SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, APRIL 10, 2007
COUNTY SERVICES BUILDING
BCC CHAMBERS – ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA

Convene BCC Meeting at 9:30 A.M.

Opening Ceremonies

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

Awards and Presentations:

1. **Resolution** – Proclaiming the month of April as "Records and Information Management Month".

2. **Resolution** – Proclaiming April 15, 2007 as the "Holocaust Day of Remembrance".

3. **Resolution** – Proclaiming the week of April 15 through April 21, 2007 as "National Library Week".

4. **Resolution** – Proclaiming the month of April 2007 as "Water Conservation Month".

5. **Resolution** – Proclaiming the week of April 9 through April 15, 2007 as "National Community Development Week.

6. **Presentation** – Workforce Central Florida – Results from the 2006 "State of the Workforce" Employee Survey - Presented by Larry Strickler, Senior Vice President, Public Affairs

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

7. **Buxton Community ID** – Approve and authorize an appropriation from the 17-92 CRA Redevelopment Trust Fund in the amount of $40,000 for professional services related to retail attraction, identification and expansion services for the 17-92 Corridor and execute the Consultant Services Agreement between the U.S. 17-92 CRA and Buxton Community ID. (Bill McDermott)

8. **Transportation Concurrency Exemption Area** – Approve scope of services and authorize staff to proceed with the procurement of professional services necessary to proceed with the establishment of a Transportation Concurrency Exemption Area along U.S. 17-92 as a joint project with the City of Sanford. (Bill McDermott)

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

Consent Agenda

- **County Manager's Consent Agenda (Items No. 9 - 17)**

County Manager

9. Adopt Resolution amending 8.153 "Delegations to Other County Officials" of the Seminole County Administrative Code.

Administrative Services

Purchasing & Contracts

10. Award CC-1741-07/BLH – Miscellaneous Bridge Rehabilitation throughout Seminole County to CEM Enterprises, Inc., of Apopka providing for all labor, materials, equipment, coordination and incidentals necessary for bridge rehabilitation in various locations, on an as-needed basis throughout Seminole County. (Estimated $150,000.00 per year) (Ray Hooper)
11. Award CC-1809-07/JOJ – Environmental Studies Center Boardwalk Renovations to Schippers Marine Construction, Inc. of Crystal River to provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the repair of boardwalks along five major trails located near the Environmental Studies Center in the Spring Hammock Area. ($135,000.00) (Ray Hooper)

12. Award RFP-600148-07/BJC for Property Acquisition Consultant Services to PBS&J, Orlando for property acquisition services to address centralizing County services and future growth demands of County business operation. (Master Agreement) (Ray Hooper)

Environmental Services

Business Office

13. Approve release of original Water and Sewer Maintenance Agreement with Letter of Credit (replaced with new Cash Bond w/Escrow Agreement) #ASB1011 in the amount of $3,500.00 for water and sewer for the I-4 Industrial Park Lot 3 project. District 5 – Carey (Bob Briggs)

Fiscal Services

Administration

14. Approve and authorize Chairman to execute the first amendment to the Interlocal Agreements for the City of Casselberry and the City of Altamonte Springs related to the Local Business Tax Ordinance.

Budget

15. Authorize scheduling and advertising two (2) 7:00 P.M. Public Hearing dates: First Public Hearing to be held on Wednesday, September 12, 2007 at 7:00 P.M. and the Second Public Hearing to be held on Tuesday, September 25, 2007 at 7:00 P.M. for the adoption of the tentative and final millage rates for the FY 07/08 Budget. (Lin Polk)
16. Authorize scheduling and advertising a Public Hearing on May 8, 2007 at 1:30 P.M. to amend the FY 06/07 Budget for annual Mid-Year adjustments. (Lin Polk)

Leisure Services

Parks & Recreation

17. Approve and authorize Chairman to execute the Interlocal Agreement with the City of Oviedo to provide roadway landscape median and right-of-way maintenance on segments of County Road 419 and 426 within the City's corporate limits. District 1 – Dallari (Joe Gasparini)

- **County Attorney's Consent Agenda (Items No. 18 - 20)**

Property Acquisition

18. **Adopt Second Amended Resolution of Necessity** - Relating to the County Road 15 road improvement project. The project extends from S.R. 46 to Orange Boulevard (1.15 miles). District 5 - Carey

19. **The Pantry, Inc. Property** – Approve and execute purchase agreement relating to Parcel No. 135 of the County Road 15 (Monroe Road) improvement project, located at 4181 Orange Boulevard, Lake Monroe, Florida, for $90,000.00, with no fees or costs. District 5 - Carey

20. **Execute Subordination Agreement** – County Road 15 (Monroe Road) Subordination of Utility Interest Agreement (Parcel Nos. 101A/101B) between Seminole County and Florida Public Utilities Company, in conjunction with the County Road 15 road improvement project. District 5 - Carey

Constitutional Officers Consent Agenda (Items No. 21 - 22)

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

21. Expenditure Approval Lists dated March 12 & 19, 2007; and Payroll Approval List dated March 8, 2007
BCC Official Minutes dated March 13, 2007
Clerk's "Received and Filed" – for information only

- **Sheriff's Office** (Don Eslinger, Sheriff)

22. **Law Enforcement Trust Fund Expenditure** – Approval by the Board to contribute $2,000 from the Law Enforcement Trust Fund to provide funding in support of the Central Florida and Oviedo YMCA Youth Scholarship Programs. (Penny Fleming)

- **Regular Agenda**

23. **Enhancements to the Community Services Partnership Program** – Approve staff recommendations for enhancing the Community Service Partnership Program funding terms, financial growth plan and criteria for funding start-up agencies. (Kelly Metcalf)

- **County Manager's Briefing**

24. **Outdoor Warning Task Force Follow-Up Report** - **Public Warning/Siren Task Force Report** –Staff to present follow-up research and recommendations regarding warning systems used during emergencies. (Steve Watts/Alan Harris)

- **County Attorney's Briefing**

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

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

- **Public Hearing Agenda**

- **Accept Proofs of Publication**

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

Public Hearings:

25. (continued from 11/7/06 and 3/27/07) - **Amendments to the Land Development Code of Seminole County** – Adopt Ordinance amending Chapter 2 (Definitions) and Chapter 60 (Arbor Regulations) of the Land Development Code (LDC) establishing canopy roads, candidate roads and tree protection zones, and increase the minimum caliper requirement for tree replacement zones. (Jeff Hopper)

26. (continued from 3/27/07) - **Rezone** – 70.19 +/- acres located northwest of the intersection of S.R. 46 and Brisson Avenue, from A-1 (Agriculture) to PLI (Public Lands and Institutions) and authorize Chairman to execute rezone Ordinance (Scott Stegall). District 5 – Carey (Austin Watkins)

27. (continued from 3/27/07) - **Rezone** – 38.98 +/- acres located on the north side of SR 46 between Yankee Lake Road and Longwood Markham Road, from A-1 (Agriculture) to PUD (Planned Unit Development) (Hugh Harling). District 5 – Carey (Tina Williamson)

- **Legislative Update**

28. Legislative Update Issues (Susan Dietrich/Lisa Spriggs)

Chairman's Report

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

Committee Reports

County Manager's Report

Items for future Agenda – Commission, Staff, or Citizens

Adjourn BCC Meeting

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

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

Resolution R-07-_____

THE FOLLOWING RESOUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 10TH DAY OF APRIL, 2007, A.D.

WHEREAS, Seminole County Government hereby proclaims April 2007 as Records and Information Management Month (RIMM); and

WHEREAS, the management of records and information is critical to every business, organization and government agency in facing the complexities of competition, customer service and globalization; and

WHERES, technologies for storing information are expanding the amounts of information that can be acquired, with increased longevity; and

WHEREAS, the need to use information to create value and plan strategically is a driving force in today's world; and

WHEREAS, control of records and information is necessary for the reduction of risk and liability, as well as for the compliance with global standards; and

WHEREAS, the citizens of Seminole County, Florida should recognize the importance of the service that is performed by records and information professionals; and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida that we hereby proclaim April 2007, as Records and Information Management Month (RIMM) and encourage all citizens of Seminole County to recognize this event.

ADOPTED this 10th day of April 2007 A.D.

ATTEST:

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

Carlton D. Henley, Chairman
Board of County Commissioners

Resolution No. 2007-R_____

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 10th DAY OF APRIL A.D., 2007.

WHEREAS, the horrors of the Nazi Holocaust included the murder of six million Jews and the suffering of millions of other people at the hands of the Nazis; and

WHEREAS, the atrocities of the Holocaust should be abhorred by our free society; and

WHEREAS, our constant dedication to the principle of equal justice for all people is needed to prevent a recurrence of such a catastrophe; and

WHEREAS, it is extremely important for the citizens of Seminole County, the State of Florida and our Nation to join hands and hearts, not only for peace, but to rid ourselves of prejudice and inhumanity.

NOW, THEREFORE, be it resolved that the Board of County Commissioners of Seminole County, Florida hereby proclaim April 15, 2007 as the

HOLOCAUST DAY OF REMEMBERANCE

And urge all citizens to be ever mindful of this tragedy and to constantly strive for harmony with all people.

BE IT FURTHER RESOLVED, that this Resolution be spread upon the Official Minutes by the Clerk to the Board of County Commissioners of Seminole County, Florida.

ADOPTED this 10th day of April 2007.

ATTEST:

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

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

Resolution No. 2007-R_____

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 10th DAY OF APRIL A.D., 2007.

WHEREAS, National Library Week is a national observance sponsored by the American Library Association and libraries across the country; and

WHEREAS, our nation's public libraries provide something for everyone; and

WHEREAS, public libraries play a vital role in providing millions of people with the resources they need to live, learn and work in the 21st century; and

WHEREAS, public librarians are professionally trained to help people find information through traditional sources including books and other print materials; and

WHEREAS, public librarians are professionally trained to apply technology to help people find information through the Internet and Electronic Resources; and

WHEREAS, public libraries encourage and foster the love of reading; and

WHEREAS, public libraries support both educational and business endeavors; and

WHEREAS, public libraries offer a world of knowledge to users both in person and online, as well as personal service and assistance in finding what is needed, when it is needed; and

WHEREAS, public libraries across America are celebrating National Library Week.

NOW, THEREFORE, be it resolved that the Board of County Commissioners does hereby proclaim National Library Week, April 15 - 21, 2007. We encourage all residents to take advantage of the wonderful library resources available in Seminole County and to thank the Seminole County Library System's librarians and library workers for making information accessible to all who walk through the library's doors. Come see why there's something for everyone at your Seminole County Library.

BE IT FURTHER RESOLVED, that this Resolution be spread upon the Official Minutes by the Clerk to the Board of County Commissioners of Seminole County, Florida.

ADOPTED this 10th day of April 2007.

ATTEST:

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

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

RESOLUTION NO. - 07-R _____

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 10th DAY OF APRIL, A.D. 2007.

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, typically a dry month when water demands are most acute, Florida's Water Conservation Month, 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.

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. 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.

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

ADOPTED this 10th day of April, A.D., 2007.

ATTEST:

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

_____
Carlton D. Henley, Chairman
Board of County Commissioners

RESOLUTION NO. - 07-R _____

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 10th DAY OF APRIL, A.D. 2007.

WHEREAS, the week of April 9 – April 15, 2007 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 $48,933,150 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 2007, 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 April 9 – April 15, 2007 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, and that this Resolution be presented to the Community Development Office in recognition and appreciation of service to the low and moderate income residents of Seminole County.

ADOPTED this 10th day of April, A.D., 2007.

ATTEST:

_____	_____
Maryanne Morse, Clerk to the Board of County Commissioners in And for the County of Seminole, State of Florida	Carlton D. Henley, Chairman Board of County Commissioners

Item No. 6

PRESENTATION

Workforce Central Florida – Results from the 2006 "State of the Workforce" Employee Survey

Presented by:

Larry Strickler, Senior Vice President – Public Affairs

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Buxton Community ID

DEPARTMENT: Economic Development **DIVISION:** Community Redevelopment Agency

AUTHORIZED BY: **CONTACT:** Shani Beach **EXT:**

MOTION/RECOMMENDATION:
Authorize an appropriation from the 17-92 CRA Redevelopment Trust Fund in the amount of $40,000 for professional services related to retail attraction and identification and execute the attached consultant services agreement between the US 17-92 CRA and Buxton Community ID. (Bill McDermott)

District 5 Brenda Carey

BACKGROUND:
On March 15, 2007, the US 17-92 Redevelopment Planning Agency (RPA) authorized forwarding a recommendation to the US 17-92 CRA to utilize CRA funds (not to exceed $40,000) for professional services related to retail attraction, identification and expansion services for the 17-92 Corridor with the consultant firm Buxton Community ID. Utilizing data, methods and proprietary technologies developed specifically for matching retailers with communities, Buxton will assess the potential for the US 17-92 corridor to recruit and expand its retail sector, and will identify and provide marketing packages for specific retail targets.

The total cost of the proposed services is $60,000. The Sanford Downtown Waterfront Community Redevelopment Agency authorized a $20,000 commitment and the US 17-92 RPA authorized a $40,000 commitment. Buxton is providing a $10,000 discount for these services. The project will select three specific areas from which the analyses will be based. The area selected by the Sanford Downtown Waterfront CRA is the intersection of US 17-92 and First Street. The remaining two locations will be selected by the RPA at a future meeting depending on preliminary analysis from the consultant and staff.

STAFF RECOMMENDATION:

Staff recommends approval of the US 17-92 CRA Corridor Redevelopment Plan. Funds are available in the professional services account within the adopted FY06/07 US 17-92 CRA budget.

ATTACHMENTS:

1. Agreement and Scope of Services

Reviewed By:

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

To: Shani Beach, Administrative Assistant
Economic Development Department

Cc: William McDermott, Director WJM
Economic Development Department

From: Ann Colby, Assistant County Attorney
Ext. 7254

Date: March 26, 2007

Subject: CRA Agreement with Buxton Company

Attached is the CRA Agreement for Buxton Community ID with Exhibit A – Scope of Services. Please review the Agreement and give me a call if you have any questions or changes.

AEC:jjr
Enc.:
Agreement
Scope of Services

CONSULTANT SERVICES AGREEMENT
US 17-92 CRA COMMUNITY ID PROGRAM

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **BUXTON COMMUNITY ID**, duly authorized to conduct business in the State of Florida, whose address is 2651 South Polaris Drive, Fort Worth, Texas 76137, hereinafter called "CONSULTANT" and the **US 17-92 COMMUNITY REDEVELOPMENT AGENCY**, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "CRA".

W I T N E S S E T H:

WHEREAS, CRA desires to retain the services of a competent and qualified consultant to provide retail attraction identification services for the US 17-92 Corridor; and

WHEREAS, CONSULTANT is competent and qualified to furnish professional services related to retail identification and recruitment according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. CRA does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit A.

SECTION 2. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed no later than April 15, 2008.

SECTION 3. FIXED FEE COMPENSATION AND PAYMENT.

(a) CRA agrees to compensate CONSULTANT for the professional services called for under this Agreement a fixed fee in the amount of FORTY THOUSAND AND NO/100 DOLLARS ($40,000.00). CONSULTANT shall

perform all work required by the Scope of Services, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated above.

