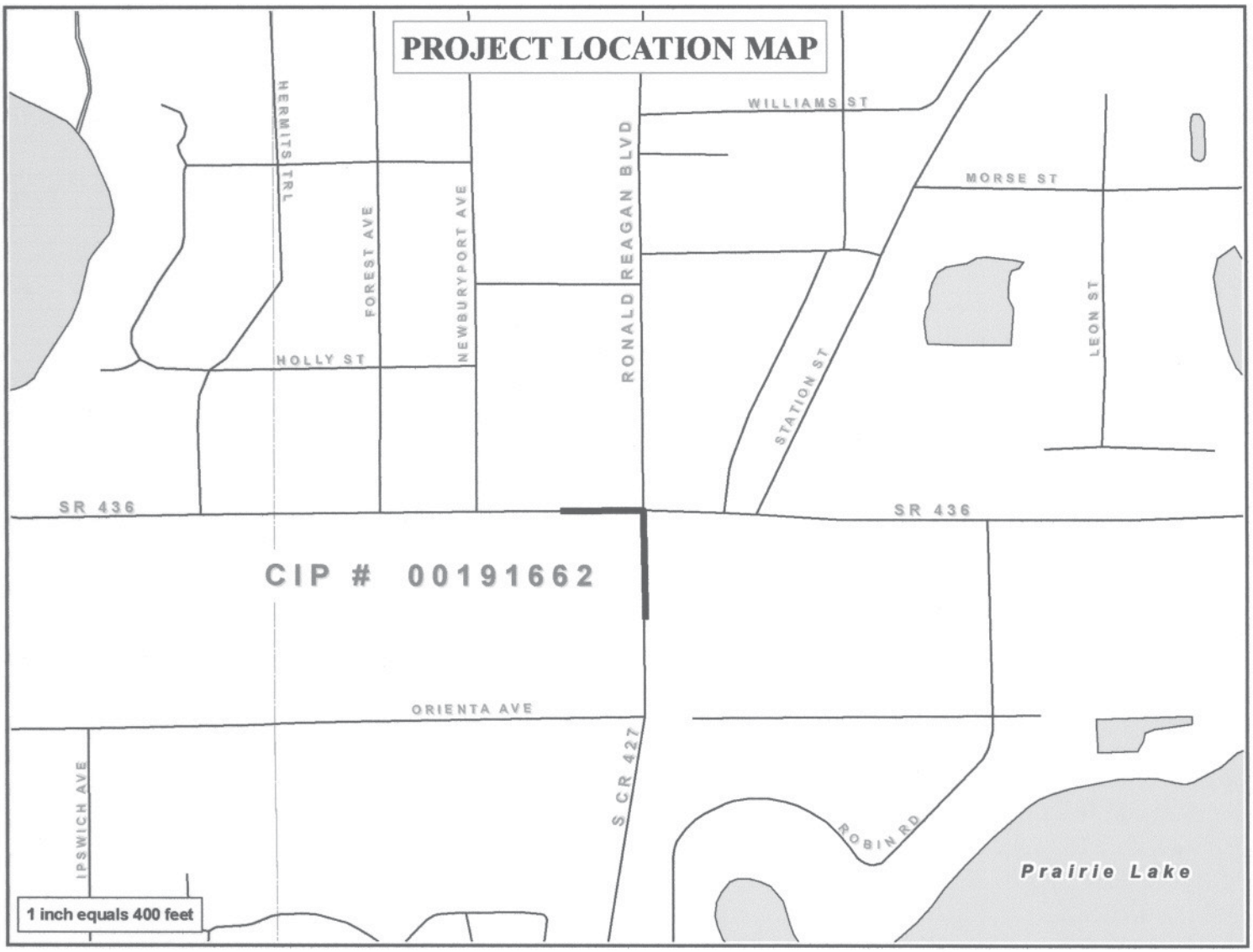
Number 001916612).

ATTACHMENTS:

1. Location Map
2. Resolution - SR 436 at Ronald Reagan Intersection Improvements
3. Joint Participation Agreement - SR 436 At Ronald Reagan Blvd. Intersection Improvements

Additionally Reviewed By:

- [x] Budget Review (Lin Polk, Lisa Spriggs)
- [x] County Attorney Review (Matthew Minter)


PROJECT LOCATION MAP
HERMITS TRL
FOREST AVE
NEWBURYPORT AVE
RONALD REAGAN BLVD
WILLIAMS ST
MORSE ST
LEON ST
STATION ST
HOLLY ST
SR 436
SR 436
CIP # 00191662
ORIENTA AVE
IPSWICH AVE
S CR 427
ROBIN RD
Prairie Lake
1 inch equals 400 feet

RESOLUTION NO. 2008 - R - _____ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 25th DAY OF MARCH, 2008.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate intersection improvements on State Road 436 at Ronald Reagan Boulevard (County Road 427) and;

WHEREAS, The State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation a Joint Participation Agreement for the aforementioned project, FDOT Financial Management No. 424257-1-58-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation a Joint Participation Agreement for the aforementioned project, FDOT Financial Management No. 424257-1-58-01.

ADOPTED THIS ___25th__ DAY OF _____March____, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

_____
MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida.

_____
Brenda Carey, Chairman

Financial Management No.: 424257-1-58-01 Agency: Seminole County Contract No:	Fund: LF Activity: Contract Amount: $325,000.00	FLAIR Approp: FLAIR Obj.: Org. Code: Vendor No.: F596000856-065

JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND SEMINOLE COUNTY

This Joint Participation Agreement (hereinafter the "Agreement"), made and entered into this _____ day of _____, 2008, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT) and SEMINOLE COUNTY, a Charter County and a political subdivision of the State of Florida (hereinafter referred to as the COUNTY),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the COUNTY, by Resolution/Minutes, a copy of which is attached hereto as Exhibit "B" and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the Project described as: "Intersection Improvements on SR 436 at CR 427", in Fiscal Year 2008/2009, said Project being known as FM# 424257-1-58-01, and more fully reflected in the Scope of Services attached hereto as Exhibit "A" and hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the adopted Five Year Transportation Plan; and

WHEREAS, the implementation of the Project is in the best interests of both the DEPARTMENT and the COUNTY and it would be most practical, expeditious, and economical for the COUNTY to perform the services to complete the Project; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date the last party executes same. The COUNTY agrees to complete the Project on or before one year from the date of execution of this Agreement. If the COUNTY does not complete the Project within the time period allotted, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project.

2. This Agreement shall serve as a permit to allow the COUNTY access to the DEPARTMENT'S right-of-way to perform all necessary work as required under this Agreement. The COUNTY shall perform necessary preliminary engineering, prepare all design plans for the PROJECT suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the PROJECT, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work to complete the Project, as specified in Exhibit "A" attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the COUNTY to perform any activity, which is outside of the scope of services of the Project. Except as specifically stated otherwise in this Agreement, all such activities shall be performed at such times, in such manner, and under such conditions as the COUNTY, in its sole discretion, deems appropriate. The DEPARTMENT shall not have any jurisdiction or control over COUNTY activities, except as specifically stated in this Agreement.

3. The COUNTY shall submit six (6) copies of all design plans that pertain to this Agreement to the DEPARTMENT for review and approval. Prior to commencing the work described herein, the COUNTY shall request a Notice to Proceed from the DEPARTMENT'S Construction Project Manager at (386) 943-5406 or from an appointed designee. Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.

4. In relation to Construction, the parties agree on the following:

(A) The COUNTY shall hire a contractor using the COUNTY'S normal bid procedures to perform the construction work for the Project.

(B) The COUNTY shall be responsible for ensuring that the Construction work under this Agreement is performed in accordance with the approved construction documents and will meet all applicable DEPARTMENT standards as specified in Exhibit "D".

(C) The COUNTY shall hire a DEPARTMENT qualified construction engineering and inspection firm ("CEI") to perform the Construction Engineering Inspection work for the Project, which CEI work shall be deemed to be part of the Project. If the COUNTY utilizes its own work force for any services for the Project, the costs and expenses associated with such self-performance shall not be subject to reimbursement.

(D) Upon request, the COUNTY agrees to provide progress reports to the DEPARTMENT in the standard format used by the COUNTY and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter be granted a conference with the other party.

(E) After construction is complete, the DEPARTMENT will resume maintenance responsibilities of the roadway within the DEPARTMENT'S right-of-way. The maintenance responsibilities required of the COUNTY will be specified in separate agreements or permits.

5. The DEPARTMENT agrees to reimburse the COUNTY its actual direct costs, excluding COUNTY overhead, in an amount not to exceed **$325,000.00 (Three Hundred Twenty Five Thousand Dollars and No/100)**. Reimbursement will be in accordance with Section 339.12, Florida Statutes, and subject to Legislative approval and appropriation. The COUNTY understands that it is responsible for all cost of the Project over and above $325,000.00 (Three Hundred Twenty Five Thousand Dollars and No/100).

6. Actual direct costs are limited to the COUNTY'S direct payments to its contractor as required for completion of the Project. Such costs include, but are not limited to, costs for supplies, materials, and services related to the Project.

7. Reimbursement herein is conditioned on the following:

(A) Bills for fees or other compensation for services or expenses shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit. Such submissions must include an Invoice Summary Sheet, supporting documentation to justify the charges and for the final payment, the Notice of Completion; and

(B) All payments from the DEPARTMENT to the COUNTY are conditioned upon the completion of the Project in a manner consistent with the Project construction documents by the COUNTY'S contractor;

(C) The COUNTY may receive progress payments for services that have been completed and accepted to the satisfaction of the DEPARTMENT when properly supported by invoices or other acceptable evidence of payment to its contractors. The remaining balance will be due upon the completion and approval of all Project services.

(D) Within 30 days after completion of the work authorized by this Agreement, the COUNTY shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, Exhibit "C". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

(E) The COUNTY shall provide the DEPARTMENT with documentation supporting its final costs of the Project. This documentation must show the total amount the COUNTY has incurred for the services performed under this Agreement.

8. The COUNTY which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable to the COUNTY, in addition to the invoice amount. Interest penalties of less than one dollar ($1.00) will not be enforced unless the COUNTY requests payment. Invoices which have to be returned to the COUNTY because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline at 1-800-848-3792.

9. The COUNTY agrees to keep complete records and accounts in order to record complete and correct entries as to all costs, expenditures and other items incidental to the work for this Project. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT at all times during the period of this agreement and for a period of five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the COUNTY'S general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

10. In the event this Agreement is in excess of TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

> "The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than one year."

11. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the COUNTY to that effect.

12. Audits: The administration of funds awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEPARTMENT staff, limited scope

audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. If applicable, EXHIBIT 1 to this Agreement indicates Federal resources awarded through the DEPARTMENT by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. If applicable, EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS-522
DeLand, Florida 32720

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

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

2. In the event that a copy of the reporting package for an audit required by PART I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the DEPARTMENT for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS-522
DeLand, Florida 32720

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS-522
DeLand, Florida 32720

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS-522
DeLand, Florida 32720

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to:

A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS-522
DeLand, Florida 32720

5. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely 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.

6. Recipients, 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, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

13. After written notice and a reasonable opportunity to cure, either party may unilaterally cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by such party in conjunction with this Agreement.

14. This Agreement shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the

DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the PROJECT in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

15. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all prior negotiations, correspondence, conversation, agreements, or understanding applicable to the matters contain herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

16. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement

17. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Shirley Matthews	Vince Vacchiano
JPA Coordinator/MS 4-522	Construction Project Manager
719 South Woodland Boulevard	719 South Woodland Boulevard
DeLand, Florida 32720-6834	DeLand, Florida 32720-6834
PH: (386) 943-5452	PH: (386) 943-5406
shirley.matthews@dot.state.fl.us	vincent.vacchiano@dot.state.fl.us

SEMINOLE COUNTY

Brett Blackadar, P.E.
Principal Engineer, Engineering Division
Seminole County Public Works Department
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773
(407) 665-5702
BBlackadar@seminolecountyfl.gov

18. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed 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 any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the COUNTY has executed this Agreement this _____ day of _____, 2008, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2008.

SEMINOLE COUNTY, FLORIDA
By: BOARD OF COUNTY COMMISSIONERS

By: _____

Name: Brenda Carey

Title: Chairman - BOCC

As approved by the Board on:

_____

Attest:

_____
Maryanne Morse
Clerk to the Board of County Commissioners
of Seminole County

For use and reliance of Seminole County only.
Approved as to form and legal sufficiency.

Legal Review

_____
Seminole County Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: George S. Lovett

Title: Director of Transportation Development

Attest:

_____
Executive Secretary

Legal Review:

_____

Financial Provision Approval by
Department of Comptroller on:

_____

Authorization Received From the Comptroller's
Office as to Availability of Funds:

_____

EXHIBIT "A"

SCOPE OF SERVICES

Financial Management Number: 424257-1-58-01

SR 436 and CR 427 (Ronald Reagan Blvd) Intersection Improvements

Project Description

This project will add a second northbound through lane on Ronald Reagan Blvd for the approach to SR 436. Signal modifications to the existing mast arm in the southeast quadrant will also be included. As part of project, we are also looking into the feasibility of extending the eastbound left turn lane on SR 436 for the approach to Ronald Reagan Blvd in order to provide additional vehicle queuing space. If this turn lane extension is justified, it will also be included as part of this project.

EXHIBIT "B"

RESOLUTION/MINUTES
Financial Management Number: 424257-1-58-01

EXHIBIT "C"
NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and SEMINOLE COUNTY

PROJECT DESCRIPTION: Intersection Improvements for SR 436 at CR 427 (Ronald Reagan Boulevard)

FINANCIAL MANAGEMENT ID# 424257-1-58-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20___.

SEMINOLE COUNTY

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

Exhibit "D"

TERMS & CONDITIONS OF CONSTRUCTION

1. The COUNTY is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the PROJECT (as described more fully in Exhibit "A"). The PROJECT shall be constructed in accordance with construction plans and specifications to be approved by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any substantial changes to the plans be required during construction of the PROJECT, the COUNTY shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The COUNTY shall be responsible to maintain the area of the PROJECT at all times during construction of the PROJECT. All payment and performance bonds shall name the DEPARTMENT as an additional oblige. All warranties on any product or material used in construction of said PROJECT shall be in favor of the DEPARTMENT.

2. The COUNTY shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The COUNTY shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The COUNTY is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the PROJECT. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the COUNTY will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or COUNTY right-of-way nor the placing of facilities upon DEPARTMENT and/or COUNTY land shall operate to create or vest any property right in the COUNTY except as otherwise provided in separate agreements.

6. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of COUNTY activities pursuant to this Agreement. The individual shall have the authority to act on

behalf of the DEPARTMENT in all matters relative to this Agreement and his or her approval shall be binding on the DEPARTMENT. The COUNTY shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The COUNTY shall perform all required testing associated with the design and construction of the PROJECT in accord with DEPARTMENT standards and requirements. The COUNTY shall, as directed by the DEPARTMENT representative, procure independent assurance testing. Said testing results shall be provided to the DEPARTMENT representative and he or she shall approve or disapprove said testing results in an expedited manner. The DEPARTMENT shall have the right, but not the obligation, to perform such independent testing from time to time during the course of the PROJECT.

8. The COUNTY shall utilize only a DEPARTMENT qualified construction engineering and inspection firm ("CEI") to perform the work on the PROJECT.

9. The COUNTY shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the COUNTY shall immediately make any necessary changes and notify the DEPARTMENT and the COUNTY after the modifications.

10. The DEPARTMENT may request and shall be granted a conference with the COUNTY and at the COUNTY'S option, the COUNTY'S CEI firm, to discuss any part of the PROJECT activities that the DEPARTMENT determines to be inconsistent with the approved design plans and specifications. The COUNTY will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

11. The COUNTY shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the PROJECT so that the safe and efficient movement of the traveling public is maintained. The COUNTY is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the COUNTY shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the PROJECT area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S 2007 Standard Specifications for Road and Bridge construction and the DEPARTMENT'S 2008 Roadway and Traffic Design Standards, and as those sources may be amended from time to time. The COUNTY may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the PROJECT.

12. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the COUNTY. Any additional right or privilege required to undertake and to complete construction of the PROJECT shall be secured by the COUNTY.

13. Upon completion of the work in accord with the Plans, the COUNTY shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, 2007 edition as amended, or otherwise conform to or meet generally accepted professional practices. Additionally, the COUNTY shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents as specified in Paragraph 12, then the PROJECT shall be deemed accepted by and turned over to the DEPARTMENT.

14. In the event contaminated soil is encountered by the COUNTY or anyone within the DEPARTMENT right of way, the COUNTY shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the COUNTY of any required action related thereto.

15. It is acknowledged by the parties that construction plans and specifications are still being prepared by the COUNTY as of the date of this Agreement. Construction of the PROJECT will not commence until the DEPARTMENT has approved the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been property obtained and certified (if applicable) as such by the DEPARTMENT's Right of Way Manager.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) - $ (*amount*)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOT APPLICABLE

Federal Program:
List applicable compliance requirements as follows:

1. *First applicable compliance requirement* (*e.g., what services/purposes resources must be used for*).
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. Etc.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) - $ (*amount*)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (*list State awarding agency, Catalog of State Financial Assistance title and number*) - $ (*amount*)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Huntington Pointe Homeowners Association, Inc.

DEPARTMENT: County Attorney's Office **DIVISION:** Litigation

AUTHORIZED BY: Lola Pfeil **CONTACT:** Sharon Sherrer **EXT:** 7257

MOTION/RECOMMENDATION:
Huntington Pointe Homeowners Association, Inc. Approval of a proposed negotiated settlement relating to Parcel Number 126 on the Lake Emma Road improvement project. The proposed negotiated settlement is at the sum of $37,675.00 inclusive of all land value, improvements, cost to cure, damages, statutory interest, total attorney's fees, expert fees and cost reimbursements. Judge Galluzzo.

District 4 Carlton D. Henley Bob McMillan

BACKGROUND:
see attached

STAFF RECOMMENDATION:
Staff recommends that the Board approve the proposed negotiated settlement relating to Parcel Number 126 on the Lake Emma Road improvement project. The proposed negotiated settlement is at the sum of $37,675.00 inclusive of all land value, improvements, cost to cure, damages, statutory interest, total attorney's fees, expert fees and cost reimbursements.

ATTACHMENTS:

1. Huntington Pointe Homeowners Association, Inc.

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

To: Board of County Commissioners

Through: Matthew G. Minter, Deputy County Attorney

From: Al Schwarz, Assistant County Attorney
Ext. 5736

Concur: Pam Hastings, Administrative Manager/Public Works Department
David V. Nichols, P.E., Principal Engineer/Engineering Division 2-20-08

Date: February 21, 2008

Subject: Settlement Authorization
Lake Emma Road
Parcel No. 126
Owner: Huntington Pointe Homeowners Association, Inc.
Seminole County v. Huntington Pointe Homeowners Association, Inc.
Case No.: 2007-CA-3987-0126-13-L

This memorandum requests settlement authorization by the Board of County Commissioners (BCC) as to Parcel No. 126 on the Lake Emma Road project. The proposed negotiated settlement is $37,675.00 inclusive of all land value, improvements, cost to cure, damages, statutory interest, total attorney's fees, expert fees and cost reimbursements. The total sum is allocated as follows:

$31,500.00	land value
$ 6,175.00	attorney's fees, experts' fee and cost reimbursements
$37,675.00	Total

I PROPERTY

A. Location Data. Parcel No. 126 is part of the common area tracts to the "Huntington Pointe" subdivision located along the west side of Lake Emma Road. A location map depicting the location of the parcel is attached as Exhibit A.

B. Address. The physical address is Tract F of Huntington Pointe Phase I. A Parcel sketch is attached as Exhibit B.

II AUTHORITY TO ACQUIRE.

The BCC adopted Resolution No. 2007-R-29 on February 13, 2007. The Lake Emma Road project was found to be necessary and serving a public purpose and in the best interests of the citizens of Seminole County. The Order of Take to obtain Parcel No. 126 was successful and occurred on February 7, 2008 with title vesting in Seminole County on February 18, 2008, the date of the good faith deposit in the amount of $17,500.00.

III ACQUISITIONS AND REMAINDER

The fee acquisition of Parcel No. 126 totaled 7,045 square feet from Tract F which contains 1.497 acres leaving a remainder of 1.335 acres.

IV APPRAISED VALUES

A. County Report. The County's reports were prepared by The Spivey Group, Inc. The initial appraisal for Parcel No. 126 was performed on August 21, 2003 and reported full compensation at $4,900.00. After the appraisal was performed, the Lake Emma project was brought to a halt. After the Lake Emma road improvement project was reinstituted as the result of Resolution No. 2007-R-29, another appraisal was performed for Parcel No. 126 as of March 5, 2007 reporting full compensation at $15,600.00. The updated appraisal for the Order of Taking showed the value as of December 15, 2007, to be $17,500.00.

B. Owner's Report. The owner has not had an appraisal prepared but hired an MAI appraiser to review the County's appraisal reports.

V BINDING OFFERS/NEGOTIATION

The Board approved a binding written offer of $23,000.00 based on the initial appraisal on June 14, 2007. However, the property owner's counsel has produced a document alleged to be an initial offer in the amount of $5,390.00 on March 3, 2004 before the project was brought to a halt.

The issue in this case involved the value of the land as diminished by a utility easement and the disputed cost of a particular improvement. Also, an issue was raised by the property owner's attorney that the attorney's fees and cost reimbursements should be based upon the alleged offer of $5,390.00 sent by the County in 2004. If that were the case, it would have resulted in increased cost reimbursements as well as statutory attorney's fees in the amount of $8,616.00.

County staff contacted the property owner's attorney with a recent counteroffer at $29,850.00 exclusive of any and all fees and costs. Through subsequent negotiations, the parties agreed to total compensation of $37,675.00 for all land value, attorney's fees, experts' fees and cost reimbursements. The compensation for land value,

improvements, cost to cure, damages, and statutory interest is at $31,500.00 with an additional $6,175.00 allocated for attorney's fees, expert fees for the MAI appraiser and cost reimbursements.

VI ATTORNEY'S FEES AND COST REIMBURSEMENTS

The amount of $6,175.00 was allocated for attorney's fees and expert fees for the MAI appraiser and cost reimbursements. Statutory attorney's fees based on the written offer of $23,000.00 on June 14, 2007 would have been $2,805.00.

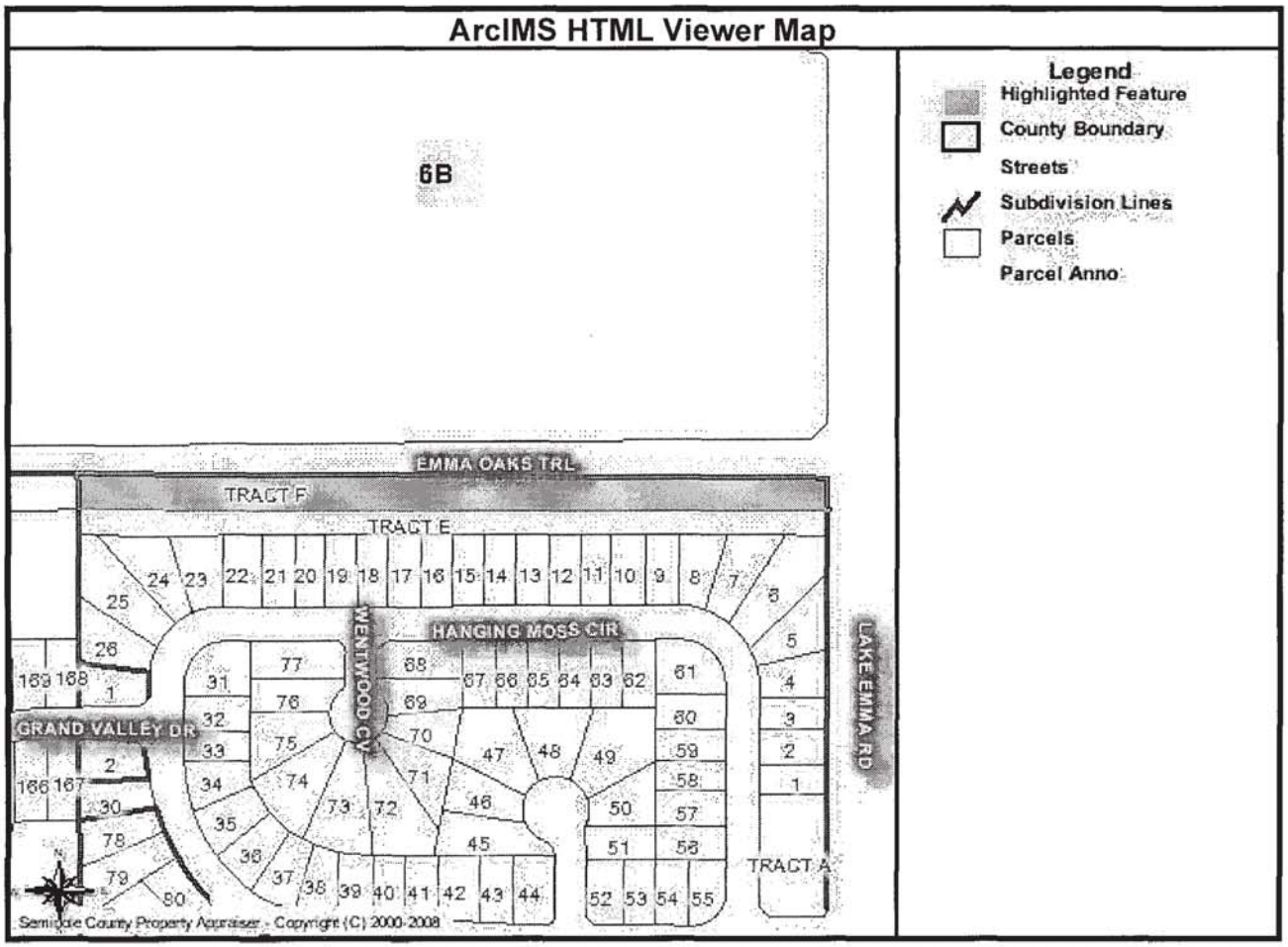
VII COST AVOIDANCE

By this settlement, the County avoids all additional costs associated with litigation, including a cost hearing regarding a written offer made in 2004.

VIII RECOMMENDATION

County staff recommends that the BCC approve this negotiated settlement in the total sum of $37,675.00 inclusive of all land value, improvements, cost to cure, damages, statutory interest, total attorney's fees, expert fees and cost reimbursements.

AHS/dre
Attachments
Exhibit A - Location map
Exhibit B - Parcel sketch
P:\Users\Dedge\My Documents\Mem\Agenda Item Huntington Pointe 126b Lk Emma.Doc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Legend
Highlighted Feature
County Boundary
Streets
Subdivision Lines
Parcels
Parcel Anno
6B
EMMA OAKS TRL
TRACT F
TRACT E
HANGING MOSS CIR
WENTWOOD CY
GRAND VALLEY DR
LAKE EMMA RD
TRACT A
Seminole County Property Appraiser - Copyright (C) 2000-2008

EXHIBIT A

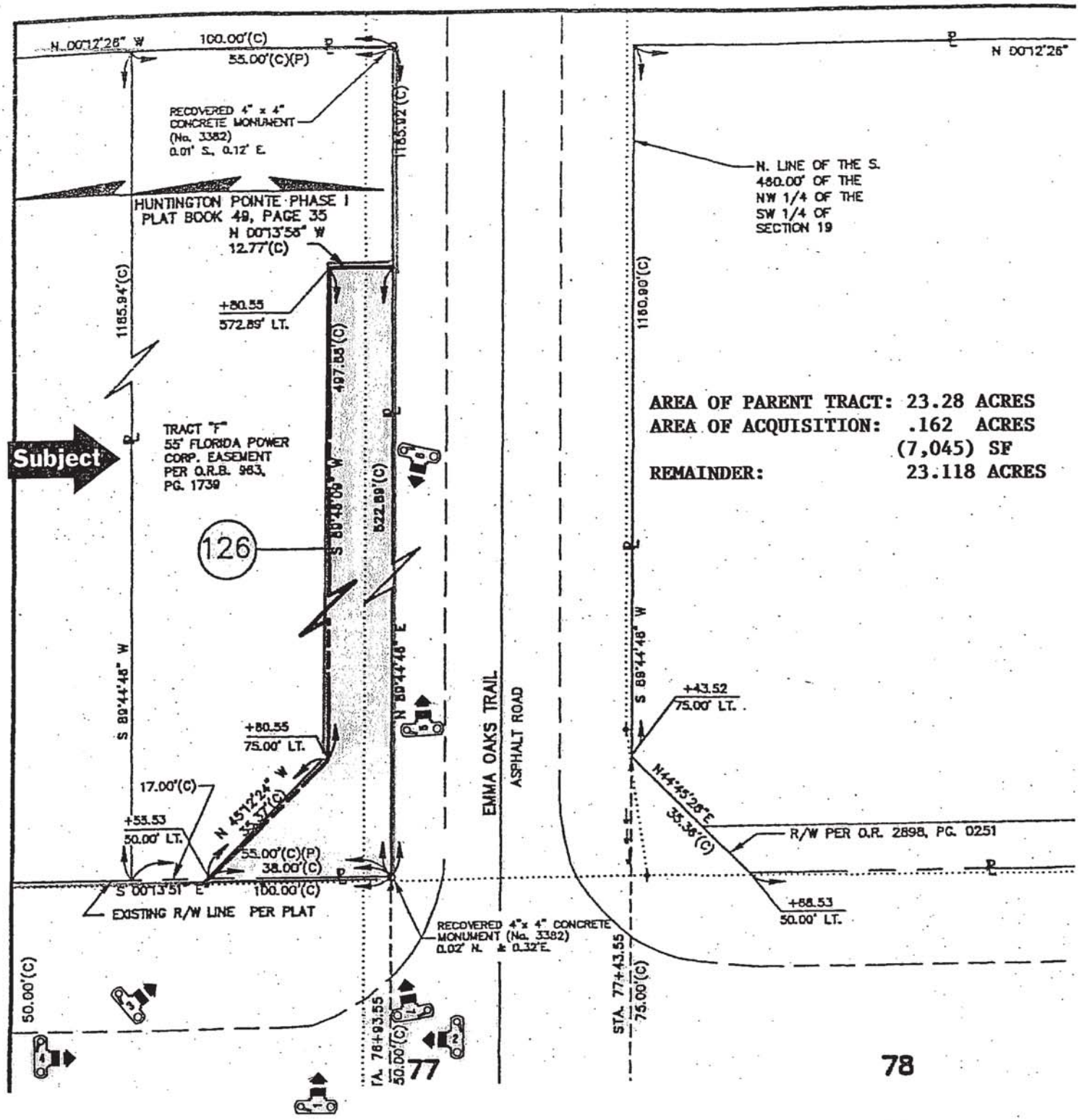

N 00°12'26" W
100.00'(C)
55.00'(C)(P)
RECOVERED 4" x 4" CONCRETE MONUMENT (No. 3382) 0.01' S, 0.12' E
1165.92'(C)
HUNTINGTON POINTE PHASE I PLAT BOOK 49, PAGE 35
N 00°13'55" W 12.77'(C)
+80.55 572.89' LT.
1185.94'(C)
497.53'(C)
TRACT "F" 55' FLORIDA POWER CORP. EASEMENT PER O.R.B. 963, PG. 1739
Subject
S 89°44'48" W
522.89'(C)
126
N 89°44'48" E
+80.55 75.00' LT.
17.00'(C)
N 45°12'24" W 35.37'(C)
+53.53 50.00' LT.
55.00'(C)(P)
38.00'(C)
S 00°13'51" E
100.00'(C)
EXISTING R/W LINE PER PLAT
50.00'(C)
EMMA OAKS TRAIL
ASPHALT ROAD
RECOVERED 4"x 4" CONCRETE MONUMENT (No. 3382) 0.02' N. & 0.32'E.
STA. 78+93.55
50.00'(C)
77
N 00°12'26"
N. LINE OF THE S. 480.00' OF THE NW 1/4 OF THE SW 1/4 OF SECTION 19
1180.90'(C)
AREA OF PARENT TRACT: 23.28 ACRES
AREA OF ACQUISITION: .162 ACRES
(7,045) SF
REMAINDER: 23.118 ACRES
S 89°44'48" W
+43.52 75.00' LT.
N44°45'26"E 35.38'(C)
R/W PER O.R. 2898, PG. 0251
+68.53 50.00' LT.
STA. 77+43.55
75.00'(C)
78

EXHIBIT B

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Subordination of Utility Interest Agreement

DEPARTMENT: County Attorney's Office **DIVISION:** Property Acquisition

AUTHORIZED BY: Lola Pfeil **CONTACT:** Sharon Sharrer **EXT:** 7257

MOTION/RECOMMENDATION:
Execute Subordination of Utility Interest Agreement. Lake Emma Road Subordination of Utility Interest Agreement (Parcel Numbers 126, 755, 835A/835B and 848) between Seminole County and Florida Power Corporation d/b/a Progress Energy Florida, Inc., in conjunction with the Lake Emma Road improvement project.

District 4 Carlton D. Henley Bob McMillan

BACKGROUND:
see attached

STAFF RECOMMENDATION:
Staff recommends that the Board authorize execution of the Lake Emma Road Subordination of Utility Interest Agreement (Parcel Numbers 126, 755, 835A/835B and 848) between Seminole County and Florida Power Corporation d/b/a Progress Energy Florida, Inc., in conjunction with the Lake Emma Road improvement project.

ATTACHMENTS:

1. Subordination of Utility Interests

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

FROM: Al Schwarz, Assistant County Attorney AHS
Ext. 5736

THROUGH: Matthew G. Minter, Deputy County Attorney
Ext. 5736

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
David V. Nichols, P.E./Principal Engineer/Engineering Division DVN 2-26-08

DATE: February 26, 2008

SUBJECT: Easements
Florida Power Corporation d/b/a Progress Energy Florida, Inc.
Lake Emma Road road improvement project
Parcel Nos. 126, 755, 835A/835B and 848
Seminole County v. Huntington Pointe HOA, et al
Case No. 2007-CA-3987-0126-13-L

This Memorandum requests approval by the Board of County Commissioners (BCC) and execution by the Chairman of a Subordination of Utility Interests agreement with respect to the easement interests of Florida Power Corporation "FPC" d/b/a Progress Energy Florida, Inc. relating to Lake Emma Road, particularly Parcel Nos. 126, 755, 835A/835B and 848.

The BCC adopted Resolution No. 2007-R-29, on February 13, 2007, authorizing the acquisition of these parcels involved with Lake Emma Road and finding that the Lake Emma Road road improvement project is necessary and serves a public purpose and is in the best interests of the citizens of Seminole County.

FPC has signed and tendered a recordable instrument, entitled Subordination of Utility Interests, for filing in the land records. Please see location map attached as Composite Exhibit A and a copy of the Subordination agreement attached as Composite Exhibit B.

FPC's interest in the referenced parcels are Transmission and Distribution easements. FPC has agreed to provide the subordination of its easement interests without charge. This will also preclude FPC's involvement in the referenced case.

DGS/dre
Attachments:
Composite Exhibit A - Location Map
Composite Exhibit B - Subordination Agreement
P:\Users\dedge\My Documents\MEM\Agenda Item Lake Emma Rd Fl Power Corp Subordination.doc

PROJECT MAP

EXHIBIT A

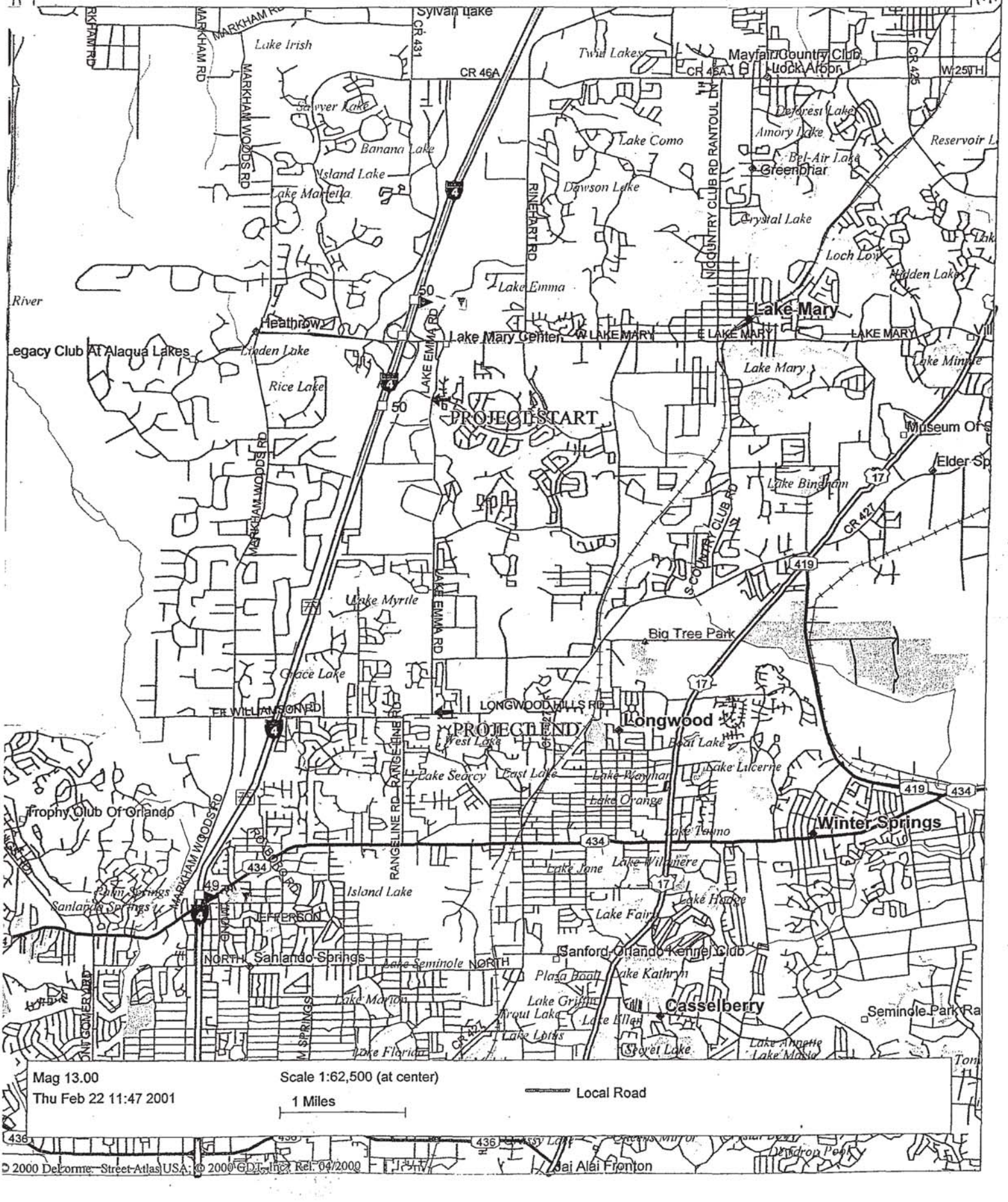


EXHIBIT B

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, 2008, by and between FLORIDA POWER CORPORATION d/b/a Progress Energy Florida, Inc., whose address is 410 South Wilmington Street, PEB 17B5, Raleigh, North Carolina 27601, hereinafter referred to as the "COMPANY", 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 "COUNTY".

W I T N E S S E T H:

WHEREAS, the COMPANY presently has an interest in certain lands that have been determined necessary for use as right-of-way for additional traffic lanes and improved drainage facilities on **Lake Emma Road**; and

WHEREAS, the proposed use of these lands for use as right-of-way for additional traffic lanes and improved drainage facilities purposes on **Lake Emma Road** will require subordination of the interest claimed in such lands by the COMPANY to the COUNTY; and

WHEREAS, the COUNTY is willing to pay to have the COMPANY's facilities relocated, if necessary, or to replace COMPANY's easements with new easements encumbering different lands if necessary, to prevent conflict between the facilities so that the benefits of each may be retained,

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the COMPANY and the COUNTY agree as follows:

THE COMPANY subordinates any and all of its interest in the lands described as follows:

PARCEL NO. 126 **LAKE EMMA ROAD**
FEE SIMPLE
PROPERTY I.D. NO. 19-20-30-522-0F00-0000

That portion of Tract "F", Huntington Pointe Phase 1, as recorded in Plat Book 49, Page 35, of the Public Records, Seminole County, Florida, being more particularly described as follows:

Begin at the Northeast corner of said plat of Huntington Pointe, said point being the intersection of the existing South right of way line of Emma Oaks Trail (a 50' right of way) and the existing West right of way line of Lake

Emma Road (a 100' right of way); thence run South 00°13'51" East, along said West right of way line, a distance of 38.00 feet; thence departing said right of way line, run North 45°12'24" West, a distance of 35.37 feet; thence run South 89°46'09" West, a distance of 497.88 feet; thence run North 00°13'56" West, a distance of 12.77 feet to said existing South right of way line of Emma Oaks Trail; thence run North 89°44'46" East, along said right of way line, a distance of 522.89 feet to the POINT OF BEGINNING.

Containing 7045 square feet, more or less.

PARCEL NO. 755 **LAKE EMMA ROAD**
TEMPORARY CONSTRUCTION EASEMENT
PROPERTY I.D. NOS: 30-20-30-300-002D-0000
30-20-30-300-0140-0000
30-20-30-300-002P-0000

That portion of the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 20 South Range 30 East, as recorded in Official Records Book 2114, Page 758 and Official Records Book 2164, Page 817 Seminole County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northwest 1/4 of said Section 30, thence S89°50'07"W, along the South line of the Southeast 1/4 of the Northwest 1/4, 1268.09 feet to the existing Easterly right-of-way line of Lake Emma Road as described in Deed Book 189, Page 422 of the Public Records of Seminole County, Florida; thence run the following thirteen (13) courses and distances along said right-of-way line, N00°10'08"W, 376.36 feet; thence N89°45'57"E, 17.00 feet; thence N00°10'08"W, 466.82 feet; thence S89°45'58"W, 17.00 feet; thence N00°10'08"W, 200.00 feet; thence N89°45'58"E, 17.00 feet; thence N00°10'08"W, 283.00 feet; thence S89°45'58"W, 17.00 feet; thence N00°10'08"W, 433.00 feet; thence N89°45'58"E, 17.00 feet; thence N00°10'08"W, 200.00 feet; thence S89°45'58"W, 17.00 feet; thence N00°10'08"W, 62.58 feet for the POINT OF BEGINNING; thence continue N00°10'08"W, along said right-of-way line, 276.35 feet; thence departing said right-of-way line, N89°49'52"E, 28.00 feet; thence S00°10'08"E, 22.57 feet; thence S89°49'52"W, 23.00 feet; thence S00°10'08"E, 221.28 feet; thence N89°49'52"E, 24.00 feet; thence S00°10'08"E, 26.50 feet; thence S89°49'52"W, 24.00 feet; thence S00°10'08"E, 6.00 feet; thence S89°49'52"W, 5.00 feet to the POINT OF BEGINNING.

Containing 2537 square feet more or less

PARCEL NO. 835A **LAKE EMMA ROAD**
DRAINAGE EASEMENT
PROPERTY I.D. NO. 19-20-30-521-0C00-0000

That portion of Lot 11A, Technology Park at Lake Mary, 2nd Replat, according to the Plat thereof as recorded in Plat Book 48, Page 1, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 11A, thence N00°14'57"W, along the West line of said Lot 11A, 107.51 feet; thence N33°11'12"E along said West lot line, 114.97 feet for a POINT OF BEGINNING; thence continue N33°11'12"E, along said West lot line, 20.41 feet; thence departing said West lot line, run S46°39'01"E, 96.19 feet to the East line of said Lot 11A; thence run S44°45'03"W, along said East lot line, 20.09 feet; thence departing said East lot line, run N46°39'01"W, 92.09 feet to the aforementioned West lot line and the POINT OF BEGINNING.

Containing 1,891 square feet, more or less.

TOGETHER WITH

PARCEL NO. 835B **LAKE EMMA ROAD**
ACCESS AND DRAINAGE EASEMENT
PROPERTY I.D. NO. 19-20-30-521-0C00-0000

That portion of Lot 11A, Technology Park at Lake Mary, 2nd Replat, according to the Plat thereof as recorded in Plat Book 48, Page 1, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 11A, thence N00°14'57"W, along the West line of said Lot 11A, 107.51 feet; thence N33°11'12"E along said West lot line, 66.56 feet for a POINT OF BEGINNING; thence continue N33°11'12"E along said West lot line, 48.41 feet; thence departing said West lot line, run S46°39'01"E, a distance of 29.59 feet; thence S34°44'34"W, 65.07 feet to a point of curvature of a curve, concave Southeasterly, having a central angle of 49°49'23", a radius of 55.00 feet and a chord bearing of S09°49'53"W, thence Southwesterly along the arc of said curve, a distance of 47.83 feet; thence S15°04'48"E, 16.15 feet; thence S06°32'04"E, 52.34 feet; thence S11°15'31"E, 8.52 feet; thence S26°03'04"E, 6.99 feet to the existing Northerly right-of way-line of Technology Park as according to the Plat as recorded in Plat Book 37, Page 61, Public Records of Seminole County, Florida, said point lying on a curve, concave Northerly and having a central angle of 01°28'33", a radius of 1121.27 feet and a chord bearing of S87°09'50"W; thence run

Westerly along the arc of said curve and said right-of-way line, a distance of 28.88 feet; thence departing said curve and said right-of-way line, run N08°36'11"E, 5.01 feet; thence N01°36'16"W, 8.43 feet; thence N06°41'51"W, 47.72 feet to a point on a non-tangent curve, concave Northeasterly, having a central angle of 15°29'12", a radius of 74.26 feet and a chord bearing of N20°36'18"W; thence from a tangent bearing of N28°20'54"W, run Northwesterly along the arc of said curve, a distance of 20.07 feet to a point on a non-tangent curve, concave Easterly, having a central angle of 17°54'14", a radius of 114.11 feet and a chord bearing of N03°20'30"E; thence from a tangent bearing of N05°36'37"W, run Northerly along the arc of said curve, a distance of 35.66 feet to a point on a non-tangent curve, concave Southeasterly, having a central angle of 17°57'06", a radius of 85.96 feet and a chord bearing of N24°14'11"E; thence from a tangent bearing of N15°15'38"E, run Northeasterly along the arc of said curve, a distance of 26.93 feet; thence N34°38'09"E, 24.72 feet; thence N55°21'51"W, 4.99 feet to the aforementioned West lot line and the POINT OF BEGINNING.

Containing 5,194 square feet, more or less.

PARCEL NO. 848 **LAKE EMMA ROAD**
DRAINAGE EASEMENT
PROPERTY I.D. NO. 19-20-30-517-0000-0110

That portion of Lot 11, Technology Park at Lake Mary Replat, according to the Plat thereof as recorded in Plat Book 43, Page 13, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 11A, Technology Park at Lake Mary, 2nd Replat, according to the plat thereof as recorded in Plat Book 48, Page 1, Public Records of Seminole County, Florida, thence N00°14'57"W, along the West line of said Lot 11A, 107.51 feet; thence N33°11'12"E along said West lot line, 14.25 feet for a POINT OF BEGINNING; thence departing said West lot line run N00°03'28"W, 228.29 feet; thence N24°18'37"W, 37.00 feet; thence N06°03'56"E, 43.50 feet; thence N89°45'03"E, 137.50 feet to the Northwest corner of said Lot 11A; thence S04°15'03"W, along said West lot line, 127.00 feet; thence continue along said West lot line S33°11'12"W, 214.14 feet to the POINT OF BEGINNING.

Containing 0.615 acres, more or less.

to the interest of the COUNTY, its successors, or assigns, for the purpose of constructing, improving, maintaining and operating a road, including drainage facilities, over, through,

upon, and/or across such lands, including, but not limited to, the claim of interest based on the following:

NATURE OF ENCUMBRANCE	DATE	FROM OR AGAINST	IN FAVOR OF	RECORDED BOOK/PAGE
Easement TX	11/16/72	E. F. Callaway and Katherine S. Callaway	Florida Power Corporation	963/1739
Distribution Easement DIST	06/16/95	Collage Design Build, Inc.	Florida Power Corporation	2989/754
Distribution Easement DIST	10/15/97	Weeks Realty, LP	Florida Power Corporation	3374/1221
Easement DIST	12/17/71	Glenn Steele and Loreda Steele	Florida Power Corporation	928/270

PROVIDED that the COMPANY has the following rights:

1. The COMPANY shall have the right to construct, operate, maintain, remove, and relocate facilities on, within, and upon the lands described herein. Any new construction or relocation of facilities within the lands will be subject to prior approval by the COUNTY's Engineer.

2. The COMPANY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the COUNTY's facilities.

3. The COMPANY agrees to repair any damage to COUNTY facilities and to indemnify the COUNTY against any loss or damage resulting from the COMPANY exercising its rights outlined in Paragraphs 1 and 2 above.

4. Should the COUNTY require the COMPANY to alter, adjust, or relocates its facilities located within said lands, the COUNTY hereby agrees to pay the cost of such alteration, adjustment or relocation, including, but not limited to the cost of acquiring appropriate replacement easements. Any relocation, alteration or removal of COMPANY's facilities not required by the COUNTY shall be performed at COMPANY's sole cost and expense.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ATTEST: R. Alexander Glenn

Assistant Secretary, Secretary

(CORPORATE SEAL)

STATE OF Florida)
COUNTY OF ~~Seminole~~ Pinellas)

FLORIDA POWER CORPORATION

By: J. Dale Oliver

Vice, President

Date: 1/25/08

3300 Exchange Place
Lake Mary, Florida 32746

APPROVED
CRAWFORD, OWEN & HINES, P.A.
BY: BC
DATE: 1/18/08

I HEREBY CERTIFY that, on this 25th day of January, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. Dale Oliver, and R. Alexander Glenn as Vice President and Asst. Secretary, respectively, of Florida Power Corp, a corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Eileen M. Clark

Print Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

NOTARY PUBLIC STATE OF FLORIDA
Eileen M. Clark
Commission # DD593488
Expires September 10, 2010
Bonded Thru Fain Insurance, Inc 800-385-7019

[Balance of this page intentionally blank; signatory page continues]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

As authorized for execution by the Board of County Commissioners at its _____ 2008, regular meeting.

_____
County Attorney

AHS/dre
11/01/07
P:\Users\Dedge\My Documents\Agt\Fpc Lake Emma 126 835ab 848 Subordination Of Utility Interests.Doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Expenditure Approval Lists; BCC Minutes & Clerk's Received and Filed

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 25 and March 3, 2008; Approval of BCC Official Minutes dated February 26, 2008.

County-wide Dave Godwin

BACKGROUND:
see attached

STAFF RECOMMENDATION:
Staff recommends approval of Expenditure Approval Lists dated February 25 and March 3, 2008; Approval of BCC Official Minutes dated February 26, 2008.

ATTACHMENTS:

1. Clerk's Report 3-25-08

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Expenditure Approval Lists; BCC Minutes & Clerk's Received and Filed

DEPARTMENT Clerk's Office **DIVISION:** County Commission Records

AUTHORIZED BY Dave Godwin **CONTACT:** Sandy McCann **EXT.** 7662

Agenda Date 03-25-2008 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐

MOTION/RECOMMENDATION

Approval of Expenditure Approval Lists
Approval of BCC Official Minutes

BACKGROUND:

1. Expenditure Approval Lists dated February 25 & March 3, 2008
2. Official Minutes dated February 26, 2008
3. Clerk's "Received and Filed" - for information only

Reviewed by:
Co. Att_____
OMB_____
Other_____
DCM_____
CM_____

CLERK'S REPORT
MARCH 25, 2008

I. **ITEMS FOR CONSIDERATION FROM COUNTY FINANCE**

A. EXPENDITURE APPROVAL LISTS

Expenditure Approval Lists dated February 25 & March 3, 2008, 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 26, 2008.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only

1. Amended Letter of Credit for the project known as Regal Point Park Lot 4.

2. Special Review of BCC Executive Travel conducted by the Internal Audit Division of the Clerk's Office.

3. First Amendment to RFP-600244-07.

4. Amendment #14 to Work Order #11 to PS-0381-06.

5. Amendment #1 to Work Order #18 to PS-0381-06.

6. First Amendment to Litigation Consultant Services Agreement, Gerson, Preston, Robinson & Co.

7. Amendment #2 to Work Order #22 to PS-0381-06.

8. Fifth Amendment to RFP-4164-02.

9. Title Opinion and Performance Bonds for Terracina at Lake Forest.

10. Ordinance #2007-43 relating to East Lake Brantley (Hoffman) Rezone as approved by the BCC on November 13, 2007.

11. Board of Adjustment Development Orders as follows: Ernest & Stacey Bedner; J.W. Gerhard & Karen Munster; Robert & Marsha Lillie; Susan Behel; Jimmie & Pamela Jones; Bryan & Rhonda Kelly; Thomas & Josephine Silvey; David & Rebecca Scott; Stephen & Teresa Zurkuhlen; Charles Waugh; Dean Matteson; James & Elizabeth Weber; Joseph Smirti; Bertie Tomberlin; Scott Lincoln; Palm Springs Road Church of Christ Trustees; Lutheran Haven; Roberto Ramon; and Shoppes of Sweetwater, Inc.

12. Change Order #1 to Work Order #18 to CC-1075-06.

13. Change Order #3 to Work Order #4 to CC-1075-06.

14. Change Order #1 to CC-2324-07.

15. Change Order #1 to Work Order #19 to CC-1075-06.

16. Work Order #34 to PS-5174-04.

17. Recorded Mortgage Instrument for Timothy & Molly Hudson.

18. Amendment #2 to M-2379-07.

19. M-3063-08 Basic Contract with Horizon Engineering Group, Inc.

20. M-3193-08 Basic Contract with The Triece Company.

21. Litigation Consultant Services Agreement with Diversified Property Specialists, Inc.

22. Work Order #20 to PS-1074-06.

23. Amendment #5 to RFP-1091-06.

24. Amendment #4 to RFP-4172-03.

25. Ninth Amendment to IFB-3089-04.

26. Work Order #5 to PS-5181-05.

27. Amendment #2 to Work Order #17 to PS-0381-06.

28. Change Order #1 to CC-2116-07.

29. Work Order #68 to PS-5150-03.

30. Certificate of Completion for CC-1449-06.

31. Amendment #2 to Work Order #73 to PS-556-00.

32. Work Order #33 to PS-5174-04.

33. Work Order #13 to RFP-0013-06.

34. Amendment #1 to Work Order #8 to RFP-0013-06.

35. Second Amendment to IFB-600250-07.

36. Work Order #72 to PS-5150-03.

37. Work Order #71 to PS-5150-03.

38. IFB-600282-07 Term Contracts for Tree Trimming and/or Removal and Stump Grinding with Stiles Corp. and Lewis Tree Service, Inc.

39. Memorandum to Cindy Coto, County Manager, from Bruce McMenemy, Office of Clerk of Circuit Court, relating to Travel Reimbursement and Repayment of Prior Claim submitted by Commissioner McLean.

40. Work Order #21 to PS-1074-06.

41. RFP-600280-08 Term Contract for Purchase of Sodium Hydroxide with Allied Universal Corp.

42. Original Interlocal Agreement with Orange County relating to Interoperable Communications Equipment for Region Five as approved by the BCC on July 13, 2004.

43. Right-of-way Utilization Permit Maintenance Bonds for Winter Miles Industrial Park Phase 1 and Dalton Drive right-of-way (Arborview Park).

44. Work Order #6 to PS-5131-02.

45. Work Order #21 to PS-5135-02.

46. Work Order #23 to RFP-0225-05.

47. Notice to Proceed #3 for CC-2098-07.

48. Certificate of Completion for Work Order #53 to CC-1262-05.

49. M-2608-08 Basic Contract with Metric Engineering.

50. Customer Agreement for Reclaimed Water Rates and Reclaimed Water Flow, Distribution, Delivery and Spray Easement, The Irvin Company.

51. Conditional Utility Agreements for water and sewer services for the projects known as Checkers-Alafaya; Lake Mary Village Outparcel; and Lake Mary Westin.

52. Bills of Sale for Aloma Park Center and Fairwinds Credit Union.

53. Customer Agreement for Reclaimed Water Rates and Reclaimed Water Flow, Distribution, Delivery and Spray Easement for 101 Commerce St. LLC.

54. Utility Agreements for water and sewer service with Shoppes at Oviedo Marketplace LLC.

55. Copy of e-mail to County Manager, Cindy Coto, from Bruce McMenemy, office of Clerk of Circuit Court, relating to County Manager e-mail to BCC dated 3/3/08, "County Investment Policy".

56. Copy of e-mail from Bruce McMenemy, Office of Clerk of Circuit Court, to Cindy Coto, County Manager, responding to e-mail to BCC dated 3/3/08, "County Investment Policy".

57. Bids as follows: CC-2938-07 and CC-2945-07.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Law Enforcement Trust Fund Contribution for Project Graduation 2008

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 $12,000.00 from the Law Enforcement Trust Fund to provide funds for "Project Graduation" to Seminole County high schools.

County-wide Penny Fleming

BACKGROUND:

The Seminole County Sheriff's Office is requesting $12,000.00 fro the Law Enforcement Trust Fund to provide funds for an alcohol and drug free celebration for Seminole County high schools on graduation night.

The Seminole County Sheriff's Office strongly supports the expenditure of these funds as an alternative to irresponsible and reckless behavior on graduation night. "Project Graduation" is a collective effort involving concerned parents, students, faculty, and law enforcement to ensure a safe environment for our graduating seniors as they celebrate their completion of high school. Through the efforts of those involved, "Project Graduation" is offered to high school seniors as a means to prevent tragic events relating to drunk driving and drug abuse. Each student who attends "Project Graduation" agrees to arrive and remain substance free throughout the celebration.

The following six high schools have requested funds for 2008: Lyman High School, Winter Springs High School, Oviedo High School, Lake Mary High School, Seminole High School and Crooms Academy High School. The Sheriff's Office would contribute $2,000 to each school to partially offset their expected expenditures.

This request complies with Chapter 932.7055(4)(a), Florida State Statutes. The State/Local Forfeiture Fund Cash Balance prior to this commitment is $24,752.51.

STAFF RECOMMENDATION:
The Sheriff's Office recommends approval by the Board of County Commissioners to contribute $12,000.00 from the Law Enforcement Trust Fund to provide funds for "Project Graduation" to Seminole County high schools.

Additionally Reviewed By:

- [x] Budget Review (Ben Crawford, Lisa Spriggs)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Law Enforcement Trust Fund Contribution to the Central Florida Freedom School operated by 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 $2,000.00 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 $12,752.51.

STAFF RECOMMENDATION:
The Sheriff's Office recommends 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.

Additionally Reviewed By:

☑ Budget Review (Ben Crawford, Lisa Spriggs)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Consider adoption of a Resolution that delegates to the City of Oviedo the authority to establish a Community Redevelopment Agency

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Tom Tomerlin **EXT:** 7430

MOTION/RECOMMENDATION:
Deny the attached resolution.

County-wide Dori DeBord

BACKGROUND:

The City of Oviedo is requesting a delegation from the Board that would authorize the City to establish a Community Redevelopment Agency. The attached resolution was provided by the City of Oviedo. The properties associated with the proposed Community Redevelopment Agency, commonly referred to as the Community Redevelopment Area (or CRA), are described in the attached Exhibit "A". The CRA encompasses several distinct areas that include commercial, residential and vacant parcel areas. The attached *Oviedo Community Redevelopment Plan* addresses each sub-area and lays out the findings of necessity associated with the proposed CRA.

County Planning Staff reviewed a prior finding of necessity report and provided the City with written comments in a memorandum dated May 22, 2007 (attached). The attached *Oviedo Community Redevelopment Plan* appears to have addressed some of these prior concerns. The proposed CRA boundaries, however, are inconsistent with Florida Statutes because they include unincorporated lands. Should the City desire to include these unincorporated lands, a joint CRA would be required, which would need to be ratified through an appropriate legal instrument.

According to the City, the formation of a Community Redevelopment Agency is consistent with ongoing strategic planning efforts as outlined in the City's Strategic Economic Development Plan, the City's Comprehensive Plan, and the City's Downtown Master Plan.

The decision to establish a Community Redevelopment Area should consider many factors. Among these factors, land planning and financial considerations are critical. The attached redevelopment plan appears to address land planning requirements in an adequate fashion. The financial considerations associated with this request are inherently complex, however, the central trade-off is the earmark of tax increment funds for expenditure within the CRA, versus the opportunity costs associated with using these tax revenues outside both the physical and policy boundaries associated with the Community Redevelopment Area.

STAFF RECOMMENDATION:

Staff recommends that the Board deny the attached resolution because the inclusion of unincorporated land into a City CRA is inconsistent Florida Statutes regarding Home Rule Charter. Given this, two options are available to the Board, as follows:

(1) Recommend appropriate changes to the attached resolution and bring back for Board consideration at a later date, or

(2) Deny the City of Oviedo's delegation request to establish a Community Redevelopment Agency.

ATTACHMENTS:

1. Resolution
2. Exhibit A - Legal Description
3. Oviedo Letter Requesting CRA Delegation
4. Planning Comment Memorandum
5. Oviedo Community Redevelopment Plan (Draft)
6. Miscellaneous Communication Regarding Timelines

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

RESOLUTION NO. 08-R-_____ **SEMINOLE COUNTY, FLORIDA**

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF MARCH 25, 2008.

WHEREAS, Seminole County is a political subdivision of the State of Florida which has adopted a Home Rule Charter; and

WHEREAS, pursuant to Section 163.410, *Florida Statutes*, Seminole County may delegate to the governing bodies of municipalities within Seminole County, the exercise of such powers conferred upon Seminole County by Part III, Chapter 163, *Florida Statutes*, as amended, as Seminole County may deem appropriate; and

WHEREAS, Section 163.410, *Florida Statutes*, permits such a delegation to be made subject to such conditions and limitations as Seminole County may impose; and

WHEREAS, the City of Oviedo, a Florida municipal corporation which is wholly within the jurisdictional boundaries of Seminole County, has requested that Seminole County delegate to the City of Oviedo, pursuant to Section 163.410, *Florida Statutes*, the right and authority to exercise certain powers conferred upon Seminole County by Part III, Chapter 163, *Florida Statutes*, as amended, such powers to specifically include the power to create a community redevelopment agency as part of the municipal public body or taxing authority, together with necessarily appurtenant responsibilities, rights and authority, as a governing body

serving as a community redevelopment agency under Part III, Chapter 163, *Florida Statutes,* as amended; and

WHEREAS, the Board of County Commissioners of Seminole County have found and determined that the establishment of a community redevelopment agency within the City of Oviedo would serve a public purpose and would be consistent with the goals, objectives and policies of the *Seminole County Comprehensive Plan*, and will otherwise be consistent with the controlling provisions of State law,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, THAT:

1. Pursuant to Section 163.410, *Florida Statutes*, the Board of County Commissioners of Seminole County, Florida, acting for and on behalf of Seminole County, Florida, hereby delegates to the City of Oviedo such authority, rights, and responsibilities conferred upon Seminole County pursuant to Part III, Chapter 163, *Florida Statutes*, as amended, in order that the City of Oviedo may create and establish a community redevelopment agency within its municipal boundaries subject to the conditions and limitations set forth herein and the controlling provision of State law.

2. The above delegation is subject to the following conditions:

(a) The delegation set forth herein shall relate solely and exclusively to that certain real property described in the Exhibit "A" attached hereto and made a part hereof.

(b) In accordance with Section 163.410, *Florida*

Statutes, this delegation ". . . shall confer only such powers. . . as shall be specifically enumerated in [this] . . . delegating resolution" and the City of Oviedo shall be charged with and solely responsible for making any and all necessary findings relative to the actions taken with regard to the creation of a community redevelopment agency and any and all actions taken subsequent to the creation of said City of Oviedo community redevelopment agency.

(c) The power delegated herein is the authority to create a City of Oviedo community redevelopment agency relating only to the property (the "Community Redevelopment Area") described in the Exhibit "A" attached hereto, which subject properties relate to the area proximate to or a part of the so-called "New Downtown" area within the City Limits of the City of Oviedo, containing numerous parcels of property.

(d) As to the Community Redevelopment Area described in the Exhibit "A", except for the ninety-five per cent (95%) of the "increment revenues" which shall be appropriated by Seminole County and by the City of Oviedo and deposited in the redevelopment trust fund which is created by the City of Oviedo in accordance with Section 163.3187, *Florida Statutes*, as amended, for a period not exceeding twenty-five (25) tax years, no Seminole County tax revenues, equivalent revenues, or any other County funds of any kind shall be used in any way to fund the City's community redevelopment agency created by the City of Oviedo nor any of said community redevelopment agency's programs or projects. The City of Oviedo may pledge its revenues to the community redevelopment agency, but in no event shall pledge or assert any interest in any Seminole County revenues or funds.

(e) If the City of Oviedo has not created and established the City's community redevelopment agency as contemplated herein on or before March 30, 2009, including the enactment of an ordinance establishing a redevelopment trust fund as and relating to the Community Redevelopment Area described in the Exhibit "A" hereto; then the delegation set forth in this Resolution shall be deemed terminated and shall be of no further force or effect.

(f) Any proposed additional community redevelopment areas or any proposed expansion of the community redevelopment area contemplated by this Resolution shall require that the City of Oviedo seek and request an additional delegating resolution which action, as well as the actions set forth herein, shall not be deemed or construed, in any way, as a general delegation by Seminole County of any powers nor a pledge of any Seminole County funds or revenues to be used by the City of Oviedo, the City's community redevelopment agency or within the Community Redevelopment Area.

(g) Neither the City of Oviedo nor the City's community redevelopment agency shall contest or challenge any provision, term or condition of this Resolution.

(h) The members of the City's community redevelopment agency's governing board shall be the City Council of the City of Oviedo, in accordance with the provisions of Section 163.357, *Florida Statutes*. Notwithstanding the foregoing, the City Council of the City of Oviedo shall appoint a citizen advisory committee consisting of five (5) residents of Seminole County; provided, however, that the City Council shall appoint two (2) of the members as nominated by the Board of County Commissioners of Seminole County.

(i) Any and all actions relative to the creation and implementation of the City's community redevelopment agency shall be structured and configured in such a way as to facilitate the consolidation of the City's community redevelopment agency, and all of its projects and programs, into any multi-jurisdictional or Countywide community redevelopment agency that may be established in the future by Seminole County. The potential consolidation of the City's community redevelopment agency authorized herein with other community redevelopment agencies relating to other community redevelopment areas into a multi-jurisdictional community redevelopment agency shall be optional with regard to the City of Oviedo. To address that potential, however, all documents of creation and implementation of the City's community redevelopment agency shall provide for the

contingent future transfer of any and all projects, programs, assets, property, funds, obligations and liabilities to Seminole County and/or a multi-jurisdictional or Countywide community redevelopment agency established by Seminole County.

(j) The City of Oviedo shall and hereby does hold harmless and indemnify Seminole County from and against any losses or claims of any type or nature whatsoever resulting in any way from the creation of the City's community redevelopment agency.

3. As to all activities of any type or nature of or by the City's community redevelopment agency, the City's community redevelopment agency shall hold harmless and indemnify Seminole County from and against any losses or claims of any type or nature whatsoever. This condition shall not preclude the City of Oviedo from obtaining indemnification from the City's community redevelopment agency.

4. Any action by the City of Oviedo or the City's community redevelopment agency in conflict with the limitations and requirements stated herein shall immediately revoke and rescind the authorization and delegation to the full extent made in this Resolution.

5. This delegation is made at the request of the City of Oviedo and shall not be construed to represent the taking on or acceptance of any obligation by Seminole County or the making of any required finding or action by Seminole County under Chapter 163, *Florida Statutes*, as amended, or any other law, rule or regulation except only as to Seminole County's consent that the

City of Oviedo may crate a community redevelopment agency pursuant to the terms and conditions hereof, and consistency with the provisions of the *Seminole County Comprehensive Plan* relative to the creation of community redevelopment agencies or areas of any actions relating thereto.

6. If any clause, paragraph, provision, sentence, term, conditions or part of this Resolution is found to be invalid, inoperable, unconstitutional, unenforceable or otherwise contrary to law; then this entire Resolution shall be of no force, effect or meaning.

ADOPTED this day of 2008.

ATTEST:

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

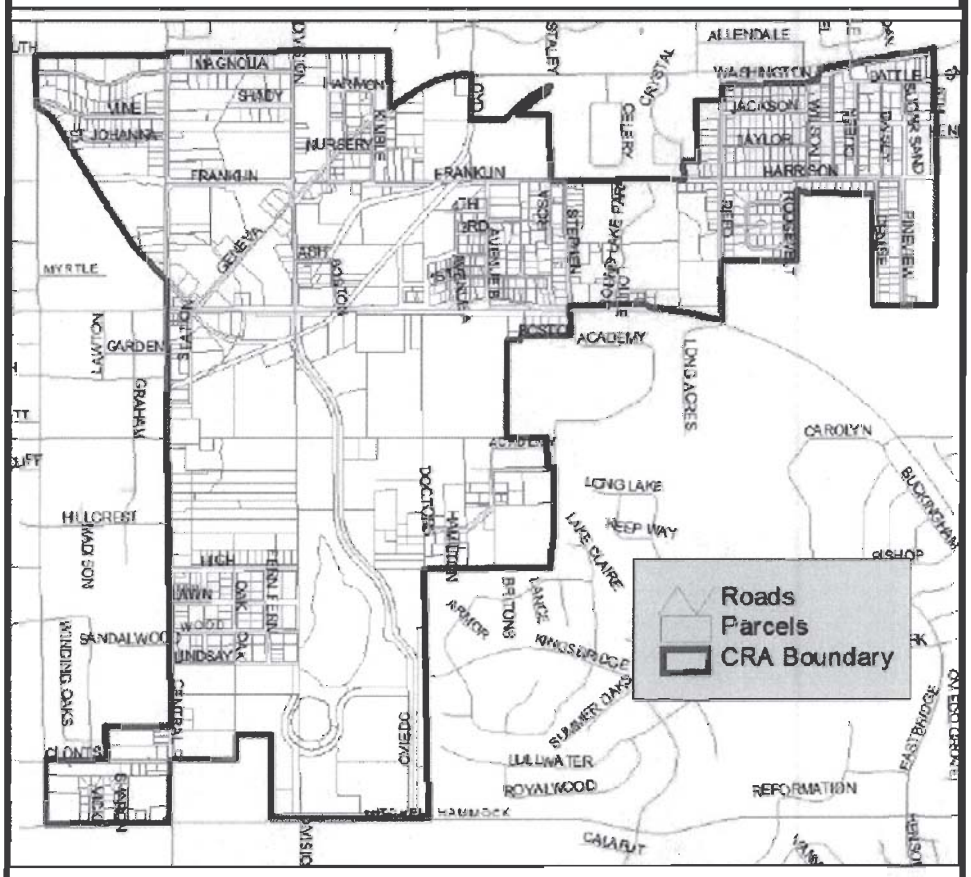
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:
BRENDA CAREY
CHAIRMAN

Exhibit "A" – Legal Description Oviedo CRA

FIGURE 1

Community Redevelopment Area Boundary



Source: GIS data provided by Oviedo Development Services

N
W E
S

Created: January 2008 by BBPC

500 0 500 Feet

Appendix – Legal Description

The boundary of the Community Redevelopment Area is as follows:

- Starting at the intersection of West Mitchell Hammock Road and the southwest portion of parcel 15-21-31-300-057E-0000
- Continuing north along the western portions of the following parcels in Section 15 Township 21 Range 31 Subdivision 300: 057E-0000, 0570-0000, 0550-0000
- Continuing east along the northern portions of the following lots in Section 15 Township 21 Range 31 Subdivision 300: 0550-0000, 0560-0000, 0580-0000, 054A-0000, 054B-0000
- Continuing north along the centerline of Central Avenue (SR 434)
- At the intersection of Central Avenue (SR 434) & Railroad Street, continuing northeast through Section 10 Township 21 Range 31 Subdivision 300 Block 0950
- Continuing north along the center line of Lake Jessup Avenue
- Continuing east along the northern portions of the following lots in Section 10 Township 21 Range 31 Subdivision 503 Block 0000: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15
- Continuing north along the centerline of Central Avenue (SR 434)
- Continuing east along the northern portions of the following lots in Section 10 Township 21 Range 31 Subdivision 507 Block 0000 Lots: 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33
- Continuing east along the northern portions of the following Blocks in Section 10 Township 21 Range 31 Subdivision 300 Blocks: 0400, 0410, 0420 & the following lots of Section 10 Township 21 Range 31 Subdivision 510: 48, 17, 16
- Continuing south along the eastern portion of Section 10 Township 21 Range 31 Subdivision 300 Block 0420
- Continuing northeast along the centerline of Geneva Drive (CR 426)
- Continuing south on the centerline of Lloyd Drive
- Continuing north along the northern portion of Section 10 Township 21 Range 31 Subdivision 300 Block 0930

- Continuing south along the eastern portion of Section 10 Township 21 Range 31 Subdivision 300 Block 0930

- Continuing east along the northern portions of the following Blocks in Section 11 Township 21 Range 31 Subdivision 300: 0140, 019C, 0160, 016A, 0240, 0250

- Continuing north along the western portion of Section 11 Township 21 Range 31 Subdivision 300 Block 012B. Continuing east along the northern portion of the same parcel

- Continuing north along the western portion of Lots in Section 11 Township 21 Range 31 Subdivision 503 Block 0000: 0730, 0740, 0750, 0760, 0770, 0780, 0790, 0800, 0810, 0820, 0830, 0840, 0850

- Continuing east along the northern portion of Section 11 Township 21 Range 31 Subdivision 503 Block 0000 Lot 0730

- Continuing north along the centerline of Reed Avenue

- Continuing east along the centerline of Washington Street

- Continuing south along the centerline of 6th Street

- Continuing south along the eastern portion of Section 11 Township 21 Range 31 Subdivision 300 Block 0410

- Continuing west along the southern portions of the following blocks in Section 11 Township 21 Range 31 Subdivision 300: 0410, 0400, 0390

- Continuing west along the southern portions of the following lots in Section 11 Township 21 Range 31 Subdivision 507 Block 0000: 0010, 0410, 0400

- Continuing north along the centerline of Denise Street

- Continuing west along the northern portion of the following Lots in Section 11 Township 21 Range 31 Subdivision 515 Block 0000: 0010, 0020, 0030, 0040, 0050, 0060, 0070, 0080, 0090

- Continuing west along the northern portion of Section 11 Township 21 Range 31 Subdivision 300 Block 0360

- Continuing south along the western portions of the following Blocks in Section 11 Township 21 Range 31 Subdivision 300: 0360, 0370

- Continuing west along the northern portion of Section 11 Township 21 Range 31 Subdivision 300 Block 0010
- Continuing south along the centerline of Reed Avenue
- Continuing west along the centerline of E Broadway Street (SR 426 / CR 419)
- Continuing south along the centerline of Academy Avenue
- Continuing west along the centerline of Boston Avenue
- Continuing south through Section 15 Township 21 Range 31 Subdivision 300 Block 0010, then head east along the southern portion
- Continuing east along the centerline of Academy Place
- Continuing south along the centerline of Doctors Drive
- Continuing south along the western portion of the following Blocks in Section 15 Township 21 Range 31 Subdivision 300: 0020, 0040
- Continuing west along the southern portion of Section 15 Township 21 Range 31 Subdivision 300 Block 0040 & Section 15 Township 21 Range 31 Subdivision 501 Block 0000 Lots 0120, 0110, 0080
- Continuing south along the centerline of Oviedo Boulevard
- Continuing west along the centerline of Mitchell Hammock Road
- Continuing north along the eastern portion of the following Lots in Section 15 Township 21 Range 31 Subdivision 524 Block 0000: 0030, 0040
- Continuing west along the northern portion of Section 15 Township 21 Range 31 Subdivision 524 Block 0000 Lot 0040, then continuing south along the western portion of aforementioned parcel
- Continuing west along the northern portion of the following Lots in Section 15 Township 21 Range 31 Subdivision 524 Block 0000: 0020, 001B
- Continuing south along the centerline of S Central Avenue (SR 434)
- Continuing west along the center line of Mitchell Hammock Road
- Ending at the intersection of West Mitchell Hammock Road and the southwest portion of parcel 15-21-31-300-057E-0000

The following is a general legal description of the properties located within the Community Redevelopment Area for Oviedo, FL.

Section 10, Township 21, Range 31

- Subdivision 300
  - Blocks 6, 8, 10, 25C, 30, 30A, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41, 41A, 42A, 43, 43A, 44, 45, 45A, 46, 46A, 46B, 47, 48, 49, 50, 51, 52, 53, 53A, 54, 54A, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 65A, 65B, 65C, 65D, 66, 68, 69, 70, 73B, 75, 75A, 75B, 75C, 77, 77A, 79, 80, 81, 81A, 83, 83A, 83B, 83C, 84, 85, 85A, 86, 86A, 86B, 87, 88, 89, 90, 91, 91A, 91B, 92, 92A, 93, 93B, 94, 94C, 95, 95A

- Subdivision 503
  - Block 0000
  - Lots 1, 4, 6, 11, 13, 16, 19, 21, 22, 26, 27, 28, 29, 30, 33, 35, 36, 38, 38A, 40, 42, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 57, 59, 61, 62, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73

- Subdivision 505
  - Block 0A00
  - Lots 1, 2

  - Block 0B00
  - Lots 1, 2, 2A, 3, 6, 7, 10, 10A, 12, 15, 18, 19, 20, 21

- Subdivision 505
  - Block 0C00
  - Lots 1, 7, 8, 10, 11, 11A, 13, 14, 15, 15A, 16

- Subdivision 506
  - Block 0000
  - Lots 1, 6, 7, 8, 9, 10, 11, 12, 13

- Subdivision 507
  - Block 0000
  - Lots 15, 16, 17, 19, 19A, 20, 23, 25, 26, 27, 28, 29, 30, 32, 34, 35, 38, 39

- Subdivision 508
  - Block 0000
  - Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12

- Subdivision 509
  - Block 0000
  - Lots A, B, D, E, F, F1, G

- Subdivision 510
  - Block 0000
  - Lots 1, 3, 5, 6, 7, 8, 8A, 9, 11, 12, 12A, 13, 17, 19, 21, 23, 25, 26, 26A, 27, 27A, 29, 29A, 33, 33A, 34, 34A, 35, 36, 36A, 37, 41, 42, 43, 45, 47

- Subdivision 511
  - Block 0000
  - Lots 1, 2, 4, 6, 8, 9, A, B, C, D, E, 11, 13, 15, 17, 20, 22, 25, 27, 28, 29, 31, 32, 35, 35, 39

- Subdivision 512
  - Block 0000
  - Lots 1, 2, 2A, 3, 3A, 3B, 4, 4A, 4B, 4C, 5, 12, 12A, 13, 13A, 13B, 13D, 13E, 13F, 14

- Subdivision 513
  - Block 0000
  - Lots 1, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 21, 23, 27, 28, 29, 31, 33, 35, 37

- Subdivision 514
  - Block 0000
  - Lots 1, 2, 3, 7, 8, 11, 13, 19, 21, 24, 25, 27, 29, 31, 32, 33, 34, 36, 38, 41, 43, 45, 47, 51, 53, 54, 56, 57, 58, 89, 60, 61, 65, 66, 68, 70, 71, 75, 77, 79

- Subdivision 515
  - Block 0000
  - Lots 1, 4, 6, 7, 8, 11, 14, 15, 18, 19, 21, 23, 25, 27, 30, 33, 34, 35, 36, 38, 40, 41, 42, 44, 47

- Subdivision 516
  - Block 0000
  - Lots 8B, 9

- Subdivision 519
  - Block 0000
  - Lots 20, 21

- Subdivision 523
  - Block 0000
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

  - Block 0100, 0200, 0300, 0400

- Subdivision 525

- Block 0000
- Lots 1, 2, 3, 4, 5, 6, 7, 8

- Subdivision 528
  - Block 0000
  - Lots 1, 3

  - Block 0A00

Section 11, Township 21, Range 31

- Subdivision 300
  - Blocks 1, 1A, 6, 7, 8, 9, 12B, 14, 15, 16, 16A, 17, 18, 19, 19A, 19B, 19C, 20, 21, 22, 23, 24, 24A, 24B, 24C, 25, 26, 27, 28, 29, 29A, 29B, 29C, 30, 31, 32, 33, 34, 35, 36, 37, 38, 41, 45A

- Subdivision 503
  - Block 0000
  - 1, 1A, 1B, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 13A, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25A, 25B, 26, 27, 29, 30, 31, 32, 33, 34, 35, 36, 37, 37A, 39, 40, 40A, 41, 42, 43, 44, 45, 46, 47, 48, 49, 49A, 49B, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 77, 79, 81, 83, 84, 86, 87A, 87B

- Subdivision 504
  - Block 0A00
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 , 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 39, 40, 41, 42, 43, 44

  - Block 0B00
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

  - Block 0C00
  - Lots 1, 1A, 2, 2A, 3, 4, 5, 6, 7

  - Block 0D00
  - Lots 1, 1A, 2, 5A, 7, 7A, 8

  - Block 0L00

- Subdivision 505
  - Block 0000
  - Lots 1, 3, 6, 8, 11, 19, 20

  - Block 0L00

- Subdivision 507
  - Block 0000
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41

- Subdivision 508
  - Block 0100
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19

  - Block 0200
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19

  - Block 0300
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

  - Block 0400
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17

  - Block 0500
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

  - Block 0600
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

  - Block 0700
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

  - Block 0800
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16

  - Block 0900
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16

  - Block 1000
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

  - Block 1100
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13

  - Block 0P00

- Subdivision 510
  - Block 0B00
  - Lots 13, 14

  - Block 0B0A

- Subdivision 511
  - Block 0000
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

- Subdivision 514
  - Block 0000
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9

Section 14, Township 21, Range 31

- Subdivision 300
  - Blocks 1B, 4

- Subdivision 501
  - Block 0000
  - Lots 1, 2, 4, 6, 8, 10, 12, 16, 18, 20, 21, 23, 24, 25, 26, 28

- Subdivision 504
  - Block 0C00

- Subdivision 5MC
  - Block 0000
  - Lots 337, 338, 339

Section 15, Township 21, Range 31

- Subdivision 300
  - Blocks 1, 2, 3, 4, 5, 6, 7, 8, 8A, 9, 10, 10A, 11, 11A, 11B, 11C, 11E, 12, 12B, 13, 13A, 14, 15, 15A, 16, 17, 17A, 17B, 17C, 18, 19, 20, 21, 22, 23, 23A, 24, 25, 26, 26A, 26B, 26D, 27, 27A, 28, 28A, 29, 29A, 30, 30A, 31, 32, 33, 33A, 33B, 35, 52, 52A, 52B, 53, 54A, 54B, 55, 56, 57, 57A, 57B, 57C, 57D, 57E, 58, 59, 60, 61, 62, 63, 63A, 65, 66, 69, 69A, 69B, 69C, 69D, 69E, 69F, 69G, 69H, 69J, 69K, 69L, 70, 74, 74A, 74B, 74C, 76, 76B, 77A, 82A, 84, 86, 87, 88, 89, 90, 91

- Subdivision 501
  - Block 0000
  - Lots 1, 2, 3, 3A, 3B, 5, 5A, 6, 6A, 6B, 7, 8, 8A, 8B, 9, 9A, 9B, 9C, A, H, H1, H2, 12, 12A, 12B, 13, 14

- Subdivision 502
  - Block 0000
  - Lots 1, 3

- Subdivision 504
  - Block 0000

- Lots 1, 2, 3, 4, 5, 5A, 6, 7, 11, 15

- Subdivision 506
  - Block 0A00
  - Lot 1

  - Block 0B00

  - 0E00
  - Lots 1, 2, 3, 11, 12, 15, 19

  - 0F00
  - Lot 1

- Subdivision 511
  - Block 0A00
  - Lots 1, 2, 4, 5

  - Block 0B00
  - Lots 1, 2, 4, 5, 7, 9, 11

  - Block 0C00
  - Lots 1, 3, 5, 7, 9, 11

  - Block 0D00
  - Lots 1, 7

- Subdivision 512
  - Block 0A00
  - Lots 1, 4, 6, 11

  - Block 0B00
  - Lots 1, 7, 11, 14, 17

  - Block 0C00

  - Lots 1, 4, 7, 11, 14, 17

  - Block 0D00
  - Lots 1

- Subdivision 513
  - Block 0A00
  - Lots 1, 5, 5A, 7

  - Block 0B00

- Lots 1, 3, 6, 8

- Block 0C00
- Lots 1, 3, 6, 8

- Block 0D00
- Lots 1, 6, 8

- Subdivision 515
  - Block 0000
  - Lots 1, 2, 3, 4, 5, 5A, 6, 6A, 7, 8, 9, 10

- Subdivision 516
  - Block 0000
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

- Subdivision 517
  - Block 0000
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

- Subdivision 521
  - Block 0C00

- Subdivision 522
  - Block 0000
  - Lot 1

- Subdivision 523
  - Block A, B, C

- Subdivision 524
  - Block 0000
  - Lots 1B, 2, 3, 3A, 4, 4A, 4B

- Subdivision 525
  - Block 0A00

- Subdivision 526
  - Block 0000
  - Lots A, B, C, D

- Subdivision 5KU
  - Block 0000
  - Lot 33

The City of
Oviedo
FLORIDA

RECEIVED
FEB 06 2008
SEMINOLE COUNTY
COUNTY MANAGER

400 ALEXANDRIA BOULEVARD • OVIEDO, FLORIDA 32765

February 4, 2008

Ms. Cindy Coto
County Manager
Seminole County Services Building
1101 East First Street
Sanford, FL 32771

Subject: Community Redevelopment Agency

Dear Ms. Coto:

Confirming our conversation in my office from Tuesday, January 29, the City of Oviedo wishes to renew its request for approval for the formation of a Community Redevelopment Agency with the Board of County Commissioners.

In June of last year, both the City Council and the Board of County Commissioners agreed to postpone a decision on the City's request to form a Community Redevelopment Agency until March 31, 2008. The date was chosen so that the Board and the City Council would have the opportunity to discuss these matters after the January 29th referendum election on property tax reform.

A number of meetings have been scheduled between members of the Oviedo City Council and members of the Board of County Commissioners for later this month. The City would like to see this matter listed on an agenda for a decision by the Board of County Commissioners at its March 25, 2008 regular meeting.

By separate e-mail communication, I am forwarding to you an electronic copy of the City's draft Community Redevelopment Plan that was shared with you on January 29th. We plan to share this document with the members of the Board when the meetings with Board members are convened later this month.

I look forward to hearing from you and your staff on the contents of the draft plan and we look forward to discussing this matter with you in anticipation of a Board decision in March.

Sincerely yours,

Gerald J. Seeber
City Manager

cc: City Council
Bryan Cobb

Planning & Development Department
Planning Division

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Memorandum

To: Donald S. Fisher, Deputy County Manager

Through: Dori DeBord, Director

From: Sheryl Stolzenberg, Principal Coordinator
Tom Tomerlin, Principal Planner

Date: May 22, 2007

Subject: **City of Oviedo – Recommendation for Inclusion of Undeveloped Lands and Expansion of CRA Boundary, Report Dated May 8, 2007**

This memorandum is provided in response to the City of Oviedo's plans for inclusion of undeveloped lands and expansion of the boundaries of the Community Redevelopment Area (CRA). Previous County staff comments had been submitted to the City, requesting additional information to justify the inclusion of undeveloped lands.

Both of the above referenced issues are addressed in the subject report. Comments regarding these recommendations follow below.

1. The report places emphasis on preventing the spread of slum and blight through pursuit of a catalyst project (i.e., *Oviedo on the Park*) that maximizes opportunity for redevelopment by private enterprise. While this approach has merits, should the catalyst project indeed spur redevelopment, special consideration needs to be made to safeguard adjoining neighborhoods from displacement. Furthermore, the redevelopment plan for the area will need to address existing residential areas.
2. In regard to inclusion of the Washington Heights and Lone Pines residential areas, it is highly recommended that the City avoid declaration of "slum" conditions, and focus instead on the statute definition of "blight". A finding of necessity can be based on blight conditions alone, and needn't rely on the more acute definition of "slum area".
3. Given the criteria outlined in F.S. 163.360(8) that deals with inclusion of vacant land, Section 163.360(8).(a).1 identifies the shortage of affordable housing as a justification. Moreover, the City has identified affordable and workforce housing needs as a preliminary issue in its Comprehensive Plan Evaluation and Appraisal Report (EAR) scoping. Given this, a component of the catalyst project (i.e., *Oviedo in the Park*) should entail an affordable/workforce housing component. Although a final plan for the catalyst project is not expected at this point, justification for inclusion of the undeveloped land must specifically state that the final plan will include provisions for affordable and workforce housing.

The above notes are offered in response to the subject report. While Staff is in general agreement with the report's findings, it is respectfully requested that the above points be addressed by the City. Provision of additional data and analysis in support of the proposed modifications will help illustrate the merits of the changes. In addition, the County and City will need to begin crafting a delegating resolution for consideration by the Board of County Commissioners once these items have been addressed.

Should you have any questions, comments, or desire a detailed briefing, please do not hesitate to contact us.

Oviedo Community Redevelopment Plan

DRAFT

January 28, 2008

Prepared by Basile Baumann Prost Cole & Associates, Inc.

City of Oviedo City Council

Mary Lou Andrews, Mayor

Dominic Persampiere, Deputy Mayor

Keith Britton

Steve Henken

Stephen Schenck

Oviedo Community Redevelopment Plan

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Figure 10 – Redevelopment Map_____Page 51

Introduction

This Community Redevelopment Plan was created to provide a framework for the City of Oviedo (the City) to make use of the community redevelopment powers outlined in Chapter 163 of the Florida Statutes. The Oviedo Strategic Economic Development Plan, completed in September 2006, calls for the City to "explore the establishment of an urban infill and redevelopment area to spur development in desired locations."

In 2006, the City hired Basile Baumann Prost Cole & Associates, Inc. (BBPC), the same company that prepared the Strategic Economic Development Plan, to prepare a findings of necessity report to determine whether or not the City should establish a community redevelopment area (CRA). The findings of necessity report included in this plan documents conditions of slum and blight necessary to support the creation of a CRA. Findings of necessity work was conducted in two phases, one phase for properties within the City of Oviedo and a separate report evaluating the inclusion of unincorporated Seminole County land in the CRA.

During findings of necessity evaluations, a number of key issues were identified, such as deteriorating residential properties, deteriorating commercial properties downtown and an inadequate street system downtown. The redevelopment issues section of this plan expands on the issues identified in the findings of necessity section. Strategies for mitigating these issues are outlined in the redevelopment program section. Each strategy specifically references the redevelopment issues it is designed to address.

The creation of a CRA is a continuation of ongoing strategic planning efforts consistent with the goals and strategies of the City's Strategic Economic Development Plan, Comprehensive Plan and Downtown Master Plan. This plan is consistent with the City's interest in catalyzing additional private investment in the community and expanding the tax base.

Community Redevelopment Area Description

The Oviedo Community Redevelopment Area (CRA) has an irregular shape which is illustrated in the maps on pages six and seven. It is generally bordered by Mitchell Hammock Road to the south and by Magnolia Street and Geneva Drive to the north. The western edge of the CRA is generally defined by Central Avenue (SR 434), but extends west to Lake Jessup Avenue in the northern portion to include Vine Street and St. Johanna Drive. Likewise, the boundary extends to Lake Jessup Avenue to include Sharon Court and Vicki Court in the southern portion. The CRA encompasses at least seven distinct areas, including:

- The "Old Downtown" area; extending east from Central Avenue to Oveido Boulevard, south from Franklin Street and including properties south of Broadway Street (SR 426/CR 419).

- The "New Downtown" north of Mitchell Hammock Road along Oviedo Boulevard

- The residential area adjacent to the New Downtown that includes High Street, Lawn Street, Wood Street, Oak Street, Lindsay Lane, and Fern Street

- The residential area southwest of Jackson Heights Middle school that includes Academy Place, Doctors Drive and Hamilton Avenue

- The residential area directly north of the Old Downtown, including St. Johanna Drive, Vine Street, Magnolia Street, Shady Lane, Harmony Way, Goodwin Street, Nursery Street and Kimble Street

- The Avenue B neighborhood, including the area immediately west of Round Lake Park

- The Reed Avenue neighborhood, including residential areas south of Geneva Drive (CR 426) and east of Reed Ave to 6th Street

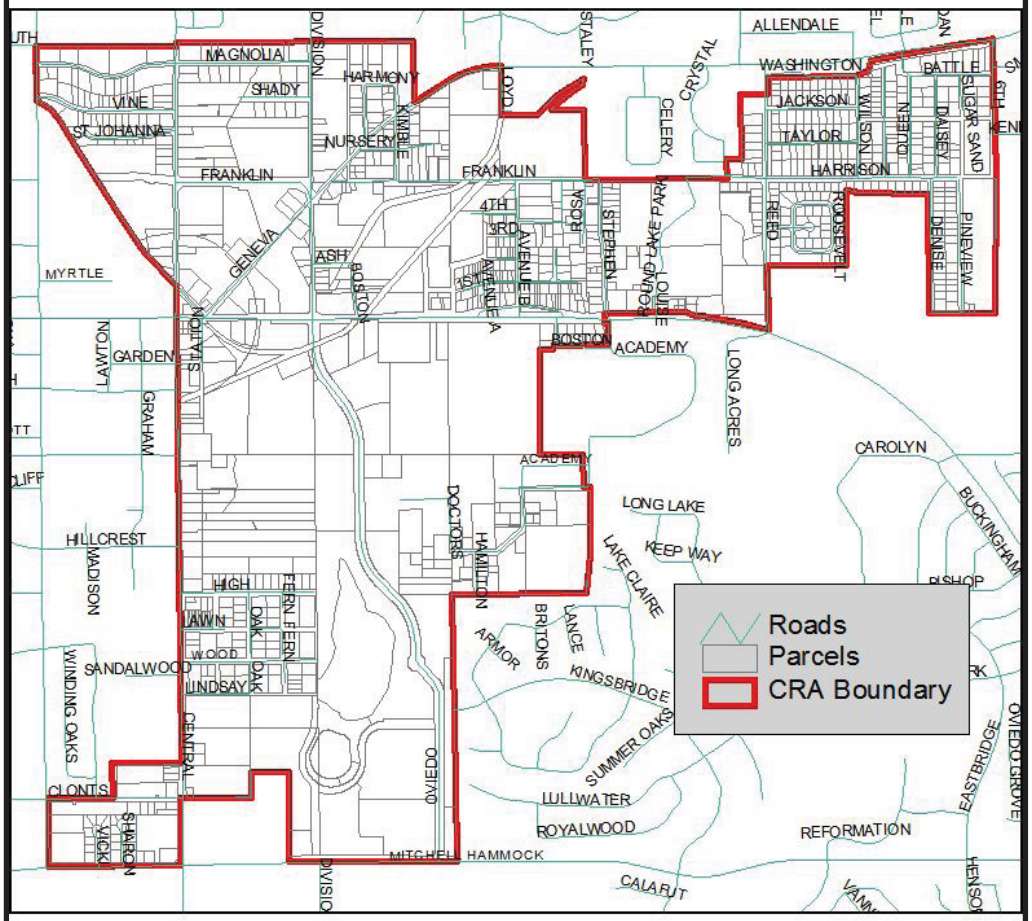
The CRA combines a number of distinct neighborhoods that are separate but interdependent. It is important that the well being of all neighborhoods within the CRA be addressed in this plan.

The Reed Ave, Avenue B and Jackson Heights Middle School neighborhoods have several deteriorating properties and inadequate infrastructure. While many property owners have maintained their properties, many others have neglected routine maintenance to the point where the properties are unsightly and, in some cases, likely unsafe as well. These neighborhoods are also suffering from a lack of road maintenance, lack of sidewalks, insufficient street lighting, and no access to public sewer.

The other residential areas in the CRA typically have structures that have been adequately maintained, but are suffering from some of the same infrastructure problems as the abovementioned neighborhoods. Street improvements are almost universally required in the CRA residential neighborhoods. The residential area adjacent to the New Downtown that includes High Street, Lawn Street, Wood Street, Oak Street, Lindsay Lane, and Fern Street is an example of a neighborhood with generally good housing stock, but deteriorated roadways.

FIGURE 1

Community Redevelopment Area Boundary



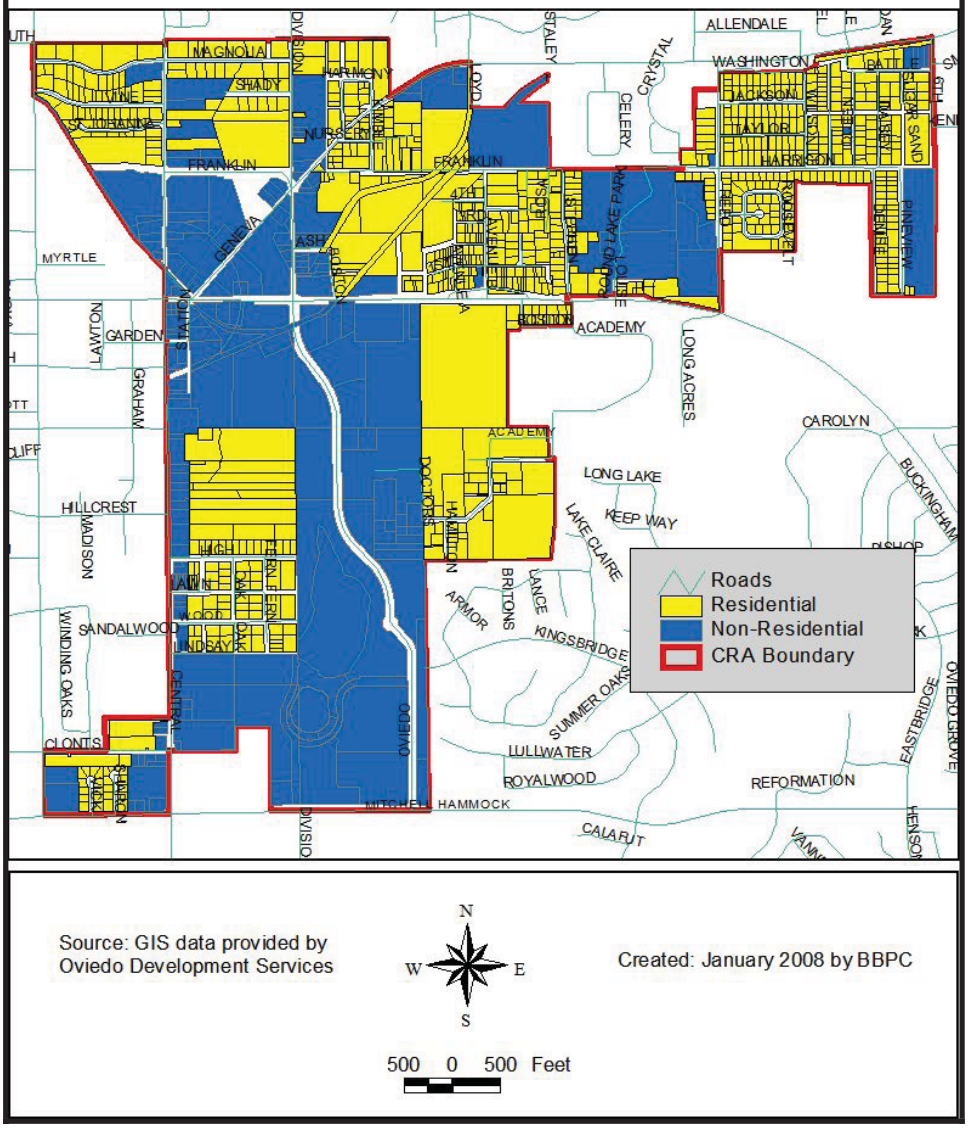
Source: GIS data provided by Oviedo Development Services

Created: January 2008 by BBPC

The City of Oviedo CRA and this redevelopment plan are heavily dependent upon the new downtown development area *Oviedo on the Park* in the heart of the City of Oviedo and the center of redevelopment efforts. The new development will act as a catalyst for new investment and development in the City of Oviedo, and strengthen City and Community Redevelopment Agency investment in eradicating slum and blight and developing on undeveloped lands with adverse environmental conditions.

FIGURE 2

CRA Residential Properties



Oviedo on the Park is being developed by Broad Street Partners, LLC, in association with the City of Oviedo and possibly Seminole County. It will include private use development consisting of residential, retail, restaurant, commercial, and office, as well

as public use development including a park, amphitheatre and proposed county public library.

The private portion of the development, aptly named *Oviedo on the Park*, is estimated to be valued at more than $200 million at total build-out. This will include between 1,000 and 1,200 residential units and a minimum 85,000 square feet of retail and commercial space, including restaurant space. The initial phase of construction will have 4-story buildings with future phases being potentially higher. All private development will occur on land owned or controlled by Broad Street Partners and their affiliates.

The public portion of the development will be under the ownership of the City of Oviedo. The City of Oviedo public amenities will cover approximately 21.91 acres and include a center lake, surrounding park, amphitheater, and environmental preservation area. The proposed Seminole County public amenity will be a new County Library.

The Old Downtown area is characterized by older commercial space and a difficult-to-navigate street grid. The planned SR 426 / CR 419 road widening project provides a great opportunity to revamp the downtown area, but also threatens the viability of small businesses in the short term. The conceptualization and planning for this project will be important to ensure that improving the efficiency of SR 426 / CR 419 as a primary automobile thoroughfare is balanced with improved urban design elements intended to encourage moderate speeds, a safe pedestrian environment, and an aesthetically pleasing and functional downtown street. The CRA should be especially involved in the planning stages of this project.

The City's Downtown Master Plan outlines the following redevelopment strategies for the Old Downtown:

- Anticipate that New Downtown investment will create redevelopment pressures on Old Downtown due to its location and character
- Invest in road improvements, sidewalk improvements and landscaping improvements to "set the stage" for private investment
- Develop a program for redevelopment assistance

This basic strategy of realizing the interconnectedness of the neighborhoods in the CRA and providing the necessary public investment to ensure that private investment in one area can catalyze additional investment in surrounding areas is a sound redevelopment strategy for the entire CRA.

Some of the necessary public investment that will be addressed in this Community Redevelopment Plan includes stormwater, water and sewer improvements identified in the City's Stormwater Master Plan and Water and Wastewater Master Plan, and park and trail improvements as outlined in the City of Oviedo Parks and Pedestrian System Master Plan. The development of a master stormwater system for the old downtown that will reduce the need for on-site stormwater mitigation is another key public investment that will be discussed later in this document.

Park improvements in the CRA will be limited primarily to Round Lake Park while the trail network, especially in the Old Downtown Area, must be an integral component of any planning effort. The Cross Seminole Trail, which will be a 24 mile long trail across the County when complete, cannot be completed until redevelopment plans for the Old Downtown are finalized and Broadway Street (SR 426/CR 419) road improvements are underway. The following tables show specific stormwater, water and wastewater improvements relevant to the CRA called for in the respective master plans.

TABLE 1 Stormwater Project Costs in CRA

Project Name	Estimated Cost	% in CRA	Total Estimated Cost
Station Street	$54,166	100%	$54,166
East Franklin Street Culvert	$44,467	100%	$44,467
Sweetwater Creek Detailed Study	$120,000	20%	$24,000
Division Street Culvert - Shady Lane	$206,412	100%	$206,412
C.R. 419 & Stephen Lane	$16,135	100%	$16,135
Railroad Street & C.R. 426	$133,530	100%	$133,530
Doctors Drive	$63,629	100%	$63,629
East High Street	$86,983	100%	$86,983
Stephen Ave & Rosa Ave	$34,820	100%	$34,820
Jackon Street & Wilson Ave	$38,685	100%	$38,685
Reed Ave & Washington Street	$7,636	100%	$7,636
		Total	**$710,463**

Source: Stormwater Master Plan, City of Oviedo, FL. Page 5-7

TABLE 2 Water & Waste Water Project Costs in CRA

	Project Description	Estimated Quantity	Unit	Unit Cost	Amount	Mobilization / Demobilization (5%)	General Requirements (2%)	Bonds & Insurance (2.5%)	Design Fees (10%)	Contingency (20%)	Total Project Amount	Amount of Project in CRA	Total Project Amount in CRA
Water	Install 16" WM on CR 419 / SR 426 from North Avenue to Division Street	6,500	L.F.	$120.00	$780,000	$39,000	$15,600	$19,500	$78,000	$156,000	$1,088,100	25%	**$272,025**
	Install 16" WM on CR 419 / SR 426 from Division Street to Lockwood Blvd	6,500	L.F.	$120.00	$780,000	$39,000	$15,600	$19,500	$78,000	$156,000	$1,088,100	25%	**$272,025**
	Install 36" WM on West Mitchell Hammock Road from the WTP to Alfaya Woods Blvd	6,500	L.F.	$175.00	$1,137,500	$56,875	$22,750	$28,438	$113,750	$227,500	$1,586,813	20%	**$317,363**
	Install 20" WM on East Mitchell Hammock Road from Alafaya Woods Blvd to Lockwood Blvd	6,000	L.F.	$150.00	$900,000	$45,000	$18,000	$22,500	$90,000	$180,000	$1,255,500	20%	**$251,100**
Waste Water	Replace Pump & Wetwell Piping at Broadway & Ave C Lift Station	1	L.S.	$80,000	$80,000	$4,000	$1,600	$2,000	$8,000	$16,000	$111,600	100%	**$111,600**
	Installation of 10-inch Force Main and Misc. Valving to reroute the Downtown Lift Station to Division St Lift Station	3,000	L.F.	$90	$270,000	$13,500	$5,400	$6,750	$27,000	$54,000	$376,650	100%	**$376,650**
	Replacement of Pumps at the Division Street Lift Station	1	L.S.	$118,000	$118,000	$5,900	$2,360	$2,950	$11,800	$23,600	$164,610	100%	**$164,610**
	Install 12-inch Force Main on Division Street from the intersection of East Mitchell Hammock Rd to the intersection of Doctor's Dr & along East Michell Hammock Rd to the Master Lift Station	10,000	L.F.	$100	$1,000,000	$50,000	$20,000	$25,000	$100,000	$200,000	$1,395,000	90%	**$1,255,500**
												Total	**$3,020,873**

Source: Water & Wastewater Master Plan, City of Oviedo, Fl. Appendix F1, Appendix F2, Appendix F5, Appendix F6

Findings of Necessity

Basile Baumann Prost Cole & Associates, Inc. (BBPC), as consultant to the City of Oviedo in creating a redevelopment plan, set out to locate and document "findings of necessity" and establish the boundary of a recommended Community Redevelopment Area (CRA). The findings of necessity identify specific areas with a concentration of slum and blight conditions and undeveloped/open land where the City of Oviedo can implement a redevelopment plan. The findings of necessity work was conducted in two phases, one phase for properties within the City of Oviedo and a separate report evaluating the inclusion of Seminole County land in the CRA. These reports have been combined in this section of the Community Redevelopment Plan. This section also includes an extensive evaluation of the appropriateness of including vacant land in the CRA.

I. Recitation of Statutes and Criteria for Findings of Necessity

BBPC followed procedures set forth in Chapter 163 Florida Statutes in determining findings of necessity in the City of Oviedo. Findings of necessity, the establishment of a CRA, and the preparation of a redevelopment plan must follow the procedure and meet the criteria set forth in "Statute 163.355 – Finding of necessity by county or municipality". The statute states that *"No county or municipality shall exercise the community redevelopment authority conferred by this part until after the governing body has adopted a resolution, supported by data and analysis, which makes a legislative finding that the conditions in the area meet the criteria described in s.163.340(7) or (8)."*

The criteria described in s.163.340(7) and (8) are definitions of slum and blight, followed by conditions that, if identified and located in a city or municipality, determine findings of necessity and give a city or municipality the ability to enact a redevelopment plan. Florida Statute 163.360(8) provides additional criteria for findings of necessity for the establishment of a CRA, allowing the inclusion of undeveloped/open land under defined conditions.

BBPC reviewed all slum and blight conditions, and conditions for the acquisition of undeveloped/open land stated in s.163.340 (7) and (8), and s.163.360(8), respectively. Due to the characteristics particular to different cities and municipalities, not all conditions of slum and blight and conditions for the acquisition of undeveloped/open land exist or are viable methods in determining findings of necessity in the City of Oviedo. Therefore, BBPC separated the characteristics of findings of necessity into three categories: 1) Conditions used to determine findings of necessity, 2) Conditions that may potentially be used to determine findings of necessity, and 3) Conditions not relevant or inconclusive in determining findings of necessity.

Conditions used to determine findings of necessity were identified by BBPC and used to determine findings of necessity and establish the recommended CRA. These conditions – eleven (11) in all – are listed in Table 3 of this report, documenting where findings of

necessity were found. *Conditions that may potentially be used to determine findings of necessity* are those conditions that may or may not be used to further support the recommended CRA. These conditions were not used at this time to establish the current recommended CRA boundary and require further analysis. Lastly, *Conditions not relevant or inconclusive in determining findings of necessity* are those conditions that were reviewed by BBPC that did not assist in determining findings of necessity and are not anticipated to support the CRA boundaries in the future.

A list of the three categories of conditions of slum and blight, based on s.163.340(7) and (8), and s.163.360(8) is provided below:

1. **Conditions used to determine findings of necessity:**

   163.340(7) Slum Area Conditions:

   c) The existence of conditions that endanger life or property by fire or other causes.

   163.340(8) Blight Area Conditions:

   a) Predominance of defective street layout, parking facilities, roadways, bridges, or public transportation facilities;
   c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
   d) Unsanitary or unsafe conditions;
   e) Deterioration of site or other improvements;
   f) Inadequate and outdated building density patterns;
   i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality;
   l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.

   163.360(8) Conditions in which open land may be acquired:

   Residential Purposes:

   A-4*: The acquisition of the area for residential uses is an integral part of and is essential to the program of the county or municipality.

   Non-Residential Purposes:

   B-1*: Such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives.

   B-2: e) Deterioration of Site; **f)** Economic Disuse

   * A-4 and B-1 were analyzed together interchangeably. The acquisition of land as an integral part to a redevelopment program and land acquisition to facilitate the proper growth and development of the community were viewed as shared goals and objectives.

2. **Conditions that may potentially be used to determine findings of necessity:**

   163.340(8) Blight Area Conditions:

b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions;
g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality;
h) Tax or special assessment delinquency exceeding the fair value of the land;
m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area

163.360(8) Conditions in which open land may be acquired:
Residential Purposes:
A-2: That the need for housing accommodations has increased in the area.
A-1: That a shortage of housing of sound standards and design which is decent, safe, affordable to residents of low or moderate income, including the elderly, and sanitary exists in the county or municipality.
Non-Residential Purposes:
B-2: a) Defective, or unusual conditions of, title or diversity of ownership which prevents the free alienability of such land; **b)** Tax delinquency; **i)** Any combination of such factors or other conditions which retard development of the area; **h)** Lack of correlation of the area with other areas of a county or municipality by streets and modern traffic requirements. **d)** outmoded street patterns; **g)** Unsuitable topography or faulty lot layouts;

3. Conditions not relevant or inconclusive in determining findings of necessity:
163.340(7) Slum Area Conditions:
a) Inadequate provision for ventilation, light, air, sanitation or open spaces;
b) High density of population, compared to the population density of adjacent areas within the county or municipality, and overcrowding, as indicated by government maintained statistics or other studies and the requirements of the Florida Building Code.

163.340(8) Blight Area Conditions:
j) Incidence of crime in the area higher than in the remainder of the county or municipality;
k) Fire and emergency medical service calls to the area proportionately higher than the number of violations recorded in the remainder of the county or municipality;
n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.

163.360(8) Conditions in which open land may be acquired:
Residential Purposes:
A-3: That the conditions of blight in the area or the shortage of decent, safe, affordable, and sanitary housing cause or contribute to an increase in

and spread of disease and crime or constitute a menace to the public health, safety, morals, or welfare.

It is important to note that Florida Statute 163.340(7) states the definition and conditions of "slum", while Florida Statute 163.340(7) states the definition and conditions of "blight". One or more conditions of slum must be present for an area to be defined as "slum", while two or more conditions of blight must be present for an area to be defined as "blighted". In establishing the recommended CRA, BBPC did not make the distinction between slum and blight, as both classifications qualify an area to be included in a CRA and subsequently be included in a city or municipality redevelopment plan.

II. Methodologies Employed to Apply Criteria –

BBPC used various methodologies to determine findings of necessity. These methodologies were used to identify where slum and blight conditions exist in the City of Oviedo, based on the conditions described in the preceding section. BBPC's methodologies consisted of a survey of physical conditions, interviews and discussions with City of Oviedo personnel and research/review of applicable data provided by the City.

The survey of physical conditions was conducted by a BBPC team to identify physical conditions of slum and blight. BBPC focused on the following conditions during the survey: deterioration of site or other improvements, unsanitary or unsafe conditions, residential and commercial vacancy, and conditions that endanger life or property by fire or other causes. In addition, notes were taken concerning areas with defective street layout and roadways, presumed building code violations, faulty lot layouts, and inadequate and outdated building density patterns, as well as the location of undeveloped/open lands. Over a three day period, BBP employees documented specific properties and acreages meeting conditions for findings of necessity, with photographs being taken to the greatest extent possible. In a few cases, no proper access existed that would allow for a proper assessment of a property.

BBPC conducted interviews and discussions with key City of Oviedo and Seminole County officials involved in planning, development and administration. These interviews and discussions both supported conclusions derived from the survey of physical blight, as well as add additional areas to the CRA. Interviews and discussions were conducted with Gerald Seeber, City Manager; Bryan Cobb, Development Services Director; Shawn O'Rourke, Code Enforcement Manager; Wayne Gamble, Engineering Technician III; Lars White, Fire Chief; Liz Sulken, Crime Analyst; and Janet Rufus, Seminole County Tax Department. The interviews and discussions informed and guided BBPC as to the locations and concentrations of Florida Building Code violations; faulty lot layouts, and inadequate and outdated building density patterns, as well as locate vacant / open properties inaccessible during the survey of physical conditions. Interviews and discussion also enabled BBPC to conclude that the relative even-distribution of police,

fire and medial emergency calls, and the condition of water and sanitation infrastructure in the City of Oviedo are inconclusive in determining findings of necessity.

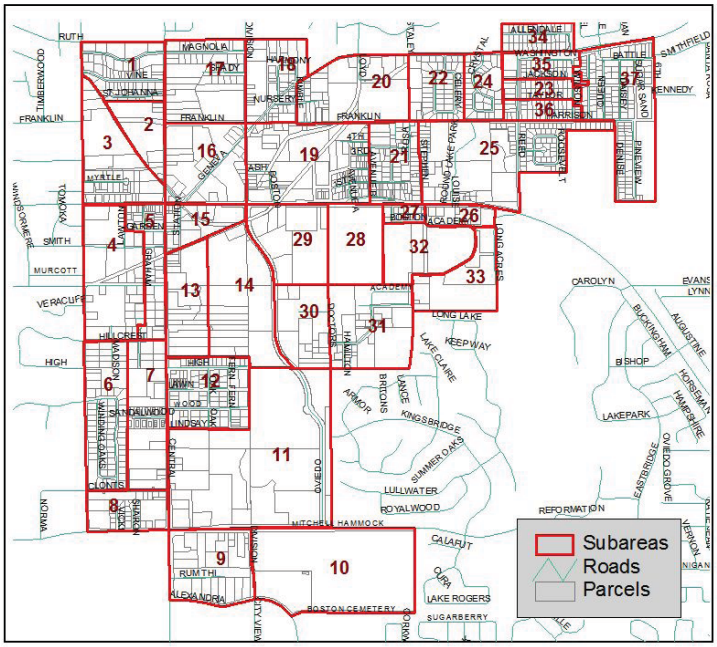
Lastly, data was made available to BBPC to assist in determining findings of necessity. Data was either directly related to conclusions reached during interviews and discussions or wholly separate information that requires further analysis that may potentially be used to determine findings of necessity. Data provided to BBPC included a crime analysis showing incidences of crime in neighborhoods and a list of City of Oviedo property assessments.

III. Study Area and Subareas

BBPC examined and surveyed a defined study area set by the City of Oviedo. The study area encapsulated the properties and acreage where BBPC searched for findings of necessity. This area is bordered by the properties along Allendale Avenue, Geneva Drive and Magnolia Street to the North; Boston Cemetery Road, Alexandria Boulevard and East Mitchell Hammock Road to the South; the properties along Wilson Avenue, Round Lake Estates, Academy Avenue, the Division Street Extension, and the Washington Heights and Lone Pines neighborhoods to the East; and Lake Jessup Avenue to the West. The boundaries are shown in Figure 3 below.

FIGURE 3

Study Area & Subarea Boundaries



Source: GIS data provided by Oviedo Development Services & subareas developed by BBPC

Created: January 2008 by BBPC

500 0 500 Feet

The study area was divided into 37 subareas. These subareas were determined by the Development Services Department of the City of Oviedo for the purposes of organization and the need to define areas, rather than individual parcels, as part of the redevelopment area. The recommended CRA, to be discussed, is based upon BBPC's search for findings of necessity at all 37 subareas and the Washington Heights and Lone Pines neighborhood.

IV. Inclusion of Undeveloped Lands

The City of Oviedo and BBPC in this section provide the case for the right for the City to include undeveloped lands in its CRA, and the necessity to include such lands in the CRA for the most successful and beneficial community redevelopment programming. The merits for inclusion of undeveloped lands in the City of Oviedo CRA are supported and defended by Florida Statutes and the benefits and future redevelopment goals. Additional information is provided on the public-private development *Oviedo on the Park* – the new downtown area to be developed on undeveloped land and is recommended for inclusion into the CRA. Florida Statute reviews and recitations are provided to support the defense, by State Law, of inclusion of undeveloped land in the City of Oviedo CRA. Benefits and future redevelopment goals for inclusion of undeveloped land in the CRA is provided at the request of Seminole County.

The City of Oviedo's merits for inclusion of undeveloped lands in the CRA is listed below, proceeded by summary and analysis of each listed issue and category.

Florida Statutes

The inclusion of undeveloped lands into the City of Oviedo CRA is supported by 1) the prevention of the spread of slum and blight with a working program, as defined by Florida Statutes 163.340 (9) & s.163.350; 2) the directive to provide maximum opportunity for private development in a CRA in s.163.345; and 3) the by-right to include open land to be acquired per the criteria set forth in s.163.360(8), absent criteria set forth in s.163.340(9), s.163.350, and s.163.345. In total, there are five justifications in three categories for inclusion of undeveloped land into the City of Oviedo CRA.

1. Prevention of the Spread of Slum & Blight

Per Florida Statute 163.340(9), "*Community redevelopment" or "redevelopment" means undertakings, activities, or projects of a county, municipality, or community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight . . . in accordance with a community redevelopment plan and may include the preparation of such a plan.*

Community redevelopment activities may be undertaken by a City or County to best prevent the spread of slum and blight. The intent of Florida Statute 163 Part III

Community Redevelopment is to include the lands that correspond to the definition of Florida State 163.340(9) "Community Redevelopment" into a "Community Redevelopment Area" as defined in 163.340(10).

Areas in the CRA containing slum and blight outlined in this report are contiguous and/or in direct proximity to undeveloped lands, particularly in the case of the undeveloped lands to contain the new town center in the heart of the proposed CRA. Adoption of the undeveloped lands into the CRA will enable the City to prevent the spread of slum and blight with new development onto the currently undeveloped lands.

2. Maximum Opportunity for Redevelopment by Private Enterprise

Including undeveloped lands – and subsequently land to be developed by private enterprise – in the CRA is supported by the directive issued in Florida Statute 163.345.

> ***Encouragement of Private Enterprise –*** *Any county or municipality, to the greatest extent it determines to be feasible in carrying out the provision of this part, shall afford maximum opportunity, consistent with the sound needs of the county or municipality as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprise. Any county or municipality shall give consideration to the objective in exercising its powers under this part, including the formation of a workable program; the approval of community redevelopment plans, community wide plans or programs for community redevelopment.*

The statute gives the directive to counties and municipalities to "afford maximum opportunity" to redevelop a CRA by private enterprise. Including the planned private development of the new downtown development area *Oviedo on the Park* and future land development areas exercises the City's power to include such activities in its workable program and provide maximum opportunity for community redevelopment.

3. Undeveloped Lands are Integral to the CRA Workable Program

Per Florida Statute 163.350:

> ***Workable Program:*** *Any county or municipality for the purposes of this part may formulate for the county or municipality a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and urban blight. . . Such workable program may include provision for the prevention of the spread of blight into areas of the county or municipality which are free from blight through replanning, providing parks, playgrounds, and other public improvements.*

Part of what the City of Oviedo envisions as a workable program for the City's CRA is a new development on the undeveloped lands in the heart of the CRA which, was first

proposed and outlined in the City of Oviedo Downtown Master Plan adopted in October, 2002 and amended in July, 2003. The new downtown development area *Oviedo on the Park*, is the City's utilization of private resources to curb the spread of blight through new housing, job creation, public institutions and open space, and overall property improvements to be created. It is widely held that such new development will hinder blight conditions and improve surrounding areas through renewed investment in the community by both commercial and residential property owners.

4. By Rights for Including Undeveloped Lands in a CRA

Thus far, BBPC and the City have established the lands to be considered for community redevelopment in accordance with Florida Statute 163.340(9), included those lands into a CRA in accordance with Florida Statute 163.340(10), in an attempt to offer maximum opportunity for the rehabilitation or redevelopment of the CRA by private enterprise in accordance with Florida Statute 163.345; so that a workable program may be formed to utilize public and private resources which eliminate and prevent the spread of slums and urban blight in accordance with Florida Statute 163.350.

The culmination of the work done by BBPC and the City in accordance with Florida Statute 163.340, F.S. 163.345, and F.S. 163.350 is the Community Redevelopment Plan as identified in F.S. 163.360. The inclusion of undeveloped lands into the City of Oviedo CRA is further supported by Florida Statute 163.360(8) criteria for open land to be acquired by the City.

What is provided below establishes that the undeveloped properties are applicable to F.S. 163.360(8). In order for these properties to meet the criteria of s.163.360, the properties must first be included in the Community Redevelopment Area, pursuant to s. 163.355.

Per Florida Statutes:

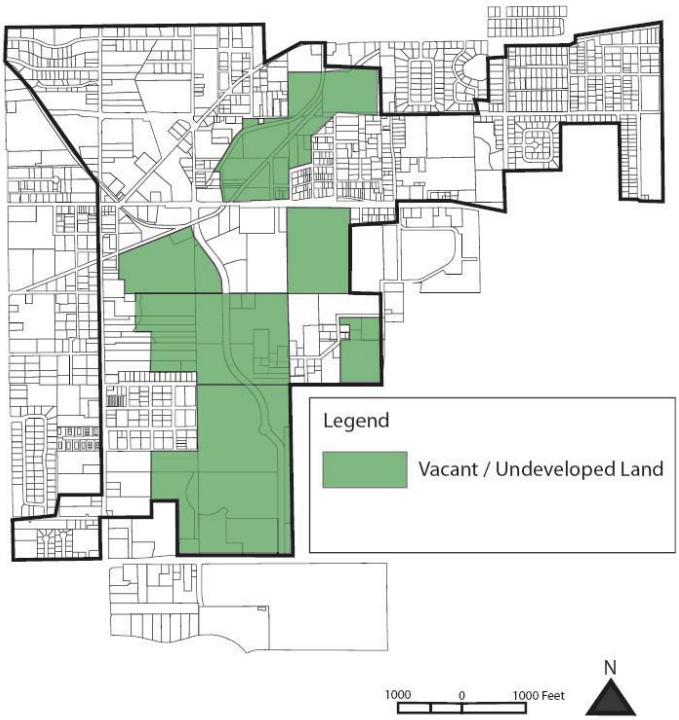
> ***163.360 (8)****: If the community redevelopment area consists of an area of open land to be acquired by the county or the municipality, such area may not be so acquired unless:*
>
> *a) In the event the area is to be developed in whole or in part for residential uses, the governing body determines:*
>
> > *4) That the acquisition of the area for residential uses is an integral part of and is essential to the program of the county or municipality.*
>
> *b) In the event the area is to be developed in whole or in part for nonresidential uses, the governing body determines that:*

a) Such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives.

b) Acquisition may require the exercise of government action, as provided in this part, because of:

f. Economic disuse
g. Unsuitable topography or faulty lot layouts
i. *Any combination of such factors or other conditions which retard development in the area.*

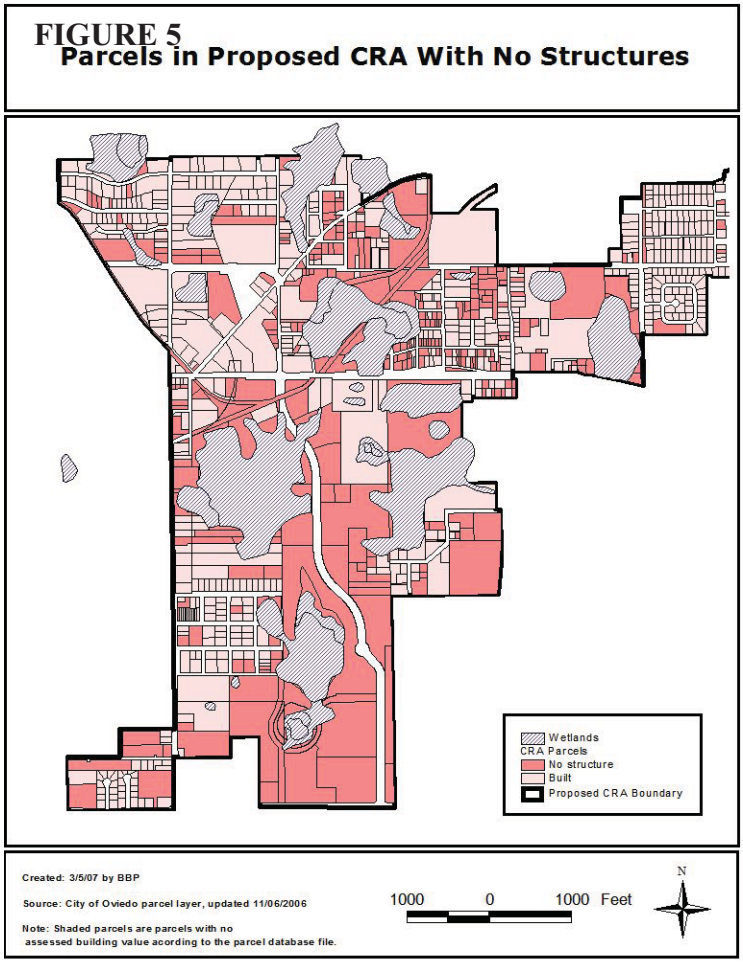
FIGURE 4 Vacant Land



a) In accordance with Florida Statute 163.360(8)(a)(4), undeveloped land is essential to the redevelopment program. The undeveloped land falls squarely within the center of the City of Oviedo and current and future redevelopment efforts, as depicted in the image to the right. The future redevelopment program of the City of Oviedo and the City of Oviedo Community Redevelopment Agency will be dependent upon the "anchor" and "epicenter" created by the new downtown development area *Oviedo on the Park* currently under development. *Oviedo on the Park* is in the heart of the City of Oviedo on current undeveloped land, and served as the impetus behind the new Oviedo Boulevard (f.k.a. Division Street) extension and the transportation linkage between Mitchell Hammock Road and Broadway Street.

b) In accordance with Florida Statute 163.360(8)(b)(2)(f), undeveloped land is necessary to facilitate the proper growth and development of the community. As mentioned, undeveloped lands fall squarely within the center of the City of Oviedo and the recommended CRA boundary. To include such lands in future redevelopment programming and will encourage "organic" development from the center of the City of Oviedo outward. Encouraging the development of lands in the center of the City that have current economic disuse (to be discussed) will lessen suburban sprawl and create densification in the City's core. This

redevelopment goal is the very essence of modern community planning's definition and interpretation of "proper development and growth of a community."



c) In accordance with Florida Statute 163.360(8)(b)(2)(g), undeveloped lands in the City of Oviedo have unequivocal economic disuse and unsuitable topography. In the City of Oviedo, undeveloped land having economic disuse and unsuitable topography are inseparable. As shown the image to the left, wetlands have been a major cause of undeveloped land in the City of Oviedo. Wetlands have created economic disuse of centrally located real estate, retarding development and not serving a public benefit. Economic disuse is a result of increased development costs due to the hardship created by such adverse environmental conditions. It is the City's intent to encourage private development on the uplands adjacent to the wetlands. Much of the wetlands have already been purchased by the City for preservation and mitigation for impacts caused by the construction of Oviedo Boulevard.

Benefits and Future Redevelopment Goals

5. Benefits Realized by the City

The inclusion of undeveloped lands will allow for a greater amount of funds to be available for the Community Redevelopment Agency and subsequent programs and community improvements designed to eradicate slum and blight and enhance the quality of life of area residents. Additionally, the inclusion of undeveloped lands in the CRA and

the Community Redevelopment Plan (CRP) will likely streamline land improvements and appreciate land values to be captured by the Community Redevelopment Agency.

As shown in the previous image, a large contingent of undeveloped land is wetlands, including much City of Oviedo owned land. Any additional incentives to develop land that the current market deems not-developable due to environmental constraints would be a great benefit to the City of Oviedo and the Oviedo Community Redevelopment Agency.

6. Future Redevelopment Goals & Objectives

The redevelopment goals and objectives of the CRA are dependent upon the inclusion of the undeveloped lands. The City of Oviedo's official goals and objectives for development in the CRA are outlined in this Community Redevelopment Plan (CRP). Overall goals and objectives center on urban design concepts and urban planning and policy approaches that are dependent upon the inclusion of current undeveloped land.

The goals and objectives of the CRA are founded on the principals first stated in the Downtown Master Plan adopted by the City of Oviedo in October, 2002 and amended in July, 2003. The Downtown Master Plan not only covered the new downtown area now named *Oviedo on the Park* (identified in the Master Plan as *Oviedo Place)*; it also included the old downtown and surrounding neighborhoods, commercial areas, parks and conservation areas.

As stated in the Downtown Master Plan: *"The Synergy between Oviedo Place and the New Downtown and between the New Downtown and the Study Area (including the Old Downtown* [and surrounding neighborhoods]*), is expected to created a positive environment for private investment in high quality infill development and redevelopment projects within the study area. Indeed, the public investment in the new downtown will, over time, likely have a tremendous catalytic effect in terms of revitalization of the City's declining Old Downtown area."*

Inclusion of undeveloped lands in the CRA will allow for the full "synergy" to create the catalytic effect in revitalizing the community and raising the overall quality of life for residents.

Goals and objectives include, but are not limited to:

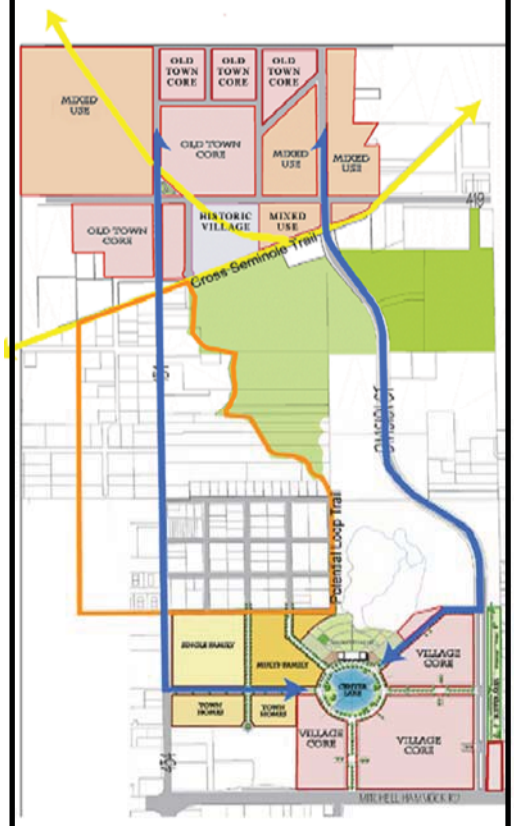
a) **Promotion of pedestrian traffic with increased walkways and bike lanes.** Promotion of pedestrian traffic – including walkways and bike lanes, and increasing accessibility between the new downtown development area *Oviedo on the Park* and the downtown redevelopment area to the north – is an integral part of the future vision of the City of Oviedo and the CRA. A boardwalk or greenbelt path has been discussed connecting the Cross Seminole Trail and Oviedo on the Park, this

boardwalk or greenbelt path would traverse through several pieces of what is currently undeveloped land along the wetland conservation areas between Old Downtown area and *Oviedo on the Park*. The inclusion of undeveloped lands in the CRA will allow for the potential funding of walkways and bike lanes that will promote public health and enhance the quality of life for area residents. A graphical representation of walkways and bike lanes is shown.

b) **Increase accessibility between the new downtown development area *Oviedo on the Park* and the downtown redevelopment area to the north.** The promotion of pedestrian traffic and the greater network of walkways and bike lanes will improve accessibility between the new downtown development area *Oviedo on the Park* and the downtown redevelopment area to the north and inevitably reduce vehicular traffic; thus lowering vehicular emissions and provide easier accessibility to jobs in and around the city center to area residents without automobiles. The new downtown development area *Oviedo on the Park* will be described in further detail in the proceeding sub-section of this document.

FIGURE 6

DOWNTOWN MASTER PLAN: LAND USE OLD AND NEW DOWNTOWN



*Trails shown in orange and yellow; automobile routes shown in blue.

c) **Adopt smart growth planning concepts that focus on development in city core.** The adoption of smart growth planning concepts that focus on development in the city core and the promotion of mixed-use development is part of the foundation of future redevelopment planning efforts and require the inclusion of current vacant land. As mentioned previously, undeveloped land falls squarely in the middle of the City of Oviedo and the City of Oviedo CRA. Development within the city's core – particularly in the case of mixed-use development – allows for the optimal use of community resources and land by using existing public utilities and fighting urban sprawl by creating residential and commercial nodes in proximity to one another. To leave a large portion of the center of the City of Oviedo undeveloped or out of the major redevelopment effort is counterintuitive to the City's foundation of the CRP. In addition, new development and the increase in impervious surface will require the need

for comprehensive stormwater management planning, as stated in the Downtown Master Plan. A portion of undeveloped lands are optimal locations for stormwater retention and treatment.

d & e) **(4) New mixed-use development in city core that promotes vitality and creates jobs for area residents; and (5) Accommodate target business sectors in future development in support of economic development initiatives and endeavors.** The CRP promotes mixed-use development and the accommodation of target business clusters. These two goals and objectives will serve the purpose of creating desirable development and spurring economic development. Mixed-use development will create more jobs within the City of Oviedo and the CRA, and jobs within easy access to residents living in the CRA. The new downtown development area *Oviedo on the Park* (see section below) is a testament to the City's desire to have mixed-use projects that create vibrancy from a live, work and play environment. The accommodation of target business sectors in future CRA mixed-use and commercial developments will bring about job growth by providing development opportunities for those business sectors outlined in the Target Cluster Analysis in the City of Oviedo Strategic Economic Development Plan. Attracting the target business sectors of finance & insurance and professional, scientific & technical services, based on BBPC research, will provide the greatest return to the City of Oviedo in the form of job creation and high paying and highly skilled jobs. These business sectors will be attracted to the City of Oviedo based on the area-wide clustering of like-businesses and skilled employees.

7. Conclusion: Undeveloped Lands

The inclusion of undeveloped lands in the City of Oviedo CRA is fully supported by Florida Statutes and the benefits to the community and future redevelopment goals and objectives.

Florida Statutes support a total of five justifications in three categories for the inclusion of undeveloped lands in the City of Oviedo CRA. In review, they are: 1) necessary to prevent the spread of slum and blight; 2) necessary to maximize opportunity for redevelopment in the CRA; and 3) by law right due to undeveloped land in the CRA being: a) essential to the redevelopment program, b) necessary to facilitate proper growth, and c) characterized by economic disuse and unsuitable topography.

The City and its residents wish to have the most successful and effective community redevelopment plan that can be supported by a CRA; this desire is dependent upon a CRA boundary that encapsulates the heart of the City and the immediate abutting slum and blight properties and areas. Inclusion of undeveloped lands will provide realized benefits to the community; meet redevelopment future goals and objectives, including smart growth planning and economic development; and assist in both public and private

development endeavors in the new downtown area *Oviedo on the Park.* Without undeveloped lands, a large "piece of the puzzle" would be missing from the City of Oviedo CRA.

V. Washington Heights and Lone Pines Neighborhoods

BBPC recommends the inclusion of the Washington Heights and Lone Pines neighborhoods lands into the City of Oviedo CRA based on its analysis of Florida Statutes Chapter 163 definitions of findings of necessity. The recommendation is based on documented findings of necessity, as defined in Chapter 163, Florida Statutes. Part of the Washington Heights and Lone Pines neighborhoods recommended for inclusion into the City of Oviedo CRA falls under the jurisdiction of Seminole County and are bordered by Geneva Drive to the north, 6th Avenue to the east, Wilson Avenue to the West, and the Denise Street and Pineview Drive block to the south.

Florida Statutes Used to Determine Findings of Necessity in Washington Heights

BBP followed procedures set forth in Chapter 163, Florida Statutes in determining findings of necessity in the Washington Heights neighborhood. If finding of necessity, as defined in Florida Statutes, is determined to be in a neighborhood then it would constitute the right to be considered for inclusion into a CRA. In its review, BBPC focused on slum and blight conditions s.163.340(7.c) and s.163.340 (8.e). These two (2) definitions of slum and blight were used due to the apparent evidence observed by BBPC during its physical survey of parcels located in the Washington Heights neighborhood.

Florida Statutes 163.340(7.c) and s.163.340(8.e) are defined as:

1. Conditions used to determine findings of necessity:
   163.340(7) Slum Area Conditions:
   c) The existence of conditions that endanger life or property by fire or other causes.

2. 163.340(8) Blight Area Conditions:
   e) Deterioration of site or other improvements;

Methodologies Employed to Apply Criteria

The survey of physical conditions was conducted by BBPC to identify properties that would qualify the surrounding neighborhood as having findings of necessity, or conditions of slum and blight. As mentioned, the physical conditions that meet the definition of findings of necessity are either 1) endanger life or property by fire or other causes or 2) have deterioration of site or other improvements. Due to the general conclusion that most, if not all, properties within the Washington Heights and Lone Pines neighborhoods that endanger life or property by fire or other causes have, to a degree,

deterioration of site and other improvements, BBPC documented properties with deterioration of site or other improvements. Properties that endanger life or property by fire or other causes can be further determined by the appropriate professionals with the information provided by BBPC in this findings of necessity report.

The physical survey was conducted by BBPC by driving and walking through the Washington Heights neighborhood block-by-block. Each parcel of property with improvements was reviewed by BBP to determine noticeable signs of deterioration of site and other improvements. Properties meeting conditions for findings of necessity were photographed to the greatest extent possible. Figure 8 shows the location of these properties with their assigned photograph numbers. In a few cases, due to respect for residents being outside of their residence at the time of the physical survey, pictures were not taken of properties with physical deterioration. These properties are marked with an asterisk (*) on the above mentioned map.

VI. Documented Conditions and Recommended CRA

BBPC, with assistance from the City of Oviedo, has established a recommended CRA for the City of Oviedo based on the criteria set forth by the State of Florida. The recommended CRA, as stated earlier in the report, will encompass the land area and properties to be part of the Redevelopment Plan. In total, 24 of 37 subareas in the study area contain findings of necessity to be included in the CRA. These 25 subareas are either entirely or partially included in the CRA.

Areas included in the CRA were determined based on concentrations of findings of necessity based on the criteria set forth in Florida Statutes 163.340(7), 163.340(8) & 163.360(8). BBPC gave special consideration to contiguous land areas with findings of necessity when creating the recommended CRA. Portions of the study area with concentrations of findings of necessity were excluded from the CRA based on BBPC's and the City's desire to have one contiguous land area as part of the CRA.

In summary, the CRA consists of all or part of the following subareas:

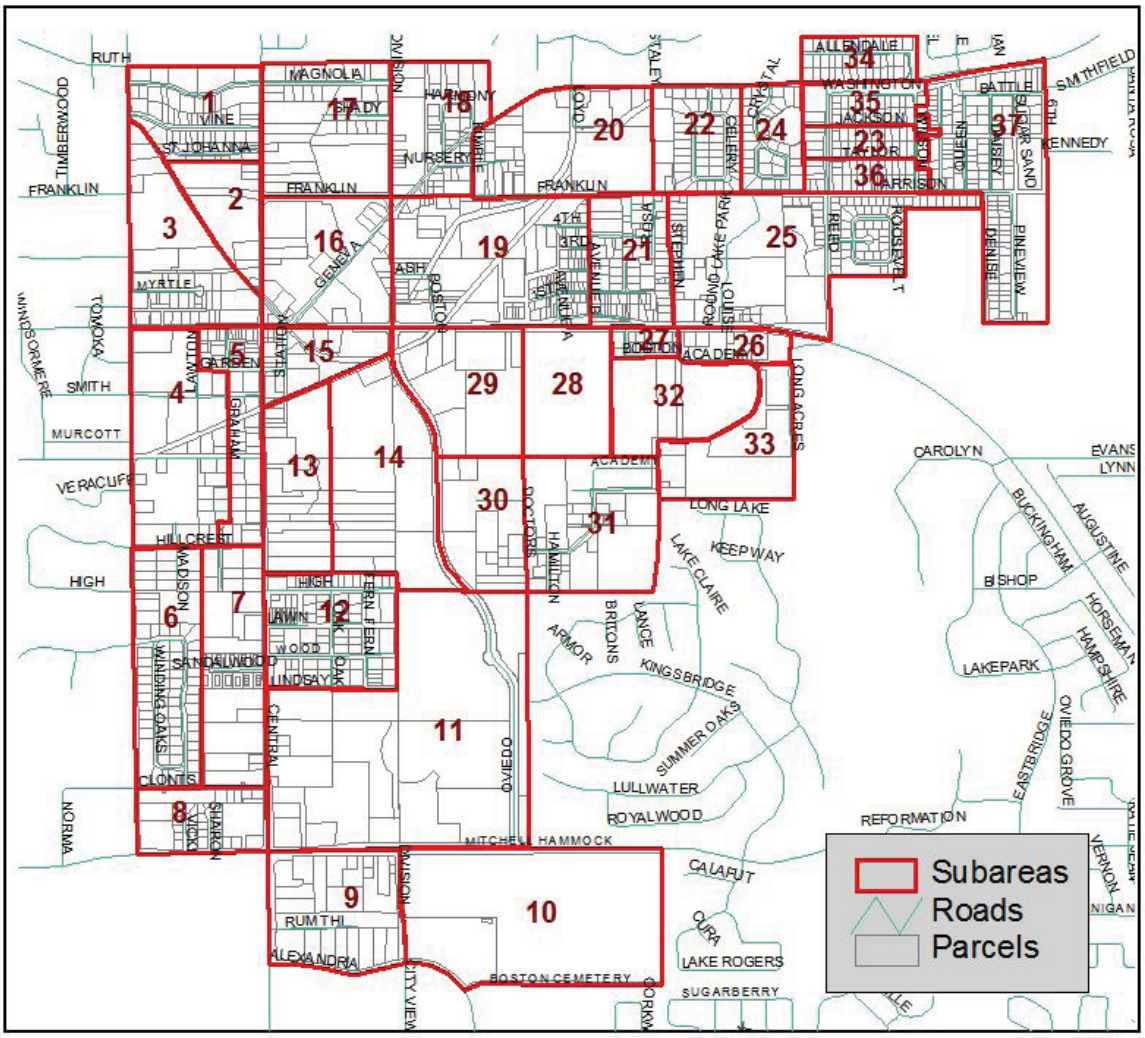
1, 2, 7*, 8, 11*, 12, 13, 14, 15, 16, 17, 18, 19, 20*, 21, 23, 25, 27, 28, 29, 30, 31*, 35, 36, 37

* denotes subareas with properties and acreage not included in the CRA.

Figure 7 and Table 3 show a break-out of findings of necessity by subarea. Figure 8 documents individual properties demonstrating characteristics of slum and/or blight. The numbers on this map correspond to the pictures on pages 29-38. Beginning on page 39 Figure 9 and an additional set of pictures documents conditions in subarea 37, the Washington Heights and Lone Pines neighborhoods.

FIGURE 7

Study Area & Subarea Boundaries



Source: GIS data provided by Oviedo Development Services & subareas developed by BBPC

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500 0 500 Feet

Created: January 2008 by BBPC

TABLE 3

Findings of Necessity, by Subarea

Subarea	CRA	Slum & Blight Conditions #1	#2	#3	#4	#5	#6	#7	#8	Undeveloped / Open Land #9	#10	#11
1	CRA				✓	✓						
2	CRA			✓	✓	✓	✓			✓	✓	✓
3		✓			✓	✓			✓			
4					✓	✓						
5						✓		✓				
6						✓						
7	CRA									✓		✓
8	CRA				✓	✓						
9						✓						
10												
11	CRA	✓			✓	✓				✓		✓
12	CRA		✓		✓	✓	✓					
13	CRA			✓			✓			✓		✓
14	CRA									✓		✓
15	CRA	✓			✓	✓		✓				
16	CRA			✓	✓	✓				✓		✓
17	CRA				✓	✓						
18	CRA				✓	✓						
19	CRA	✓	✓	✓	✓	✓	✓	✓	✓			
20	CRA	✓	✓		✓	✓				✓	✓	✓
21	CRA	✓	✓		✓	✓		✓	✓			
22						✓						
23	CRA				✓	✓						
24						✓						
25	CRA				✓	✓						
26												
27	CRA	✓			✓	✓			✓			
28	CRA									✓		✓
29	CRA				✓	✓						
30	CRA			✓			✓			✓		✓
31	CRA			✓			✓			✓		✓
32												
33												
34						✓						
35	CRA				✓	✓						
36	CRA				✓	✓						
37	CRA	✓			✓	✓					✓	

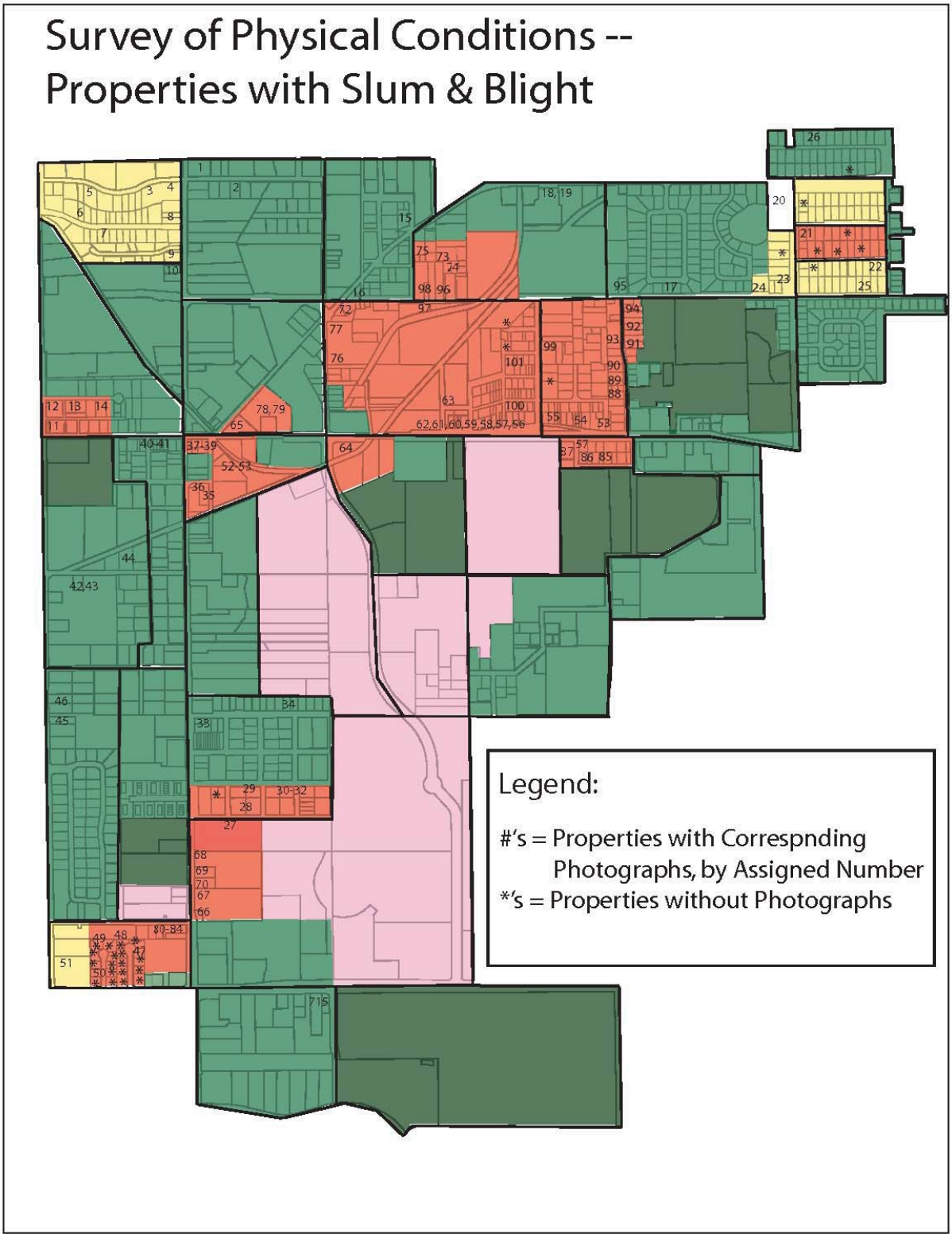
Findings of Necessity Conditions:

Slum (1 factor required)
#1: The existence of conditions that endanger life or property by fire or other causes

Blight (2 or more factors required)
#2: Predominance of defective street layout, parking facilities, or roadways.
#3: Faulty lot layout in relation to size, adequacy, accessibility, or usefullness
#4: Unsanitary or unsafe conditions
#5: Deterioration of site or other improvements
#6: Inadequate and outdated building density patterns
#7: Residential and commercial vacancy rates higher than in the remainder of the City.
#8: A greater number of violations of the Florida Building Code in the area.

Undeveloped / Open Land (At least one factor)
#9: Essential to City Redevelopment Program
#10: Deterioration of Site
#11: Economic Disuse

FIGURE 8



Corresponding photographs can be found on the following pages

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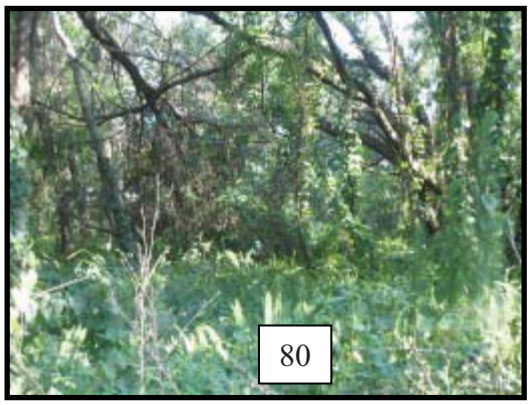
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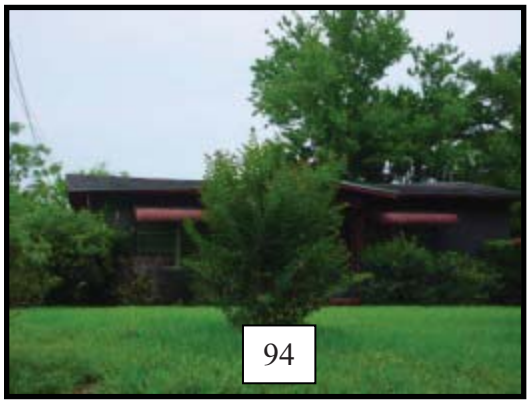
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FIGURE 9 **Subarea 37**

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Redevelopment Plan Objectives

This Redevelopment Plan has been prepared after reviewing the Oviedo Comprehensive Plan, Stormwater Master Plan, Water and Wastewater Master Plan, Parks and Pedestrian System Master Plan and current zoning districts throughout the CRA. This Plan does not call for any sweeping changes to any of the mentioned plans and is consistent with the goals of the Comprehensive Plan, which states "[T]he City adopts this plan update in order to protect and maintain its natural resources, to preserve its community character, and to direct growth and development to those areas best suited for various land uses."

The overarching goal of this redevelopment plan and the redevelopment efforts of the CRA is to provide a greater quality of life for all Oviedo residents, but most specifically the residents of the CRA. This plan proposes achieving this goal by:

- Providing for the improvement of housing stock and residential neighborhoods

- Conducting projects that stimulate non-residential redevelopment such as Broadway Street (SR 426/CR 419) road improvements, streetscape improvements, downtown planning and the creation of a master stormwater system.

- Providing public amenities such as a public library, improved public spaces and greenways

It is important to note that approximately 50 percent of the CRA is composed of residential uses. It is therefore important to include measures for residential rehabilitation and neighborhood improvement in all phases of redevelopment efforts. It is also important to attempt to include all property groups in redevelopment efforts.

However, participation by all property groups will not always be possible and this objective should not supersede the primary objective of the CRA, to efficiently allocate CRA resources for the stimulation of appropriate redevelopment.

Redevelopment Issues

1. Need for Public Amenities in the Oviedo Core

Commercial properties near the center of Oviedo have suffered because of large retail developments outside the Oviedo CRA. As in many downtowns across the Country, competing with big box development is difficult and is best done by capitalizing on unique public amenities and developing a unique shopping experience. In Oviedo these amenities can be in both the new and old downtowns. Public amenities can include sufficient parking, public space and public transportation.

This issue addresses the following findings of necessity items: Deterioration of site or other improvements and vacancy rates higher in the area.

2. Deteriorating Residential Properties

Residential properties in the CRA, and particularly in the Avenue B and Reed Avenue Neighborhoods, present unsightly and potentially unsafe conditions. This directly affects the quality of life, property values and commitment to reinvest in these neighborhoods. Additional disinvestment will cause further deterioration and ultimately the loss of this housing stock and these neighborhoods. Appropriate reinvestment will result in the maintenance and restoration of important affordable housing in the City of Oviedo.

This issue addresses the following findings of necessity items: Deterioration of site or other improvements and unsanitary or unsafe conditions.

3. Current lack of infrastructure in Residential Neighborhoods

Residential neighborhoods throughout the CRA lack basic infrastructure such as well maintained roadways, sidewalks, street lighting and other street improvements. Not all of these improvements are necessary in every neighborhood. However, every residential neighborhood included in the CRA would benefit from some public improvements. Additionally, many neighborhoods in the CRA are not connected to public sewer either because of a lack of public infrastructure and/or an unwillingness to pay connection fees and labor costs to connect to the system.

This issue addresses the following findings of necessity items: Predominance of defective street layout, parking facilities, roadways, bridges, or public transportation facilities and unsanitary or unsafe conditions.

4. Lack of Sufficient Businesses Downtown to Create a Draw

The Old Downtown does not currently have a sufficient number of businesses to draw people into downtown and the current road and sidewalk network does not promote a pedestrian oriented shopping experience. For these reasons, the Old Downtown cannot compete with newer, typically-suburban shopping. The City of Oviedo Downtown Master Plan recommends the Old Downtown should include a mix of retail, restaurant, residential, recreational and cultural uses and should "contain a regionally significant destination as an anchor." Further, the plan recommends "the scale of activity should be geared primarily to the community's primary market area (residents within 5 miles), with the occasional regional event."

This issue addresses the following findings of necessity items: Deterioration of site or other improvements and possible higher vacancy rates.

5. Downtown Street System

The current downtown street system with its numerous irregular intersections and lack of discernable grid pattern does not promote appropriate commercial development. The planned widening of Broadway Street (SR 426/CR 419) will further upset the functionality of downtown in the short-term, but will also provide a great opportunity to upgrade the downtown street system.

This issue addresses the following findings of necessity items: Predominance of defective street layout, parking facilities, roadways, bridges or public transportation facilities. This issue also addresses deterioration of site or other improvements downtown by providing necessary public investment to support private reinvestment.

6. Stormwater

The stormwater plan that will accommodate runoff from the New Downtown is a well-designed solution that will accommodate future demand. However, this system will tie into the existing Old Downtown system and the wetland features and overall stormwater system in the Old Downtown must be reevaluated and, where necessary, upgraded to provide a consistent level of quality throughout the total stormwater system. By developing a master stormwater system and implementing the improvements recommended in the Stormwater Master Plan then the redevelopment of the Old Downtown becomes much more feasible because stormwater can be handled off-site, allowing for higher, more appropriate densities required to address issues 1, 4, and 7. It is only with this public investment that the Old Downtown can create the critical mass of new businesses required to create a draw.

This issue addresses the following findings of necessity items: Unsanitary or unsafe conditions, deterioration of site or other improvements, and potentially higher than average vacancy rates.

7. Deteriorating Properties Downtown

As with residential areas in the CRA, commercial areas in the Old Downtown have some well-maintained and some deteriorating properties. Exterior improvements to any deteriorating commercial properties is essential for maintaining a viable commercial district. Some properties will ideally be replaced. However, a mechanism for stimulating the reinvestment in commercial properties in the CRA is important. Strategies will need to be able to address pecific issues, such as the possibility of small remnant properties caused by the SR 426 / CR 419 project.

This issue addresses the following findings of necessity items: Deterioration of site or other improvements and potentially higher than average vacancy rates.

8. Parking

Current parking arrangements in the Old Downtown will be insufficient for new commercial development. Adequate parking is essential for remaining competitive with suburban shopping. Other uses downtown, such as churches, will also require additional parking as they expand. Shared parking and structured parking are options.

This issue addresses the following findings of necessity items: Predominance of defective street layouts, parking facilities, roadways, bridges, or public transportation facilities.

9. Pedestrian Friendly Downtown

A pedestrian friendly downtown is necessary as a catalyst for new development and for the downtown to be competitive with other retail venues. The character of downtown must be developed to entice people to make the transition from highway business, auto-oriented shopping to downtown, pedestrian-oriented shopping. Key design components include human-scaled architectural and streetscape elements, shade provided by building overhangs and trees, and an infill of new retail uses to afford people the option of conducting shopping on foot and to provide a more aesthetically pleasing experience.

This issue addresses the following findings of necessity items: Predominance or defective street layout, parking facilities, roadways, bridges, or public transportation facilities, deterioration of site or other improvements and potentially higher than average vacancy rates.

Redevelopment Program / Use of Funds

In order to most effectively distribute available funds and ensure an equitable distribution of funds, the following general distribution categories will guide the use of CRA funds. However, the amount of funding for the CRA is unknown at this time and is dependent upon the level of participation of the Seminole County Board of County Commissioners. In view of this uncertainty, budgeting becomes problematic.

33% of CRA funds will be used for **residential neighborhood improvement**, which can include capital improvements, incentive programs, and land acquisition and public/private development.

33% of CRA funds will be used for **commercial neighborhood improvement**, which can include capital improvements, incentive programs, and land acquisition and public/private development.

25% of CRA funds will be used for **community amenities**

9% of CRA funds will be used for **administrative purposes**

It is not necessary that the disbursement of funds in any given year must match the distribution above. However, a compelling argument must be made for deviating from this basic distribution formula and an effort will be made to realize this distribution over the life of the CRA. Each of the specific redevelopment strategies listed below has been tied to a specific redevelopment issue and distribution category.

Strategy 1 – Develop a Residential Improvement Grant Program
Category: Residential Neighborhood Improvement
Addresses Redevelopment Issue 2

A grant program will be developed to encourage improvements to both residential and commercial properties. There will be three types of grants available:

1) 100% grant (no matching funds required) for *residential properties only*. This grant will be available for *exterior improvements only,* and will only be available for owner-occupied units where household income does not exceed an established threshold (e.g. 50% of area median income). The maximum award amount will be $5,000 with final approval resting with the CRA Board.

   The CRA Board will have the right to refuse an application or to approve an amount less than that requested. The award will be made as a line of credit against which the property owner can charge project costs. Funds will not be released directly to property owners.

2) 50% matching grant for *residential properties only.* This grant will require the property owner to match CRA money, dollar for dollar and there will be no

income restrictions for this grant. Additionally, this grant will be available for both exterior and interior improvements to residential structures. Interior improvements will be limited to structural improvements, fixing unsafe or unhealthy conditions (such as unsafe wiring, leaky plumbing, or unhealthy HVAC systems), painting, and replacing worn or damaged wall to wall carpet, hardwood, or other permanent floor material. The maximum grant amount will be $10,000.

A Grant Program document outlining allowable uses, administration of the program, and procedures for disbursement of funds will be assembled. The CRA Board needs to adopt the Grant Program document as a program separate from the Redevelopment Plan.

Implementation: *Funding for the Grant program will be established annually on or before September 30 as part of the CRA's annual budget.*

Strategy 2 – Develop a Commercial Improvement Grant Program
Category: Commercial Neighborhood Improvement
Addresses Redevelopment Issue 7

This will be a 25% matching grant for *commercial properties.* This grant will require the property owner to provide 75% of funding for the project and will be limited to façade improvements and possibly other exterior improvements to the commercial structure. The maximum award amount will be $5,000.

A Grant Program document outlining allowable uses, administration of the program, and procedures for disbursement of funds will be assembled. The CRA Board needs to adopt the Grant Program document as a program separate from the Redevelopment Plan.

Implementation: *Funding for the Grant program will be established annually on or before September 30 as part of the CRA's annual budget.*

Strategy 3 – Create a Redevelopment Loan Incentive Program
Categories: Commercial Neighborhood Improvement and Residential Neighborhood Improvement
Addresses Redevelopment Issues 2 and 7

The CRA will explore the merits of an improvement incentive program based on rehabilitation projects funded by debt. The incentive would be a percentage of debt incurred to complete a project and would be available for both residential and commercial projects in the CRA. Once an approved project is completed, the CRA would provide a percentage of the project costs funded by debt to the property owner in the form of a grant. This is a way of increasing the leverage of CRA funds and providing incentives for larger projects. Incentives would likely be in the 10 to 20 percent range and could accommodate projects of as little as $5,000 and as much as $100,000.

Implementation: *The CRA will explore the feasibility of such a program within its first year. If the CRA board approves such a program, it will be funded annually with a budget established on or before September 30 as part of the CRA's annual budget.*

Strategy 4 – Provide Funds for a New County Library in the New Downtown
Category: Community Amenities
Addresses Redevelopment Issue 1

The construction of a new Seminole County Library at Oviedo on the Park will be a key opportunity to draw people to the core of Oviedo and will compliment the other public amenities proposed within the Oviedo on the Park development and throughout the Oviedo CRA. Negotiations are currently underway with Broad Street Partners, developers of Oviedo on the Park, who have agreed that the Library is a project worth pursuing. However, public funds will be required to make the project financially feasible.

Specifically, construction of the 40,000 square foot public library is currently estimated to cost approximately $9.5 million and an additional $2.7 million will be required for structured parking, bringing the total cost to the CRA of $12.2 million. As part of a previous tax assessment district analysis, BBPC evaluated the ability of the Oviedo on the Park development to generate enough tax increment financing revenue to support the Library project. BBPC determined that the Library project could be supported solely with additional revenue generated by Oviedo on the Park.

In addition to providing a key public amenity, this project also meets the needs of Seminole County, an important factor considering the County's participation in the CRA.

Implementation: *The CRA will explore the use of CRA funds for this project as soon as possible.*

Strategy 5 – Fund Road Improvements in the Old Downtown
Category: Commercial Neighborhood Improvement
Addresses Redevelopment Issues 4 and 5

The CRA will attempt to fund the overall improvement of street conditions in the Old Downtown, including local street realignment, SR 426 / CR 419 improvements, streetscape items and planning studies. It is envisioned that the CRA will primarily fund items not directly related to roadwork, such as streetscape items (lighting, seating, etc.) and preliminary costs such as planning and engineering studies for the Downtown area.

Implementation: *The CRA will explore the use of CRA funds for this project as soon as possible.*

Strategy 6 – Fund Sewer Connections for Low-Income Residents
Category: Residential Neighborhood Improvement
Addresses Redevelopment Issue 3

Providing public sewer to neighborhoods in the CRA is a redevelopment item that may be funded by CRA funds (see "fund additional residential neighborhood improvements" below). However, some households are not able to afford the connection fee, impact fee, or labor costs, or necessary costs associated with annexation required to connect to the public sewer system. The CRA will explore implementing a program to partially or completely offset these expenses for low income families in the CRA.

Implementation: *The feasibility of this program will be assessed during the first year of the CRA. If adopted, this program will be funded annually with a budget established on or before September 30.*

Strategy 7 – Explore Public/Private Redevelopment Projects
Category: Commercial Neighborhood Improvement and Residential Neighborhood Improvement
Addresses Redevelopment Issues 4, 7, 8, 9

In addition to public improvements, it is possible for the City of Oviedo CRA to participate in public/private redevelopment projects where the CRA may use funds for land assemblage, specific public improvements, or other uses within their powers to stimulate the development of a specific project. Several opportunity sites and a market justification for their selection are presented elsewhere in this Plan.