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

SECTION 4. BILLING AND PAYMENT.

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

(1) The name and address of CONSULTANT;

(2) Contract Number;

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

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

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

The original invoice shall be sent to:

US 17-92 Community Redevelopment Agency
1101 E. First Street
Sanford, Florida 32771-1468

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

SECTION 5. AUDIT OF RECORDS.

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

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

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

SECTION 6. RESPONSIBILITY OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all plans, studies, reports, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its services.

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

SECTION 7. OWNERSHIP OF DOCUMENTS. All deliverable reference data, survey data, plans, and reports that result from CONSULTANT's services under this Agreement shall become the property of CRA after final payment for the specific service provided is made to CONSULTANT. No changes or revisions to the documents furnished by CONSULTANT shall be made by CRA or its agents without the written approval of CONSULTANT.

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by CRA and shall remain in effect until December 31, 2008.

SECTION 9. TERMINATION.

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

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

(2) deliver to CRA all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

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

termination. CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, CRA may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, CONSULTANT shall be liable to CRA for reasonable additional costs occasioned to CRA thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of CONSULTANT. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of CRA in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

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

(e) The rights and remedies of CRA provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during

employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 11. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CRA shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

SECTION 12. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 13. SUBCONTRACTORS. In the event that during the course of work under this Agreement CONSULTANT requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONSULTANT must secure the prior written approval of CRA. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of

its subcontractors or other professional associates.

SECTION 14. INDEMNIFICATION OF CRA. CONSULTANT shall indemnify and hold harmless CRA and its officials, agents, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of the negligent performance of services under this Agreement by CONSULTANT, its officers, agents, or employees.

SECTION 15. INSURANCE.

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

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

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

accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

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

(4) Neither approval by CRA or failure to disapprove the insurance furnished by CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including its indemnification of CRA under this Agreement.

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

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement an insurance company shall: (i) lose its Certificate of Authority; (ii) no longer comply with Section 440.57, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as it has knowledge of any such circumstance, immediately

notify CRA and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to CRA CONSULTANT shall be deemed to be in default of this Agreement.

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

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

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

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum

limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

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

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

(2) Commercial General Liability.

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

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

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

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

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or

self-insurance maintained by CRA or CRA'S officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

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

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

SECTION 16. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust CRA protest procedures prior to filing suit or otherwise pursuing legal remedies. CRA procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," COUNTY Administrative Code.

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

(c) In the event that CRA protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall

exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 17. REPRESENTATIVE OF CRA AND CONSULTANT.

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

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

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 20. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONSULTANT, including its officers, employees, and agents, as an agent, representative, or employee of CRA for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 21. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to CRA's officers and employees either by operation of law or by CRA.

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

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

SECTION 24. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For CRA:

US 17-92 Community Redevelopment Agency
1101 E. First Street
Sanford, FL 32771-1468

For CONSULTANT:

Buxton Community ID
2651 S. Polaris Drive
Ft. Worth, TX 76137

SECTION 25. RIGHTS AT LAW RETAINED. The rights and remedies of CRA provided for under this Agreement are in addition to any other rights and remedies provided by law.

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

SECTION 27. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement or which would violate or cause

others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) CONSULTANT hereby certifies that no officer, agent, or employee of CRA has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5 percent), either directly or indirectly, in the business of CONSULTANT to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONSULTANT hereby agrees that monies received from CRA pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

BUXTON COMMUNITY ID

_____
, Secretary

By:_____
, President

(CORPORATE SEAL)

Date:_____

US 17-92 COMMUNITY REDEVELOPMENT AGENCY

By:_____
CARLTON HENLEY, Chairman

Date:_____

Approved as to form and
legal sufficiency.

_____
County Attorney

Attachment:
Exhibit A - Scope of Services

AEC:jjr
3/26/07
P:\Users\jroyal\Economic Development\CRA Community ID Program-Buxton.doc



CommunityID

EXHIBIT A

SCOPE OF SERVICES

RETAIL POTENTIAL AND RETAIL SITE DETERMINATION

1. Establishment of retail trade areas for each site based upon drive times

2. Analysis of the suitability of each site and its trade area. Factors considered include but are not limited to:

    a. Psychographic analysis of households
    b. Demand for retail goods and services
    c. Existing retail and retail trends in the trade area and surrounding region
    d. Site setting, situation and configuration
    e. Growth plans and relevant developments
    f. Retail goals of the community

3. Buxton recommendation of the retail site and trade area with the most potential

4. Discussion and approval of a site with which to proceed to retail matching

IDENTIFICATION OF RETAIL MATCHES FOR SELECTED SITE

1. Comparison of site trade area with existing retail location trade areas

2. Identification of preliminary target list of matching retailers

3. Additional analysis of preliminary targets

4. Determination of recommended list of matching retailers

5. Discussion and approval of final list of matching retailers for which marketing packages will be prepared

SCOPE OF SERVICES (continued)

PUBLISHING OF RETAIL MARKETING PACKAGES

Buxton will assemble individual marketing packages for each targeted retailer. Additionally, the client will receive a reference binder that includes information provided in the retailer marketing packages. Each marketing package contains:

1. Map of the retail site and trade area
2. Electronic copy of the trade area map
3. Map of potential customers for the retailer
4. Retail match report that compares the site's trade area characteristics with the retailer's similar existing locations
5. Demographic and psychographic analysis of the trade area
6. Explanation of Buxton's methodology

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Transportation Concurrency Exemption Area

DEPARTMENT: Economic Development **DIVISION:** Community Redevelopment Agency

AUTHORIZED BY: **CONTACT:** Shani Beach **EXT:**

MOTION/RECOMMENDATION:
Approve the attached scope of services and authorize staff to proceed with the procurement of professional services necessary to proceed with the establishment of a Transportation Concurrency Exemption Area along US 17-92 as a joint project with the City of Sanford. (Bill McDermott)

County-wide

BACKGROUND:
At the October 10, 2006 meeting of the US 17-92 Community Redevelopment Agency (CRA), an appropriation from the CRA Trust Fund (not to exceed $50,000) was authorized for professional services necessary to assist in the establishment of a Transportation Concurrency Exemption Area but requested that the finalized scope of services be presented to the CRA for approval. The attached scope of services was developed in coordination with the City of Sanford planning and engineering staff and has been reviewed by County staff.

The US 17-92 corridor from Lake Mary Boulevard to 1st Street in Sanford operates at or below its LOS standard of D. Therefore, new developments that negatively impact US 17-92 cannot be approved. Based on Metroplan Orlando's *2025 Long Range Transportation Plan*, no future improvements are programmed for this section of 17-92.

The US 17-92 corridor is a designated community redevelopment area. The primary goal of the CRA is to promote economic vitality and redevelopment. The State offers an option to reduce the adverse impact that transportation concurrency may have on redevelopment by allowing exceptions in specifically designed urban areas. In order to create a TCEA, a local government must designate in its Comprehensive Plan a specific geographic area of transportation concurrency exemption. In that specific area, a proposed development will not be subject to transportation concurrency, however developments located outside the TCEA that impact US 17-92 are still subject to concurrency.

On US 17-92 between Lake Mary Boulevard and 1st Street in Sanford, there are two parcels that remain under the County's jurisdiction. State law requires that a TCEA that transcends jurisdictional boundaries must be designated in each jurisdiction's comprehensive plan. Therefore, the City is requesting the County's participation in establishing the TCEA.

On August 25, 2006, the US 17-92 Redevelopment Planning Agency (RPA) authorized forwarding a recommendation to the US 17-92 CRA to utilize CRA funds (not to exceed $75,000) for professional services necessary to proceed with the establishment of a Transportation Concurrency Exemption Area (TCEA) along US 17-92 as a joint project with the City of Sanford. The establishment of a TCEA will allow redevelopment to continue along the

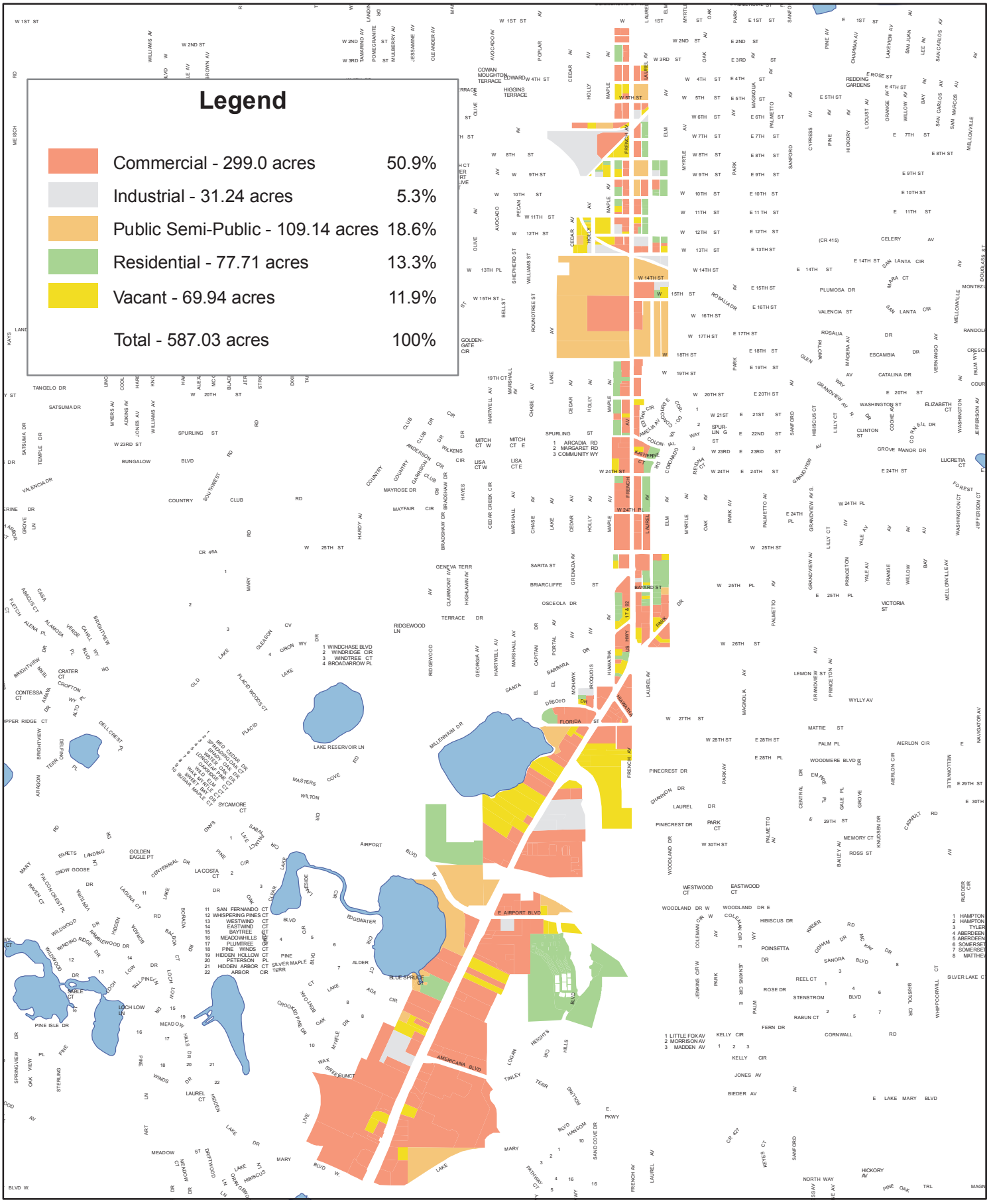
US 17-92 corridor which will increase property values and local government revenues.

STAFF RECOMMENDATION:
Staff recommends approval of the Transportation Concurrency Exemption Area project along US 17-92 as a joint project with City of Sanford, as it meets with the adopted goals of the US 17-92 CRA Redevelopment Plan.

ATTACHMENTS:

1. Proposed TCEA Map (17/92 CRA)
2. Scope of Services

Reviewed By:



Proposed
17-92 Transportation Concurrency Exception Area

Scope Of Services For
Creation Of A Transportation Concurrency Exception Area On US 17/92 Between Lake Mary Boulevard And 1st Street In Sanford

January, 2007

I. Purpose and Background

The level of service on many segments of US 17/92 in Sanford between Lake Mary Boulevard and 1st Street operates below the adopted level of service D. There are no plans to remedy this situation. The unintended result of strict adherence to concurrency requirements is the potential prohibition of development and redevelopment within the CRA north of Lake Mary Boulevard.

This area is located in the US 17/92 Corridor Redevelopment Planning Area. In 1997, the Seminole County Board of Commissioners established the US 17/92 corridor Community Redevelopment Agency (CRA) to manage the redevelopment of the US 17/92 corridor. Sanford, together with the cities of Lake Mary, Winter Springs and Casselberry are partners in the CRA.

The mission of the US 17/92 CRA is to maintain the existing corridor assets, to discover and promote its hidden assets, and to improve or eliminate deficiencies in the redevelopment area. In order to allow the CRA to continue to accomplish its mission and to encourage redevelopment in the corridor, the City desires to establish a transportation concurrency exception area on US 17/92 between Lake Mary Boulevard and 1st Street. The City presently has a TCEA in its waterfront downtown area that includes US 17/92 from 1st Street to Riverview Road. One corner of the intersection of US 17/92 and 1st Street is included in the existing TCEA.

Seminole County continues to improve the network of roads in Sanford and has recently completed improvements to CR 427 (Ronald Reagan Boulevard) and the extension of East Lake Mary Boulevard to SR 46 and SR 415. The widening and realignment of Airport Boulevard is expected to be completed in October of 2008. Collectively, these projects provide alternative routes to US 17/92.

III. Required Services:

The City wishes to engage a consultant to prepare a Comprehensive Plan Amendment establishing a new TCEA in Sanford and unincorporated Seminole County (see attached map).

- Review revitalization programs and activities of the City, Seminole County and the US 17/92 TCEA;
- Review multi-modal transportation alternatives;
- Hold meeting with FDOT District V and with Central Office Planners;

- Coordinate with Florida Department of Community Affairs;
- Coordinate with Metroplan;
- Coordinate with East Central Florida Regional Planning Council;
- Coordinate with LYNX;
- Prepare objective and policies that establish guidelines for granting exceptions and implementing strategies that support and fund mobility within the TCEA, including alternative modes of transportation;
- Demonstrate how strategies and programs will support the purpose of the exception and how mobility within the TCEA will be provided;
- Demonstrate how the strategies address urban design; appropriate land uses mixes, including intensity and density and network connectivity plans
- Provide data and analysis to justify the size of the area;
- 1 presentation to the US 17/92 CRA;
- 1 presentation to the Seminole County Planning and Zoning Commission;
- 1 presentation to the Sanford Planning and Zoning Commission;
- 1 presentation to the Seminole County Board of Commissioners;
- 1 presentation to the Sanford City Commission;
- 2 Meetings with Sanford and Seminole County staffs;

IV. Deliverables:

Comprehensive Plan Objective and policies for the TCEA;
Supporting data, inventory and analysis.

V. Information to be provided to the Consultant by the City and County staffs:

1. Map of the CRA;
2. US 17/92 Corridor Redevelopment Plan;
3. Sanford Comprehensive Plan including existing TCEA policies and objectives;
4. Revitalization efforts of City, County and CRA
5. Other materials as needed.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Update Section 8.153 "Delegations to Other County Officials" of the Seminole County Administrative Code

DEPARTMENT: County Manager Office **DIVISION:**

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

MOTION/RECOMMENDATION:
Adopt Resolution amending Section 8.153 "Delegations to Other County Officials" of the Seminole County Administrative Code.

County-wide

BACKGROUND:

As part of the County reorganization, a Leisure Services Director position was created. This position will oversee duties formerly the responsibility of the Library Services Director. Specific duties called out in the Seminole County Administrative Code need to be removed from the authority of the Library Services Director and placed under the authority of the Leisure Services Director.

The attached Resolution amends Section 8.153 "Delegations to Other County Officials" of the Seminole County Administrative Code effectuates this reassisgnment of authority. Under paragraph (3) the text "The Director of Library Services shall have the authority to award and execute contracts for Tennis Pros and Assistant Tennis Pros" is deleted. A new paragraph (4) is added to state "The Director of Leisure Services shall have the authority to award and execute contracts for Tennis Pros and Assistant Tennis Pros". The remaining numbered paragraphs are sequentially renumbered allowing for incorporation of the new section paragraph (4).

STAFF RECOMMENDATION:

Staff recommends updating Section 8.153 "Delegations to Other County Officials" of the Seminole County Administrative Code and adoption of Resolution.

ATTACHMENTS:

1. Administrative Code 8.153
2. Resolution amending 8.153

Reviewed By:
☑ County Attorney Review (Ann Colby)

SECTION 8. ADMINISTRATIVE SERVICES

8.15 PURCHASING POLICY

I GENERAL INFORMATION

8.151 PURPOSE. The purpose of this Policy is to provide for the fair and equitable treatment of all persons involved in public purchasing by this County, to maximize the purchasing value of public funds in procurement and to provide safeguards for maintaining a procurement system of quality and integrity. The revised Purchasing Administrative Code approved by the Board will supersede and replace all other Administrative Code provisions, Policies and Procedures for implementing this part.

8.152 PURCHASING COMMITTEE CREATED; POWERS AND DUTIES.

The Purchasing Committee, hereinafter "Committee," is hereby created.

(1) Composition: The Committee shall be composed of the following officials and employees who shall be appointed by the County Manager as needed without additional compensation:

(a) Positions:

(i) Deputy County Manager

(ii) Fiscal Services Director

(iii) Purchasing and Contracts Manager

(iv) County Attorney or designee

(v) A County Department Director

(vi) A County Division Manager

(vii) A County professional, mid-management, or supervisory employee

(2) Powers and Duties of the Committee. The Committee shall:

(a) Propose, review and recommend to the County Manager procedures consistent with This Section, and the Seminole County Purchasing Code governing the procurement, management, control, and disposal of any and all supplies, services, and construction for the County. The Committee shall have the power to audit and monitor the implementation of procedures as adopted by the County Manager and the require-

ments of This Section, but shall not exercise authority over the award or administration of any particular contract, or over any dispute, claim, or litigation pertaining thereto.

(b) Review recommendations on standardization on the use of brands, makes and/or types of supplies or both. Standardization is authorized by the County Manager and is based on compatibility of equipment, cost savings to the County, ease of maintenance or any other grounds found to make standardization in the best interest of the County. After its adoption, each standard specification or brand shall, until revised or rescinded, apply in terms and effect to every future purchase and contract for the supply described in such specification. However, any user department if approved by the County Manager can be exempt from utilizing the standard specification. The Committee must receive written documentation, requesting an exemption and stating why an exemption is needed. All specifications shall be definite and certain and shall permit and encourage competition to the maximum extent possible consistent with accomplishing the purposes of the user department. The duration of the standardization should be no greater than six (6) years and a review shall occur when necessary to reflect any technology advances/changes that shall occur when necessary to reflect any technological advances/changes that might make replacement more economical over the life expectancy of the system.

8.153 DELEGATIONS TO OTHER COUNTY OFFICIALS.

(1) The Board of County Commissioners has the right to award all contracts except as otherwise provided in the Seminole County Administrative Code. The Board of County Commissioners may, by resolution and amendment to this provision, delegate authority to award contracts for supplies, services, or construction to other County officials. Individuals that have been delegated authority will have to sign a "Statement of Responsibility" and will be held accountable for all actions occurring under their authority. Anyone having authority to make any purchase exceeding FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00) must file with the Supervisor of Elections within the county in which he or she permanently resides, a statement of financial interest. As to those contracts which the Board retains the right of award, the Board shall have authority to review, modify or set aside all previous administrative determinations, whether appealed or not, made in the course of the procurement.

(2) All Department Directors or their designee shall have the authority to authorize purchases of goods and services in accordance with Section 220.41 (Emergency Procurement) and Article VIII, Purchasing Card, Subsection 22.241.

(3) The Director of Library Services has the authority to award purchases, leases, or acquisitions of books, pamphlets, periodicals, maps, audio-visual, electronic databases and other library materials not to exceed TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00). Purchase, lease, or acquisition of the aforementioned library materials is exempt from the encumbrance of funds prohibition of Section 220.15, Seminole County Code. The Director of Library Services shall have the authority to sign all purchase orders in excess of TWENTY FIVE THOUSAND AND NO/100 DOLLARS

($25,000.00) for library material purchases, leases, or acquisitions that have been awarded by the Board of County Commissioners, County Manager or Purchasing and Contracts Manager, provided, however, that the Director of Library Services shall indicate on the face of the purchase order the date when the purchase was awarded by the Board of County Commissioners, County Manager or Purchasing and Contracts Manager. ~~The Director of Library Services shall have the authority to award and execute contracts for Tennis Pros and Assistant Tennis Pros.~~ Internal purchasing procedures for library materials shall be developed by the Director of Library Services and be approved by the Purchasing and Contracts Manager prior to this subsection taking effect.

(4) The Director of Leisure Services shall have the authority to award and execute contracts for Tennis Pros and Assistant Tennis Pros.

~~(4)~~(5) The Purchasing and Contracts Manager or designee shall have the authority to award and execute purchases of goods and services not to exceed FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) including change orders, rental and software agreements and amendments. The County Manager or designee shall have the authority to award and execute purchases of goods and services not to exceed ONE HUNDRED ($100,000.00) including change orders, rental and software agreements and amendments. All purchases over TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) and under FIFTY THOUSAND AND NO/100 ($50,000.00) should be obtained competitively by written quotes, except as provided within the Purchasing Code or this Administrative Code. All purchases over FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) will be obtained competitively by bid, PS or RFP, except as provided within the Purchasing Code or the Administrative Code. The County Manager, Purchasing and Contracts Manager or designee is authorized to renew options on approved contracts, as long as it is per the terms, conditions and renewal period specified in the original contract and the total dollar amount for each contract or purchase order is within the Board approved budget. All purchases of goods and services, including library materials, in excess of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) shall be awarded by the Board of County Commissioners, except as otherwise provided within the Purchasing Code or this Administrative Code. The County Manager, Purchasing and Contracts Manager or designee shall have the authority to sign all purchase orders, work orders, release orders, and amendments in excess of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) on approved contracts within the Board approved budget. Work Orders will be processed in accordance with established processes for professional and consultant services. Purchasing will be responsible for ensuring the contract amount does not exceed what the Board has approved and the scope of service is per the contract specifications.

~~(5)~~(6) The County Manager, Purchasing and Contracts Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/de-escalation changes, according to the terms of the particular contract providing that the change does not exceed five percent (5%) of the latest approved contract value for contracts under TWO MILLION AND NO/100 DOLLARS ($2,000,000.00) and three percent (3%) for contracts TWO MILLION AND NO/100

DOLLARS ($2,000,000.00) and above. Amendments to contracts greater than these amounts must be approved by the Board of County Commissioners.

~~(6)~~(7) The County Manager, Purchasing and Contracts Manager or designee shall have the authority to execute amendments to contracts to reflect a change to the company's name, due to assignments or re-organization of the firm. The County Manager, Purchasing and Contracts Manager or designee shall have authority to approve time extensions providing that the increase in cost, if any, are within the authority described above.

~~(7)~~(8) The County Manager, Purchasing and Contracts Manager or designee shall have authority to award and execute contracts and purchase orders in excess of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) for purchase of goods if the award is to the lowest responsible bidder and the amount has been approved during the budget process. This includes piggy back from existing contracts of other public entities. If the award of the contract or Purchase Order for purchase of goods is other than the responsible lowest bidder the award will be presented to the Board.

~~(8)~~(9) The Purchasing and Contracts Manager, with the concurrence of the County Manager, shall have the authority to settle individual claims under contract provided the settlement does not cause the total contract amount, including the settlement amount, to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00). All change orders issued which modify a contract, the original and revised total cost of which exceeds ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00), shall require Board of County Commissioners approval, unless otherwise specified herein. The Purchasing and Contracts Manager will notify the Board of settlements made under ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00).

II SOURCE SELECTION AND CONTRACT FORMATION

8.154 PUBLIC NOTICE.

(1) Public notice for the construction projects shall be given in accordance with Section 255.0525, Florida Statutes. Public notice of the solicitation for goods, services over FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) or construction projects more than TWO HUNDRED THOUSAND AND NO/100 ($200,000.00) shall be given. Such notice shall include publication in a newspaper of general circulation and may be placed on the Internet. The public notice shall state the date and time of bid opening and RFP closing. Public notices shall satisfy all statutory public notice requirements.

8.155 SOURCE SELECTION.

(1) The procurement of all goods, material, equipment, services and combinations of goods and/or services by or on behalf of the Board, including those transactions through which the Board shall receive revenue, in an amount equal to or in

RESOLUTION NO. 2007-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 _____, 2007.

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 define the appropriate Leisure Services Director signatory authority for Tennis Pro and Assistant Tennis Pro contracts as stated in the Purchasing Policy portion of the Administrative Code,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THAT,

1. Section 8.153, paragraph (3) and creation of new paragraph (4), Seminole County Administrative Code are amended to read:

(3) The Director of Library Services has the authority to award purchases, leases, or acquisitions of books, pamphlets, periodicals, maps, audio-visual, electronic databases and other library materials not to exceed TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00). Purchase, lease, or acquisition of the aforementioned library materials is exempt from the encumbrance of funds prohibition of Section 220.15, Seminole County Code. The

Director of Library Services shall have the authority to sign all purchase orders in excess of TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00) for library material purchases, leases, or acquisitions that have been awarded by the Board of County Commissioners, County Manager or Purchasing and Contracts Manager, provided, however, that the Director of Library Services shall indicate on the face of the purchase order the date when the purchase was awarded by the Board of County Commissioners, County Manager or Purchasing and Contracts Manager. ~~The Director of Library Services shall have the authority to award and execute contracts for Tennis Pros and Assistant Tennis Pros.~~ Internal purchasing procedures for library materials shall be developed by the Director of Library Services and be approved by the Purchasing and Contracts Manager prior to this subsection taking effect.

(4) The Director of Leisure Services shall have the authority to award and execute contracts for Tennis Pros and Assistant Tennis Pros.

2. The remaining numbered paragraphs in Section 8.153 are sequentially renumbered allowing for incorporation of the new numbered paragraph (4).

ADOPTED this _____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Construction Contract - CC-1741-07/BLH

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

AUTHORIZED BY: **CONTACT:** Bob Hunter **EXT:**

MOTION/RECOMMENDATION:
Award CC-1741-07/BLH – Miscellaneous Bridge Rehabilitation Throughout Seminole County to CEM Enterprises, Inc. of Apopka (Estimated $150,000.00 per year). (Ray Hooper)

County-wide

BACKGROUND:

CC-1741-07/BLH will provide for all labor, materials, equipment, coordination and incidentals necessary for bridge rehabilitation in various locations, on an as-needed basis throughout Seminole County.

This project was publicly advertised and the County received one (1) response. The Review Committee consisting of Jeff Thurman, Senior Team Leader, Roads-Stormwater and Neil Miller, Lead Inspector, Roads-Stormwater evaluated the responses. Consideration was given to the firm's experience, proposed costs and Florida Department of Transportation (FDOT) pre-qualification to perform work pertaining to bridge rehabilitation. The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidder, CEM Enterprises, Inc. The term shall run for two (2) years from the Notice To Proceed, and may be renewed for two (2) successive periods not to exceed one (1) year each.

Authorization for the 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 Contractors. The work and dollar amount for each work order will be based on the project. The estimated value of work is approximately $150,000.00 per year through multiple work orders, and is subject to adopted annual budgets.

STAFF RECOMMENDATION:
Public Works/Roads-Stormwater and Administrative Services/Purchasing and Contracts Division recommend that the Board award the project to CEM Enterprises, Inc. of Apopka.

ATTACHMENTS:

1. Backup CC-1741-07.pdf

Reviewed By:
☑ County Attorney Review (Ann Colby)

CC-1741-07/BLH - COMPARISON EVALUATION SHEET

Item	Unit	Est Qty	Description	2002		2007	
1.	LF	300	Replacement of Standard FDOT Handrail #520 Aluminum with standard finish.	$80.00	$24,000.00	$90.00	$27,000.00
2.	LF	450	Installation of Standard FDOT Handrail #520 Aluminum with standard finish.	$80.00	$36,000.00	$90.00	$40,500.00
3.	LF	300	Replacement of Standard FDOT Handrail #520 Aluminum with Traffic Green finish.	$90.00	$27,000.00	$100.00	$30,000.00
4.	LF	300	Installation of Standard FDOT Handrail #520 Aluminum with Traffic Green finish.	$90.00	$27,000.00	$100.00	$30,000.00
6.	LF	400	Replacement of Standard D.O.T. Guardrail.	$50.00	$20,000.00	$60.00	$24,000.00
8.	EA	5	Replacement of Standard D.O.T. Guardrail with M.E.T. end treatments.	$1,700.00	$8,500.00	$2,700.00	$13,500.00
9.	EA	5	Replacement of Standard D.O.T. Guardrail with rounded end sections.	$300.00	$1,500.00	$325.00	$1,625.00
10.	EA	4	Replacement of Standard D.O.T. Guardrail with E-2000 end treatment.	$2,500.00	$10,000.00	$3,000.00	$12,000.00
11.	SF	600	Repair of Standard FDOT Type B chain link fence.	$6.00	$3,600.00	$6.00	$3,600.00
12.	SF	600	Installation of Standard FDOT Type B chain link fence.	$7.00	$4,200.00	$7.00	$4,200.00
13.	SF	800	Repair of Standard FDOT Type IV green vinyl chain link fence.	$6.00	$4,800.00	$6.00	$4,800.00
14.	SF	800	Installation of Standard FDOT Type IV green vinyl chain link fence.	$8.00	$6,400.00	$8.00	$6,400.00
15.	EA	75	Replacement of Type 3 Bridge reflectors (see current Uniform Traffic Control Devices Manual, Section 3, Object Markers).	$300.00	$22,500.00	$300.00	$22,500.00
16.	EA	80	Replacement of reflectors on Guardrail.	$10.00	$800.00	$10.00	$800.00
17.	CI	500	Repair of broken flanges on Channel Beams (pre-stressed beams).	$2.00	$1,000.00	$3.00	$1,500.00
18.	CI	600	Repair of spalls on Channel Beams and columns.	$2.00	$1,200.00	$3.00	$1,800.00
19.	LF	1000	Removal and replacement of expansion joint material.	$60.00	$60,000.00	$70.00	$70,000.00
20.	LF	2000	Repair of horizontal surface cracks.	$10.00	$20,000.00	$10.00	$20,000.00
21.	LF	4000	Repair of surface cracks using surface sealing.	$10.00	$40,000.00	$10.00	$40,000.00
23.	SF	5000	Application of protective coating to piles and retaining walls.	$4.00	$20,000.00	$4.00	$20,000.00
			Total		$338,500.00		$374,225.00

	2002	2007	% of Change
Comparison Pricing	$338,500.00	$374,225.00	10%

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

BID NUMBER: CC-1741-07/BLH
BID TITLE: **Miscellaneous Bridge Rehabilitation Throughout Seminole County**

OPENING DATE: March 7, 2007 at 2:00 P.M.