In all cases where a public/private partnership is used to stimulate development, the goal must always be the development of a specific, predetermined project to be completed in a timely fashion.

Implementation: *The CRA will continually explore possible Public/Private redevelopment options. Ongoing communication with landowners and developers is essential.*

Strategy 8 – Fund Additional Community Amenities
Category: Community Amenities
Addresses Redevelopment Issues 1, 8, 9

Additional community amenities that may be funded by the CRA include, but are not limited to:

- Public park improvements, such as improvements to Round Lake Park called for in the City of Oviedo Parks & Pedestrian System Master Plan

- Public greenways including completion of the Cross Seminole Trail
- Pedestrian connections between Oviedo on the Park and the Old Downtown
- Bus shelters
- Public Transportation shuttle circulator between Oviedo on the Park and Old Downtown

Implementation: *The CRA will periodically evaluate deserving community amenities projects*

Strategy 9 – Fund Additional Residential Neighborhood Improvement
Category: Residential Neighborhood Improvement
Addresses Redevelopment Issues 2, 3, 6

Additional neighborhood improvements that may be funded include, but are not limited to:

- Lighting
- Street trees
- Streetscape improvements
- Public sewer system improvements
- Curbs and gutters
- Sidewalks
- Stormwater management
- Potable Water system improvements
- Reuse Water system improvements
- Bus Shelters (School and Transit)

Neighborhood improvements should be undertaken to meet minimum standards for infrastructure availability and appearance available in a typical Oviedo neighborhood outside the CRA.

Implementation: *The CRA will periodically evaluate deserving residential neighborhood improvement projects*

Strategy 10 – Fund Additional Commercial Neighborhood Improvement
Category: Commercial Neighborhood Improvement
Addresses Redevelopment Issues 4, 5, 7, 8, 9, 6

Additional commercial neighborhood improvements that may be funded include, but are not limited to:

- Lighting
- Street trees

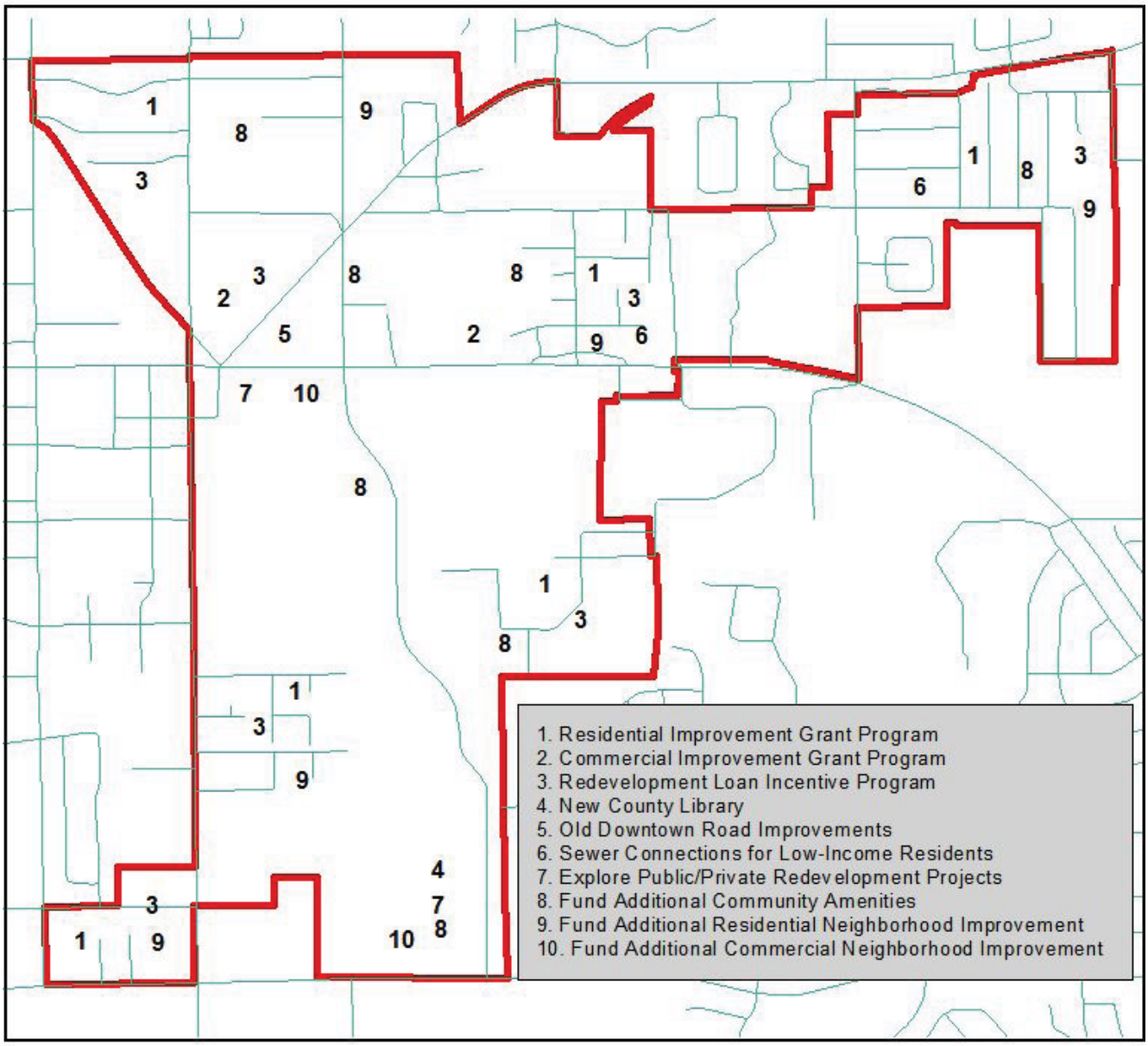
- Streetscape improvements
- Public sewer system improvements
- Curbs and gutters
- Sidewalks
- Parking
- Street networks
- Stormwater management
- Public Transportation
- Reuse Water system improvement

Implementation: *The CRA will periodically evaluate deserving residential neighborhood improvement projects*

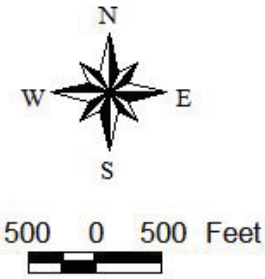
The map on the following pages illustrates general areas where each of the development strategies listed above will likely be implemented. This map is not intended to provide specific locations for any development strategy, but rather to illustrate the general distribution of across the CRA.

FIGURE 10

Redevelopment Map



Source: GIS data provided by Oviedo Development Services



Created: January 2008 by BBPC

Roads

CRA Boundary

Conformity with Existing Plans

This plan does not directly propose any changes to the City's current planning documents. Any changes that will occur will not be a direct result of this plan, but rather a result of subsequent planning efforts proposed in this plan.

This plan does provide opportunities for strategies identified by City planning documents to be implemented. Specifically, the following capital projects support strategies recommended by current planning documents:

1) Connections for area wide hiking and bicycling trails are recommended in the Parks and Pedestrian System Master Plan

2) Creating a master stormwater system for retention on an area-wide basis is consistent with the Stormwater Master Plan and the Downtown Master Plan

3) Creating shared or structured parking facilities is recommended by the Downtown Master Plan

Neighborhood Impact / Housing

A significant amount of moderately priced housing exists in the Oviedo CRA. Additionally, this housing stock represents much of the affordable housing available in the entire City. Therefore, the preservation of existing affordable housing stock in the CRA is of the utmost importance. Residential neighborhood improvements suggested in this plan are intended to improve the housing stock without gentrifying affordable areas to the point of eliminating affordable housing. It is not anticipated that any project proposed in this plan will negatively impact the affordable housing scenario in Oviedo. However, any project that is funded in part or full by CRA funds (such as a public private partnership development) that may displace individuals living in affordable housing must replace lost affordable units either at the site of the project or provide for construction of new units elsewhere in the community.

Time Certain for all Redevelopment Activities

All redevelopment activities, including repayment of financing, must be complete within 30 years of plan adoption, the maximum amount of time provided by Florida Statute. However, the actual timeframe for completion of redevelopment activities is dependent on an agreement between the City of Oviedo and Seminole County.

Appendix – Legal Description

The boundary of the Community Redevelopment Area is as follows:

- Starting at the intersection of West Mitchell Hammock Road and the southwest portion of parcel 15-21-31-300-057E-0000

- Continuing north along the western portions of the following parcels in Section 15 Township 21 Range 31 Subdivision 300: 057E-0000, 0570-0000, 0550-0000

- Continuing east along the northern portions of the following lots in Section 15 Township 21 Range 31 Subdivision 300: 0550-0000, 0560-0000, 0580-0000, 054A-0000, 054B-0000

- Continuing north along the centerline of Central Avenue (SR 434)

- At the intersection of Central Avenue (SR 434) & Railroad Street, continuing northeast through Section 10 Township 21 Range 31 Subdivision 300 Block 0950

- Continuing north along the center line of Lake Jessup Avenue

- Continuing east along the northern portions of the following lots in Section 10 Township 21 Range 31 Subdivision 503 Block 0000: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

- Continuing north along the centerline of Central Avenue (SR 434)

- Continuing east along the northern portions of the following lots in Section 10 Township 21 Range 31 Subdivision 507 Block 0000 Lots: 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33

- Continuing east along the northern portions of the following Blocks in Section 10 Township 21 Range 31 Subdivision 300 Blocks: 0400, 0410, 0420 & the following lots of Section 10 Township 21 Range 31 Subdivision 510: 48, 17, 16

- Continuing south along the eastern portion of Section 10 Township 21 Range 31 Subdivision 300 Block 0420

- Continuing northeast along the centerline of Geneva Drive (CR 426)

- Continuing south on the centerline of Lloyd Drive

- Continuing north along the northern portion of Section 10 Township 21 Range 31 Subdivision 300 Block 0930

- Continuing south along the eastern portion of Section 10 Township 21 Range 31 Subdivision 300 Block 0930

- Continuing east along the northern portions of the following Blocks in Section 11 Township 21 Range 31 Subdivision 300: 0140, 019C, 0160, 016A, 0240, 0250

- Continuing north along the western portion of Section 11 Township 21 Range 31 Subdivision 300 Block 012B. Continuing east along the northern portion of the same parcel

- Continuing north along the western portion of Lots in Section 11 Township 21 Range 31 Subdivision 503 Block 0000: 0730, 0740, 0750, 0760, 0770, 0780, 0790, 0800, 0810, 0820, 0830, 0840, 0850

- Continuing east along the northern portion of Section 11 Township 21 Range 31 Subdivision 503 Block 0000 Lot 0730

- Continuing north along the centerline of Reed Avenue

- Continuing east along the centerline of Washington Street

- Continuing south along the centerline of 6th Street

- Continuing south along the eastern portion of Section 11 Township 21 Range 31 Subdivision 300 Block 0410

- Continuing west along the southern portions of the following blocks in Section 11 Township 21 Range 31 Subdivision 300: 0410, 0400, 0390

- Continuing west along the southern portions of the following lots in Section 11 Township 21 Range 31 Subdivision 507 Block 0000: 0010, 0410, 0400

- Continuing north along the centerline of Denise Street

- Continuing west along the northern portion of the following Lots in Section 11 Township 21 Range 31 Subdivision 515 Block 0000: 0010, 0020, 0030, 0040, 0050, 0060, 0070, 0080, 0090

- Continuing west along the northern portion of Section 11 Township 21 Range 31 Subdivision 300 Block 0360

- Continuing south along the western portions of the following Blocks in Section 11 Township 21 Range 31 Subdivision 300: 0360, 0370

- Continuing west along the northern portion of Section 11 Township 21 Range 31 Subdivision 300 Block 0010
- Continuing south along the centerline of Reed Avenue
- Continuing west along the centerline of E Broadway Street (SR 426 / CR 419)
- Continuing south along the centerline of Academy Avenue
- Continuing west along the centerline of Boston Avenue
- Continuing south through Section 15 Township 21 Range 31 Subdivision 300 Block 0010, then head east along the southern portion
- Continuing east along the centerline of Academy Place
- Continuing south along the centerline of Doctors Drive
- Continuing south along the western portion of the following Blocks in Section 15 Township 21 Range 31 Subdivision 300: 0020, 0040
- Continuing west along the southern portion of Section 15 Township 21 Range 31 Subdivision 300 Block 0040 & Section 15 Township 21 Range 31 Subdivision 501 Block 0000 Lots 0120, 0110, 0080
- Continuing south along the centerline of Oviedo Boulevard
- Continuing west along the centerline of Mitchell Hammock Road
- Continuing north along the eastern portion of the following Lots in Section 15 Township 21 Range 31 Subdivision 524 Block 0000: 0030, 0040
- Continuing west along the northern portion of Section 15 Township 21 Range 31 Subdivision 524 Block 0000 Lot 0040, then continuing south along the western portion of aforementioned parcel
- Continuing west along the northern portion of the following Lots in Section 15 Township 21 Range 31 Subdivision 524 Block 0000: 0020, 001B
- Continuing south along the centerline of S Central Avenue (SR 434)
- Continuing west along the center line of Mitchell Hammock Road
- Ending at the intersection of West Mitchell Hammock Road and the southwest portion of parcel 15-21-31-300-057E-0000

The following is a general legal description of the properties located within the Community Redevelopment Area for Oviedo, FL.

<u>Section 10, Township 21, Range 31</u>

- Subdivision 300
  - Blocks 6, 8, 10, 25C, 30, 30A, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41, 41A, 42A, 43, 43A, 44, 45, 45A, 46, 46A, 46B, 47, 48, 49, 50, 51, 52, 53, 53A, 54, 54A, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 65A, 65B, 65C, 65D, 66, 68, 69, 70, 73B, 75, 75A, 75B, 75C, 77, 77A, 79, 80, 81, 81A, 83, 83A, 83B, 83C, 84, 85, 85A, 86, 86A, 86B, 87, 88, 89, 90, 91, 91A, 91B, 92, 92A, 93, 93B, 94, 94C, 95, 95A

- Subdivision 503
  - Block 0000
  - Lots 1, 4, 6, 11, 13, 16, 19, 21, 22, 26, 27, 28, 29, 30, 33, 35, 36, 38, 38A, 40, 42, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 57, 59, 61, 62, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73

- Subdivision 505
  - Block 0A00
  - Lots 1, 2

  - Block 0B00
  - Lots 1, 2, 2A, 3, 6, 7, 10, 10A, 12, 15, 18, 19, 20, 21

- Subdivision 505
  - Block 0C00
  - Lots 1, 7, 8, 10, 11, 11A, 13, 14, 15, 15A, 16

- Subdivision 506
  - Block 0000
  - Lots 1, 6, 7, 8, 9, 10, 11, 12, 13

- Subdivision 507
  - Block 0000
  - Lots 15, 16, 17, 19, 19A, 20, 23, 25, 26, 27, 28, 29, 30, 32, 34, 35, 38, 39

- Subdivision 508
  - Block 0000
  - Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12

- Subdivision 509
  - Block 0000
  - Lots A, B, D, E, F, F1, G

- Subdivision 510
    - Block 0000
    - Lots 1, 3, 5, 6, 7, 8, 8A, 9, 11, 12, 12A, 13, 17, 19, 21, 23, 25, 26, 26A, 27, 27A, 29, 29A, 33, 33A, 34, 34A, 35, 36, 36A, 37, 41, 42, 43, 45, 47

- Subdivision 511
    - Block 0000
    - Lots 1, 2, 4, 6, 8, 9, A, B, C, D, E, 11, 13, 15, 17, 20, 22, 25, 27, 28, 29, 31, 32, 35, 35, 39

- Subdivision 512
    - Block 0000
    - Lots 1, 2, 2A, 3, 3A, 3B, 4, 4A, 4B, 4C, 5, 12, 12A, 13, 13A, 13B, 13D, 13E, 13F, 14

- Subdivision 513
    - Block 0000
    - Lots 1, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 21, 23, 27, 28, 29, 31, 33, 35, 37

- Subdivision 514
    - Block 0000
    - Lots 1, 2, 3, 7, 8, 11, 13, 19, 21, 24, 25, 27, 29, 31, 32, 33, 34, 36, 38, 41, 43, 45, 47, 51, 53, 54, 56, 57, 58, 89, 60, 61, 65, 66, 68, 70, 71, 75, 77, 79

- Subdivision 515
    - Block 0000
    - Lots 1, 4, 6, 7, 8, 11, 14, 15, 18, 19, 21, 23, 25, 27, 30, 33, 34, 35, 36, 38, 40, 41, 42, 44, 47

- Subdivision 516
    - Block 0000
    - Lots 8B, 9

- Subdivision 519
    - Block 0000
    - Lots 20, 21

- Subdivision 523
    - Block 0000
    - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

    - Block 0100, 0200, 0300, 0400

- Subdivision 525

- Block 0000
- Lots 1, 2, 3, 4, 5, 6, 7, 8

- Subdivision 528
  - Block 0000
  - Lots 1, 3

  - Block 0A00

<u>Section 11, Township 21, Range 31</u>

- Subdivision 300
  - Blocks 1, 1A, 6, 7, 8, 9, 12B, 14, 15, 16, 16A, 17, 18, 19, 19A, 19B, 19C, 20, 21, 22, 23, 24, 24A, 24B, 24C, 25, 26, 27, 28, 29, 29A, 29B, 29C, 30, 31, 32, 33, 34, 35, 36, 37, 38, 41, 45A

- Subdivision 503
  - Block 0000
  - 1, 1A, 1B, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 13A, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25A, 25B, 26, 27, 29, 30, 31, 32, 33, 34, 35, 36, 37, 37A, 39, 40, 40A, 41, 42, 43, 44, 45, 46, 47, 48, 49, 49A, 49B, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 77, 79, 81, 83, 84, 86, 87A, 87B

- Subdivision 504
  - Block 0A00
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 , 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 39, 40, 41, 42, 43, 44

  - Block 0B00
  - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

  - Block 0C00
  - Lots 1, 1A, 2, 2A, 3, 4, 5, 6, 7

  - Block 0D00
  - Lots 1, 1A, 2, 5A, 7, 7A, 8

  - Block 0L00

- Subdivision 505
  - Block 0000
  - Lots 1, 3, 6, 8, 11, 19, 20

  - Block 0L00

- Subdivision 507
    - Block 0000
    - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41

- Subdivision 508
    - Block 0100
    - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19

    - Block 0200
    - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19

    - Block 0300
    - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

    - Block 0400
    - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17

    - Block 0500
    - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

    - Block 0600
    - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

    - Block 0700
    - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

    - Block 0800
    - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16

    - Block 0900
    - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16

    - Block 1000
    - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

    - Block 1100
    - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13

    - Block 0P00

- Subdivision 510
    - Block 0B00
    - Lots 13, 14

    - Block 0B0A

- Subdivision 511
    - Block 0000
    - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

- Subdivision 514
    - Block 0000
    - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9

<u>Section 14, Township 21, Range 31</u>

- Subdivision 300
    - Blocks 1B, 4

- Subdivision 501
    - Block 0000
    - Lots 1, 2, 4, 6, 8, 10, 12, 16, 18, 20, 21, 23, 24, 25, 26, 28

- Subdivision 504
    - Block 0C00

- Subdivision 5MC
    - Block 0000
    - Lots 337, 338, 339

<u>Section 15, Township 21, Range 31</u>

- Subdivision 300
    - Blocks 1, 2, 3, 4, 5, 6, 7, 8, 8A, 9, 10, 10A, 11, 11A, 11B, 11C, 11E, 12, 12B, 13, 13A, 14, 15, 15A, 16, 17, 17A, 17B, 17C, 18, 19, 20, 21, 22, 23, 23A, 24, 25, 26, 26A, 26B, 26D, 27, 27A, 28, 28A, 29, 29A, 30, 30A, 31, 32, 33, 33A, 33B, 35, 52, 52A, 52B, 53, 54A, 54B, 55, 56, 57, 57A, 57B, 57C, 57D, 57E, 58, 59, 60, 61, 62, 63, 63A, 65, 66, 69, 69A, 69B, 69C, 69D, 69E, 69F, 69G, 69H, 69J, 69K, 69L, 70, 74, 74A, 74B, 74C, 76, 76B, 77A, 82A, 84, 86, 87, 88, 89, 90, 91

- Subdivision 501
    - Block 0000
    - Lots 1, 2, 3, 3A, 3B, 5, 5A, 6, 6A, 6B, 7, 8, 8A, 8B, 9, 9A, 9B, 9C, A, H, H1, H2, 12, 12A, 12B, 13, 14

- Subdivision 502
    - Block 0000
    - Lots 1, 3

- Subdivision 504
    - Block 0000

    - Lots 1, 2, 3, 4, 5, 5A, 6, 7, 11, 15

- Subdivision 506
    - Block 0A00
    - Lot 1

    - Block 0B00

    - 0E00
    - Lots 1, 2, 3, 11, 12, 15, 19

    - 0F00
    - Lot 1

- Subdivision 511
    - Block 0A00
    - Lots 1, 2, 4, 5

    - Block 0B00
    - Lots 1, 2, 4, 5, 7, 9, 11

    - Block 0C00
    - Lots 1, 3, 5, 7, 9, 11

    - Block 0D00
    - Lots 1, 7

- Subdivision 512
    - Block 0A00
    - Lots 1, 4, 6, 11

    - Block 0B00
    - Lots 1, 7, 11, 14, 17

    - Block 0C00

    - Lots 1, 4, 7, 11, 14, 17

    - Block 0D00
    - Lots 1

- Subdivision 513
    - Block 0A00
    - Lots 1, 5, 5A, 7

    - Block 0B00

    - Lots 1, 3, 6, 8

    - Block 0C00
    - Lots 1, 3, 6, 8

    - Block 0D00
    - Lots 1, 6, 8

- Subdivision 515
    - Block 0000
    - Lots 1, 2, 3, 4, 5, 5A, 6, 6A, 7, 8, 9, 10

- Subdivision 516
    - Block 0000
    - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

- Subdivision 517
    - Block 0000
    - Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

- Subdivision 521
    - Block 0C00

- Subdivision 522
    - Block 0000
    - Lot 1

- Subdivision 523
    - Block A, B, C

- Subdivision 524
    - Block 0000
    - Lots 1B, 2, 3, 3A, 4, 4A, 4B

- Subdivision 525
    - Block 0A00

- Subdivision 526
    - Block 0000
    - Lots A, B, C, D

- Subdivision 5KU
    - Block 0000
    - Lot 33

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

June 28, 2007

Mayor Tom Walters
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

Dear Mayor Walters:

Please find enclosed two (2) original letters regarding the CRA deadline extension to March 31, 2008. At your convenience, please sign both letters, return one to my attention and retain the other for your files. I have also enclosed a self-addressed, stamp envelop for your use.

Thank you for your expeditious handling of this extension. If you have any questions, please give me a call at 407-665-7201.

Sincerely,

Gretchen R Venn

Gretchen R Venn, Executive Assistant to
Chairman Carlton Henley
Commission District 4

cc: April Boswell, Assistant County Manager

Enclosure(s)

1101 EAST FIRST STREET SANFORD FL 32771-1468 TELEPHONE (407) 665-7219 FAX (407) 665-7958

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

June 27, 2007

Thomas G. Walters, Mayor
City of Oviedo
400 Alexandria Boulevard
Oviedo FL 32765

Re: CRA Deadline Extension until March 31, 2008

Dear Mayor Walters,

At the June 26, 2007 Board of County Commissioners meeting, the Board approved the City's request to extend the deadline for the Board's consideration of formation of a Community Redevelopment Area in the City until March 31, 2008.

We received the City Council's Resolution No. 1603-07 requesting the extension that was adopted by the City Council at your June 18, 2007 meeting. Per Florida Statute Chapter 163.410, such period may be extended by mutual consent in writing by the municipality and county.

This letter serves as the mutual written consent for the extension. Please execute both originals in the space provided and return one for the County's records. We will place the letter in our file along with the City's Resolution.

Sincerely,

Carlton D. Henley
Chairman

Thomas G. Walters, Mayor
City of Oviedo

C: Board of County Commissioners
Cynthia A. Coto, County Manager
Gerald Seeber, City Manager
Robert A. McMillan, County Attorney
Donald S. Fisher, Deputy County Manager
April Boswell, Assistant County Manager
Dori DeBord, Planning and Development Director
Bryan Cobb, Oviedo Director of Development Services

JUL 24 2007

1101 EAST FIRST STREET SANFORD FL 32771-1468 TELEPHONE (407) 665-7219 FAX (407) 665-7958

The City of
Oviedo
FLORIDA

RECEIVED
JUN 28 2007
SEMINOLE COUNTY
COUNTY MANAGER

400 ALEXANDRIA BOULEVARD • OVIEDO, FLORIDA 32765

June 25, 2007

Ms. Cynthia Coto
County Manager
Seminole County Services Building
1101 East First Street
Sanford, FL 32771

Dear Ms. Coto:

Enclosed is a corrected copy of Resolution No. 1603-07, requesting an extension of the deadline for consideration of the formation of a Community Redevelopment Area within the City of Oviedo, which was passed and adopted by the Oviedo City Council on June 18, 2007.

Sincerely,

Barbara J. Barbour, CMC
City Clerk

Enclosure

RESOLUTION NO. 1603-07

A RESOLUTION OF THE CITY OF OVIEDO, FLORIDA REQUESTING AN EXTENSION OF THE DEADLINE FOR CONSIDERATION OF THE FORMATION OF A COMMUNITY REDEVLOPMENT AREA WITHIN THE CITY OF OVIEDO; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Oviedo, on August 8, 2006, met in joint session with the Seminole County Commission to discuss, among other things, the formation of a Community Redevelopment Area in the City; and,

WHEREAS, the City of Oviedo submitted its needs assessment report to Seminole County in support of its request for the formation of a Community Redevelopment Area; and,

WHEREAS, the needs assessment report has been revised to reflect changes requested by the Board of County Commissioners and the Seminole County staff; and,

WHEREAS, the City Council and the County Commission have previously agreed to extend the deadline for consideration of the formation of a Community Redevelopment Area until June 30, 2007; and,

WHEREAS, the proposed legislation affecting property tax valuations and collections by city and county government is currently being debated in Tallahassee; and

WHEREAS, it is likely that some constitutional amendments may be posed affecting property tax valuations throughout the state with such constitutional amendments presented to the voters in early 2008; and,

WHEREAS, the City Council finds that it is in the City's best interest to postpone consideration of the formation of a Community Redevelopment Area until such time as the impact of property tax reform is understood in the City and in Seminole County.

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

SECTION 1. The City Council hereby requests the Board of County Commissioners to extend the deadline for consideration of the formation of a Community Redevelopment Area in the City of Oviedo until March 31, 2008.

SECTION 2. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED THIS 18th DAY OF JUNE, A.D., 2007.

THOMAS G. WALTERS
MAYOR of the City of Oviedo, Florida

ATTEST:

BARBARA J. BARBOUR
CITY CLERK

SEAL
CITY OF OVIEDO, FLORIDA

The City of
Oviedo
FLORIDA

400 ALEXANDRIA BOULEVARD • OVIEDO, FLORIDA 32765

RECEIVED
JUN 22 2007
SEMINOLE COUNTY
COUNTY MANAGER

June 20, 2007

Ms. Cynthia Coto
County Manager
Seminole County Services Building
1101 East First Street
Sanford, FL 32771

Dear Ms. Coto:

Enclosed is a copy of Resolution No. 1603-07, requesting an extension of the deadline for consideration of the formation of a Community Redevelopment Area within the City of Oviedo, which was passed and adopted by the Oviedo City Council on June 18, 2007.

Sincerely,

Barbara J. Barbour, CMC
City Clerk

Enclosure

RESOLUTION NO. 1603-07

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THOMAS G. WALTERS
MAYOR of the City of Oviedo, Florida

ATTEST:

BARBARA J. BARBOUR
CITY CLERK

SEAL

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

October 19, 2006

Registered Mail

Mr. Gerald Seeber, City Manager
City of Oviedo
City Hall
400 Alexandria Boulevard
Oviedo, Florida 32765

Subject: Oviedo Community Redevelopment Agency

Dear Mr. Seeber:

Thank you for the additional information submitted by the City on September 19 and received on September 21, 2006 pertaining to the City's request for creation of a community redevelopment area. The County's planning staff has completed their review of the information submitted and have found the information to be incomplete. I have reviewed their findings and concur. In order to expedite our review process, my office will be contacting you to set a meeting to discuss the additional information needed. I believe this approach will be more productive in attempting to resolve these issues.

Don Fisher, Deputy County Manager, and I look forward to meeting with you and your staff soon to discuss and hopefully resolve our concerns.

Very truly yours,

Cynthia A. Coto for

Cynthia A. Coto

c: Board of County Commissioners
Bob McMillan, County Attorney
Don Fisher, Deputy County Manager
April Boswell, Planning Manager ✓

1101 EAST FIRST STREET SANFORD FL 32771-1468 TELEPHONE (407) 665-7219 FAX (407) 665-7958

RESOLUTION NO. 1603-07

A RESOLUTION OF THE CITY OF OVIEDO, FLORIDA REQUESTING AN EXTENSION OF THE DEADLINE FOR CONSIDERATION OF THE FORMATION OF A COMMUNITY REDEVLOPMENT AREA WITHIN THE CITY OF OVIEDO; PROVIDING FOR AN EFFECTIVE DATE.

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THOMAS G. WALTERS
MAYOR of the City of Oviedo, Florida

ATTEST:

_____
BARBARA J. BARBOUR
CITY CLERK

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Budget Amendment Status Report FY 2007/08 for the Five Months ended February 29, 2008

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Polk **EXT:** 7177

MOTION/RECOMMENDATION:
Informational briefing. No action required.

County-wide Lin Polk

BACKGROUND:
Pursuant to Seminole County Administrative Code #22.5, Section I(3)(b), the Board of County Commissioners has empowered the County Manager or designee, as designated Budget Officer, to authorize specified intra-departmental budget amendments. In compliance with Section I(4)(b) of the referenced code, reporting is being provided to the Board of all budget amendments approved under the administrative authority granted and of budgetary performance and status throughout the fiscal year.

Seminole County Administrative Code 22.5, Section I (3)(b) authorizes the following:

"(i) Transfers of non-project appropriations within a fund or subfund and within a department or division that do not alter or amend a Department's or Division's Board approved work plan.

(ii) Transfers of appropriations among subfunds/business units and object classifications established to facilitate compliance with a specific grant funding agreement.

(iii) Transfers among sub-objects within a project within a fund or subfund or among a Family of Projects, when deemed necessary as a management tool.

(iv) Transfer from Project Contingency to provide additional funds required for a deficient capital outlay project.

(v) Transfer to Project Contingency from a capital outlay project upon completion of the unexpended budget.

(vi) Transfer required for the sole purpose of proper accounting treatment of the item, which do not modify the original budgetary intent."

Attached is status report of all budget amendments approved (under the administrative authority granted) for the five month period ended February 29, 2008. Project contingencies established under the authority of this code during this timeframe are also attached.

ATTACHMENTS:

1. DFS Report
2. 11500 Project Contigency Report
3. 11541 Project Contigency Report

Additionally Reviewed By:
No additional reviews

DFS REPORT
FY 2008

DFS #	Date	Fund Name Department	Division	From Business Unit Name	To Business Unit Name	From (Object Class) To (Object Class)	From Project Name	To Project Name	Amount	Type I(3)(b)	Description
~~08-01 Thru 08-10~~			~~Voided~~								
~~08-11~~	~~10/04/07~~		~~Voided~~								~~Voided~~
08-12	10/08/07	Natural Lands/Trails Bond Fund Leisure Services	Natural Lands	Planning - Trails 32100		Capital Outlay Capital Outlay	Natural Lands/Land		$ 16,849	(iii)	Managerial Tracking.
~~08-13~~	~~10/08/07~~		~~Voided~~								~~Voided~~
08-14	~~10/15/07~~		~~Voided~~								~~Voided~~
08-15	10/17/07	Natural Lands/Trails Bond Fund Public Works	Engineering	Trails Development 2001		Capital Outlay Capital Outlay	Big Tree Park Trailhead		$ 50,000	(iii)	Managerial Tracking.
08-16	10/17/07	Infrastructure Sales Tax Fund - 2001 Public Works	Engineering	Engineering - 11541		Capital Outlay Grants & Aids	Red Bug Lake Rd/St RD 436		$ 7,000,000	(vi)	Accounting adjustment.
08-17	11/06/07	General Fund Administrative Services	Fleet	Fleet Contract - 00100		Operating Expenditures Capital Equipment			$ 2,600	(i)	Supplemental funding - equipment.
~~08-18~~			~~Voided~~	–					–		
08-19	11/15/07	General Fund Constitutionals	Sheriff	Sheriff - Operations		Personal Services Capital Outlay			$ 77,900	(vi)	Accounting adjustment.
~~08-20~~			~~Voided~~	–					–		
08-21	11/20/07	General Fund Leisure Services	Parks & Recreation	Sanlando Park	Red Bug Lake Park	Capital Equipment Capital Equipment			$ 700	(i)	Change in Allocation.
08-22	12/20/07	Fire Protection Fund Public Safety	EMS/Fire	Fire Rescue - Operations		Operating Expenditures Grants & Aids			$ 5,241	(i)	Supplemental funding - CRA
08-23	12/31/07	Infrastructure Sales Tax Fund - 1991 Public Works	Engineering	Engineering		Capital Outlay Capital Outlay			$ 648,000		
~~08-24 Thru 08-26~~			~~Voided~~								~~Voided~~
08-27	01/17/08	General Fund Information Technology Services	Development	Business Analysis and Application Development		Operating Expenditures Capital Outlay		Modular Walls	$ 8,700	(vi)	Accounting adjustment.
08-28	01/16/08	Self Insurance Fund Administrative Services	Suport Services / Risk	Risk Management/Safety	Support Services / Risk	Other Uses Operating Expenditures			$ 5,999,592	(vi)	Accounting adjustment.
~~08-29~~	~~02/07/08~~		~~Voided~~								~~Voided~~
08-30	02/05/08	Public Works	Engineering	Engineering - 11541	Engineering - 11541	Capital Outlay Capital Outlay	SR 434 (Mont to I-4)	SR 434 (Mont to I-4)	$ 30,000	(iii) & (iv)	Managerial Tracking & Project Contingency

* Voided

Infrastructure Sales Tax (1991)
Project Contingency

Beginning Balance			-
BAR/BCR #	Project #	Project Name	
BCR 08-16	00229201	I-4 Pedestrian Bridge Lighting	230,936
Ending Balance			230,936

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.

Infrastructure Sale Tax (2001)
Project Contigency

Beginning Balance			-
BAR/BCR #	Project #	Project Name	
BCR 08-10	00192588	Geneva Area Sidewalk	70,000
DFS 08-28	00205302	SR 434 (Montgomery to I-4)	(10,000)
Ending Balance			60,000

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: Heroes Memorial Update

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Frank Raymond **CONTACT:** Meloney Lung **EXT:** 5256

MOTION/RECOMMENDATION:
Approval of conceptual plan for the Heroes Memorial and authorization to proceed with final design.

County-wide Meloney Lung

BACKGROUND:

In July 2000, the Seminole County Sheriff's Office and Seminole County staff began working on developing plans for the Eugene Gregory Law Enforcement Memorial Park. In 2006, the potential site for the memorial and the concept changed to include Public Safety employees as well. In 2007, the concept changed yet again to also include veterans.

On May 22, 2007, the Board of County Commissioners (BCC) approved establishing a 501(c)3 non-profit corporation. The Seminole County Heroes Memorial Association, Inc. received incorporation from the State of Florida on August 1, 2007. Additionally, the BCC authorized Commissioner Van Der Weide to act as the liaison between County staff, Seminole County Heroes Memorial Association, Inc. and the BCC.

On December 11, 2007, PS-2685-07/DRS, Architectural and Engineering Services for Seminole County Fallen Heroes Memorial, was awarded to Herbert-Halback, Inc (HHI). On February 11, 2008, the "kick-off" meeting was conducted. Attendees included members of the Sheriff's Office, Public Safety, Veteran's Services, Seminole County Heroes Memorial Association, Inc., and County staff.

On March 10, 2008, the second meeting of this group occurred. Several different schemes were displayed and discussed. The group recommended scheme "C', which is attached. Comm. Van Der Weide met with Sheriff Eslinger to discuss safety/security issues. As a result of this meeting, scheme "C" will alter slightly.

At future meetings, decisions will be made regarding the type of materials utilized, types of monument dedications, lighting, landscaping, etc. When these decisions are finalized, a firm estimate on the total project cost will be available, which will allow a target goal for fund raising.

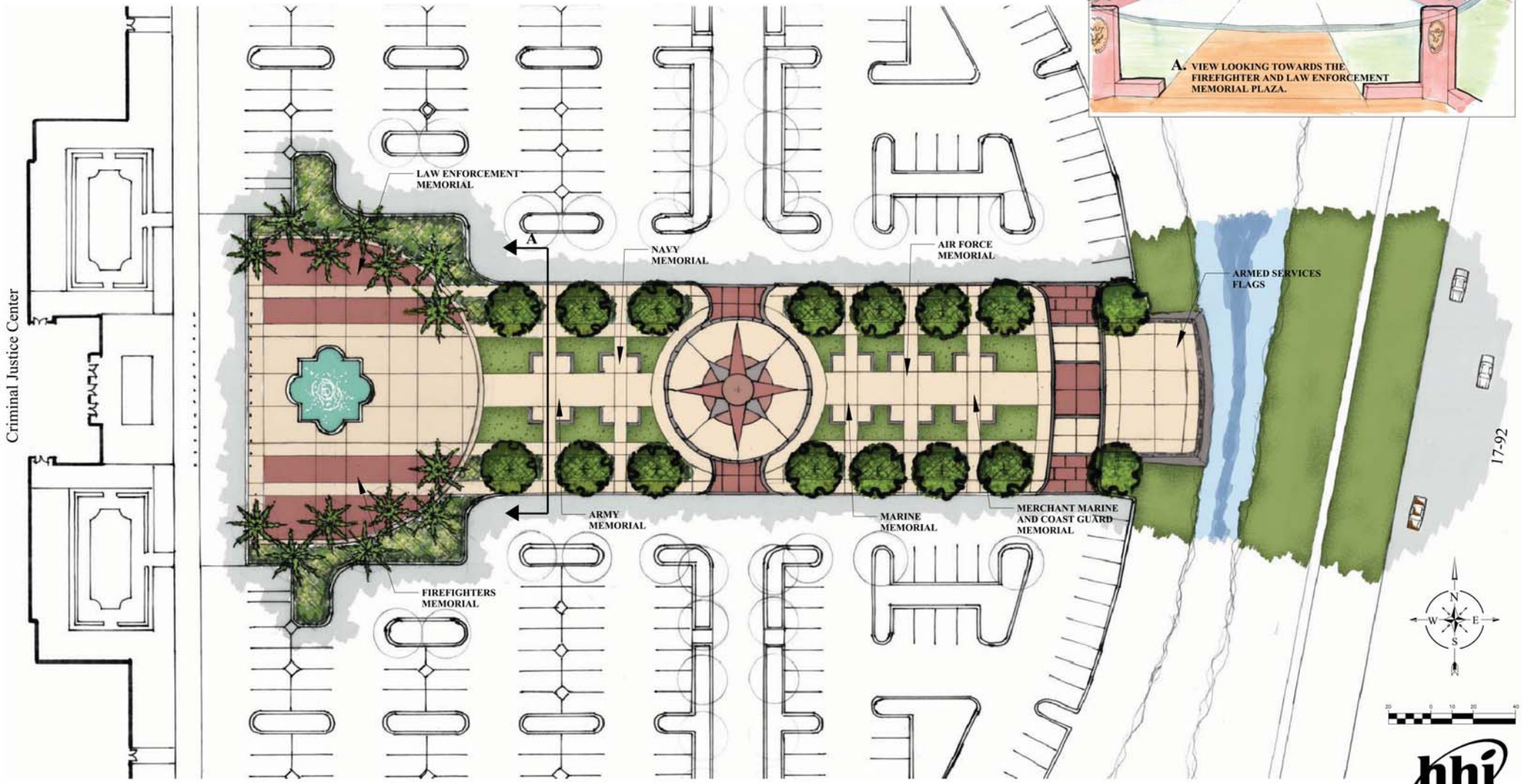
STAFF RECOMMENDATION:

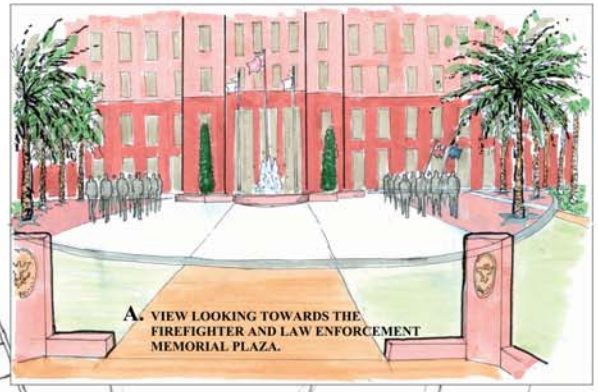
Staff is seeking approval of preliminary conceptual plan for the Heroes Memorial and authorization to proceed with design of final conceptual plans to be used in the fund raising effort.

ATTACHMENTS:

1. New Site Plan

Additionally Reviewed By:
No additional reviews





ISSUE DATE: Mar. 10, 2008

Seminole County Fallen Heroes Memorial

Seminole County Criminal Justice Center

CONCEPTUAL MASTERPLAN- CONCEPT C

hhi DESIGN
Better Living by Design!
planning, landscape architecture & environmental graphics
423 south keller road, suite 300
orlando, fl 32810
phone 407.422.1449
fax 407.875.0851

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. Deny the PUD Major Amendment, Revised Final Master Plan and Addendum # 3 to the ETOR PUD Developer's Commitment Agreement, and authorize the Chairman to execute the Denial Development Order, for 6.75 + acres, located on S. Sun Drive approximately 900 feet west of Greenwood Lakes Blvd, based on staff findings (Robert Horian, applicant); or

2. Approve the PUD Major Amendment, Revised Final Master Plan and Addendum # 3 to the ETOR PUD Developer's Commitment Agreement, and authorize the Chairman to execute the aforementioned documents, for 6.75 + acres, located on S. Sun Drive approximately 900 feet west of Greenwood Lakes Blvd (Robert Horian, applicant); or

3. Continue the item to a time and date certain.

District 4 Carlton D. Henley Austin Watkins

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 Multi-Family and increase the density within Tract 'C".

Tract "C" is approved for 5.47 acres of Office, 3.00 acres of Neighborhood Commercial and 3.94 acres of attached single-family residential. The applicant is proposing to reduce the office uses allowed from the approved 5.47 acres to the existing-built 2.53 acres of office and allow for a seven story (six floors of residential on top of one floor of parking) 80 dwelling unit condominium development to be constructed on the remaining 2.94 acres. The proposed seven (7) story condominium will be located on the north side of S. Sun Drive and is labeled Tract C-2 on the Revised Final Master Plan.

In 2004, Tract C-4 was approved for 39 individually platted townhomes at a net density of 12.22 dwelling units per net buildable acre. The applicant is also requesting to change the 3.94 acres approved for townhomes to condominiums and increase the number of approved dwelling units from 39 to 108. This tract is on the south side of S. Sun Drive and is labeled Tract C-4 on the Revised Final Master Plan.

The applicant's request would increase the net density for Tract C-4 from 12.26 dwelling units per net buildable acre to 33.96 dwelling units per net buildable acre and change Tract C-2 from office to residential condominiums, with a net density of 34.04 dwelling units per net

buildable acre.

Section 30.451(d) of the Seminole County Land Development Code limits building height to 35, unless otherwise approved by the Board of County Commissioners. The current PUD Agreement limits the maximum building height of residential development adjacent to Tract "F" (retention pond to the south) to two stories and all other residential development to 35' and three stories. The applicant is requesting to amend the maximum building height to 75' (seven stories) for Tract C-2 and 45' (four stories) for Tract C-4 (adjacent to Tract "F").

Additionally, the applicant is proposing to amend the setbacks for residential development per the table below:

Zoning Requirement	Existing Zoning	Proposed AmendmentTract C-2	Proposed AmendmentTract C-4
Front Yard Setback	25 feet (C-2) 35 feet (C-4)	25 feet	25 feet/one-story 45 feet/four-story
Side Yard Setback	0 feet (C-2) 35 feet (C-4)	10 feet	15 feet adjacent to retail or office 25 feet adjacent to multi-family
(Street) Side Yard Setback	25 feet (C-2) 35 feet (C-4)	25 feet	25 feet/one-story 45 feet/four-story
Rear Yard Setback	10 feet (C-2) 35 feet (C-4)	10 feet	0 feet

The applicant is proposing to provide the required 25% common open space for Tract C-2 through the creation of a dogwalk and a residential rooftop amenity. The common open space for Tract C-4 would include a club house, recreation area and pool with spa.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on February 6, 2008 and voted 5 to 0 to recommend denial of the requested PUD Major Amendment and Revised Final Master Plan, for 6.75 + acres, located on S. Sun Drive approximately 900 feet west of Greenwood Lakes Blvd.

STAFF RECOMMENDATION:

Staff recommends the Board deny the PUD Major Amendment, Revised Final Master Plan and Addendum # 3 to the ETOR PUD Developer's Commitment Agreement, for 6.75 + acres, located on S. Sun Drive approximately 900 feet west of Greenwood Lakes Blvd, based on staff findings.

ATTACHMENTS:

1. Staff Analysis
2. Location Map
3. Zoning and Future Land Use Map
4. Surrounding Densities and Maximum Building Heights Map
5. Revised Final Master Plan
6. Denial Development Order
7. Addendum 3 to the DCA
8. Developer's Commitment Agreement
9. February PZ Minutes
10. School Impact Analysis

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

ETOR PUD Major Amendment		
APPLICANT	Robert Horian, Suncor Properties	
PROPERTY OWNER	Suncor Properties, Regal Point Park North and Rivera Townhome Association	
REQUEST	Major Amendment to the ETOR PUD to allow for an increase in the maximum building height, modification of internal setbacks, increased residential densities and amending office to residential uses.	
PROPERTY SIZE	6.75 ± acres	
HEARING DATE (S)	P&Z: February 6, 2008	BCC: March 25, 2008
PARCEL ID	18-20-30-520-0A00-0000; 18-20-30-521-0A00-0000	
LOCATION	S. Sun Drive approximately 900 feet west of Greenwood Lakes Blvd	
FUTURE LAND USE	PD (Planned Development)	
ZONING	PUD (Planned Unit Development)	
FILE NUMBER	Z2006-78	
COMMISSION DISTRICT	#4 – Henley	

ANALYSIS OVERVIEW:

ZONING REQUEST

DISTRICT REGULATIONS	Existing Zoning (PUD)	Proposed Zoning (PUD)
Minimum Lot Size	N/A	N/A
Minimum House Size	N/A	N/A
Front Yard Setback	35 feet (C-4) 25 feet (C-2)	25 feet/one-story (C-4) 45 feet/four-story (C-4) 25 feet (C-2)
Side Yard Setback	35 feet (C-4) 0 feet (C-2)	15 feet adjacent to retail or office (C-4) 25 feet adjacent to multi-family (C-4) 10 feet (C-2)
(Street) Side Yard Setback	35 feet (C-4) 25 feet (C-2)	25 feet/one-story (C-4) 45 feet/four-story (C-4) 25 feet (C-2)
Rear Yard Setback	35 feet (C-4) 10 feet (C-2)	0 feet (C-4) 10 feet (C-2)
Maximum Building Height	35 feet (C-4) 35 feet (C-2)	45 feet/four-story (C-4) 75 feet/seven-story (C-2)

PERMITTED & SPECIAL EXCEPTION USES

The following table depicts the permitted and special exception uses within the existing and proposed zoning districts:

Zoning District	Permitted Uses	Special Exception
PUD (existing)	Tract C-4, individually-owned townhouses on fee-simple lots. Tract C-2, Dental and medical clinics, dental and medical laboratories. General office buildings. Insurance, real estate, architects, engineering, attorneys, and other professional business services. Accounting, auditing and bookkeeping services, finance offices. Telephone business offices and exchanges, post offices, public parks, public, private and parochial schools, playgrounds, fire stations, and administrative public buildings. Churches and attendant educational buildings. Day care facilities, kindergartens. Public and private elementary schools, middle schools and high schools. Adult living facilities and community residential homes (group homes and foster care facilities) housing more than six (6) permanent unrelated residents.	Tract C-2, Single-family dwelling unit in connection with a permitted use provided said use is occupied only by the owner or operator of the business. When permitted, the residence shall be either above the office or attached to the rear; no detached residence shall be permitted and no residence shall occupy ground-floor frontage. Accessory parking for passenger vehicles when intended for a permitted adjacent commercial use. A parking lot operated as a commercial enterprise shall not be permitted. Public utility and service structures. Banks, savings and loan and similar financial institutions, and drive-in teller facilities, when located on a roadway having a right-of-way width of not less than eighty (80) feet. Private vocational, business, and professional schools which do not have an industrial character. Location on a roadway having a right-of-way width of not less than eighty (80) feet shall be required. Hospitals and nursing homes. Location on a roadway having a right-of-way width of not less than eighty (80) feet shall be required. Nonresidential, nonprofit clubs, lodges and fraternal organizations when located on a roadway having a right-of-way width of not less than eighty (80) feet. Funeral homes when located on a roadway having a right-of-way width of not less than eighty (80) feet. Communication towers.
PUD (proposed)	Multiple-story apartments and their customary accessory and personal service uses, apartment dwellings having no commercial business connected therewith, but may be equipped to serve meals to their tenants, general office buildings, motels when located on officially designed State or Federal highway and public and private elementary schools.	Any special exception permitted in the R-4 zoning district. Public and private middle and high schools, churches, water and sewer treatment plants, adult living and group homes, hospitals, sanitariums, convalescents, groups homes, communication towers and private recreational facilities constructed as an accessory use to civic, fraternal or social organizations.

COMPATIBILITY WITH SURROUNDING PROPERTIES

The surrounding property within the ETOR PUD includes commercial (C-1 and CN uses), multi-family and professional office uses. The property to the north and east of the subject property is approved for commercial and professional office uses. South of the subject properties are a retention pond (Tract F), single-family and multi-family developments within the Greenwoods Lakes PUD and ETOR PUD. Tract E of the ETOR PUD is located south of Tract C-2 and abuts Tract C-4 on the western property boundary. Tract E is approved for multi-family residential and has a maximum building height of 35' and a net buildable density of 17.6 dwelling units per acre.

The Seminole County Comprehensive Plan, Vision 2020 Policy FLU 2.11 provides a methodology for determining compatibility in the Planned Unit Development (PUD) Zoning Classification. The policy states that, "compatibility may be achieved by application of development standards such as, but not limited to, lot size, setbacks, buffering, landscaping, hours of operation, lighting and building heights."

Staff has reviewed the request for compatibility with surrounding properties and has identified density and building height as two major concerns that have resulted in our recommendation of denial. Staff's concerns are addressed in detail below and a map depicting the approved building heights and densities for the surrounding area is attached.

Density

Tract C-2 is 2.94 acres and is currently approved for office uses. The requested Major Amendment would allow 80 condominium units in a seven story building. The proposed net density for Tract C-2 is 34.04 dwelling units per net buildable acre and the requested maximum building height is 75 feet. The maximum densities within a ½ mile radius from the site range from 3.0 to 17.6 dwelling units per acre. Tract E, immediately south of Tract C-2 across Sun Drive, contains a 3-story apartment complex with a net density of 17.6 dwelling units per acre. The proposed Major Amendment represents an increase in net density from 17.6 dwelling units per net acre on Tract E to 34.04 dwelling units per acre on Tract C-2, which is an almost 100% increase. At the same time, the applicant is also requesting to reduce the required setback adjacent to Sun Drive, across from Tract E, from 35' to 25', with a 10' landscape buffer.

Tract C-4 is 3.94 acres and in 2004, it was approved for 39 individually platted townhomes at a net density of 12.22 dwelling units per net buildable acre. The requested Major Amendment is for 108 condominiums with a net density of 33.9 dwelling units per net buildable acre and a maximum building height of 45'. The proposed amendment represents a nearly 100% increase from the established density of 17.6 dwelling units per acre in Tract E, which is adjacent to Tract C-4 on the western property line. At the same time, the applicant is also requesting to reduce the required

setback adjacent to Tract E (west), from 35' to 25' and the setback adjacent to Tract F (south) from 35' to 0'.

Building Height

The area surrounding the subject property has a maximum building height of 35' within unincorporated Seminole County. The surrounding properties in the City of Lake Mary have a maximum building height of 40' to 55'6 ". The tallest building within a ½ mile radius of the subject property is the Sandefur Professional Office Building, located at 740 North Sun Drive. The Sandefur building is approved for a maximum building height of four stories, not to exceed 55 feet and 6 inches and was approved as a conditional use by the City of Lake Mary.

The proposed Major Amendment is for a 75' building on Tract C-2 and a 45' building on Tract C-4. The proposed 75' constitutes an increase of 20' and three stories above the maximum building height approved for the Sandefur building. Additionally, the proposed amendment would result in an increase in the maximum allowable building height from 35' on Tract E to 75' on Tract C-2. The increase in maximum allowable building height for Tract C-2 versus Tract E represents over a 100% increase in maximum allowable building height. It would also allow 45', four story buildings adjacent to Tract F, with a 0' setback. All development adjacent to Tract F is currently limited to a maximum of two stories, with a 35' setback.

The proposed setbacks are also not consistent with surrounding properties. The Sandefur building has a setback of 80' from Sun Drive and has a maximum building height of 4-stories or 55 feet and 6 inches. Tract E of the ETOR PUD has a 45' setback from Sun Drive and has a maximum allowable building height of 35'.

Staff Conclusions

Staff has determined that the proposed increases in density and building height, coupled with the proposed setback reductions, do not provide an appropriate transition to adjacent properties and are not compatible with surrounding development patterns. The proposal constitutes nearly a 100% increase in net density for both Tract C-2 and C-4 versus any currently approved developments within a ½ mile radius of the site. The proposed building heights are also not consistent with the surrounding one-story retail developments to the north and east and three-story residential development to the south and west.

SITE ANALYSIS:

PUBLIC FACILITY IMPACTS

Transportation / Traffic:

The property proposes access on to Sun Drive, which is classified as a local road. Sun Drive is currently operating at a level-of-service "A" and does not have improvements programmed in the County 5-year Capital Improvement Program.

School Impacts:

The School Capacity Analysis is attached for reference.

Buffers and Sidewalks:

The applicant is providing a 10' average buffer for the internal property lines and a 10' buffer adjacent to Sun Drive. There is an existing 5-foot sidewalk on Sun Drive.

APPLICABLE POLICIES:

Fiscal Impact Analysis

This project does not warrant the running of the County Fiscal Impact Analysis Model.

Special Districts

The site is not located within any special or restrictive overlay districts.

Comprehensive Plan (Vision 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The 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):

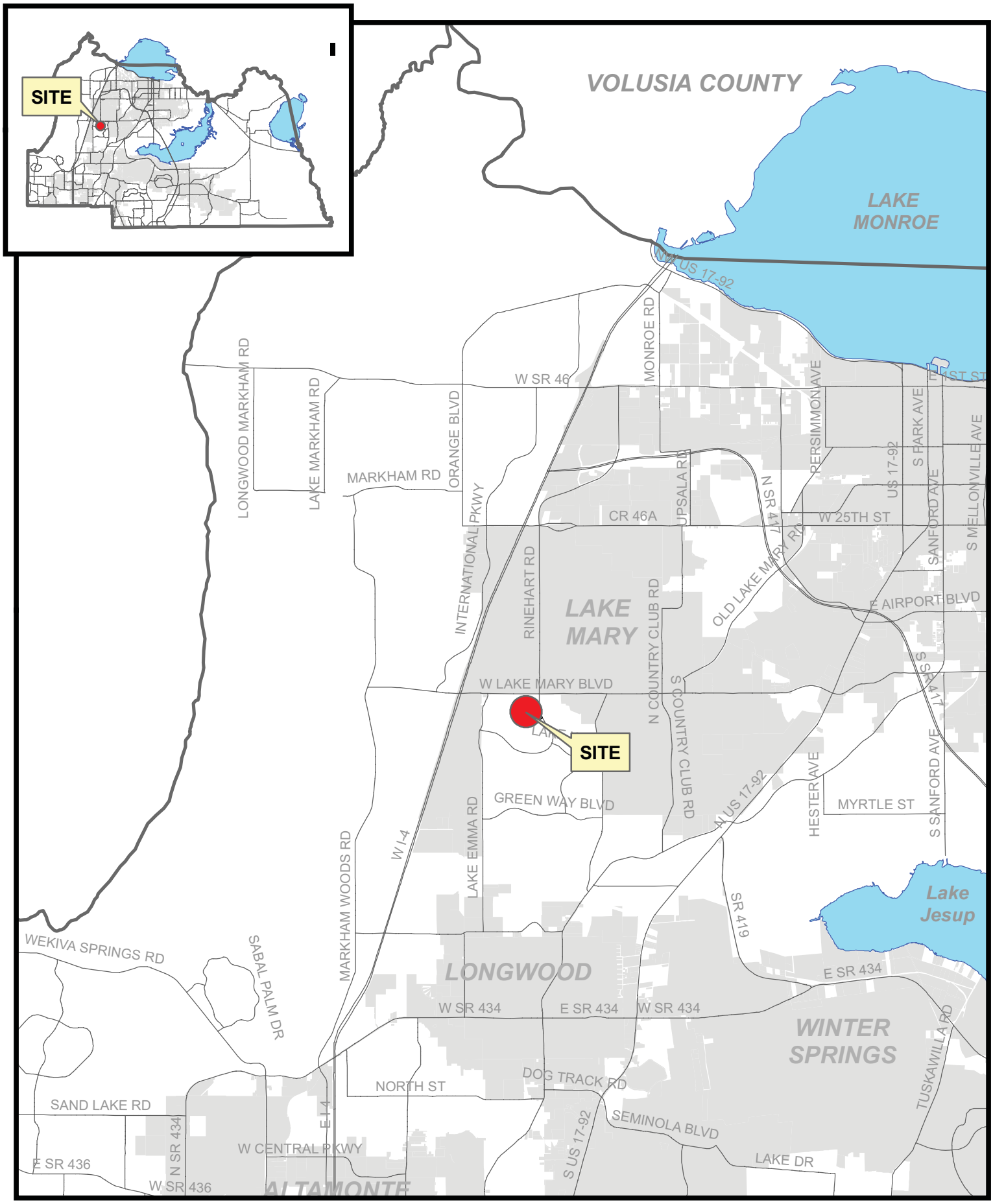
Policy FLU 2.11:	Determination of Compatibility in the PUD Zoning Classification
Policy FLU 5.2:	Mixed Commercial/Residential Use Development
Policy FLU 12.4:	Relationship of Land Use to Zoning Classifications
Policy FLU 12.5:	Evaluation Criteria of Property Rights Assertions
Policy POT 4.5:	Extension of Service to New Development
Policy SAN 4.4:	Extension of Service to New Development

INTERGOVERNMENTAL NOTIFICATION:

Intergovernmental notices were sent to the Seminole County School Board and the City of Lake Mary on December 31, 2007.

LETTERS OF SUPPORT OR OPPOSITION:

Staff has not received any letters of concern.



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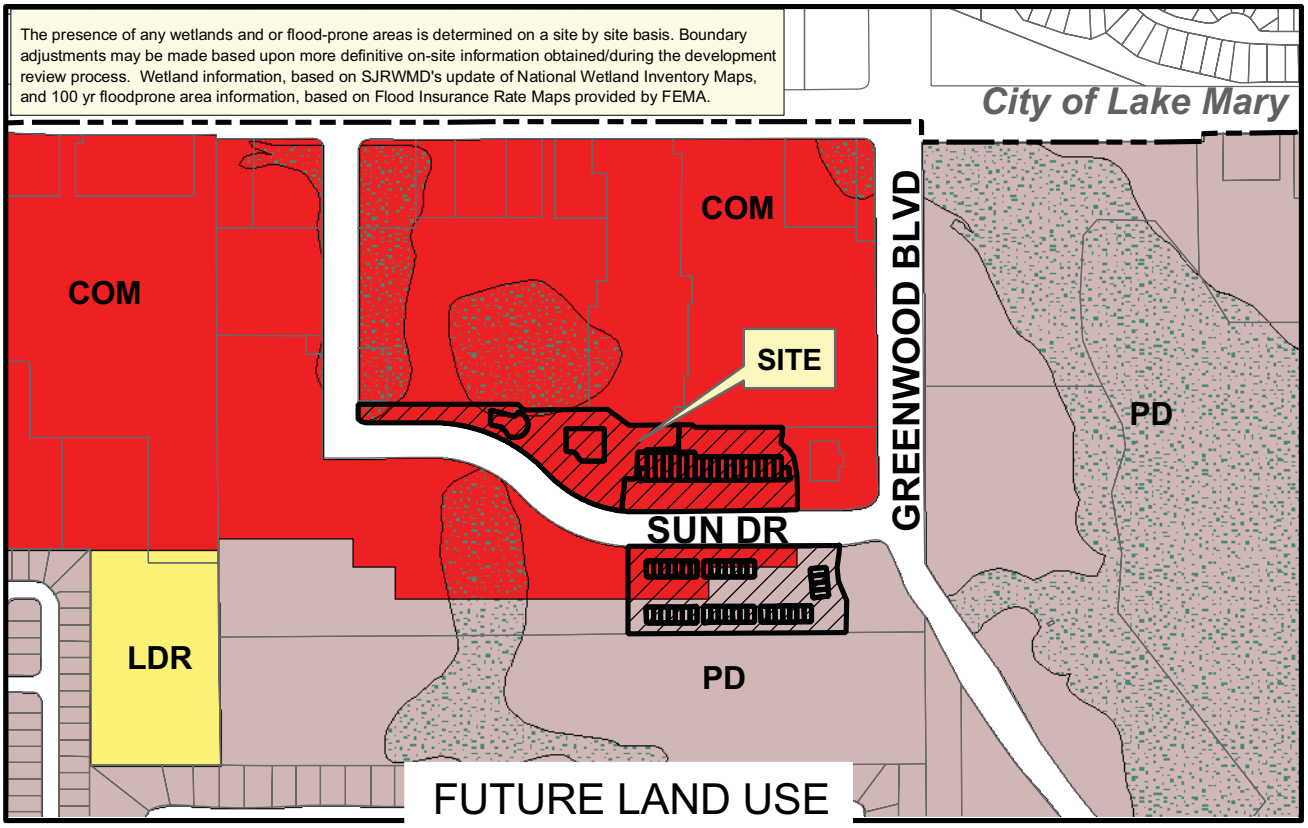
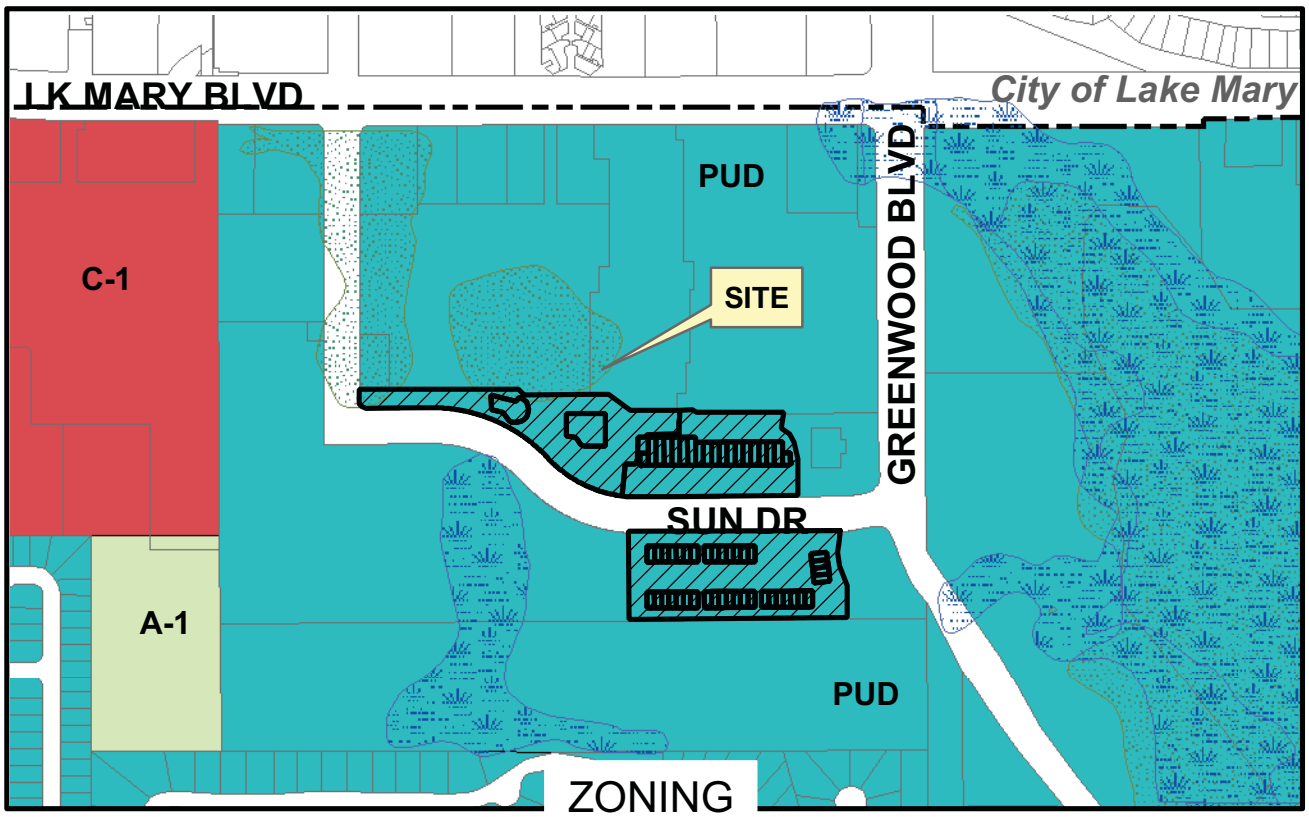


LDR COM PD Site CONS Municipality

Applicant: Robert Horian
Physical STR: 18-20-30
Gross Acres: 16.29 +/- BCC District: 4
Existing Use: office
Special Notes:

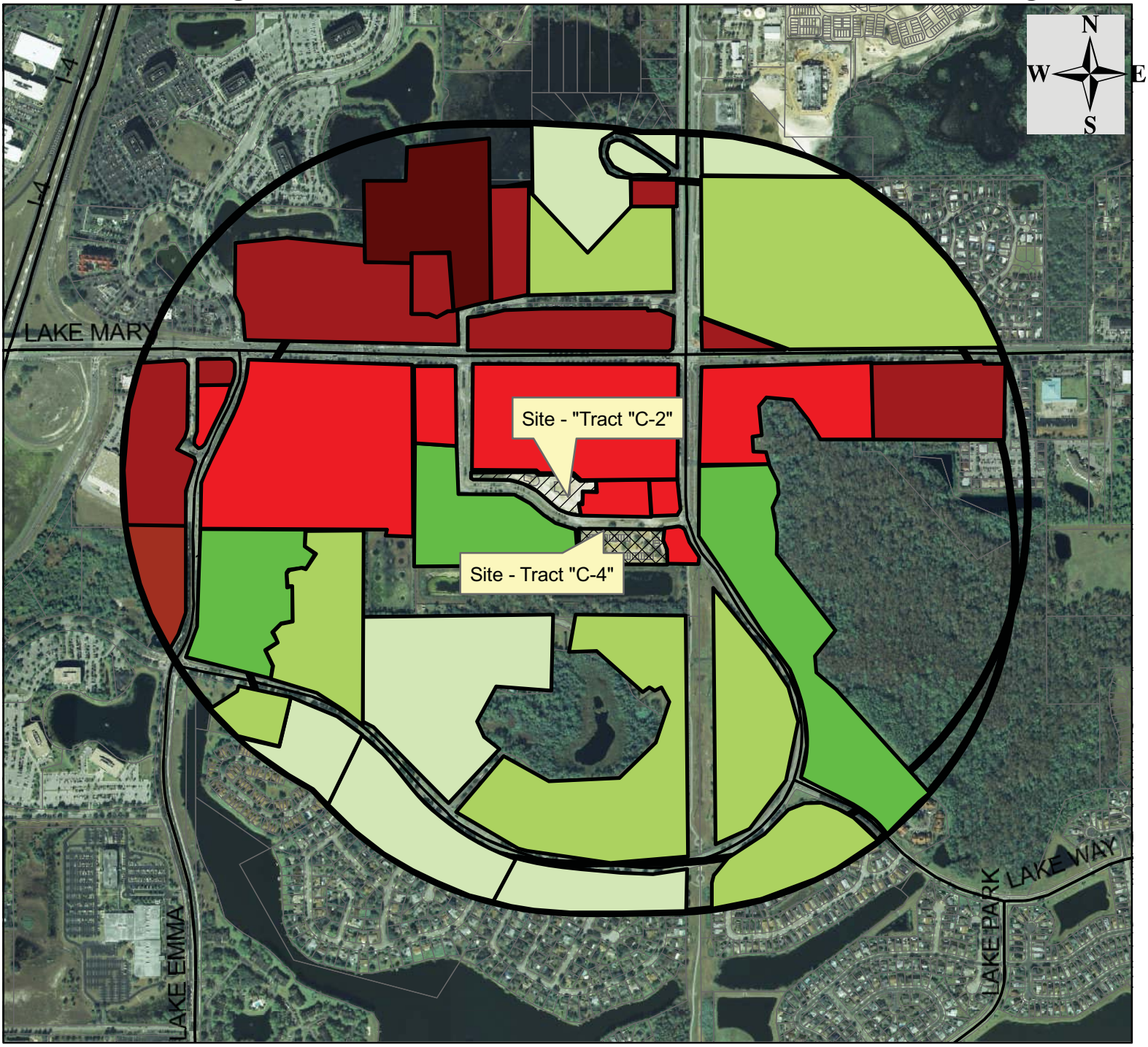
	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2006-078	PUD	PUD



A-1 C-1 PUD FP-1 W-1

filename: L:/pl/projects/p&z/GIS/2007 staff report pkgs/amendments/z2007-078.mxd 12/20/07

ETOR PUD Major Amendment
Surrounding Densities and Maximum Allowable Heights

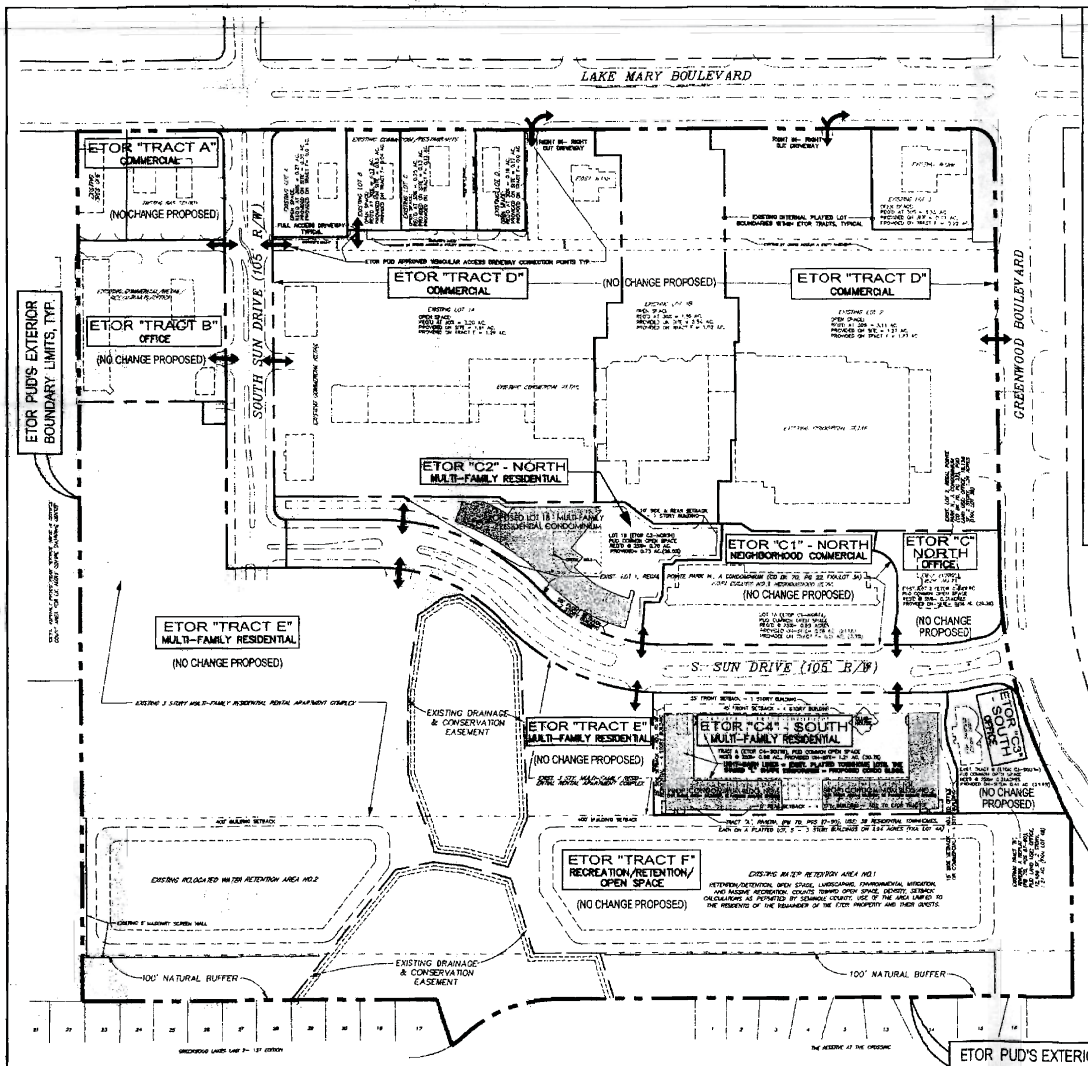


Legend

- Residential less than 4 du/ac and 35' maximum building height
- Residential between 4 du/ac and 10 du/ac and 35' maximum building height
- Residential more than 10 du/ac and 35' maximum building height
- Non-Residential, 35' maximum building height
- Non-Residential, 40' maximum building height
- Non-Residential, 45' maximum building height
- Non-Residential, 56' maximum building height

0 550 1,100 2,200 Feet

AMW 1/22/08



ORIGINAL ETOR PUD DEVELOPMENT APPROVAL SUMMARY & PROPOSED ADENDUM NO.3 REQUEST DETAIL COMPARISON

ETOR PUD TRACT SUMMARIES FOR LAND USE, DENSITY, AND TRAFFIC IMPACT ESTIMATES

I. ETOR PUD as Amended, 2004 (Amendment No. 2):

Tract	Land Use	% of Site	Area	FAR (N2 & N3)	No. DU'S or Bldg. Area (N5 & N6)	ADT Traffic Estimate (N7)
A	Commercial	3%	1.48 Acres	0.18 (N2)	9,355 SF (N5)	1,486
B	Office, Commercial	3%	1.59 Acres	0.20 (N2)	23,866 SF (N5)	Comm. 2,482; Office 73
C	Office	6%	3.47 Acres	0.37 (N3)	56,100 SF (N6)	996
C	Neighborhood Commercial	3%	1.06 Acres	0.25 (N3)	11,800 SF (N6)	1,498
C	Residential	6%	3.94 Acres	N/A	39 DU (N6)	292
D	Commercial	33%	29.91 Acres	0.23 (N2)	285,000 SF (N5)	13,367
E	Residential- 380 Units	19%	17.08 Acres	N/A	380 DU	1,932
F	Recreational, Open Space, Retention	22%	19.81 Acres	N/A	N/A	N/A
ROW	Public Streets	7%	6.32 Acres	N/A	N/A	N/A
Totals		100%	90.38 Acres			23,636

II. ETOR PUD Proposed Amendment No. 3:

Tract	Land Use	% of Site	Area	FAR (N2 & N3)	No. DU's or Bldg. Area (N5 & N6)	ADT Traffic Estimate (N7)
A	Commercial	3.3%	1.84 Acres	0.10 (N2)	9,355 SF (N5)	1,486
B	Office, Commercial	3.9%	1.59 Acres	0.20 (N2)	23,866 SF (N5)	Comm. 2,482; Office 73
C (North)	Office	1.5%	1.32 Acres	0.32 (N3)	18,136 SF (N6)	724
C1 (North)	Neighborhood Commercial	3.8%	1.75 Acres	0.27 (N3)	32,760 SF (N6)	469
C2 (North)	Multi-Family Residential	3.1%	1.81 Acres	1.67	90 DU (N6)	271
C3 (South)	Office	1.3%	1.21 Acres	0.24	12,546 SF	128
C4 (South)	Multi-Family Residential	4.4%	1.94 Acres	1.19	108 DU (N6)	633
D	Commercial	33.3%	25.91 Acres	0.23 (N2)	285,000 SF (N5)	13,367
E	Residential- 380 Units	19.0%	11.88 Acres	N/A	380 DU	1,932
F	Recreational, Open Space, Retention	22.2%	11.21 Acres	N/A	N/A	N/A
ROW	Public Streets	7.0%	4.70 Acres	N/A	N/A	N/A
Totals		100.0%	94.30 Acres		488 DU's/ 380,863 SF	23,576

Notes:

(N1) Floor Area Ratio (Far) Based on Seminole County LDC Zoning Classification

(N2) Floor Area Computed, Based on Existing Development Density

(N3) Floor Area Computed, Based on Proposed Development Density

(N4) Allowable Building Area Computed by Multiplying Far Times the Land Area Allocated by the 1996 ETOR PUD Agreement or the Number of Residential Dwelling Units Approved for the Pud

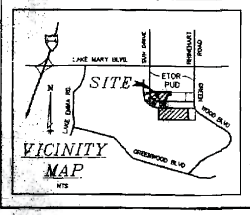
(N5) Actual Building Areas Constituted Within Developed Etor PUD Tracts

(N6) Proposed Building Areas or Number of Residential Dwelling Units Requested in the Etor Pud Modification

(N7) Estimated Average Daily Trips Calculated According to Existing or Proposed Land Use Within the Etor Pud Based on the Its Trip Generation, 6th Edition

OVERALL ETOR PUD 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, 362.24 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°39'53" West, 11.46 feet, thence run Northwesterly along a curve concave Easterly having a radius of 1044.31 feet, a central angle of 21°17'40", a chord bearing of North 31°31'03" West, for an arc distance of 388.13 feet, run North 00°34'14" West, 367.25 feet, thence run Northwesterly along a curve concave Southwesterly having a radius of 303.00 feet, a central angle of 88°37'27", a chord bearing of North 43°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°46'19" West, along said Right-of-Way line 1846.36 feet to the East line of the West 389.488 feet of said Northeast 1/4 of Section 18, thence run South 00°23'16" East, along said East line 1958.52 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 370.81 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 103.63 feet (Plat distance of 103.69 feet) to the North line of MORNING GLORY DRIVE as shown in 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 186.83 feet, a central angle of 17°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 57°34'16" East, for an arc distance of 211.16 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, 1126.58 feet to the Point of Beginning. Containing 80.20 acres. (LESS THE ADDITIONAL RIGHT OF WAY FOR LAKE MARY BLVD.)



SHEET INDEX

1. ETOR PUD REVISED FINAL MASTER PLAN
2. ETOR PUD MAJOR AMENDMENT EXHIBIT #1
3. ETOR PUD MAJOR AMENDMENT EXHIBIT #2
4. ETOR PUD MAJOR AMENDMENT EXHIBIT #3
5. ETOR PUD MAJOR AMENDMENT EXHIBIT #4

DISCLAIMER NOTE:

DESIGN SERVICE GROUP, INC. (DSG) IS NOT THE ETOR PUD'S ORIGINAL "ENGINEER-OF-RECORD". HOWEVER, THE SEMINOLE COUNTY DRC REQUESTED DSG TO PREPARE AN UPDATED ETOR PUD "FINAL MASTER PLAN" DRAWING FOR CLARITY AND LEGIBILIBITY PURPOSES. PLEASE BE ADVISED THAT THE MAJORITY OF DATA SHOWN HEREON WAS OBTAINED FROM A COUNTY "RECORD" DRAWING, PREPARED BY HARLING, LOCKLIN & ASSOC., INC., TITLED "ETOR PUD FINAL MASTER PLAN", DATED 07/08/91, JOB NO.9106, FOR ETOR PROPOERTIES. THIS PLAN WAS PREPARED FOR INFORMATIONAL PURPOSES ONLY, TO ILLUSTRATE DETAILS OF THE MAJOR PUD AMENDMENT MODIFICATIONS THE APPLICANT HAS PETITIONED THE COUNTY BCC TO CONSIDER AND APPROVE. DSG HAS NO SPECIFIC KNOWLEDGE AND OFFER NO WARRANTY AS TO WHETHER THE INFORMATION OBTAINED FROM COUNTY FILES IS EITHER CORRECT AND/OR CURRENT.

NOTE:

SEE SHEETS 2, 3, & 4 FOR LARGER SCALE DRAWINGS WHICH CONTAIN ADDITIONAL DETAILS REGARDING PROPOSED ETOR PUD LAND USE AMENDMENT REQUESTS. SEE SHEET 5 FOR ARCHITECTURAL BUILDING ELEVATION AND/OR PERSPECTIVE DRAWINGS, OR OTHER DOCUMENTS ATTACHED HERETO FOR A MORE COMPLETE DESCRIPTION OF THE ETOR PUD USE AMENDMENT SPECIFICS.

REVISIONS:
12/07/07 RESUBM COVER SHEET FOR SEMINOLE CO. DRC COMMENTS
12/19/07 RESUBM COVER SHEET FOR SEMINOLE CO. DRC COMMENTS
ETOR R. PUD-ADDED ZONING NOTE
REVISED PER SEM. CO. DRC

PREPARED FOR:
SUNCOR PROPERTIES, INC.
560 N. PALMETTO AVENUE
SANFORD, FL. 32771
PHONE: (407) 688-7644
FAX: (407) 688-7920

ETOR PUD REVISED FINAL MASTER PLAN

ETOR PUD MAJOR AMMENDMENT REQUEST

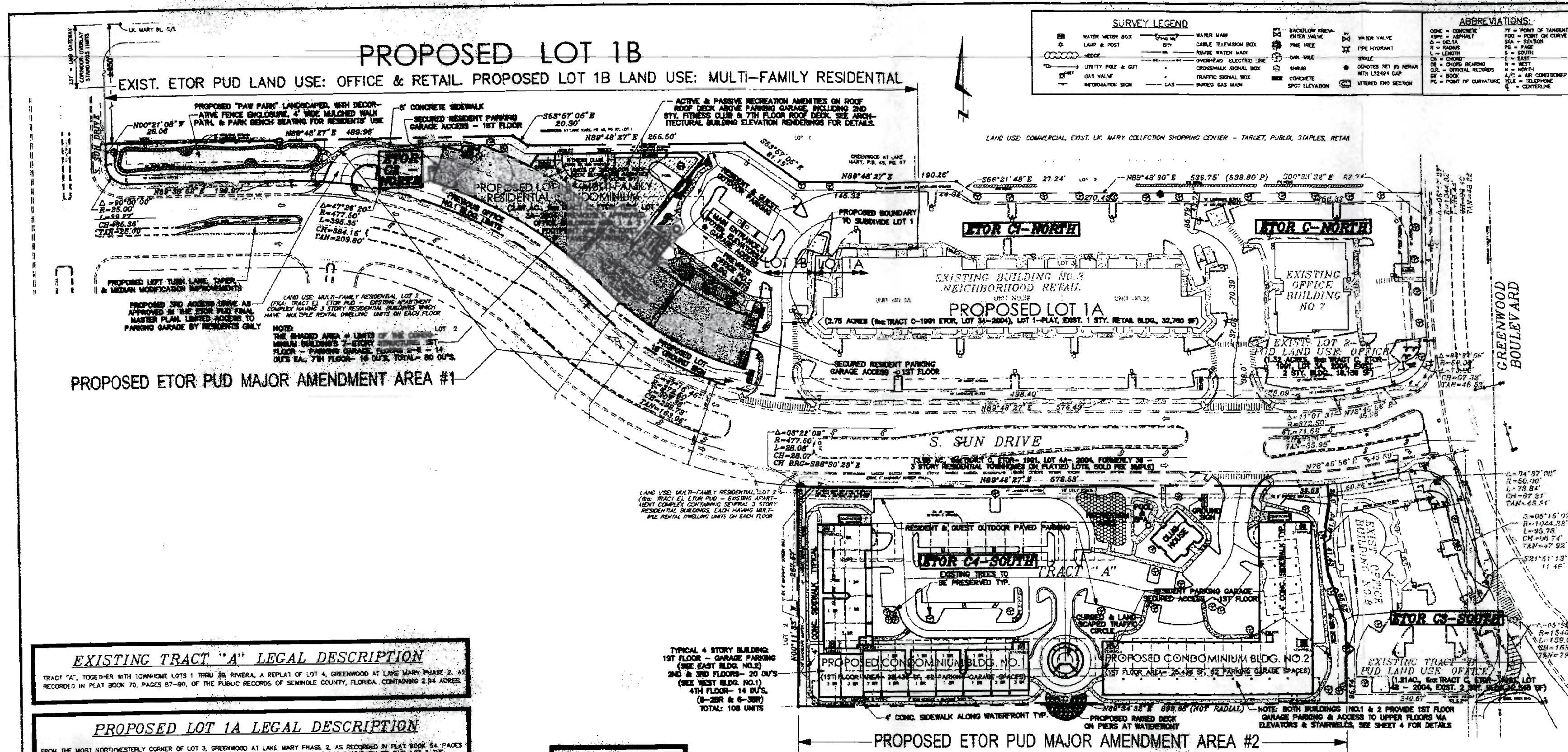
SEMINOLE COUNTY, FLORIDA

Design Service Group, Inc.
Site Planning - Consulting Engineering - Environmental Permitting
Florida Board of Professional Engineers Certificate of Authorization Number 4230
4099 WEST 1st STREET
SANFORD, FLORIDA 32771
Voice: 407.324.1716 Fax: 407.324.1409 E-Mail: designservicegroup@cfn.com

ENGINEER
RONALD HERSON III, P.E., FL REG. 34836

DESIGN	DRAFT	CHECK
RMH	DSG	

PROJECT NO. 01-042-3N-MASTER PLAN
DATE NOV. 2007
SCALE 1" = 120'
SHEET 1 OF 5



EXISTING TRACT "A" LEGAL DESCRIPTION

TRACT "A", TOGETHER WITH TOWNHOME LOTS 1 THRU 38, 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.

PROPOSED LOT 1A LEGAL DESCRIPTION

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 489.98 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 26.77 FEET; THENCE S89°48'27"W A DISTANCE OF 95.58 FEET; THENCE S44°48'27"W A DISTANCE OF 11.64 FEET; THENCE S89°48'27"W A DISTANCE OF 19.60 FEET; THENCE S00°11'33"E A DISTANCE OF 71.71 FEET; THENCE S44°48'27"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 65.46 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 S85°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 OF THE P.T. OF SAID CURVE; RUN THENCE S89°48'27"E A DISTANCE OF 498.39 FEET; THENCE DEPARTING THE SOUTHERLY LINE OF LOT 3 RUN N00°11'38"W A DISTANCE OF 38.00 FEET; THENCE N06°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°18'46" 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.

PROPOSED LOT 1B LEGAL DESCRIPTION

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 489.98 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 98.22 FEET; THENCE S40°47'39"W A DISTANCE OF 11.56 FEET; THENCE S89°48'27"W A DISTANCE OF 19.80 FEET; THENCE S02°40'25"W A DISTANCE OF 68.03 FEET; THENCE S25°24'33"W A DISTANCE OF 15.27 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.I. 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 N74°05'26"W RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 3: THROUGH A CENTRAL ANGLE OF 15°31'29" A DISTANCE OF 100.93 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 28.06 FEET TO THE POINT OF BEGINNING, CONTAINING 2.81 ACRES.

SITE DATA

1. STATEMENT OF INTENT:

ON JUNE 8, 2004 THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVED "MAJOR AMENDMENT, AMENDMENT NO. 2," TO THE ETOR PUD DEVELOPMENT ORDER. THE APPLICANT, WHO REQUESTED APPROVAL OF THAT AMENDMENT, HAS SINCE COMPLETED ALL SUBDIVISION INFRASTRUCTURE IMPROVEMENTS. HE HAS RECORDED THE SUBDIVISION PLAT, DEVELOPER'S AGREEMENT, AND ASSOCIATION DOCUMENTS, ALL IN ACCORDANCE WITH THE TERMS OF THEIR DEVELOPMENT AGREEMENT. OFFICE BUILDINGS, ON LOT 2, REGAL POINTE PARK NORTH AND TRACT B, RIVIERA. THE NEIGHBORHOOD RETAIL BUILDING, REGAL POINTE PARK NORTH, WAS BUILT ON THE EAST HALF OF LOT 1 AND IS OPERATIONAL. HOWEVER, TWO OFFICE BUILDINGS, INTENDED TO OCCUPY LOT 1'S WEST HALF, WERE NOT BUILT. ALSO, THE 39 RESIDENTIAL TOWNHOME BUILDING STRUCTURES, PLANNED FOR TRACT A, RIVIERA, WERE NEVER COMPLETED. SIGNIFICANT CHANGES IN THE ECONOMY AND MARKET DEMAND SINCE 2004 HAVE CAUSED THE OWNER/APPLICANT TO RECONSIDER PREVIOUS PLANS FOR THE REMAINING TWO UNDEVELOPED AREAS AND HOW THOSE PARCELS BETTER UTILIZED IN A MANNER COMPLEMENTARY TO THIS MIXED-USE VILLAGE AND ADJACENT PROPERTIES. AS A RESULT, THE OWNER/APPLICANT NOW DESIRES TO CONSTRUCT MULTI-FAMILY RESIDENTIAL CONDOMINIUM FACILITIES ON BOTH. HE SUBMITS THIS APPLICATION TO RESPECTFULLY REQUEST THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE A MAJOR AMENDMENT TO THE ETOR PUD FINAL SITE PLAN, ALLOWING MODIFICATION OF CURRENT PUD LAND USE DESIGNATIONS FOR THOSE AREAS, AND ASKS THE BCC TO APPROVE A NEW DEVELOPER'S AGREEMENT. THAT AGREEMENT WILL SPECIFY ALL BOARD OF COUNTY COMMISSIONERS' TERMS AND CONDITIONS THEY DEEM APPROPRIATE PRIOR TO THEIR ACCEPTANCE OF THE APPLICANT'S REQUEST.

2. SUMMARY OF PUD MODIFICATION REQUESTS:

I. AMENDMENT AREA #1

A. MODIFY PUD LAND USE DESIGNATION FOR THE WEST 2.81 ACRES OF LOT 1, REGAL POINTE PARK NORTH (FKA: LOT 3A), FROM "RETAIL AND OFFICE" TO "MULTI-FAMILY RESIDENTIAL." THE TWO PREVIOUSLY APPROVED OFFICE BUILDINGS WILL NOT BE CONSTRUCTED. INSTEAD, IF APPROVED, ONE SEVEN-STORY RESIDENTIAL CONDOMINIUM BUILDING, CONTAINING 80 DWELLING UNITS, WILL BE BUILT.

B. LOT 1, REGAL POINTE PARK NORTH WOULD BE DIVIDED INTO TWO (2) SEPARATE PARCELS, NOTED HEREON AS ETOR C1 AND C2 - NORTH, TO ALLOW SEPARATE OWNERSHIP OF PROPERTIES, EACH HAVING DIFFERENT LAND USES.

C. INCREASE THE ALLOWABLE BUILDING HEIGHT WITHIN PROPOSED LOT 1B (ETOR C2 - NORTH) FROM 35' TO 75' MAXIMUM AND INCREASE THE ALLOWED "NUMBER OF STORIES" FROM 3 TO 7 FLOORS.

D. MODIFY LOT 1B (ETOR C2 - NORTH) BUILDING SETBACKS:

FRONT:	25' (I)
SIDE:	10' (I & II)
REAR:	10' (I & II)

(I) APPLICABLE TO A SEVEN (7) STORY BUILDING, MAXIMUM 75' HEIGHT
(II) APPLICABLE TO ADJACENT OFFICE AND RETAIL LAND USES

E. ALLOWABLE LOT 1B (ETOR C2 - NORTH) NET DENSITY:

NET DENSITY (EXCLUDING PAVED DRIVES, 100 YR FLOOD, AND/OR WETLANDS) 34.0 DUA

F. LOT 1B (ETOR C2 - NORTH) PUD COMMON USABLE OPEN SPACE:

- REQUIRED @ 25%	0.70 ACRES
- PROVIDED @ 42.0%	1.18 ACRES

II. AMENDMENT AREA #2

A. INCREASE ALLOWABLE BUILDING HEIGHT WITHIN EXISTING TRACT A, RIVIERA (ETOR C4 - SOUTH) FROM 35' TO 49' MAXIMUM AND INCREASE THE ALLOWED "NUMBER OF STORIES" FROM 3 TO 4 FLOORS.

B. MODIFY TRACT A, RIVIERA (ETOR C4 - SOUTH) BUILDING SETBACKS:

FRONT (ONE STORY):	30'
FRONT (4 STORIES):	40'
SIDE (4 STORIES):	15' (I)
SIDE (4 STORIES):	25' (II)
REAR (4 STORIES):	0' (III)

(I) APPLICABLE TO ADJACENT OFFICE AND RETAIL LAND USES
(II) APPLICABLE TO ADJACENT MULTI-FAMILY RESIDENTIAL LAND USES
(III) APPLICABLE TO ETOR TRACT F - RETENTION/RECREATION

C. ALLOWABLE TRACT A (ETOR C4 - SOUTH) NET DENSITY.

NET DENSITY (EXCLUDING PAVED DRIVES, 100 YR FLOOD, AND/OR WETLANDS) 33.9 DUA

D. TRACT A (ETOR C4 - SOUTH) PUD NET USABLE OPEN SPACE:

-REQUIRED @ 25%	0.99 ACRES
-PROVIDED @ 29.7%	1.17 ACRES

3. LANDSCAPE BUFFERS, LOT 1B (ETOR C2 - NORTH) AND TRACT A (ETOR C4 - SOUTH):

A.	S. SUN DRIVE	10' MINIMUM
B.	INTERIOR PUD BOUNDARIES EXCEPT ADJACENT TO ETOR TRACT F	10', AVERAGE
C.	INTERIOR PUD BOUNDARIES ADJACENT TO ETOR TRACT F	0'

4. UTILITIES:

A.	WATER AND SEWER SERVICES	SEMINOLE COUNTY
B.	OTHERS	SEE COVER SHEET

5. STORM WATER MANAGEMENT FOR THIS PROJECT IS PROVIDED OFF-SITE WITHIN ETOR PUD'S PREVIOUSLY CONSTRUCTED "MASTER" DRAINAGE AND STORM WATER MANAGEMENT FACILITIES LOCATED WITHIN TRACT "F." THE ETOR PUD MASTER STORM WATER FACILITIES WERE AS PREVIOUSLY PERMITTED BY SEMINOLE COUNTY AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT. THE ETOR PUD MASTER DRAINAGE PLAN ASSUMED 85% MAXIMUM IMPERVIOUS AREA COVERAGE FOR TRACTS HAVING COMMERCIAL AND OFFICE USE DESIGNATIONS. ACTUAL IMPERVIOUS AREA COVERAGE PROPOSED FOR ALL LOTS COMBINED IS 66.1%, WELL BELOW THE ALLOWABLE RATIO.

6. PER THE SEMINOLE COUNTY SCS SOILS SURVEY THE ON-SITE SOILS ARE TAVARES MILLHOPPER FINE SANDS (31), 0 TO 5% SLOPES, HYDROLOGIC GROUP A AND ASTATULA-APOPKA FINE SANDS (6), 0 TO 5% SLOPES, HYDROLOGIC GROUP A.

7. ALL BUILDING ADDRESS NUMBERS SHALL BE 5" OR LARGER LETTERING, MADE OF A DURABLE MATERIAL IN A CONTRASTING COLOR TO THE SURROUNDING BACKGROUND. UNIT NUMBERS WILL BE POSTED OVER ALL MEANS OF INGRESS/EGRESS. MULTI-TENANT COMMERCIAL OR OFFICE BUILDINGS WITH MULTIPLE ADDRESSES SHALL POST THE RANGE OF ADDRESSES ON SIGNAGE READILY VIEWED FROM THE STREET FROM BOTH DIRECTIONS.

8. PER FEMA PANEL NO. 12117C 0040E, DATED APRIL 17, 1995, THIS PROJECT LIES WITHIN ZONE X, OUTSIDE THE 100 YEAR FLOOD HAZARD AREA.

9. LANDSCAPING AND IRRIGATION FACILITIES MUST BE INSTALLED IN THE SOUTH SUN DRIVE MEDIAN STRIP PRIOR TO ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY ON THE SITE.

REVISIONS:

PREPARED FOR:

SUNCOR PROPERTIES, INC.
550 N. PALMETTO AVENUE
SANFORD, FL. 32771
PHONE: (407) 688-7644
FAX: (407) 688-7920

ETOR PUD MAJOR AMENDMENT EXHIBIT #1

REGAL POINTE PARK

LOT 1, REGAL POINTE PARK N. & TRACT A, BELLE TERRE

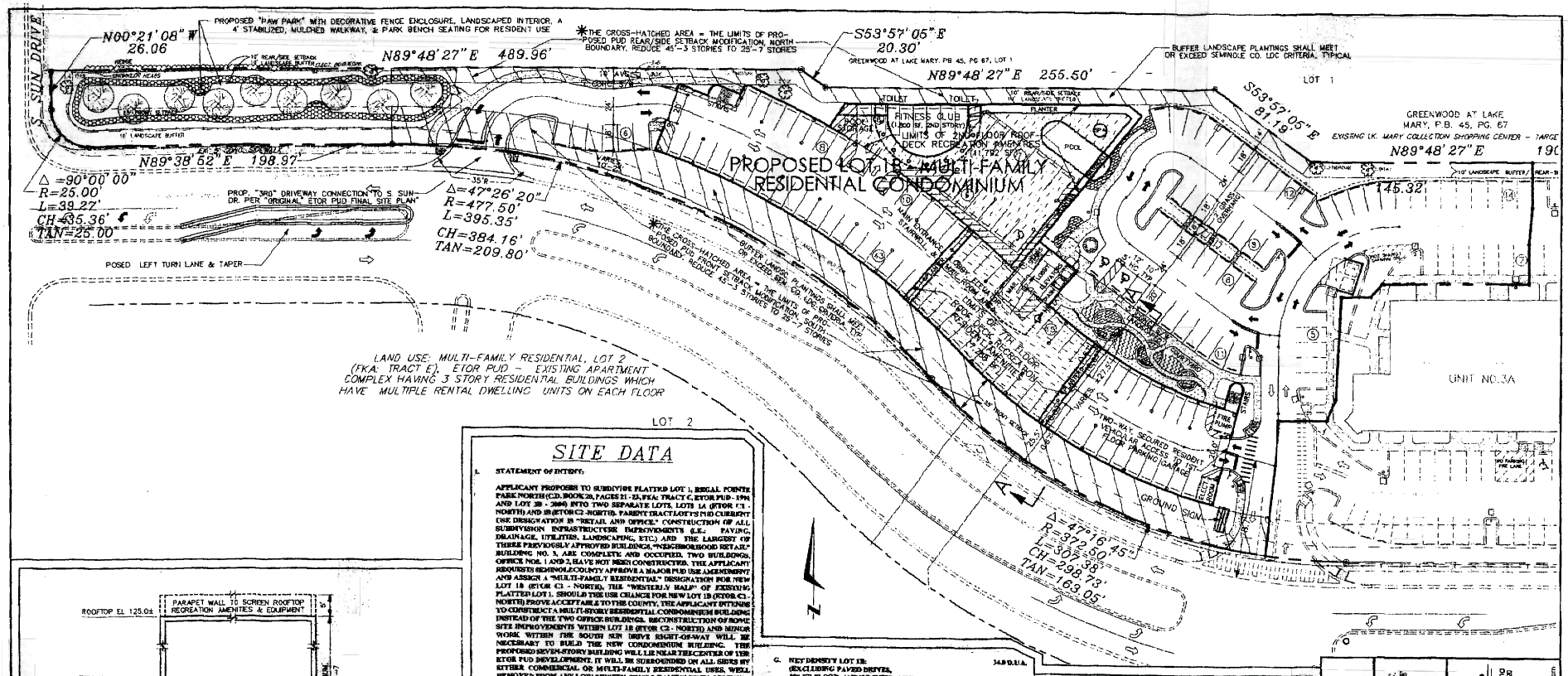
SEMINOLE COUNTY, FLORIDA

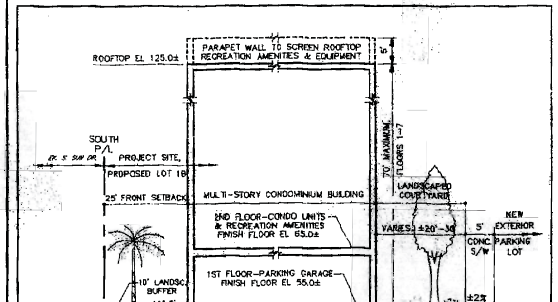
Design Service Group, Inc.
Site Planning • Consulting Engineering • Environmental Permitting
Florida Board of Professional Engineers Certificate of Authorization Number: 4220
4009 WEST 1st STREET
SANFORD, FLORIDA 32771
Voice: 407.324.1710 Fax: 407.324.1409 EMail: designservicegroup@cfl.rr.com

ENGINEER: DEC 1 9 2007

DESIGN:	DRAFT:	CHECK:
RMH	DSG	

PROJECT NO.: 01-042-3N
DATE: OCTOBER, 2006
SCALE: 1" = 60'
SHEET: 2 OF 5





SECTION A--A
(PROPOSED LOT 1B)
NTS

*REQUEST FOR PUD BUILDING HEIGHT LIMIT MODIFICATION, APPLICABLE TO PROPOSED LOT 1B, TO ALLOW A MULTI-FAMILY CONDOMINIUM HIGH RISE BUILDING, CONTAINING SEVEN (7) FLOORS, WITH A MAXIMUM HEIGHT OF 80'.

SITE DATA

1. STATEMENT OF INTENT:

APPLICANT PROPOSES TO SUBDIVIDE PLATTED LOT 1, REGAL POINTE PARK NORTH (C.D. BOOK 28, PAGES 21 - 23, FKA: TRACT C, ETOR PUD - 1994 AND LOT 2B - 2000) INTO TWO SEPARATE LOTS, LOTS 1A (ETOR C1 - NORTH) AND 1B (ETOR C2 -NORTH). PARENT TRACT LOT'S PUD CURRENT USE DESIGNATION IS "RETAIL AND OFFICE." CONSTRUCTION OF ALL SUBDIVISION INFRASTRUCTURE IMPROVEMENTS (I.E.: PAVING, DRAINAGE, UTILITIES, LANDSCAPING, ETC.) AND THE LARGEST OF THERE PREVIOUSLY APPROVED BUILDINGS, "NEIGHBORHOOD RETAIL" BUILDING NO. 3, ARE COMPLETE AND OCCUPIED. TWO BUILDINGS, OFFICE NOS. 1 AND 2, HAVE NOT BEEN CONSTRUCTED. THE APPLICANT REQUESTS SEMINOLE COUNTY APPROVE A MAJOR PUD USE AMENDMENT AND ASSIGN A "MULTI-FAMILY RESIDENTIAL" DESIGNATION FOR NEW LOT 1B (ETOR C2 - NORTH). THE "WESTERLY HALF" OF EXISTING PLATTED LOT 1. SHOULD THE USE CHANGE FOR NEW LOT 1B (ETOR C2 - NORTH) PROVE ACCEPTABLE TO THE COUNTY, THE APPLICANT INTENDS TO CONSTRUCT A MULTI-STORY RESIDENTIAL CONDOMINIUM BUILDING INSTEAD OF THE TWO OFFICE BUILDINGS. RECONSTRUCTION OF SOME SITE IMPROVEMENTS WITHIN LOT 1B (ETOR C2 - NORTH) AND MINOR WORK WITHIN THE SOUTH SUN DRIVE RIGHT-OF-WAY WILL BE NECESSARY TO BUILD THE NEW CONDOMINIUM BUILDING. THE PROPOSED SEVEN-STORY BUILDING WILL LIE NEAR THE CENTER OF THE ETOR PUD DEVELOPMENT. IT WILL BE SURROUNDED ON ALL SIDES BY EITHER COMMERCIAL OR MULTI-FAMILY RESIDENTIAL USES, WELL REMOVED FROM ANY LOW DENSITY, SINGLE-FAMILY DEVELOPMENT.

2. ZONING, PUD LAND USE, AND SITE AREAS:

A. EXISTING AND PROPOSED ZONING: NO CHANGE, PUD

B. LOT	ETOR TRACT	LOT AREA	EXISTING PUD USE	PROPOSED PUD USE
1A	C1 NORTH	1.75 ACRES	RETAIL & OFFICE	NO CHANGE, RETAIL AND OFFICE
1B	C2 NORTH	2.81 ACRES	RETAIL & OFFICE	MULTI-FAMILY RESIDENTIAL

3. BUILDING AREAS & DATA:

A. LOT 1A (ETOR C1 - NORTH)-

EXISTING ONE-STORY, MULTI-TENANT NEIGHBORHOOD RETAIL CONDOMINIUM — 32,750 SF = 0.75 ACRES

B. LOT 1B (ETOR C2 - NORTH)-

PROPOSED MULTI-STORY RESIDENTIAL CONDOMINIUM WITH LOWER LEVEL PARKING GARAGE, 1ST FLOOR AREA ONLY — 39,746 SF = 0.91 ACRES

C. TOTAL BUILDING AREA LOT 1B (ETOR C2 - NORTH) (39,989 + 27,348 X 6) — 284,825 SF = 4.68 ACRES

D. FLOOR AREA RATIO (FAR) LOT 1A: (0.75 ÷ 1.75) — 0.37

E. FLOOR AREA RATIO (FAR) LOT 1B: (4.68 ÷ 2.81) — 1.67

F. TOTAL NUMBER OF DWELLING UNITS LOT 1B — 98 D.U.'S

G. NET DENSITY LOT 1B: (EXCLUDING PAVED DRIVES, 100 YR FLOOD, AND/OR WETLANDS) - 98 D.U.'S ÷ (2.81 - 0.46) ACRES — 34.9 D.U.'S.

H. PUD COMMON USEABLE OPEN SPACE, LOT 1B @ 42.0 % - [2.81 (SITE) - 0.46 (DRIVES) - 0.28 (PARKING) - 0.32 (BLDG) - 0.42 (BUFFER) + 0.48 (G. SP. CREDIT)] — 1.18 ACRES

I. MAXIMUM BUILDING HEIGHT:

LOT 1A — 35'
LOT 1B — 75'

4. PARKING:

I. LOT 1A (ETOR C1 - NORTH):

A. NUMBER OF SPACES REQUIRED BY SEMINOLE COUNTY @ 1 SPACE/ 150 SF (32,750 SF/250) — 131 SPACES

B. NUMBER OF SPACES PROVIDED-
10' WIDE TYPICAL SPACES — 126 SPACES
12' WIDE HANDICAP SPACES — 5 SPACES
TOTAL LOT 1A PARKING PROVIDED — 131 SPACES

II. LOT 1B (ETOR C2 - NORTH):

A. NUMBER OF SPACES REQUIRED BY SEMINOLE COUNTY @ 2 SPACES/DWELLING — 196 SPACES

B. NUMBER OF OUTDOOR PAVED SPACES PROVIDED-
10' WIDE TYPICAL SPACES — 69 SPACES
12' WIDE HANDICAP SPACES — 2 SPACES
SUBTOTAL: — 71 SPACES

C. NUMBER OF INDOOR GARAGE SPACES PROVIDED-
9' WIDE TYPICAL SPACES — 93 SPACES
12' WIDE HANDICAP SPACES — 4 SPACES
SUBTOTAL: — 97 SPACES

D. TOTAL LOT 1B PARKING PROVIDED — 168 SPACES

5. LOT 1A AND 1B BUILDING SETBACKS:

FRONT - SOUTH SUN DRIVE (I) — 25'
SIDE - ADJACENT TO OFFICE OR RETAIL (I) — 10'
REAR - ADJACENT TO OFFICE OR RETAIL (I) — 10'
(I) MAXIMUM 1 STORY (35' HT.), LOT 1A AND 7 STORIES (75' HT.), LOT 1B

6. LANDSCAPE BUFFERS, LOTS 1A AND 1B:

A. S. SUN DRIVE — 10'
B. INTERIOR BOUNDARIES — 10', AVERAGE

7. UTILITIES:

A. WATER AND SEWER — SEMINOLE COUNTY
B. OTHERS — SEE COVER SHEET

8. STORM WATER MANAGEMENT FOR THIS PROJECT IS PROVIDED OFF-SITE WITHIN ETOR PUD'S PREVIOUSLY CONSTRUCTED "MASTER" DRAINAGE AND STORM WATER MANAGEMENT FACILITIES, LOCATED ON TRACT "F." THE ETOR PUD MASTER STORM WATER FACILITIES WERE AS PREVIOUSLY PERMITTED BY SEMINOLE COUNTY AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT. THE ETOR PUD MASTER DRAINAGE PLAN ASSUMED 85% MAXIMUM IMPERVIOUS AREA COVERAGE FOR THE PROJECT SITE, LOTS 3 AND 4. ACTUAL IMPERVIOUS AREA COVERAGE PROPOSED FOR ALL LOTS COMBINED IS 66.1%, FAR 1.25 IS LESS THAN ALLOWABLE.

9. PER THE SEMINOLE COUNTY SCS SOILS SURVEY THE ON-SITE SOILS ARE TAVARES MILLHOPPER FINE SANDS (31), 0 TO 5% SLOPES, HYDROLOGIC GROUP A AND ASTATULA-APOPKA FINE SANDS (6), 0 TO 5% SLOPES, HYDROLOGIC GROUP A.

10A. PER FEMA PANEL NO. 12117C 0440E, DATED APRIL 17, 1995, THIS PROJECT LIES WITHIN ZONE X, OUTSIDE THE 500 YEAR FOOD HAZARD AREA.

SURVEY LEGEND

ABBREVIATIONS:

ETOR PUD MAJOR USE AMENDMENT EXHIBIT #2

REVISIONS:

PREPARED FOR:
SUNCOR PROPERTIES, INC.
550 N. PALMETTO AVENUE
SANFORD, FL 32771
PHONE: (407) 688-7644
FAX: (407) 688-7920

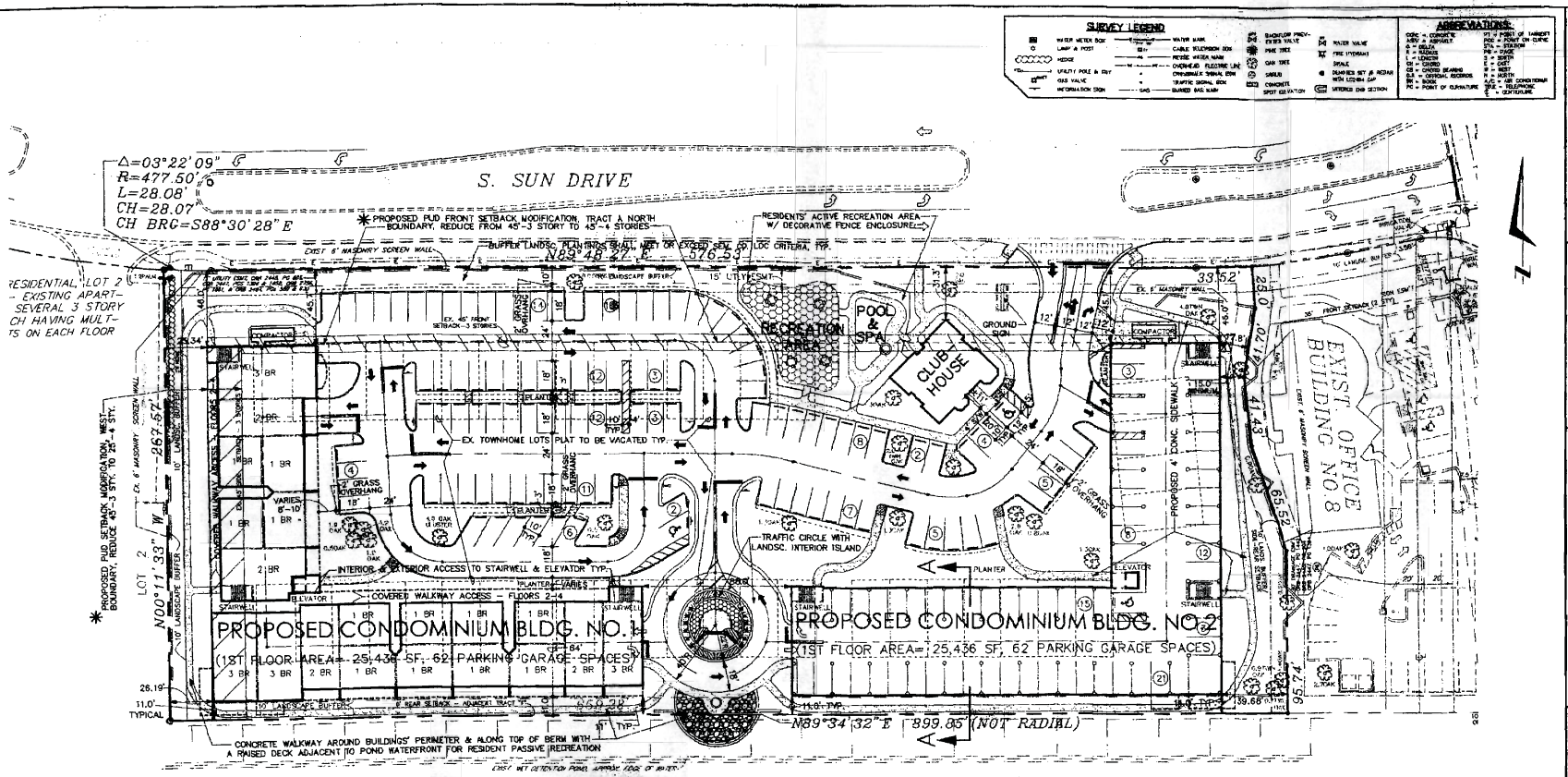
REGAL POINTE PARK
PROPOSED LOT 1B
REGAL POINTE PARK NORTH
SEMINOLE COUNTY, FLORIDA

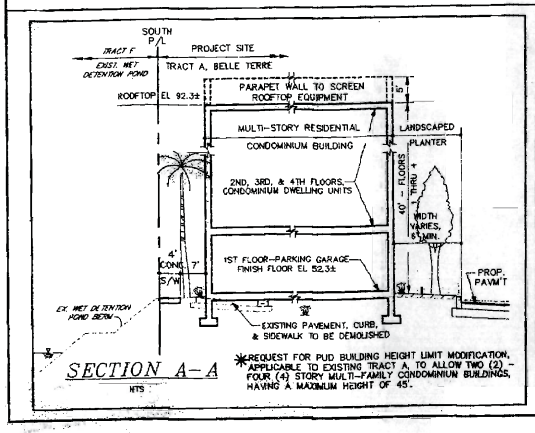
Design Service Group, Inc.
Site Planning • Consulting Engineering • Environmental Permitting
Water Resources • Wetlands Delineation • Wildlife Surveys
4009 WEST 1st STREET
SANFORD, FLORIDA 32771
407.324.1710 Fax: 407.324.1409 Email: designservicegroup@cfbr.com

ENGINEER: [illegible]
FOR THE PERSON IN RC. REG. #41463

DESIGN:	DRAFT:	CHECK:
PNR	DSG	

PROJECT NO.: 01-042-3LUP
DATE: SEPT., 2007
SCALE: 1" = 30'
SHEET: 3 OF 5





*REQUEST FOR PUD BUILDING HEIGHT LIMIT MODIFICATION, APPLICABLE TO EXISTING TRACT A, TO ALLOW TWO (2) - FOUR (4) STORY MULTI-FAMILY CONDOMINIUM BUILDINGS, HAVING A MAXIMUM HEIGHT OF 45'.

SITE DATA

1. STATEMENT OF INTENT:

ON JUNE 8, 2004 THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVED "SIA/PRA/AMENDMENT, AMENDMENT NO.3," TO THE ETOR PUD DEVELOPMENT ORDER. THE APPLICANT, WHO REQUESTED APPROVAL OF THAT AMENDMENT, HAS SINCE COMPLETED ALL SUBDIVISION INFRASTRUCTURE IMPROVEMENTS. HE HAS RECORDED THE SUBDIVISION PLAT, DEVELOPER'S AGREEMENT, AND ASSOCIATION DOCUMENTS, ALL IN ACCORDANCE WITH THE TERMS OF THESE DEVELOPMENT AGREEMENT. ALSO, SINCE THE SITE IMPROVEMENTS WITHIN TRACT A, RIVIERA (ETOR TRACT "CT") WERE COMPLETED, NONE OF THE TOWNHOME BUILDINGS OR INTERNAL ACCESSORY STRUCTURES WERE BUILT (I.E., RECREATIONAL AMENITIES, SIDEWALKS, ETC.). THE APPLICANT DESIRES TO REPLAT TRACT A PRIOR TO VACATE PLATTED TOWNHOME LOTS, DEGRESS/EGRESS ROADWAYS AND TREE/NAMES, AND ANY UTILITY/DRAINAGE EASEMENTS PERTAINING TO TOWNHOME CONSTRUCTION. INSTEAD, THE APPLICANT RESPONDS TO CONSTRUCT TWO - 4 STORY CONDOMINIUM BUILDINGS, NEW PAVED PARKING AND INTERNAL SIDEWALKS, DRAINAGE AND UTILITY SYSTEM MODIFICATIONS, AND ALTERNATE RECREATIONAL AMENITIES WITHIN THE SAME AREA WHERE THE EXISTING ETOR PUD "MULTI-FAMILY RESIDENTIAL" LANDUSE DESIGNATION. REQUESTS FOR ETOR PUD AMENDMENTS TO ALLOW REDEVELOPMENT OF TRACT A AS PROPOSED, ARE LISTED AND DESCRIBED ON SHEET 1.

2. ZONING, PUD LAND USE, AND SITE AREA:

A.	EXISTING AND PROPOSED ZONING:		NO CHANGE, PUD
B.	LOT	LOT AREA	EXISTING PUD LUSE / PROPOSED PUD LUSE
	TRACT A	3.94 ACSMS	MULTI-FAMILY RESIDENTIAL / NO CHANGE, MULTI-FAMILY RESIDENTIAL

3. BUILDING AREAS & SITE USE DATA:

A. PROPOSED MULTI-STORY RESIDENTIAL CONDOMINIUMS WITH LOWER LEVEL PARKING GARAGE FLOOR CLEARANCE. 1ST FLOOR ONLY (25,436 X 2) = 1,268 SF — 1.31 ACRES

B. TOTAL BUILDING AREA (CORNER, 4 FLOORS @ 25,436 SF EACH 3 ft + 1,268 SF (C.R.)) — INCLUD. SF = 4.47 ACRES

C. FLOOR AREA RATIO (FAR): (4.47 AC / 3.94 AC) — 1.19

D. NUMBER OF PROPOSED DWELLING UNITS:
2 BUILDINGS @ 84 D.U. EACH — 168 D.U.'S

E. NET DENSITY:
NET DENSITY (EXCLUDES PAVED DRIVES, 168 TH FLOOR, & WETLANDS - 168 D.U. / (3.94 - 0.75) AC(SS)) — 53.3 D.U.A.

F. MAXIMUM BUILDING HEIGHT — 45'

G. PUD COMMON USEABLE OPEN SPACE:
- REQUIRED @ 25% — 0.99 ACSMS
- PROVIDED @ 29.7% (0.94 (SITE) - 0.75 (WETLNDS) - 0.41 (PARKS) - 1.31 (BLDGS) - 0.40 (BUFFER)) — 1.27 ACSMS

4. PARKING:

A. NUMBER OF SPACES REQUIRED BY SEMINOLE COUNTY @ 2 SPACES/DWELLING — 216 SPACES

B. NUMBER OF OUTDOOR PAVED SPACES PROVIDED:
1.5 WIDE TYPICAL SPACES — 152 SPACES
1.5 WIDE HANDICAP SPACES — 1 SPACE
SUBTOTAL: — 153 SPACES

C. NUMBER OF INDOOR GARAGE SPACES PROVIDED:
9' WIDE TYPICAL SPACES — 120 SPACES
1.5 WIDE HANDICAP SPACES — 2 SPACES
SUBTOTAL: — 122 SPACES

5. BUILDING SETBACKS:

FRONT - ADJACENT TO S. SUN DRIVE
- SINGLE STORY BUILDING (25' ST.) — 25'
- FOUR STORY BUILDING (40' HT.) — 45'

SIDE - ADJACENT TO OFFICE OR RETAIL — 15'

SIDE - ADJACENT TO MULTI-FAMILY RESIDENTIAL — 25'

REAR - ADJACENT TO TRACT "F" — 0'

6. LANDSCAPE BUFFERS:

A. S. SUN DRIVE & EXTERIOR BOUNDARIES — 10'
B. INTERIOR BOUNDARIES — 10', AVERAGE

7. UTILITIES:

A. WATER AND SEWER SERVICES — SEMINOLE COUNTY
B. OTHERS — SEE COVER SHEET

8. STORM WATER MANAGEMENT: FOR THIS PROJECT IS PROVIDED OFF-SITE WITHIN ETOR PUD'S PREVIOUSLY CONSTRUCTED "MASTER" DRAINAGE AND STORM WATER MANAGEMENT FACILITIES LOCATED ON TRACT "F". THE ETOR PUD MASTER STORM WATER FACILITIES WERE AS PREVIOUSLY PERMITTED BY SEMINOLE COUNTY AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT. THE ETOR PUD MASTER DRAINAGE PLAN ASSUMED 50% MAXIMUM IMPERVIOUS AREA COVERAGE FOR THE PROJECT SITE, LOTS 1 AND 4. ACTUAL IMPERVIOUS AREA COVERAGE PROPOSED FOR ALL LOTS COMBINED IS 66.1%, FAR 1.2[illegible] THAN ALLOWABLE.

9. PER THE SEMINOLE COUNTY SCS SOILS SURVEY THE ON-SITE SOILS ARE TAVARES MILLHOPPER FINE SANDS (0), 0 TO 5% SLOPES, HYDROLOGIC GROUP A AND ARTATOLA-APOPKA FINE SANDS (6), 0 TO 5% SLOPES, HYDROLOGIC GROUP A.

10. PER RIVIERA PARCEL, NO. 5811C 0065, DATED APRIL 17, 1995, THIS PROJECT LIES WITHIN ZONE X, OUTSIDE THE 100 YEAR FLOOD HAZARD AREA.

REVISIONS:
10/26/07 REVISE PER CLIENT & SEMINOLE COUNTY DRC COMMENTS
12/07/07 REVISE PER SEMINOLE COUNTY DRC COMMENTS
01/11/08 REVISE PER ADDITIONAL SEMINOLE COUNTY DRC COMMENTS

PREPARED FOR:
SUNCOR PROPERTIES, INC.
5500 PALM ISLE AVENUE
SANFORD, FL 32771
PHONE: (407) 688-7844
FAX: (407) 688-7920

ETOR PUD MAJOR AMENDMENT EXHIBIT NO.3

REGAL POINTE PARK

'TRACT' A, RIVIERA, PB 70, PGS 87-90
SEMINOLE COUNTY, FLORIDA

Design Service Group, Inc.
Site Planning • Consulting Engineering • Environmental Permitting
Member Board of Professional Engineers Certificate of Authorization Number: 4235
4009 WEST 1st STREET
SANFORD, FLORIDA 32771
Phone: 407.324.1710 Fax: 407.324.1409 Email: designservicegroup@cfbrr.com

ENGINEER: [illegible]
REGISTRATION NUMBER: [illegible] DATE: [illegible] 2007
DESIGN: RWH | DRAFT: DSG | CHECK:
PROJECT NO.: 01-042-3LUP
DATE: SEPT., 2007
SCALE: 1" = 30'
SHEET: 4 OF 5

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On March 25, 2008, Seminole County issued this Denial Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

Property Owner(s): Suncor Properties, Inc., Regal Pointe Park North Condominium Association, Inc. and Riviera Townhome Owner's Association, Inc.

Project Name: ETOR PUD Major Amendment

Requested Development Approval: The applicant is requesting a Major Amendment to the ETOR PUD for 6.75 + acres, located on S. Sun Drive approximately 900 feet west of Greenwood Lakes Blvd.

The Board of County Commissioners has determined that the requested Major Amendment to the ETOR 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 March 25, 2008, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested 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: _____
Brenda Carey, Chairman

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

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.
(for your references, underlines are additions, strikethroughs are deletions)

II. STATEMENT OF BASIC FACTS

Commercial Area	~~34.99 acres~~ 34.74 acres
Office Area	~~5.47 acres~~ 2.53 acres
Residential Area	~~21.02 acres~~ 23.83 acres
Mixed Office and Commercial Area	2.59 acres
Retention, Recreation & Open Space	19.81 acres
Right-of-way	~~6.32 acres~~ 6.70 acres
Total Area	90.20 acres
~~Residential Density (Tract C)~~	~~9.9 D.U.A. (gross density)~~ ~~12.4 (net density)~~
Residential Density (Tract "C2" - North)	34.1 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%~~ 2.3%
B	Office, Commercial	2.59 acres	~~3%~~ 3.2%
~~C~~ C (North)	Office Office	~~5.47 acres~~ 1.32 acres	~~6%~~ 1.5%
~~C~~ ~~C~~ C1 (North)	Neighborhood Commercial	~~3.00 acres~~ 2.75 acres	3.0% 3.0%

C2 (North)	Residential - 80 units	2.81 acres	3.1%
~~C~~ C3 (South)	Office	1.21 acres	1.2%
~~C~~ C4 (South)	~~Residential – 39 units~~ Residential – 108 units	3.94 acres	~~4%~~ 4.4%
D	Commercial	29.91 acres	~~33%~~ 33.2%
E	Residential - 300 units	17.08 acres	~~18.9%~~ 19%
F	Recreation, Open Space, Retention	19.81 acres	22%
R.O.W.	Public Streets	~~6.32 acres~~ 6.70 acres	7% 7.2%
	Total	**90.20 Acres**	**100%**

*The Owner shall provide a six-foot high ~~fence~~ 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 ~~(Tract C)~~ (Tracts "C2" – North and "C4" – South):

~~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.~~

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 the residential portion of Tract "C" (3.94 acres,~~

~~to be evaluated at Final Engineering)~~	~~0.99 acres~~
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	~~24.22 acres~~ 24.91 acres

VI. BUILDING RESTRICTIONS

Residential (Tract "C2" – North)	Building Height:	75 feet maximum
	Number of Stories:	7-story maximum
	No accessory structures shall be permitted.	
~~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~~	
Residential (Tract "C4" – South)	Building Height:	50 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 "C")~~	~~Min. setback from site boundary:~~	~~35 feet~~
	~~Min. distance between buildings:~~	~~20 feet~~
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)	45 feet
	Side (Adjacent to Retail or Office)	15 feet
	Side (adjacent to Multi-Family Residential)	25 feet
	Rear	0 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 _____ day of _____, 2008.

By:_____
Brenda Carey, Chairman Board of County Commissioners

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.

_____ _____
Witness Robert Horian, 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 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 ____ day of _____, 2008.

_____

Notary Public, in and for the County and State Aforementioned

My Commission Expires:

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 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 _____, 2008.

_____

Notary Public, in and for the County and State Aforementioned

My Commission Expires:

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 _____, 2008.

_____

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

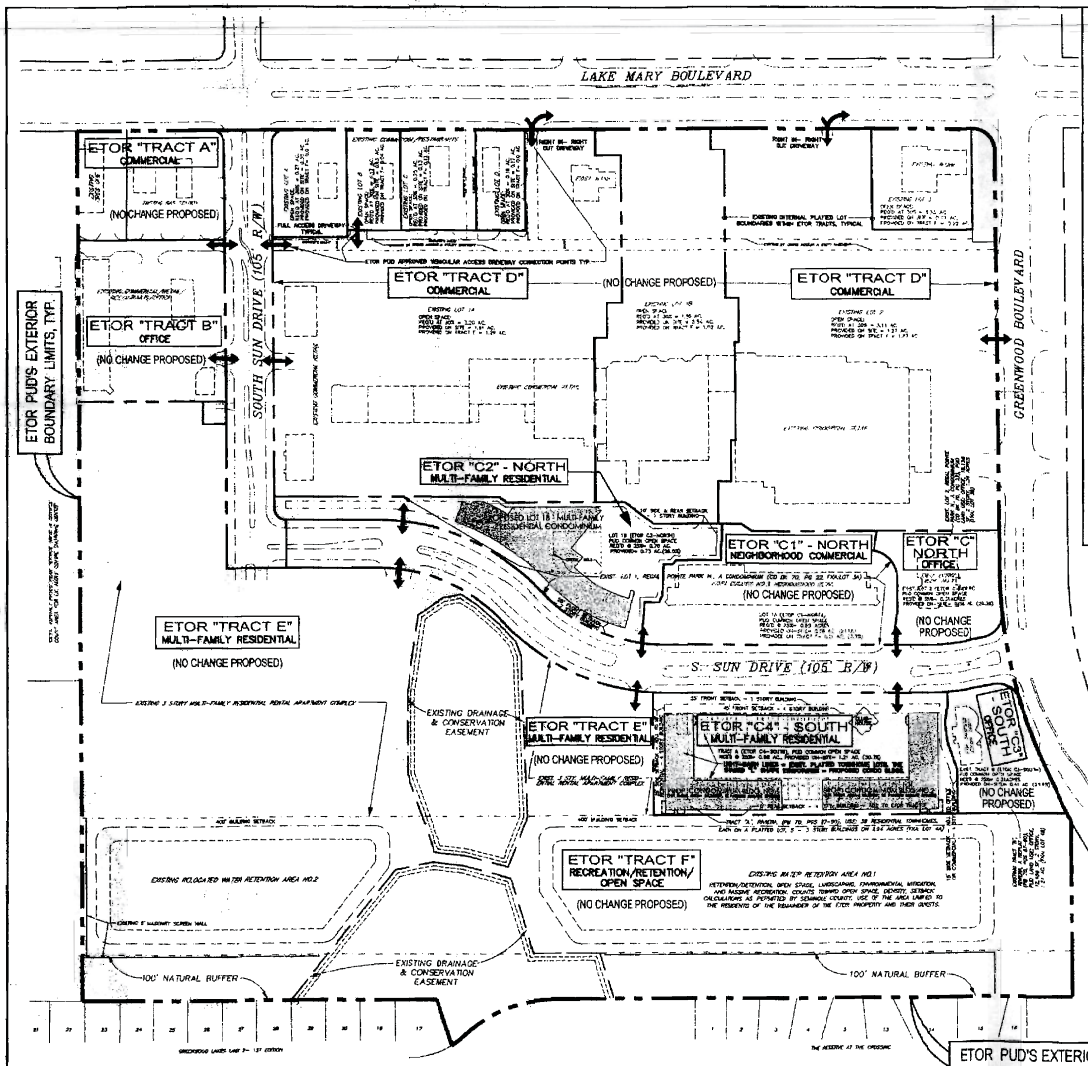
FROM THE MOST NORTHWESTERLY CORNER OF LOT 3, GREENWOOD AT LAKE MARY PHASE 2, AS RECORDED IN PLAT BOOK 54, PAGES 48 THROUGH 51, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, RUN ALONG THE BOUNDARY OF SAID LOT 3 THE FOLLOWING COURSES AND DISTANCES: N89°48'27"E A DISTANCE OF 489.96 FEET; THENCE S53°57'05"E 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



ORIGINAL ETOR PUD DEVELOPMENT APPROVAL SUMMARY & PROPOSED ADENDUM NO.3 REQUEST DETAIL COMPARISON

ETOR PUD TRACT SUMMARIES FOR LAND USE, DENSITY, AND TRAFFIC IMPACT ESTIMATES

I. ETOR PUD as Amended, 2004 (Amendment No. 2):

Tract	Land Use	% of Site	Area	FAR (N2 & N3)	No. DU'S or Bldg. Area (N5 & N6)	ADT Traffic Estimate (N7)
A	Commercial	3%	1.48 Acres	0.18 (N2)	9,355 SF (N5)	1,486
B	Office, Commercial	3%	1.59 Acres	0.20 (N2)	23,866 SF (N5)	Comm. 2,482; Office 73
C	Office	6%	3.47 Acres	0.37 (N3)	56,100 SF (N6)	996
C	Neighborhood Commercial	3%	1.06 Acres	0.25 (N3)	11,800 SF (N6)	1,498
C	Residential	6%	3.94 Acres	N/A	39 DU (N6)	292
D	Commercial	33%	29.91 Acres	0.23 (N2)	285,000 SF (N5)	13,367
E	Residential- 380 Units	19%	17.08 Acres	N/A	380 DU	1,932
F	Recreational, Open Space, Retention	22%	19.81 Acres	N/A	N/A	N/A
ROW	Public Streets	7%	6.32 Acres	N/A	N/A	N/A
Totals		100%	90.38 Acres			23,636

II. ETOR PUD Proposed Amendment No. 3:

Tract	Land Use	% of Site	Area	FAR (N2 & N3)	No. DU's or Bldg. Area (N5 & N6)	ADT Traffic Estimate (N7)
A	Commercial	3.3%	1.84 Acres	0.10 (N2)	9,355 SF (N5)	1,486
B	Office, Commercial	3.9%	1.59 Acres	0.20 (N2)	23,866 SF (N5)	Comm. 2,482; Office 73
C (North)	Office	1.5%	1.32 Acres	0.32 (N3)	18,136 SF (N6)	724
C1 (North)	Neighborhood Commercial	3.8%	1.75 Acres	0.27 (N3)	32,760 SF (N6)	469
C2 (North)	Multi-Family Residential	3.1%	1.81 Acres	1.67	90 DU (N6)	271
C3 (South)	Office	1.3%	1.21 Acres	0.24	12,546 SF	128
C4 (South)	Multi-Family Residential	4.4%	1.94 Acres	1.19	108 DU (N6)	633
D	Commercial	33.3%	25.91 Acres	0.23 (N2)	285,000 SF (N5)	13,367
E	Residential- 380 Units	19.0%	11.88 Acres	N/A	380 DU	1,932
F	Recreational, Open Space, Retention	22.2%	11.21 Acres	N/A	N/A	N/A
ROW	Public Streets	7.0%	4.70 Acres	N/A	N/A	N/A
Totals		100.0%	94.30 Acres		488 DU's/ 380,863 SF	23,576

Notes:

(N1) Floor Area Ratio (Far) Based on Seminole County LDC Zoning Classification

(N2) Floor Area Computed, Based on Existing Development Density

(N3) Floor Area Computed, Based on Proposed Development Density

(N4) Allowable Building Area Computed by Multiplying Far Times the Land Area Allocated by the 1996 ETOR PUD Agreement or the Number of Residential Dwelling Units Approved for the Pud

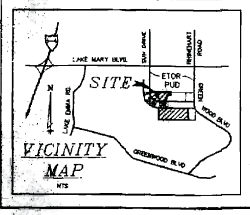
(N5) Actual Building Areas Constituted Within Developed Etor PUD Tracts

(N6) Proposed Building Areas or Number of Residential Dwelling Units Requested in the Etor Pud Modification

(N7) Estimated Average Daily Trips Calculated According to Existing or Proposed Land Use Within the Etor Pud Based on the Its Trip Generation, 6th Edition

OVERALL ETOR PUD 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, 362.24 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°39'53" West, 11.46 feet, thence run Northwesterly along a curve concave Easterly having a radius of 1044.31 feet, a central angle of 21°17'40", a chord bearing of North 31°31'03" West, for an arc distance of 388.13 feet, run North 00°34'14" West, 367.25 feet, thence run Northwesterly along a curve concave Southwesterly having a radius of 303.00 feet, a central angle of 88°37'27", a chord bearing of North 43°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°46'19" West, along said Right-of-Way line 1846.36 feet to the East line of the West 389.488 feet of said Northeast 1/4 of Section 18, thence run South 00°23'16" East, along said East line 1958.52 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 370.81 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 103.63 feet (Plat distance of 103.69 feet) to the North line of MORNING GLORY DRIVE as shown in 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 186.83 feet, a central angle of 17°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 57°34'16" East, for an arc distance of 211.16 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, 1126.58 feet to the Point of Beginning. Containing 80.20 acres. (LESS THE ADDITIONAL RIGHT OF WAY FOR LAKE MARY BLVD.)



SHEET INDEX

1. ETOR PUD REVISED FINAL MASTER PLAN
2. ETOR PUD MAJOR AMENDMENT EXHIBIT #1
3. ETOR PUD MAJOR AMENDMENT EXHIBIT #2
4. ETOR PUD MAJOR AMENDMENT EXHIBIT #3
5. ETOR PUD MAJOR AMENDMENT EXHIBIT #4

DISCLAIMER NOTE:

DESIGN SERVICE GROUP, INC. (DSG) IS NOT THE ETOR PUD'S ORIGINAL "ENGINEER-OF-RECORD". HOWEVER, THE SEMINOLE COUNTY DRC REQUESTED DSG TO PREPARE AN UPDATED ETOR PUD "FINAL MASTER PLAN" DRAWING FOR CLARITY AND LEGIBILIBITY PURPOSES. PLEASE BE ADVISED THAT THE MAJORITY OF DATA SHOWN HEREON WAS OBTAINED FROM A COUNTY "RECORD" DRAWING, PREPARED BY HARLING, LOCKLIN & ASSOC., INC., TITLED "ETOR PUD FINAL MASTER PLAN", DATED 07/08/91, JOB NO.9106, FOR ETOR PROPOERTIES. THIS PLAN WAS PREPARED FOR INFORMATIONAL PURPOSES ONLY, TO ILLUSTRATE DETAILS OF THE MAJOR PUD AMENDMENT MODIFICATIONS THE APPLICANT HAS PETITIONED THE COUNTY BCC TO CONSIDER AND APPROVE. DSG HAS NO SPECIFIC KNOWLEDGE AND OFFER NO WARRANTY AS TO WHETHER THE INFORMATION OBTAINED FROM COUNTY FILES IS EITHER CORRECT AND/OR CURRENT.

NOTE:

SEE SHEETS 2, 3, & 4 FOR LARGER SCALE DRAWINGS WHICH CONTAIN ADDITIONAL DETAILS REGARDING PROPOSED ETOR PUD LAND USE AMENDMENT REQUESTS. SEE SHEET 5 FOR ARCHITECTURAL BUILDING ELEVATION AND/OR PERSPECTIVE DRAWINGS, OR OTHER DOCUMENTS ATTACHED HERETO FOR A MORE COMPLETE DESCRIPTION OF THE ETOR PUD USE AMENDMENT SPECIFICS.

REVISIONS:
12/07/07 RESUBM COVER SHEET FOR SEMINOLE CO. DRC COMMENTS
12/19/07 RESUBM COVER SHEET FOR SEMINOLE CO. DRC COMMENTS
ETOR R. PUD-ADDED ZONING NOTE
REVISED PER SEM. CO. DRC

PREPARED FOR:
SUNCOR PROPERTIES, INC.
560 N. PALMETTO AVENUE
SANFORD, FL. 32771
PHONE: (407) 688-7644
FAX: (407) 688-7920

ETOR PUD REVISED FINAL MASTER PLAN

ETOR PUD MAJOR AMMENDMENT REQUEST

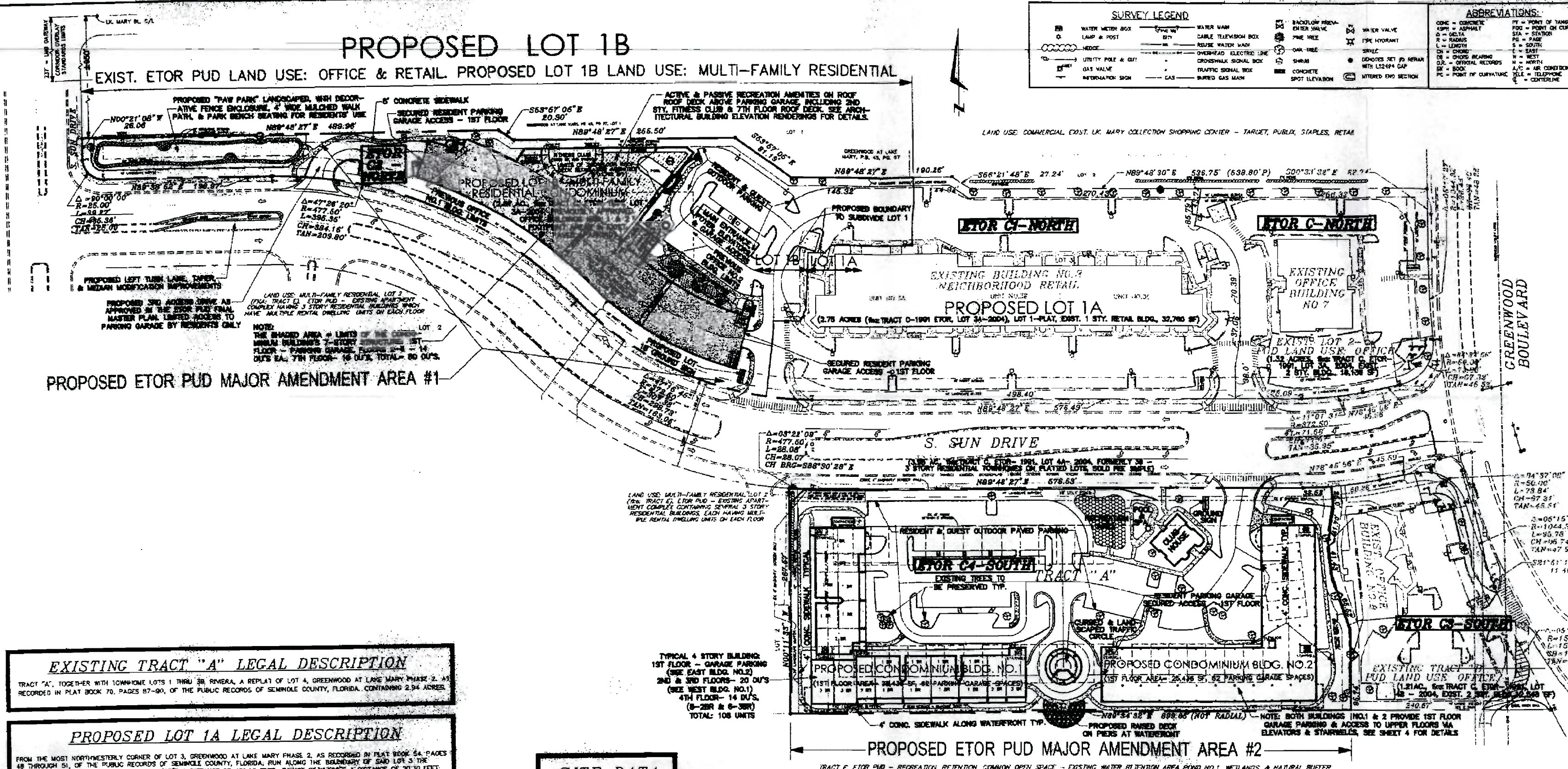
SEMINOLE COUNTY, FLORIDA

Design Service Group, Inc.
Site Planning - Consulting Engineering - Environmental Permitting
Florida Board of Professional Engineers Certificate of Authorization Number 4230
4099 WEST 1st STREET
SANFORD, FLORIDA 32771
Voice: 407.324.1716 Fax: 407.324.1409 E-Mail: designservicegroup@cfn.com

ENGINEER
RONALD HERSON III, P.E., FL REG. 34836

DESIGN	DRAFT	CHECK
RMH	DSG	

PROJECT NO. 01-042-3N-MASTER PLAN
DATE NOV. 2007
SCALE 1" = 120'
SHEET 1 OF 5



EXISTING TRACT "A" LEGAL DESCRIPTION

TRACT "A", TOGETHER WITH TOWNHOME LOTS 1 THRU 38, 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.

PROPOSED LOT 1A LEGAL DESCRIPTION

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 489.98 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 26.77 FEET; THENCE S89°48'27"W A DISTANCE OF 95.58 FEET; THENCE S44°48'27"W A DISTANCE OF 11.64 FEET; THENCE S89°48'27"W A DISTANCE OF 19.60 FEET; THENCE S00°11'33"E A DISTANCE OF 71.71 FEET; THENCE S44°48'27"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 S85°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 OF THE P.T. OF SAID CURVE; RUN THENCE S89°48'27"E A DISTANCE OF 498.58 FEET; THENCE DEPARTING THE SOUTHERLY LINE OF LOT 3 RUN N00°11'38"W A DISTANCE OF 38.00 FEET; THENCE N06°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 62.50 FEET; RUN THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°18'46" 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.

PROPOSED LOT 1B LEGAL DESCRIPTION

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 489.98 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 19.80 FEET, THENCE S02°40'25"W A DISTANCE OF 68.03 FEET; THENCE S25°24'33"W A DISTANCE OF 15.27 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°38'51"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.I. 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 N74°05'28"W RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 3; THROUGH A CENTRAL ANGLE OF 15°51'29" A DISTANCE OF 100.83 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 28.06 FEET TO THE POINT OF BEGINNING, CONTAINING 2.81 ACRES.

SITE DATA

1. STATEMENT OF INTENT:

ON JUNE 8, 2004 THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVED "MAJOR AMENDMENT, AMENDMENT NO. 2," TO THE ETOR PUD DEVELOPMENT ORDER. THE APPLICANT, WHO REQUESTED APPROVAL OF THAT AMENDMENT, HAS SINCE COMPLETED ALL SUBDIVISION INFRASTRUCTURE IMPROVEMENTS. HE HAS RECORDED THE SUBDIVISION PLAT, DEVELOPER'S AGREEMENT, AND ASSOCIATION DOCUMENTS, ALL IN ACCORDANCE WITH THE TERMS OF THEIR DEVELOPMENT AGREEMENT. OFFICE BUILDINGS, ON LOT 2, REGAL POINTE PARK NORTH AND TRACT B, RIVIERA. THE NEIGHBORHOOD RETAIL BUILDING, REGAL POINTE PARK NORTH, WAS BUILT ON THE EAST HALF OF LOT 1 AND IS OPERATIONAL. HOWEVER, TWO OFFICE BUILDINGS, INTENDED TO OCCUPY LOT 1'S WEST HALF, WERE NOT BUILT. ALSO, THE 39 RESIDENTIAL TOWNHOME BUILDING STRUCTURES, PLANNED FOR TRACT A, RIVIERA, WERE NEVER COMPLETED. SIGNIFICANT CHANGES IN THE ECONOMY AND MARKET DEMAND SINCE 2004 HAVE CAUSED THE OWNER/APPLICANT TO RECONSIDER PREVIOUS PLANS FOR THE REMAINING TWO UNDEVELOPED AREAS AND HOW THOSE PARCELS BETTER UTILIZED IN A MANNER COMPLIMENTARY TO THIS MIXED-USE VILLAGE AND ADJACENT PROPERTIES. AS A RESULT, THE OWNER/APPLICANT NOW DESIRES TO CONSTRUCT MULTI-FAMILY RESIDENTIAL CONDOMINIUM FACILITIES ON BOTH. HE SUBMITS THIS APPLICATION TO RESPECTFULLY REQUEST THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE A MAJOR AMENDMENT TO THE ETOR PUD FINAL SITE PLAN, ALLOWING MODIFICATION OF CURRENT PUD LAND USE DESIGNATIONS FOR THOSE AREAS, AND ASKS THE BCC TO APPROVE A NEW DEVELOPER'S AGREEMENT. THAT AGREEMENT WILL SPECIFY ALL BOARD OF COUNTY COMMISSIONERS' TERMS AND CONDITIONS THEY DEEM APPROPRIATE PRIOR TO THEIR ACCEPTANCE OF THE APPLICANT'S REQUEST.

2. SUMMARY OF PUD MODIFICATION REQUESTS:

I. AMENDMENT AREA #1

A. MODIFY PUD LAND USE DESIGNATION FOR THE WEST 2.81 ACRES OF LOT 1, REGAL POINTE PARK NORTH (FKA: LOT 3A), FROM "RETAIL AND OFFICE" TO "MULTI-FAMILY RESIDENTIAL." THE TWO PREVIOUSLY APPROVED OFFICE BUILDINGS WILL NOT BE CONSTRUCTED. INSTEAD, IF APPROVED, ONE SEVEN-STORY RESIDENTIAL CONDOMINIUM BUILDING, CONTAINING 80 DWELLING UNITS, WILL BE BUILT.

B. LOT 1, REGAL POINTE PARK NORTH WOULD BE DIVIDED INTO TWO (2) SEPARATE PARCELS, NOTED HEREON AS ETOR C1 AND C2 - NORTH, TO ALLOW SEPARATE OWNERSHIP OF PROPERTIES, EACH HAVING DIFFERENT LAND USES.

C. INCREASE THE ALLOWABLE BUILDING HEIGHT WITHIN PROPOSED LOT 1B (ETOR C2 - NORTH) FROM 35' TO 75' MAXIMUM AND INCREASE THE ALLOWED "NUMBER OF STORIES" FROM 3 TO 7 FLOORS.

D. MODIFY LOT 1B (ETOR C2 - NORTH) BUILDING SETBACKS:

FRONT:	25' (I)
SIDE:	10' (I & II)
REAR:	10' (I & II)

(I) APPLICABLE TO A SEVEN (7) STORY BUILDING, MAXIMUM 75' HEIGHT

(II) APPLICABLE TO ADJACENT OFFICE AND RETAIL LAND USES

E. ALLOWABLE LOT 1B (ETOR C2 - NORTH) NET DENSITY:

NET DENSITY (EXCLUDING PAVED DRIVES, 100 YR FLOOD, AND/OR WETLANDS)	34.0 DUA

F. LOT 1B (ETOR C2 - NORTH) PUD COMMON USABLE OPEN SPACE:

- REQUIRED @ 25%	0.70 ACRES
- PROVIDED @ 42.0%	1.18 ACRES

II. AMENDMENT AREA #2

A. INCREASE ALLOWABLE BUILDING HEIGHT WITHIN EXISTING TRACT A, RIVIERA (ETOR C4 - SOUTH) FROM 35' TO 49' MAXIMUM AND INCREASE THE ALLOWED "NUMBER OF STORIES" FROM 3 TO 4 FLOORS.

B. MODIFY TRACT A, RIVIERA (ETOR C4 - SOUTH) BUILDING SETBACKS:

FRONT (ONE STORY):	30'
FRONT (4 STORIES):	40'
SIDE (4 STORIES):	15' (I)
SIDE (4 STORIES):	25' (II)
REAR (4 STORIES):	0' (III)

(I) APPLICABLE TO ADJACENT OFFICE AND RETAIL LAND USES

(II) APPLICABLE TO ADJACENT MULTI-FAMILY RESIDENTIAL LAND USES

(III) APPLICABLE TO ETOR TRACT F - RETENTION/RECREATION

C. ALLOWABLE TRACT A (ETOR C4 - SOUTH) NET DENSITY.

NET DENSITY (EXCLUDING PAVED DRIVES, 100 YR FLOOD, AND/OR WETLANDS)	33.9 DUA

D. TRACT A (ETOR C4 - SOUTH) PUD NET USEABLE OPEN SPACE:

-REQUIRED @ 25%	0.95 ACRES
-PROVIDED @ 29.7%	1.17 ACRES

3. LANDSCAPE BUFFERS, LOT 1B (ETOR C2 - NORTH) AND TRACT A (ETOR C4 - SOUTH):

A.	S. SUN DRIVE	10' MINIMUM
B.	INTERIOR PUD BOUNDARIES EXCEPT ADJACENT TO ETOR TRACT F	10', AVERAGE
C.	INTERIOR PUD BOUNDARIES ADJACENT TO ETOR TRACT F	0'

4. UTILITIES:

A.	WATER AND SEWER SERVICES	SEMINOLE COUNTY
B.	OTHERS	SEE COVER SHEET

5. STORM WATER MANAGEMENT FOR THIS PROJECT IS PROVIDED OFF-SITE WITHIN ETOR PUD'S PREVIOUSLY CONSTRUCTED "MASTER" DRAINAGE AND STORM WATER MANAGEMENT FACILITIES LOCATED WITHIN TRACT "F." THE ETOR PUD MASTER STORM WATER FACILITIES WERE AS PREVIOUSLY PERMITTED BY SEMINOLE COUNTY AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT. THE ETOR PUD MASTER DRAINAGE PLAN ASSUMED 85% MAXIMUM IMPERVIOUS AREA COVERAGE FOR TRACTS HAVING COMMERCIAL AND OFFICE USE DESIGNATIONS. ACTUAL IMPERVIOUS AREA COVERAGE PROPOSED FOR ALL LOTS COMBINED IS 66.1%, WELL BELOW THE ALLOWABLE RATIO.

6. PER THE SEMINOLE COUNTY SUB SOILS SURVEY THE ON-SITE SOILS ARE TAVARES MILLHOPPER FINE SANDS (31), 0 TO 5% SLOPES, HYDROLOGIC GROUP A AND ASTATULA-APOPKA FINE SANDS (6), 0 TO 5% SLOPES, HYDROLOGIC GROUP A.

7. ALL BUILDING ADDRESS NUMBERS SHALL BE 5" OR LARGER LETTERING, MADE OF A DURABLE MATERIAL IN A CONTRASTING COLOR TO THE SURROUNDING BACKGROUND. UNIT NUMBERS WILL BE POSTED OVER ALL MEANS OF INGRESS/EGRESS. MULTI-TENANT COMMERCIAL OR OFFICE BUILDINGS WITH MULTIPLE ADDRESSES SHALL POST THE RANGE OF ADDRESSES ON SIGNAGE READILY VIEWED FROM THE STREET FROM BOTH DIRECTIONS.

8. PER FIRM PANEL NO. 12117C 0040E, DATED APRIL 17, 1995, THIS PROJECT LIES WITHIN ZONE X, OUTSIDE THE 100 YEAR FLOOD HAZARD AREA.

9. LANDSCAPING AND IRRIGATION FACILITIES MUST BE INSTALLED IN THE SOUTH SUN DRIVE MEDIAN STRIP PRIOR TO ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY ON THE SITE.

REVISIONS:

PREPARED FOR:

SUNCOR PROPERTIES, INC.
550 N. PALMETTO AVENUE
SANFORD, FL. 32771
PHONE: (407) 688-7644
FAX: (407) 688-7920

ETOR PUD MAJOR AMENDMENT EXHIBIT #1

REGAL POINTE PARK

LOT 1, REGAL POINTE PARK N. & TRACT A, BELLE TERRE

SEMINOLE COUNTY, FLORIDA

Design Service Group, Inc.
Site Planning • Consulting Engineering • Environmental Permitting
Florida Board of Professional Engineers Certificate of Authorization Number: 4220
4009 WEST 1st STREET
SANFORD, FLORIDA 32771
Voice: 407.324.1710 Fax: 407.324.1409 EMail: designservicegroup@cfl.rr.com

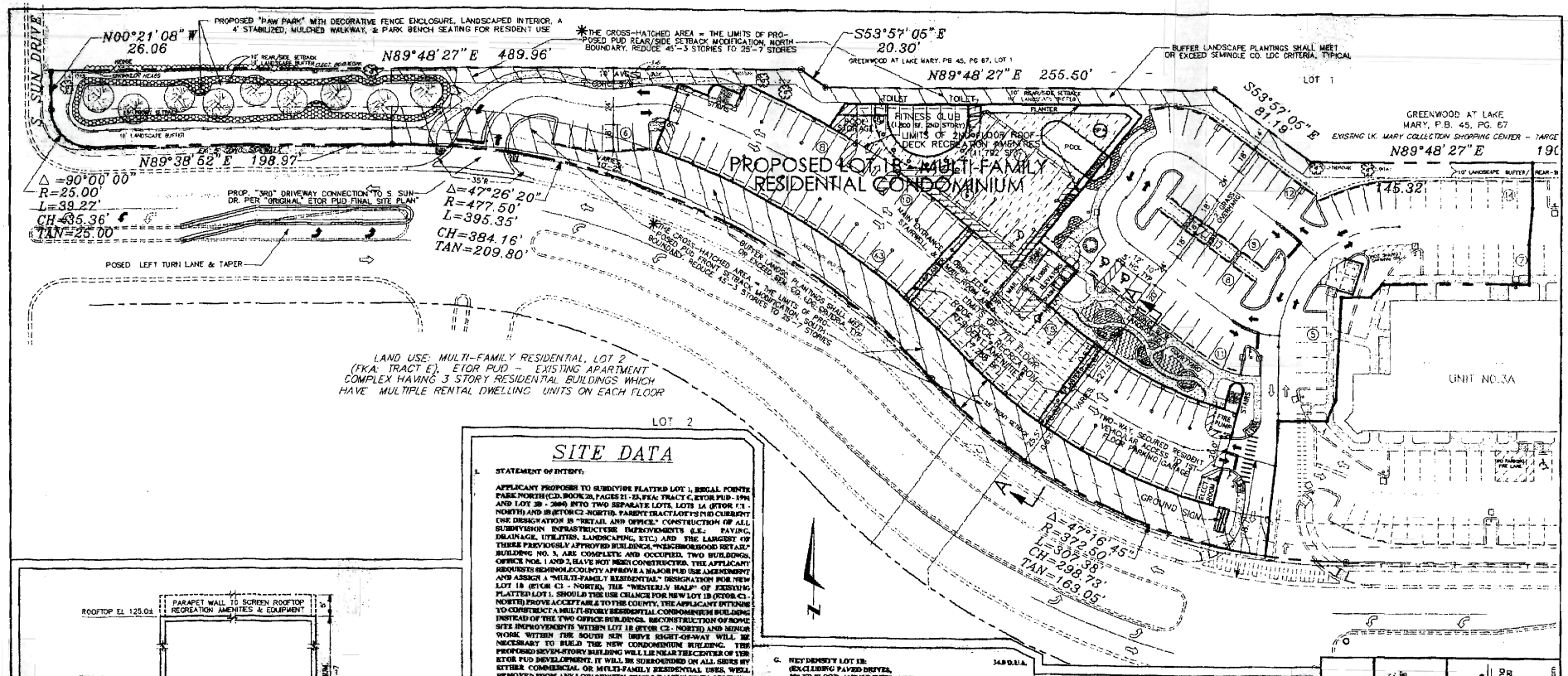
ENGINEER: DEC 1 9 2007

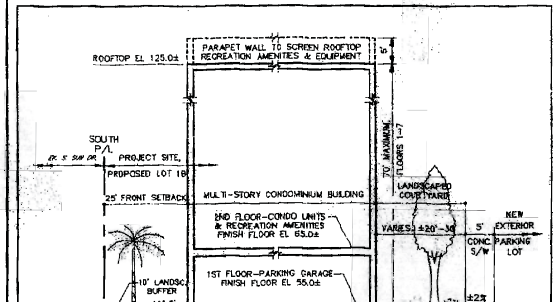
DESIGN:	DRAFT:	CHECK:
RMH	DSG	

PROJECT NO.: 01-042-3N

DATE: OCTOBER, 2006

SCALE: 1" = 60'





SECTION A--A
(PROPOSED LOT 1B)
NTS

*REQUEST FOR PUD BUILDING HEIGHT LIMIT MODIFICATION, APPLICABLE TO PROPOSED LOT 1B, TO ALLOW A MULTI-FAMILY CONDOMINIUM HIGH RISE BUILDING, CONTAINING SEVEN (7) FLOORS, WITH A MAXIMUM HEIGHT OF 80'.

SITE DATA

1. STATEMENT OF INTENT:

APPLICANT PROPOSES TO SUBDIVIDE PLATTED LOT 1, REGAL POINTE PARK NORTH (C.D. BOOK 28, PAGES 21 - 23, FKA: TRACT C, ETOR PUD - 1994 AND LOT 2B - 2000) INTO TWO SEPARATE LOTS, LOTS 1A (ETOR C1 - NORTH) AND 1B (ETOR C2 -NORTH). PARENT TRACT LOT'S PUD CURRENT USE DESIGNATION IS "RETAIL AND OFFICE." CONSTRUCTION OF ALL SUBDIVISION INFRASTRUCTURE IMPROVEMENTS (I.E.: PAVING, DRAINAGE, UTILITIES, LANDSCAPING, ETC.) AND THE LARGEST OF THERE PREVIOUSLY APPROVED BUILDINGS, "NEIGHBORHOOD RETAIL" BUILDING NO. 3, ARE COMPLETE AND OCCUPIED. TWO BUILDINGS, OFFICE NOS. 1 AND 2, HAVE NOT BEEN CONSTRUCTED. THE APPLICANT REQUESTS SEMINOLE COUNTY APPROVE A MAJOR PUD USE AMENDMENT AND ASSIGN A "MULTI-FAMILY RESIDENTIAL" DESIGNATION FOR NEW LOT 1B (ETOR C2 - NORTH). THE "WESTERLY HALF" OF EXISTING PLATTED LOT 1. SHOULD THE USE CHANGE FOR NEW LOT 1B (ETOR C2 - NORTH) PROVE ACCEPTABLE TO THE COUNTY, THE APPLICANT INTENDS TO CONSTRUCT A MULTI-STORY RESIDENTIAL CONDOMINIUM BUILDING INSTEAD OF THE TWO OFFICE BUILDINGS. RECONSTRUCTION OF SOME SITE IMPROVEMENTS WITHIN LOT 1B (ETOR C2 - NORTH) AND MINOR WORK WITHIN THE SOUTH SUN DRIVE RIGHT-OF-WAY WILL BE NECESSARY TO BUILD THE NEW CONDOMINIUM BUILDING. THE PROPOSED SEVEN-STORY BUILDING WILL LIE NEAR THE CENTER OF THE ETOR PUD DEVELOPMENT. IT WILL BE SURROUNDED ON ALL SIDES BY EITHER COMMERCIAL OR MULTI-FAMILY RESIDENTIAL USES, WELL REMOVED FROM ANY LOW DENSITY, SINGLE-FAMILY DEVELOPMENT.

2. ZONING, PUD LAND USE, AND SITE AREAS:

A. EXISTING AND PROPOSED ZONING: NO CHANGE, PUD

B. LOT	ETOR TRACT	LOT AREA	EXISTING PUD USE	PROPOSED PUD USE
1A	C1 NORTH	1.75 ACRES	RETAIL & OFFICE	NO CHANGE, RETAIL AND OFFICE
1B	C2 NORTH	2.81 ACRES	RETAIL & OFFICE	MULTI-FAMILY RESIDENTIAL

3. BUILDING AREAS & DATA:

A. LOT 1A (ETOR C1 - NORTH)-

EXISTING ONE-STORY, MULTI-TENANT NEIGHBORHOOD RETAIL CONDOMINIUM — 32,750 SF = 0.75 ACRES

B. LOT 1B (ETOR C2 - NORTH)-

PROPOSED MULTI-STORY RESIDENTIAL CONDOMINIUM WITH LOWER LEVEL PARKING GARAGE, 1ST FLOOR AREA ONLY — 39,746 SF = 0.91 ACRES

C. TOTAL BUILDING AREA LOT 1B (ETOR C2 - NORTH) (39,989 + 27,348 X 6) — 284,825 SF = 4.68 ACRES

D. FLOOR AREA RATIO (FAR) LOT 1A: (0.75 ÷ 1.75) — 0.37

E. FLOOR AREA RATIO (FAR) LOT 1B: (4.68 ÷ 2.81) — 1.67

F. TOTAL NUMBER OF DWELLING UNITS LOT 1B — 98 D.U.'S

G. NET DENSITY LOT 1B: (EXCLUDING PAVED DRIVES, 100 YR FLOOD, AND/OR WETLANDS) - 98 D.U.'S ÷ (2.81 - 0.46) ACRES — 34.9 D.U.'S.