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	Response 1
	CEM Enterprises Inc. 1757 Benbow Court Apopka, FL 32703 Charles Meeks, President (407) 884-9148 PH (407) 884-2972 FX
Total Bid	**$4,309,112.50**
Acknowledge Addenda (5)	Yes
Bid Bond	Yes
Bid Form (Section 00100)	Yes
Public Entity Crimes (Section 00100)	Yes
Drug Free Workplace (Section 00100)	Yes
W-9 Taxpayer Form (Section 00100)	Yes
Bidder Information (Section 00160)	Yes
Experience of Bidder (Section 00160)	Yes
Non-Collusion Affidavit (Section 00300)	Yes
Nonsegregated Facility (Section 00310)	Yes
American w/Disabilities (Section 00630)	Yes

Tabulated and Posted by B. Hunter **March 8, 2007 at 12:15 PM Eastern**

Recommendation of Award: **CEM Enterprises, Inc.**
(posted 3/13/07 at 3:30 PM Eastern)

BCC Agenda Date: **April 10, 2007**

BRIDGE REHABILITATION SERVICES AGREEMENT (CC-1741-07/BLH)

THIS AGREEMENT is dated as of the _____ day of_____, 20____, by and between **CEM ENTERPRISES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1757 Benbow Court, Apopka, Florida 32703, 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. Services. COUNTY does hereby retain CONTRACTOR to furnish bridge rehabilitation services throughout Seminole County, as more particularly described in Exhibit A attached hereto. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

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

until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of construction services by CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects nor that CONTRACTOR will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, the Work Order may include a negotiated schedule of incentives based on time savings.

Section 5. Compensation. COUNTY agrees to compensate CONTRACTOR for the services called for under this Agreement in accordance with the rate schedule attached as Exhibit C. The total annual amount of compensation paid to CONTRACTOR under the terms of this Agreement, shall not exceed the annual amount budgeted by COUNTY for bridge

rehabilitation services.

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

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, Florida 32772-8080

A duplicate copy of the invoice shall be sent to:

Public Works
520 W. Lake Mary Blvd., Suite 200
Sanford, FL 32773

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

Section 6. Contractor's Representations. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, weather, Chapter 220, Part 1, "Purchasing Code", Seminole County Code, and with all local conditions and federal, state and local laws, utility locations, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Contract. CONTRACTOR has also familiarized itself with the requirements of the Florida Department of

Transportation ("FDOT") regarding emergency and permanent repairs necessary as a result of a natural disaster and agrees to comply with these requirements. Said requirements are set forth in Exhibit D.

(b) 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.

(c) CONTRACTOR has carefully studied 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 CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR or COUNTY or both by any governmental entity, district, authority, or other jurisdictional entity relating to all permits required for performance of the Work.

Section 7. Contract Documents. The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

(a) This Agreement including all attached Exhibits and Work

Orders;

(b) Addenda;

(c) Bid;

(d) American With Disabilities Act Affidavit;

(e) Performance Bond, applicable to Work Orders;

(f) Payment Bond, applicable to Work Orders;

(g) Material and Workmanship Bond, applicable to Work Orders;

(j) General Conditions;

(k) Supplementary Conditions;

(l) Notice To Proceed;

(m) Change Orders;

(n) Certificate of Substantial Completion;

(o) Certificate of Final Inspection;

(p) Certificate of Engineer;

(q) Certificate of Final Completion;

(r) CONTRACTOR's Release;

(s) Drawings and Plans;

(t) Supplemental Agreements;

(u) CONTRACTOR's Waiver of Lien (Partial);

(v) CONTRACTOR's Waiver of Lien (Final and Complete);

(w) Subcontractor/Vendor's Waiver of Lien (Final and Complete);

(x) Consent of Surety To Final Payment;

(y) Instructions To Bidders; and

(z) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

There are no Contract Documents other than those listed above in this Section. The Contract Documents may only be altered, amended, or

repealed by a modification as provided in the General Conditions.

Section 8. 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, FIVE HUNDRED AND NO/100 DOLLARS ($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 9. 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; and specifically but without limitation, moneys that may become due and moneys 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 and its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Section 10. 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) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. 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 acknowledged.

Section 11. 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 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 shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR SEMINOLE COUNTY:

County Public Works Director
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

FOR CONTRACTOR:

CEM Enterprises, Inc.
1757 Benbow Court
Apopka, Florida 32703

Section 12. 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 13. 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 material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by PROJECT MANAGER, the PROJECT MANAGER 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 PROJECT MANAGER, 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.

Section 14. Agreement And Work Order In Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement shall prevail.

Section 15. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 16. Public Records Law. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

Section 17. Compliance With Laws And Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach

of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have signed 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)

CEM ENTERPRISES, INC.

By:_____
CHARLES MEEKS, President

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, 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 their _____, 20_____
regular meeting.

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Work Order
Exhibit C - Rate Schedule
Exhibit D - FDOT Requirements

AEC:jjr
3/14/07
P:\Users\jroyal\Purchasing 2007\CC-1741-07-BLH-CEM Enterprises.doc

CC-1741-07/BLH
REHABILITATION PLAN

BRIDGES- There are twenty-three (23) bridges within Seminole County jurisdiction.

I. SPALLS (See Item #15 of Bid Form – Fee Schedule)
Spalls shall be repaired in the following manner:

A. Grind perimeter of spall where possible to create a minimum 1/4 inch vertical cut so that no featheredging is created during installation or repair mortar.

B. Remove all dust, silt and other foreign matter with high pressure air, water blaster or vacuum.

C. Install polymer modified repair mortar. Installation shall be in strict accordance with manufacturer's instructions. Permit to cure.

II. EXPANSION JOINTS

A. Remove existing, deteriorated expansion joint material.

B. Clean sidewalls of joint (concrete) to establish clean sound surface.

C. Install sealant primer as recommended by manufacturer.

D. Install joint sealant according to FDOT 2000 Specifications #350.15.7: Permit to cure.

III. DECK (TOP) SURFACING

A. Clean out cracks with high pressure water blaster to remove dirt, silt and other foreign matter.

B. Seal various cracks by gravity flow with Durals 335 crack healer. Broadcast dry quartz over areas that are treated to make non-skid surface. Permit to cure.

IV. REPAIR OF PILES AND END BENTS

A. Clean out cracks with high pressure water blaster to remove dirt, silt and other foreign matter.

B. Install polymer modified mortar to fill honeycomb. Permit to cure.

C. Coat repair area with Aquaseal epoxy or approved equal. Permit to cure.

V. VARIOUS CRACK REPAIR

A. Rout out cracks ¼ inch by ¼ inch along plane of crack.

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: ____

Master Agreement No:_____ Dated:
Contract Title:
Project Title:

Consultant:
Address:

ATTACHMENTS TO THIS WORK ORDER:
[ ] drawings/plans/specifications
[ ] scope of services
[ ] special conditions
[ ] _____

METHOD OF COMPENSATION:
[ ] fixed fee basis
[ ] time basis-not-to-exceed
[ ] time basis-limitation of funds

TIME FOR COMPLETION:

Work Order Amount:

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____, Secretary

By: _____, President

(CORPORATE SEAL)

Date:_____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

_____
(Seminole County Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

_____
(Seminole County Contracts Analyst, print name)

As authorized by Section 330.3, Seminole County Administrative Code.

EXHIBIT B

WORK ORDER
TERMS AND CONDITIONS

a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.

b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.

c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.

d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.

e) METHOD OF COMPENSATION - If the compensation is based on a:

(i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.

(ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.

(iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.

f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.

g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.

h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

BID FORM - FEE SCHEDULE
EXHIBIT "C"

Item	Unit	Estimated Quantity	Description	Unit Price	Amount
1.	LF	300	Replacement of Standard FDOT Handrail #520 Aluminum with standard finish.	90.00	27,000.00
2.	LF	450	Installation of Standard FDOT Handrail #520 Aluminum with standard finish.	90.00	40,500.00
3.	LF	300	Replacement of Standard FDOT Handrail #520 Aluminum with Traffic Green finish.	100.00	30,000.00
4.	LF	300	Installation of Standard FDOT Handrail #520 Aluminum with Traffic Green finish.	100.00	30,000.00
5.	LF	400	Replacement of Standard D.O.T. Handrail (Aluminum Pedestrian/Bicycle Picket).	160.00	64,000.00
6.	LF	400	Replacement of Standard D.O.T. Guardrail.	60.00	24,000.00
7.	EA	5	Replacement of THRIE BEAM Radius Type D.O.T. Guardrail.	937.50	4,687.50
8.	EA	5	Replacement of Standard D.O.T. Guardrail with M.E.T. end treatments.	2,700.00	13,500.00
9.	EA	5	Replacement of Standard D.O.T. Guardrail with rounded end sections.	325.00	1,625.00
10.	EA	4	Replacement of Standard D.O.T. Guardrail with E-2000 end treatment.	3000.00	12,000.00
11.	SF	600	Repair of Standard FDOT Type B chain link fence.	6.00	3,600.00
12.	SF	600	Installation of Standard FDOT Type B chain link fence.	7.00	4,200.00
13.	SF	800	Repair of Standard FDOT Type IV green vinyl chain link fence.	6.00	4,800.00
14.	SF	800	Installation of Standard FDOT Type IV green vinyl chain link fence.	8.00	6,400.00
15.	EA	75	Replacement of Type 3 Bridge reflectors (see current Uniform Traffic Control Devices Manual, Section 3, Object Markers).	300.00	22,500.00
16.	EA	80	Replacement of reflectors on Guardrail.	10.00	800.00
17.	CI	500	Repair of broken flanges on Channel Beams (pre-stressed beams).	3.00	1,500.00
18.	CI	600	Repair of spalls on Channel Beams and columns.	3.00	1,800.00
19.	LF	1000	Removal and replacement of expansion joint material.	70.00	70,000.00
20.	LF	2000	Repair of horizontal surface cracks.	10.00	20,000.00
21.	LF	4000	Repair of surface cracks using surface sealing.	10.00	40,000.00
22.	LF	4000	Repair of surface cracks pressure injection.	45.00	180,000.00

(LF= Linear Foot; SF= Square Foot; CI= Cubic Inch; CF= Cubic Foot; EA= Each)

BID FORM - FEE SCHEDULE
EXHIBIT "C"

23.	SF	5000	Application of protective coating to piles and retaining walls.	4.00	20,000.00
24.	SF	10000	Repair or Replacement of Headers	50.00	500,000.00
25.	EA	50	Replacement of Nested Panel.	750.00	37,500.00
26.	EA	500	Replace Standard FDOT Post (Timber).	150.00	75,000.00
27.	EA	500	Replace Standard FDOT Post (Steel).	175.00	87,500.00
28.	EA	500	Replace Standard FDOT End Anchor Assembly (Flared).	2900.00	1,450,000.00
29.	EA	500	Replace Standard FDOT End Anchor Assembly (Parallel).	3000.00	1,500,000.00
30.	EA	500	Replace Standard FDOT Offset Block (Timber).	30.00	15,000.00
31.	EA	500	Replace Standard FDOT Offset Block (Plastic).	30.00	15,000.00
32.	EA	100	Replace Standard FDOT End Shoes.	50.00	5,000.00
33.	CF	80	Asphalt Cover Material to be used around posts and along shoulders.	15.00	1,200.00

(LF= Linear Foot; SF= Square Foot; CI= Cubic Inch; CF= Cubic Foot; EA= Each)

Florida Department of Transportation

JEB BUSH
GOVERNOR

719 South Woodland Boulevard
DeLand, FL 32720-6834

DENVER J. STUTLER, JR.
SECRETARY

RECEIVED
APR 28 2006
ENGINEERING DEPARTMENT
SEMINOLE COUNTY

April 27, 2006

To: Local Agencies in District 5

Subject: FHWA EMERGENCY RELIEF PROGRAM

Dear Local Agency:

The 2006 Hurricane Season is approaching rapidly. The official season begins June 1, 2006 and continues through November 30, 2006.

Enclosed is important information concerning FHWA contractual requirements that your Agency must follow to be eligible for FHWA reimbursement through the FHWA Emergency Relief Program in the event that there is a severe natural disaster that affects your area. The FHWA requirements must be followed for emergency repairs as well as permanent repairs.

FHWA has been very lenient concerning contracting requirements for emergency repairs for past events, but has stressed for future events FHWA requirements must be followed to qualify for reimbursement.

Time is short, so prepare now.

If you should have any questions, please feel free to contact me at (386) 943-5452.

Sincerely,

Shirley Matthews
JPA Coordinator
District Five

SM
Enclosures

EXHIBIT D

Florida Department of Transportation

District 5

LOCAL AGENCY CONTRACTING REQUIREMENTS
for the
FHWA Emergency Relief Program

✓ Federal-aid Requirements Must Be In Local Agency Contracts for Emergency Repairs and Permanent Repairs - Attached

(FHWA-1273, Davis-Bacon Wage Rates, Buy America, etc.)

✓ Repair projects under the ER program must comply with the requirements of the National Environmental Policy Act (NEPA)

✓ Negotiated contracts are allowed, but their use should be minimized

✓ Document how contracts are negotiated, solicited, or openly bid

Requirements cannot be waived

Contract Requirements

As already noted, permanent repair and reconstruction work not accomplished as emergency repairs must be done by a competitive bid contract method unless the State DOT demonstrates some other method is cost effective as described in 23 CFR Part 635.204. When permanent repair work not accomplished as emergency repairs is performed under a contract awarded by a local public agency, all Federal contract provision requirements outlined or referred to in 23 CFR Part 633A shall be met.

a. Davis-Bacon Act

Davis-Bacon wage rates on Federal-aid construction contracts apply for all ER contracts. This provision cannot be waived by the FHWA. Davis-Bacon Act requirements may be waived only by executive order of the President, ref. 40 U.S.C. 276a-5, which states, *"In the event of national emergency the president is authorized to suspend the provisions of 276a to 276a-5 of this title."*

b. Buy America

The FHWA's "Buy America" regulations (23 CFR Part 635.410) apply to all Federal-aid highway construction projects that permanently incorporate either iron or steel. A State may request that these provisions be waived if *"the application of those provisions would be inconsistent with the public interest" (23 CFR 635.4109(c)(1)(i)).*

c. Disadvantaged Business Enterprises (DBE)

The normal DBE requirements are applicable to the Emergency Relief funded projects.

d. Americans With Disability Act (ADA)

The FHWA operates under the ADA regulations issued by the Department of Justice (DOJ). According to DOJ, no waivers from these regulations are possible. The governing statute and DOJ regulations make no provision or exception for emergency relief situations. The ADA accessibility guidelines issued by DOJ, however, do provide guidance concerning temporary structures.

e. Convict Labor

The convict labor prohibition in 23 U.S.C. 114 applies to ER projects. Convict labor cannot be used in ER construction projects.

Environmental Considerations:

Repair projects under the ER program must comply with the requirements of the National Environmental Policy Act (NEPA) of 1969. Emergency repairs to restore essential travel, minimize the extent of damage, or protect remaining facilities are normally classified as categorical exclusions under 23 CFR 771.117(c)(9), as are ER projects to restore permanently the existing facility in-kind at the existing location, ref. 23 CFR Part 771.117(d). However, if impacts to protected or otherwise sensitive or high-value resources are possible, advance coordination with the appropriate local, State, and Federal resource agencies should be closely considered to avoid or minimize project delays or shutdowns.

On occasion, an ER project that includes a betterment, whether or not eligible for ER funding, may require further NEPA review. Although on the surface a project may appear to qualify for a categorical exclusion, certain betterments may need either an environmental assessment (EA) to determine whether or not the project will cause significant environmental impacts, or an environmental impact statement (EIS) if significant impacts are predicted. This is illustrated by the following example:

Project Betterment Requiring Environmental Evaluation

When repairing a section of roadway inundated and seriously damaged by floodwaters, it was determined that a grade raise could be economically justified for ER funding. Raising the grade of the roadway will require small amounts of additional right-of-way from adjacent wetland areas. In addition, in future flood events, the higher roadway grade could impound additional water and flood other upstream areas. As a result of the project's potential impact on wetlands and future flooding patterns, further evaluation was necessary to determine the appropriate level of NEPA documentation.

The NEPA project development process provides the final Federal-aid highway project decision, occasionally including a facility on new location. As noted above, ER projects to construct replacement facilities may require environmental assessments or environmental impact statements, depending on the potential level of impacts to resources, the value of the resources, and what, if any, legal protections apply to the resources. However, even replacement facilities constructed at the existing location of the damaged facility may require extra environmental evaluation beyond that needed for a routine categorical exclusion. These situations are illustrated by the following examples:

Replacement at New Location

A roadway was permanently submerged by water backing up behind a naturally created dam, and it has been determined replacement of the inundated highway facility at its existing location is neither practical nor feasible, and various alternate locations may be available to relocate this section of highway. The NEPA process documents consideration of appropriate project alternatives and their potential impacts and determines that the preferred alternative is replacement of the old facility on a specific new location or site. Although a categorical exclusion can be used if circumstances merit, early environmental coordination may determine that an EA or an EIS is necessary to do this.

Replacement at Existing Location

An existing bridge over a river has been damaged beyond repair but can be replaced with a bridge of comparable width and length at the same location. However, this section of river contains critical habitat for a Federally listed endangered species, which would be seriously impacted during the scheduled construction period. As a result of this potential impact, the project decision could not be categorically excluded, and additional NEPA evaluation and documentation was necessary.

Required Contract Provisions Federal-Aid Construction Contracts

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Payment of Predetermined Minimum Wage
V. Statements and Payrolls
VI. Record of Materials, Supplies, and Labor
VII. Subletting or Assigning the Contract
VIII. Safety: Accident Prevention
IX. False Statements Concerning Highway Projects
X. Implementation of Clean Air Act and Federal Water Pollution Control Act.
XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
XII. Certification Regarding Use of Contract Funds for Lobbying

Attachments

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

   Section I, paragraph 2;
   Section IV, paragraphs 1, 2, 3, 4, and 7;
   Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
   a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
   b. The contractor will accept as his operating policy the following statement:

      "it is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's

EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract,

will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:
   a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
   b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
   c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
   d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
   a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
   b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
   c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
   d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority

employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
   a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
   b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
   c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
   a. The records kept by the contractor shall document the following:
      1. The number of minority and non-minority group members and women employed in each work classification on the project;
      2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
      3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
      4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
   b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where

segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

0. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually

worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

1. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
2. the additional classification is utilized in the area by the construction industry;
3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

2. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the

benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

3. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

4. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

6. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

7. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard

work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

8. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

0. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

1. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence

of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
3. that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

0. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. urnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relativFurnishaterials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

1. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

0. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

1. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

2. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

3. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

0. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

1. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

2. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

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

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

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

0. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

1. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

2. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

3. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

0. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant

knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Primary Covered Transactions

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

1. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

c. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

9. The prospective lower tier participant certifies, by submission of this proposal, 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.

10. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

0. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

2. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS
(Applicable to Appalachian contracts only.)

3. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

To the extent that qualified persons regularly residing in the area are not available.

a. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

b. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

4. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

5. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

6. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

7. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

23 CFR Part 635.410 Buy America Requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of §635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25; 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

CC-1741-07/BLH
REHABILITATION PLAN

BRIDGES- There are twenty-three (23) bridges within Seminole County jurisdiction.

I. SPALLS (See Item #15 of Bid Form – Fee Schedule)
Spalls shall be repaired in the following manner:

A. Grind perimeter of spall where possible to create a minimum 1/4 inch vertical cut so that no featheredging is created during installation or repair mortar.

B. Remove all dust, silt and other foreign matter with high pressure air, water blaster or vacuum.

C. Install polymer modified repair mortar. Installation shall be in strict accordance with manufacturer's instructions. Permit to cure.

II. EXPANSION JOINTS

A. Remove existing, deteriorated expansion joint material.

B. Clean sidewalls of joint (concrete) to establish clean sound surface.

C. Install sealant primer as recommended by manufacturer.

D. Install joint sealant according to FDOT 2000 Specifications #350.15.7: Permit to cure.

III. DECK (TOP) SURFACING

A. Clean out cracks with high pressure water blaster to remove dirt, silt and other foreign matter.

B. Seal various cracks by gravity flow with Durals 335 crack healer. Broadcast dry quartz over areas that are treated to make non-skid surface. Permit to cure.

IV. REPAIR OF PILES AND END BENTS

A. Clean out cracks with high pressure water blaster to remove dirt, silt and other foreign matter.

B. Install polymer modified mortar to fill honeycomb. Permit to cure.

C. Coat repair area with Aquaseal epoxy or approved equal. Permit to cure.

V. VARIOUS CRACK REPAIR

A. Rout out cracks ¼ inch by ¼ inch along plane of crack.

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

Master Agreement No:_____ Dated:
Contract Title:
Project Title:

Consultant:
Address:

ATTACHMENTS TO THIS WORK ORDER:
[ ] drawings/plans/specifications
[ ] scope of services
[ ] special conditions
[ ] _____

METHOD OF COMPENSATION:
[ ] fixed fee basis
[ ] time basis-not-to-exceed
[ ] time basis-limitation of funds

TIME FOR COMPLETION:

Work Order Amount:

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

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____, Secretary

(CORPORATE SEAL)

By: _____ ,President

Date:_____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

_____
(Seminole County Contracts Analyst, print name)

By: _____
Peter W. Maley, Contracts Supervisor

Date: _____

_____
(Seminole County Contracts Analyst, print name)

As authorized by Section 330.3, Seminole County Administrative Code.

EXHIBIT B

WORK ORDER
TERMS AND CONDITIONS

a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.

b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.

c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.

d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.

e) METHOD OF COMPENSATION - If the compensation is based on a:

(i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.

(ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.

(iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.

f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.

g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.

h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

BID FORM - FEE SCHEDULE
EXHIBIT "C"

Item	Unit	Estimated Quantity	Description	Unit Price	Amount
1.	LF	300	Replacement of Standard FDOT Handrail #520 Aluminum with standard finish.	90.00	27,000.00
2.	LF	450	Installation of Standard FDOT Handrail #520 Aluminum with standard finish.	90.00	40,500.00
3.	LF	300	Replacement of Standard FDOT Handrail #520 Aluminum with Traffic Green finish.	100.00	30,000.00
4.	LF	300	Installation of Standard FDOT Handrail #520 Aluminum with Traffic Green finish.	100.00	30,000.00
5.	LF	400	Replacement of Standard D.O.T. Handrail (Aluminum Pedestrian/Bicycle Picket).	160.00	64,000.00
6.	LF	400	Replacement of Standard D.O.T. Guardrail.	60.00	24,000.00
7.	EA	5	Replacement of THRIE BEAM Radius Type D.O.T. Guardrail.	937.50	4,687.50
8.	EA	5	Replacement of Standard D.O.T. Guardrail with M.E.T. end treatments.	2,700.00	13,500.00
9.	EA	5	Replacement of Standard D.O.T. Guardrail with rounded end sections.	325.00	1,625.00
10.	EA	4	Replacement of Standard D.O.T. Guardrail with E-2000 end treatment.	3000.00	12,000.00
11.	SF	600	Repair of Standard FDOT Type B chain link fence.	6.00	3,600.00
12.	SF	600	Installation of Standard FDOT Type B chain link fence.	7.00	4,200.00
13.	SF	800	Repair of Standard FDOT Type IV green vinyl chain link fence.	6.00	4,800.00
14.	SF	800	Installation of Standard FDOT Type IV green vinyl chain link fence.	8.00	6,400.00
15.	EA	75	Replacement of Type 3 Bridge reflectors (see current Uniform Traffic Control Devices Manual, Section 3, Object Markers).	300.00	22,500.00
16.	EA	80	Replacement of reflectors on Guardrail.	10.00	800.00
17.	CI	500	Repair of broken flanges on Channel Beams (pre-stressed beams).	3.00	1,500.00
18.	CI	600	Repair of spalls on Channel Beams and columns.	3.00	1,800.00
19.	LF	1000	Removal and replacement of expansion joint material.	70.00	70,000.00
20.	LF	2000	Repair of horizontal surface cracks.	10.00	20,000.00
21.	LF	4000	Repair of surface cracks using surface sealing.	10.00	40,000.00
22.	LF	4000	Repair of surface cracks pressure injection.	45.00	180,000.00

(LF= Linear Foot; SF= Square Foot; CI= Cubic Inch; CF= Cubic Foot; EA= Each)

BID FORM - FEE SCHEDULE
EXHIBIT "C"

23.	SF	5000	Application of protective coating to piles and retaining walls.	4.00	20,000.00
24.	SF	10000	Repair or Replacement of Headers	50.00	500,000.00
25.	EA	50	Replacement of Nested Panel.	750.00	37,500.00
26.	EA	500	Replace Standard FDOT Post (Timber).	150.00	75,000.00
27.	EA	500	Replace Standard FDOT Post (Steel).	175.00	87,500.00
28.	EA	500	Replace Standard FDOT End Anchor Assembly (Flared).	2900.00	1,450,000.00
29.	EA	500	Replace Standard FDOT End Anchor Assembly (Parallel).	3000.00	1,500,000.00
30.	EA	500	Replace Standard FDOT Offset Block (Timber).	30.00	15,000.00
31.	EA	500	Replace Standard FDOT Offset Block (Plastic).	30.00	15,000.00
32.	EA	100	Replace Standard FDOT End Shoes.	50.00	5,000.00
33.	CF	80	Asphalt Cover Material to be used around posts and along shoulders.	15.00	1,200.00

(LF= Linear Foot; SF= Square Foot; CI= Cubic Inch; CF= Cubic Foot; EA= Each)

Florida Department of Transportation

JEB BUSH
GOVERNOR

719 South Woodland Boulevard
DeLand, FL 32720-6834

DENVER J. STUTLER, JR.
SECRETARY

RECEIVED
APR 28 2006
ENGINEERING DEPARTMENT
SEMINOLE COUNTY

April 27, 2006

To: Local Agencies in District 5

Subject: FHWA EMERGENCY RELIEF PROGRAM

Dear Local Agency:

The 2006 Hurricane Season is approaching rapidly. The official season begins June 1, 2006 and continues through November 30, 2006.

Enclosed is important information concerning FHWA contractual requirements that your Agency must follow to be eligible for FHWA reimbursement through the FHWA Emergency Relief Program in the event that there is a severe natural disaster that affects your area. The FHWA requirements must be followed for emergency repairs as well as permanent repairs.

FHWA has been very lenient concerning contracting requirements for emergency repairs for past events, but has stressed for future events FHWA requirements must be followed to qualify for reimbursement.

Time is short, so prepare now.

If you should have any questions, please feel free to contact me at (386) 943-5452.

Sincerely,

Shirley Matthews
JPA Coordinator
District Five

SM
Enclosures

EXHIBIT D

Florida Department of Transportation

District 5

LOCAL AGENCY CONTRACTING REQUIREMENTS for the FHWA Emergency Relief Program

✓ Federal-aid Requirements Must Be In Local Agency Contracts for Emergency Repairs and Permanent Repairs - Attached

(FHWA-1273, Davis-Bacon Wage Rates, Buy America, etc.)

✓ Repair projects under the ER program must comply with the requirements of the National Environmental Policy Act (NEPA)

✓ Negotiated contracts are allowed, but their use should be minimized

✓ Document how contracts are negotiated, solicited, or openly bid

Requirements cannot be waived

Contract Requirements

As already noted, permanent repair and reconstruction work not accomplished as emergency repairs must be done by a competitive bid contract method unless the State DOT demonstrates some other method is cost effective as described in 23 CFR Part 635.204. When permanent repair work not accomplished as emergency repairs is performed under a contract awarded by a local public agency, all Federal contract provision requirements outlined or referred to in 23 CFR Part 633A shall be met.

a. Davis-Bacon Act

Davis-Bacon wage rates on Federal-aid construction contracts apply for all ER contracts. This provision cannot be waived by the FHWA. Davis-Bacon Act requirements may be waived only by executive order of the President, ref. 40 U.S.C. 276a-5, which states, *"In the event of national emergency the president is authorized to suspend the provisions of 276a to 276a-5 of this title."*

b. Buy America

The FHWA's "Buy America" regulations (23 CFR Part 635.410) apply to all Federal-aid highway construction projects that permanently incorporate either iron or steel. A State may request that these provisions be waived if *"the application of those provisions would be inconsistent with the public interest" (23 CFR 635.4109(c)(1)(i)).*

c. Disadvantaged Business Enterprises (DBE)

The normal DBE requirements are applicable to the Emergency Relief funded projects.

d. Americans With Disability Act (ADA)

The FHWA operates under the ADA regulations issued by the Department of Justice (DOJ). According to DOJ, no waivers from these regulations are possible. The governing statute and DOJ regulations make no provision or exception for emergency relief situations. The ADA accessibility guidelines issued by DOJ, however, do provide guidance concerning temporary structures.

e. Convict Labor

The convict labor prohibition in 23 U.S.C. 114 applies to ER projects. Convict labor cannot be used in ER construction projects.

Environmental Considerations:

Repair projects under the ER program must comply with the requirements of the National Environmental Policy Act (NEPA) of 1969. Emergency repairs to restore essential travel, minimize the extent of damage, or protect remaining facilities are normally classified as categorical exclusions under 23 CFR 771.117(c)(9), as are ER projects to restore permanently the existing facility in-kind at the existing location, ref. 23 CFR Part 771.117(d). However, if impacts to protected or otherwise sensitive or high-value resources are possible, advance coordination with the appropriate local, State, and Federal resource agencies should be closely considered to avoid or minimize project delays or shutdowns.