H. PUD COMMON USEABLE OPEN SPACE, LOT 1B @ 42.0 % - [2.81 (SITE) - 0.46 (DRIVES) - 0.28 (PARKING) - 0.32 (BLDG) - 0.42 (BUFFER) + 0.48 (G. SP. CREDIT)] — 1.18 ACRES

I. MAXIMUM BUILDING HEIGHT:

LOT 1A — 35'
LOT 1B — 75'

4. PARKING:

I. LOT 1A (ETOR C1 - NORTH):

A. NUMBER OF SPACES REQUIRED BY SEMINOLE COUNTY @ 1 SPACE/ 150 SF (32,750 SF/250) — 131 SPACES

B. NUMBER OF SPACES PROVIDED-
10' WIDE TYPICAL SPACES — 126 SPACES
12' WIDE HANDICAP SPACES — 5 SPACES
TOTAL LOT 1A PARKING PROVIDED — 131 SPACES

II. LOT 1B (ETOR C2 - NORTH):

A. NUMBER OF SPACES REQUIRED BY SEMINOLE COUNTY @ 2 SPACES/DWELLING — 196 SPACES

B. NUMBER OF OUTDOOR PAVED SPACES PROVIDED-
10' WIDE TYPICAL SPACES — 69 SPACES
12' WIDE HANDICAP SPACES — 2 SPACES
SUBTOTAL: — 71 SPACES

C. NUMBER OF INDOOR GARAGE SPACES PROVIDED-
9' WIDE TYPICAL SPACES — 93 SPACES
12' WIDE HANDICAP SPACES — 4 SPACES
SUBTOTAL: — 97 SPACES

D. TOTAL LOT 1B PARKING PROVIDED — 168 SPACES

5. LOT 1A AND 1B BUILDING SETBACKS:

FRONT - SOUTH SUN DRIVE (I) — 25'
SIDE - ADJACENT TO OFFICE OR RETAIL (I) — 10'
REAR - ADJACENT TO OFFICE OR RETAIL (I) — 10'
(I) MAXIMUM 1 STORY (35' HT.), LOT 1A AND 7 STORIES (75' HT.), LOT 1B

6. LANDSCAPE BUFFERS, LOTS 1A AND 1B:

A. S. SUN DRIVE — 10'
B. INTERIOR BOUNDARIES — 10', AVERAGE

7. UTILITIES:

A. WATER AND SEWER — SEMINOLE COUNTY
B. OTHERS — SEE COVER SHEET

8. STORM WATER MANAGEMENT FOR THIS PROJECT IS PROVIDED OFF-SITE WITHIN ETOR PUD'S PREVIOUSLY CONSTRUCTED "MASTER" DRAINAGE AND STORM WATER MANAGEMENT FACILITIES, LOCATED ON TRACT "F." THE ETOR PUD MASTER STORM WATER FACILITIES WERE AS PREVIOUSLY PERMITTED BY SEMINOLE COUNTY AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT. THE ETOR PUD MASTER DRAINAGE PLAN ASSUMED 85% MAXIMUM IMPERVIOUS AREA COVERAGE FOR THE PROJECT SITE, LOTS 3 AND 4. ACTUAL IMPERVIOUS AREA COVERAGE PROPOSED FOR ALL LOTS COMBINED IS 66.1%, FAR 1.25 IS LESS THAN ALLOWABLE.

9. PER THE SEMINOLE COUNTY SCS SOILS SURVEY THE ON-SITE SOILS ARE TAVARES MILLHOPPER FINE SANDS (31), 0 TO 5% SLOPES, HYDROLOGIC GROUP A AND ASTATULA-APOPKA FINE SANDS (6), 0 TO 5% SLOPES, HYDROLOGIC GROUP A.

10A. PER FEMA PANEL NO. 12117C 0440E, DATED APRIL 17, 1995, THIS PROJECT LIES WITHIN ZONE X, OUTSIDE THE 500 YEAR FOOD HAZARD AREA.

SURVEY LEGEND

ABBREVIATIONS:

ETOR PUD MAJOR USE AMENDMENT EXHIBIT #2

REVISIONS:

PREPARED FOR:
SUNCOR PROPERTIES, INC.
550 N. PALMETTO AVENUE
SANFORD, FL 32771
PHONE: (407) 688-7644
FAX: (407) 688-7920

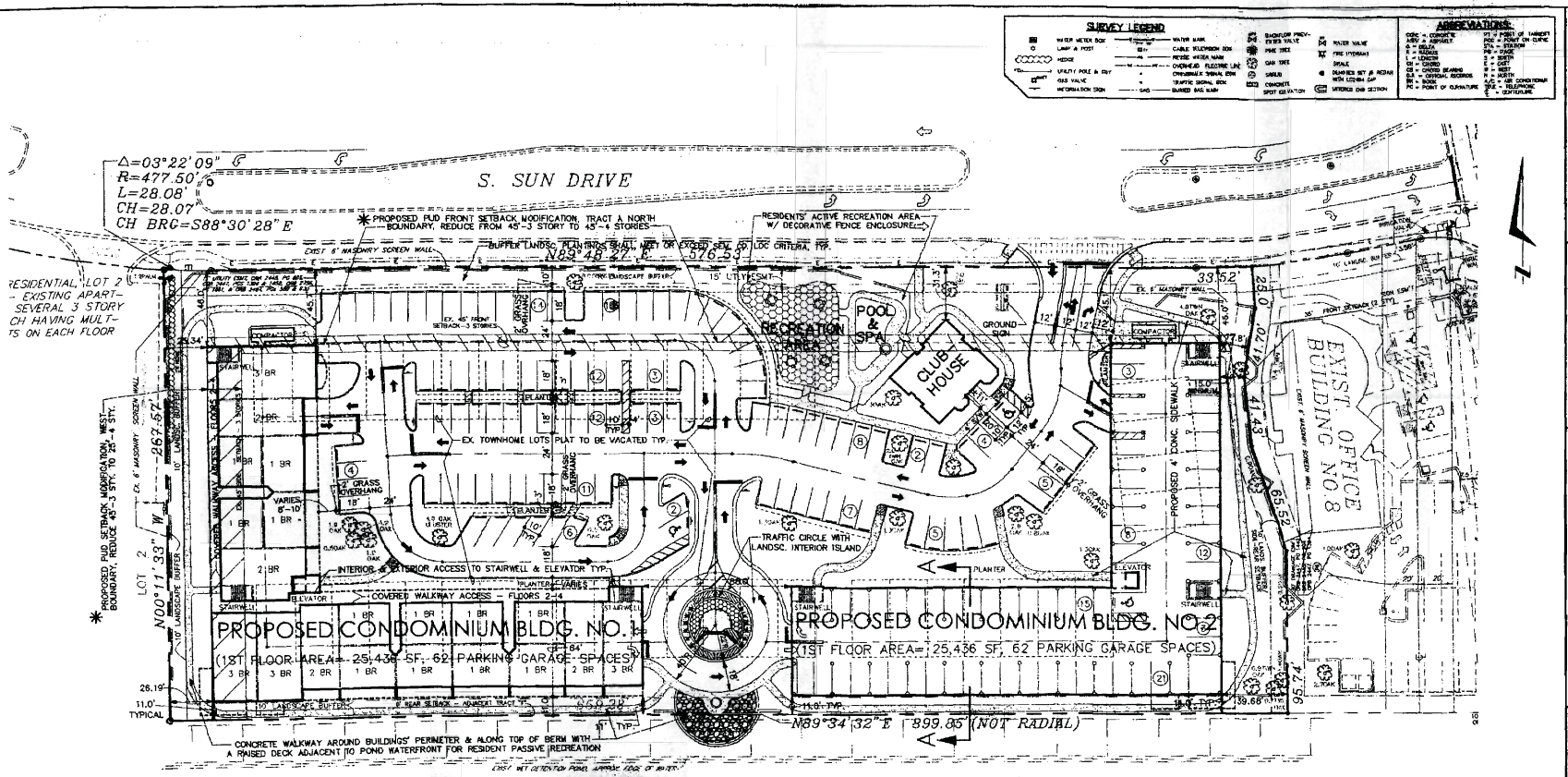
REGAL POINTE PARK
PROPOSED LOT 1B
REGAL POINTE PARK NORTH
SEMINOLE COUNTY, FLORIDA

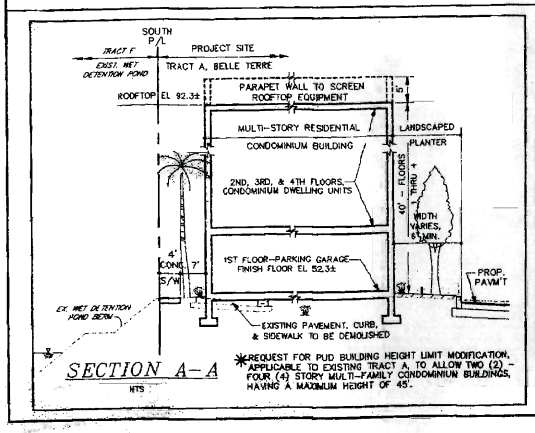
Design Service Group, Inc.
Site Planning • Consulting Engineering • Environmental Permitting
Water Resources • Wetlands Delineation • Wildlife Surveys
4009 WEST 1st STREET
SANFORD, FLORIDA 32771
407.324.1710 Fax: 407.324.1409 Email: designservicegroup@cfbr.com

ENGINEER: [illegible]
FOR THE PERSON IN RC. REG. #41463

DESIGN:	DRAFT:	CHECK:
PNR	DSG	

PROJECT NO.: 01-042-3LUP
DATE: SEPT., 2007
SCALE: 1" = 30'
SHEET: 3 OF 5





*REQUEST FOR PUD BUILDING HEIGHT LIMIT MODIFICATION, APPLICABLE TO EXISTING TRACT A, TO ALLOW TWO (2) - FOUR (4) STORY MULTI-FAMILY CONDOMINIUM BUILDINGS, HAVING A MAXIMUM HEIGHT OF 45'.

SITE DATA

1. STATEMENT OF INTENT:

ON JUNE 8, 2004 THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVED "SIA/PRA/AMENDMENT, AMENDMENT NO.3," TO THE ETOR PUD DEVELOPMENT ORDER. THE APPLICANT, WHO REQUESTED APPROVAL OF THAT AMENDMENT, HAS SINCE COMPLETED ALL SUBDIVISION INFRASTRUCTURE IMPROVEMENTS. HE HAS RECORDED THE SUBDIVISION PLAT, DEVELOPER'S AGREEMENT, AND ASSOCIATION DOCUMENTS, ALL IN ACCORDANCE WITH THE TERMS OF THESE DEVELOPMENT AGREEMENT. ALSO, SINCE THE SITE IMPROVEMENTS WITHIN TRACT A, RIVIERA (ETOR TRACT "CT") WERE COMPLETED, NONE OF THE TOWNHOME BUILDINGS OR INTERNAL ACCESSORY STRUCTURES WERE BUILT (I.E., RECREATIONAL AMENITIES, SIDEWALKS, ETC.). THE APPLICANT DESIRES TO REPLAT TRACT A PRIOR TO VACATE PLATTED TOWNHOME LOTS, DEGRESS/EGRESS ROADWAYS AND TREE/NAMES, AND ANY UTILITY/DRAINAGE EASEMENTS PERTAINING TO TOWNHOME CONSTRUCTION. INSTEAD, THE APPLICANT RESPONDS TO CONSTRUCT TWO - 4 STORY CONDOMINIUM BUILDINGS, NEW PAVED PARKING AND INTERNAL SIDEWALKS, DRAINAGE AND UTILITY SYSTEM MODIFICATIONS, AND ALTERNATE RECREATIONAL AMENITIES WITHIN THE SAME AREA WHERE THE EXISTING ETOR PUD "MULTI-FAMILY RESIDENTIAL" LANDUSE DESIGNATION. REQUESTS FOR ETOR PUD AMENDMENTS TO ALLOW REDEVELOPMENT OF TRACT A AS PROPOSED, ARE LISTED AND DESCRIBED ON SHEET 1.

2. ZONING, PUD LAND USE, AND SITE AREA:

A.	EXISTING AND PROPOSED ZONING:		NO CHANGE, PUD
B.	LOT	LOT AREA	EXISTING PUD LUSE / PROPOSED PUD LUSE
	TRACT A	3.94 ACSMS	MULTI-FAMILY RESIDENTIAL / NO CHANGE, MULTI-FAMILY RESIDENTIAL

3. BUILDING AREAS & SITE USE DATA:

A. PROPOSED MULTI-STORY RESIDENTIAL CONDOMINIUMS WITH LOWER LEVEL PARKING GARAGE FLOOR CLEARANCE. 1ST FLOOR ONLY (25,436 X 2) = 1,268 SF — 1.31 ACRES

B. TOTAL BUILDING AREA (CORNER, 4 FLOORS @ 25,436 SF EACH 3 ft + 1,268 SF (C.R.)) — INCLUD. SF = 4.47 ACRES

C. FLOOR AREA RATIO (FAR): (4.47 AC / 3.94 AC) — 1.19

D. NUMBER OF PROPOSED DWELLING UNITS:
2 BUILDINGS @ 84 D.U. EACH — 168 D.U.'S

E. NET DENSITY:
NET DENSITY (EXCLUDES PAVED DRIVES, 168 TH FLOOR, & WETLANDS - 168 D.U. / (3.94 - 0.75) AC(SS)) — 53.3 D.U.A.

F. MAXIMUM BUILDING HEIGHT — 45'

G. PUD COMMON USEABLE OPEN SPACE:
- REQUIRED @ 25% — 0.99 ACSMS
- PROVIDED @ 29.7% (0.94 (SITE) - 0.75 (WETLNDS) - 0.41 (PARKS) - 1.31 (BLDGS) - 0.40 (BUFFER)) — 1.27 ACSMS

4. PARKING:

A. NUMBER OF SPACES REQUIRED BY SEMINOLE COUNTY @ 2 SPACES/DWELLING — 216 SPACES

B. NUMBER OF OUTDOOR PAVED SPACES PROVIDED:
1.5 WIDE TYPICAL SPACES — 152 SPACES
1.5 WIDE HANDICAP SPACES — 1 SPACE
SUBTOTAL: — 153 SPACES

C. NUMBER OF INDOOR GARAGE SPACES PROVIDED:
9' WIDE TYPICAL SPACES — 120 SPACES
1.5 WIDE HANDICAP SPACES — 2 SPACES
SUBTOTAL: — 122 SPACES

5. BUILDING SETBACKS:

FRONT - ADJACENT TO S. SUN DRIVE
- SINGLE STORY BUILDING (25' ST.) — 25'
- FOUR STORY BUILDING (40' HT.) — 45'

SIDE - ADJACENT TO OFFICE OR RETAIL — 15'

SIDE - ADJACENT TO MULTI-FAMILY RESIDENTIAL — 25'

REAR - ADJACENT TO TRACT "F" — 0'

6. LANDSCAPE BUFFERS:

A. S. SUN DRIVE & EXTERIOR BOUNDARIES — 10'
B. INTERIOR BOUNDARIES — 10', AVERAGE

7. UTILITIES:

A. WATER AND SEWER SERVICES — SEMINOLE COUNTY
B. OTHERS — SEE COVER SHEET

8. STORM WATER MANAGEMENT: FOR THIS PROJECT IS PROVIDED OFF-SITE WITHIN ETOR PUD'S PREVIOUSLY CONSTRUCTED "MASTER" DRAINAGE AND STORM WATER MANAGEMENT FACILITIES LOCATED ON TRACT "F". THE ETOR PUD MASTER STORM WATER FACILITIES WERE AS PREVIOUSLY PERMITTED BY SEMINOLE COUNTY AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT. THE ETOR PUD MASTER DRAINAGE PLAN ASSUMED 50% MAXIMUM IMPERVIOUS AREA COVERAGE FOR THE PROJECT SITE, LOTS 1 AND 4. ACTUAL IMPERVIOUS AREA COVERAGE PROPOSED FOR ALL LOTS COMBINED IS 66.1%, FAR 1.2[illegible] THAN ALLOWABLE.

9. PER THE SEMINOLE COUNTY SCS SOILS SURVEY THE ON-SITE SOILS ARE TAVARES MILLHOPPER FINE SANDS (0), 0 TO 5% SLOPES, HYDROLOGIC GROUP A AND ARTATOLA-APOPKA FINE SANDS (6), 0 TO 5% SLOPES, HYDROLOGIC GROUP A.

10. PER RIVIERA PARCEL, NO. 5811C 0065, DATED APRIL 17, 1995, THIS PROJECT LIES WITHIN ZONE X, OUTSIDE THE 100 YEAR FLOOD HAZARD AREA.

REVISIONS:
10/26/07 REVISE PER CLIENT & SEMINOLE COUNTY DRC COMMENTS
12/07/07 REVISE PER SEMINOLE COUNTY DRC COMMENTS
01/11/08 REVISE PER ADDITIONAL SEMINOLE COUNTY DRC COMMENTS

PREPARED FOR:
SUNCOR PROPERTIES, INC.
5500 PALM ISLE AVENUE
SANFORD, FL 32771
PHONE: (407) 688-7844
FAX: (407) 688-7920

ETOR PUD MAJOR AMENDMENT EXHIBIT NO.3

REGAL POINTE PARK

'TRACT' A, RIVIERA, PB 70, PGS 87-90
SEMINOLE COUNTY, FLORIDA

Design Service Group, Inc.
Site Planning • Consulting Engineering • Environmental Permitting
Member Board of Professional Engineers Certificate of Authorization Number: 4235
4009 WEST 1st STREET
SANFORD, FLORIDA 32771
Phone: 407.324.1710 Fax: 407.324.1409 Email: designservicegroup@cfbrr.com

ENGINEER: [illegible]
REGISTRATION NUMBER: [illegible] DATE: [illegible] 2007
DESIGN: RWH | DRAFT: DSG | CHECK:
PROJECT NO.: 01-042-3LUP
DATE: SEPT., 2007
SCALE: 1" = 30'
SHEET: 4 OF 5

ETOR PROPERTIES
PLANNED UNIT DEVELOPMENT
COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTIONS
APPROVED BY THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
ON JULY 30, 1991

FILED IN OFFICE
CTY COMMISSIONERS
91 AUG 14 AM 11:52
CLERK TO BCC
SEMINOLE CO.
CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY
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°f21'16" 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.

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

TRACT DESIGNATION	LAND USE	AREA	% OF SITE
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	6.32 Acres	7%
	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: _____

Witness: _____

For Seminole County:

Witness: _____

Witness: _____

Chairman of Seminole County
Board of County Commissioners

ETOR PROPERTIES

Planned Unit Development

ADDENDUM #1

ADDENDUM APPROVED ON JUNE 11, 2002

RETURN TO SANDY McCANN

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

TRACT DESIGNATION	LAND USE	AREA	% OF SITE
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	6.32 acres	7%
	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 Courtney

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Coach
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 08, 2002

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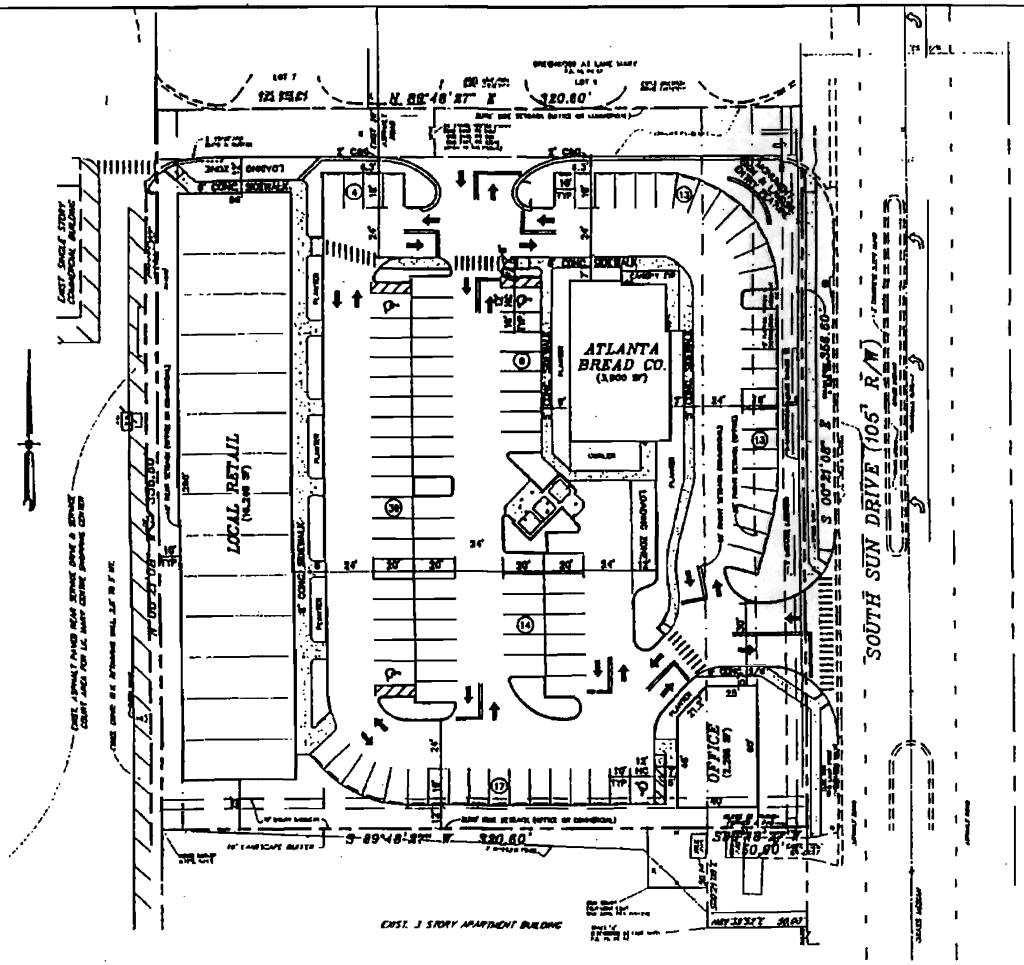
OR BOOK 04488 PAGE 0929

FILE NUM 2002923045
OR BOOK 04488 PAGE 0930



SITE DATA

1. STATEMENT OF INTENT:

APPLICANT RESPECTFULLY REQUESTS APPROVAL OF A MINOR AMENDMENT TO THE ETOR PROPERTY PUD, DEVELOPMENT ORDER NO. 99-047, DATED MARCH 4, 1991 AND AS AMENDED ON DECEMBER 11, 2001. THE AMENDMENT WOULD MODIFY THE ALLOWABLE LAND USE FOR LOT 1, GREENWOOD AT LAKE MARY, PHASE II (FORMERLY REFERRED TO AS TRACT "B" ON THE PUD FINAL MASTER PLAN) FROM "OFFICE, COMMERCIAL, AND RESIDENTIAL" TO "OFFICE AND COMMERCIAL". IF APPROVED, APPLICANT INTENDS TO CONSTRUCT THREE (3) BUILDINGS ON LOT 1. THE BUILDINGS WILL CONTAIN MULTIPLE COMMERCIAL RETAIL SHOPS, A DELI RESTAURANT, AND PROFESSIONAL OFFICE SPACE.

2. EXISTING ZONING: PUD (ETOR PROPERTY PUD)

3. SITE AREA: 2.02 ACRES

4. BUILDING AREAS:

LOCAL RETAIL BUILDING	16,348 SF
ATLANTA BREAD COMPANY	3,900 SF
OFFICE BUILDING	1,300 SF
BUILDING AREA	21,548 SF

5. PARKING:

1. NUMBER OF SPACES REQUIRED BY SEMINOLE COUNTY:

16,648 SF RETAIL AND OFFICE @ 1 SPACE/250 SF	74 SPACES
ATLANTA BREAD COMPANY: 136 SEATS @ 1 SPACE/4 SEATS	34 SPACES
TOTAL NUMBER OF SPACES REQUIRED	108 SPACES

2. NUMBER OF SPACES PROVIDED:

10' WIDE TYPICAL SPACES	104 SPACES
12' WIDE HANDICAP SPACES	4 SPACES
TOTAL NUMBER OF SPACES PROVIDED	108 SPACES

6. LAND USE:

	USE	AREA	% OF SITE
A.	BUILDING AREA	0.50 ACRES	19.8%
B.	PAVEMENT, SIDEWALKS, LOADING, ETC.	1.09 ACRES	43.1%
C.	SUBTOTAL IMPERVIOUS AREA	1.59 ACRES	62.9%
D.	BUFFERS, LANDSCAPE ISLANDS & OTHER PERVIOUS OPEN SPACE	0.93 ACRES	37.1%
E.	TOTALS	2.52 ACRES	100.0%

7. OPEN SPACE:

	USE	AREA	% OF SITE
A.	OPEN SPACE REQUIRED	0.77 ACRES	30.5%
B.	OPEN SPACE PROVIDED ON SITE	0.51 ACRES	19.8%
C.	OPEN SPACE CREDIT FROM OFF SITE TRACT "F"	0.81 ACRES	32.1%
D.	TOTAL OPEN SPACE PROVIDED INCLUDING CREDIT	1.32 ACRES	52.1%

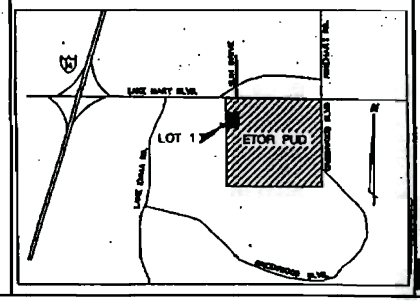
8. UTILITIES:

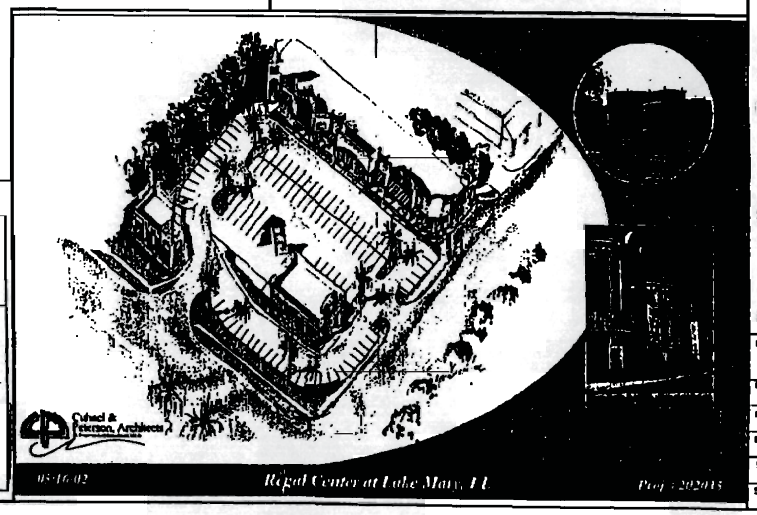
A.	WATER & SEWER	SEMINOLE COUNTY
B.	OTHERS	SEE COVER SHEET
C.	ON-SITE WATER MAINS, SERVICES, SEWER MAINS, LATERALS, ETC. SHALL BE PRIVATELY OWNED AND MAINTAINED.	

9. STORMWATER MANAGEMENT:

STORMWATER MANAGEMENT FOR THIS PROJECT IS PROVIDED OFF SITE WITHIN PREVIOUSLY CONSTRUCTED "MASTER" TREATMENT FACILITIES LOCATED ON TRACT "F", AS PREVIOUSLY PERMITTED BY SEMINOLE COUNTY AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

VICINITY MAP





ABBREVIATIONS:

PREPARED FOR:
SUNCOR PROPERTIES, INC.
160 INTERNATIONAL PARKWAY
SUITE 280
HEATHROW, FLORIDA 32746
(407) 829-3400

ETOR PUD MINOR AMMENDMENT EXHIBIT

REGAL CENTRE

LOT 1, GREENWOOD AT LK MARY

SEMINOLE COUNTY, FLORIDA

Design Service Group, Inc.
Site Planning • Consulting Engineering • Environmental Permitting
34 [illegible] 5TH GRANT STREET
LON[illegible]D, FLORIDA 32750
Phone: (407)331-3773 Fax: (407)830-0078 E-Mail: designgroup@mcsoftware.com

ENGINEER

DESIGN	DRAFT	CHECK
RMH	DSG	

PROJECT NO. 01016H

DATE NOV., 2001

SCALE 1" = 30'

SHEET 1 OF 1

RETURN TO SANDY McCANN

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%
	TOTAL	**90.20 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.

12.41

IV. SPECIFIC USES

Residential (Tract E): Will comply with Seminole County R-4 zoning plus an additional use permitted will be day care facilities.

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

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eve Roach
DEPUTY CLERK

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
TOTAL OPEN SPACE	24.22 acres

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 8th day of June, 2004.

By: _____

Daryl G. McLain
Chairman
Seminole County Board of County Commissioners

MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
FEBRUARY 6, 2008

Members present: Matthew Brown, Ben Tucker, Melanie Chase, Dudley Bates and Kim Day.

Members absent: Walt Eismann and Rob Wolf

Also present: Tina Williamson, Assistant Planning Manager; Austin Watkins, Senior Planner; Tony Walter, Principal Planner; Cynthia Sweet, Senior Planner; Tony Nelson, Senior Engineer; Kathy Furey – Tran, Assistant County Attorney; Dori DeBord, Director of Planning and Development; and Candace Lindlaw-Hudson, Clerk to the Commission.

Etor PUD Major Amendment; Robert Horian, Suncor Properties Inc., applicant; 16.29 ± acres; PUD (Planned Unit Development) Major Amendment for a change of use from Office to Multi-Family and Revised Final Master Plan; located on S. Sun Drive approximately 900 feet west of Greenwood Lakes Blvd; (Z2006-78)

Commissioner Henley – District 4
Austin Watkins, Senior Planner

Mr. Watkins introduced the ETOR PUD (Planned Unit Development) Major Amendment for 6.75 ± acres, located on S. Sun Drive approximately 900 feet west of Greenwood Lakes Blvd.

Mr. Watkins stated that the PUD was originally approved in 1994 as a multi-use Office, Retail and Multi-Family PUD.

Tract "C" is approved for 5.47 acres of Office, 3.00 acres of Neighborhood Commercial and 3.94 acres of attached single-family dwellings. The applicant proposes to change the uses for Tract "C" from Office and attached single-family to multi-family and increase the maximum allowable building height and densities.

There are two separate tracts. A 7-story condo is proposed on Tract C-2, which is the northern tract, and a 4-story unit on Tract C-4 to the south.

The applicant is proposing to reduce the office uses allowed from the approved 5.47 acres to the existing-built 2.53 acres of office and allow for a seven-story (six floors of residential on top of one floor of parking) 80 dwelling unit condominium development to be constructed on the remaining 2.94 acres of Tract C-2. The net density is 34.04 dwelling units per net buildable acre and maximum building height is 7-stories or 75 feet.

In 2004, Tract C-4 was approved for 39 individually platted townhomes at a net density of 12.22 dwelling units per net buildable acre. The applicant is also requesting to change the 3.94 acres approved for townhomes to condominiums and increase the number of approved dwelling units from 39 to 108 and maximum building height to 4-stories or 45 feet.

The PUD limits the maximum building height of residential development adjacent to Tract "F" (retention pond to the south) to two stories and all other residential development to 35 feet and three stories.

The surrounding property within the ETOR PUD includes commercial (C-1 and CN uses), multi-family and professional office uses. The property to the north and east of the subject property is approved for commercial and professional office uses. South of the subject properties are a retention pond (Tract F), single-family and multi-family developments within the Greenwoods Lakes PUD and ETOR PUD. Tract E of the ETOR PUD is located south of Tract C-2 and abuts Tract C-4 on the western property boundary. Tract E is approved for multi-family residential and has a maximum building height of 35 feet and a net buildable density of 17.6 dwelling units per acre.

The Seminole County Comprehensive Plan, Vision 2020 Policy FLU 2.11 provides a methodology for determining compatibility in the Planned Unit Development (PUD) Zoning Classification. The policy states that, "compatibility may be achieved by application of development standards such as, but not limited to, lot size, setbacks, buffering, landscaping, hours of operation, lighting and building heights."

In addressing the density within the proposal Mr. Watkins stated that Tract C-2 is 2.94 acres and is currently approved for office uses. The requested Major Amendment would allow 80 condominium units in a seven - story building. The proposed net density for Tract C-2 is 34.04 dwelling units per net buildable acre and the requested maximum building height is 75 feet. The maximum densities within a ½ mile radius from the site range from 3.0 to 17.6 dwelling units per acre. Tract E, immediately south of Tract C-2 across Sun Drive, contains a 3-story apartment complex with a net density of 17.6 dwelling units per acre. The proposed Major Amendment represents an increase in net density from 17.6 dwelling units per net acre on Tract E to 34.04 dwelling units per acre on Tract C-2, which is an almost 100% increase. At the same time, the applicant is also requesting to reduce the required setback adjacent to Sun Drive, across from Tract E, from 35 feet to 25 feet, with a 10-foot landscape buffer.

Tract C-4 is 3.94 acres and in 2004, it was approved for 39 individually platted townhomes at a net density of 12.22 dwelling units per net buildable acre. The requested Major Amendment is for 108 condominiums with a net density of 33.9 dwelling units per net buildable acre and a maximum building height of 45 feet. The proposed amendment represents a nearly 100% increase from the

established density of 17.6 dwelling units per acre in Tract E, which is adjacent to Tract C-4 on the western property line. At the same time, the applicant is also requesting to reduce the required setback adjacent to Tract E (west), from 35 feet to 25 feet and the setback adjacent to Tract F (south) from 35 feet to 0 feet.

In addressing the building height in the area surrounding the subject property, Mr. Watkins pointed to a maximum building height of 35-feet within unincorporated Seminole County. The surrounding properties in the City of Lake Mary have a maximum building height of 40 feet to 55 feet 6 inches. The tallest building within a ½ mile radius of the subject property is the Sandefur Professional Office Building, located at 740 North Sun Drive. The Sandefur building is approved for a maximum building height of four stories, not to exceed 55 feet and 6 inches and was approved as a conditional use by the City of Lake Mary.

The proposed Major Amendment is for a 75-foot building on Tract C-2 and a 45-foot tall building on Tract C-4. The proposed 75 feet height constitutes an increase of 20 feet and four stories above the maximum building height approved for the Sandefur building. Additionally, the proposed amendment would result in an increase in the maximum allowable building height from 35 feet on Tract E to 75 feet on Tract C-2. The increase in maximum allowable building height for Tract C-2 versus Tract E represents over a 100% increase in maximum allowable building height. It would also allow 45 feet, four story buildings adjacent to Tract F, with a 0-foot setback. All development adjacent to Tract F is currently limited to a maximum of two stories, with a 35-foot setback.

The proposed setbacks are also not consistent with surrounding properties. The Sandefur building has a setback of 80 feet from Sun Drive and has a maximum building height of 4-stories or 55 feet and 6 inches. Tract E of the ETOR PUD has a 45-foot setback from Sun Drive and has a maximum allowable building height of 35 feet.

Mr. Watkins stated that staff has determined that the proposed increases in density and building height, coupled with the proposed setback reductions, do not provide an appropriate transition to adjacent properties and are not compatible with surrounding development patterns. The proposal constitutes nearly a 100% increase in net density for Tract C-2 and C-4, as well as building height, versus any currently approved developments within a ½-mile radius of the site. The proposed building heights are also not consistent with the surrounding one-story retail developments to the north and east and three-story residential development to the south and west.

Staff recommendation is for denial of the PUD Major Amendment, Revised Final Master Plan and Addendum # 3 to the ETOR PUD Developer's Commitment Agreement, for 6.75+ acres, located on S. Sun Drive approximately 900 feet west of Greenwood Lakes Boulevard.

Ronald Henson with Design Services Group is the project engineer. Mr. Henson stated that there are density increases in the two areas under examination, but the net density of the PUD as a whole has not increased. The PUD is a multi-use development. Mr. Horian has been developing the commercial aspects of the PUD. Mr. Henson demonstrated on an overhead map the developed areas of the PUD and surrounding areas. He stated that Mr. Horian would like to change the nature of two small undeveloped areas of the PUD, which already have the infrastructure in place. The changes being made tonight will not change the vested trips. The two office buildings that are not going to be built were to be a three-story medical building and a single story office building. Tract C-4 had 36 townhomes which will be replaced with two four-story free standing structures.
This will reduced the floor space occupied and increase the open space. Open space will be amenitized with interconnecting drives and pedestrian ways. A variety of uses will be available to the residents of the area. Such high intensity uses are recommended by the County in the areas of high use. Mr. Henson stated that the proposed developments would be well screened from the residential areas to the south and to Lake Mary Boulevard. He showed pictures with projected views of the proposed buildings. Mr. Henson stated that the buildings will not stand out. The seven-story building has the first floor as parking garage topped by a health spa and swimming pool area. The roof will have some resident amenities. We are trading medical office use for residential use. This PUD is almost 20 years old, and times change. This is more appropriate for the needs now. There is an abundance of townhomes. Mr. Henson said that the East Central Florida Regional Planning Council recommends less urban sprawl, less building area coverage, more preservation of green areas, and traffic contained in areas which accommodate the flow. This will be a good component to the existing PUD. The unit sizes range from 1,800 square feet to 2,500 square feet.

Bob Horian said that this is the last of the 40-acre tract he is developing. It is the center of the area, with 5 banks and 20 restaurants. Townhomes with two or three stories of staircases do not seem to be in vogue today. They are not selling. Subdivisions are sitting dormant. People want flats today. People like things one level with elevators servicing the building instead of stairs. There are two levels of development between the buildings. The tower will be luxury living with concierge service. The other building will be smaller, more affordable units. There projects are highly amenitized, which is what the County wants. The East Central Florida Regional Planning Group did a study of the area and this development comes out of that study.

No one spoke from the audience.

Commissioner Chase stated that this development is very large.

Commissioner Day asked if there were emergency vehicles that could service seven-story buildings in the area.

Mr. Watkins did not know what height the emergency vehicles could access.

Commissioner Day stated that the trucks that serve a seven-story building are different from those that service a three-story building.

Commissioner Brown said that by taking out office building uses we are "eating our seed corn." Office buildings have less demands on our infrastructure than residential uses. We are looking at a negative here. The density of going from 39 units to 108 units is a concern.

Commissioner Tucker said that there is a classic argument about smart growth with infill projects differing from established existing uses in character. This does not appear to be the type density that was anticipated in the area.

Commissioner Bates concurred with Commissioner Tucker. This has redeeming qualities, but it is too intense for the area.

Commissioner Bates made a motion to deny of the PUD Major Amendment, Revised Final Master Plan and Addendum # 3 to the ETOR PUD Developer's Commitment Agreement, for 6.75 + acres, located on S. Sun Drive approximately 900 feet west of Greenwood Lakes Blvd, based on staff findings.

Commissioner Chase seconded the motion.

The motion passed 5 – 0.

Seminole County Public Schools
School Impact Analysis
School Capacity Determination

To: Seminole County Board of County Commissioners

From: George Kosmac, Deputy Superintendent, Seminole County Public Schools

Date: January 18, 2008

RE: **ETOR PUD Major Amendment**

Seminole County Public Schools (SCPS), in reviewing the above future rezone request, has determined that if approved, the new zoning designation/PUD amendment would have the effect of increasing residential density, and as a result generate additional school age children.

Description – Two parcels located on S. Sun Drive approximately 900 feet west of Greenwood Lakes Blvd. The applicant is requesting a major amendment to the existing PUD zoning approval. The applicant is proposing Conversion of a Retail Tract to High Density Residential (80 units) and increase of allowed density of another Tract from 39 units to 108 units. Parcel ID #: 18-20-30-520-0100-0000+; 18-20-30-521-0A00-0000.

Based on information received from Seminole County Planning and from the staff report for the request, SCPS staff has summarized the potential school enrollment impacts in the following table:

Type	Concurrency Service Area	Enrollment	Capacity	Students Generated by Project	Programmed 3 Year Additions	Reserved Capacity	Remaining Capacity
Elementary	E-9	5015	4999	20	1003	0	967
Middle	M-1	3739	3950	10	0	0	201
High	H-1	6377	6685	12	0	0	296

Comments:

The students generated at the three CSA levels would at this point be able to be accommodated without exceeding the adopted levels of service (LOS) for each school type. The planned expansions/additions in the current five-year capital plan would provide additional student capacity to relieve the affected schools.

Review and evaluations performed on proposed future land use changes and rezones do not guarantee that the developments subject to this declaration are exempt from the school concurrency requirement, which is effective as of January 1, 2008. Any newly platted developments and any subsequent approvals may affect the provision of concurrent school facilities at the point of final subdivision approval, including the potential of not meeting statutory concurrency requirements based on future conditions.

Terms and Definitions:

Capacity: The number of students that can be satisfactorily accommodated in a room at any given time and which, is typically a lesser percentage of the total number of student stations. That percentage factor is typically referred to as the "Utilization Factor". The capacity of a campus is therefore determined by multiplying the total number of student stations by the utilization factor (percentage). NOTE: Capacity is **ONLY** a measure of space, not of enrollment.

Class Size Reduction (CSR): Article IX of the Florida Constitution requires the legislature to "make adequate provision" to ensure that by the beginning of the 2010 school year, there will be a sufficient number of classrooms for a public school in core related curricula so that:

i) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students;
ii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and
iii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students

Concurrency Service Area (CSA): A geographic unit promulgated by the School Board and adopted by local governments within which the level of service is measured when an application for residential development is reviewed for school concurrency purposes.

Florida Inventory of School Houses (FISH): The numbering and data collection system developed and assigned through the Department of Education for land parcels, buildings, and rooms in public educational facilities. Based upon district data entry, FISH generates the student station counts and report data for school spaces throughout the districts and the State.

Full Time Equivalent (FTE): A calculation of student enrollment conducted by The Florida Department of Education (FDOE) authorized under Section 1011.62, Florida Statutes to determine a maximum total weighted full-time equivalent student enrollment for each public school district for the K-12 Florida Educational Funding Program (FEFP).

Level of Service Standard (LOS): A standard or condition established to measure utilization within a concurrency service area. Current Level of Service is determined by the sum of the FTE student count at the same type of schools within a concurrency service area, divided by the sum of the permanent FISH capacity of the same type of schools within a concurrency service area. Projected or future Level of Service is determined by the sum of the projected COFTE enrollments at the same type of schools within a concurrency service area, divided by the sum of the planned permanent FISH capacity of the same type of schools within a concurrency service area."

Projected Number of Additional Students: is determined by applying the current SCPS student generation rate (calculated by using US Census data analysis) to the number and type of units proposed. The number of units is determined using information provided by the County and/or from the applicant's request. If no actual unit count is provided the unit count is then estimated based on the maximum allowable density under the existing/proposed future land use designation.

Reserved Capacity: School capacity that is assigned to a proposed project once it has received a final development approval for the project's development application.

School Size: For planning purposes, each public school district must determine the maximum size of future elementary, middle and high schools. Existing school size is determined solely through FISH data. Seminole County Public Schools has established the sizes of future schools (with the exception of special centers and magnet schools) as follows:

i) Elementary: 780 student stations
ii) Middle: 1500 student stations
iii) High: 2,800 student stations

Students Resulting from Recently Approved Developments is the sum of students generated from residential developments receiving plats or final approved site plans since the January 1, 2008 implantation date for school concurrency. Student enrollment changes due to existing housing are excluded from these totals.

Student Stations: The actual number or count of spaces contained within a room that can physically accommodate a student. By State Board Rule, the student station count is developed at the individual room level. Prior to Class Size Reduction (CSR), the number of student stations assigned to a room was dependent upon the room size and the particular the instructional program assigned to the room. This is no longer the case for core curricula spaces (see e. below). The total number of student stations at a campus is determined by the cumulative student station count total of the rooms at the campus that are assigned student station counts.

Utilization: A State Board Rule prescribed percentage of student stations that a room (and proportionately, a school and school district) can satisfactorily accommodate at any given time. From a school/campus analysis perspective, "utilization" is determined as the percentage of school enrollment to capacity. Current DOE established K-12 utilization factors are as follows:
Elementary 100%, Middle 90%, High 95%

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Orange Blvd. PUD 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, rezone ordinance from PUD (Planned Unit Development) to PUD (Planned Unit Development), Revised Preliminary Master Plan and Revised and Restated Development Order for 22.3 + acres, located approximately 230 feet west of the intersection of Orange Blvd. and Dunbar Ave., based on staff findings (KBC Development, applicant); or

2. Deny the requested PUD Major Amendment for 22.3 + acres, located approximately 230 feet west of the intersection of Orange Blvd. and Dunbar Ave., (KBC Development, applicant); or

3. Continue the item to a time and date certain.

District 5 Brenda Carey Austin Watkins

BACKGROUND:

On November 15, 2005 the Board of County Commissioners rezoned the subject property from A-1 (Agriculture) to PUD (Planned Unit Development). The Orange Blvd Property PUD allows for C-1, C-2 and M-1 uses and Special Exceptions within those zoning districts, however, the approved Development Order prohibits outdoor advertising signs.

At this time, the applicant is requesting to remove outdoor advertising signs as a prohibited use and enter into a voluntary billboard agreement with the County, pursuant to Section 30.1253 of the Seminole County Land Development Code to allow for the erection of one billboard on the KBC property in exchange for the removal of two legal non-conforming billboards on the KBC property and one legal non-conforming billboard on an adjacent piece of property (Featherlite property).

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:

The Planning and Zoning Commission met on February 6, 2008 and voted 3 to 2 to recommend approval of the requested PUD Major Amendment, rezoning ordinance from PUD (Planned Unit Development) to PUD (Planned Unit Development), Revised Preliminary Master Plan and Revised and Restated Development Order for 22.3 + acres, located approximately 230 feet west of the intersection of Orange Blvd. and Dunbar Ave.

STAFF RECOMMENDATION:

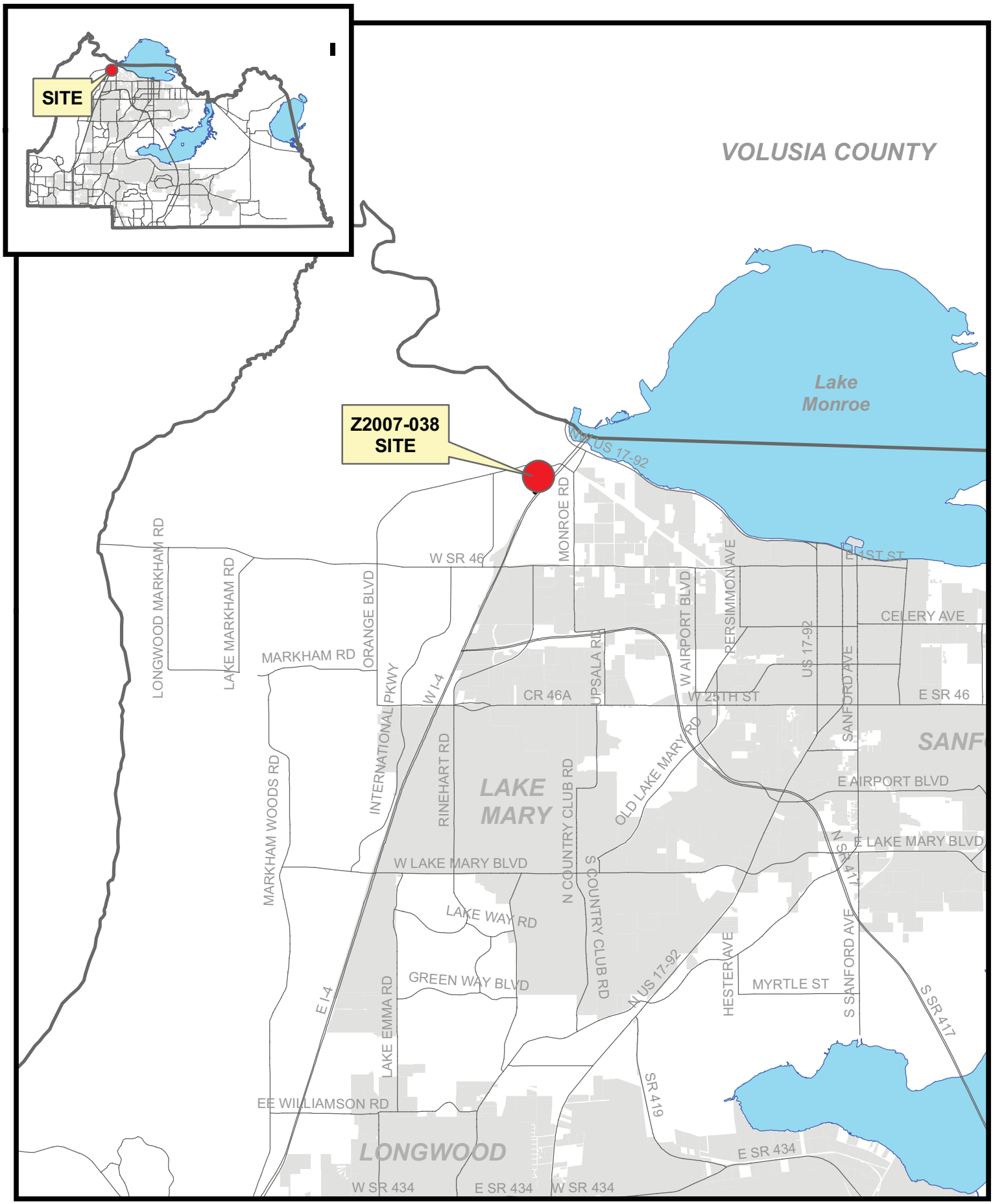
Staff recommends the Board approve the requested PUD Major Amendment, rezone ordinance from PUD (Planned Unit Development) to PUD (Planned Unit Development), Revised Preliminary Master Plan and Revised and Restated Development Order for 22.3 ± acres, located approximately 230 feet west of the intersection of Orange Blvd. and Dunbar Ave.

ATTACHMENTS:

1. Location Map
2. Zoning and Future Land Use Map
3. Aerial Map
4. Revised Preliminary Master Plan
5. Revised & Restated Development Order
6. Rezone Ordinance
7. 2005 Development Order
8. Planning and Zoning Minutes

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



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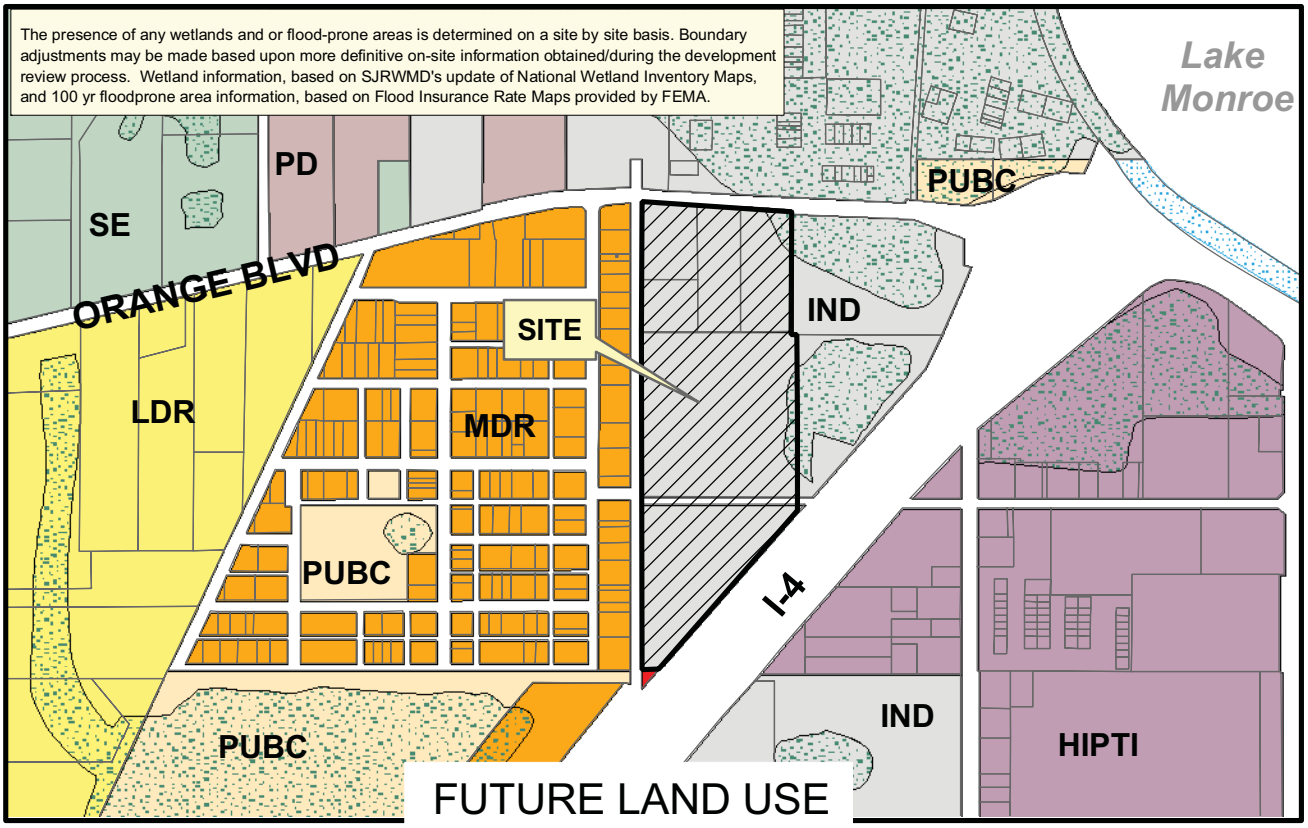
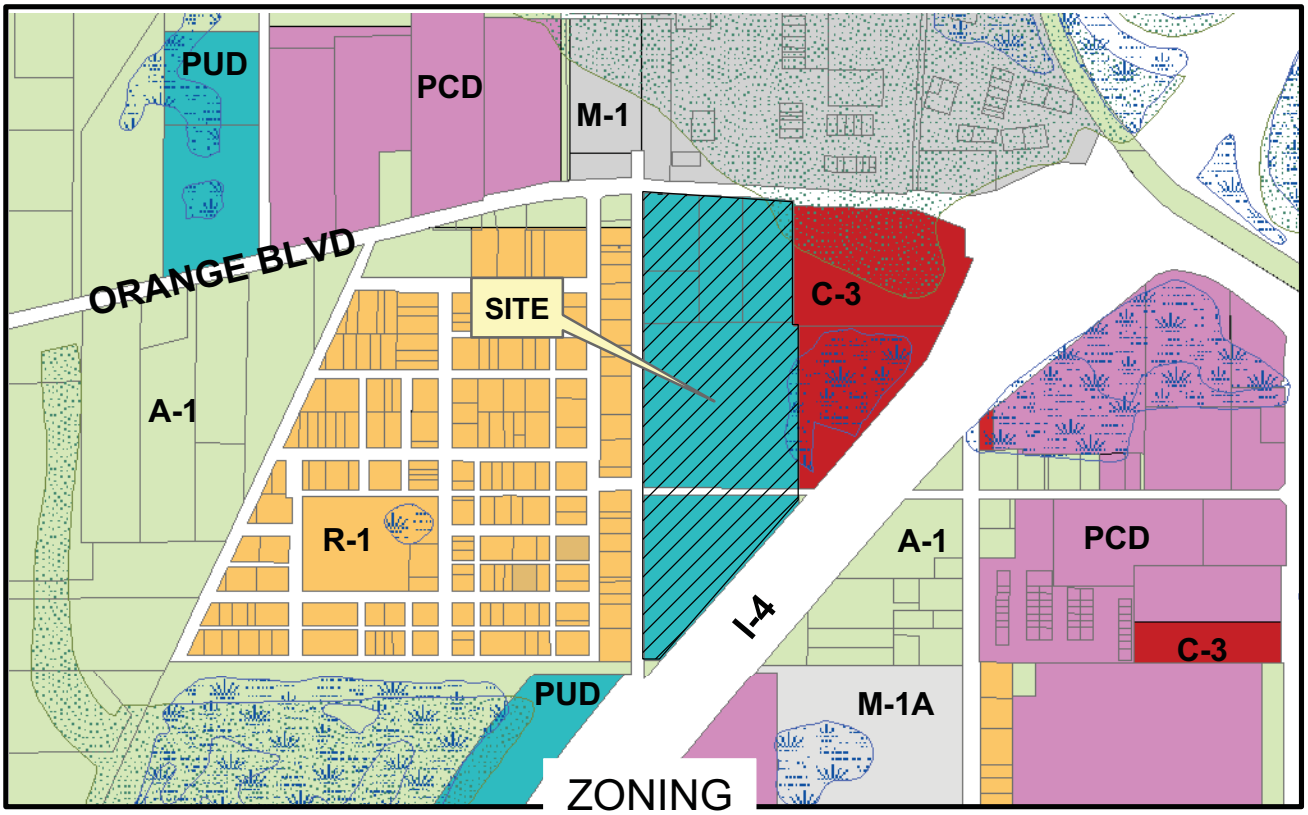


LDR MDR SE IND HIPTI Site Municipality CONS

Applicant: Michael Good
Physical STR: 16-19-30 &21-19-30
Gross Acres: 22.3 +/- BCC District: 5
Existing Use: vacant
Special Notes: PUD Major Amendment

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2007-038	PUD	PUD



Site A-1 R-1 C-3 PUD PCD FP-1 W-1

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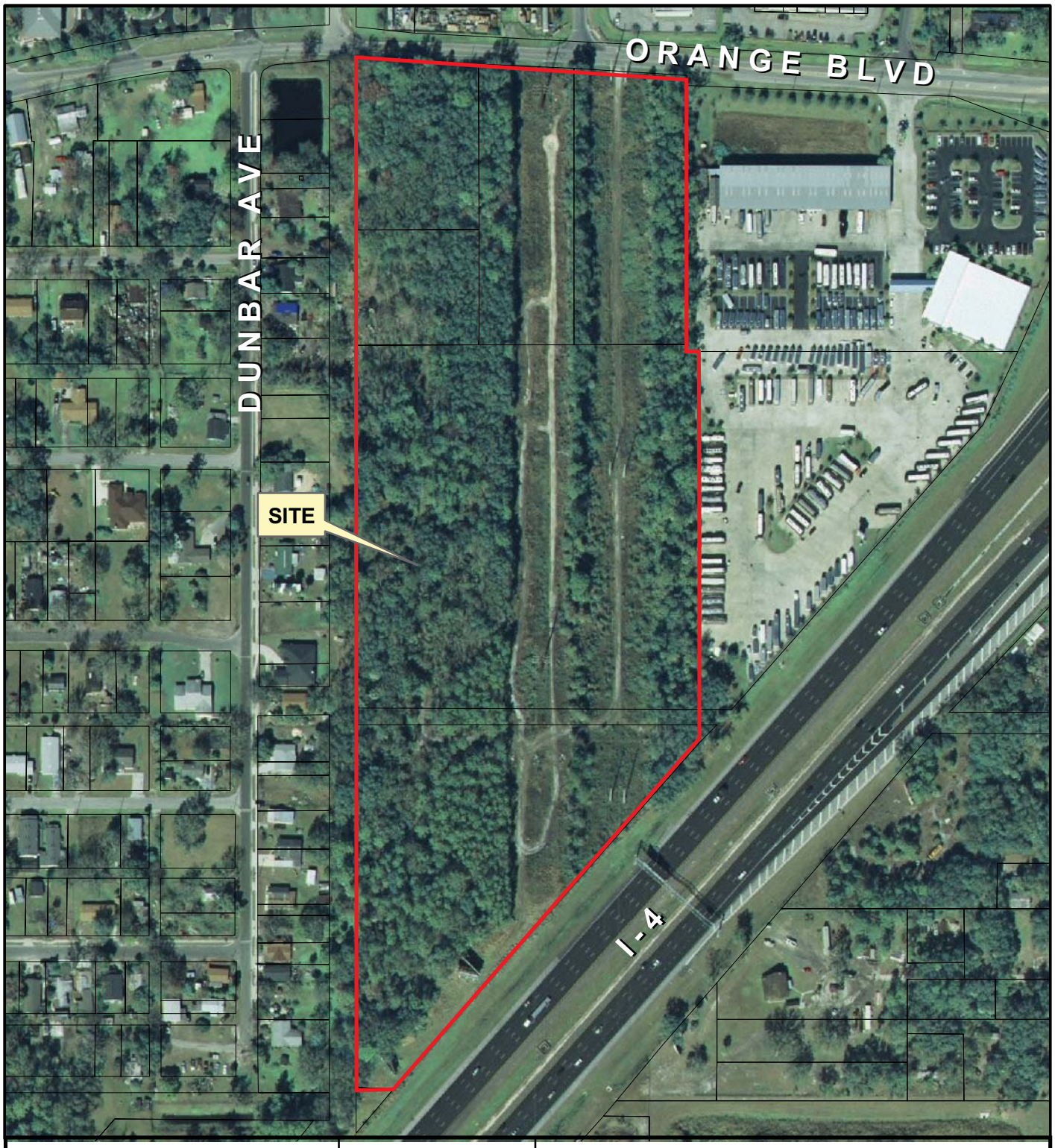

Rezone No: Z2007-038

Parcel

Subject Property

Winter 2006 Color Aerials

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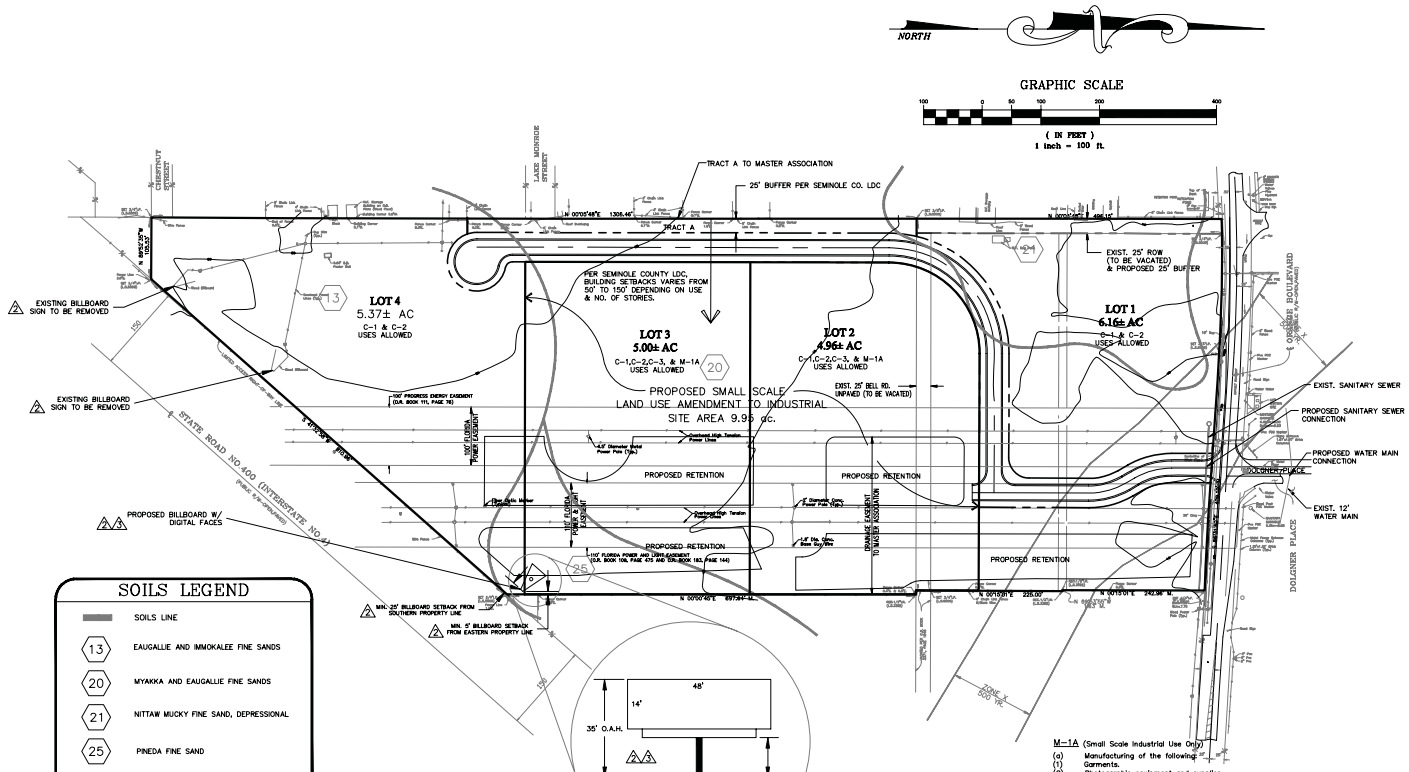
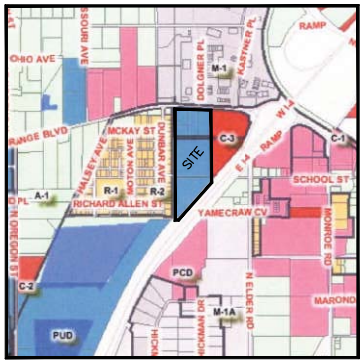
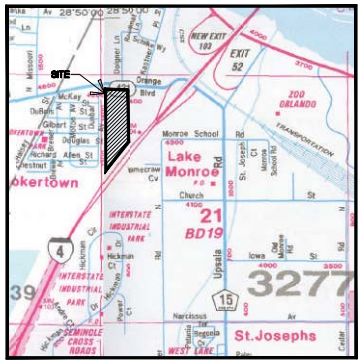


SOILS LEGEND

- SOILS LINE
- 13 — EAUGALLIE AND IMMOKALEE FINE SANDS
- 20 — MYAKKA AND EAUGALLIE FINE SANDS
- 21 — NITTAW MUCKY FINE SAND, DEPRESSIONAL
- 25 — PINEDA FINE SAND



ZONING MAP
N.T.S.



VICINITY MAP
N.T.S.

SITE DATA:

1. EXISTING ZONING: A-1
2. PROPOSED ZONING-PUD
3. EXISTING LAND USE-COMMERCIAL
4. PROPOSED LAND USE-COMMERCIAL AND INDUSTRIAL (SEE HATCHED AREA)
5. EXISTING SITE CONTAINS 22.30± ACRES
6. PROPOSED DEVELOPMENT: COMMERCIAL/INDUSTRIAL-SEE DEVELOPMENT ORDER.
7. MAXIMUM BLDG HEIGHT = 35 FT.
8. BUILDING SETBACKS:
   FRONT: 25 (UNLESS BUFFER IS LARGER)
   REAR: 10
   SIDE: 0
9. FEMA: PORTION OF THE NORTH EAST CORNER FALLS WITHIN ZONE X (500 YR.) THE REST OF THE SITE FALLS OUTSIDE THE 500 YR.
10. PROPOSED RIGHT-OFWAY = 50 FT. (PUBLIC)
11. PROPOSED ON-SITE PAVEMENT = 24 FT.
12. A PROPERTY OWNERS ASSOCIATION WILL BE ESTABLISHED TO MAINTAIN ALL COMMON AREAS.
13. ADEQUATE FIRE PROTECTION WLL BE PROVIDED PER SEMINOLE COUNTY CODE.
14. MAXIMUM SQUARE FOOTAGE TO ADHERE TO SEMINOLE COUNTY LDC.
15. PROPERTY COULD BE SUBDIVIDED AT A LATER DATE DEPENDING ON THE EVENTUAL END USERS.
16. SEE ATTACHED ENVIRONMENTAL REPORT FOR WETLANDS DATA. ANY POTENTIAL WETLAND IMPACTS TO BE ADDRESSED AT FINAL ENGINEERING.

PERMITTED USE DATA

C-1 (Entire Property)

(a) Any use permitted in the CS District.
(b) Amusement and commercial recreation within an enclosed building.
(c) Appliance stores.
(d) Bakeries, where all goods are sold on premises at retail.
(e) Banks.
(f) Churches.
(g) Day nurseries, kindergartens.
(h) Employment agencies.
(i) Funeral homes.
(j) Furniture stores.
(k) Hardware stores.
(l) Launderettes and laundromats.
(m) Pet stores.
(n) Plant nurseries.
(o) Private clubs and lodges.
(p) Quick print shops.
(q) Radio and television broadcasting studios, excluding towers.
(r) Radio and television sales and service.
(s) Restaurants, but not drive-in.
(t) Theatres, but not drive-in.
(u) Multifamily housing – such as condominiums, apartments and townhouses of medium to high density. Density and design criteria must conform to the standards for properties assigned the R-3 zoning classification.
(v) Above-store or above-office flats.
(w) Dry cleaners utilizing a Perman R308 dry cleaning machine or machine, found to be similar in nature by the Planning Manager, which provide dry cleaning services to only those customers bringing clothing and other materials to the site for service; provided, however, that this provision shall not apply to dry cleaning businesses with pick-up service or satellite facilities or to a dry cleaning plant.
(x) Veterinary clinics with no overnight boarding except for animals being treated on the premises at the time of their boarding.
(y) Communication towers when camouflage in design.

C-2 (Entire Property)

(a) Any use permitted in the C-1 District.
(b) Amusement and recreational facilities.
(c) Building and plumbing supplies.
(d) Car wash.
(e) Furniture warehouse with retail sales.
(f) Hotels and motels.
(g) Marine sales and service.
1 (h) Mobile home and recreational vehicle sales. (service/repair/interior build-out)
(i) Outdoor advertising signs.
(j) Parking garages.
(k) Printing and book binding shops.
(l) Automobile sales with no repair facilities.
(m) Veterinary hospitals and kennels.
(n) Multifamily housing – such as condominiums, apartments and townhouses of medium to high density. Density and design criteria must conform to the standards for properties assigned the R-3 zoning classification.
(o) Above-store or above-office flats.
(p) Communication towers when camouflage in design.
(q) Bed and Breakfast establishments.

C-3 (Small Scale Industrial Use Only)

(a) Any use permitted in the C-2 District excluding public or private elementary schools, middle schools, and high schools.
(b) Bakeries.
(c) Bottling and distribution plants.
(d) Cold storage and frozen foodlockers.
(e) Contractors' equipment-storage yards.
(f) Feed stores.
(g) Greenhouses – wholesale.
(h) Industrial trade schools.
(i) Laundry and dry-cleaning plants.
(j) Lithography and publishing plants.
(k) Lumber yards.
(l) Machinery sales and storage.
(m) Mechanical garages, bus, cab and truck repair, and storage.
(n) Paint and body shops.
(o) Plumbing shops.
(p) Trade shops, such as, upholstery, metal, cabinet.
(q) Warehouses.
(r) Wholesale meat and produce distribution with meat cutting, but not butchering.
(s) Communication towers when camouflage in design.
(t) Communication towers when monopole in design if the tower is under one hundred forty (140) feet in height.
(u) Office showroom.

M-1A (Small Scale Industrial Use Only)

(a) Manufacturing of the following:
(1) Garments.
(2) Photographic equipment and supplies.
(3) Bakery products.
(4) Boats.
(5) Ceramics, pottery, using electrically fired kilns.
(6) Chemical products and processing.
(7) Dairy products.
(8) Electrical machinery and equipment.
(9) Furniture.
(10) Glass and glass products, using electrically fired kilns.
(11) Pharmaceutical products.
(12) Shoes and leather goods, except no leather processing.
(13) Brooms and brushes.
(14) Candy and confectionery products.
(15) Cosmetics and toiletries, except soap.
(16) Candles.
(17) Jewelry.
(18) Optical equipment.
(19) Perfume.
(20) Precision instruments and machinery.
(21) Plastic products, except pyroxylin.
(22) Silverware.
(23) Spices and spice packing.
(24) Stationery.
(25) Toys.
(26) Electronic equipment and assembling.
(b) Beverage bottling and distribution.
(c) Cold storage and frozen-food lockers.
(d) Data proceeding services.
(e) Laundry and dry cleaning, except only nonflammable solvents shall be used. (Class IV National Fire Protective Association Code.)
(f) Living quarters for guards, custodians, and caretakers when such facilities are accessory uses to the primary use of the premises.
(g) Machine shops using only electrically fired forges.
(h) Assembling of metal, plastic, or cardboard containers.
(i) Post offices.
(j) Printing, bookbinding, lithographic platemaking, engraving, and publishing plants.
(k) General business and professional offices.
(l) Radio and television studios and offices.
(m) Restaurants.
(n) Signs, identification, directional, or which advertise products manufactured, processed, stored, or sold on the premises.
(o) Technical and trade schools.
(p) Testing of materials, equipment, and products.
(q) Truck terminals.
(r) Warehouses and storage buildings, providing no storage is done outside an enclosed structure.
(s) Manufacturing of water-based and/or epoxy-based coatings, adhesives, sealants, and paints.
(t) Medical clinics – out-patient service only.
(u) Public and private utility plants, stations and distribution office; provided, however, no sewer plant shall be located closer than two hundred (200) feet to the perimeter of the district nor shall any other utility plant, station, or distribution office be located closer than one hundred (100) feet to the perimeter of the district.
(v) Cabinetry and woodworking shops.
(w) Communication towers when camouflage in design.
(x) Communication towers when monopole in design if the tower is under one hundred forty (140) feet in height.
(y) Retail sales if ancillary to a use permitted by this section. For purposes of this subsection, "ancillary" shall mean supplementary, or secondary, not of primary importance.

MADDEN engineering inc
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

PRELIMINARY MASTER PLAN
FOR
ORANGE BLVD. PROPERTY
SEMINOLE COUNTY FLORIDA

CLIENT
BRIAR CORPORATION
P.O. BOX 470264
LAKE MONROE, FL. 32747

ENGINEER IN CHARGE:
CHADWICK H. MOORHEAD, P.E. #61781
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

	DATE	REVISIONS
1	6/28/05	REVISED PER SEMINOLE COUNTY COMMENTS
2	8/15/07	REVISED PER NEW BILLBOARD LOCATION
3	3/12/08	REVISED BILLBOARD HEIGHT
4		
5		
6		
7		
8		
9		
10		
11		

JOB # 25116
DATE: 6/21/05
SCALE: 1" = 100'
DESIGNED BY:
DRAWN BY:
APPROVED BY: CMM

C-1

FILE # Z2007-38 **DEVELOPMENT ORDER #07 21700007**

REVISED AND RESTATED
ORANGE BOULEVARD PROPERTY PUD
DEVELOPMENT ORDER

The Orange Boulevard Property PUD Development Order dated November 15, 2005 is hereby revised on March 25, 2008 to read as follows:

Legal description attached as Exhibit A.

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: KBC Development, Inc.

Project Name: Orange Boulevard Property PUD Major Amendment

Requested Development Approval: Rezone from PUD to PUD

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 aforedescribed property.

Prepared by: Austin Watkins, 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 (strikethroughs are deletions, underlines are additions):

a. Except as provided in paragraph (c) below, permitted uses throughout the development shall be in accordance with the provisions of the C-1 and C-2 districts, including special exception uses, with the following additional uses:
   - mechanical garage
   - lumber yard
   - construction company with outdoor storage screened from off-site view
   - highway striping company
   - paint and body shop
   - office showroom with no assembly or manufacturing
   - service stations with gas pumps as an accessory use

b. Except as provided in paragraph (c) below, permitted uses within the area of the development designated as Industrial per the Future Land Use Map shall be in accordance with the provisions of the M-1A district, including special exception uses.

c. Communications towers shall be allowed by right in the Commercial area of the site where listed as a permitted use in C-1 and C-2. Communications towers shall be allowed by right in the Industrial area of the site where listed as a permitted use in M-1A. Any communications tower which exceeds the limitations established by the Code for permitted uses shall require a major amendment to the PUD.

d. The following uses shall be prohibited within the development:
   - adult entertainment establishments
   - alcoholic beverage establishments
   - drive-in theatres
   - multi-family housing
   - ~~outdoor advertising signs~~

e. Development in the Industrial portion of the site shall be subject to a maximum floor area ratio (FAR) of 0.65. Other areas shall be limited to a maximum FAR of 0.35.

f. Outdoor storage of parts, supplies, or materials shall be limited to the area of the site designated Industrial on the Vision 2020 Plan, as amended by this request. Outdoor storage areas shall be screened from view from any road or adjoining parcel inside or outside of the development. Screening shall consist of walls, fences, and/or landscaping, and shall be opaque to a height of at least 8 feet. Such areas shall be located a minimum of 150 feet from the west boundary of the subject property.

g. The area between the internal access road and the west site boundary shall have a 25-foot buffer containing 4 canopy trees per 100 feet and a 6-foot high brick or masonry wall.
h. Building height shall be limited to 35 feet. Setbacks from the west property line shall be as follows:
   50 feet for 1-story buildings
   100 feet for 2-story buildings
   120 feet for 3-story buildings
i. Retention areas to be counted toward the minimum 25% open space requirement shall be landscaped, sodded and amenitized in accordance with the Land Development Code (Section 30.1344).
j. Retention ponds shall be designed such that they are not required to be fenced.
k. Dumpsters shall be screened so they are not visible from Orange Boulevard or nearby single family properties.
l. All mechanical equipment, ground or roof mounted, shall be screened from off-site view.
m. Parking of mobile CT-scan trucks or semi-tractor trailers shall be prohibited within 120 feet of the west property line. Where permitted, such vehicles shall be screened from off-site view.
n. All parking spaces shall be a minimum of 10 feet x 20 feet as required by the Land Development Code.
o. Outdoor lighting adjacent to the west property line will be limited to decorative lighting affixed to the front facades of buildings. Security lighting with motion sensors shall be permitted on any part of the site.
p. <u>All development shall comply with the Preliminary Master Plan, attached as Exhibit B.</u>

(4) This Development Order touches and concerns the aforedescribed 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, KBC DEVELOPMENT INC., on behalf of itself and its 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

_____
Witness

_____
Print Name

_____
Michael J. Good
Chief Executive Officer

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 Michael J. Good, and is personally known to me or who has produced _____ as identification and who acknowledged and executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2008.

_____

Notary Public, in and for the County and State Aforementioned

My Commission Expires:

EXHIBIT A
Legal Description

PARCEL 1: THE WEST 125 FEET OF LOT 6 AND THE EAST 75 FEET OF LOT 7 AND THE EAST 150 FEET OF LOT 10 AND THE WEST 50 FEET OF LOT 11, BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 2: LOT 4 (LESS THE EAST 104.41 FEET); ALL OF LOT 5 AND LOT 6 (LESS THE WEST 125 FEET) AND THE EAST 125 FEET OF LOT 11 AND LOT 12 (LESS THE EAST 87.7 FEET), BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 3: LOT 8 AND THE WEST 65 FEET OF LOT 7, BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 4: LOT 9 AND THE WEST 25 FEET OF LOT 10, BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

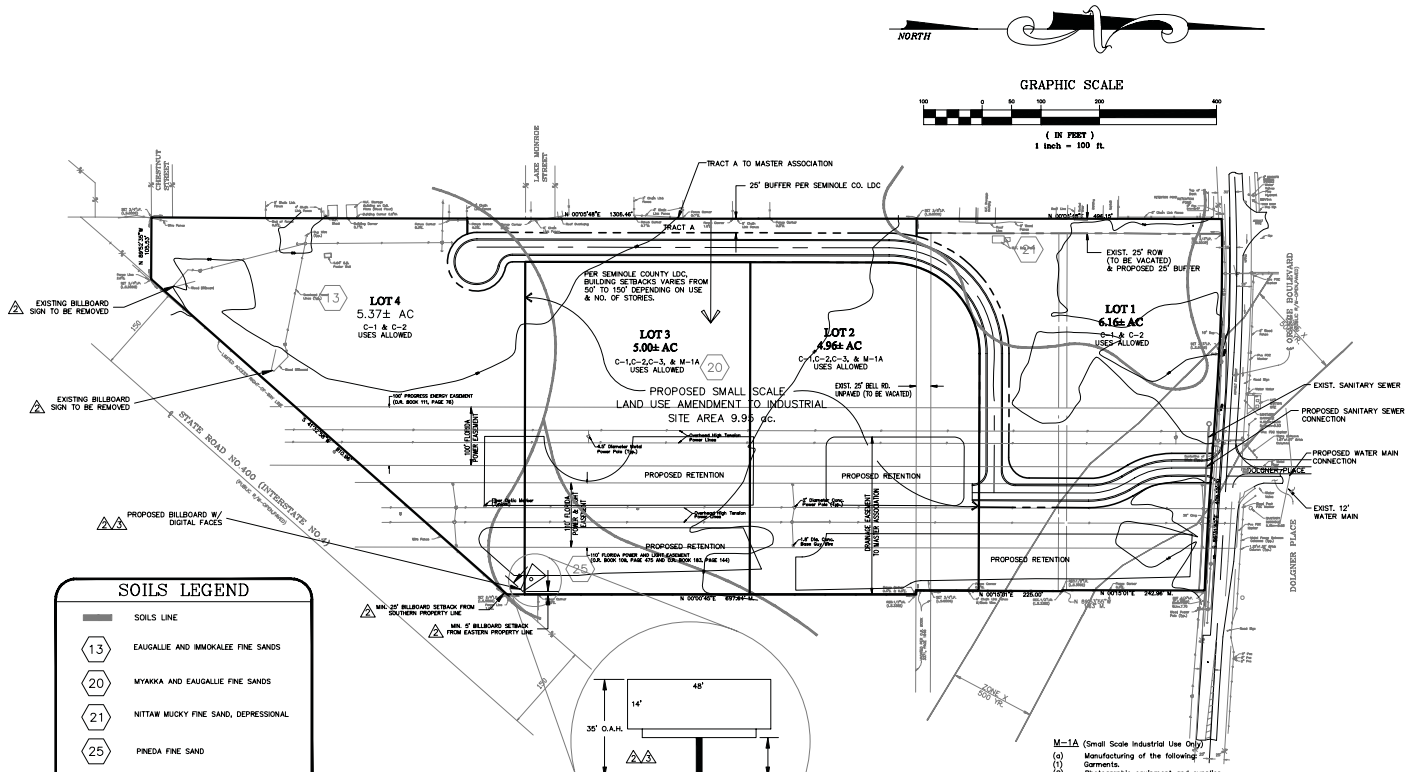
PARCEL 5: LOT 29 (LESS THAT PART WITHIN THE RIGHT OF WAY OF INTERSTATE HIGHWAY #4), ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 114, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 6: LOT 28, ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 114, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

ALSO:BELL ROAD LYING SOUTH OF LOTS 9, 10, 11 AND 12 (LESS THE EAST 87.7 FEET), AND LYING WEST OF LOTS 8 AND 9, BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

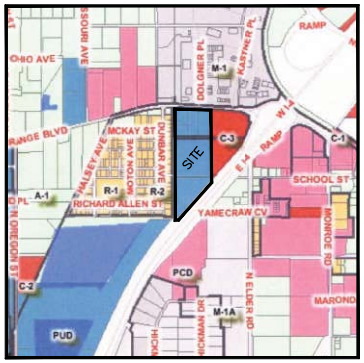
EXHIBIT B

Revised Preliminary Master Plan

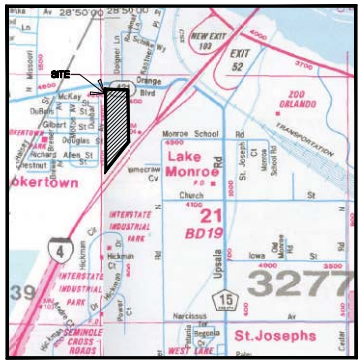


SOILS LEGEND

- SOILS LINE
- 13 — EAUGALLIE AND IMMOKALEE FINE SANDS
- 20 — MYAKKA AND EAUGALLIE FINE SANDS
- 21 — NITTAW MUCKY FINE SAND, DEPRESSIONAL
- 25 — PINEDA FINE SAND



ZONING MAP
N.T.S.