On occasion, an ER project that includes a betterment, whether or not eligible for ER funding, may require further NEPA review. Although on the surface a project may appear to qualify for a categorical exclusion, certain betterments may need either an environmental assessment (EA) to determine whether or not the project will cause significant environmental impacts, or an environmental impact statement (EIS) if significant impacts are predicted. This is illustrated by the following example:

Project Betterment Requiring Environmental Evaluation

When repairing a section of roadway inundated and seriously damaged by floodwaters, it was determined that a grade raise could be economically justified for ER funding. Raising the grade of the roadway will require small amounts of additional right-of-way from adjacent wetland areas. In addition, in future flood events, the higher roadway grade could impound additional water and flood other upstream areas. As a result of the project's potential impact on wetlands and future flooding patterns, further evaluation was necessary to determine the appropriate level of NEPA documentation.

The NEPA project development process provides the final Federal-aid highway project decision, occasionally including a facility on new location. As noted above, ER projects to construct replacement facilities may require environmental assessments or environmental impact statements, depending on the potential level of impacts to resources, the value of the resources, and what, if any, legal protections apply to the resources. However, even replacement facilities constructed at the existing location of the damaged facility may require extra environmental evaluation beyond that needed for a routine categorical exclusion. These situations are illustrated by the following examples:

Replacement at New Location

A roadway was permanently submerged by water backing up behind a naturally created dam, and it has been determined replacement of the inundated highway facility at its existing location is neither practical nor feasible, and various alternate locations may be available to relocate this section of highway. The NEPA process documents consideration of appropriate project alternatives and their potential impacts and determines that the preferred alternative is replacement of the old facility on a specific new location or site. Although a categorical exclusion can be used if circumstances merit, early environmental coordination may determine that an EA or an EIS is necessary to do this.

Replacement at Existing Location

An existing bridge over a river has been damaged beyond repair but can be replaced with a bridge of comparable width and length at the same location. However, this section of river contains critical habitat for a Federally listed endangered species, which would be seriously impacted during the scheduled construction period. As a result of this potential impact, the project decision could not be categorically excluded, and additional NEPA evaluation and documentation was necessary.

Required Contract Provisions Federal-Aid Construction Contracts

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Payment of Predetermined Minimum Wage
V. Statements and Payrolls
VI. Record of Materials, Supplies, and Labor
VII. Subletting or Assigning the Contract
VIII. Safety: Accident Prevention
IX. False Statements Concerning Highway Projects
X. Implementation of Clean Air Act and Federal Water Pollution Control Act.
XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
XII. Certification Regarding Use of Contract Funds for Lobbying

Attachments

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

   Section I, paragraph 2;
   Section IV, paragraphs 1, 2, 3, 4, and 7;
   Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
   a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
   b. The contractor will accept as his operating policy the following statement:

      "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's

EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract,

will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:
   a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
   b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
   c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
   d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
   a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
   b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
   c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
   d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority

employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
   a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
   b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
   c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
   a. The records kept by the contractor shall document the following:
      1. The number of minority and non-minority group members and women employed in each work classification on the project;
      2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
      3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
      4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
   b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where

segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

0. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually

worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

1. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
2. the additional classification is utilized in the area by the construction industry;
3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

2. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the

benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

3. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

4. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

6. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

7. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard

work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

8. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

0. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

1. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence

of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
3. that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

0. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. urnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relativFurnishaterials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

1. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

0. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

1. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

2. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

3. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

0. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

1. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

2. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

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

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

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

0. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

1. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

2. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

3. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

0. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant

knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

1. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

c. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

9. The prospective lower tier participant certifies, by submission of this proposal, 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.

10. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

0. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

2. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS
(Applicable to Appalachian contracts only.)

3. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

To the extent that qualified persons regularly residing in the area are not available.

a. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

b. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

4. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

5. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

6. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

7. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

23 CFR Part 635.410 Buy America Requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of §635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25; 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Seminole County Board of County Commissioners
Construction Contract

CC-1741-07/BLH
Miscellaneous Bridge Rehabilitation Throughout Seminole County

Scope of Services:
Project consists of all labor, materials, equipment, transportation, coordination and incidentals necessary for bridge rehabilitation in various locations, on an as needed basis throughout Seminole County. Bidder must be Florida Department of Transportation (FDOT) pre-qualified to perform work pertaining to bridge rehabilitation.

The estimated value of work is approximately $150,000.00 per year through multiple work orders, and is subject to adopted annual budgets. The term shall run for two (2) years from the Notice To Proceed, and may be renewed for two (2) successive periods not to exceed one (1) year each.

Pre-Bid Meeting:
(REVISED) February 8, 2007 at 10:00 AM Eastern in the conference room located at 149 Bush Loop, Sanford, Florida 32773.

Ordering Instructions:
Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the COUNTY. This package can be downloaded free from the County's website http://www.seminolecountyfl.gov/fs/purchasing (select Current Procurement), or by calling 407-665-7128. Packages can also be purchased at the County Services Building, Purchasing and Contracts Division, 1101 East First Street, Room 3208, Sanford, Florida 32771.

Due Date/Time:
February 21, 2007 at 2:00 PM Eastern at the County Services Building, Purchasing and Contracts Division, 1101 East First Street, Room 3208, Sanford, Florida 32771.

M/WBE's are encouraged to participate in the process.

NOTE:
ALL PROSPECTIVE RESPONDENTS ARE HEREBY CAUTIONED NOT TO CONTACT ANY MEMBER OF THE SEMINOLE COUNTY STAFF OR OFFICIALS OTHER THATN THE SPECIFIED CONTACT PERSON CONCERNING THIS PROJECT.

Contact: Bob Hunter
Sr. Contracts Analyst
Ph. 407 665-7119
Fx. 407 665-7956

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Construction Contract - CC-1809-07/JOJ

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

AUTHORIZED BY: **CONTACT:** Jason Johnson **EXT:**

MOTION/RECOMMENDATION:
Award CC-1809-07/JOJ - Environmental Studies Center Boardwalk Renovation to Schippers Marine Construction, Inc. of Crystal River ($135,000.00). (Ray Hooper)

County-wide

BACKGROUND:

CC-1809-07/JOJ will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the repair of boardwalks along five major trails located near the Environmental Studies Center in the Spring Hammock Preserve.

The project was publicly advertised and the County received five (5) responses. The Review Committee consisting of Joe Gaspirini, Manager, Parks & Recreation and Danny Moore, Projects Supervisor, Parks & Recreation evaluated the responses. Consideration was given to the bid price, qualifications, and experience.

The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidder, Schippers Marine Construction, Inc. in the amount of $135,000.00. The completion time for this project is ninety (90) calendar days from issuance of the Notice to Proceed by the County. This is a budgeted project, and funds will be available in account numbers 043800.560650, Subledger #00252001 and 043800.560360, Subledger #00232001.

STAFF RECOMMENDATION:

Leisure Services Department / Parks & Recreation Division and Administrative Services Department / Purchasing and Contracts Division recommend the Board to award the project.

ATTACHMENTS:

1. cc-1809-07 Agenda.pdf

Reviewed By:

BID FORM

AGREEMENT TITLE: Environmental Studies Center Boardwalk Renovation
COUNTY CONTRACT NO.: CC-1809-07/JOJ

TO: Board of County Commissioners
Seminole County, Florida

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: $135,000.00
Numbers

One Hundred Thirty Five Thousand Dollars
(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of $250.00 or 1% of the Bid whichever is greater, 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 00150 - Trench Safety Act Form

Section 00160 - Bidder Information Forms *(including W-9, Drug Free Workplace, and Public Entity Crimes)*

Section 00300 - Non-Collusion Affidavit of Bidder Form

Section 00310 - Certification of Nonsegregated Facilities Form

Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 6th day of March, 20 07.

Schippers Marine Construction, Inc.
(Name of BIDDER)

(Signature of person signing this BID FORM)

Richard Schippers
(Printed name of person signing this BID FORM)

President
(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, FLORIDA

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.

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

BID NUMBER: CC-1809-07/JOJ

BID TITLE: Environmental Studies Center Boardwalk Renovation

OPENING DATE: March 7, 2007, 2:00 P.M.

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	Response 1	Response 2	Response 3
	Schippers Marine Construction, Inc. 6700 N. Tallahassee Road Crystal River, FL 34428 Mr. Richard Schippers PH. (352) 795-1139 FX. (352) 628-0530	Paragon Development & Construction, Inc. 2426 Baesel View Drive Orlando, FL 32835 Mr. Parvis Mousavi PH. (407) 399-2543 FX. (407) 299-0116	CEM Enterprises, Inc. 1757 Benbow Court Apopka, FL 32703 Mr. Charles Meeks PH. (407) 884-9148 FX. (407) 884-2972
TOTAL AMOUNT OF BID	**$135,000.00**	**$142,000.00**	**$153,591.00**
Acknowledge Addenda (2)	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Certificate of Nonsegregated Facilities	Yes	Yes	Yes
American w/Disabilities Affidavit	Yes	Yes	Yes

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

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.

BID NUMBER: CC-1809-07/JOJ

BID TITLE: Environmental Studies Center Boardwalk Renovation

OPENING DATE: March 7, 2007, 2:00 P.M.

ITEM DESCRIPTION	Response 4 Construct Co., Inc. 931 Dennis Avenue Orlando, FL 32807 Mr. Basil Buchanan PH. (407) 282-5340 FX. (407) 447-1331	Response 5 Bolena Construction, Inc. 4459 Parkbreeze Court Orlando, FL 32808 Mr. Gerald Bolena, Jr. PH. (407) 445-8822 FX. (407) 445-8833	
TOTAL AMOUNT OF BID	**$163,756.00**	**$166,533.00**	
Acknowledge Addenda (2)	No	Yes	
Bid Bond	Yes	Yes	
Trench Safety Act	Yes	Yes	
Bidder Information Form	Yes	Yes	
Experience of Bidder	Yes	Yes	
Non-Collusion Affidavit	Yes	Yes	
Certificate of Nonsegregated Facilities	Yes	Yes	
American w/Disabilities Affidavit	No	Yes	

Opened and Tabulated by: J. Johnson
Posted: March 15, 2007 @ 9:00 AM
Recommendation: **Schippers Marine Construction, Inc. of Crystal River**
Board Date: **April 10, 2007**

CONSTRUCTION SERVICES AGREEMENT FOR
ENVIRONMENTAL STUDIES CETNER BOARDWALK RENOVATION
(CC-1809-07/JOJ)

THIS AGREEMENT is dated as of the ____ day of _____ 2007, by and between **SCHIPPERS MARINE CONSTRUCTION, INC.**, duly authorized to conduct business in the State of Florida, whose address is 6700 N. Tallahassee Road, Crystal River, Florida 34428, 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. The Work is generally described as follows: Environmental Studies Center Boardwalk Renovation.

The Project for which the Work under the Contract Documents is a part is generally described as follows: Environmental Studies Center Boardwalk Renovation.

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Bentley Architects and Engineers, Inc., whose address is 665 W. Warren Avenue, Longwood, Florida 32750.

(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 Seminole County Engineers.

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 sixty (60) 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 ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100 ($135,000.00) 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 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 CONTRACTOR's 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, then 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. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall 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) 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) if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. 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, weather, Chapter 220, Part 1, "Purchasing Code," Seminole County Code, and with all local conditions and federal, state and local laws, utility locations, 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 agrees 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 it 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 SHANE P. SCHIPPERS. This Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager 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 or COUNTY or both by any governmental

entity, district, 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 a 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, 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. The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

(a) This Agreement;

(b) Addenda;

(c) Bid;

(d) American With Disabilities Act Affidavit;

(e) Performance Bond;

(f) Payment Bond;

(g) Material and Workmanship Bond;

(h) Specifications;

(i) Technical Specifications Provided in these Contract Documents;

(j) General Conditions;

(k) Supplementary Conditions including any utility specific forms provided by COUNTY's Utility Division;

(l) Notice to Proceed;

(m) Change Orders;

(n) Certificate of Substantial Completion;

(o) Certificate of Final Inspection;

(p) Certificate of Engineer;

(q) Certificate of Final Completion;

(r) CONTRACTOR's Release;

(s) Drawings and Plans;

(t) Supplemental Agreements;

(u) CONTRACTOR's Waiver of Lien (Partial);

(v) CONTRACTOR's Waiver of Lien (Final and Complete);

(w) Subcontractor/Vendor's Waiver of Lien (Final and Complete).

(x) Consent of Surety to Final Payment;

(y) Instructions to Bidders; and

(z) CONTRACTOR's Insurance Requirements, Certificate, and Insurance Policies.

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. 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, and its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Section 10. 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 acknowledged.

Section 11. 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, and addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as their respective places for giving of notice, to wit:

For COUNTY:

Parks & Recreation
1101 E. First Street
Sanford, FL 32771

COPY TO ENGINEER:

Bentley Architects and Engineers, Inc.
665 W. Warren Avenue
Longwood, FL 32750

For CONTRACTOR:

Shane P. Schippers, Superintendent
Schippers Marine Construction, Inc.
6700 N. Tallahasse Road
Crystal River, FL 34428

Section 12. 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 13. 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 signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

SCHIPPERS MARINE CONSTRUCTION, INC.

_____

SHANE SCHIPPERS
Vice-President

By:_____
RICHARD SCHIPPERS
President

(CORPORATE SEAL)

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

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

By:_____
CARLTON HENLEY, 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 their _____, 2007
regular meeting.

AEC/jjr
3/16/07
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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Request for Proposals RFP-600148-07/BJC (Ray Hooper)

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

AUTHORIZED BY: **CONTACT:** Betsy Cohen **EXT:**

MOTION/RECOMMENDATION:
Award RFP-600148-07/BJC for Property Acquisition Consultant Services to PBS&J, Orlando.

County-wide

BACKGROUND:

RFP-600148-07/BJC will provide for property acquisition services to address centralizing County services and future growth demands of County business operations. Acquisition activities may include the acquisition of properties as deemed necessary by Seminole County. The Consultant may be requested to coordinate certain acquisitions related to due diligence items that may include the coordination of the County's other consultants to accomplish acquisition activities. The County currently has contracts with other Consultants to provide title work, surveys, environmental audits, appraisals, etc. In conjunction with property acquisition activities, the acquisition consultant will be responsible for the coordination of work with other Consultants as it may deem necessary.

This project was publicly advertised and the County received four (4) proposals in response to the solicitation. The Evaluation Committee comprised of Steve Howard, Director, Administrative Services Department; Meloney Lung, Manager, Administrative Services Department; and Stan Hunsinger, Administrative Services Department, evaluated the submittals. The evaluation was based on qualifications, experience, past performance, fee schedule and approach to work as stated in the evaluation criteria of the solicitation. The Evaluation Committee recommends award to the most responsive, responsible Proposer, PBS&J, Orlando.

This agreement shall take effect on the date of its execution by the County and shall remain in effect for a period of three (3) years. At the option of the parties, this agreement may be extended for two (2) additional one (1) year term.

STAFF RECOMMENDATION:

Administrative Services Department/Purchasing and Contracts Division recommend the Board to approve the award of this project.

ATTACHMENTS:

1. rfp-600148-07-backup support.pdf

Reviewed By:

SEMINOLE COUNTY
RANKING OF PROPOSALS FOR
RFP-600148/07/BJC

Property Acquisition Consultant Services

	Evaluator #1	Evaluator #2	Evaluator #3	TOTAL POINTS	RANKING
Florida Acquisition & Appraisal, Inc.	2	2	2	6	2
P.A.R.A.R.A. Services, Inc.	3	3	3	9	3
PBS&J	1	1	1	3	1
Vertical Integration, Inc.	4	4	4	12	4

Evaluator #1 – Steve Howard, Director, Administrative Services Department
Evaluator #2 – Meloney Lung, Manager, Administrative Services
Evaluator #3 – Stan Hunsinger, Administrative Services Department

The Evaluation Committee recommends **PBS&J** for award of this project.

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

RFP NUMBER: RFP-600148-07-BJC
RFP TITLE: Property Acquisition Consultant Services
DUE DATE: March 7, 2007 at 2:00 P.M.

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

Florida Acquisition & Appraisal, Inc. 2109 E Palm Avenue, Suite 104 Tampa, Florida 33605 (813) 241-6354 – Phone (813) 241-6395 – Fax John J. Curatelli, Jr. Blended Hourly Rate: $85.00 Broker's License: Yes Will comply: Yes % Claim as commission? - 0% 33X $85.00=$2,805.00 45X $85.00=$3,825.00 26X $85.00=$2,210.00 3%X$125.5K=($3,765) 3.75%X$850K=($31,875) 3%X$500K=($15,000) ***NET SAVINGS = ($41,800.00)***	P.A.R.A.R.A Services, Inc. 602 West River Boulevard, Suite 6 Edgewater, Florida 32132 (386) 427-1448 – Phone (386) 427-1585 – Fax J.E. Hardman Blended Hourly Rate: $100.00 Broker's License: Yes Will comply: Yes % Claim as commission? - 0% 33X $100.00=$3,300.00 45X $100.00=$4,500.00 26X $100.00=$2,600.00 3%X$125.5K=($3,765) 3.75%X$850K=($31,875) 3%X$500K=($15,000) ***NET SAVINGS = ($40,240.00)***	PBS&J 482 South Keller Road Orlando, Florida 32810-6101 (407) 647-7275 – Phone (407) 740-8958 – Fax Norris Smith Blended Hourly Rate: $99.50 Broker's License: Yes Will comply: Yes % Claim as commission? - 0% 33X $99.50=$3,283.50 45X $99.50=$4,477.50 26X $99.50=$2,587.00 3%X$125.5K=($3,765) 3.75%X$850K=($31,875) 3%X$500K=($15,000) ***NET SAVINGS = ($40,292.00)***	Vertical Integration, Inc. 600 N Westshore Boulevard, #200 Tampa, Florida 33609 (813) 864-1688 – Phone (813) 217-8072 – Fax Ann W. Duncan Blended Hourly Rate: $200.00 Broker's License: Yes Will comply: Yes % Claim as commission? - 1.5% 33X $200.00=$6,600.00 45X $200.00=$9,000.00 26X $200.00=$5,200.00 1.5%X$125.5K=($1,882.50) 2.25%X$850K=($19,125.00) 1.5%X$500K=($7,500.00) ***NET SAVINGS = ($8,307.50)***

Price Analysis:
Example of cost associated three the acquisition of three typical properties;

Site	Price	Hours	Broker Commission
A	$125.5K	33	3%
B	$850.0K	45	3.75%
C	*$500.0K*	*26*	*3%*

The evaluation criteria is as follows:

- Qualifications and Experience of Firm/Personnel
- Fee Schedule / Price Proposal

Status:
Posted: March 8, 2007 (12:00 PM) by Betsy J. Cohen, Procurement Supervisor
Evaluation Committee Meeting: March 15, 2007 at 1:00 at Administrative Services Department
Recommendation of Award: PBS&J (Posted 3/16/2007 @ 1:05 PM).
BCC for award: 4/10/2007

RFP-600148-07/BJC – Property Acquisition Consultant Services

PROPOSERS NAME: PBS&J

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Understanding of the Scope of Services: 10
Clear outline of project objectives / deliverables

Criteria: Approach Plan: 15
Outlined process / methodology

Criteria: Credentials and qualifications of the Firm/Personnel: 10
Proposed local agents - with hands on experience in the surveying parcels

Criteria: Experience in similar work: 10
18 years providing Row - Land acquisition Services Seminole County experience Relationship

Criteria: Location of the Firm: 5
Orlando

Criteria: Price Proposal:
Fair

50

Overall Rating:

Highly Acceptable	(X)	Acceptable	( )
Marginal	( )	Unsatisfactory	( )

EVALUATION COMMITTEE MEMBER: Steve Howard

RFP-600148-07/BJC – Property Acquisition Consultant Services

PROPOSERS NAME: FLORIDA ACQUISITION & APPRAISAL, INC.

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Understanding of the Scope of Services: 9
Overview presented with their understanding and the role they will play with project

Criteria: Approach Plan: 12
Outlined approach to work: Acquisitions & Negotiations

Criteria: Credentials and qualifications of the Firm/Personnel: 10
Sub consultant – Seminole County experience claim
Seasoned - Employees in Acquisition field

Criteria: Experience in similar work: 10
Volume of Experience in Acquisition for Government Organizations

41

Criteria: Location of the Firm:
Tampa - office in Lakeland as well

Criteria: Price Proposal:
Fair

Overall Rating:

Highly Acceptable	(X)	Acceptable	( )
Marginal	( )	Unsatisfactory	( )

EVALUATION COMMITTEE MEMBER: STEVE Howard

RFP-600148-07/BJC – Property Acquisition Consultant Services

PROPOSERS NAME: P.A.R.A.R.A SERVICES, INC.

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Understanding of the Scope of Services:
Outlined anticipated Deliverables 6

Criteria: Approach Plan:
Gives an overview of process 7

Criteria: Credentials and qualifications of the Firm/Personnel:
Program Manager 36 yrs Experience Resident of Sanford 10
Project manager - 2 yrs experience

Criteria: Experience in similar work:
Claims worked with Seminole County in Florida - did not disclose 7

30

Criteria: Location of the Firm:
Edgewater, FL

Criteria: Price Proposal:
Fair

Overall Rating:

Highly Acceptable	( )	Acceptable	(X)
Marginal	( )	Unsatisfactory	( )

EVALUATION COMMITTEE MEMBER: Steve Howard

RFP-600148-07/BJC – Property Acquisition Consultant Services

PROPOSERS NAME: VERTICAL INTEGRATION, INC.

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Understanding of the Scope of Services: 6
Outlined Deliverables - Not Specific due to their
ability not to access Conceptual Master Plan

Criteria: Approach Plan: 6
Provided Anticipated Activities

Criteria: Credentials and qualifications of the Firm/Personnel: 10
Variety of Experience in - State - Federal Experience

Criteria: Experience in similar work: 6
20 plus years - Commercial real estate Experience President & Founder
Pub contractor - previous Hillsboro County Commissioner

Criteria: Location of the Firm: 28
TAMPA

Criteria: Price Proposal:
High

Overall Rating:

Highly Acceptable	( )	Acceptable	(X)
Marginal	( )	Unsatisfactory	( )

EVALUATION COMMITTEE MEMBER: Steve Howard

RFP-600148-07/BJC – Property Acquisition Consultant Services

PROPOSERS NAME: FLORIDA ACQUISITION & APPRAISAL, INC.

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Understanding of the Scope of Services:

Understands - however wording indicates eminent domain process as part of purchase and City will not be using that avenue — 8

Criteria: Approach Plan:

Approach is fine - except eminent domain — 10

Criteria: Credentials and qualifications of the Firm/Personnel:

1995 business began
Staff assigned to our projects have many years experience — 10

Criteria: Experience in similar work:

Has extensive history with other cities + Counties - Many FDOT projects — 10

Criteria: Location of the Firm: Tampa — 0

Criteria: Price Proposal:

$85.00 an hour — 5% commission
Lowest rate — 38

Overall Rating:

Highly Acceptable	(X)	Acceptable	( )
Marginal	( )	Unsatisfactory	( )

EVALUATION COMMITTEE MEMBER: Melony Lang

RFP-600148-07/BJC – Property Acquisition Consultant Services

PROPOSERS NAME: P.A.R.A.R.A SERVICES, INC.

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Understanding of the Scope of Services:

Good understanding of our needs — 8

Criteria: Approach Plan: Understands that Sellers are willing — 12

Criteria: Credentials and qualifications of the Firm/Personnel:

1987 ROW Services

Project Team has many years of experience — 10

Criteria: Experience in similar work:

East Lake Mary Bld project

3 References — 10

Criteria: Location of the Firm: Edgewater — 0

Criteria: Price Proposal: $100 hr - No Commissions — 40

Overall Rating:

Highly Acceptable (X) Acceptable ( )

Marginal ( ) Unsatisfactory ( )

EVALUATION COMMITTEE MEMBER: Melaney Lung

RFP-600148-07/BJC – Property Acquisition Consultant Services

PROPOSERS NAME: PBS&J

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Understanding of the Scope of Services:

Understands Scope 10

Criteria: Approach Plan:

Approach is Similar to what has been used in the past 15

Criteria: Credentials and qualifications of the Firm/Personnel:

1960

Key Staff indicated for project have Many years experience 10

Criteria: Experience in similar work:

Project team has many years of experience 10
Listed many road projects
Completed Projects for Seminole Cty

Criteria: Location of the Firm: Orlando 5

50

Criteria: Price Proposal: $ 99.50 an hour

Overall Rating:

Highly Acceptable (X) Acceptable ( )
Marginal ( ) Unsatisfactory ( )

EVALUATION COMMITTEE MEMBER: Mehoney Leng

RFP-600148-07/BJC – Property Acquisition Consultant Services

PROPOSERS NAME: VERTICAL INTEGRATION, INC.

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Understanding of the Scope of Services:

Understands our scope — 8

Criteria: Approach Plan:

Approach is good — 12

Criteria: Credentials and qualifications of the Firm/Personnel:

Very Qualified Staff — 10

Criteria: Experience in similar work:

Completed several public purchases/projects — 10

Criteria: Location of the Firm: Tampa — 0

40

Criteria: Price Proposal: $200 an hour + 1½% Commission

Overall Rating:

Highly Acceptable ( )
Acceptable (X)
Marginal ( )
Unsatisfactory ( )

EVALUATION COMMITTEE MEMBER: Melvey Lung

RFP-600148-07/BJC – Property Acquisition Consultant Services

PROPOSERS NAME: PBS&J

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Understanding of the Scope of Services:
PBS+J completely understands the County need & Requirements for growth of the Five Points Complex. 10

Criteria: Approach Plan:
Excellent approach/planning their Acquisition Activities with both County staff + individual property owners 15

Criteria: Credentials and qualifications of the Firm/Personnel:
Ranked 22nd on Engineering News annual list of the largest engineering firms in the nation. Their 90% repeat business reflects their true committment to client service. 10

Criteria: Experience in similar work:
Acquisition Activities on Seminole County Right of Way Project – Airport Blvd. Phase III. Extensive Right of Way Acquisition experience. 10

Criteria: Location of the Firm:
Orlando, FL 5

Criteria: Price Proposal:
$99.50 an Hour

50

Overall Rating:

Highly Acceptable	(X)	Acceptable	( )
Marginal	( )	Unsatisfactory	( )

EVALUATION COMMITTEE MEMBER: [signature]

RFP-600148-07/BJC – Property Acquisition Consultant Services

PROPOSERS NAME: FLORID ACQUISITION & APPRAISAL, INC.

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Understanding of the Scope of Services:
EXCELLENT KNOWLEDGE/RESEARCH OF THE AREA THE COUNTY HAS AN INTEREST IN, ACQUISITION WISE FOR THE FIVE POINTS. EXPANSION PROJECT. 10

Criteria: Approach Plan:
WELL THOUGHT OUT PLAN FOR THE COORDINATION OF THE ACQUISITION ACTIVITIES. 12

Criteria: Credentials and qualifications of the Firm/Personnel:
PRE-QUALIFIED IN 8 STATES TO PROVIDE RIGHT-OF WAY, CONSERVATION AND OTHER REAL ESTATE ACQUISITIONS SERVICES. SELECTED TEAM MEMBERS APPEAR TO HAVE 20 YEARS + EXPERIENCE IN ACQUISITION SERVICES. 10

Criteria: Experience in similar work:
EXTENSIVE EXPERIENCE IN REAL ESTATE BROKERAGE ACTIVITIES, I.E., SEVERAL STATE DEPT OF TRANSPORTATION AGENCIES, SCHOOL BOARD ACQUISITIONS, COUNTY + CITY ACQUISITIONS ALONG COMMERICAL PROJECTS. 10

Criteria: Location of the Firm:
CORPORATE HQ - TAMPA WITH A BRANCH OFFICE IN LAKELAND, FL. 0

Criteria: Price Proposal:
@ 85.00 AN HOUR. 42

Overall Rating:

Highly Acceptable	(X)	Acceptable	( )
Marginal	( )	Unsatisfactory	( )

EVALUATION COMMITTEE MEMBER: [signature]

RFP-600148-07/BJC – Property Acquisition Consultant Services

PROPOSERS NAME: P.A.R.A.R.A SERVICES, INC.

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Understanding of the Scope of Services: 9
EXCELLENT UNDERSTANDING OF COUNTY'S OBJECTIVE IN THE EXPANSION OF THE FIVE POINTS COMPLEX.

Criteria: Approach Plan: 12
APPEARS THEIR APPROACH WITH VARIOUS PROPERTY OWNERS IS IN LINE WITH COUNTY STAFF AVOID EMINENT DOMAIN TYPE ACTIONS IN THE ACQUISITION ACTIVITIES.

Criteria: Credentials and qualifications of the Firm/Personnel: 8
PARA SERVICES ESTABLISHED IN 1987
PROJECT MANAGER HAS 28 YEARS EXPERIENCE IN THE ACQUISITION ARENA THROUGHOUT THE SOUTHEAST UNITED STATES.

Criteria: Experience in similar work: 8
IT APPEARS THE MAJOR % OF THEIR STAFF'S ACQUISITION EXPERIENCE IS IN THE RIGHT OF WAY AREA.

Criteria: Location of the Firm: 0
EDGEWATER, FL.

Criteria: Price Proposal:
$100 AN HOUR.

37

Overall Rating:

Highly Acceptable	( )	Acceptable	(X)
Marginal	( )	Unsatisfactory	( )

EVALUATION COMMITTEE MEMBER: [signature]

RFP-600148-07/BJC – Property Acquisition Consultant Services

PROPOSERS NAME: VERTICAL INTEGRATION, INC.

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Understanding of the Scope of Services:
UNDERSTAND THE ACQUISITION ACTIVITIES INVOLVE THE EXPANSION OF THE FIVE POINT COMPLEX TO CENTRALIZE SERVICES AND ADDRESS FUTURE GROWTH. 8

Criteria: Approach Plan:
IT APPEARS THEIR APPROACH PLAN WILL BE FORMULATED AFTER THE COUNTY KICK-OFF MEETING. 11

Criteria: Credentials and qualifications of the Firm/Personnel:
20+ YEARS IN REAL ESTATE SERVICES 8

Criteria: Experience in similar work:
CURRENT CONTRACT WITH STATE OF FLORIDA AND IT'S 29 AGENCIES REAL ESTATE BROKERAGE & PORTFOLIO ALONG WITH NUMEROUS FLORIDA COUNTIES. 8

ASSISTED PROGRESS ENERGY IN THE ACQUISITION OF APPROXIMATELY 3,100 ACRES IN LEVY COUNTY.