VICINITY MAP
N.T.S.

SITE DATA:

1. EXISTING ZONING: A-1
2. PROPOSED ZONING-PUD
3. EXISTING LAND USE-COMMERCIAL
4. PROPOSED LAND USE-COMMERCIAL AND INDUSTRIAL (SEE HATCHED AREA)
5. EXISTING SITE CONTAINS 22.30± ACRES
6. PROPOSED DEVELOPMENT: COMMERCIAL/INDUSTRIAL-SEE DEVELOPMENT ORDER.
7. MAXIMUM BLDG HEIGHT = 35 FT.
8. BUILDING SETBACKS:
   FRONT: 25 (UNLESS BUFFER IS LARGER)
   REAR: 10
   SIDE: 0
9. FEMA: PORTION OF THE NORTH EAST CORNER FALLS WITHIN ZONE X (500 YR.) THE REST OF THE SITE FALLS OUTSIDE THE 500 YR.
10. PROPOSED RIGHT-OFWAY = 50 FT. (PUBLIC)
11. PROPOSED ON-SITE PAVEMENT = 24 FT.
12. A PROPERTY OWNERS ASSOCIATION WILL BE ESTABLISHED TO MAINTAIN ALL COMMON AREAS.
13. ADEQUATE FIRE PROTECTION WLL BE PROVIDED PER SEMINOLE COUNTY CODE.
14. MAXIMUM SQUARE FOOTAGE TO ADHERE TO SEMINOLE COUNTY LDC.
15. PROPERTY COULD BE SUBDIVIDED AT A LATER DATE DEPENDING ON THE EVENTUAL END USERS.
16. SEE ATTACHED ENVIRONMENTAL REPORT FOR WETLANDS DATA. ANY POTENTIAL WETLAND IMPACTS TO BE ADDRESSED AT FINAL ENGINEERING.

PERMITTED USE DATA

C-1 (Entire Property)

(a) Any use permitted in the CS District.
(b) Amusement and commercial recreation within an enclosed building.
(c) Appliance stores.
(d) Bakeries, where all goods are sold on premises at retail.
(e) Banks.
(f) Churches.
(g) Day nurseries, kindergartens.
(h) Employment agencies.
(i) Funeral homes.
(j) Furniture stores.
(k) Hardware stores.
(l) Launderettes and laundromats.
(m) Pet stores.
(n) Plant nurseries.
(o) Private clubs and lodges.
(p) Quick print shops.
(q) Radio and television broadcasting studios, excluding towers.
(r) Radio and television sales and service.
(s) Restaurants, but not drive-in.
(t) Theatres, but not drive-in.
(u) Multifamily housing – such as condominiums, apartments and townhouses of medium to high density. Density and design criteria must conform to the standards for properties assigned the R-3 zoning classification.
(v) Above-store or above-office flats.
(w) Dry cleaners utilizing a Perman R308 dry cleaning machine or machine, found to be similar in nature by the Planning Manager, which provide dry cleaning services to only those customers bringing clothing and other materials to the site for service; provided, however, that this provision shall not apply to dry cleaning businesses with pick-up service or satellite facilities or to a dry cleaning plant.
(x) Veterinary clinics with no overnight boarding except for animals being treated on the premises at the time of their boarding.
(y) Communication towers when camouflage in design.

C-2 (Entire Property)

(a) Any use permitted in the C-1 District.
(b) Amusement and recreational facilities.
(c) Building and plumbing supplies.
(d) Car wash.
(e) Furniture warehouse with retail sales.
(f) Hotels and motels.
(g) Marine sales and service.
1 (h) Mobile home and recreational vehicle sales. (service/repair/interior build-out)
(i) Outdoor advertising signs.
(j) Parking garages.
(k) Printing and book binding shops.
(l) Automobile sales with no repair facilities.
(m) Veterinary hospitals and kennels.
(n) Multifamily housing – such as condominiums, apartments and townhouses of medium to high density. Density and design criteria must conform to the standards for properties assigned the R-3 zoning classification.
(o) Above-store or above-office flats.
(p) Communication towers when camouflage in design.
(q) Bed and Breakfast establishments.

C-3 (Small Scale Industrial Use Only)

(a) Any use permitted in the C-2 District excluding public or private elementary schools, middle schools, and high schools.
(b) Bakeries.
(c) Bottling and distribution plants.
(d) Cold storage and frozen foodlockers.
(e) Contractors' equipment-storage yards.
(f) Feed stores.
(g) Greenhouses – wholesale.
(h) Industrial trade schools.
(i) Laundry and dry-cleaning plants.
(j) Lithography and publishing plants.
(k) Lumber yards.
(l) Machinery sales and storage.
(m) Mechanical garages, bus, cab and truck repair, and storage.
(n) Paint and body shops.
(o) Plumbing shops.
(p) Trade shops, such as, upholstery, metal, cabinet.
(q) Warehouses.
(r) Wholesale meat and produce distribution with meat cutting, but not butchering.
(s) Communication towers when camouflage in design.
(t) Communication towers when monopole in design if the tower is under one hundred forty (140) feet in height.
(u) Office showroom.

M-1A (Small Scale Industrial Use Only)

(a) Manufacturing of the following:
(1) Garments.
(2) Photographic equipment and supplies.
(3) Bakery products.
(4) Boats.
(5) Ceramics, pottery, using electrically fired kilns.
(6) Chemical products and processing.
(7) Dairy products.
(8) Electrical machinery and equipment.
(9) Furniture.
(10) Glass and glass products, using electrically fired kilns.
(11) Pharmaceutical products.
(12) Shoes and leather goods, except no leather processing.
(13) Brooms and brushes.
(14) Candy and confectionery products.
(15) Cosmetics and toiletries, except soap.
(16) Candles.
(17) Jewelry.
(18) Optical equipment.
(19) Perfume.
(20) Precision instruments and machinery.
(21) Plastic products, except pyroxylin.
(22) Silverware.
(23) Spices and spice packing.
(24) Stationery.
(25) Toys.
(26) Electronic equipment and assembling.
(b) Beverage bottling and distribution.
(c) Cold storage and frozen-food lockers.
(d) Data proceeding services.
(e) Laundry and dry cleaning, except only nonflammable solvents shall be used. (Class IV National Fire Protective Association Code.)
(f) Living quarters for guards, custodians, and caretakers when such facilities are accessory uses to the primary use of the premises.
(g) Machine shops using only electrically fired forges.
(h) Assembling of metal, plastic, or cardboard containers.
(i) Post offices.
(j) Printing, bookbinding, lithographic platemaking, engraving, and publishing plants.
(k) General business and professional offices.
(l) Radio and television studios and offices.
(m) Restaurants.
(n) Signs, identification, directional, or which advertise products manufactured, processed, stored, or sold on the premises.
(o) Technical and trade schools.
(p) Testing of materials, equipment, and products.
(q) Truck terminals.
(r) Warehouses and storage buildings, providing no storage is done outside an enclosed structure.
(s) Manufacturing of water-based and/or epoxy-based coatings, adhesives, sealants, and paints.
(t) Medical clinics – out-patient service only.
(u) Public and private utility plants, stations and distribution office; provided, however, no sewer plant shall be located closer than two hundred (200) feet to the perimeter of the district nor shall any other utility plant, station, or distribution office be located closer than one hundred (100) feet to the perimeter of the district.
(v) Cabinetry and woodworking shops.
(w) Communication towers when camouflage in design.
(x) Communication towers when monopole in design if the tower is under one hundred forty (140) feet in height.
(y) Retail sales if ancillary to a use permitted by this section. For purposes of this subsection, "ancillary" shall mean supplementary, or secondary, not of primary importance.

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ENGINEER IN CHARGE:
CHADWICK H. MOORHEAD, P.E. #61781
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

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JOB # 25116
DATE: 6/21/05
SCALE: 1" = 100'
DESIGNED BY:
DRAWN BY:
APPROVED BY: CMM

C-1

ORDINANCE NO. 2008- **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 PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION THE PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled Orange Blvd Property PUD Major Amendment, dated March 25, 2008.

(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 PUD (Planned Unit Development) to (Planned Unit Development):

SEE ATTACHED EXHIBIT A

Section 3. EXCLUSION FROM 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 # 07 21700007 in the Official Land Records of Seminole County.

ENACTED this 25th day of March 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Brenda Carey, Chairman

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1: THE WEST 125 FEET OF LOT 6 AND THE EAST 75 FEET OF LOT 7 AND THE EAST 150 FEET OF LOT 10 AND THE WEST 50 FEET OF LOT 11, BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 2: LOT 4 (LESS THE EAST 104.41 FEET); ALL OF LOT 5 AND LOT 6 (LESS THE WEST 125 FEET) AND THE EAST 125 FEET OF LOT 11 AND LOT 12 (LESS THE EAST 87.7 FEET), BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 3: LOT 8 AND THE WEST 65 FEET OF LOT 7, BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 4: LOT 9 AND THE WEST 25 FEET OF LOT 10, BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 5: LOT 29 (LESS THAT PART WITHIN THE RIGHT OF WAY OF INTERSTATE HIGHWAY #4), ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 114, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 6: LOT 28, ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 114, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

ALSO:BELL ROAD LYING SOUTH OF LOTS 9, 10, 11 AND 12 (LESS THE EAST 87.7 FEET), AND LYING WEST OF LOTS 8 AND 9, BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

FILE # Z2005-040 **DEVELOPMENT ORDER #5-20500008**

SEMINOLE COUNTY DEVELOPMENT ORDER

On November 15, 2005, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: KBC DEVELOPMENT INC.

Project Name: ORANGE BOULEVARD PROPERTY PUD

Requested Development Approval: Rezone from A-1 to PUD

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 aforedescribed property.

Prepared by: JEFF HOPPER
1101 East First Street
Sanford, Florida 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 06021 PGS 1357-1363
F[illegible]E NUM 2005208501
R[illegible]DED 12/02/2005 04:17:11 PM
RECORDING FEES 61.00
RECORDED BY G Harford

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY [illegible]
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. Except as provided in paragraph (c) below, permitted uses throughout the development shall be in accordance with the provisions of the C-1 and C-2 districts, including special exception uses, with the following additional uses:
   - mechanical garage
   - lumber yard
   - construction company with outdoor storage screened from off-site view
   - highway striping company
   - paint and body shop
   - office showroom with no assembly or manufacturing
   - SE service stations with gas pumps as an accessory use

b. Except as provided in paragraph (c) below, permitted uses within the area of the development designated as Industrial per the Future Land Use Map shall be in accordance with the provisions of the M-1A district, including special exception uses.

c. Communications towers shall be allowed by right in the Commercial area of the site where listed as a permitted use in C-1 and C-2. Communications towers shall be allowed by right in the Industrial area of the site where listed as a permitted use in M-1A. Any communications tower which exceeds the limitations established by the Code for permitted uses shall require a major amendment to the PUD.

d. The following uses shall be prohibited within the development:
   - adult entertainment establishments
   - alcoholic beverage establishments
   - drive-in theatres
   - multi-family housing
   - outdoor advertising signs

e. Development in the Industrial portion of the site shall be subject to a maximum floor area ratio (FAR) of 0.65. Other areas shall be limited to a maximum FAR of 0.35.

f. Outdoor storage of parts, supplies, or materials shall be limited to the area of the site designated Industrial on the Vision 2020 Plan, as amended by this request. Outdoor storage areas shall be screened from view from any road or adjoining parcel inside or outside of the development. Screening shall consist of walls, fences, and/or landscaping, and shall be opaque to a height of at least 8 feet. Such areas shall be located a minimum of 150 feet from the west boundary of the subject property.

g. The area between the internal access road and the west site boundary shall have a 25-foot buffer containing 4 canopy trees per 100 feet and a 6-foot high brick or masonry wall.
h. Building height shall be limited to 35 feet. Setbacks from the west property line shall be as follows:
   50 feet for 1-story buildings
   100 feet for 2-story buildings
   120 feet for 3-story buildings
i. Retention areas to be counted toward the minimum 25% open space requirement shall be landscaped, sodded and amenitized in accordance with the Land Development Code (Section 30.1344).
j. Retention ponds shall be designed such that they are not required to be fenced.
k. Dumpsters shall be screened so they are not visible from Orange Boulevard or nearby single family properties.
l. All mechanical equipment, ground or roof mounted, shall be screened from off-site view.
m. Parking of mobile CT-scan trucks or semi-tractor trailers shall be prohibited within 120 feet of the west property line. Where permitted, such vehicles shall be screened from off-site view.
n. All parking spaces shall be a minimum of 10 feet x 20 feet as required by the Land Development Code.
o. Outdoor lighting adjacent to the west property line will be limited to decorative lighting affixed to the front facades of buildings. Security lighting with motion sensors shall be permitted on any part of the site.

(4) This Development Order touches and concerns the aforedescribed 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: Carlton D. Henley
Carlton D. Henley
Chairman
Board of County Commissioners

FILE # Z2005-040 **DEVELOPMENT ORDER #5-20500008**

OWNER'S CONSENT AND COVENANT

COMES NOW, KBC DEVELOPMENT INC., on behalf of itself and its 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

Michael J. Good
Chief Executive Officer

Witness

Kelley Mims
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 MICHAEL J. GOOD, and is personally known to me or who has produced _____ as identification and who acknowledged and executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of November, 2005.

Notary Public, in and for the County and State Aforementioned

Kathy A. Bradley
Commission #DD323813
Expires: May 26, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

My Commission Expires:

EXHIBIT A

Project Legal Description:

21-19-30-503-0000-0060

W 125 FT OF LOT 6 & E 75 FT OF LOT 7 & E 150 FT OF LOT 10 & W 50 FT OF LOT 11 BELLS SUBD PB 6 PG 47

21-19-30-503-0000-0040

LOT 4 (LESS E 104.41 FT) & ALL LOT 5 & LOT 6 (LESS W 125 FT) & E 125 FT OF LOT 11 & LOT 12 (LESS E 87.78 FT) BELLS SUBD PB 6 PG 47

21-19-30-503-0000-0080

LEG LOT 8 & W 65 FT OF LOT 7 BELLS SUBD PB 6 PG 47

21-19-30-503-0000-0090

ALL LOT 9 & W 25 FT OF LOT 10 BELLS SUBD PB 6 PG 47

16-19-30-5AC-0000-0290

THAT PT OF LOT 29 W OF ST RD 400 ST JOSEPHS
PB 1 PG 114

16-19-30-5AC-0000-0280

LOT 28 & S 1/2 OF VACD ST ADJ ON N ST JOSEPHS PB 1 PG 114

EXHIBIT B

LAND USE AMENDMENT LEGAL DESCRIPTION

A PORTION OF BELL'S SUBDIVISION, PLAT BOOK 6, PAGE 47, AND A PORTION OF LOTS 28 AND 29, ST. JOSEPH'S, PLAT BOOK 1, PAGE 114, ALL OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 28, ST. JOSEPH'S ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 114, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THENCE RUNS S.00^{0}00'45"W. ALONG THE EAST LINE OF LOTS 28 AND 29 OF SAID PLAT, 667.62 FEET; THENCE RUN N.89^{0}54'12"W. 567.32 FEET; THENCE RUN N.00^{0}05'48"E. 620.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 155.00 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE 243.47 FEET THROUGH A CENTRAL ANGLE OF 90^{0}00'00" TO THE POINT OF TANGENCY; THENCE RUN S.89^{0}44'58"E. 404.22 FEET; THENCE RUN S.00^{0}15'02"W. 107.08; THENCE RUN S.89^{0}53'55"E., 6.99 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 9.953 ACRES MORE OR LESS.

MINUTES FOR THE
SEMINOLE COUNTY LAND PLANNING AGENCY/
PLANNING AND ZONING COMMISSION

WEDNESDAY, FEBRUARY 6, 2008

Members present: Matthew Brown, Ben Tucker, Melanie Chase, Dudley Bates and Kim Day.

Members absent: Walt Eismann and Rob Wolf

Also present: Tina Williamson, Assistant Planning Manager; Austin Watkins, Senior Planner; Tony Walter, Principal Planner; Cynthia Sweet, Senior Planner; Tony Nelson, Senior Engineer; Kathy Furey – Tran, Assistant County Attorney; Alison Stettner, Planning Manager; Dori DeBord, Director of Planning and Development; and Candace Lindlaw-Hudson, Clerk to the Commission.

E. <u>Orange Blvd Property PUD Major Amendment</u>; Michael Good, KBC Development Inc., applicant; approximately 22.3 ± acres; Major Amendment to the PUD to allow for Outdoor Advertising Signs; located on the south side of Orange Blvd approximately 230 feet east of the intersection of Orange Blvd and Dunbar Ave.
(Z2007-38)

Commissioner Carey – District 5
Austin Watkins, Senior Planner

Austin Watkins presented the Orange Blvd Property PUD Major Amendment for 22.3 ± acres, located approximately 230 feet west of the intersection of Orange Boulevard and Dunbar Avenue.

Mr. Watkins stated that on November 15, 2005 the Board of County Commissioners rezoned the subject property from A-1 (Agriculture) to PUD (Planned Unit Development). The Orange Boulevard Property PUD allows for C-1, C-2 and M-1 uses and Special Exceptions within those zoning districts. The PUD does prohibit certain uses. The approved Development Order prohibits outdoor advertising signs.

At this time, the applicant is requesting to remove outdoor advertising signs as a prohibited use. If approved, the applicant will enter into a voluntary billboard agreement with the County, pursuant to Section 30.1253 of the Seminole County Land Development Code to allow for the erection of one billboard on the KBC property in exchange for the removal of two legal non-conforming billboards on the KBC property and one legal non-conforming billboard on an adjacent piece of property (Featherlite property).

Staff recommends approval of the requested PUD Major Amendment, rezone ordinance from PUD (Planned Unit Development) to PUD (Planned Unit Development), Revised Preliminary Master Plan and Revised and Restated Development Order for 22.3 ± acres, located approximately 230 feet west of the intersection of Orange Boulevard and Dunbar Avenue, based on staff findings.

Commissioner Brown asked how the County could put into effect a development order which would effect a piece of property not in this application?

Mr. Watkins stated that if this application is approved by the Board of County Commissioners, the County will enter into a voluntary billboard agreement, which will remove 4 existing sign faces in exchange for one new, conforming sign.

Chairman Brown asked how a sign on another person's property can be committed to this potential agreement?

Mr. Watkins stated that the signs were owned by one company who would enter into a voluntary billboard agreement covering signs it has placed on various properties.

Lou Musica, of Clear Channel Outdoor, was present and stated that he agreed with the staff report.

No one spoke about this item from the audience.

Commissioner Tucker said that in 2005 this property had been discussed and a provision was clearly stated allowing no billboards. The condition of the present billboards is poor. These billboards should be allowed to go out naturally. We would be using this agreement to perpetuate something that should not be there. He understood the County was going to be decreasing billboard faces along I-4. We have gone through a long, hard process to eliminate billboards. We are not enforcing our codes. We should look to limit the size and height at least to what is there. Some structural stipulation should be put on it. This PUD was approved without billboards. He is opposed to this and will vote against it.

Commissioner Chase asked about the size limitations.

Ms. Williamson said that according to the Code, the size of the sign shall not exceed gross area of 672 square feet and the height shall not exceed 30 feet above the crown of the road which the sign is designed to serve.

Commissioner Chase said that this would go strictly by the Code.

Tina Williamson said that unless other restrictions were given, the agreement would follow what is in the Land Development Code.

Commissioner Tucker asked for the square footage and height of the existing signs.

Mr. Watkins stated that he did not have that information.

Chairman Brown asked Kathy Furey-Tran if there were federal regulations on the signage along the interstate highways. Is there a stipulation that billboards can be built along interstate highways?

Kathy Furey-Tran said that she is not aware of the exact federal legislation as such, but that there can be no outright prohibition on billboards. There has to be some place in the County for them. Most people have decided along the highway is the best place.

Commissioner Brown asked if the Board would assume that the billboard faces would be 14 by 30 feet.

Commissioner Tucker said that the billboard could be addressed by whatever it is now in height and dimension.

Tina Williamson said that the applicant may have the size of the existing sign.

Lou Musica said that the existing signs are all the same standard industry size: 14 feet high by 48 feet long, for 672 square feet.

Commissioner Brown asked the height of the structure holding the signs.

Mr. Musica said that they were a maximum of 30 – 40 feet high.

Commissioner Brown said that the pole height is contingent on the height of the crown in the road that it serves.

Commissioner Chase asked for clarification of how the other signs would enter into this agreement.

Chairman Brown said that the applicant has control of the other signs and would have an economic benefit from this new sign.

There was a brief discussion of sign faces and interval of exposure to the road before changing sign faces.

Commissioner Tucker said that if the Code were enforced, the County would be dealing with one sign with two faces. This is a PUD where it was stipulated specifically that there would be no billboards. The intent of the Code is to have the non-conforming uses eventually phase out. This is not phasing them out; we are trading them off.

Commissioner Brown asked if non-conforming signs can be repaired.

Ms. Williamson said that non-conforming signs can be repaired or replaced, except where they are non-conforming due to zoning.

Commissioner Tucker stated that the two signs were non-conforming as per the PUD.

Commissioner Tucker made a motion to deny the request.

Commissioner Bates seconded the motion.

The vote was 2 – 3. The motion failed. Commissioners Brown, Chase, and Day voted "no."

Commissioner Chase made a motion to recommend approval of the requested PUD Major Amendment, rezone ordinance from PUD (Planned Unit Development) to PUD (Planned Unit Development), Revised Preliminary Master Plan and Revised and Restated Development Order for 22.3 ± acres, located approximately 230 feet west of the intersection of Orange Blvd. and Dunbar Ave., based on staff findings.

Commissioner Day seconded the motion.

Commissioner Bates asked if the standards have to be restated.

Mr. Watkins stated that the 672 square feet and the 30 feet above the crown of the road would apply to the agreement.

The vote was 3 – 2. The motion passed. Commissioners Tucker and Bates voted "no."

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Voluntary Billboard Agreement for the Orange Blvd. Property PUD

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Austin Watkins **EXT:** 7440

MOTION/RECOMMENDATION:

1. Approve the Voluntary Billboard Agreement between and among Seminole County and Clear Channel Outdoor, located west of I-4 approximately 1400 feet southeast of the intersection of Orange Blvd and Dunbar Ave. (Clear Channel Outdoor, applicant); or

2. Deny the Voluntary Billboard Agreement between and among Seminole County and Clear Channel Outdoor, located west of I-4 approximately 1400 feet southeast of the intersection of Orange Blvd and Dunbar Ave. (Clear Channel Outdoor, applicant); or

3. Continue this item to a time and date certain.

District 5 Brenda Carey Austin Watkins

BACKGROUND:

This item is a companion item for the PUD Major Amendment to the Orange Blvd Property PUD, which allows for outdoor advertising signs. Currently, there are two legal non-conforming billboards on the subject property, referred to as the "KBC property" and one on the adjacent property, referred to as the "Featherlite property". Clear Channel Outdoor owns one existing dual-faced billboard on the KBC property, KBC leases one dual-faced sign on the KBC property and Clear Channel owns one single-faced billboard on the Featherlite property.

Pursuant to the Seminole County Land Development Code Section 30.1253, Clear Channel Outdoor desires to enter into a voluntary billboard agreement with Seminole County to allow for the construction of one conforming dual-faced billboard on the KBC property. Section 30.1253 allows for the construction of one (1) billboard if at least four (4) faces or billboards are removed as a part of this agreement. The applicant is proposing to remove five (5) faces in exchange for the construction of one dual-faced billboard on the KBC property. The proposed agreement will result in the permanent reduction of two (2) billboards or three (3) faces. Section 30.1253 of the Land Development Code allows the Board of County Commissioners to enter into an outdoor advertising sign agreement at an alternative sign-removal-to-sign-replacement ratio if such alternate ratio is determined to be in the best interest of the public.

Florida Statutes require that the property the billboard is proposed to be placed on must have Industrial or Commercial Future Land Use; however, Florida Department of Transportation (FDOT) staff has determined the Planned Development Future Land Use designation to be an acceptable alternative. The subject property is assigned the Planned Development Future Land Use designation and is approved for a mixture of industrial and commercial uses. Clear

Channel is proposing a dual faced steel monopole billboard with an overall height of thirty-five feet (35') and two (2) 14'x48' (672 square feet) faces. The sign will have upward lighting and shall be setback 25' from I-4 and 5' from the Featherlite property line. The applicant is requesting to install a traditional, static or electronic/digital faces. If an electronic or digital face is installed there will be a minimum of a six (6) second static display time for each message.

The voluntary billboard agreement includes a written waiver and release by the sign owner, the property owner, and any sign lessees, to any claim against the County for further compensation or reimbursement regarding removal of specified outdoor advertising signs as required by Section 30.1253 of the Land Development Code. The attached agreement contains a separate written waiver and release for the adjacent Featherlite property to prevent any claim against the County for further compensation or reimbursement regarding removal of the specified outdoor advertising sign since Featherlite is not a party to the voluntary billboard agreement but a sign is proposed to be removed from the Featherlite property.

STAFF RECOMMENDATION:

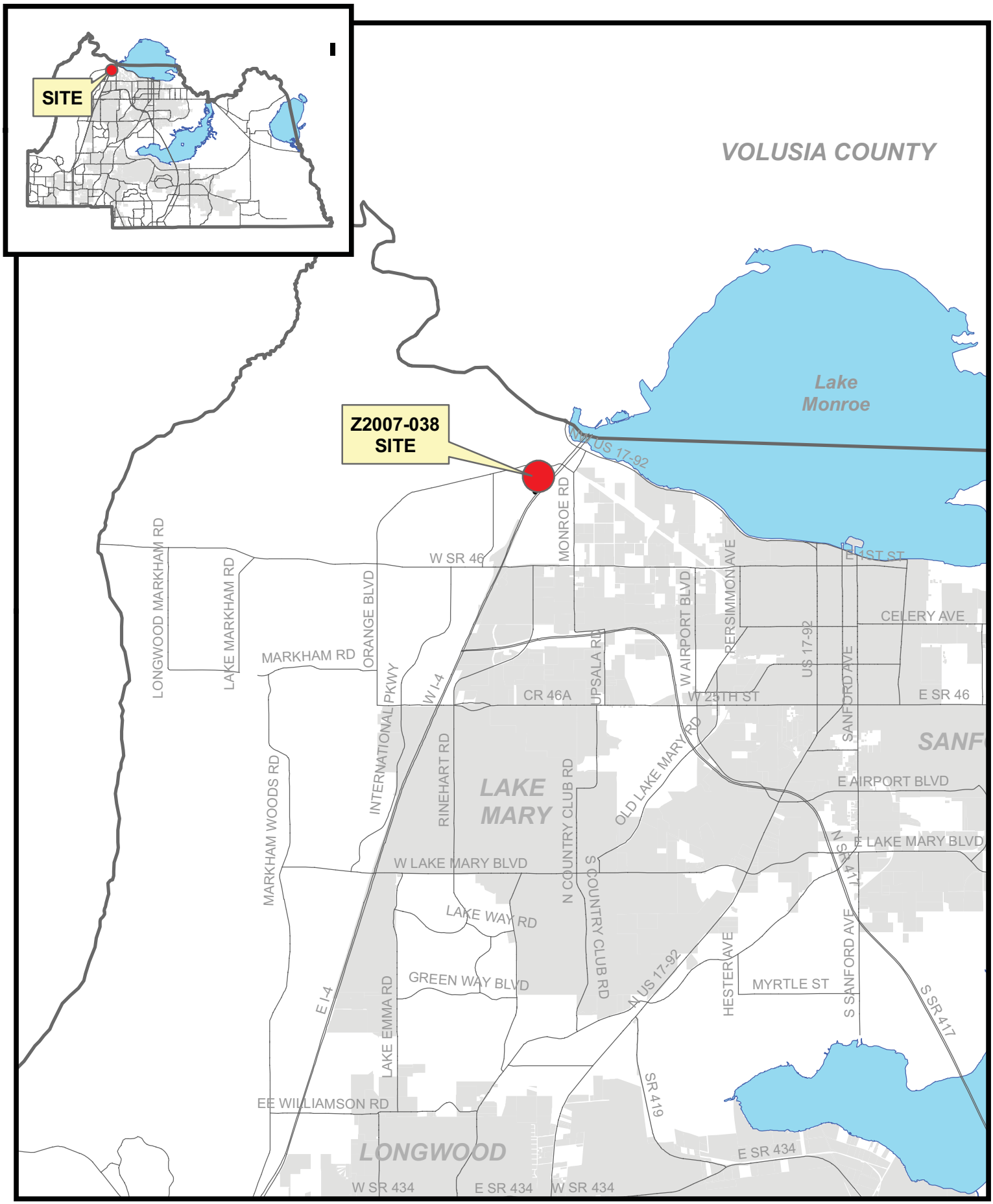
Staff recommends that the Board approve the Voluntary Billboard Agreement between and among Seminole County and Clear Channel Outdoor, located west of I-4 approximately 1400 feet southeast of the intersection of Orange Blvd and Dunbar Ave.

ATTACHMENTS:

1. Location Map
2. Zoning and Future Land Use Map
3. Aerial Map
4. Revised Preliminary Master Plan
5. Revised & Restated Development Order
6. Voluntary Billboard Agreement
7. New Billboard Specifications

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



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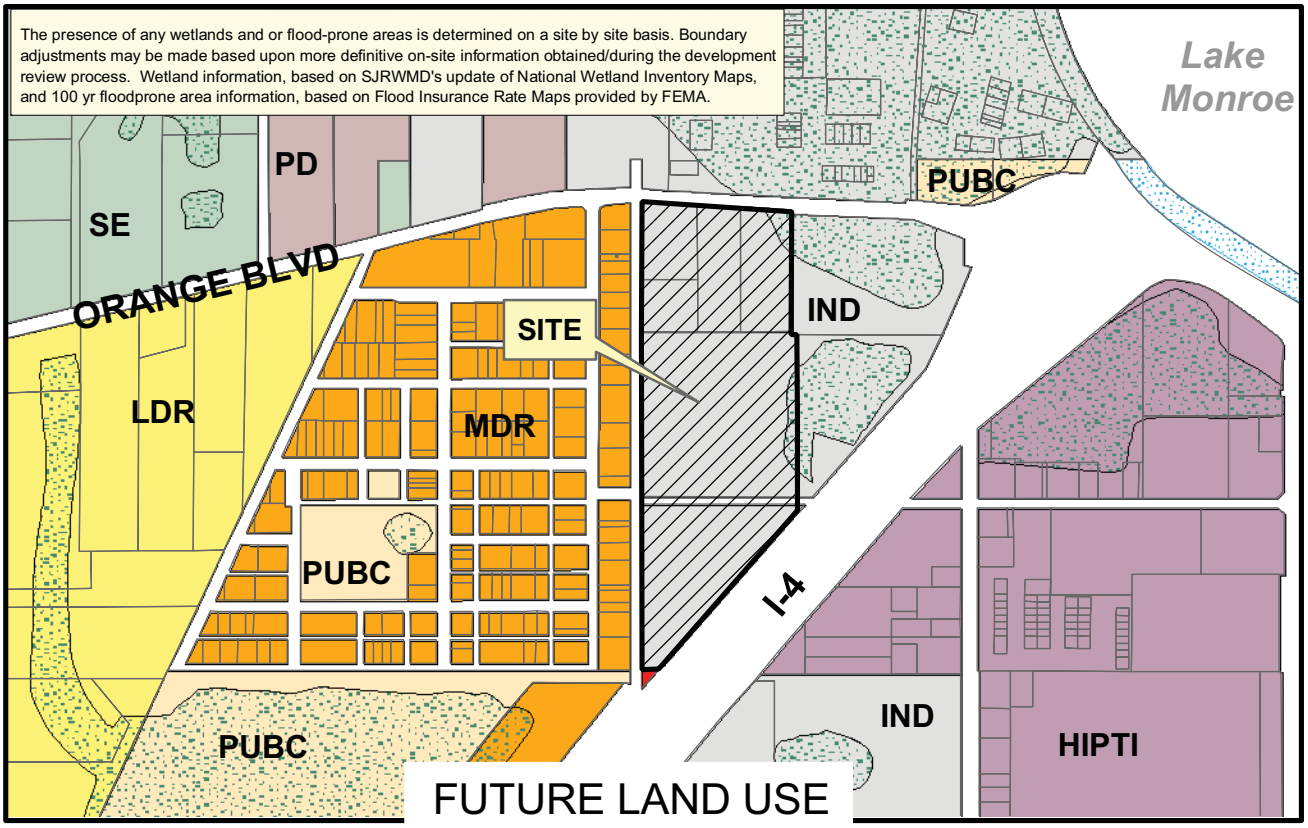
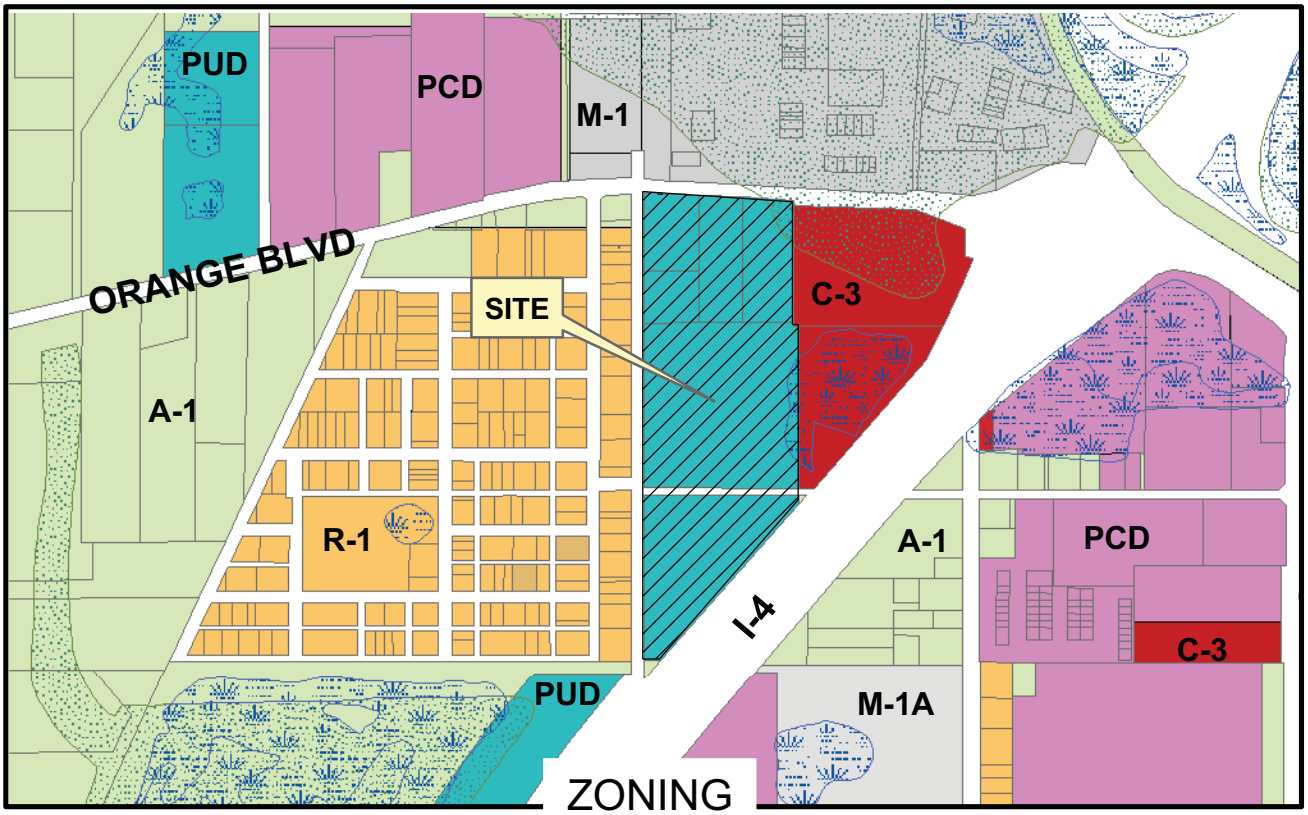


LDR MDR SE IND HIPTI Site Municipality CONS

Applicant: Michael Good
Physical STR: 16-19-30 &21-19-30
Gross Acres: 22.3 +/- BCC District: 5
Existing Use: vacant
Special Notes: PUD Major Amendment

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2007-038	PUD	PUD



Site A-1 R-1 C-3 PUD PCD FP-1 W-1

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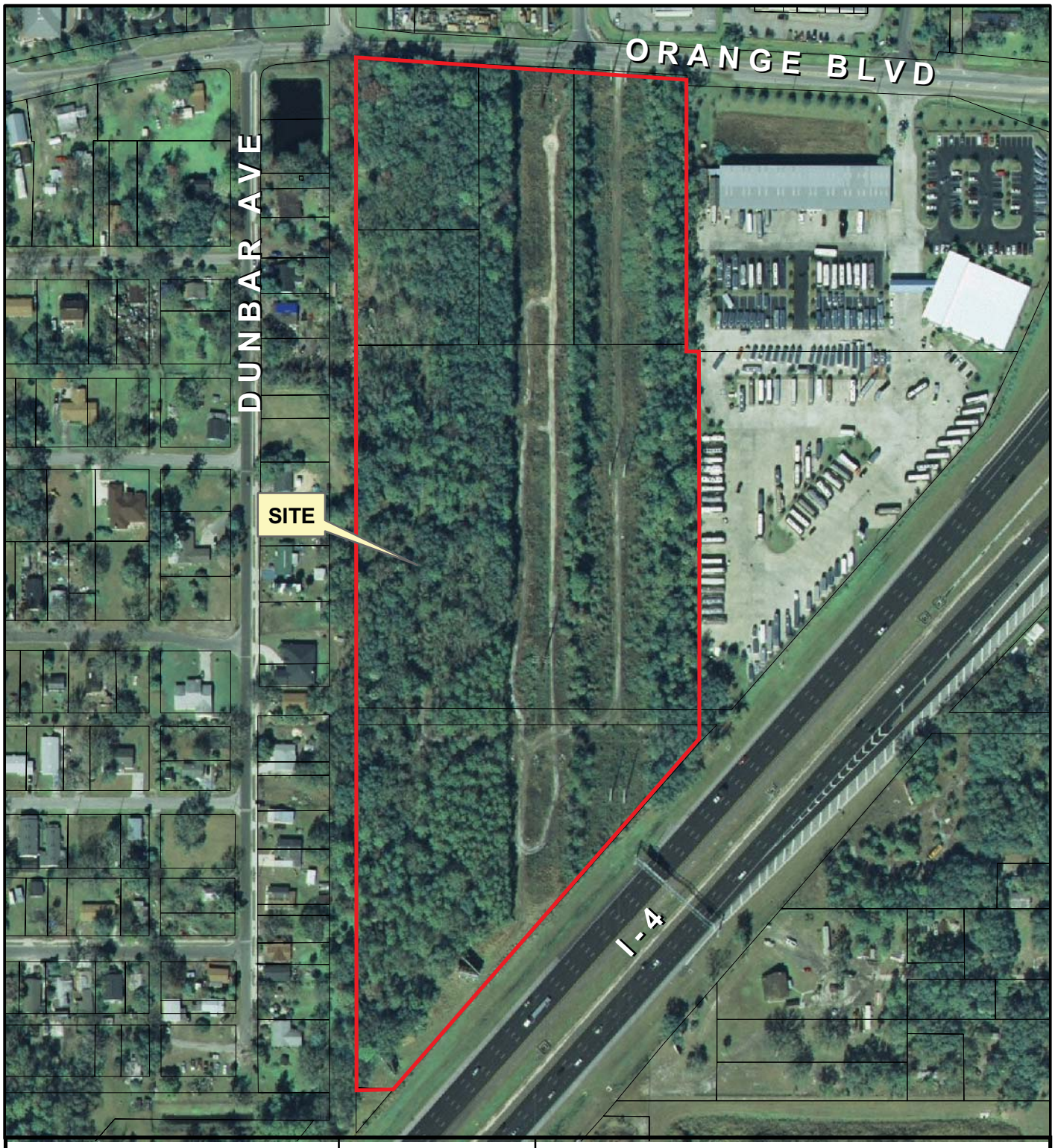

Rezone No: Z2007-038

Parcel

Subject Property

Winter 2006 Color Aerials

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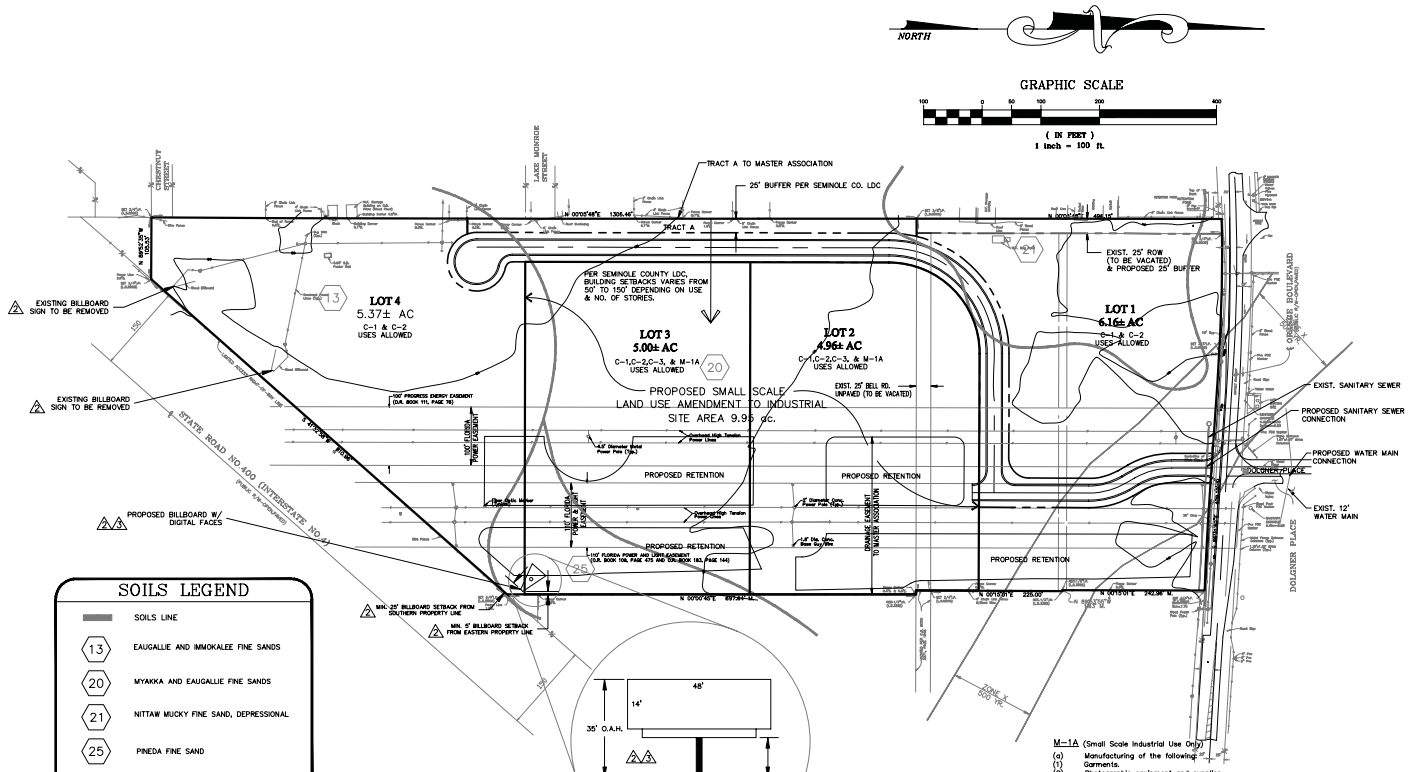
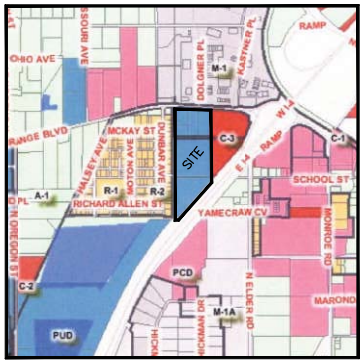
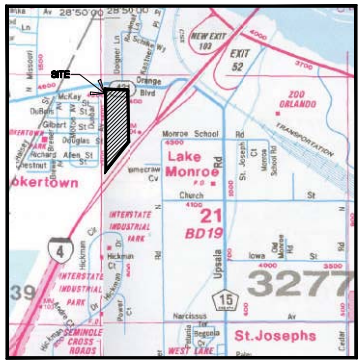


SOILS LEGEND

- SOILS LINE
- 13 — EAUGALLIE AND IMMOKALEE FINE SANDS
- 20 — MYAKKA AND EAUGALLIE FINE SANDS
- 21 — NITTAW MUCKY FINE SAND, DEPRESSIONAL
- 25 — PINEDA FINE SAND



ZONING MAP
N.T.S.



VICINITY MAP
N.T.S.

SITE DATA:

1. EXISTING ZONING: A-1
2. PROPOSED ZONING-PUD
3. EXISTING LAND USE-COMMERCIAL
4. PROPOSED LAND USE-COMMERCIAL AND INDUSTRIAL (SEE HATCHED AREA)
5. EXISTING SITE CONTAINS 22.30± ACRES
6. PROPOSED DEVELOPMENT: COMMERCIAL/INDUSTRIAL-SEE DEVELOPMENT ORDER.
7. MAXIMUM BLDG HEIGHT = 35 FT.
8. BUILDING SETBACKS:
   FRONT: 25 (UNLESS BUFFER IS LARGER)
   REAR: 10
   SIDE: 0
9. FEMA: PORTION OF THE NORTH EAST CORNER FALLS WITHIN ZONE X (500 YR.) THE REST OF THE SITE FALLS OUTSIDE THE 500 YR.
10. PROPOSED RIGHT-OFWAY = 50 FT. (PUBLIC)
11. PROPOSED ON-SITE PAVEMENT = 24 FT.
12. A PROPERTY OWNERS ASSOCIATION WILL BE ESTABLISHED TO MAINTAIN ALL COMMON AREAS.
13. ADEQUATE FIRE PROTECTION WLL BE PROVIDED PER SEMINOLE COUNTY CODE.
14. MAXIMUM SQUARE FOOTAGE TO ADHERE TO SEMINOLE COUNTY LDC.
15. PROPERTY COULD BE SUBDIVIDED AT A LATER DATE DEPENDING ON THE EVENTUAL END USERS.
16. SEE ATTACHED ENVIRONMENTAL REPORT FOR WETLANDS DATA. ANY POTENTIAL WETLAND IMPACTS TO BE ADDRESSED AT FINAL ENGINEERING.

PERMITTED USE DATA

C-1 (Entire Property)

(a) Any use permitted in the CS District.
(b) Amusement and commercial recreation within an enclosed building.
(c) Appliance stores.
(d) Bakeries, where all goods are sold on premises at retail.
(e) Banks.
(f) Churches.
(g) Day nurseries, kindergartens.
(h) Employment agencies.
(i) Funeral homes.
(j) Furniture stores.
(k) Hardware stores.
(l) Launderettes and laundromats.
(m) Pet stores.
(n) Plant nurseries.
(o) Private clubs and lodges.
(p) Quick print shops.
(q) Radio and television broadcasting studios, excluding towers.
(r) Radio and television sales and service.
(s) Restaurants, but not drive-in.
(t) Theatres, but not drive-in.
(u) Multifamily housing – such as condominiums, apartments and townhouses of medium to high density. Density and design criteria must conform to the standards for properties assigned the R-3 zoning classification.
(v) Above-store or above-office flats.
(w) Dry cleaners utilizing a Perman R308 dry cleaning machine or machine, found to be similar in nature by the Planning Manager, which provide dry cleaning services to only those customers bringing clothing and other materials to the site for service; provided, however, that this provision shall not apply to dry cleaning businesses with pick-up service or satellite facilities or to a dry cleaning plant.
(x) Veterinary clinics with no overnight boarding except for animals being treated on the premises at the time of their boarding.
(y) Communication towers when camouflage in design.

C-2 (Entire Property)

(a) Any use permitted in the C-1 District.
(b) Amusement and recreational facilities.
(c) Building and plumbing supplies.
(d) Car wash.
(e) Furniture warehouse with retail sales.
(f) Hotels and motels.
(g) Marine sales and service.
1 (h) Mobile home and recreational vehicle sales. (service/repair/interior build-out)
(i) Outdoor advertising signs.
(j) Parking garages.
(k) Printing and book binding shops.
(l) Automobile sales with no repair facilities.
(m) Veterinary hospitals and kennels.
(n) Multifamily housing – such as condominiums, apartments and townhouses of medium to high density. Density and design criteria must conform to the standards for properties assigned the R-3 zoning classification.
(o) Above-store or above-office flats.
(p) Communication towers when camouflage in design.
(q) Bed and Breakfast establishments.

C-3 (Small Scale Industrial Use Only)

(a) Any use permitted in the C-2 District excluding public or private elementary schools, middle schools, and high schools.
(b) Bakeries.
(c) Bottling and distribution plants.
(d) Cold storage and frozen foodlockers.
(e) Contractors' equipment-storage yards.
(f) Feed stores.
(g) Greenhouses – wholesale.
(h) Industrial trade schools.
(i) Laundry and dry-cleaning plants.
(j) Lithography and publishing plants.
(k) Lumber yards.
(l) Machinery sales and storage.
(m) Mechanical garages, bus, cab and truck repair, and storage.
(n) Paint and body shops.
(o) Plumbing shops.
(p) Trade shops, such as, upholstery, metal, cabinet.
(q) Warehouses.
(r) Wholesale meat and produce distribution with meat cutting, but not butchering.
(s) Communication towers when camouflage in design.
(t) Communication towers when monopole in design if the tower is under one hundred forty (140) feet in height.
(u) Office showroom.

M-1A (Small Scale Industrial Use Only)

(a) Manufacturing of the following:
(1) Garments.
(2) Photographic equipment and supplies.
(3) Bakery products.
(4) Boats.
(5) Ceramics, pottery, using electrically fired kilns.
(6) Chemical products and processing.
(7) Dairy products.
(8) Electrical machinery and equipment.
(9) Furniture.
(10) Glass and glass products, using electrically fired kilns.
(11) Pharmaceutical products.
(12) Shoes and leather goods, except no leather processing.
(13) Brooms and brushes.
(14) Candy and confectionery products.
(15) Cosmetics and toiletries, except soap.
(16) Candles.
(17) Jewelry.
(18) Optical equipment.
(19) Perfume.
(20) Precision instruments and machinery.
(21) Plastic products, except pyroxylin.
(22) Silverware.
(23) Spices and spice packing.
(24) Stationery.
(25) Toys.
(26) Electronic equipment and assembling.
(b) Beverage bottling and distribution.
(c) Cold storage and frozen-food lockers.
(d) Data proceeding services.
(e) Laundry and dry cleaning, except only nonflammable solvents shall be used. (Class IV National Fire Protective Association Code.)
(f) Living quarters for guards, custodians, and caretakers when such facilities are accessory uses to the primary use of the premises.
(g) Machine shops using only electrically fired forges.
(h) Assembling of metal, plastic, or cardboard containers.
(i) Post offices.
(j) Printing, bookbinding, lithographic platemaking, engraving, and publishing plants.
(k) General business and professional offices.
(l) Radio and television studios and offices.
(m) Restaurants.
(n) Signs, identification, directional, or which advertise products manufactured, processed, stored, or sold on the premises.
(o) Technical and trade schools.
(p) Testing of materials, equipment, and products.
(q) Truck terminals.
(r) Warehouses and storage buildings, providing no storage is done outside an enclosed structure.
(s) Manufacturing of water-based and/or epoxy-based coatings, adhesives, sealants, and paints.
(t) Medical clinics – out-patient service only.
(u) Public and private utility plants, stations and distribution office; provided, however, no sewer plant shall be located closer than two hundred (200) feet to the perimeter of the district nor shall any other utility plant, station, or distribution office be located closer than one hundred (100) feet to the perimeter of the district.
(v) Cabinetry and woodworking shops.
(w) Communication towers when camouflage in design.
(x) Communication towers when monopole in design if the tower is under one hundred forty (140) feet in height.
(y) Retail sales if ancillary to a use permitted by this section. For purposes of this subsection, "ancillary" shall mean supplementary, or secondary, not of primary importance.

MADDEN engineering inc
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

PRELIMINARY MASTER PLAN
FOR
ORANGE BLVD. PROPERTY
SEMINOLE COUNTY FLORIDA

CLIENT
BRIAR CORPORATION
P.O. BOX 470264
LAKE MONROE, FL. 32747

ENGINEER IN CHARGE:
CHADWICK H. MOORHEAD, P.E. #61781
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

	DATE	REVISIONS
1	6/28/05	REVISED PER SEMINOLE COUNTY COMMENTS
2	8/15/07	REVISED PER NEW BILLBOARD LOCATION
3	3/12/08	REVISED BILLBOARD HEIGHT
4		
5		
6		
7		
8		
9		
10		
11		

JOB # 25116
DATE: 6/21/05
SCALE: 1" = 100'
DESIGNED BY:
DRAWN BY:
APPROVED BY: CMM

C-1

FILE # Z2007-38 **DEVELOPMENT ORDER #07 21700007**

REVISED AND RESTATED
ORANGE BOULEVARD PROPERTY PUD
DEVELOPMENT ORDER

The Orange Boulevard Property PUD Development Order dated November 15, 2005 is hereby revised on March 25, 2008 to read as follows:

Legal description attached as Exhibit A.

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: KBC Development, Inc.

Project Name: Orange Boulevard Property PUD Major Amendment

Requested Development Approval: Rezone from PUD to PUD

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 aforedescribed property.

Prepared by: Austin Watkins, 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 (strikethroughs are deletions, underlines are additions):

a. Except as provided in paragraph (c) below, permitted uses throughout the development shall be in accordance with the provisions of the C-1 and C-2 districts, including special exception uses, with the following additional uses:
   - mechanical garage
   - lumber yard
   - construction company with outdoor storage screened from off-site view
   - highway striping company
   - paint and body shop
   - office showroom with no assembly or manufacturing
   - service stations with gas pumps as an accessory use

b. Except as provided in paragraph (c) below, permitted uses within the area of the development designated as Industrial per the Future Land Use Map shall be in accordance with the provisions of the M-1A district, including special exception uses.

c. Communications towers shall be allowed by right in the Commercial area of the site where listed as a permitted use in C-1 and C-2. Communications towers shall be allowed by right in the Industrial area of the site where listed as a permitted use in M-1A. Any communications tower which exceeds the limitations established by the Code for permitted uses shall require a major amendment to the PUD.

d. The following uses shall be prohibited within the development:
   - adult entertainment establishments
   - alcoholic beverage establishments
   - drive-in theatres
   - multi-family housing
   - ~~outdoor advertising signs~~

e. Development in the Industrial portion of the site shall be subject to a maximum floor area ratio (FAR) of 0.65. Other areas shall be limited to a maximum FAR of 0.35.

f. Outdoor storage of parts, supplies, or materials shall be limited to the area of the site designated Industrial on the Vision 2020 Plan, as amended by this request. Outdoor storage areas shall be screened from view from any road or adjoining parcel inside or outside of the development. Screening shall consist of walls, fences, and/or landscaping, and shall be opaque to a height of at least 8 feet. Such areas shall be located a minimum of 150 feet from the west boundary of the subject property.

g. The area between the internal access road and the west site boundary shall have a 25-foot buffer containing 4 canopy trees per 100 feet and a 6-foot high brick or masonry wall.
h. Building height shall be limited to 35 feet. Setbacks from the west property line shall be as follows:
   50 feet for 1-story buildings
   100 feet for 2-story buildings
   120 feet for 3-story buildings
i. Retention areas to be counted toward the minimum 25% open space requirement shall be landscaped, sodded and amenitized in accordance with the Land Development Code (Section 30.1344).
j. Retention ponds shall be designed such that they are not required to be fenced.
k. Dumpsters shall be screened so they are not visible from Orange Boulevard or nearby single family properties.
l. All mechanical equipment, ground or roof mounted, shall be screened from off-site view.
m. Parking of mobile CT-scan trucks or semi-tractor trailers shall be prohibited within 120 feet of the west property line. Where permitted, such vehicles shall be screened from off-site view.
n. All parking spaces shall be a minimum of 10 feet x 20 feet as required by the Land Development Code.
o. Outdoor lighting adjacent to the west property line will be limited to decorative lighting affixed to the front facades of buildings. Security lighting with motion sensors shall be permitted on any part of the site.
p. <u>All development shall comply with the Preliminary Master Plan, attached as Exhibit B.</u>

(4) This Development Order touches and concerns the aforedescribed 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, KBC DEVELOPMENT INC., on behalf of itself and its 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

_____
Witness

_____
Print Name

_____
Michael J. Good
Chief Executive Officer

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 Michael J. Good, and is personally known to me or who has produced _____ as identification and who acknowledged and executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2008.

_____

Notary Public, in and for the County and State Aforementioned

My Commission Expires:

EXHIBIT A
Legal Description

PARCEL 1: THE WEST 125 FEET OF LOT 6 AND THE EAST 75 FEET OF LOT 7 AND THE EAST 150 FEET OF LOT 10 AND THE WEST 50 FEET OF LOT 11, BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 2: LOT 4 (LESS THE EAST 104.41 FEET); ALL OF LOT 5 AND LOT 6 (LESS THE WEST 125 FEET) AND THE EAST 125 FEET OF LOT 11 AND LOT 12 (LESS THE EAST 87.7 FEET), BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 3: LOT 8 AND THE WEST 65 FEET OF LOT 7, BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 4: LOT 9 AND THE WEST 25 FEET OF LOT 10, BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

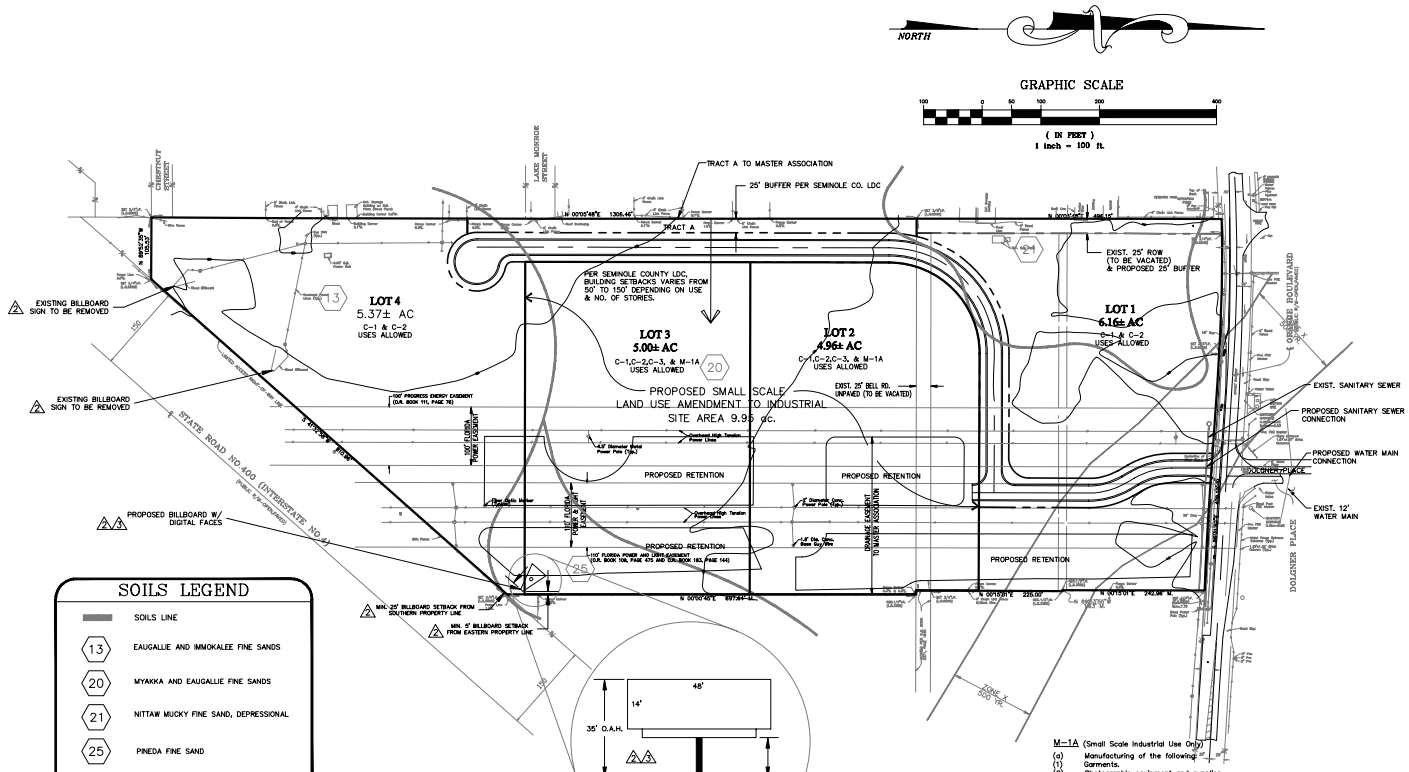
PARCEL 5: LOT 29 (LESS THAT PART WITHIN THE RIGHT OF WAY OF INTERSTATE HIGHWAY #4), ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 114, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 6: LOT 28, ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 114, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

ALSO:BELL ROAD LYING SOUTH OF LOTS 9, 10, 11 AND 12 (LESS THE EAST 87.7 FEET), AND LYING WEST OF LOTS 8 AND 9, BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

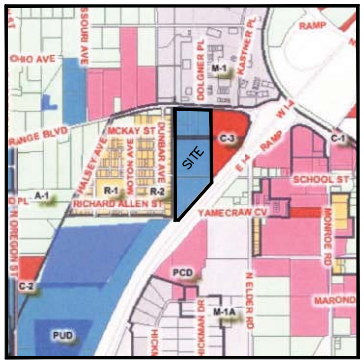
EXHIBIT B

Revised Preliminary Master Plan

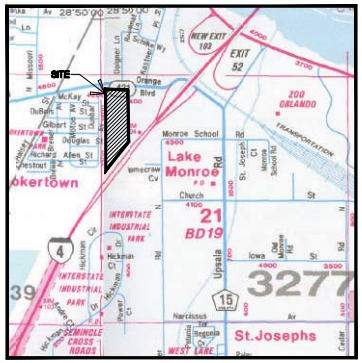


SOILS LEGEND

- SOILS LINE
- 13 — EAUGALLIE AND IMMOKALEE FINE SANDS
- 20 — MYAKKA AND EAUGALLIE FINE SANDS
- 21 — NITTAW MUCKY FINE SAND, DEPRESSIONAL
- 25 — PINEDA FINE SAND



ZONING MAP
N.T.S.



VICINITY MAP
N.T.S.

SITE DATA:

1. EXISTING ZONING: A-1
2. PROPOSED ZONING-PUD
3. EXISTING LAND USE-COMMERCIAL
4. PROPOSED LAND USE-COMMERCIAL AND INDUSTRIAL (SEE HATCHED AREA)
5. EXISTING SITE CONTAINS 22.30± ACRES
6. PROPOSED DEVELOPMENT: COMMERCIAL/INDUSTRIAL-SEE DEVELOPMENT ORDER.
7. MAXIMUM BLDG HEIGHT = 35 FT.
8. BUILDING SETBACKS:
   FRONT: 25 (UNLESS BUFFER IS LARGER)
   REAR: 10
   SIDE: 0
9. FEMA: PORTION OF THE NORTH EAST CORNER FALLS WITHIN ZONE X (500 YR.) THE REST OF THE SITE FALLS OUTSIDE THE 500 YR.
10. PROPOSED RIGHT-OFWAY = 50 FT. (PUBLIC)
11. PROPOSED ON-SITE PAVEMENT = 24 FT.
12. A PROPERTY OWNERS ASSOCIATION WILL BE ESTABLISHED TO MAINTAIN ALL COMMON AREAS.
13. ADEQUATE FIRE PROTECTION WLL BE PROVIDED PER SEMINOLE COUNTY CODE.
14. MAXIMUM SQUARE FOOTAGE TO ADHERE TO SEMINOLE COUNTY LDC.
15. PROPERTY COULD BE SUBDIVIDED AT A LATER DATE DEPENDING ON THE EVENTUAL END USERS.
16. SEE ATTACHED ENVIRONMENTAL REPORT FOR WETLANDS DATA. ANY POTENTIAL WETLAND IMPACTS TO BE ADDRESSED AT FINAL ENGINEERING.

PERMITTED USE DATA

C-1 (Entire Property)

(a) Any use permitted in the CS District.
(b) Amusement and commercial recreation within an enclosed building.
(c) Appliance stores.
(d) Bakeries, where all goods are sold on premises at retail.
(e) Banks.
(f) Churches.
(g) Day nurseries, kindergartens.
(h) Employment agencies.
(i) Funeral homes.
(j) Furniture stores.
(k) Hardware stores.
(l) Launderettes and laundromats.
(m) Pet stores.
(n) Plant nurseries.
(o) Private clubs and lodges.
(p) Quick print shops.
(q) Radio and television broadcasting studios, excluding towers.
(r) Radio and television sales and service.
(s) Restaurants, but not drive-in.
(t) Theatres, but not drive-in.
(u) Multifamily housing – such as condominiums, apartments and townhouses of medium to high density. Density and design criteria must conform to the standards for properties assigned the R-3 zoning classification.
(v) Above-store or above-office flats.
(w) Dry cleaners utilizing a Perman R308 dry cleaning machine or machine, found to be similar in nature by the Planning Manager, which provide dry cleaning services to only those customers bringing clothing and other materials to the site for service; provided, however, that this provision shall not apply to dry cleaning businesses with pick-up service or satellite facilities or to a dry cleaning plant.
(x) Veterinary clinics with no overnight boarding except for animals being treated on the premises at the time of their boarding.
(y) Communication towers when camouflage in design.

C-2 (Entire Property)

(a) Any use permitted in the C-1 District.
(b) Amusement and recreational facilities.
(c) Building and plumbing supplies.
(d) Car wash.
(e) Furniture warehouse with retail sales.
(f) Hotels and motels.
(g) Marine sales and service.
1 (h) Mobile home and recreational vehicle sales. (service/repair/interior build-out)
(i) Outdoor advertising signs.
(j) Parking garages.
(k) Printing and book binding shops.
(l) Automobile sales with no repair facilities.
(m) Veterinary hospitals and kennels.
(n) Multifamily housing – such as condominiums, apartments and townhouses of medium to high density. Density and design criteria must conform to the standards for properties assigned the R-3 zoning classification.
(o) Above-store or above-office flats.
(p) Communication towers when camouflage in design.
(q) Bed and Breakfast establishments.

C-3 (Small Scale Industrial Use Only)

(a) Any use permitted in the C-2 District excluding public or private elementary schools, middle schools, and high schools.
(b) Bakeries.
(c) Bottling and distribution plants.
(d) Cold storage and frozen foodlockers.
(e) Contractors' equipment-storage yards.
(f) Feed stores.
(g) Greenhouses – wholesale.
(h) Industrial trade schools.
(i) Laundry and dry-cleaning plants.
(j) Lithography and publishing plants.
(k) Lumber yards.
(l) Machinery sales and storage.
(m) Mechanical garages, bus, cab and truck repair, and storage.
(n) Paint and body shops.
(o) Plumbing shops.
(p) Trade shops, such as, upholstery, metal, cabinet.
(q) Warehouses.
(r) Wholesale meat and produce distribution with meat cutting, but not butchering.
(s) Communication towers when camouflage in design.
(t) Communication towers when monopole in design if the tower is under one hundred forty (140) feet in height.
(u) Office showroom.

M-1A (Small Scale Industrial Use Only)

(a) Manufacturing of the following:
(1) Garments.
(2) Photographic equipment and supplies.
(3) Bakery products.
(4) Boats.
(5) Ceramics, pottery, using electrically fired kilns.
(6) Chemical products and processing.
(7) Dairy products.
(8) Electrical machinery and equipment.
(9) Furniture.
(10) Glass and glass products, using electrically fired kilns.
(11) Pharmaceutical products.
(12) Shoes and leather goods, except no leather processing.
(13) Brooms and brushes.
(14) Candy and confectionery products.
(15) Cosmetics and toiletries, except soap.
(16) Candles.
(17) Jewelry.
(18) Optical equipment.
(19) Perfume.
(20) Precision instruments and machinery.
(21) Plastic products, except pyroxylin.
(22) Silverware.
(23) Spices and spice packing.
(24) Stationery.
(25) Toys.
(26) Electronic equipment and assembling.
(b) Beverage bottling and distribution.
(c) Cold storage and frozen-food lockers.
(d) Data proceeding services.
(e) Laundry and dry cleaning, except only nonflammable solvents shall be used. (Class IV National Fire Protective Association Code.)
(f) Living quarters for guards, custodians, and caretakers when such facilities are accessory uses to the primary use of the premises.
(g) Machine shops using only electrically fired forges.
(h) Assembling of metal, plastic, or cardboard containers.
(i) Post offices.
(j) Printing, bookbinding, lithographic platemaking, engraving, and publishing plants.
(k) General business and professional offices.
(l) Radio and television studios and offices.
(m) Restaurants.
(n) Signs, identification, directional, or which advertise products manufactured, processed, stored, or sold on the premises.
(o) Technical and trade schools.
(p) Testing of materials, equipment, and products.
(q) Truck terminals.
(r) Warehouses and storage buildings, providing no storage is done outside an enclosed structure.
(s) Manufacturing of water-based and/or epoxy-based coatings, adhesives, sealants, and paints.
(t) Medical clinics – out-patient service only.
(u) Public and private utility plants, stations and distribution office; provided, however, no sewer plant shall be located closer than two hundred (200) feet to the perimeter of the district nor shall any other utility plant, station, or distribution office be located closer than one hundred (100) feet to the perimeter of the district.
(v) Cabinetry and woodworking shops.
(w) Communication towers when camouflage in design.
(x) Communication towers when monopole in design if the tower is under one hundred forty (140) feet in height.
(y) Retail sales if ancillary to a use permitted by this section. For purposes of this subsection, "ancillary" shall mean supplementary, or secondary, not of primary importance.

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JOB # 25116
DATE: 6/21/05
SCALE: 1" = 100'
DESIGNED BY:
DRAWN BY:
APPROVED BY: CMM

C-1

VOLUNTARY BILLBOARD AGREEMENT

This Voluntary Billboard Agreement is made this 25th day of March, 2008, between and among CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation whose address is 5333 Old Winter Garden Road, Orlando, FL 32811 (hereafter "OUTDOOR"), KBC DEVELOPMENT, INC., a Florida corporation whose address is 1590 Bobby Lee Point, Sanford, Florida 32771 (hereafter "KBC"), and Seminole County, a political subdivision of the State of Florida whose address is 1101 East First Street, Sanford, Florida 32771 (hereafter "County").

Recitals

WHEREAS, OUTDOOR is the owner of outdoor advertising signs located in Seminole County, one (1) is located upon property owned by KBC on the KBC removal property, parcel ID# 16-19-30-5AC-0000-0290, located in Seminole County, and one (1) is located on property owned by FEATHERLITE COACHES, INC (hereafter "FEATHERLITE") located at Parcel # 21-19-30-503-0000-0010 (the "Existing Signs"); and

WHEREAS, KBC leases one (1) additional outdoor advertising sign located on the KBC removal property, parcel ID# 16-19-30-5AC-0000-0290, located in Seminole County, owned by another outdoor advertising company (the "Existing Signs"); and

WHEREAS, the Existing Signs, in one respect or another, do not conform to current standards for outdoor advertising signs, however, are legally existing and allowed to remain in use as non-conforming signs under the County's Land Development Code (the "LDC"); and

WHEREAS, OUTDOOR proposes to construct a new outdoor advertising sign in exchange for the removal of the three (3) Existing Signs; and

WHEREAS, Florida law and Ordinance 2003-20 authorize agreements of this type; and

WHEREAS, KBC and FEATHERLITE join in this agreement in order to waive and release any claims they may have against the County as a result of the removal of the Existing Signs; and

WHEREAS, the Board of County Commissioners (BCC) finds and determines that the provisions of this agreement are in the public interest and that the sign removal to replacement ratio is appropriate under the circumstances involved in this agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree to the following provisions:

1. Recitals. The foregoing recitals express the intent of the parties and are incorporated herein.

2. The Existing Signs. OUTDOOR is the owner of two (2) outdoor advertising signs which are located on property owned by KBC (parcel ID# 16-19-30-5AC-0000-0290, west of US 17-92 on the north side of I-4), the KBC removal property, and FEATHERLITE (parcel ID# 21-19-30-503-0000-0010, west of US 17-92 on the north side of I-4). The legal description of each parcel is contained in the attached Exhibit "A". Each Existing Sign does not comply with the terms of the LDC in one or more respects. Within one (1) year after execution and approval of this agreement by all parties OUTDOOR shall apply for demolition permits for its two (2) Existing Signs and, within a reasonable time thereafter, demolish them, remove all debris from the properties and dispose of same in accordance with applicable regulations.

A. KBC leases and controls one (1) outdoor advertising signs located on the KBC removal property, owned by KBC (parcel ID# 16-19-30-5AC-0000-0290, west of US 17-92 on the north side of I-4), The legal description of each parcel is contained in the attached Exhibit "A". This Existing Sign does not comply with the terms of the LDC in one or more respects. Within four (4) months after execution and approval of this agreement by all parties KBC shall either itself apply or cause the owner of the additional outdoor advertising sign located on the subject property to apply for demolition permits for its Existing Sign and, within a reasonable time thereafter, demolish it, remove all debris from the properties and dispose of same in accordance with applicable regulations.

3. In all events, demolition of the Existing Signs shall be completed before a permit is issued by the COUNTY authorizing construction of the new sign as detailed in paragraph 4 C.

4. <u>The New outdoor advertising sign structure</u>.

A. **<u>The Location</u>.** The new sign is to be located on property owned by KBC (parcel ID# 16-19-30-5AC-0000-0280, on the north side of I-4, 0.8 miles west of US17-92). The legal description of the parcel is attached hereto as Exhibit "B". Two outdoor advertising signs currently exist on the adjacent parcel. The County hereby finds and determines that locating a new sign on this parcel and removing the existing signs on the adjacent parcel, is in the best interest of the public. The applicable zoning classification is PUD, which does permit outdoor advertising, per Development Order # 07-21700007.

Clear Channel Outdoor, Inc. will build and own the new outdoor advertising sign structure. All rights and responsibilities, future and current to this sign structure, will remain with Clear Channel Outdoor, Inc.

B. Permits and Construction. OUTDOOR shall be responsible for obtaining all required permits to construct the new sign, including a permit from the Florida Department of Transportation. Failure to obtain the required permits within one (1) year after execution and approval of this agreement by all parties shall, unless otherwise agreed to in writing, render this agreement null and void and each party shall thereafter be released from all obligations hereunder. In no event shall the COUNTY issue a permit for the construction of the new sign until all Existing Signs have been demolished, removed and disposed of. However, the COUNTY shall provide OUTDOOR with (i) a letter indicating approval of the location of the new sign if required by the State of Florida, and (ii) completion of any FDOT forms that are required to be completed by local government. Such a letter shall not be construed to authorize construction of the new sign if the Existing Signs have not been demolished, removed and properly disposed of.

C. Description. Except as stated in this agreement, the new sign shall meet all requirements of the LDC and applicable regulations of the State of Florida. In addition, the new sign shall meet all requirements shown on the attached Exhibit "C" which is incorporated herein by this reference, shall have two (2) faces, each 14' x 48' (plus embellishments) and shall be supported by a steel monopole. The new sign shall not exceed an overall height of thirty-five (35) feet tall, unless a variance is granted.

D. Land use. The COUNTY hereby verifies that regarding the property owned by KBC (parcel ID# 16-19-30-5AC-0000-0280, on the north side of I-4, 0.8 miles west of US17-92), (i) the Future Land Use designation is Industrial, the zoning designation is PUD, (ii) the land use and zoning designation on this parcel allow other commercial and industrial

activities other than outdoor advertising also on the property, according to Development Order # 07 21700007.

E. **Visibility of the new outdoor advertising sign structure.** The County agrees not to: (i) build any structure or, (ii) install any vegetation or, (iii) require the installation of any vegetation, or (iv) allow the installation of any vegetation, on private property or within the public rights-of-way within one thousand five hundred feet (1500') of either side of the faces of the New Sign that would impair the visibility of the New Sign to traffic traveling on Interstate 4.

5. **Waiver and Release of Claims.** In accordance with the requirements of Ordinance 2003-20, OUTDOOR and KBC individually waive and hereby release the County from and against any and all claims for compensation or other reimbursement resulting from the demolition, removal and disposal of the Existing Signs. This waiver and release is intended by each party to forego any and all claims which that party may have as a result of any provision of Section 70.20, Florida Statutes (2003) or the provisions of any other statute or the common law. In addition, OUTDOOR and KBC each acknowledge that their execution of this agreement was a voluntary act and that the County has not offered any inducements, not made any promises or threats, and has not made any representations or promises in order to cause any party to enter into this agreement.

6. **County Responsibility for the New Sign**. OUTDOOR and KBC, jointly and severally, acknowledge and agree that the County bears no responsibility for the location, design, construction, operation or maintenance of the New Sign. Further, OUTDOOR and KBC, jointly and severally, acknowledge and agree that the County has no control over and bears no responsibility for the content of any advertising which may

appear on the New Sign. OUTDOOR expressly assumes all responsibility for the location, design, construction, operation and maintenance of the New Sign as well as the content of any advertising which may appear on the New Sign.

7. **Development Order #07-21700007.** Development Order #05-20500008 governing the subject property has been amended by the new Development Order #07-21700007 to allow one new (1) outdoor advertising sign structure on the property to be constructed and owned by Clear Channel Outdoor, Inc.

8. **Complete Understanding**. The parties agree that this agreement embodies the complete understanding of the parties with respect to the subject matter hereof and supersedes all previous understandings, discussions and agreements, whether oral, expressed or implied.

9. **Amendment**. The parties may amend this Agreement only by a written instrument signed by each of the parties. There cannot be any variation, modification, amendment or change to the terms of this agreement except as may be made in writing and executed by each party hereto. If any party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of another party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this agreement.

10. **Severability.** The parties agree that the terms and provisions of this agreement are not severable and in the event any portion of this agreement shall be found to invalid, illegal or in conflict with any applicable federal, state, or local law or regulation, then this entire agreement shall be null and void and each party shall be released from any further performance or liability hereunder.

11. **Controlling Law and Venue**. This Agreement shall be construed under the laws of the State of Florida. Venue for any proceeding arising under this agreement shall be in the Eighteenth Judicial Circuit in and for Seminole County, Florida as to State actions and in the United States District Court for the Middle District of Florida as to Federal actions.

10. **Authority to Execute and Bind.** Each party represents and warrants that all requisite actions have been taken to authorize execution of this agreement by the person signing on behalf of that party and thereby bind that party to the terms and conditions of this agreement.

11. **Successors and Assigns.** The provisions of this agreement shall be binding upon and inure to the benefit of the successors and assigns of each party. A copy of this executed Agreement shall be an attachment and referenced in all subsequent leases of the billboard.

12. **Construction.** The provisions of this agreement shall not be construed in favor of or against any particular party as each party has reviewed the terms and conditions hereof and, by execution of this agreement, acknowledges that said party has carefully considered the legal ramifications of this instrument, has consulted with independent legal counsel or has knowingly and willingly chosen not to do so.

13. **Recording.** This agreement shall be recorded in the public records of Seminole County and the cost is to be born by OUTDOOR.

IN WITNESS WHEREOF, County, OUTDOOR, and KBC have caused their duly authorized representatives to execute this Agreement.

ATTEST:
COMMISSIONERS

BOARD OF COUNTY

SEMINOLE COUNTY, FLORIDA

_____
By: Brenda Carey, Chairman

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of

Date:

_____
Seminole County, Florida.

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their _____, 2008, regular meeting.

_____
County Attorney
SPL/la

Signed, sealed and delivered
in our presence as witnesses

CLEAR CHANNEL OUTDOOR, INC.

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

By: _____
Craig Swygert, President
Orlando Division

STATE OF_____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____day of _____ 2008, by Craig Swygert, the President of the Orlando Division of CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation. He is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large.
My Commission Expires:
Serial No._____

Signed, sealed and delivered
in our presence as witnesses

KBC DEVELOPMENT, INC.

_____
Signature

_____
Print Name

By: _____
Michael J. Good, President

_____
Signature

_____
Print Name

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____day of _____ 2008, by Michael J. Good, the President of KBC DEVELOPMENT, INC., a Florida corporation. He is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large.
My Commission Expires:
Serial No._____

Waiver and Release of Claims by Featherlite Coaches, Inc.

for Removal of Existing Signs

In accordance with the requirements of Ordinance 2003-20, FEATHERLITE Coaches, Inc. waives and hereby releases the County from and against any and all claims for compensation or other reimbursement resulting from the demolition, removal and disposal of the Existing Sign located on Parcel ID # 21-19-30-503-0000-0010. This waiver and release is intended by each party to forego any and all claims which that party may have as a result of any provision of Section 70.20, Florida Statutes (2003) or the provisions of any other statute or the common law. In addition, FEATHERLITE acknowledges that their execution of this waiver was a voluntary act and that the County has not offered any inducements, not made any promises or threats, and has not made any representations or promises in order to cause any party to execute the same.

Signed, sealed and delivered
in our presence as witnesses

FEATHERLITE COACHES, INC

_____
Signature

_____
Print Name

By: _____
Conrad Clement, Chairman

_____
Signature

_____
Print Name

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____day of _____ 2008, by Conrad Clement, the President of FEATHERLITE COACHES, INC., a Florida corporation. He is personally known to me or has produced _____ as identification.

_____
Notary Public
State of Florida at Large.
My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTIONS OF EXISTING SIGNS

Parcel ID # 16-19-30-5AC-0000-0290:

THAT PT OF LOT 29 W OF ST RD 400 ST JOSEPHS
PB 1 PG 114

Parcel ID # 21-19-30-503-0000-0010:

LOTS 1 2 3 13 14 & 15 (LESS PT OF LOTS 1 & 15 IN ST RD 400 & PT IN ORANGE AVE ON N & N 70 FT) & E 104.41 FT OF LOT 4 & E 87.78 FT OF LOT 12 & VACD ST ADJ ON S & VACD ST ADJ ON E BELLS SUBD PB 6 PG 47 &

EXHIBIT "B"

LEGAL DESCRIPTION OF NEW OUTDOOR ADVERTISING SIGN STRUCTURE

Parcel ID # 16-19-30-5AC-0000-0280:

LOT 28 & S ½ OF VACD R/W ADJ ON N ST JOSEPHS
PB 1 PG 114

EXHIBIT “C”

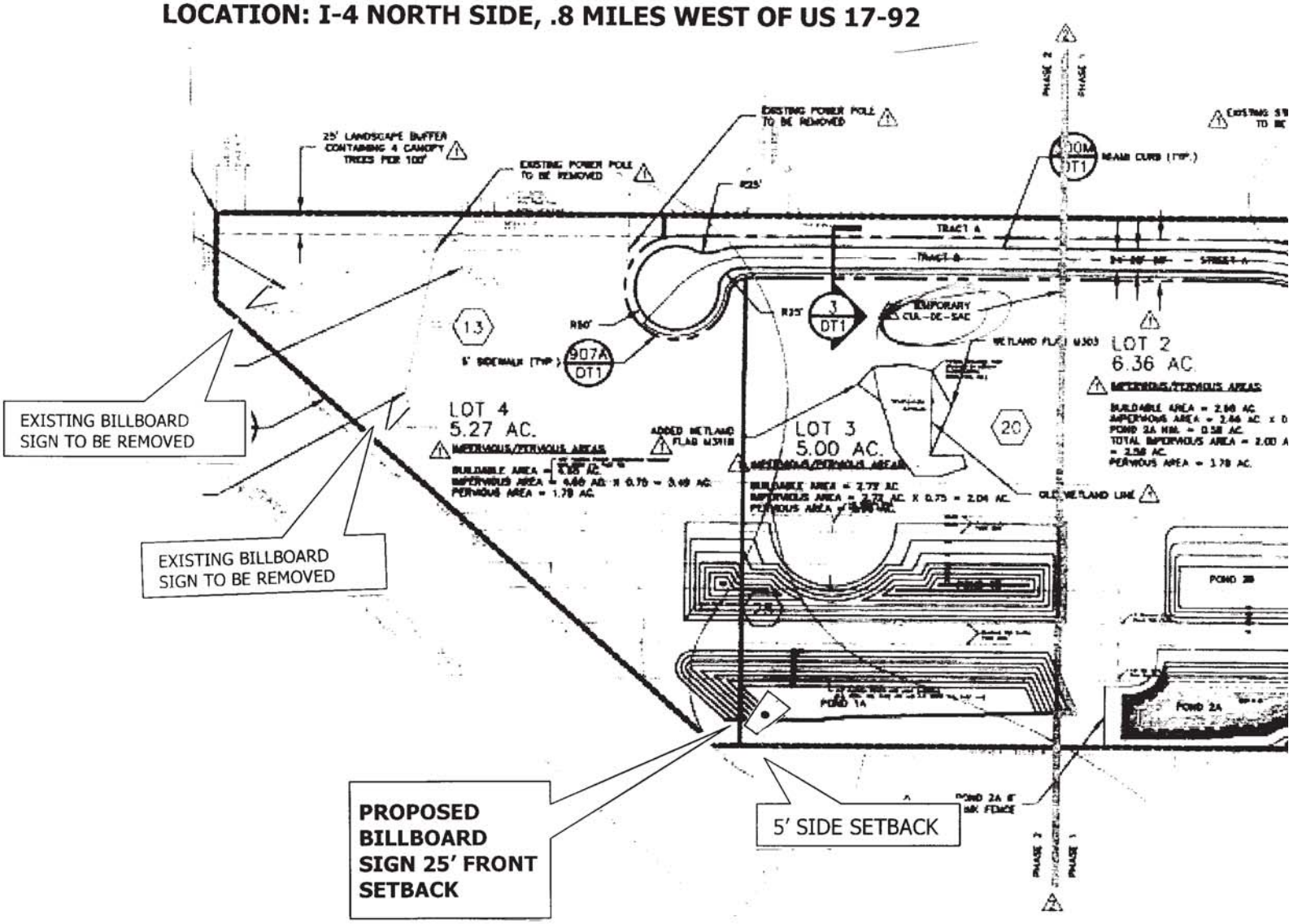
SPECIFICATIONS FOR NEW SIGN

New Billboard Specifications

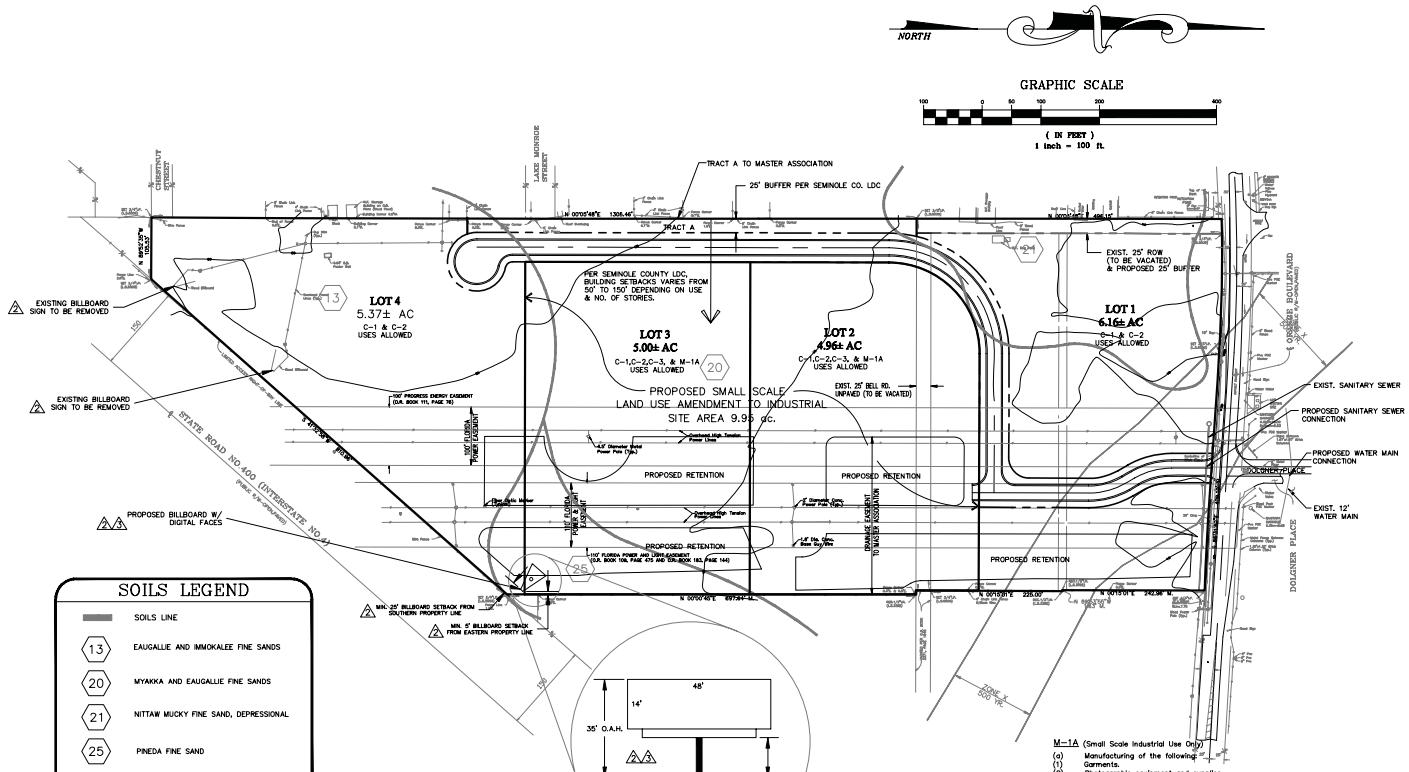
- One new modern steel monopole with a center mounted support pole.
- Overall height will be 35' above the crown of I-4, unless the BOA grants some alternative.
- The sign will contain two 14' x 48' illuminated faces, a square footage of 672 for each face, plus embellishments.
- Upward lighting is permitted.
- The sign will have a 25' front setback from I-4 and a 5' side setback from the property line.
- The sign will be permitted to contain traditional, static faces, digital/electronic faces or a combination thereof. These faces may or may not contain internal illumination.
- If the sign has digital/electronic face(s), in accordance with Florida Statutes Chap 479 and F.A.C. Chap 14-10, the static display time for each message will be a minimum of 6 (six) seconds.
- If acceptable to the landowner, CCO will agree to landscape an area near the base of the sign, in accordance with sound and generally acceptable landscape architecture principles. However, any plantings must allow us full access to the structure and must not obscure the sign face or faces.

(f) Hotels and motels.
(g) Marine sales and service.
(h) Mobile home and recreational vehicle sales.
(i) Outdoor advertising signs.
(j) Parking garages.
(k) Printing and book binding shops.
(l) Automobile sales with no repair facilities.
(m) Veterinary hospitals and kennels.
(n) Above-store or above-office flats.
(o) Communication towers when camouflage in design will require a major amendment to the PUD.
(p) Bed and Breakfast establishments.

SITE PLAN 1" = 100' AUGUST 14, 2007 CLEAR CHANNEL OUTDOOR
SEMINOLE COUNTY PROPOSED BILLBOARD SIGN
CLEAR CHANNEL OUTDOOR PARCEL # 16-19-30-5AC-0000-0280
LAND OWNER: KBC DEVELOPMENT, INC.
LOCATION: I-4 NORTH SIDE, .8 MILES WEST OF US 17-92

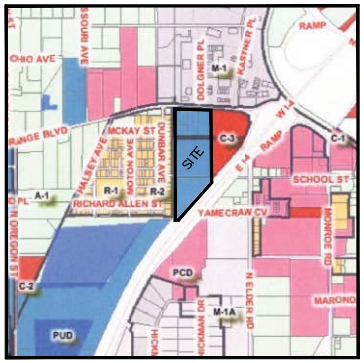


(j) Printing, bookbinding, lithographic platemaking, engraving, and publishing plants.
(k) General business and professional offices.
(l) Radio and television studios and offices.
(m) Restaurants.
(n) Signs, identification, directional, or which advertise products manufactured, processed, stored, or sold on the premises.
(o) Technical and trade schools.
(p) Testing of materials, equipment, and products.
(q) Truck terminals.
(r) Warehouses and storage buildings, providing no storage is done outside an enclosed structure.
(s) Manufacturing of water-based and/or epoxy-based coatings, adhesives, sealants, and paints.
(t) Medical clinics – out-patient service only.
(u) Public and private utility plants, stations and distribution offices, provided, however, no sewer plant shall be located closer than two hundred (200) feet to the perimeter of the district nor shall any other utility plant, station, or distribution office be located closer than one hundred (100) feet to the perimeter of the district.

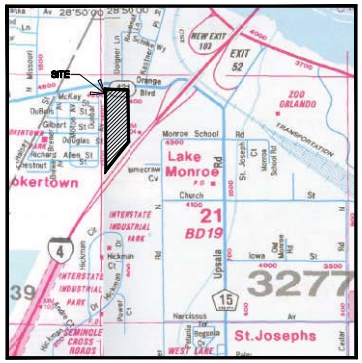


SOILS LEGEND

- SOILS LINE
- 13 — EAUGALLIE AND IMMOKALEE FINE SANDS
- 20 — MYAKKA AND EAUGALLIE FINE SANDS
- 21 — NITTAW MUCKY FINE SAND, DEPRESSIONAL
- 25 — PINEDA FINE SAND



ZONING MAP
N.T.S.



VICINITY MAP
N.T.S.

SITE DATA:

1. EXISTING ZONING: A-1
2. PROPOSED ZONING-PUD
3. EXISTING LAND USE-COMMERCIAL
4. PROPOSED LAND USE-COMMERCIAL AND INDUSTRIAL (SEE HATCHED AREA)
5. EXISTING SITE CONTAINS 22.30± ACRES
6. PROPOSED DEVELOPMENT: COMMERCIAL/INDUSTRIAL-SEE DEVELOPMENT ORDER.
7. MAXIMUM BLDG HEIGHT = 35 FT.
8. BUILDING SETBACKS:
   FRONT: 25 (UNLESS BUFFER IS LARGER)
   REAR: 10
   SIDE: 0
9. FEMA: PORTION OF THE NORTH EAST CORNER FALLS WITHIN ZONE X (500 YR.) THE REST OF THE SITE FALLS OUTSIDE THE 500 YR.
10. PROPOSED RIGHT-OFWAY = 50 FT. (PUBLIC)
11. PROPOSED ON-SITE PAVEMENT = 24 FT.
12. A PROPERTY OWNERS ASSOCIATION WILL BE ESTABLISHED TO MAINTAIN ALL COMMON AREAS.
13. ADEQUATE FIRE PROTECTION WLL BE PROVIDED PER SEMINOLE COUNTY CODE.
14. MAXIMUM SQUARE FOOTAGE TO ADHERE TO SEMINOLE COUNTY LDC.
15. PROPERTY COULD BE SUBDIVIDED AT A LATER DATE DEPENDING ON THE EVENTUAL END USERS.
16. SEE ATTACHED ENVIRONMENTAL REPORT FOR WETLANDS DATA. ANY POTENTIAL WETLAND IMPACTS TO BE ADDRESSED AT FINAL ENGINEERING.

PERMITTED USE DATA

C-1 (Entire Property)

(a) Any use permitted in the CS District.
(b) Amusement and commercial recreation within an enclosed building.
(c) Appliance stores.
(d) Bakeries, where all goods are sold on premises at retail.
(e) Banks.
(f) Churches.
(g) Day nurseries, kindergartens.
(h) Employment agencies.
(i) Funeral homes.
(j) Furniture stores.
(k) Hardware stores.
(l) Launderettes and laundromats.
(m) Pet stores.
(n) Plant nurseries.
(o) Private clubs and lodges.
(p) Quick print shops.
(q) Radio and television broadcasting studios, excluding towers.
(r) Radio and television sales and service.
(s) Restaurants, but not drive-in.
(t) Theatres, but not drive-in.
(u) Multifamily housing – such as condominiums, apartments and townhouses of medium to high density. Density and design criteria must conform to the standards for properties assigned the R-3 zoning classification.
(v) Above-store or above-office flats.
(w) Dry cleaners utilizing a Perman R308 dry cleaning machine or machine, found to be similar in nature by the Planning Manager, which provide dry cleaning services to only those customers bringing clothing and other materials to the site for service; provided, however, that this provision shall not apply to dry cleaning businesses with pick-up service or satellite facilities or to a dry cleaning plant.
(x) Veterinary clinics with no overnight boarding except for animals being treated on the premises at the time of their boarding.
(y) Communication towers when camouflage in design.

C-2 (Entire Property)

(a) Any use permitted in the C-1 District.
(b) Amusement and recreational facilities.
(c) Building and plumbing supplies.
(d) Car wash.
(e) Furniture warehouse with retail sales.
(f) Hotels and motels.
(g) Marine sales and service.
1 (h) Mobile home and recreational vehicle sales. (service/repair/interior build-out)
(i) Outdoor advertising signs.
(j) Parking garages.
(k) Printing and book binding shops.
(l) Automobile sales with no repair facilities.
(m) Veterinary hospitals and kennels.
(n) Multifamily housing – such as condominiums, apartments and townhouses of medium to high density. Density and design criteria must conform to the standards for properties assigned the R-3 zoning classification.
(o) Above-store or above-office flats.
(p) Communication towers when camouflage in design.
(q) Bed and Breakfast establishments.

C-3 (Small Scale Industrial Use Only)

(a) Any use permitted in the C-2 District excluding public or private elementary schools, middle schools, and high schools.
(b) Bakeries.
(c) Bottling and distribution plants.
(d) Cold storage and frozen foodlockers.
(e) Contractors' equipment-storage yards.
(f) Feed stores.
(g) Greenhouses – wholesale.
(h) Industrial trade schools.
(i) Laundry and dry-cleaning plants.
(j) Lithography and publishing plants.
(k) Lumber yards.
(l) Machinery sales and storage.
(m) Mechanical garages, bus, cab and truck repair, and storage.
(n) Paint and body shops.
(o) Plumbing shops.
(p) Trade shops, such as, upholstery, metal, cabinet.
(q) Warehouses.
(r) Wholesale meat and produce distribution with meat cutting, but not butchering.
(s) Communication towers when camouflage in design.
(t) Communication towers when monopole in design if the tower is under one hundred forty (140) feet in height.
(u) Office showroom.

M-1A (Small Scale Industrial Use Only)

(a) Manufacturing of the following:
(1) Garments.
(2) Photographic equipment and supplies.
(3) Bakery products.
(4) Boats.
(5) Ceramics, pottery, using electrically fired kilns.
(6) Chemical products and processing.
(7) Dairy products.
(8) Electrical machinery and equipment.
(9) Furniture.
(10) Glass and glass products, using electrically fired kilns.
(11) Pharmaceutical products.
(12) Shoes and leather goods, except no leather processing.
(13) Brooms and brushes.
(14) Candy and confectionery products.
(15) Cosmetics and toiletries, except soap.
(16) Candles.
(17) Jewelry.
(18) Optical equipment.
(19) Perfume.
(20) Precision instruments and machinery.
(21) Plastic products, except pyroxylin.
(22) Silverware.
(23) Spices and spice packing.
(24) Stationery.
(25) Toys.
(26) Electronic equipment and assembling.
(b) Beverage bottling and distribution.
(c) Cold storage and frozen-food lockers.
(d) Data proceeding services.
(e) Laundry and dry cleaning, except only nonflammable solvents shall be used. (Class IV National Fire Protective Association Code.)
(f) Living quarters for guards, custodians, and caretakers when such facilities are accessory uses to the primary use of the premises.
(g) Machine shops using only electrically fired forges.
(h) Assembling of metal, plastic, or cardboard containers.
(i) Post offices.
(j) Printing, bookbinding, lithographic platemaking, engraving, and publishing plants.
(k) General business and professional offices.
(l) Radio and television studios and offices.
(m) Restaurants.
(n) Signs, identification, directional, or which advertise products manufactured, processed, stored, or sold on the premises.
(o) Technical and trade schools.
(p) Testing of materials, equipment, and products.
(q) Truck terminals.
(r) Warehouses and storage buildings, providing no storage is done outside an enclosed structure.
(s) Manufacturing of water-based and/or epoxy-based coatings, adhesives, sealants, and paints.
(t) Medical clinics – out-patient service only.
(u) Public and private utility plants, stations and distribution office; provided, however, no sewer plant shall be located closer than two hundred (200) feet to the perimeter of the district nor shall any other utility plant, station, or distribution office be located closer than one hundred (100) feet to the perimeter of the district.
(v) Cabinetry and woodworking shops.
(w) Communication towers when camouflage in design.
(x) Communication towers when monopole in design if the tower is under one hundred forty (140) feet in height.
(y) Retail sales if ancillary to a use permitted by this section. For purposes of this subsection, "ancillary" shall mean supplementary, or secondary, not of primary importance.

MADDEN engineering inc
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

PRELIMINARY MASTER PLAN
FOR
ORANGE BLVD. PROPERTY
SEMINOLE COUNTY FLORIDA

CLIENT
BRIAR CORPORATION
P.O. BOX 470264
LAKE MONROE, FL. 32747

ENGINEER IN CHARGE:
CHADWICK H. MOORHEAD, P.E. #61781
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

	DATE	REVISIONS
1	6/28/05	REVISED PER SEMINOLE COUNTY COMMENTS
2	8/15/07	REVISED PER NEW BILLBOARD LOCATION
3	3/12/08	REVISED BILLBOARD HEIGHT
4		
5		
6		
7		
8		
9		
10		
11		

JOB # 25116
DATE: 6/21/05
SCALE: 1" = 100'
DESIGNED BY:
DRAWN BY:
APPROVED BY: CMM

C-1

New Billboard Specifications

- One new modern steel monopole with a center mounted support pole.
- Overall height will be 35' above the crown of I-4, unless the BOA grants some alternative.
- The sign will contain two 14' x 48' illuminated faces, a square footage of 672 for each face, plus embellishments.
- Upward lighting is permitted.
- The sign will have a 25' front setback from I-4 and a 5' side setback from the property line.
- The sign will be permitted to contain traditional, static faces, digital/electronic faces or a combination thereof. These faces may or may not contain internal illumination.
- If the sign has digital/electronic face(s), in accordance with Florida Statutes Chap 479 and F.A.C. Chap 14-10, the static display time for each message will be a minimum of 6 (six) seconds.
- If acceptable to the landowner, CCO will agree to landscape an area near the base of the sign, in accordance with sound and generally acceptable landscape architecture principles. However, any plantings must allow us full access to the structure and must not obscure the sign face or faces.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: SCC Foundation Rezone from OP (Office) to OP (Office)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Austin Watkins **EXT:** 7440

MOTION/RECOMMENDATION:

1. Approve the request for a rezone from OP (Office) to OP (Office) on approximately 4.84± acres, located on the southeast corner of the intersection of College Drive and Lake Mary Boulevard, and approve the attached Revised and Restated Development Order, per staff findings; (Matthew Hodge, applicant); or

2. Deny the request for a rezone from OP (Office) to OP (Office) on approximately 4.84± acres, located on the south east corner of the intersection of College Drive and Lake Mary Boulevard, subject to the attached Denial Development Order; (Matthew Hodge, applicant); or

3. Continue the item to a time and date certain.

District 5 Brenda Carey Austin Watkins

BACKGROUND:

This site was originally rezoned from A-1 (Agriculture) to OP (Office) on July 25, 2006 for the purpose of a three-building office complex containing a total of 48,966 square feet. The applicant is requesting a rezone from OP (Office) to OP (Office) for the purpose of modifying the previously approved site plan to add two additional access points onto College Drive. The requested modification will also reduce the total office square footage from 48,966 square feet to 45,110 square feet.

On January 28, 2008, the applicant appeared before the Board of Adjustment to request a Special Exception for a bank on the portion of the subject property adjacent to Lake Mary Boulevard. The OP zoning district allows banks as a Special Exception use. The Board of Adjustment approved the use of a bank on the subject property, with the following conditions:

1. The proposed bank will not exceed 4,000 square feet and four (4) drive-in lanes.
2. The proposed bank and drive-in lanes will be located on the northern portion of the property adjacent to Lake Mary Boulevard.
3. The drive-in lanes will not be open prior to 7:00 am and after 7:00 pm.
4. Prior to the issuance of development permits, a site plan that meets the requirements of all other applicable code requirements including Chapter 40 of the Land Development Code shall be reviewed and approved by the Development Review Committee (DRC).

Policy TRA 10.10 of the Vision 2020 Comprehensive Plan states, “The County shall require that access to properties fronting on more than one roadway shall be designed to minimize impact to adjacent residential areas. Access should be permitted on adjacent collector or

arterial roadways and not on the adjacent local or residential streets, however, where improved traffic control can be achieved with minimum impact to adjacent residential neighborhoods, access may be considered on a local or residential street." Based on this policy, when the previous site plan was reviewed by the Development Review Committee, Staff requested that the applicant attempt to obtain a cross access easement with Seminole Community College, so that the development could access College Drive instead of West Ridge Drive, which is a residential street. The previous property owner was not successful in obtaining the easement and, because of that, the project was ultimately approved with one access point on West Ridge Drive.

At this time, the project is now associated with the Seminole Community College Foundation and the proposed site plan has three access points, which include two on College Drive and one on West Ridge Drive. Staff has reviewed the requested modifications and their impacts to the residents of West Ridge Drive is recommending approval of the access point on West Ridge Drive, with the following conditions:

1. The access onto W. Ridge Drive shall be right-in, right-out only; and
2. Signage adjacent to or oriented towards West Ridge Drive shall be prohibited. All signage must be oriented towards Lake Mary Boulevard or College Drive.

Additionally, the applicant is requesting a waiver to Section 30.1232 of the Land Development Code to reduce the Active Buffer required along the west property line adjacent to West Ridge Drive from 50' to 25'. The previously approved site plan and Development Order had one-story office buildings fronting on West Ridge Drive, with the majority of the parking oriented internal to the site. The buildings were also required to be designed with a residential character. The proposed site plan has a two-story office building on the west side of the property, with the majority of the parking oriented towards West Ridge Drive. Staff has reviewed the request and its impact on the residents of West Ridge Drive and recommends approval of the Active Buffer reduction from 50' to 25', subject to the following conditions:

1. The buffer must include at a minimum a 6-foot brick or block wall with a decorative finish, eight canopy trees and four sub-canopy trees per one hundred linear feet; and
2. The required landscaping must be planted on the outside of the wall adjacent to West Ridge Drive as a visual amenity to the residents.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on February 6, 2008 and voted 5 to 0 to recommend approval of the request to rezone 4.84 ± acres, located on the southeast corner of West Lake Mary Boulevard and College Drive, from OP (Office Professional) to OP (Office Professional) and recommended approval of the Revised and Restated Development Order, subject to the following condition:

1. There shall be no access to W. Ridge Drive.

STAFF RECOMMENDATION:

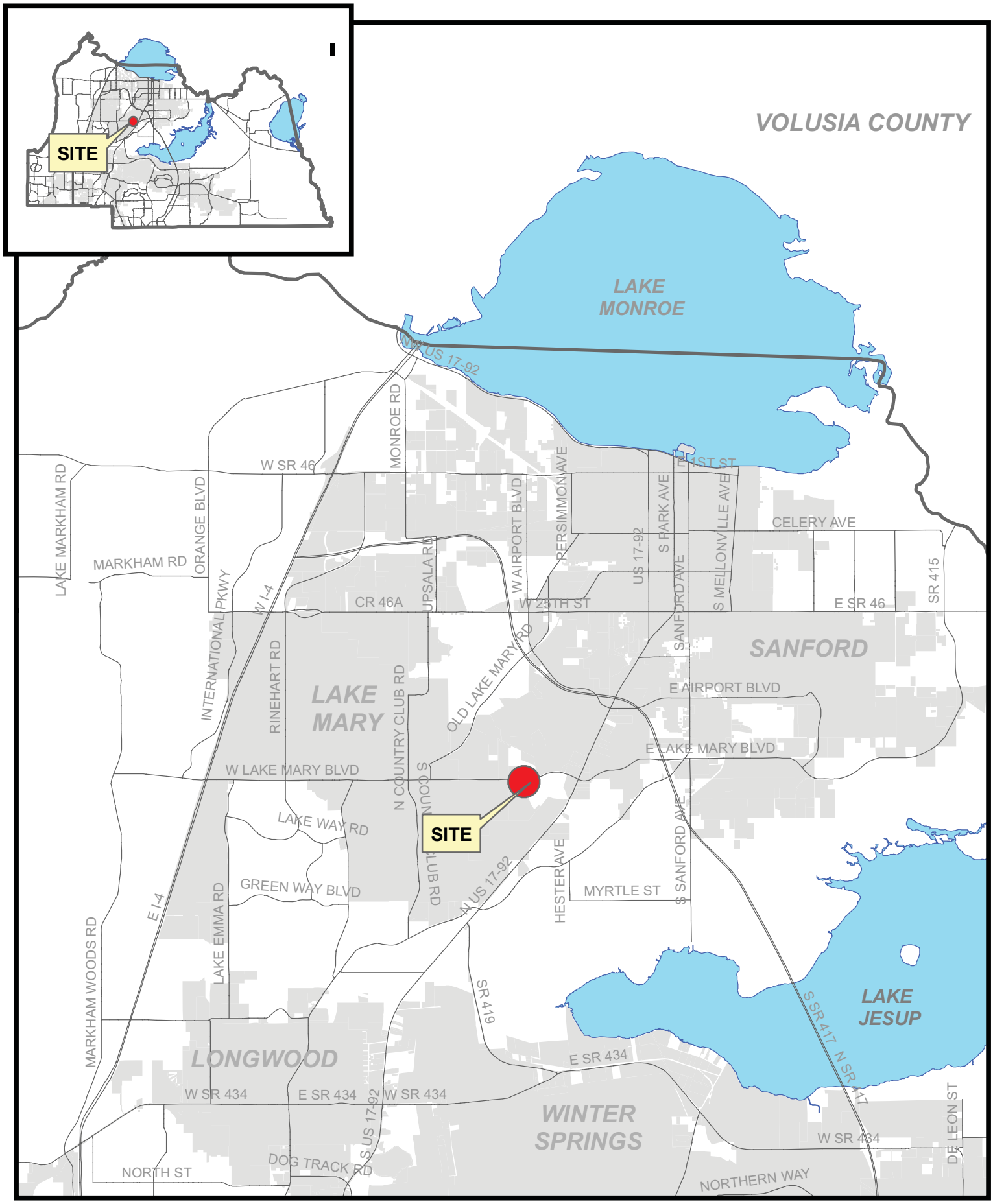
Staff recommends approval of the request for a rezone from OP (Office) to OP (Office) on approximately 4.84± acres, located on the south east corner of the intersection of College Drive and Lake Mary Boulevard, and recommends approval of the attached Revised and Restated Development Order.

ATTACHMENTS:

1. Location Map
2. Zoning and Future Land Use Map
3. Aerial Map
4. Revised Site Plan
5. Revised and Restated Development Order
6. Rezone Ordinance
7. 2006 Site Plan
8. 2006 Development Order
9. Denial Development Order
10. Planning and Zoning Commission Minutes
11. Ownership Disclosure Form

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



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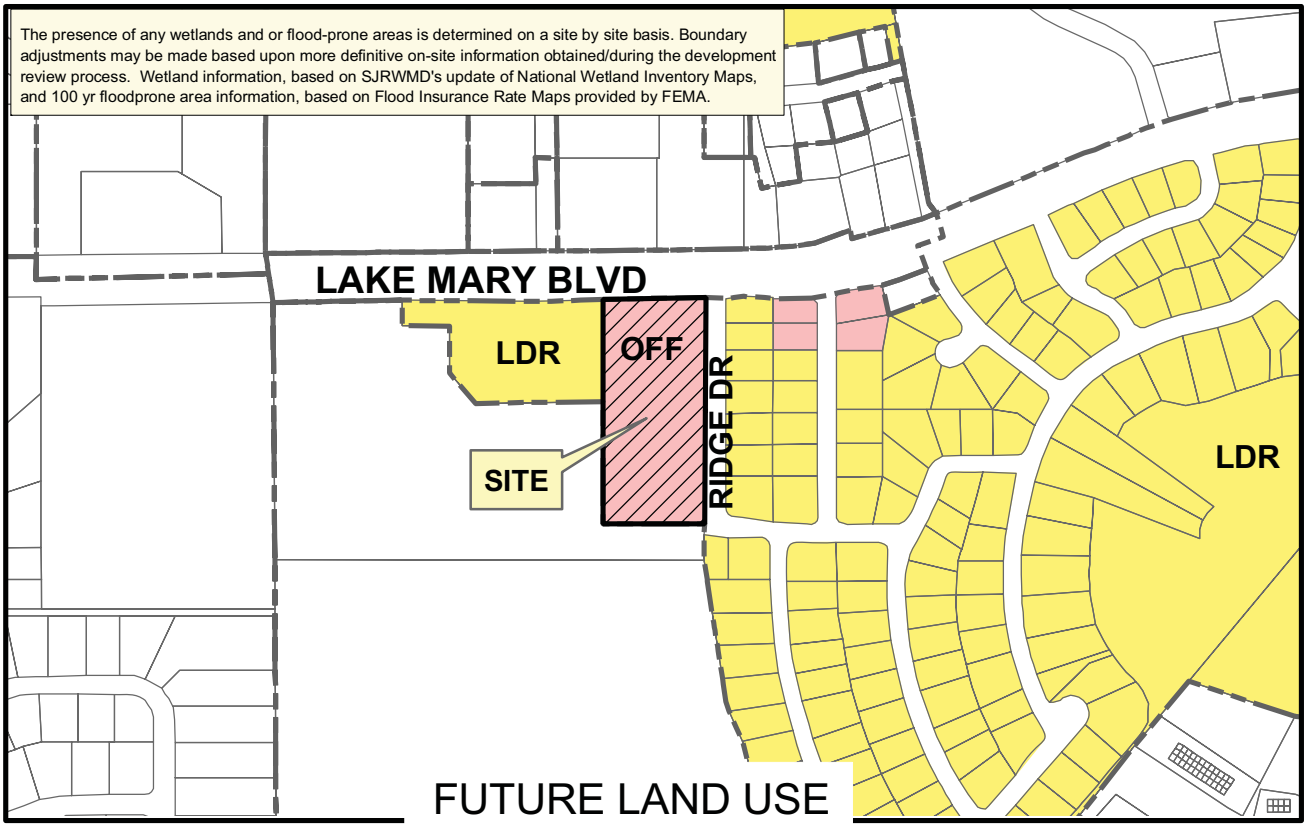
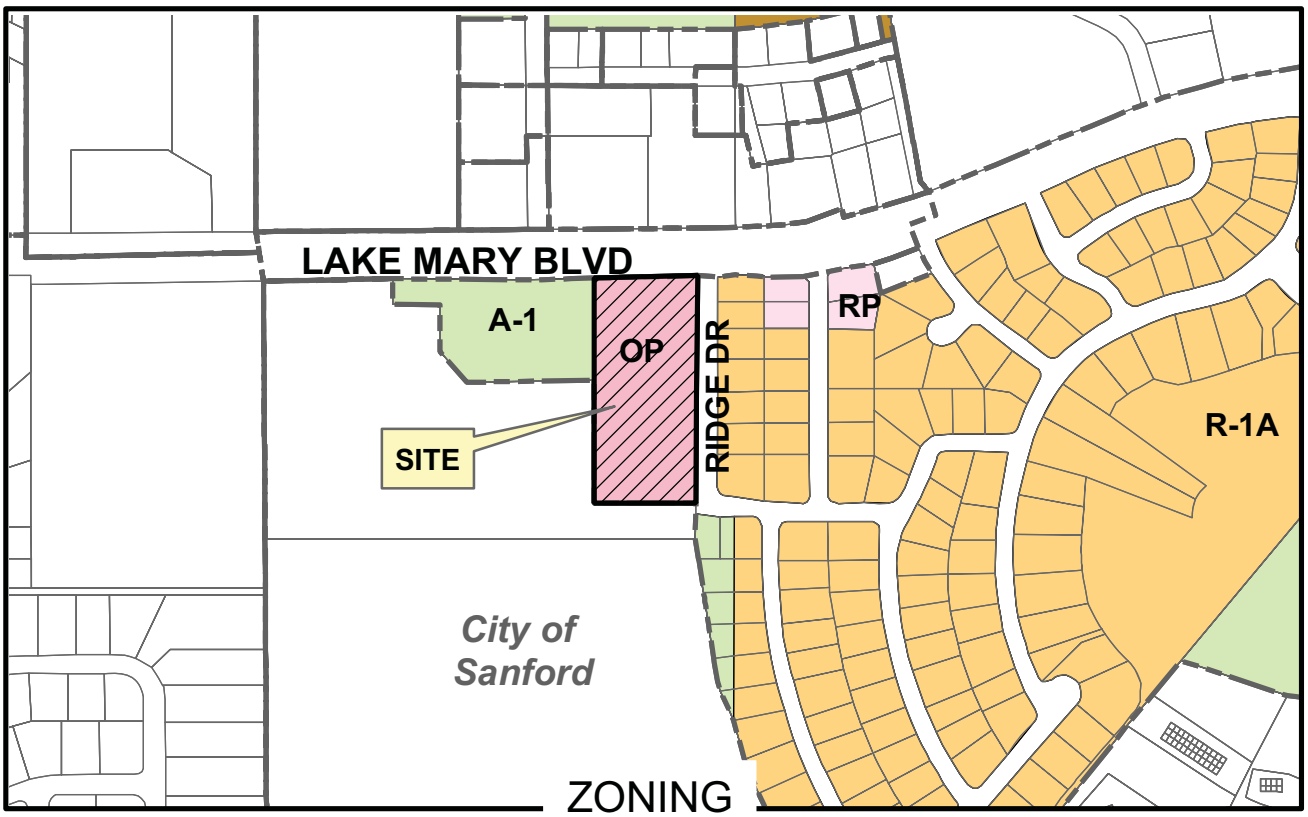


LDR OFF Site CONS Municipality

Applicant: Matthew Hodge
Physical STR: 14-20-30-502-0C01-0000
Gross Acres: 4.22 +/- BCC District: 5
Existing Use: abandoned tennis facility
Special Notes:

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2008-002	OP	OP



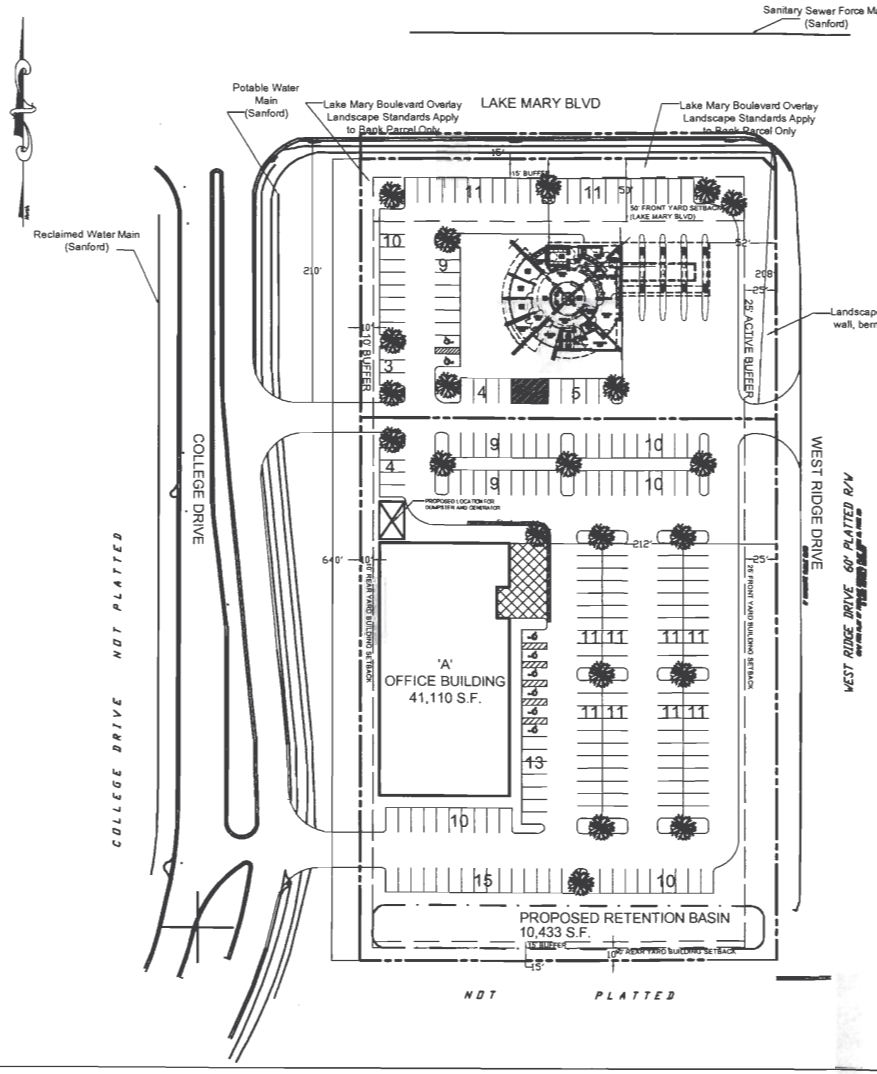
A-1 OP RP R-1A FP-1 W-1

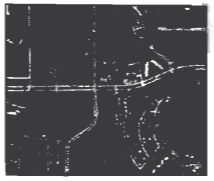
filename: L:/pl/projects/p&z/GIS/2008 staff report pkgs/amendments/z2008-002.mxd 01/23/08

Rezone No: Z2008-002
From: OP To: OP
Parcel
Subject Property

Winter 2006 Color Aerials

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2007/site_aerials/Z2008-002 adaer 01/23/08





LOCATION MAP
NOT TO SCALE

ZONING CLASSIFICATION

	CLASSIFICATION
EXISTING ZONING	OP
EXISTING USE	BAYHEAD RACQUET CLUB
FUTURE LAND USE DESIGNATION	OFFICE

BULK REQUIREMENTS	REQUIRED	PROVIDED OFFICE	PROVIDED BANK
FRONT YARD			
LAKE MARY BLVD	50'	> 50'	66'
WEST RIDGE DRIVE	25'	212'	52'
REAR YARD			
COLLEGE DRIVE	10'	15'	120'
SOUTH	10'	131'	> 10'
PERVIOUS COVERAGE	25%	29%	29%
BUILDING HEIGHT	35'	35'	35'
BUFFERS			
(WEST)	10'	10'	10'
(NORTH) (LAKE MARY BLVD)	15'	15'	15'
(SOUTH)	15'	15'	15'
(EAST) (ACTIVE BUFFER)	25'	25'	25'

PERMITTED USES

THE PERMITTED USES PERMITTED WITHIN THE OP ZONING CLASSIFICATION ARE :

(A) DENTAL AND MEDICAL CLINICS, DENTAL AND MEDICAL LABORATORIES
(B) GENERAL OFFICE BUILDINGS
(C) INSURANCE, REAL ESTATE, ARCHITECTS, ENGINEERING, ATTORNEYS, AND OTHER PROFESSIONAL BUSINESS SERVICES.
(D) ACCOUNTING, AUDITING AND BOOKKEEPING SERVICES, FINANCE OFFICES
(E) TELEPHONE BUSINESS OFFICES AND EXCHANGES, POST OFFICES, PUBLIC PARKS, PUBLIC, PRIVATE AND PAROCHIAL SCHOOLS, PLAYGROUNDS, FIRE STATIONS, AND ADMINISTRATIVE PUBLIC BUILDINGS.
(F) BANKS, SAVINGS AND LOANS AND SIMILAR FINANCIAL INSTITUTION AND DRIVE-IN TELLER FACILITIES.

KEY

INTERIOR PARKING LANDSCAPING CANOPY TREES (CONCEPTUAL)

DATE	REVISIONS	BY	CHECKED
12/05/07	INITIAL CONCEPT PLAN	JSS	MW/JI
01/24/08	COMMENTS FROM DRC MEETING	JSS	MW/JI

CONTACT INFORMATION

APPLICANT: SEMINOLE COMMUNITY COLLEGE FOUNDATION
100 WELDON BLVD
SANFORD, FL 32773
PHONE: 407-708-2030
FAX: 407-708-2123

PLANNER: IVEY PLANNING GROUP, LLC
1349 S. INTERNATIONAL PARKWAY, STE 2441
LAKEMARY, FL 32746
PHONE: 407-660-8881
FAX: 407-660-8886

PROJECT INFORMATION

PROJECT DESCRIPTION

THE PROJECT WILL CONSIST OF AN OFFICE BUILDING AND BANK WITH DRIVE-THRU FACILITIES.

SITE DATA

LOCATION: SOUTHEAST CORNER OF LAKE MARY BLVD. & COLLEGE DRIVE, SANFORD, FLORIDA
PARCEL ID: 14-20-30-502-0c01-0000

ACREAGE

GROSS ACREAGE	4.84 ACRES
'A' OFFICE BUILDING	3.28 ACRES
BANK	1.56 ACRES

BUILDING AREA

'A' OFFICE BUILDING	41,110 S.F.
BANK	3,500 S.F.
TOTAL	44,610 S.F.

PARKING SUMMARY

	REQUIRED	PROVIDED
'A' OFFICE BUILDING	164 SPACES 1 SPACE PER 250 SF	178 SPACES
BANK	17 SPACES 1 SPACE PER 200 SF	56 SPACES
TOTAL	181 SPACES	234 SPACES
STALL SIZE	10' X 20'	10' X 20'
AISLE WIDTH	24'	24'

UTILITIES

SANITARY:	CITY OF SANFORD
WATER:	CITY OF SANFORD
RECLAIMED WATER:	CITY OF SANFORD

STORMWATER

WILL MEET SEMINOLE COUNTY AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT REQUIREMENTS. THE SITE MAY UTILIZE RETENTION POND TO THE SOUTH.

LANDSCAPE

LANDSCAPING REQUIREMENTS WILL MEET THE REQUIREMENTS OF THE SEMINOLE COUNTY LAND DEVELOPMENT CODE SEC. 30.1228, EXCEPT THE ACTIVE BUFFER WIDTH SOUTH OF THE ENTRANCE DRIVE ALONG WEST RIDGE DRIVE IS REDUCED FROM 50' TO 25'. JUSTIFICATION PROVIDED WITH APPLICATION.

LANDSCAPING OF PARKING AREA WILL MEET OR EXCEED THE GENERAL LANDSCAPING REQUIREMENTS AS SPECIFIED IN SEC. 30.130 OF THE SEMINOLE COUNTY LAND DEVELOPMENT CODE.

LIGHTING

EXTERIOR LIGHTING REQUIREMENTS WILL MEET THE REQUIREMENTS OF SEC. 30.1234 OF THE SEMINOLE COUNTY LAND DEVELOPMENT CODE.

SOLID WASTE

PER 30.1223 OF THE SEMINOLE COUNTY LAND DEVELOPMENT CODE, SOLID WASTE CONTAINER WILL BE ENCLOSED ON AT LEAST (3) SIDES WITH A (6) FOOT HIGH SCREEN. THE SCREEN WILL CONSIST OF A WOOD FENCE OR A BRICK OR MASONRY WALL.

FLOOD ZONE

AS INDICATED ON THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAPS, THE ABOVE DESCRIBED PROPERTY LIES IN ZONE "X", AN AREA DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN, AS DELINEATED BY THE FLOOD INSURANCE RATE MAP, SEMINOLE COUNTY, FLORIDA, COMMUNITY PANEL NO. 120289 0045 E, MAP EFFECTIVE DATE APRIL 17, 1995. THIS DETERMINATION WAS MADE BY GRAPHIC PLOTTING ONLY AND HAS NOT BEEN FIELD VERIFIED.

TREE PRESERVATION

DEVELOPER WILL ATTEMPT TO PRESERVE AS MANY TREES AND VEGETATION AS POSSIBLE IN ACTIVE BUFFER. THE REST OF SITE WILL REQUIRE REMOVAL/REPLACEMENT. TO BE DETERMINED DURING SITE PLAN REVIEW.

SIDEWALK

FIVE FOOT WIDE SIDEWALK TO BE CONSTRUCTED IN WEST RIDGE DRIVE RIGHT OF WAY ADJACENT TO THE SITE.

Exhibit 2

SCC FOUNDATION OFFICE BUILDING
SANFORD, FLORIDA
SEMINOLE COUNTY

TITLE: CONCEPT PLAN
PROJECT NUMBER: SCC

IVEY PLANNING GROUP, LLC
Town Planners & Community Builders

SCALE: 1"=40'-0"
0 20 40 80

SEMINOLE COUNTY REVISED AND RESTATED DEVELOPMENT ORDER

On ~~July 25, 2006~~ March 25, 2008 Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as **Exhibit A.**

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: ~~Dat Le~~ Anvan Property, LLC

Project Name: ~~San Mary Office SSLUA LDR to Office and Rezone A-1 to OP~~
SCC Foundation Rezone

Requested Development Approval:

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 owners of the property have 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 aforedescribed property.

Prepared by: ~~Tina Williamson~~
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's approval, all of which have been accepted by and agreed to by the owner of the property are as follows;

Standard Conditions:

a. All development shall comply with the Development Plan attached as Exhibit B.
b. The maximum building height shall be two stories, not to exceed 35'.
c. Permitted uses shall be those permitted uses in the OP (Office) district.
d. All landscape buffers and common areas shall be maintained by a property owners association.
e. In accordance with Section 30.1344 of the Land Development Code, a minimum of twenty-five (25) percent of the project area must be designated as open space.

Project Specific Conditions:

a. The project shall be developed with a total of ~~48,966~~ 44,610 square feet, as follows:

	~~**Building 1**~~	~~**Building 2**~~	~~**Building 3**~~	~~**Total**~~
~~**Square Feet**~~	~~12,866 sq. ft. (1-story)~~	~~20,000 sq. ft. (2-stories)~~	~~16,100 sq. ft. (1-story)~~	~~48,966 sq. ft.~~

	Building A	**Building B (Bank) Building**	**Total**
Square Feet	41,110 sq. ft.	4,000 sq. ft.	45,110 sq. ft.

b. The following landscape buffer and setback standards shall apply:

East: ~~15' landscape buffer and 25' building setback~~ 25' landscape buffer and 50' building setback for one-story buildings and 100' building setback for two-story buildings. The buffer shall comply with the following:

1. The buffer must include at a minimum a 6-foot brick or block wall with a decorative finish, eight canopy trees and four sub-canopy trees per one hundred linear feet; and
2. The required landscaping must be planted on the outside of the wall adjacent to West Ridge Drive as a visual amenity to the residents.

West: 10' landscape buffer and ~~25'~~ 10' building setback
North: 15' landscape buffer and 50' building setback
South: ~~Landscaped Retention Area~~ 15' landscape buffer and 10' building setback

c. The development must comply with Chapter 30 Part 56 of the Seminole County Land Development Code: Lake Mary Boulevard Gateway Corridor Overlay Standards.

~~d. The buildings adjacent to W. Ridge Drive West shall be limited to one-story and all sides of the building must be designed with a residential character as determined by the Planning Manager. Architectural renderings must be provided to the DRC at the time of site plan review.~~

d. ~~e.~~ All HVAC equipment must be screened from view.

e. ~~f.~~ Light poles along W. Ridge Drive are limited to 15' in height and must be downward directed and shielded in accordance with the Seminole County Land Development Code.

f. ~~g.~~ Wall pack lighting is prohibited.

g. ~~h.~~ The access onto W. Ridge Drive shall be right-in, right-out only. ~~marked with a No Right Turn sign to discourage traffic from traveling through the residential neighborhood to the south.~~

h. ~~i.~~ The Final Engineering Plan shall be brought back to the Board of County Commissioners as a Regular Agenda item for their review and approval.

i. An ATM shall be allowed in the drive through, only on the building.

j. There shall be an internal sidewalk system connecting all buildings to the existing sidewalk on College Drive.

k. There shall be one pedestrian walkway connecting the internal sidewalk system to West Ridge Drive.

l. Signage adjacent to or oriented towards West Ridge Drive shall be prohibited. All signage must be oriented towards Lake Mary Boulevard or College Drive.

(4) This Development Order touches and concerns the aforedescribed 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 owners of the said property have 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.

Attest: _____
Maryanne Morse
Clerk to the Board of County Commissioners

By: _____
Board of County Commissioners
Brenda Carey, Chairman

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, ~~Dat Le~~ Anvan Property, LLC, Van M. Le on behalf of himself and his 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

_____
~~Dat Le~~ Van M. Le

_____
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 ~~Dat Le~~ Van M. Le, who is personally known to me or who has produced as identification and who executed the foregoing instrument and sworn an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____day of _____, 2008.

_____
Notary Public, in and for the County and State Aforementioned

My Commission Expires:

EXHIBIT A

Legal Description

The East 330 feet of the North 660 feet of Block C, Fairlane Estates, according to the plat thereof as recorded in Plat Book 10, Page 19, of the public records of Seminole County, Florida.

EXHIBIT B

See attached Site Plan

ORDINANCE NO. **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 OP (OFFICE) ZONING CLASSIFICATION THE OP (OFFICE) 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 "SCC Foundation Rezone", dated March 25, 2008.

(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 OP (Office) to OP (Office):

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 #08-20000001 in the Official Land Records of Seminole County.

ENACTED this 25th day of March 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Brenda Carey
Chairman

EXHIBIT A

Legal Description

The East 330 feet of the North 660 feet of Block C, Fairlane Estates, according to the plat thereof as recorded in Plat Book 10, Page 19, of the public records of Seminole County, Florida.

GRAPHIC SCALE

1" = 40'

① SITE CONSTRUCTION KEYNOTES

C1. ASPHALT PAVEMENT.

C2. 6" HEAD CURB, TYPICAL.

C3. CONCRETE SIDEWALK, TYPICAL.

C4. MONOLITHIC CURB & SIDEWALK, TYPICAL.

C5. 12'x10' DUMPSTER W/ 6" CONCRETE PAD & 6' HIGH BLOCK WALL ENCLOSURE ON 3 SIDES.

C6. 6' C.M.U. OR BRICK WALL.

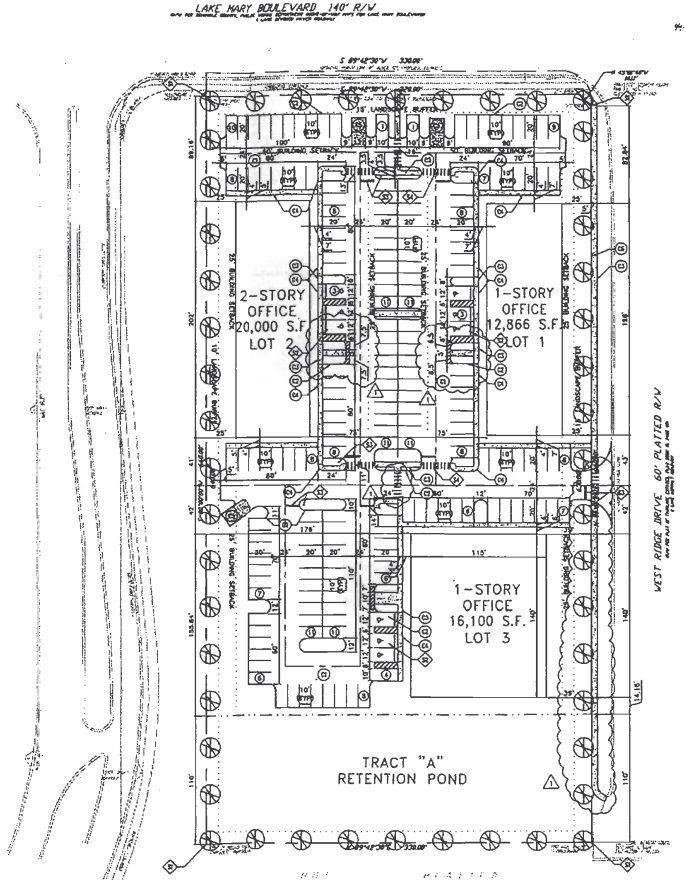
◇ SITE STRIPING & SIGNAGE KEYNOTES

S1. PROPERTY BOUNDARY.

S2. HANDICAP PARKING STALL, TYPICAL.

S3. 24" THERMOPLASTIC STOP BAR WITH R1-1 HIGH INTENSITY REFLECTORIZED "STOP" SIGN.

S4. CROSSWALK STRIPING PER F.D.O.T. INDEX No. 17346, TYPICAL.



SITE DATA

PROPERTY LOCATION: SOUTHWEST CORNER OF LAKE MARY BLVD. & WEST RIDGE DRIVE, SANFORD, FLORIDA

EXISTING PROPERTY ZONING:	A-1
PROPOSED PROPERTY ZONING:	OP
PROPERTY FUTURE LAND USE DESIGNATION:	OFFICE
LOT "1" AREA:	1.262± ACRES
LOT "2" AREA:	1.260± ACRES
LOT "3" AREA:	1.492± ACRES
TRACT "A" AREA:	0.833± ACRE
TOTAL PROJECT AREA:	4.847± ACRES

MAXIMUM ALLOWABLE BUILDING HEIGHT	BUILDING HEIGHT PROPOSED
35'	NOT TO EXCEED 35'

OPEN SPACE REQUIRED:	25%
LOT 1 OPEN SPACE PROVIDED:	28%
LOT 2 OPEN SPACE PROVIDED:	28%
LOT 3 OPEN SPACE PROVIDED:	33%
TRACT A OPEN SPACE PROVIDED:	100%

SETBACKS

LOT "1"

BUILDING SETBACKS (REQUIRED)		BUILDING SETBACKS (PROPOSED)	
FRONT (WEST)	25'	FRONT (WEST)	75'
SIDE (NORTH) (LAKE MARY BLVD.)	50'	SIDE (NORTH)	97'
SIDE (SOUTH)	0'	SIDE (SOUTH)	43'
REAR (EAST) (PASSIVE BUFFER)	25'	REAR (EAST)	25'

LOT "2"

BUILDING SETBACKS (REQUIRED)		BUILDING SETBACKS (PROPOSED)	
FRONT (EAST)	25'	FRONT (EAST)	75'
SIDE (NORTH) (LAKE MARY BLVD.)	50'	SIDE (NORTH)	89'
SIDE (SOUTH)	0'	SIDE (SOUTH)	41'
REAR (WEST) (WEST STREET)	25'	REAR (WEST)	25'

LOT "3"

BUILDING SETBACKS (REQUIRED)		BUILDING SETBACKS (PROPOSED)	
FRONT (NORTH)	25'	FRONT (NORTH)	42'
SIDE (EAST) (PASSIVE BUFFER)	25'	SIDE (EAST)	34'
SIDE (WEST) (WEST STREET)	25'	SIDE (WEST)	178'
REAR (SOUTH)	0'	REAR (SOUTH)	14'

PARKING

PARKING REQUIRED

LOT "1"

OFFICE	12,866 S.F. x (1 SPACE PER 250 S.F.)	51 SPACES
TOTAL PARKING REQUIRED		51 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP		3 SPACES

LOT "2"

OFFICE	20,000 S.F. x (1 SPACE PER 250 S.F.)	80 SPACES
TOTAL PARKING REQUIRED		80 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP		4 SPACES

LOT "3"

OFFICE	16,100 S.F. x (1 SPACE PER 250 S.F.)	65 SPACES
TOTAL PARKING REQUIRED		65 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP		3 SPACES
TOTAL PARKING REQUIRED		200 SPACES

PARKING PROVIDED

LOT "1"

STANDARD PARKING SPACES	63 SPACES
HANDICAP PARKING	3 SPACES
LOT "1" PARKING PROVIDED	66 SPACES

LOT "2"

STANDARD PARKING SPACES	65 SPACES
HANDICAP PARKING	3 SPACES
LOT "2" PARKING PROVIDED	68 SPACES*

* ADDITIONAL PARKING WILL BE PROVIDED THROUGH A CROSS PARKING AGREEMENT WITH LOT 1.

LOT "3"

STANDARD PARKING SPACES	64 SPACES
HANDICAP PARKING	3 SPACES
LOT "3" PARKING PROVIDED	67 SPACES

TOTAL PARKING PROVIDED

STANDARD PARKING SPACES	192 SPACES
HANDICAP PARKING	9 SPACES
TOTAL PARKING PROVIDED	201 SPACES

BUFFERS (ALONG PROPERTY PERIMETER)

LANDSCAPE BUFFERS (REQUIRED)		LANDSCAPE BUFFERS (PROPOSED)	
(WEST)	10'	(WEST)	10'
(NORTH) (LAKE MARY BLVD.)	15'	(NORTH)	15'
(SOUTH)	15'	(SOUTH)	>15'
(EAST) (ACTIVE BUFFER)	25'	(EAST) (ACTIVE BUFFER)	25'
(EAST) (PASSIVE BUFFER)	15'	(EAST) (PASSIVE BUFFER)	15'

SITE AREA CALCULATIONS

LOT 1

BUILDING FOOTPRINT	12,866 s.f.		
PAVING	28,215 s.f.		
SIDEWALK	2,043 s.f.		
IMPERVIOUS AREA	41,123 s.f.	0.944 ±AC.	74.82 %
PERVIOUS AREA	13,841 s.f.	0.318 ±AC.	25.18 %
TOTAL SITE AREA	54,964 s.f.	1.262 ±AC.	100.00 %

LOT 2

BUILDING FOOTPRINT	13,310 s.f.		
PAVING	28,104 s.f.		
SIDEWALK	7,016 s.f.		
IMPERVIOUS AREA	41,430 s.f.	0.951 ±AC.	75.48 %
PERVIOUS AREA	13,445 s.f.	0.309 ±AC.	24.52 %
TOTAL SITE AREA	54,875 s.f.	1.260 ±AC.	100.00 %

LOT 3

BUILDING FOOTPRINT	16,100 s.f.		
PAVING	27,329 s.f.		
SIDEWALK	2,344 s.f.		
IMPERVIOUS AREA	45,773 s.f.	1.028 ±AC.	68.90 %
PERVIOUS AREA	20,706 s.f.	0.464 ±AC.	31.10 %
TOTAL SITE AREA	66,479 s.f.	1.493 ±AC.	100.00 %

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK				
	4/13/2006	△1 PER SEMINOLE COUNTY COMMENTS DATED 3/3/2006	JDC	SJS
	DATE	REVISIONS	BY	CHECKED

SAN MARY PROFESSIONAL OFFICE PARK

SANFORD, FLORIDA

FLORIDA ENGINEERING GROUP, INC.

CIVIL • ENVIRONMENTAL • LAND DEVELOPMENT

719 GARDEN PLAZA, ORLANDO, FLORIDA 32803

TEL. 407-896-0594 FAX 407-896-0595

E-MAIL: fegmail@feg-inc.net

WEB PAGE: www.feg-inc.net

CONCEPTUAL SITE PLAN

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
JAA	JDC	JAA	JAA

PROJECT NO. 04-098

SCALE 1" = 40'

DATE FEBRUARY 3, 2006

INDEX NO.

SHEET OF

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFICATE NO. 29-0006684

JEAN ANN-MARIE HOLT, P.E. CERTIFICATE NO. 46138

2004-098 CONCEPT.DWG

SEMINOLE COUNTY DEVELOPMENT ORDER

On July 25, 2006 Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as **Exhibit A.**

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: Dat Le

Project Name: San Mary Office SSLUA LDR to Office and Rezone A-1 to OP

Requested Development Approval:

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 owners of the property have 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 aforedescribed property.

RETURN TO SANDY McCANN

Prepared by: Tina Williamson
1101 East First Street
Sanford, Florida 32771

This is a Certified Copy

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 06376 Pgs 1196 - 1200; (5pgs)
FILE NUM 2006134362
RECORDED 08/18/2006 02:36:45 PM
RECORDING FEES 44.00
RECORDED BY G Harford

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's approval, all of which have been accepted by and agreed to by the owner of the property are as follows;

Standard Conditions:

a. All development shall comply with the Development Plan attached as Exhibit B.
b. The maximum building height shall be two stories, not to exceed 35'.
c. Permitted uses shall be those permitted uses in the OP (Office) district.
d. All landscape buffers and common areas shall be maintained by a property owners association.
e. In accordance with Section 30.1344 of the Land Development Code, a minimum of twenty-five (25) percent of the project area must be designated as open space.

Project Specific Conditions:

a. The project shall be developed with a total of 48,966 square feet, as follows:

	Building 1	Building 2	Building 3	Total
Square Feet	12,866 sq. ft. (1-story)	20,000 sq. ft. (2-stories)	16,100 sq. ft. (1-story)	48,966 sq. ft.

b. The following landscape buffer and setback standards shall apply:

East: 15' landscape buffer and 25' building setback
West: 10' landscape buffer and 25' building setback
North: 15' landscape buffer and 50' building setback
South: Landscaped Retention Area

c. The development must comply with Chapter 30 Part 56 of the Seminole County Land Development Code: Lake Mary Boulevard Gateway Corridor Overlay Standards.
d. The buildings adjacent to W. Ridge Drive West shall be limited to one-story and all sides of the building must be designed with a residential character as determined by the Planning Manager. Architectural renderings must be provided to the DRC at the time of site plan review.
e. All HVAC equipment must be screened from view.

This Document Is Not Certified

f. Light poles along W. Ridge Drive are limited to 15' in height and must be downward directed and shielded in accordance with the Seminole County Land Development Code.
g. Wall pack lighting is prohibited.
h. The access onto W. Ridge Drive shall be marked with a No Right Turn sign to discourage traffic from traveling through the residential neighborhood to the south.
i. The Final Engineering Plan shall be brought back to the Board of County Commissioners as a Regular Agenda item for their review and approval.

(4) This Development Order touches and concerns the aforedescribed 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 owners of the said property have 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.

Attest: _____
Maryanne Morse
Clerk to the Board of County Commissioners

By: _____
Board of County Commissioners
Carlton D. Henley, Chairman

This is a certified copy

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Dat Le, on behalf of himself and his 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

DUNG KIM LE

Print Name

Witness

Van Le

Print Name

Dat Le

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 Dat Le, who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument and swom an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of July, 2006.

Notary Public in and for the County and State Aforementioned

My Commission Expires:

MARY J. HART
MY COMMISSION # DD 183748
EXPIRES: February 19, 2007
1-800-3-NOTARY Fl. Notary Discount Assoc. Co

Not a Certified Copy

EXHIBIT A
Legal Description

LEG E 330 FT OF N 660 FT OF BLK C (LESS N 20 FT FOR RD) FAIRLANE ESTATES
PB 10 PG 19

This is not a certified copy

ORDINANCE NO. **DEVELOPMENT ORDER #08-20000001**
Z2008-02

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On March 25, 2008, Seminole County issued this Denial Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

Property Owner(s): Anvan Property, LLC

Project Name: SCC Foundation Rezone

Requested Development Approval: Rezone 1.8 + acres, located on the north corner of the intersection of SR 426 and Camp Road, from M-1A (Very Light Industrial) to C-1 (Retail Commercial).

The Board of County Commissioners has determined that the rezone request from OP (Office) to OP (Office) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "SCC Foundation Rezone" and all evidence submitted at the public hearing on March 25, 2008, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested rezone from OP (Office) to OP (Office) 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:_____
Brenda Carey, Chairman

Exhibit A

Legal Description

The East 330 feet of the North 660 feet of Block C, Fairlane Estates, according to the plat thereof as recorded in Plat Book 10, Page 19, of the public records of Seminole County, Florida.

MINUTES FOR THE
SEMINOLE COUNTY LAND PLANNING AGENCY/
PLANNING AND ZONING COMMISSION

WEDNESDAY, FEBRUARY 6, 2008

Members present: Matthew Brown, Ben Tucker, Melanie Chase, Dudley Bates and Kim Day.

Members absent: Walt Eismann and Rob Wolf

Also present: Tina Williamson, Assistant Planning Manager; Austin Watkins, Senior Planner; Tony Walter, Principal Planner; Cynthia Sweet, Senior Planner; Tony Nelson, Senior Engineer; Kathy Furey – Tran, Assistant County Attorney; Alison Stettner, Planning Manager; Dori DeBord, Director of Planning and Development; and Candace Lindlaw-Hudson, Clerk to the Commission.

Seminole Community College Foundation OP Rezone; Matthew W. Hodge, applicant; 4.84 acres; Rezone from OP (Office Professional) to OP (Office Professional); located on the southeast corner of West Lake Mary Boulevard and College Drive.
(Z2008-02)

Commissioner Carey – District 5
Austin Watkins, Senior Planner

Mr. Watkins introduced the SCC Foundation Rezone from OP (Office) to OP (Office) for_approximately 4.84± acres, located on the southeast corner of the intersection of College Drive and Lake Mary Boulevard.

Mr. Watkins reviewed the changes to the project specific conditions to the Development Order. Item B should read "a 25 foot landscape buffer and a 50 foot building setback for one story buildings and a 100-foot building setback for two story buildings."

Mr. Watkins stated that this site was originally rezoned from A-1 (Agriculture) to OP (Office) on July 25, 2006 for the purpose of a three building office complex containing a total of 48,966 square feet of office space. The applicant is requesting a rezone from OP (Office) to OP (Office) for the purpose of modifying the previously approved site plan to add two additional access points onto College Drive. The requested modification will also reduce the total office square footage from 48,966 square feet to 45,110 square feet.

On January 28, 2008, the applicant appeared before the Board of Adjustment to request a Special Exception for a bank on the portion of the subject property adjacent to Lake Mary Boulevard. The OP zoning district allows banks as a

Special Exception use. The Board of Adjustment approved the use of a bank on the subject property, with conditions.

At this time, the project is now associated with the Seminole Community College Foundation and the proposed site plan has three access points, which include two on College Drive and one on West Ridge Drive.

The previous owner was not able to obtain an easement on College Drive and therefore the project was approved with one access point on West Ridge Drive.

Staff has reviewed the requested modifications and their impacts to the residents of West Ridge Drive is recommending approval of the access point on West Ridge Drive, with the following conditions:

1. The access onto W. Ridge Drive shall be right-in, right-out only; and
2. Signage adjacent to or oriented towards West Ridge Drive shall be prohibited. All signage must be oriented towards Lake Mary Boulevard or College Drive.

Additionally, the applicant is requesting a waiver to Section 30.1232 of the Land Development Code to reduce the Active Buffer required along the west property line adjacent to West Ridge Drive from 50 feet to 25 feet. The previously approved site plan and Development Order had one-story office buildings fronting on West Ridge Drive, with the majority of the parking oriented internal to the site. The buildings were also required to be designed with a residential character. The proposed site plan has a two-story office building on the west side of the property, with the majority of the parking oriented towards West Ridge Drive. Staff has reviewed the request and its impact on the residents of West Ridge Drive and recommends approval of the Active Buffer reduction from 50 feet to 25 feet, subject to the following conditions:

1. The buffer must include at a minimum a 6-foot brick or block wall with a decorative finish, eight canopy trees and four sub-canopy trees per one hundred linear feet of buffer; and
2. The required landscaping must be planted on the outside of the wall adjacent to West Ridge Drive as a visual amenity to the residents.

Staff recommends approval of the request for a rezone from OP (Office) to OP (Office) on approximately 4.84± acres, located on the southeast corner of the intersection of College Drive and Lake Mary Boulevard, and recommends approval of the attached Revised and Restated Development Order.

Commissioner Tucker asked for the ingress and egress provisions for Ridge Drive.

Mr. Watkins stated that there would be a right-in, right-out only access onto W. Ridge Drive. Signage should be facing Lake Mary Boulevard or College Drive. Signage facing W. Ridge Drive is prohibited.

Commissioner Tucker said that he could see the right-in only, but why is there no left-out turn to bring the traffic up to Lake Mary Boulevard?

Alison Stettner stated that the right-in is being designed to allow people to ingress into the bank. The right-out is being designed so as to encourage people to use the primary access point from College Drive.

Commissioner Tucker said that this pattern will force people back into the neighborhood. People will have to make a U-turn if they do not want to go out on College Drive.

Ms. Stettner stated that there would be a reduced conflict by having this pattern at that ingress point. It would allow people from the neighborhood to access the bank.

Matt West introduced Matthew Hodge, the Executive Director of the SCC Foundation.

Mr. Hodge said that the Foundation is a separate 501C3. The role of the Foundation is to benefit the college.

Commissioner Tucker asked about the ownership of the property.

Mr. Hodge said that the Foundation is under contract on the property. The Foundation is close to the college and that is why there is a request for the 2 access points. The college is very concerned about what is being developed here. The three access points will increase the value. The college will be a primary tenant.

Commissioner Tucker pointed out that the college had been very opposed to having access points onto College Drive in the past.

Mr. West said that the property had been rezoned to OP (Office) a year and a half ago. Prior to that it had been in commercial use. It was a commercial tennis facility with access to Ridge Drive. It had lighted tennis courts at night. The current proposal directs traffic away from Ridge Drive. Traffic is directed to exit onto College Drive. The proposed office building will be for support offices to the college, not classrooms. Under the prior approval, there was 49,000 feet of office space, which could have been medical offices, a high traffic generator. This request also reduces intensity by reducing the square footage. Traffic is directed to a signalized intersection.

Commissioner Tucker asked how long it had been since the tennis court usage was active.

Mr. West said that it had been a few years.

Alison Stettner asked if the commissioners had received the petition from the neighbors in the area.

Chairman Brown said that the commissioners had seen the petition.

Donald Tise of 124 Lake Minnie Drive said that he has lived there since 1962. He had a 4 page petition from area neighbors supporting access only through College Drive. He quoted policy TRA 10.10 (Access Control to protect residential uses) concerning traffic patterns for the project. Mr. Tise stated that the tennis courts had been abandoned 20 years ago. West Ridge Drive is a narrow 22.5 foot residential street. There is a 50 foot strip of land on the western boundary owned by the college adjacent to College Drive. Mr. Tise said that College Drive has been defined by the County as a Collector Road. Mr. Tise said that he had spoken to Denny Gibbs in the Planning Department on the morning of January 28. Ms. Gibbs said that the Planning Department was recommending denial of any access on West Ridge Drive. Following the meeting of the Board of Adjustment that evening, Mr. Tise and Steve Timmons spoke to Alison Stettner. She stated that the Planning Department was recommending access only from College Drive, a Collector Road, and no access via West Ridge, a residential street. Alison Stettner said that the recommendation was based on TRA 10.10 (Access Control to Protect Residential Uses). A petition drive was started by the Fairlane Estates homeowners the next day. Mr. Tise said that the recommendation was changed on February 4 by the Planning Department, allowing the entrance on W. Ridge Drive. Mr. Tise said that this position of allowing access on W. Ridge Road, is a violation of the trust Mr. Tise and the residents built about this facet of the agreement. He requested that the County honor the initial recommendation by the Planning Staff that the access be from College Drive, not W. Ridge Drive. There is no light there at W. Ridge Drive. W. Ridge is a one lane road. Mr. Tise said that he represented 86 Fairlane residents who approved of the agreement, without access from W. Ridge Drive. He asked why we have a Code if we do not enforce it. College Drive did not exist 20 years ago when access was granted to the tennis facility from W. Ridge. College Drive is there now.

Larry Johnson of 113 W. Ridge Drive lives directly opposite the proposed site. He said that College Drive has a low volume. Ridge Drive is very narrow and is used for children playing and people walking. There are school bus stops inside the neighborhood. There are no sidewalks. There will be serious safety issues if W. Ridge is used. There is no need for access to W. Ridge.

Steven Timmons of 171 Lakeside Drive said that the entrance on W. Ridge will become a primary access road. It will seriously effect 3 houses at the beginning of the road.

Janie Walker was also opposed to the W. Ridge access.

Matthew West said that the applicant does not have to have the "right – out" onto Ridge Drive. What is needed for the functioning of the site is the "right – in" off of Ridge Drive. Mr. West said there is a development order in effect now that channels all of the traffic for a 40,000 square foot office building onto Ridge Drive. The policy quoted by Mr. Tise is not mandatory. It is suggestive. The current plan on this property has all of the traffic going on Ridge Drive. We are diverting 2/3 of the traffic onto College Drive. Mr. West pointed out that the access point has been moved from the middle of the site to approximately 200 feet from Lake Mary Boulevard. This is closer to the road, away from the neighborhood. Mr. West said that the approved 49,000 square feet of medical offices would generate a higher volume of traffic onto Ridge Drive. The proposed project has moved the access point and diverted the traffic. At most, the impact is two a few homes. The college building will be support offices, with lower traffic volume. Without the right – in access to the bank, people will be doing U-turns on Lake Mary Boulevard or be cutting through the parking lot. The development order has restrictions on signage. People will be directed to the College Drive entrance.

Commissioner Brown asked about College Drive. Is it considered a private road?

Tony Nelson of Development Review said that College Drive is a collector roadway.
The road is a private road.

Commissioner Brown asked if the County can require that the project have access to College Drive.

Mr. Nelson said they the County cannot require that.

Commissioner Bates asked how the 2006 approval take place?

Commissioner Tucker said that there have always been questions as to why College Drive was private, since it was bought by public funds. The project has to have access to a public road. That would be Ridge Drive.

Tina Williamson agreed. The property could be developed with access easements onto College Drive. Without the access easements, the only access would be onto W. Ridge Drive.

Commissioner Tucker asked if this would be allowed for other developers to only access a private road.

Ms. Williamson said that it would be allowed for anyone have the proper access easements.
Commissioner Brown said that he believed the traffic on W. Ridge Drive would be about 45% or 50% of the project traffic. He stated that "right-out" will cause people to be turning around in resident's driveways.

Commissioner Chase stated that she did not like the "right-in" but that she could not get past the "right-out" specification.

Commissioner Brown said that if someone comes in on W. Ridge they will be tempted to go out that way by making an illegal turn.

Commissioner Tucker said that even if the use is a "right-in" only, there would be need of an improvement to the road from Lake Mary Blvd. to the entrance on W. Ridge Drive.

Commissioner Day said that the developer of the bank will not go onto the site without access onto College Drive.

Commissioner Tucker said that was the reason why the site was not developed earlier. The Board of Adjustment ruling the other night was to allow for a drive-thru bank use.

Commissioner Day said the site will not move forward without the approval of the access on College Drive.

Commissioner Tucker said that the other option is to allow ingress only from College Drive and to not allow a bank.

Commissioner Brown said that then we are back to the feasibility of the site.

Commissioner Day said that the college could sell off the out parcel to the bank.

Commissioner Tucker said that this is now the economics of things, rather than the planning of the site.

Commissioner Chase said that it was preferable to do U-turns on Lake Mary Boulevard than to have people turning around in resident's driveways.

Commissioner Brown said that people driving by the initial entrance will be driving through the neighborhood or cutting through the parking lot. Some people would prefer to exit at the light.

At this time the Commission took a recess.

Upon returning, the Chairman stated that at the current time, West Ridge Road receives 100% of the traffic into the site. There are homeless persons living on the site also.

Commissioner Bates said that he is for the project, except for the traffic impacts on the neighborhood on Ridge Drive.
Commissioner Tucker asked if this is a straight rezone.

Ms. Williamson stated that it is tied to a site specific plan and a development order.

Commissioner Tucker said that it is not a PUD. It has this site plan with OP zoning. OP zoning is associated to a development order, similar to a PUD. He has no problem with the college aspect of the property. The college has held up the development of this property for years with the lack of access onto College Drive. Now it is being allowed. He has no problem with the college developing the property with ingress and egress to College Drive, and having a bank there, but let it go straight to College Drive.

Commissioner Brown suggested a “right-in” of W. Ridge, but added an island opposite the entrance, so that one could not cut across.

Commissioner Tucker said that there would have to be some sort of barrier to keep people from cutting across.

Commissioner Brown said that there could be the island, with the road widened to the point of the entrance to accommodate traffic.

Commissioner Day said that this would require 20 extra feet for the island, which would effect the site plan and cause them to take out parking. This would make the site plan not feasible, or cause them to delete a teller lane. While the island would help, there is not enough room without effecting the private property owners in the area. This would have to be done completely on the commercial property, and there is not enough room there.

Commissioner Brown said that perhaps parking spaces could be removed. He said that he definitely does not want “right-in” and “right-out” for the project.

Commissioner Day said that the “right-out” is for the bank. She said that there is a lot of access to the site. She does not want the traffic going back into the neighborhood.

Commissioner Chase said that she does not want the traffic going back into the neighborhood either.

Commissioner Brown said that half the traffic will go there.

Commissioner Bates asked if we want to restrict the access.

Commissioner Brown said that the project could be moved forward with the recommendation to re-work the plan before going to the BCC. We should keep in mind that they have a legal access to the road. The property owner does have rights.

Commissioner Tucker said that if they buy the land they will have access to the road.

Commissioner Brown said that we are dealing with two entities. The State of Florida owns Seminole Community College and also the Seminole Community College Foundation which is not owned by the State of Florida.

Commissioner Tucker made a motion to recommend approval of the request with the exception of any access to W. Ridge Drive.

Commissioner Bates seconded the motion.

Commissioner Brown said that this may make the Foundation not want to participate. We cannot look at economics, but we also don't want to have something developed that is not economically feasible, because it goes out of business and becomes a blight on the community.

Commissioner Tucker said that there had been a piece of property at SR 436 and Bear Lake Road that was owned by a church. The church wound up buying the properties around the site that would be heavily impacted. This will have an economic impact to the value of adjacent properties. We should minimize the impact on existing single-family homes that are owner occupied. The accessibility to College Drive is not impinging on the rights of the owner of the private road, since the owners are the same. The rights of the single-family homes exceed the other.

Commissioner Brown stated that he will vote in favor of the motion. He wished that the other access could be worked out.

The motion carried 5 – 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:_____ 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: Anvan Properties, LLC Name of Corporation:_____
Officers: Van M.Le, Managing Member Officers:_____
Address: 1477 Shadwell Cir, Lk Mary 32746 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:_____
Trustees:_____ Beneficiaries:_____
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:_____ 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: SCC Foundation, inc Name:_____
Address: 100 Weldon blvd. Sanford Fl 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.

1/10/2008
Date

Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me this 10TH day of JANUARY, 2008 by MATTHEW HODGE.

Dorothy Palkovic
Signature of Notary Public

Print, Type or Stamp Name of Notary Public

Notary Public State of Florida
Dorothy Palkovic
My Commission DD677705
Expires 05/23/2011

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

For Use by Planning & Development Staff

Date:_____ Application Number:_____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Proposed Ethics Ordinance

DEPARTMENT: County Attorney's Office **DIVISION:** Other

AUTHORIZED BY: Lola Pfeil **CONTACT:** Sharon Sharrer **EXT:** 7257

MOTION/RECOMMENDATION:
Authorize the Chairman to execute the proposed Ethics Ordinance amending the Seminole County Code.

County-wide Bob McMillan

BACKGROUND:
see attached

ATTACHMENTS:

1. Agenda Memorandum
2. Ordinance

Additionally Reviewed By:
No additional reviews

Item #

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Proposed Ethics Ordinance

DEPARTMENT: County Attorney **DIVISION:**

AUTHORIZED BY: Robert A. McMillan **CONTACT:** Robert A. McMillan **EXT.** 7254

Agenda Date 3/25/08 **Regular** ☐ **Consent** ☐ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☒ **Public Hearing – 7:00** ☐

BACKGROUND

On November 7, 2006, by referendum, the voters of Seminole County approved a charter amendment requiring the County to enact two ordinances dealing with ethics issues, the first of which dealt with ownership disclosure in land use matters and a second that prohibited certain specified conduct by county commissioners and other county officers. The constitutionality of the second amendment was challenged by the clerk, sheriff, tax collector, property appraiser and supervisor of elections. In June 2007, the circuit court ruled against the amendment and enjoined the implementation of amendment and, by doing so, prohibited the County Commission from enacting any ordinances under the authority of the amendment.

The ownership disclosure ordinance was adopted in July 2007. The Board also directed an ordinance be brought forward that would implement the specific prohibitions contained within the invalidated amendment to the extent it was legally possible to do so.

The attached ordinance includes a statement of ethical standards to govern the conduct of all those individuals subject to the Board's jurisdiction including staff, appointees and the commissioners themselves and prohibits the conduct of commissioners specifically addressed in the charter amendment.

Attachment

1. Ethics Ordinance

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: _____
CM: _____
File No. _____

ORDINANCE NO. 2008-_____ SEMINOLE COUNTY, FLORIDA

AN ORDINANCE AMENDING THE SEMINOLE COUNTY CODE; CREATING SECTIONS 74.2 THROUGH 74.4 OF THE SEMINOLE COUNTY CODE; PROVIDING FOR ETHICAL STANDARDS; PROVIDING FOR A CODE OF ETHICS; PROVIDING FOR PROHIBITION AGAINST MISUSE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 7, 2006, by referendum vote, the voters of Seminole County approved a charter amendment requiring the county to enact an ethics ordinance;

WHEREAS, such charter amendment was challenged by the constitutional officers and invalidated by the court;

WHEREAS, the Seminole County Board of County Commissioners (the "Board") determined that the voters expressed a clear interest in requiring the County to enact an ethics ordinance despite the court's ruling to invalidate the charter amendment;

WHEREAS, Part III of Chapter 112, Florida Statutes (1993) - the Code of Ethics for Public Officers and Employees - provides that the public interest requires that the law protect against any conflict of interest and establishes standards for the conduct of elected officials and government employees in situations where conflicts may exist; and

WHEREAS, the Board finds and declares that the enactment of a local Code of Ethics is in the best interests of the citizens of the County, and will help ensure that Public Officers and Employees abide by the highest ethical standards; and

Not for Execution

WHEREAS, the adherence to the highest standards of ethics protects the integrity of County government and fosters public confidence in the actions of Public Officers and Employees; and

WHEREAS, it is essential that government attract those citizens best qualified to serve. Thus, the provisions of this Ordinance concerning conflict of interest must be so designed as not to impede unreasonably or unnecessarily the recruitment and retention by government of those best qualified to serve; and

WHEREAS, public officials should not be denied the opportunity available to all other citizens to pursue private economic interests except when such interests conflict with the responsibility of such officials to the public; and,

WHEREAS, it is important that officials and employees understand the conflicts they confront every day, appreciate their fiduciary obligations to County residents, and recognize the importance of preventing conflicts from occurring, disclosing conflicts when they arise, and withdrawing from any involvement in a matter where they have a conflict.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Section 74.2 of the Seminole County Code is hereby created to read as follows:

Section 74.2. Ethical Standards for County Officials and Employees.

Not for Execution

County officials and employees shall strive to adhere to the following ethical standards:

I. Serve the Public Interest

(a) Exercise discretionary authority to promote the public interest.

(b) Oppose unlawful forms of discrimination and harassment.

(c) Recognize and support the public's right to know the public's business.

(d) Involve citizens in policy decision-making.

(e) Respond to the public in ways that are complete, clear, and easy to understand.

(f) Assist citizens in their dealings with government.

(g) Be prepared to make decisions that may not be popular.

II. Respect the Constitution and the Law

(a) Understand and apply legislation and regulations relevant to their professional role in a fair and even handed manner.

(b) Work to improve and change policies that are counterproductive and obsolete.

(c) Eliminate unlawful discrimination.

Not for Execution

(d) Prevent mismanagement of public funds by establishing and maintaining strong fiscal and management controls.

(e) Respect and protect privileged information.

(f) Promote constitutional principles of equality, fairness, responsiveness, and due process in protecting citizens' rights.

III. Demonstrate Personal Integrity

(a) Maintain truthfulness and honesty and not compromise them for advancement, honor, or personal gain.

(b) Guard against conflicts of interest or the appearance thereof: e.g., nepotism, improper outside employment, misuse of public resources, or the acceptance of unlawful gifts.

(c) Respect superiors, subordinates, colleagues, and the public.

(d) Take responsibility for one's own errors.

IV. Promote Ethical Organizations

(a) Enhance organizational capacity for open communication, creativity, and dedication.

(b) Establish procedures that promote ethical behavior and hold individuals and organizations accountable for their conduct.

Not for Execution

(c) Provide organization members with an administrative means for dissent, assurance of due process, and safeguards against reprisal.

(d) Promote merit principles that protect against arbitrary and capricious actions.

(e) Promote organizational accountability through appropriate controls and procedures.

V. Strive for Professional Excellence

(a) Provide support and encouragement to upgrade competence.

(b) Accept as a personal duty the responsibility to keep up to date on emerging issues and potential problems.

(c) Encourage others, throughout their careers, to participate in professional activities and associations.

These ethical standards for County officials and employees are enacted pursuant to Part III of Chapter 112, Florida Statutes (1993), and are not intended to authorize any conduct prohibited by that Chapter.

Not for Execution

Section 3. Section 74.4 of the Seminole County Code is hereby created to read as follows:

Section 74.3. Code of Ethics

The code of ethics as provided by general law shall have full effect on the Seminole County Board of County Commissioners, advisory boards of Seminole County, and employees of Seminole County and shall be strictly adhered to by all officials, employees and others to whom they apply. Relevant provisions of the code of ethics as currently codified in Florida Statutes are attached hereto as Exhibit A. In addition to those provisions, the following additional provision shall apply;

(1) No County Commissioner shall, during the term of his or her office, accept compensation from a person or entity, other than Seminole County, to communicate with an elected official of any municipality in Seminole County in order to influence any future action of that official in his or her government capacity.

(2) Individuals covered by this Code shall not use its provisions to further frivolous claims against another. Frivolous claims shall be those forwarded with knowledge that the claim contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations of fact material to a violation of this Code.

Not for Execution

Section 4. Section 74.7 of the Seminole County Code is hereby created to read as follows:

Section 74.4. Enforcement.

Violations of Code of Ethics set forth in Sections 74.3 of this Part may constitute grounds for suspension or removal from office, pursuant to applicable statutory and constitutional procedures. Any Employee who violates any of the provisions set forth in this Part may be subject to employment sanctions, including but not limited to reprimand, suspension, or discharge in accordance with procedures under which the Employee may otherwise be disciplined. Any Advisory Board Member who violates any of the provisions set forth in this Part may be removed from any and all County Boards or Committees by vote of the Board of County Commissioners in addition to any procedure provided by statute, ordinance or policy of the county.

Section 5. Severability. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such section, paragraph, sentence, clause, phrase or word may be severed from this ordinance and the balance of this Ordinance shall not be affected thereby.

Section 6. 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

Not for Execution

that the word "Ordinance" may be changed to "section," "article," or other appropriate word and the sections of this ordinance may be renumbered or relettered to accomplish such intention.

Section 7. Effective Date. This Ordinance shall take effect upon filing a copy of this Ordinance with the Florida Department of State by the Clerk to the Board of County Commissioners.

ENACTED this _____ day of _____, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

_____
Brenda Carey, Chairman

Attachment:
Exhibit A - Code of Ethics for Public Officers and Employees

Not For Execution

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EXHIBIT "A"

CHAPTER 112
PUBLIC OFFICERS AND EMPLOYEES: GENERAL PROVISIONS
PART III
CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES (ss. 112.311-112.326)

112.311 Legislative intent and declaration of policy.

112.312 Definitions.

112.313 Standards of conduct for public officers, employees of agencies, and local government

112.3135 Restriction on employment of relatives.

112.3143 Voting conflicts.

112.3144 Full and public disclosure of financial interests.

112.3145 Disclosure of financial interests and clients represented before agencies.

112.3146 Public records.

112.3147 Forms.

112.3148 Reporting and prohibited receipt of gifts by individuals filing full or limited public disc procurement employees.

112.3149 Solicitation and disclosure of honoraria.

112.3151 Extensions of time for filing disclosure.

112.316 Construction.

112.317 Penalties.

112.311 Legislative intent and declaration of policy.—

(1) It is essential to the proper conduct and operation of government that public officials be independent and impartial and that public office not be used for private gain other than the remuneration provided by law. The public interest, therefore, requires that the law protect against any conflict of interest and establish standards for the conduct of elected officials and government employees in situations where conflicts may exist.

(2) It is also essential that government attract those citizens best qualified to serve. Thus, the law against conflict of interest must be so designed as not to impede unreasonably or unnecessarily the recruitment and retention by government of those best qualified to serve. Public officials should not be denied the opportunity, available to all other citizens, to acquire and retain private economic interests except when conflicts with the responsibility of such officials to the public cannot be avoided.

(3) It is likewise essential that the people be free to seek redress of their grievances and express their opinions to all government officials on current issues and past or pending legislative and executive actions at every level of government. In order to preserve and maintain the integrity of the governmental process, it is necessary that the identity, expenditures, and activities of those persons who regularly engage in efforts to persuade public officials to take specific actions, either by direct communication with such officials or by solicitation of others to engage in such efforts, be regularly disclosed to the people.

(4)It is the intent of this act to implement these objectives of protecting the integrity of government and of facilitating the recruitment and retention of qualified personnel by prescribing restrictions against conflicts of interest without creating unnecessary barriers to public service.

(5)It is hereby declared to be the policy of the state that no officer or employee of a state agency or of a county, city, or other political subdivision of the state, and no member of the Legislature or legislative employee, shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest. To implement this policy and strengthen the faith and confidence of the people of the state in their government, there is enacted a code of ethics setting forth standards of conduct required of state, county, and city officers and employees, and of officers and employees of other political subdivisions of the state, in the performance of their official duties. It is the intent of the Legislature that this code shall serve not only as a guide for the official conduct of public servants in this state, but also as a basis for discipline of those who violate the provisions of this part.

(6)It is declared to be the policy of the state that public officers and employees, state and local, are agents of the people and hold their positions for the benefit of the public. They are bound to uphold the Constitution of the United States and the State Constitution and to perform efficiently and faithfully their duties under the laws of the federal, state, and local governments. Such officers and employees are bound to observe, in their official acts, the highest standards of ethics consistent with this code and the advisory opinions rendered with respect hereto regardless of personal considerations, recognizing that

promoting the public interest and maintaining the respect of the people in their government must be of foremost concern.

History.—s. 1, ch. 67-469; s. 1, ch. 69-335; s. 1, ch. 74-177; s. 2, ch. 75-208; s. 698, ch. 95-147.

112.312 Definitions.—

As used in this part and for purposes of the provisions of s. 8, Art. II of the State Constitution, unless the context otherwise requires:

(1)"Advisory body" means any board, commission, committee, council, or authority, however selected, whose total budget, appropriations, or authorized expenditures constitute less than 1 percent of the budget of each agency it serves or $100,000, whichever is less, and whose powers, jurisdiction, and authority are solely advisory and do not include the final determination or adjudication of any personal or property rights, duties, or obligations, other than those relating to its internal operations.

(2)"Agency" means any state, regional, county, local, or municipal government entity of this state, whether executive, judicial, or legislative; any department, division, bureau, commission, authority, or political subdivision of this state therein; or any public school, community college, or state university.

(3)"Breach of the public trust" means a violation of a provision of the State Constitution or this part which establishes a standard of ethical conduct, a disclosure requirement, or a prohibition applicable to public officers or employees in order to avoid conflicts between public duties and private interests, including, without limitation, a violation of s. 8, Art. II of the State Constitution or of this part.

(4)"Business associate" means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venturer, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or coowner of property.

(5)"Business entity" means any corporation, partnership, limited partnership, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in this state.

(6)"Candidate" means any person who has filed a statement of financial interest and qualification papers, has subscribed to the candidate's oath as required by s. 99.021, and seeks by election to become a public officer. This definition expressly excludes a committeeman or committeewoman regulated by chapter 103 and persons seeking any other office or position in a political party.

(7)"Commission" means the Commission on Ethics created by s. 112.320 or any successor to which its duties are transferred.

(8)"Conflict" or "conflict of interest" means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

(9)"Corruptly" means done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or omission of a public servant which is inconsistent with the proper performance of his or her public duties.

(10)"Disclosure period" means the taxable year for the person or business entity, whether based on a calendar or fiscal year, immediately preceding the date on which, or the last day of the period during

which, the financial disclosure statement required by this part is required to be filed.

(11)"Facts materially related to the complaint at issue" means facts which tend to show a violation of this part or s. 8, Art. II of the State Constitution by the alleged violator other than those alleged in the complaint and consisting of separate instances of the same or similar conduct as alleged in the complaint, or which tend to show an additional violation of this part or s. 8, Art. II of the State Constitution by the alleged violator which arises out of or in connection with the allegations of the complaint.

(12)(a)"Gift," for purposes of ethics in government and financial disclosure required by law, means that which is accepted by a donee or by another on the donee's behalf, or that which is paid or given to another for or on behalf of a donee, directly, indirectly, or in trust for the donee's benefit or by any other means, for which equal or greater consideration is not given within 90 days, including:
1.Real property.
2.The use of real property.
3.Tangible or intangible personal property.
4.The use of tangible or intangible personal property.
5.A preferential rate or terms on a debt, loan, goods, or services, which rate is below the customary rate and is not either a government rate available to all other similarly situated government employees or officials or a rate which is available to similarly situated members of the public by virtue of occupation, affiliation, age, religion, sex, or national origin.
6.Forgiveness of an indebtedness.
7.Transportation, other than that provided to a public officer or employee by an agency in relation to officially approved governmental business, lodging, or parking.
8.Food or beverage.
9.Membership dues.
10.Entrance fees, admission fees, or tickets to events, performances, or facilities.
11.Plants, flowers, or floral arrangements.
12.Services provided by persons pursuant to a professional license or certificate.
13.Other personal services for which a fee is normally charged by the person providing the services.
14.Any other similar service or thing having an attributable value not already provided for in this section.
(b)"Gift" does not include:
1.Salary, benefits, services, fees, commissions, gifts, or expenses associated primarily with the donee's employment, business, or service as an officer or director of a corporation or organization.
2.Contributions or expenditures reported pursuant to chapter 106, campaign-related personal services provided without compensation by individuals volunteering their time, or any other contribution or expenditure by a political party.
3.An honorarium or an expense related to an honorarium event paid to a person or the person's spouse.
4.An award, plaque, certificate, or similar personalized item given in recognition of the donee's public, civic, charitable, or professional service.
5.An honorary membership in a service or fraternal organization presented merely as a courtesy by such organization.
6.The use of a public facility or public property, made available by a governmental agency, for a public purpose.
7.Transportation provided to a public officer or employee by an agency in relation to officially approved governmental business.
8.Gifts provided directly or indirectly by a state, regional, or national organization which promotes the exchange of ideas between, or the professional development of, governmental officials or employees, and whose membership is primarily composed of elected or appointed public officials or staff, to members of that organization or officials or staff of a governmental agency that is a member of that

organization.
(c)For the purposes of paragraph (a), "intangible personal property" means property as defined in s. 192.001(11)(b).
(d)For the purposes of paragraph (a), the term "consideration" does not include a promise to pay or otherwise provide something of value unless the promise is in writing and enforceable through the courts.

(13)"Indirect" or "indirect interest" means an interest in which legal title is held by another as trustee or other representative capacity, but the equitable or beneficial interest is held by the person required to file under this part.

(14)"Liability" means any monetary debt or obligation owed by the reporting person to another person, entity, or governmental entity, except for credit card and retail installment accounts, taxes owed unless reduced to a judgment, indebtedness on a life insurance policy owed to the company of issuance, contingent liabilities, or accrued income taxes on net unrealized appreciation. Each liability which is required to be disclosed by s. 8, Art. II of the State Constitution shall identify the name and address of the creditor.

(15)"Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of this act, indirect ownership does not include ownership by a spouse or minor child.

(16)"Materially affected" means involving an interest in real property located within the jurisdiction of the official's agency or involving an investment in a business entity, a source of income or a position of employment, office, or management in any business entity located within the jurisdiction or doing business within the jurisdiction of the official's agency which is or will be affected in a substantially different manner or degree than the manner or degree in which the public in general will be affected or, if the matter affects only a special class of persons, then affected in a substantially different manner or degree than the manner or degree in which such class will be affected.

(17)"Ministerial matter" means action that a person takes in a prescribed manner in obedience to the mandate of legal authority, without the exercise of the person's own judgment or discretion as to the propriety of the action taken.

(18)"Parties materially related to the complaint at issue" means any other public officer or employee within the same agency as the alleged violator who has engaged in the same conduct as that alleged in the complaint, or any other public officer or employee who has participated with the alleged violator in the alleged violation as a coconspirator or as an aider and abettor.

(19)"Person or business entities provided a grant or privilege to operate" includes state and federally chartered banks, state and federal savings and loan associations, cemetery companies, insurance companies, mortgage companies, credit unions, small loan companies, alcoholic beverage licensees, pari-mutuel wagering companies, utility companies, and entities controlled by the Public Service Commission or granted a franchise to operate by either a city or county government.

(20)"Purchasing agent" means a public officer or employee having the authority to commit the expenditure of public funds through a contract for, or the purchase of, any goods, services, or interest in real property for an agency, as opposed to the authority to request or requisition a contract or purchase by another person.

(21)"Relative," unless otherwise specified in this part, means an individual who is related to a public

officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

(22)"Represent" or "representation" means actual physical attendance on behalf of a client in an agency proceeding, the writing of letters or filing of documents on behalf of a client, and personal communications made with the officers or employees of any agency on behalf of a client.

(23)"Source" means the name, address, and description of the principal business activity of a person or business entity.

(24)"Value of real property" means the most recently assessed value in lieu of a more current appraisal.

History.—s. 2, ch. 67-469; ss. 11, 12, ch. 68-35; s. 8, ch. 69-353; s. 2, ch. 74-177; s. 1, ch. 75-196; s. 1, ch. 75-199; s. 3, ch. 75-208; s. 4, ch. 76-18; s. 1, ch. 77-174; s. 2, ch. 82-98; s. 1, ch. 83-282; s. 2, ch. 90-502; s. 2, ch. 91-85; s. 3, ch. 91-292; s. 699, ch. 95-147; s. 1, ch. 96-328; s. 1, ch. 2000-243.

112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys.—

(1)DEFINITION.—As used in this section, unless the context otherwise requires, the term "public officer" includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

(2)SOLICITATION OR ACCEPTANCE OF GIFTS.—No public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.

(3)DOING BUSINESS WITH ONE'S AGENCY.—No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:
(a)October 1, 1975.
(b)Qualification for elective office.

(c)Appointment to public office.
(d)Beginning public employment.

(4)UNAUTHORIZED COMPENSATION.—No public officer, employee of an agency, or local government attorney or his or her spouse or minor child shall, at any time, accept any compensation, payment, or thing of value when such public officer, employee, or local government attorney knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer, employee, or local government attorney was expected to participate in his or her official capacity.

(5)SALARY AND EXPENSES.—No public officer shall be prohibited from voting on a matter affecting his or her salary, expenses, or other compensation as a public officer, as provided by law. No local government attorney shall be prevented from considering any matter affecting his or her salary, expenses, or other compensation as the local government attorney, as provided by law.

(6)MISUSE OF PUBLIC POSITION.—No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with s. 104.31.

(7)CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.—
(a)No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.
1.When the agency referred to is that certain kind of special tax district created by general or special law and is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the agency has jurisdiction, or when the agency has been organized pursuant to chapter 298, then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency shall not be prohibited by this subsection or be deemed a conflict per se. However, conduct by such officer or employee that is prohibited by, or otherwise frustrates the intent of, this section shall be deemed a conflict of interest in violation of the standards of conduct set forth by this section.
2.When the agency referred to is a legislative body and the regulatory power over the business entity resides in another agency, or when the regulatory power which the legislative body exercises over the business entity or agency is strictly through the enactment of laws or ordinances, then employment or a contractual relationship with such business entity by a public officer or employee of a legislative body shall not be prohibited by this subsection or be deemed a conflict.
(b)This subsection shall not prohibit a public officer or employee from practicing in a particular profession or occupation when such practice by persons holding such public office or employment is required or permitted by law or ordinance.

(8)DISCLOSURE OR USE OF CERTAIN INFORMATION.—A current or former public officer, employee of an agency, or local government attorney may not disclose or use information not available to members of the general public and gained by reason of his or her official position, except for

information relating exclusively to governmental practices, for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

(9)POSTEMPLOYMENT RESTRICTIONS; STANDARDS OF CONDUCT FOR LEGISLATORS AND LEGISLATIVE EMPLOYEES.—

(a)1.It is the intent of the Legislature to implement by statute the provisions of s. 8(e), Art. II of the State Constitution relating to legislators, statewide elected officers, appointed state officers, and designated public employees.

2.As used in this paragraph:

a."Employee" means:

(I)Any person employed in the executive or legislative branch of government holding a position in the Senior Management Service as defined in s. 110.402 or any person holding a position in the Selected Exempt Service as defined in s. 110.602 or any person having authority over policy or procurement employed by the Department of the Lottery.

(II)The Auditor General, the director of the Office of Program Policy Analysis and Government Accountability, the Sergeant at Arms and Secretary of the Senate, and the Sergeant at Arms and Clerk of the House of Representatives.

(III)The executive director of the Legislative Committee on Intergovernmental Relations and the executive director and deputy executive director of the Commission on Ethics.

(IV)An executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, analyst, or attorney of the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, Senate Minority Party Office, House Majority Party Office, or House Minority Party Office; or any person, hired on a contractual basis, having the power normally conferred upon such persons, by whatever title.

(V)The Chancellor and Vice Chancellors of the State University System; the general counsel to the 1Board of Regents; and the president, vice presidents, and deans of each state university.

(VI)Any person, including an other-personal-services employee, having the power normally conferred upon the positions referenced in this sub-subparagraph.

b."Appointed state officer" means any member of an appointive board, commission, committee, council, or authority of the executive or legislative branch of state government whose powers, jurisdiction, and authority are not solely advisory and include the final determination or adjudication of any personal or property rights, duties, or obligations, other than those relative to its internal operations.

c."State agency" means an entity of the legislative, executive, or judicial branch of state government over which the Legislature exercises plenary budgetary and statutory control.

3.No member of the Legislature, appointed state officer, or statewide elected officer shall personally represent another person or entity for compensation before the government body or agency of which the individual was an officer or member for a period of 2 years following vacation of office. No member of the Legislature shall personally represent another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals or in settlement negotiations after the filing of a lawsuit.

4.An agency employee, including an agency employee who was employed on July 1, 2001, in a Career Service System position that was transferred to the Selected Exempt Service System under chapter 2001-43, Laws of Florida, may not personally represent another person or entity for compensation before the agency with which he or she was employed for a period of 2 years following vacation of position, unless employed by another agency of state government.

5.Any person violating this paragraph shall be subject to the penalties provided in s. 112.317 and a civil penalty of an amount equal to the compensation which the person receives for the prohibited conduct.

6.This paragraph is not applicable to:

a.A person employed by the Legislature or other agency prior to July 1, 1989;

b.A person who was employed by the Legislature or other agency on July 1, 1989, whether or not the

person was a defined employee on July 1, 1989;
c.A person who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994;
d.A person who has reached normal retirement age as defined in s. 121.021(29), and who has retired under the provisions of chapter 121 by July 1, 1991; or
e.Any appointed state officer whose term of office began before January 1, 1995, unless reappointed to that office on or after January 1, 1995.
(b)In addition to the provisions of this part which are applicable to legislators and legislative employees by virtue of their being public officers or employees, the conduct of members of the Legislature and legislative employees shall be governed by the ethical standards provided in the respective rules of the Senate or House of Representatives which are not in conflict herewith.

(10)EMPLOYEES HOLDING OFFICE.—
(a)No employee of a state agency or of a county, municipality, special taxing district, or other political subdivision of the state shall hold office as a member of the governing board, council, commission, or authority, by whatever name known, which is his or her employer while, at the same time, continuing as an employee of such employer.
(b)The provisions of this subsection shall not apply to any person holding office in violation of such provisions on the effective date of this act. However, such a person shall surrender his or her conflicting employment prior to seeking reelection or accepting reappointment to office.

(11)PROFESSIONAL AND OCCUPATIONAL LICENSING BOARD MEMBERS.—No officer, director, or administrator of a Florida state, county, or regional professional or occupational organization or association, while holding such position, shall be eligible to serve as a member of a state examining or licensing board for the profession or occupation.

(12)EXEMPTION.—The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:
(a)Within a city or county the business is transacted under a rotation system whereby the business transactions are rotated among all qualified suppliers of the goods or services within the city or county.
(b)The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:
1.The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;
2.The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and
3.The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.
(c)The purchase or sale is for legal advertising in a newspaper, for any utilities service, or for passage on a common carrier.
(d)An emergency purchase or contract which would otherwise violate a provision of subsection (3) or

subsection (7) must be made in order to protect the health, safety, or welfare of the citizens of the state or any political subdivision thereof.
(e)The business entity involved is the only source of supply within the political subdivision of the officer or employee and there is full disclosure by the officer or employee of his or her interest in the business entity to the governing body of the political subdivision prior to the purchase, rental, sale, leasing, or other business being transacted.
(f)The total amount of the transactions in the aggregate between the business entity and the agency does not exceed $500 per calendar year.
(g)The fact that a county or municipal officer or member of a public board or body, including a district school officer or an officer of any district within a county, is a stockholder, officer, or director of a bank will not bar such bank from qualifying as a depository of funds coming under the jurisdiction of any such public board or body, provided it appears in the records of the agency that the governing body of the agency has determined that such officer or member of a public board or body has not favored such bank over other qualified banks.
(h)The transaction is made pursuant to s. 1004.22 or s. 1004.23 and is specifically approved by the president and the chair of the university board of trustees. The chair of the university board of trustees shall submit to the Governor and the Legislature by March 1 of each year a report of the transactions approved pursuant to this paragraph during the preceding year.
(i)The public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.
(j)The public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency and:
1.The price and terms of the transaction are available to similarly situated members of the general public; and
2.The officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

(13)COUNTY AND MUNICIPAL ORDINANCES AND SPECIAL DISTRICT AND SCHOOL DISTRICT RESOLUTIONS REGULATING FORMER OFFICERS OR EMPLOYEES.—The governing body of any county or municipality may adopt an ordinance and the governing body of any special district or school district may adopt a resolution providing that an appointed county, municipal, special district, or school district officer or a county, municipal, special district, or school district employee may not personally represent another person or entity for compensation before the government body or agency of which the individual was an officer or employee for a period of 2 years following vacation of office or termination of employment, except for the purposes of collective bargaining. Nothing in this section may be construed to prohibit such ordinance or resolution.

(14)LOBBYING BY FORMER LOCAL OFFICERS; PROHIBITION.—A person who has been elected to any county, municipal, special district, or school district office may not personally represent another person or entity for compensation before the government body or agency of which the person was an officer for a period of 2 years after vacating that office. For purposes of this subsection:
(a)The "government body or agency" of a member of a board of county commissioners consists of the commission, the chief administrative officer or employee of the county, and their immediate support staff.
(b)The "government body or agency" of any other county elected officer is the office or department headed by that officer, including all subordinate employees.
(c)The "government body or agency" of an elected municipal officer consists of the governing body of the municipality, the chief administrative officer or employee of the municipality, and their immediate support staff.
(d)The "government body or agency" of an elected special district officer is the special district.

(e)The "government body or agency" of an elected school district officer is the school district.

(15)ADDITIONAL EXEMPTION.—No elected public officer shall be held in violation of subsection (7) if the officer maintains an employment relationship with an entity which is currently a tax-exempt organization under s. 501(c) of the Internal Revenue Code and which contracts with or otherwise enters into a business relationship with the officer's agency and:
(a)The officer's employment is not directly or indirectly compensated as a result of such contract or business relationship;
(b)The officer has in no way participated in the agency's decision to contract or to enter into the business relationship with his or her employer, whether by participating in discussion at the meeting, by communicating with officers or employees of the agency, or otherwise; and
(c)The officer abstains from voting on any matter which may come before the agency involving the officer's employer, publicly states to the assembly the nature of the officer's interest in the matter from which he or she is abstaining, and files a written memorandum as provided in s. 112.3143.

(16)LOCAL GOVERNMENT ATTORNEYS.—
(a)For the purposes of this section, "local government attorney" means any individual who routinely serves as the attorney for a unit of local government. The term shall not include any person who renders legal services to a unit of local government pursuant to contract limited to a specific issue or subject, to specific litigation, or to a specific administrative proceeding. For the purposes of this section, "unit of local government" includes, but is not limited to, municipalities, counties, and special districts.
(b)It shall not constitute a violation of subsection (3) or subsection (7) for a unit of local government to contract with a law firm, operating as either a partnership or a professional association, or in any combination thereof, or with a local government attorney who is a member of or is otherwise associated with the law firm, to provide any or all legal services to the unit of local government, so long as the local government attorney is not a full-time employee or member of the governing body of the unit of local government. However, the standards of conduct as provided in subsections (2), (4), (5), (6), and (8) shall apply to any person who serves as a local government attorney.
(c)No local government attorney or law firm in which the local government attorney is a member, partner, or employee shall represent a private individual or entity before the unit of local government to which the local government attorney provides legal services. A local government attorney whose contract with the unit of local government does not include provisions that authorize or mandate the use of the law firm of the local government attorney to complete legal services for the unit of local government shall not recommend or otherwise refer legal work to that attorney's law firm to be completed for the unit of local government.

(17)BOARD OF GOVERNORS AND BOARDS OF TRUSTEES.—No citizen member of the Board of Governors of the State University System, nor any citizen member of a board of trustees of a local constituent university, shall have or hold any employment or contractual relationship as a legislative lobbyist requiring annual registration and reporting pursuant to s. 11.045.

History.—s. 3, ch. 67-469; s. 2, ch. 69-335; ss. 10, 35, ch. 69-106; s. 3, ch. 74-177; ss. 4, 11, ch. 75-208; s. 1, ch. 77-174; s. 1, ch. 77-349; s. 4, ch. 82-98; s. 2, ch. 83-26; s. 6, ch. 83-282; s. 14, ch. 85-80; s. 12, ch. 86-145; s. 1, ch. 88-358; s. 1, ch. 88-408; s. 3, ch. 90-502; s. 3, ch. 91-85; s. 4, ch. 91-292; s. 1, ch. 92-35; s. 1, ch. 94-277; s. 1406, ch. 95-147; s. 3, ch. 96-311; s. 34, ch. 96-318; s. 41, ch. 99-2; s. 29, ch. 2001-266; s. 20, ch. 2002-1; s. 894, ch. 2002-387; s. 2, ch. 2005-285; s. 2, ch. 2006-275.
1Note.—Abolished by s. 3, ch. 2001-170.

112.3135 Restriction on employment of relatives.—

(1)In this section, unless the context otherwise requires:
(a)"Agency" means:
1.A state agency, except an institution under the jurisdiction of the Division of Universities of the Department of Education;
2.An office, agency, or other establishment in the legislative branch;
3.An office, agency, or other establishment in the judicial branch;
4.A county;
5.A city; and
6.Any other political subdivision of the state, except a district school board or community college district.
(b)"Collegial body" means a governmental entity marked by power or authority vested equally in each of a number of colleagues.
(c)"Public official" means an officer, including a member of the Legislature, the Governor, and a member of the Cabinet, or an employee of an agency in whom is vested the authority by law, rule, or regulation, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in an agency, including the authority as a member of a collegial body to vote on the appointment, employment, promotion, or advancement of individuals.
(d)"Relative," for purposes of this section only, with respect to a public official, means an individual who is related to the public official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

(2)(a)A public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the agency in which the official is serving or over which the official exercises jurisdiction or control any individual who is a relative of the public official. An individual may not be appointed, employed, promoted, or advanced in or to a position in an agency if such appointment, employment, promotion, or advancement has been advocated by a public official, serving in or exercising jurisdiction or control over the agency, who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by a collegial body of which a relative of the individual is a member. However, this subsection shall not apply to appointments to boards other than those with land-planning or zoning responsibilities in those municipalities with less than 35,000 population. This subsection does not apply to persons serving in a volunteer capacity who provide emergency medical, firefighting, or police services. Such persons may receive, without losing their volunteer status, reimbursements for the costs of any training they get relating to the provision of volunteer emergency medical, firefighting, or police services and payment for any incidental expenses relating to those services that they provide.
(b)Mere approval of budgets shall not be sufficient to constitute "jurisdiction or control" for the purposes of this section.

(3)An agency may prescribe regulations authorizing the temporary employment, in the event of an emergency as defined in s. 252.34(3), of individuals whose employment would be otherwise prohibited by this section.

(4)Legislators' relatives may be employed as pages or messengers during legislative sessions.

History.—ss. 1, 2, 3, ch. 69-341; ss. 15, 35, ch. 69-106; s. 70, ch. 72-221; s. 3, ch. 83-334; s. 1, ch. 89-67; s. 4, ch. 90-502; s. 2, ch. 94-277; s. 1407, ch. 95-147; s. 1, ch. 98-160; s. 42, ch. 99-2.
Note.—Former s. 116.111.

112.3143 Voting conflicts.—

(1)As used in this section:
(a)"Public officer" includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.
(b)"Relative" means any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

(2)No state public officer is prohibited from voting in an official capacity on any matter. However, any state public officer voting in an official capacity upon any measure which would inure to the officer's special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom the officer is retained or to the parent organization or subsidiary of a corporate principal by which the officer is retained; or which the officer knows would inure to the special private gain or loss of a relative or business associate of the public officer shall, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

(3)(a)No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.
(b)However, a commissioner of a community redevelopment agency created or designated pursuant to s. 163.356 or s. 163.357, or an officer of an independent special tax district elected on a one-acre, one-vote basis, is not prohibited from voting, when voting in said capacity.

(4)No appointed public officer shall participate in any matter which would inure to the officer's special private gain or loss; which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained; or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer, without first disclosing the nature of his or her interest in the matter.
(a)Such disclosure, indicating the nature of the conflict, shall be made in a written memorandum filed with the person responsible for recording the minutes of the meeting, prior to the meeting in which consideration of the matter will take place, and shall be incorporated into the minutes. Any such memorandum shall become a public record upon filing, shall immediately be provided to the other members of the agency, and shall be read publicly at the next meeting held subsequent to the filing of this written memorandum.
(b)In the event that disclosure has not been made prior to the meeting or that any conflict is unknown prior to the meeting, the disclosure shall be made orally at the meeting when it becomes known that a conflict exists. A written memorandum disclosing the nature of the conflict shall then be filed within 15 days after the oral disclosure with the person responsible for recording the minutes of the meeting and shall be incorporated into the minutes of the meeting at which the oral disclosure was made. Any such memorandum shall become a public record upon filing, shall immediately be provided to the other

members of the agency, and shall be read publicly at the next meeting held subsequent to the filing of this written memorandum.
(c)For purposes of this subsection, the term "participate" means any attempt to influence the decision by oral or written communication, whether made by the officer or at the officer's direction.

(5)Whenever a public officer or former public officer is being considered for appointment or reappointment to public office, the appointing body shall consider the number and nature of the memoranda of conflict previously filed under this section by said officer.

History.—s. 6, ch. 75-208; s. 2, ch. 84-318; s. 1, ch. 84-357; s. 2, ch. 86-148; s. 5, ch. 91-85; s. 3, ch. 94-277; s. 1408, ch. 95-147; s. 43, ch. 99-2.

112.3144 Full and public disclosure of financial interests.—

1(1)An officer who is required by s. 8, Art. II of the State Constitution to file a full and public disclosure of his or her financial interests for any calendar or fiscal year shall file that disclosure with the Florida Commission on Ethics.

(2)A person who is required, pursuant to s. 8, Art. II of the State Constitution, to file a full and public disclosure of financial interests and who has filed a full and public disclosure of financial interests for any calendar or fiscal year shall not be required to file a statement of financial interests pursuant to s. 112.3145(2) and (3) for the same year or for any part thereof notwithstanding any requirement of this part, except that a candidate for office shall file a copy of his or her disclosure with the officer before whom he or she qualifies.

(3)For purposes of full and public disclosure under s. 8(a), Art. II of the State Constitution, the following items, if not held for investment purposes and if valued at over $1,000 in the aggregate, may be reported in a lump sum and identified as "household goods and personal effects":
(a)Jewelry;
(b)Collections of stamps, guns, and numismatic properties;
(c)Art objects;
(d)Household equipment and furnishings;
(e)Clothing;
(f)Other household items; and
(g)Vehicles for personal use.

(4)(a)With respect to reporting, on forms prescribed under this section, assets valued in excess of $1,000 which the reporting individual holds jointly with another person, the amount reported shall be based on the reporting individual's legal percentage of ownership in the property. However, assets that are held jointly, with right of survivorship, must be reported at 100 percent of the value of the asset. For purposes of this subsection, a reporting individual is deemed to own a percentage of a partnership which is equal to the reporting individual's interest in the capital or equity of the partnership.
(b)1.With respect to reporting liabilities valued in excess of $1,000 on forms prescribed under this section for which the reporting individual is jointly and severally liable, the amount reported shall be based on the reporting individual's percentage of liability rather than the total amount of the liability. However, liability for a debt that is secured by property owned by the reporting individual but that is held jointly, with right of survivorship, must be reported at 100 percent of the total amount owed.
2.A separate section of the form shall be created to provide for the reporting of the amounts of joint and several liability of the reporting individual not otherwise reported in subparagraph 1.

(5)Forms for compliance with the full and public disclosure requirements of s. 8, Art. II of the State

Constitution shall be created by the Commission on Ethics. The commission shall give notice of disclosure deadlines and delinquencies and distribute forms in the following manner:
(a)Not later than May 1 of each year, the commission shall prepare a current list of the names and addresses of and the offices held by every person required to file full and public disclosure annually by s. 8, Art. II of the State Constitution, or other state law. In compiling the list, the commission shall be assisted by each unit of government in providing at the request of the commission the name, address, and name of the office held by each public official within the respective unit of government.
(b)Not later than 30 days before July 1 of each year, the commission shall mail a copy of the form prescribed for compliance with full and public disclosure and a notice of the filing deadline to each person on the mailing list.
(c)Not later than 30 days after July 1 of each year, the commission shall determine which persons on the mailing list have failed to file full and public disclosure and shall send delinquency notices by certified mail to such persons. Each notice shall state that a grace period is in effect until September 1 of the current year.
(d)Statements must be filed not later than 5 p.m. of the due date. However, any statement that is postmarked by the United States Postal Service by midnight of the due date is deemed to have been filed in a timely manner, and a certificate of mailing obtained from and dated by the United States Postal Service at the time of the mailing, or a receipt from an established courier company which bears a date on or before the due date, constitutes proof of mailing in a timely manner.
(e)Any person who is required to file full and public disclosure of financial interests and whose name is on the commission's mailing list but who fails to timely file is assessed a fine of $25 per day for each day late up to a maximum of $1,500; however this $1,500 limitation on automatic fines does not limit the civil penalty that may be imposed if the statement is filed more than 60 days after the deadline and a complaint is filed, as provided in s. 112.324. The commission must provide by rule the grounds for waiving the fine and the procedures by which each person whose name is on the mailing list and who is determined to have not filed in a timely manner will be notified of assessed fines and may appeal. The rule must provide for and make specific the following:
1.The amount of the fine due is based upon the earliest of the following:
a.When a statement is actually received by the office.
b.When the statement is postmarked.
c.When the certificate of mailing is dated.
d.When the receipt from an established courier company is dated.
2.Upon receipt of the disclosure statement or upon accrual of the maximum penalty, whichever occurs first, the commission shall determine the amount of the fine which is due and shall notify the delinquent person. The notice must include an explanation of the appeal procedure under subparagraph 3. Such fine must be paid within 30 days after the notice of payment due is transmitted, unless appeal is made to the commission pursuant to subparagraph 3. The moneys shall be deposited into the General Revenue Fund.
3.Any reporting person may appeal or dispute a fine, based upon unusual circumstances surrounding the failure to file on the designated due date, and may request and is entitled to a hearing before the commission, which may waive the fine in whole or in part for good cause shown. Any such request must be made within 30 days after the notice of payment due is transmitted. In such a case, the reporting person must, within the 30-day period, notify the person designated to review the timeliness of reports in writing of his or her intention to bring the matter before the commission.
(f)Any person subject to the annual filing of full and public disclosure under s. 8, Art. II of the State Constitution, or other state law, whose name is not on the commission's mailing list of persons required to file full and public disclosure is not subject to the fines or penalties provided in this part for failure to file full and public disclosure in any year in which the omission occurred, but nevertheless is required to file the disclosure statement.
(g)The notification requirements and fines of this subsection do not apply to candidates or to the first filing required of any person appointed to elective constitutional office or other position required to file full and public disclosure, unless the person's name is on the commission's notification list and the

person received notification from the commission. The appointing official shall notify such newly appointed person of the obligation to file full and public disclosure by July 1. The notification requirements and fines of this subsection do not apply to the final filing provided for in subsection (6).
(h)Notwithstanding any provision of chapter 120, any fine imposed under this subsection which is not waived by final order of the commission and which remains unpaid more than 60 days after the notice of payment due or more than 60 days after the commission renders a final order on the appeal must be submitted to the Department of Financial Services as a claim, debt, or other obligation owed to the state, and the department shall assign the collection of such fine to a collection agent as provided in s. 17.20.

(6)Each person required to file full and public disclosure of financial interests shall file a final disclosure statement within 60 days after leaving his or her public position for the period between January 1 of the year in which the person leaves and the last day of office or employment, unless within the 60-day period the person takes another public position requiring financial disclosure under s. 8, Art. II of the State Constitution, or is otherwise required to file full and public disclosure for the final disclosure period. The head of the agency of each person required to file full and public disclosure for the final disclosure period shall notify such persons of their obligation to file the final disclosure and may designate a person to be responsible for the notification requirements of this subsection.

(7)The commission shall adopt rules and forms specifying how a person who is required to file full and public disclosure of financial interests may amend his or her disclosure statement to report information that was not included on the form as originally filed. If the amendment is the subject of a complaint filed under this part, the commission and the proper disciplinary official or body shall consider as a mitigating factor when considering appropriate disciplinary action the fact that the amendment was filed before any complaint or other inquiry or proceeding, while recognizing that the public was deprived of access to information to which it was entitled.

History.—s. 1, ch. 82-98; s. 3, ch. 88-358; s. 19, ch. 91-45; s. 4, ch. 94-277; s. 1409, ch. 95-147; s. 2, ch. 2000-243; s. 30, ch. 2000-258; s. 127, ch. 2003-261; s. 3, ch. 2006-275.
1Note.—As created by s. 30, ch. 2000-258. Subsection (1), as created by s. 2, ch. 2000-243, reads:
(1)A person who is required, pursuant to s. 8, Art. II of the State Constitution, to file a full and public disclosure of financial interests for any calendar or fiscal year shall file the disclosure with the Florida Commission on Ethics.

112.3145 Disclosure of financial interests and clients represented before agencies.—

(1)For purposes of this section, unless the context otherwise requires, the term:
(a)"Local officer" means:
1.Every person who is elected to office in any political subdivision of the state, and every person who is appointed to fill a vacancy for an unexpired term in such an elective office.
2.Any appointed member of any of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision of the state:
a.The governing body of the political subdivision, if appointed;
b.An expressway authority or transportation authority established by general law;
c.A community college or junior college district board of trustees;
d.A board having the power to enforce local code provisions;
e.A planning or zoning board, board of adjustment, board of appeals, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and such other groups who only have the power to make recommendations to planning or zoning boards;

f.A pension board or retirement board having the power to invest pension or retirement funds or the power to make a binding determination of one's entitlement to or amount of a pension or other retirement benefit; or

g.Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

3.Any person holding one or more of the following positions: mayor; county or city manager; chief administrative employee of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building code inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator, with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; district school superintendent; community college president; district medical examiner; or purchasing agent having the authority to make any purchase exceeding the threshold amount provided for in s. 287.017 for CATEGORY ONE, on behalf of any political subdivision of the state or any entity thereof.

(b)"Specified state employee" means:

1.Public counsel created by chapter 350, an assistant state attorney, an assistant public defender, a full-time state employee who serves as counsel or assistant counsel to any state agency, the Deputy Chief Judge of Compensation Claims, a judge of compensation claims, an administrative law judge, or a hearing officer.

2.Any person employed in the office of the Governor or in the office of any member of the Cabinet if that person is exempt from the Career Service System, except persons employed in clerical, secretarial, or similar positions.

3.Each appointed secretary, assistant secretary, deputy secretary, executive director, assistant executive director, or deputy executive director of each state department, commission, board, or council; unless otherwise provided, the division director, assistant division director, deputy director, bureau chief, and assistant bureau chief of any state department or division; or any person having the power normally conferred upon such persons, by whatever title.

4.The superintendent or institute director of a state mental health institute established for training and research in the mental health field or the warden or director of any major state institution or facility established for corrections, training, treatment, or rehabilitation.

5.Business managers, purchasing agents having the power to make any purchase exceeding the threshold amount provided for in s. 287.017 for CATEGORY ONE, finance and accounting directors, personnel officers, or grants coordinators for any state agency.

6.Any person, other than a legislative assistant exempted by the presiding officer of the house by which the legislative assistant is employed, who is employed in the legislative branch of government, except persons employed in maintenance, clerical, secretarial, or similar positions.

7.Each employee of the Commission on Ethics.

(c)"State officer" means:

1.Any elected public officer, excluding those elected to the United States Senate and House of Representatives, not covered elsewhere in this part and any person who is appointed to fill a vacancy for an unexpired term in such an elective office.

2.An appointed member of each board, commission, authority, or council having statewide jurisdiction, excluding a member of an advisory body.

3.A member of the 1Board of Regents, the Chancellor and Vice Chancellors of the State University System, and the president of a state university.

4.A member of the judicial nominating commission for any district court of appeal or any judicial circuit.

(2)(a)A person seeking nomination or election to a state or local elective office shall file a statement of financial interests together with, and at the same time he or she files, qualifying papers.

(b)Each state or local officer and each specified state employee shall file a statement of financial interests no later than July 1 of each year. Each state officer, local officer, and specified state employee shall file a final statement of financial interests within 60 days after leaving his or her public position for the period between January 1 of the year in which the person leaves and the last day of office or employment, unless within the 60-day period the person takes another public position requiring financial disclosure under this section or s. 8, Art. II of the State Constitution or otherwise is required to file full and public disclosure or a statement of financial interests for the final disclosure period. Each state or local officer who is appointed and each specified state employee who is employed shall file a statement of financial interests within 30 days from the date of appointment or, in the case of a specified state employee, from the date on which the employment begins, except that any person whose appointment is subject to confirmation by the Senate shall file prior to confirmation hearings or within 30 days from the date of appointment, whichever comes first.
(c)State officers and specified state employees shall file their statements of financial interests with the Commission on Ethics. Local officers shall file their statements of financial interests with the supervisor of elections of the county in which they permanently reside. Local officers who do not permanently reside in any county in the state shall file their statements of financial interests with the supervisor of elections of the county in which their agency maintains its headquarters. Persons seeking to qualify as candidates for local public office shall file their statements of financial interests with the officer before whom they qualify.

(3)The statement of financial interests for state officers, specified state employees, local officers, and persons seeking to qualify as candidates for state or local office shall be filed even if the reporting person holds no financial interests requiring disclosure, in which case the statement shall be marked "not applicable." Otherwise, the statement of financial interests shall include, at the filer's option, either:
(a)1.All sources of income in excess of 5 percent of the gross income received during the disclosure period by the person in his or her own name or by any other person for his or her use or benefit, excluding public salary. However, this shall not be construed to require disclosure of a business partner's sources of income. The person reporting shall list such sources in descending order of value with the largest source first;
2.All sources of income to a business entity in excess of 10 percent of the gross income of a business entity in which the reporting person held a material interest and from which he or she received an amount which was in excess of 10 percent of his or her gross income during the disclosure period and which exceeds $1,500. The period for computing the gross income of the business entity is the fiscal year of the business entity which ended on, or immediately prior to, the end of the disclosure period of the person reporting;
3.The location or description of real property in this state, except for residences and vacation homes, owned directly or indirectly by the person reporting, when such person owns in excess of 5 percent of the value of such real property, and a general description of any intangible personal property worth in excess of 10 percent of such person's total assets. For the purposes of this paragraph, indirect ownership does not include ownership by a spouse or minor child; and
4.Every individual liability that equals more than the reporting person's net worth; or
(b)1.All sources of gross income in excess of $2,500 received during the disclosure period by the person in his or her own name or by any other person for his or her use or benefit, excluding public salary. However, this shall not be construed to require disclosure of a business partner's sources of income. The person reporting shall list such sources in descending order of value with the largest source first;
2.All sources of income to a business entity in excess of 10 percent of the gross income of a business entity in which the reporting person held a material interest and from which he or she received gross income exceeding $5,000 during the disclosure period. The period for computing the gross income of the business entity is the fiscal year of the business entity which ended on, or immediately prior to, the end of the disclosure period of the person reporting;
3.The location or description of real property in this state, except for residence and vacation homes,

owned directly or indirectly by the person reporting, when such person owns in excess of 5 percent of the value of such real property, and a general description of any intangible personal property worth in excess of $10,000. For the purpose of this paragraph, indirect ownership does not include ownership by a spouse or minor child; and
4.Every liability in excess of $10,000.

(4)Each elected constitutional officer, state officer, local officer, and specified state employee shall file a quarterly report of the names of clients represented for a fee or commission, except for appearances in ministerial matters, before agencies at his or her level of government. For the purposes of this part, agencies of government shall be classified as state-level agencies or agencies below state level. Each local officer shall file such report with the supervisor of elections of the county in which the officer is principally employed or is a resident. Each state officer, elected constitutional officer, and specified state employee shall file such report with the commission. The report shall be filed only when a reportable representation is made during the calendar quarter and shall be filed no later than the last day of each calendar quarter, for the previous calendar quarter. Representation before any agency shall be deemed to include representation by such officer or specified state employee or by any partner or associate of the professional firm of which he or she is a member and of which he or she has actual knowledge. For the purposes of this subsection, the term "representation before any agency" does not include appearances before any court or the Deputy Chief Judge of Compensation Claims or judges of compensation claims or representations on behalf of one's agency in one's official capacity. Such term does not include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license based on a quota or a franchise of such agency or a license or operation permit to engage in a profession, business, or occupation, so long as the issuance or granting of such license, permit, or transfer does not require substantial discretion, a variance, a special consideration, or a certificate of public convenience and necessity.

(5)Each elected constitutional officer and each candidate for such office, any other public officer required pursuant to s. 8, Art. II of the State Constitution to file a full and public disclosure of his or her financial interests, and each state officer, local officer, specified state employee, and candidate for elective public office who is or was during the disclosure period an officer, director, partner, proprietor, or agent, other than a resident agent solely for service of process, of, or owns or owned during the disclosure period a material interest in, any business entity which is granted a privilege to operate in this state shall disclose such facts as a part of the disclosure form filed pursuant to s. 8, Art. II of the State Constitution or this section, as applicable. The statement shall give the name, address, and principal business activity of the business entity and shall state the position held with such business entity or the fact that a material interest is owned and the nature of that interest.

(6)Forms for compliance with the disclosure requirements of this section and a current list of persons subject to disclosure shall be created by the commission and provided to each supervisor of elections. The commission and each supervisor of elections shall give notice of disclosure deadlines and delinquencies and distribute forms in the following manner:
(a)1.Not later than May 1 of each year, the commission shall prepare a current list of the names and addresses of, and the offices or positions held by, every state officer, local officer, and specified employee. In compiling the list, the commission shall be assisted by each unit of government in providing, at the request of the commission, the name, address, and name of agency of, and the office or position held by, each state officer, local officer, or specified state employee within the respective unit of government.
2.Not later than May 15 of each year, the commission shall provide each supervisor of elections with a current mailing list of all local officers required to file with such supervisor of elections.
(b)Not later than 30 days before July 1 of each year, the commission and each supervisor of elections, as appropriate, shall mail a copy of the form prescribed for compliance with subsection (3) and a notice of

all applicable disclosure forms and filing deadlines to each person required to file a statement of financial interests.

(c)Not later than 30 days after July 1 of each year, the commission and each supervisor of elections shall determine which persons required to file a statement of financial interests in their respective offices have failed to do so and shall send delinquency notices by certified mail, return receipt requested, to these persons. Each notice shall state that a grace period is in effect until September 1 of the current year; that no investigative or disciplinary action based upon the delinquency will be taken by the agency head or commission if the statement is filed by September 1 of the current year; that, if the statement is not filed by September 1 of the current year, a fine of $25 for each day late will be imposed, up to a maximum penalty of $1,500; for notices sent by a supervisor of elections, that he or she is required by law to notify the commission of the delinquency; and that, if upon the filing of a sworn complaint the commission finds that the person has failed to timely file the statement within 60 days after September 1 of the current year, such person will also be subject to the penalties provided in s. 112.317.

(d)No later than November 15 of each year, the supervisor of elections in each county shall certify to the commission a list of the names and addresses of, and the offices or positions held by, all persons who have failed to timely file the required statements of financial interests. The certification must include the earliest of the dates described in subparagraph (f)1. The certification shall be on a form prescribed by the commission and shall indicate whether the supervisor of elections has provided the disclosure forms and notice as required by this subsection to all persons named on the delinquency list.

(e)Statements must be filed not later than 5 p.m. of the due date. However, any statement that is postmarked by the United States Postal Service by midnight of the due date is deemed to have been filed in a timely manner, and a certificate of mailing obtained from and dated by the United States Postal Service at the time of the mailing, or a receipt from an established courier company which bears a date on or before the due date, constitutes proof of mailing in a timely manner.

(f)Any person who is required to file a statement of financial interests and whose name is on the commission's mailing list but who fails to timely file is assessed a fine of $25 per day for each day late up to a maximum of $1,500; however, this $1,500 limitation on automatic fines does not limit the civil penalty that may be imposed if the statement is filed more than 60 days after the deadline and a complaint is filed, as provided in s. 112.324. The commission must provide by rule the grounds for waiving the fine and procedures by which each person whose name is on the mailing list and who is determined to have not filed in a timely manner will be notified of assessed fines and may appeal. The rule must provide for and make specific the following:

1.The amount of the fine due is based upon the earliest of the following:

a.When a statement is actually received by the office.

b.When the statement is postmarked.

c.When the certificate of mailing is dated.

d.When the receipt from an established courier company is dated.

2.For a specified state employee or a state officer, upon receipt of the disclosure statement by the commission or upon accrual of the maximum penalty, whichever occurs first, and for a local officer upon receipt by the commission of the certification from the local officer's supervisor of elections pursuant to paragraph (d), the commission shall determine the amount of the fine which is due and shall notify the delinquent person. The notice must include an explanation of the appeal procedure under subparagraph 3. The fine must be paid within 30 days after the notice of payment due is transmitted, unless appeal is made to the commission pursuant to subparagraph 3. The moneys are to be deposited into the General Revenue Fund.

3.Any reporting person may appeal or dispute a fine, based upon unusual circumstances surrounding the failure to file on the designated due date, and may request and is entitled to a hearing before the commission, which may waive the fine in whole or in part for good cause shown. Any such request must be made within 30 days after the notice of payment due is transmitted. In such a case, the reporting person must, within the 30-day period, notify the person designated to review the timeliness of reports in writing of his or her intention to bring the matter before the commission.

(g)Any state officer, local officer, or specified employee whose name is not on the mailing list of persons required to file an annual statement of financial interests is not subject to the penalties provided in s. 112.317 or the fine provided in this section for failure to timely file a statement of financial interests in any year in which the omission occurred, but nevertheless is required to file the disclosure statement.
(h)The notification requirements and fines of this subsection do not apply to candidates or to the first or final filing required of any state officer, specified employee, or local officer as provided in paragraph (2)(b).
(i)Notwithstanding any provision of chapter 120, any fine imposed under this subsection which is not waived by final order of the commission and which remains unpaid more than 60 days after the notice of payment due or more than 60 days after the commission renders a final order on the appeal must be submitted to the Department of Financial Services as a claim, debt, or other obligation owed to the state, and the department shall assign the collection of such a fine to a collection agent as provided in s. 17.20.

(7)(a)The appointing official or body shall notify each newly appointed local officer, state officer, or specified state employee, not later than the date of appointment, of the officer's or employee's duty to comply with the disclosure requirements of this section. The agency head of each employing agency shall notify each newly employed local officer or specified state employee, not later than the day of employment, of the officer's or employee's duty to comply with the disclosure requirements of this section. The appointing official or body or employing agency head may designate a person to be responsible for the notification requirements of this paragraph.
(b)The agency head of the agency of each local officer, state officer, or specified state employee who is required to file a statement of financial interests for the final disclosure period shall notify such persons of their obligation to file the final disclosure and may designate a person to be responsible for the notification requirements of this paragraph.

(8)A public officer who has filed a disclosure for any calendar or fiscal year shall not be required to file a second disclosure for the same year or any part thereof, notwithstanding any requirement of this act, except that any public officer who qualifies as a candidate for public office shall file a copy of the disclosure with the officer before whom he or she qualifies as a candidate at the time of qualification.

(9)The commission shall adopt rules and forms specifying how a state officer, local officer, or specified state employee may amend his or her statement of financial interests to report information that was not included on the form as originally filed. If the amendment is the subject of a complaint filed under this part, the commission and the proper disciplinary official or body shall consider as a mitigating factor when considering appropriate disciplinary action the fact that the amendment was filed before any complaint or other inquiry or proceeding, while recognizing that the public was deprived of access to information to which it was entitled.

History.—s. 5, ch. 74-177; ss. 2, 6, ch. 75-196; s. 2, ch. 76-18; s. 1, ch. 77-174; s. 63, ch. 77-175; s. 54, ch. 79-40; s. 3, ch. 82-98; s. 2, ch. 83-128; ss. 2, 5, ch. 83-282; s. 3, ch. 84-318; s. 1, ch. 88-316; s. 1, ch. 90-169; s. 5, ch. 90-502; s. 27, ch. 91-46; s. 6, ch. 91-85; s. 6, ch. 91-292; ss. 5, 13, ch. 94-277; s. 3, ch. 94-340; s. 1410, ch. 95-147; s. 14, ch. 96-410; s. 31, ch. 97-286; s. 17, ch. 99-399; s. 2, ch. 2000-161; s. 3, ch. 2000-243; s. 31, ch. 2000-258; s. 23, ch. 2000-372; s. 3, ch. 2001-91; s. 2, ch. 2001-282; s. 128, ch. 2003-261; s. 4, ch. 2006-275.
1Note.—Abolished by s. 3, ch. 2001-170.

112.3146 Public records.—The statements required by ss. 112.313, 112.3145, 112.3148, and 112.3149 shall be public records within the meaning of s. 119.01.

History.—s. 6, ch. 74-177; s. 6, ch. 90-502; s. 7, ch. 91-85.

112.3147 Forms.—All information required to be furnished by ss. 112.313, 112.3143, 112.3144, 112.3145, 112.3148, and 112.3149 and by s. 8, Art. II of the State Constitution shall be on forms prescribed by the Commission on Ethics.

History.—s. 7, ch. 74-177; s. 3, ch. 76-18; s. 7, ch. 90-502; s. 8, ch. 91-85; s. 12, ch. 2000-243; s. 5, ch. 2006-275.

112.3148 Reporting and prohibited receipt of gifts by individuals filing full or limited public disclosure of financial interests and by procurement employees.—

(1)The provisions of this section do not apply to gifts solicited or accepted by a reporting individual or procurement employee from a relative.

(2)As used in this section:
(a)"Immediate family" means any parent, spouse, child, or sibling.
(b)1."Lobbyist" means any natural person who, for compensation, seeks, or sought during the preceding 12 months, to influence the governmental decisionmaking of a reporting individual or procurement employee or his or her agency or seeks, or sought during the preceding 12 months, to encourage the passage, defeat, or modification of any proposal or recommendation by the reporting individual or procurement employee or his or her agency.
2.With respect to an agency that has established by rule, ordinance, or law a registration process for persons seeking to influence decisionmaking or to encourage the passage, defeat, or modification of any proposal or recommendation by such agency or an employee or official of the agency, the term "lobbyist" includes only a person who is required to be registered as a lobbyist in accordance with such rule, ordinance, or law or who was during the preceding 12 months required to be registered as a lobbyist in accordance with such rule, ordinance, or law. At a minimum, such a registration system must require the registration of, or must designate, persons as "lobbyists" who engage in the same activities as require registration to lobby the Legislature pursuant to s. 11.045.
(c)"Person" includes individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups or combinations.
(d)"Reporting individual" means any individual, including a candidate upon qualifying, who is required by law, pursuant to s. 8, Art. II of the State Constitution or s. 112.3145, to file full or limited public disclosure of his or her financial interests or any individual who has been elected to, but has yet to officially assume the responsibilities of, public office. For purposes of implementing this section, the "agency" of a reporting individual who is not an officer or employee in public service is the agency to which the candidate seeks election, or in the case of an individual elected to but yet to formally take office, the agency in which the individual has been elected to serve.
(e)"Procurement employee" means any employee of an officer, department, board, commission, or council of the executive branch or judicial branch of state government who participates through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or in any other advisory capacity in the procurement of contractual services or commodities as defined in s. 287.012, if the cost of such services or commodities exceeds $1,000 in any year.

(3)A reporting individual or procurement employee is prohibited from soliciting any gift from a political committee or committee of continuous existence, as defined in s. 106.011, or from a lobbyist who lobbies the reporting individual's or procurement employee's agency, or the partner, firm, employer, or principal of such lobbyist, where such gift is for the personal benefit of the reporting individual or

procurement employee, another reporting individual or procurement employee, or any member of the immediate family of a reporting individual or procurement employee.

(4)A reporting individual or procurement employee or any other person on his or her behalf is prohibited from knowingly accepting, directly or indirectly, a gift from a political committee or committee of continuous existence, as defined in s. 106.011, or from a lobbyist who lobbies the reporting individual's or procurement employee's agency, or directly or indirectly on behalf of the partner, firm, employer, or principal of a lobbyist, if he or she knows or reasonably believes that the gift has a value in excess of $100; however, such a gift may be accepted by such person on behalf of a governmental entity or a charitable organization. If the gift is accepted on behalf of a governmental entity or charitable organization, the person receiving the gift shall not maintain custody of the gift for any period of time beyond that reasonably necessary to arrange for the transfer of custody and ownership of the gift.

(5)(a)A political committee or a committee of continuous existence, as defined in s. 106.011; a lobbyist who lobbies a reporting individual's or procurement employee's agency; the partner, firm, employer, or principal of a lobbyist; or another on behalf of the lobbyist or partner, firm, principal, or employer of the lobbyist is prohibited from giving, either directly or indirectly, a gift that has a value in excess of $100 to the reporting individual or procurement employee or any other person on his or her behalf; however, such person may give a gift having a value in excess of $100 to a reporting individual or procurement employee if the gift is intended to be transferred to a governmental entity or a charitable organization.
(b)However, a person who is regulated by this subsection, who is not regulated by subsection (6), and who makes, or directs another to make, an individual gift having a value in excess of $25, but not in excess of $100, other than a gift which the donor knows will be accepted on behalf of a governmental entity or charitable organization, must file a report on the last day of each calendar quarter, for the previous calendar quarter in which a reportable gift is made. The report shall be filed with the Commission on Ethics, except with respect to gifts to reporting individuals of the legislative branch, in which case the report shall be filed with the Division of Legislative Information Services in the Office of Legislative Services. The report must contain a description of each gift, the monetary value thereof, the name and address of the person making such gift, the name and address of the recipient of the gift, and the date such gift is given. In addition, when a gift is made which requires the filing of a report under this subsection, the donor must notify the intended recipient at the time the gift is made that the donor, or another on his or her behalf, will report the gift under this subsection. Under this paragraph, a gift need not be reported by more than one person or entity.

(6)(a)Notwithstanding the provisions of subsection (5), an entity of the legislative or judicial branch, a department or commission of the executive branch, a water management district created pursuant to s. 373.069, South Florida Regional Transportation Authority, the Technological Research and Development Authority, a county, a municipality, an airport authority, or a school board may give, either directly or indirectly, a gift having a value in excess of $100 to any reporting individual or procurement employee if a public purpose can be shown for the gift; and a direct-support organization specifically authorized by law to support a governmental entity may give such a gift to a reporting individual or procurement employee who is an officer or employee of such governmental entity.
(b)Notwithstanding the provisions of subsection (4), a reporting individual or procurement employee may accept a gift having a value in excess of $100 from an entity of the legislative or judicial branch, a department or commission of the executive branch, a water management district created pursuant to s. 373.069, South Florida Regional Transportation Authority, the Technological Research and Development Authority, a county, a municipality, an airport authority, or a school board if a public purpose can be shown for the gift; and a reporting individual or procurement employee who is an officer or employee of a governmental entity supported by a direct-support organization specifically authorized by law to support such governmental entity may accept such a gift from such direct-support organization.

(c)No later than March 1 of each year, each governmental entity or direct-support organization specifically authorized by law to support a governmental entity which has given a gift to a reporting individual or procurement employee under paragraph (a) shall provide the reporting individual or procurement employee with a statement of each gift having a value in excess of $100 given to such reporting individual or procurement employee by the governmental entity or direct-support organization during the preceding calendar year. Such report shall contain a description of each gift, the date on which the gift was given, and the value of the total gifts given by the governmental entity or direct-support organization to the reporting individual or procurement employee during the calendar year for which the report is made. A governmental entity may provide a single report to the reporting individual or procurement employee of gifts provided by the governmental entity and any direct-support organization specifically authorized by law to support such governmental entity.
(d)No later than July 1 of each year, each reporting individual or procurement employee shall file a statement listing each gift having a value in excess of $100 received by the reporting individual or procurement employee, either directly or indirectly, from a governmental entity or a direct-support organization specifically authorized by law to support a governmental entity. The statement shall list the name of the person providing the gift, a description of the gift, the date or dates on which the gift was given, and the value of the total gifts given during the calendar year for which the report is made. The reporting individual or procurement employee shall attach to the statement any report received by him or her in accordance with paragraph (c), which report shall become a public record when filed with the statement of the reporting individual or procurement employee. The reporting individual or procurement employee may explain any differences between the report of the reporting individual or procurement employee and the attached reports. The annual report filed by a reporting individual shall be filed with the financial disclosure statement required by either s. 8, Art. II of the State Constitution or s. 112.3145, as applicable to the reporting individual. The annual report filed by a procurement employee shall be filed with the Commission on Ethics. The report filed by a reporting individual or procurement employee who left office or employment during the calendar year covered by the report shall be filed by July 1 of the year after leaving office or employment at the same location as his or her final financial disclosure statement or, in the case of a former procurement employee, with the Commission on Ethics.

(7)(a)The value of a gift provided to a reporting individual or procurement employee shall be determined using actual cost to the donor, less taxes and gratuities, except as otherwise provided in this subsection, and, with respect to personal services provided by the donor, the reasonable and customary charge regularly charged for such service in the community in which the service is provided shall be used. If additional expenses are required as a condition precedent to eligibility of the donor to purchase or provide a gift and such expenses are primarily for the benefit of the donor or are of a charitable nature, such expenses shall not be included in determining the value of the gift.
(b)Compensation provided by the donee to the donor, if provided within 90 days after receipt of the gift, shall be deducted from the value of the gift in determining the value of the gift.
(c)If the actual gift value attributable to individual participants at an event cannot be determined, the total costs shall be prorated among all invited persons, whether or not they are reporting individuals or procurement employees.
(d)Transportation shall be valued on a round-trip basis unless only one-way transportation is provided. Round-trip transportation expenses shall be considered a single gift. Transportation provided in a private conveyance shall be given the same value as transportation provided in a comparable commercial conveyance.
(e)Lodging provided on consecutive days shall be considered a single gift. Lodging in a private residence shall be valued at the per diem rate provided in s. 112.061(6)(a)1. less the meal allowance rate provided in s. 112.061(6)(b).
(f)Food and beverages which are not consumed at a single sitting or meal and which are provided on the same calendar day shall be considered a single gift, and the total value of all food and beverages provided on that date shall be considered the value of the gift. Food and beverage consumed at a single

sitting or meal shall be considered a single gift, and the value of the food and beverage provided at that sitting or meal shall be considered the value of the gift.
(g)Membership dues paid to the same organization during any 12-month period shall be considered a single gift.
(h)Entrance fees, admission fees, or tickets shall be valued on the face value of the ticket or fee, or on a daily or per event basis, whichever is greater.
(i)Except as otherwise specified in this section, a gift shall be valued on a per occurrence basis.
(j)The value of a gift provided to several individuals may be attributed on a pro rata basis among all of the individuals. If the gift is food, beverage, entertainment, or similar items, provided at a function for more than 10 people, the value of the gift to each individual shall be the total value of the items provided divided by the number of persons invited to the function, unless the items are purchased on a per person basis, in which case the value of the gift to each person is the per person cost.
(k)The value of a gift of an admission ticket shall not include that portion of the cost which represents a charitable contribution, if the gift is provided by the charitable organization.

(8)(a)Each reporting individual or procurement employee shall file a statement with the Commission on Ethics not later than the last day of each calendar quarter, for the previous calendar quarter, containing a list of gifts which he or she believes to be in excess of $100 in value, if any, accepted by him or her, for which compensation was not provided by the donee to the donor within 90 days of receipt of the gift to reduce the value to $100 or less, except the following:
1.Gifts from relatives.
2.Gifts prohibited by subsection (4) or s. 112.313(4).
3.Gifts otherwise required to be disclosed by this section.
(b)The statement shall include:
1.A description of the gift, the monetary value of the gift, the name and address of the person making the gift, and the dates thereof. If any of these facts, other than the gift description, are unknown or not applicable, the report shall so state.
2.A copy of any receipt for such gift provided to the reporting individual or procurement employee by the donor.
(c)The statement may include an explanation of any differences between the reporting individual's or procurement employee's statement and the receipt provided by the donor.
(d)The reporting individual's or procurement employee's statement shall be sworn to by such person as being a true, accurate, and total listing of all such gifts.
(e)Statements must be filed not later than 5 p.m. of the due date. However, any statement that is postmarked by the United States Postal Service by midnight of the due date is deemed to have been filed in a timely manner, and a certificate of mailing obtained from and dated by the United States Postal Service at the time of the mailing, or a receipt from an established courier company, which bears a date on or before the due date constitutes proof of mailing in a timely manner.
(f)If a reporting individual or procurement employee has not received any gifts described in paragraph (a) during a calendar quarter, he or she is not required to file a statement under this subsection for that calendar quarter.

(9)A person, other than a lobbyist regulated under s. 11.045, who violates the provisions of subsection (5) commits a noncriminal infraction, punishable by a fine of not more than $5,000 and by a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the reporting individual or procurement employee to which the gift was given in violation of subsection (5), for a period of not more than 24 months. The state attorney, or an agency, if otherwise authorized, may initiate an action to impose or recover a fine authorized under this section or to impose or enforce a limitation on lobbying provided in this section.

(10)A member of the Legislature may request an advisory opinion from the general counsel of the house

of which he or she is a member as to the application of this section to a specific situation. The general counsel shall issue the opinion within 10 days after receiving the request. The member of the Legislature may reasonably rely on such opinion.

History.—s. 2, ch. 89-380; s. 8, ch. 90-502; s. 9, ch. 91-85; s. 7, ch. 91-292; s. 6, ch. 94-277; s. 1411, ch. 95-147; s. 2, ch. 96-328; s. 8, ch. 98-136; s. 4, ch. 2000-243; s. 32, ch. 2000-258; s. 8, ch. 2003-159; s. 6, ch. 2006-275.

112.3149 Solicitation and disclosure of honoraria.—

(1)As used in this section:
(a)"Honorarium" means a payment of money or anything of value, directly or indirectly, to a reporting individual or procurement employee, or to any other person on his or her behalf, as consideration for:
1.A speech, address, oration, or other oral presentation by the reporting individual or procurement employee, regardless of whether presented in person, recorded, or broadcast over the media.
2.A writing by the reporting individual or procurement employee, other than a book, which has been or is intended to be published.
The term "honorarium" does not include the payment for services related to employment held outside the reporting individual's or procurement employee's public position which resulted in the person becoming a reporting individual or procurement employee, any ordinary payment or salary received in consideration for services related to the reporting individual's or procurement employee's public duties, a campaign contribution reported pursuant to chapter 106, or the payment or provision of actual and reasonable transportation, lodging, and food and beverage expenses related to the honorarium event, including any event or meeting registration fee, for a reporting individual or procurement employee and spouse.
(b)"Person" includes individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups or combinations.
(c)"Reporting individual" means any individual who is required by law, pursuant to s. 8, Art. II of the State Constitution or s. 112.3145, to file a full or limited public disclosure of his or her financial interests.
(d)1."Lobbyist" means any natural person who, for compensation, seeks, or sought during the preceding 12 months, to influence the governmental decisionmaking of a reporting individual or procurement employee or his or her agency or seeks, or sought during the preceding 12 months, to encourage the passage, defeat, or modification of any proposal or recommendation by the reporting individual or procurement employee or his or her agency.
2.With respect to an agency that has established by rule, ordinance, or law a registration process for persons seeking to influence decisionmaking or to encourage the passage, defeat, or modification of any proposal or recommendation by such agency or an employee or official of the agency, the term "lobbyist" includes only a person who is required to be registered as a lobbyist in accordance with such rule, ordinance, or law or who was during the preceding 12 months required to be registered as a lobbyist in accordance with such rule, ordinance, or law. At a minimum, such a registration system must require the registration of, or must designate, persons as "lobbyists" who engage in the same activities as require registration to lobby the Legislature pursuant to s. 11.045.
(e)"Procurement employee" means any employee of an officer, department, board, commission, or council of the executive branch or judicial branch of state government who participates through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or in any other advisory capacity in the procurement of contractual services or commodities as defined in s. 287.012, if the cost of such services or commodities exceeds $1,000 in any year.

(2)A reporting individual or procurement employee is prohibited from soliciting an honorarium which is related to the reporting individual's or procurement employee's public office or duties.

(3)A reporting individual or procurement employee is prohibited from knowingly accepting an honorarium from a political committee or committee of continuous existence, as defined in s. 106.011, from a lobbyist who lobbies the reporting individual's or procurement employee's agency, or from the employer, principal, partner, or firm of such a lobbyist.

(4)A political committee or committee of continuous existence, as defined in s. 106.011, a lobbyist who lobbies a reporting individual's or procurement employee's agency, or the employer, principal, partner, or firm of such a lobbyist is prohibited from giving an honorarium to a reporting individual or procurement employee.

(5)A person who is prohibited by subsection (4) from paying an honorarium to a reporting individual or procurement employee, but who provides a reporting individual or procurement employee, or a reporting individual or procurement employee and his or her spouse, with expenses related to an honorarium event, shall provide to the reporting individual or procurement employee, no later than 60 days after the honorarium event, a statement listing the name and address of the person providing the expenses, a description of the expenses provided each day, and the total value of the expenses provided for the honorarium event.

(6)A reporting individual or procurement employee who receives payment or provision of expenses related to any honorarium event from a person who is prohibited by subsection (4) from paying an honorarium to a reporting individual or procurement employee shall publicly disclose on an annual statement the name, address, and affiliation of the person paying or providing the expenses; the amount of the honorarium expenses; the date of the honorarium event; a description of the expenses paid or provided on each day of the honorarium event; and the total value of the expenses provided to the reporting individual or procurement employee in connection with the honorarium event. The annual statement of honorarium expenses shall be filed by July 1 of each year for those expenses received during the previous calendar year. The reporting individual or procurement employee shall attach to the annual statement a copy of each statement received by him or her in accordance with subsection (5) regarding honorarium expenses paid or provided during the calendar year for which the annual statement is filed. The attached statement shall become a public record upon the filing of the annual report. The annual statement of a reporting individual shall be filed with the financial disclosure statement required by either s. 8, Art. II of the State Constitution or s. 112.3145, as applicable to the reporting individual. The annual statement of a procurement employee shall be filed with the Commission on Ethics. The statement filed by a reporting individual or procurement employee who left office or employment during the calendar year covered by the statement shall be filed by July 1 of the year after leaving office or employment at the same location as his or her final financial disclosure statement or, in the case of a former procurement employee, with the Commission on Ethics.

(7)A person, other than a lobbyist regulated under s. 11.045, who violates the provisions of subsection (4) commits a noncriminal infraction, punishable by a fine of not more than $5,000 and by a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the reporting individual or procurement employee to whom the honorarium was paid in violation of subsection (4), for a period of not more than 24 months. The state attorney, or an agency, if otherwise authorized, may initiate an action to impose or recover a fine authorized under this section or to impose or enforce a limitation on lobbying provided in this section.

(8)A member of the Legislature may request an advisory opinion from the general counsel of the house of which he or she is a member as to the application of this section to a specific situation. The general

counsel shall issue the opinion within 10 days after receiving the request. The member of the Legislature may reasonably rely on such opinion.

History.—s. 9, ch. 90-502; s. 7, ch. 94-277; s. 1412, ch. 95-147; s. 5, ch. 2000-243; s. 33, ch. 2000-258; s. 7, ch. 2006-275.

112.3151 Extensions of time for filing disclosure.—

The Commission on Ethics may grant, for good cause, on an individual basis, an extension of time for filing of any disclosure required under the provisions of this part or s. 8(a), Art. II of the State Constitution. However, no extension may extend the filing deadline to a date within 20 days before a primary election. The commission may delegate to its chair the authority to grant any extension of time which the commission itself may grant under this section; however, no extension of time granted by the chair may exceed 45 days. Extensions of time granted under this section shall be exempt from the provisions of chapter 120.

History.—s. 4, ch. 83-282; s. 700, ch. 95-147.

112.316 Construction.—

It is not the intent of this part, nor shall it be construed, to prevent any officer or employee of a state agency or county, city, or other political subdivision of the state or any legislator or legislative employee from accepting other employment or following any pursuit which does not interfere with the full and faithful discharge by such officer, employee, legislator, or legislative employee of his or her duties to the state or the county, city, or other political subdivision of the state involved.

History.—s. 6, ch. 67-469; s. 2, ch. 69-335; s. 701, ch. 95-147.

112.317 Penalties.—

(1)Violation of any provision of this part, including, but not limited to, any failure to file any disclosures required by this part or violation of any standard of conduct imposed by this part, or violation of any provision of s. 8, Art. II of the State Constitution, in addition to any criminal penalty or other civil penalty involved, shall, under applicable constitutional and statutory procedures, constitute grounds for, and may be punished by, one or more of the following:
(a)In the case of a public officer:
1.Impeachment.
2.Removal from office.
3.Suspension from office.
4.Public censure and reprimand.
5.Forfeiture of no more than one-third salary per month for no more than 12 months.
6.A civil penalty not to exceed $10,000.
7.Restitution of any pecuniary benefits received because of the violation committed. The commission may recommend that the restitution penalty be paid to the agency of which the public officer was a member or to the General Revenue Fund.
(b)In the case of an employee or a person designated as a public officer by this part who otherwise would be deemed to be an employee:
1.Dismissal from employment.

2.Suspension from employment for not more than 90 days without pay.
3.Demotion.
4.Reduction in salary level.
5.Forfeiture of no more than one-third salary per month for no more than 12 months.
6.A civil penalty not to exceed $10,000.
7.Restitution of any pecuniary benefits received because of the violation committed. The commission may recommend that the restitution penalty be paid to the agency by which the public employee was employed, or of which the officer was deemed to be an employee, or to the General Revenue Fund.
8.Public censure and reprimand.
(c)In the case of a candidate who violates the provisions of this part or s. 8(a) and (i), Art. II of the State Constitution:
1.Disqualification from being on the ballot.
2.Public censure.
3.Reprimand.
4.A civil penalty not to exceed $10,000.
(d)In the case of a former public officer or employee who has violated a provision applicable to former officers or employees or whose violation occurred before the officer's or employee's leaving public office or employment:
1.Public censure and reprimand.
2.A civil penalty not to exceed $10,000.
3.Restitution of any pecuniary benefits received because of the violation committed. The commission may recommend that the restitution penalty be paid to the agency of the public officer or employee or to the General Revenue Fund.

(2)In any case in which the commission finds a violation of this part or of s. 8, Art. II of the State Constitution and the proper disciplinary official or body under s. 112.324 imposes a civil penalty or restitution penalty, the Attorney General shall bring a civil action to recover such penalty. No defense may be raised in the civil action to enforce the civil penalty or order of restitution that could have been raised by judicial review of the administrative findings and recommendations of the commission by certiorari to the district court of appeal. The Attorney General shall collect any costs, attorney's fees, expert witness fees, or other costs of collection incurred in bringing the action.

(3)The penalties prescribed in this part shall not be construed to limit or to conflict with:
(a)The power of either house of the Legislature to discipline its own members or impeach a public officer.
(b)The power of agencies to discipline officers or employees.

(4)Any violation of this part or of s. 8, Art. II of the State Constitution by a public officer shall constitute malfeasance, misfeasance, or neglect of duty in office within the meaning of s. 7, Art. IV of the State Constitution.

(5)By order of the Governor, upon recommendation of the commission, any elected municipal officer who violates any provision of this part or of s. 8, Art. II of the State Constitution may be suspended from office and the office filled by appointment for the period of suspension. The suspended officer may at any time before removal be reinstated by the Governor. The Senate may, in proceedings prescribed by law, remove from office, or reinstate, the suspended official, and for such purpose the Senate may be convened in special session by its President or by a majority of its membership.

(6)In any case in which the commission finds probable cause to believe that a complainant has committed perjury in regard to any document filed with, or any testimony given before, the commission, it shall refer such evidence to the appropriate law enforcement agency for prosecution and taxation of

costs.

(7)In any case in which the commission determines that a person has filed a complaint against a public officer or employee with a malicious intent to injure the reputation of such officer or employee by filing the complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations of fact material to a violation of this part, the complainant shall be liable for costs plus reasonable attorney's fees incurred in the defense of the person complained against, including the costs and reasonable attorney's fees incurred in proving entitlement to and the amount of costs and fees. If the complainant fails to pay such costs and fees voluntarily within 30 days following such finding by the commission, the commission shall forward such information to the Department of Legal Affairs, which shall bring a civil action in a court of competent jurisdiction to recover the amount of such costs and fees awarded by the commission.

History.—s. 7, ch. 67-469; s. 1, ch. 70-144; s. 2, ch. 74-176; s. 8, ch. 74-177; s. 2, ch. 75-199; s. 7, ch. 75-208; s. 5, ch. 82-98; s. 10, ch. 90-502; s. 10, ch. 91-85; s. 8, ch. 94-277; s. 1413, ch. 95-147; s. 1, ch. 95-354; s. 13, ch. 2000-151; s. 8, ch. 2006-275.

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:
Staff to update Board on the legislative activities.

County-wide Sabrina O'Bryan

BACKGROUND:
Staff to update Board on legislative activities including but not limited to the Taxation and Budget Reform Commission items.

Additionally Reviewed By:
No additional reviews