Criteria: Location of the Firm:
TAMPA, FL 0

Criteria: Price Proposal:
$200.00 AN HOUR. 35

Overall Rating:

Highly Acceptable	( )	Acceptable	(X)
Marginal	( )	Unsatisfactory	( )

EVALUATION COMMITTEE MEMBER: _____

PROPERTY ACQUISITION CONSULTANT SERVICES AGREEMENT
(RFP-600148-07/BJC)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **PBS & J**, duly authorized to conduct business in the State of Florida, whose address is 482 South Keller Road, Orlando, Florida 32810-6101, hereinafter called "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide property acquisition services in Seminole County; and

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

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to COUNTY and desires to provide its services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish services and perform those tasks as further described in the Scope of Services and Performance Work Statement attached hereto and incorporated herein as Exhibit A.

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Notice to Proceed issued and executed by COUNTY.

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement a fee not to exceed the sum budgeted for property acquisition services. CONTRACTOR shall perform all work required by the Scope of Services, but in no event shall CONTRACTOR be paid more than the negotiated fee stated above.

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

SECTION 5. BILLING AND PAYMENT.

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

(1) The name and address of CONSULTANT;

(2) Contract Number;

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

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

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

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

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

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

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

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

SECTION 6. AUDIT OF RECORDS.

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

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

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section, reveals any overpayment by COUNTY under the terms of this

Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 7. RESPONSIBILITY OF CONSULTANT.

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

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

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for a period of three (3) years. At the option of the parties, this Agreement may be extended for two (2) additional one(1)-year term.

SECTION 9. TERMINATION.

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

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

(2) Deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing this Agreement,

whether completed or in process.

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

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, CONSULTANT shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONSULTANT. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

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

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for

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

SECTION 11. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this Agreement at its discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 12. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 13. SUBCONSULTANTS. In the event CONSULTANT, during the course of the work under this Agreement, requires the services of any sub-consultants or other professional associates in connection with service covered by this Agreement, CONSULTANT must secure the prior

written approval of COUNTY. If sub-consultants or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of sub-consultants or other professional associates.

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

SECTION 15. INSURANCE.

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

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

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

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

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

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

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes shall have and maintain

a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

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

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

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONSULTANT will also be responsible for procuring proper

proof of coverage from its sub-consultants of every tier for liability which is a result of a Workers' Compensation injury to the sub-consultant's employees. The minimum required limits to be provided by both CONSULTANT and its sub-consultants are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state laws.

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

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

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

(2) Commercial General Liability.

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

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

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

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

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

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

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

SECTION 16. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and

payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code.

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

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

SECTION 17. REPRESENTATIVE OF COUNTY AND CONSULTANT.

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

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

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 20. INDEPENDENT CONSULTANT. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is to be and shall remain an independent CONSULTANT with respect to all services performed under this Agreement.

SECTION 21. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

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

honored by COUNTY.

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

SECTION 24. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

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

For CONSULTANT:

PBS & J
482 South Keller Road
Orlando, FL 32810-6101

SECTION 25. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

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

the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 27. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes relating to ethics in government.

(b) CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes as over 5 percent) either directly or indirectly, in the business of CONSULTANT to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONSULTANT hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state or federal agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

PBS & J

_____
, Secretary

By:_____
NORRIS SMITH, Vice-President

(CORPORATE SEAL)

Date:_____

(County Signature Page Follows)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
CARLTON HENLEY, Chairman

Date:_____

_____
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
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

Attachment:
Exhibit A - Scope of Services
Exhibit B - Rate Schedule

AEC/jjr
3/19/07
P:\Users\jroyal\Purchasing 2007\RFP-600148-07-PBS&J.doc

EXHIBIT A

Description of Services

Currently Seminole County facilities are decentralized. The County' Five Points Conceptual Master Plan addresses centralizing Seminole County services for Seminole County citizens. The Conceptual Master Plan also addresses the future growth demands of County business operations. Acquisition activities may include the acquisition of other properties as deemed necessary by Seminole County. Land adjacent to the Five Points Complex would address centralizing County services and future growth demands of County business operations. Land adjacent to the Five Points Complex is owned by four (4) private businesses and totals approximately 9.18 acres. Appraisals are being conducted to determine good faith estimates.

Availability of the Consultant is critical to the success of this project. The Consultant will be contacted on a daily basis and must be able to be in meetings and/or on call for meetings on short notice, usually within 24 hours.

The Consultant may be requested to coordinate certain acquisitions related to due diligence items that may include the coordination of the County's other consultants to accomplish acquisition activities. The County currently has contracts with other Consultants to provide title work, surveys, environmental audits, appraisals, etc. In conjunction with property acquisition activities, the acquisition consultant will be responsible for the coordination of work with other Consultants as it may deem necessary.

Scope of Services: The Consultant must perform the following services:

1. Provide services related to the coordination and acquisition of properties for the Five Points Expansion Project and other properties, as requested by the County, on an as needed basis.

2. The Consultant will search for property required by the County.

3. The Consultant will develop strategies for the acquisition of properties.

4. The Consultant will negotiate with sellers on behalf of Seminole County.

5. Contact the owners and any and all parties involved in the negotiation for purchase and advise the County on property acquisition issues and assist in closing of acquisition transactions.

6. Services may include consultation with County Staff, County Commissioners and other County Elected Officials, related to real estate needs of the County. Presentations at executive sessions and public meetings may be required.

7. The Consultant will provide documentation of the work including correspondence, copies of records and papers provided by the owners and all other parties and all other materials produced as part of the acquisition work.

8. The Consultant will provide services within the realm of property acquisition deemed necessary by the County to procure the requested property/properties needed.

9. If requested by the County, the Consultant shall provide litigation support to the County Attorney's Office.

10. The Consultant shall, within the scope of the above duties, provide the County with all records necessary with acquisition activities and responses of each individual property owner or his representative.

11. The Consultant shall coordinate all activities involved in developing acquisition strategies with the County Staff.

12. The Consultant shall, when directed by the County or the County Attorney, appear at hearings, testify in courts and perform other related duties as is deemed necessary by the County. At all times, the Consultant will insure that members of the public and parcel owners are treated with forthrightness, courtesy and respect.

13. The Consultant will fully participate in weekly status report updates and production meetings at the request of the County.

14. The County, within the scope of the above duties of the Consultant, may provide to the Consultant, when available, maps of parcels, surveys, plans, applications, title searches, appraisals, environmental reports, and contract forms for purchase agreements, legal descriptions of properties, easement descriptions and other documents necessary to assist the Consultant in completing the acquisition work. The Consultant is not required to provide survey, environmental, title opinions, appraisal opinions, legal opinions or any other professional service that is regulated by the State of Florida and requires a license issued by the Department of Business and Professional Regulation or admission to the Florida Bar, other than real estate services permitted in accordance to law, rules and regulations under the Consultant's license held by the Consultant and issued by the Department of Professional Regulation, Division of Real Estate, in accordance to Chapter 475 of the State of Florida.

15. The Consultant shall at all times maintain in good standings the necessary licenses and corporate registrations required by the State of Florida to practice and provide professional real estate services to the County.

16. Upon written approval and direction by the County, the Consultant may subcontract for specialized professional services that may be necessary in order for the Consultant to carry out acquisition assignments issued by the County.

17. The Consultant shall provide sufficient competent and qualified personnel to affectively carry out its responsibilities under this Agreement. The Consultant shall utilize only competent personnel who are qualified by experience and education. The Consultant may not make changes in the personnel working on activities pursuant to the Agreement without written concurrence of the County.

18. The Contractor/Consultant shall comply with Florida Statutes Chapter 475.278 (3) – Authorized brokerage relationships; required disclosures – Single Agent Relationship (attached).

SUBMIT PROPOSALS TO: Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 **Attn.: PURCHASING DIVISION**	**REQUEST FOR PROPOSALS** and Proposer Acknowledgment
Contact: Betsy J Cohen, CPPB Purchasing Supervisor 407-665-7112 bcohen@seminolecountyfl.gov	**RFP-600148-07/BJC** **Property Acquisition Consultant**
Proposal Due Date: **March 7, 2007** Proposal Due Time: **2:00 P.M.**	**Location of Public Opening:** County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Proposer Name: PBS&J	Federal Employer ID Number or SS Number: 59-0896138
Mailing Address: 482 South Keller Road	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Orlando, FL 32810-6101	
Type of Entity: *(Circle one)* Corporation Partnership Proprietorship Joint Venture	X Authorized Signature (Manual)
Incorporated in the State of: Florida	
Telephone Number: 407.647.7275	Typed Name: Norris Smith, SR/WA
Toll Free Telephone Number: (800)284.5182	Title: Associate VP/Senior Program Manager
Fax Number: 407.740.8958	Date: March 7, 2007

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

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

EXHIBIT B

Price Proposal

PROJECT: **PROPERTY ACQUISITION CONSULTANT**
PROJECT NUMBER: **RFP-600148-07/BJC**

Name of Proposer: PBS&J

Mailing Address: 482 South Keller Road

Street Address: Same as above

City/State/Zip: Orlando, FL 32810-6101

Phone Number: (407) 647.7275 FAX Number: (407) 740.8958

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, hereby proposes and agrees to perform all in strict conformity Contract Documents, including Addenda Nos. N/A through N/A, on file at the Purchasing Division for the amount hereinafter set forth. The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation.

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

Compensation for services related to the coordination and acquisition of properties for the county as described in the scope of services provided in the RFP documents. Proposer shall submit one blended hourly rate for all services required under the scope of services. Appraisal services are not required under this scope. This blended rate would be a composite of all the labor categories required to accomplish this scope. This blended rate will include all cost (labor, G&A, overhead and profit). A one time parcel fee is not allowed. Reimbursable expenses are in addition to the blended hourly rate.

PROPOSED HOURLY BLENDED RATE: $ 99.50

If the firm has a Broker's license, the contract will require the selected firm to claim a portion of the commission that would otherwise be due a seller's agent and claim the portion to which a buyer's agent would be entitled. If there is no commission involved or if the contractor does not have a broker's license, the contractor **will not** receive additional compensation, other than the hourly rate and reimbursable expenses occurred to complete the work. The County **will not** pay any commissions or bonuses under this RFP.

Does your firm have a Broker's license? X **YES** _____ **NO**

If your firm has a Broker's License and a Commission can be claim will you comply with the above Contract requirements? X **YES** _____ **NO**

If yes, the contractor would be entitled to keep a portion of the commission claimed and the other portion, if any would constitute a credit to the County. Example: If your firm claims a typical 3% commission of the sales price of $100K, and your proposed fixed commission stated below is 2%, then your commission total would be $3K and of that commission you would be required to credit $1K (1%) to the County.

What fixed percentage of the commission will you claim as <u>your</u> commission under this contract? 0 **% (0% to 3%).**

Please note that if you take exception to any of the above language, your firm may be considered non-responsive to the subject procurement and will not be considered any further for award recommendation.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 7th day of March, 20 07.

PBS&J
(Name of PROPOSER)

(Signature of person signing FORM)

Norris Smith, SR/WA
(Printed name of person signing FORM)

Associate VP/Senior Program Manager
(Title of person signing FORM)

YOLANDA PEREZ
MY COMMISSION # DD 336070
EXPIRES: July 12, 2008
Bonded Thru Notary Public Underwriters

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Release of Maintenance Agreement and Letter of Credit for I-4 Industrial Park Lot 3

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

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

MOTION/RECOMMENDATION:
Approve release of original Water and Sewer Maintenance Agreement with Letter of Credit (replaced with new Cash Bond w/ Escrow Agreement)#ASB 1011 in the amount of $3,500.00 for water and sewer for the I-4 Industrial Park Lot 3 project.
(Bob Briggs)

District 5 Brenda Carey

BACKGROUND:

Due to Sanford I LLC and Sanford II LLC acquisition of property from 4G Properties LLC, The following Maintenance Agreement with Letter of Credit has been replaced with a new Cash Maint. Agreement with Escrow Agreement. The new Agreement is currently at County Records waiting to be recorded once this has been released.

Release Maintenance Agreement with Letter of Credit #ASB 1011 in the amount of $3,500.00 for water and sewer which was accepted by submission into County Records Memorandum dated August 25, 2006 for the project known as I-4 Industrial Park Lot 3

STAFF RECOMMENDATION:
Approve release of original Water and Sewer Maintenance Agreement with Letter of Credit (it has been replaced with new Cash Bond w/ Escrow Agreement) #ASB 1011 in the amount of $3,500.00 for water and sewer for the I-4 Industrial Park Lot 3 project.

ATTACHMENTS:

1. I4 Industrial Pk Lot 3.pdf

Reviewed By:

MAINTENANCE AGREEMENT
(Water and Sewer Improvements)

THIS AGREEMENT is made and entered into this 25 day of August 2006 between 4G Properties LLC, hereinafter referred to as PRINCIPAL and SEMINOLE COUNTY a political subdivision of the State of Florida hereinafter referred to as COUNTY"

WITNESSETH

WHEREAS PRINCIPAL has constructed certain water and sewer improvements including water lines sewer lines lift stations and other appurtenances in that certain subdivision described as 275 Hickman Drive, as recorded in Plat Book ____ Pages ____, Public Records of Seminole County Florida hereinafter referred to as the Plat and 4th section lot 3 pages 34 36 &77

WHEREAS the aforesaid water and sewer improvements were made pursuant to certain plans and specifications dated June 7, 2005 20___ (as subsequently revised or amended on ____ 20___) 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 water and sewer improvements and to maintain said water and sewer improvements for a period of two (2) years from August 25 20 06 and

WHEREAS to guarantee performance of said obligations by PRINCIPAL PRINCIPAL has obtained and furnished to the COUNTY a certain Irrevocable Letter of Credit No ____ issued by Atlantic Southern Bank in the sum of three thousand five hundred dollars DOLLARS ($3,500 00)

NOW THEREFORE the COUNTY agrees to accept the water and sewer improvements into the COUNTY Utility System upon execution of this Agreement and to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL

PRINCIPAL its heirs executors, successors and assigns jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of three thousand five hundred dollars DOLLARS ($3,500 00) on the condition that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid water and sewer improvements and maintain said water and sewer improvements for a period of two (2) years from August 25, ____ 20 06 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 correct said defect

Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified the COUNTY shall be authorized but shall not be obligated to take over and perform or cause to be performed such work as shall be necessary to correct such defects and shall be authorized to draw upon the Letter of Credit to pay the cost thereof including but not limited to engineering legal and contingent costs Further the COUNTY in view of the public interest health safety welfare and other factors involved and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL both a law and n equity including specifically specific performance to which the PRINCIPAL unconditionally agrees

The PRINCIPAL further agrees that the COUNTY at its option shall have the right to correct said defects resulting from faulty materials or workmanship or pursuant to public advertisement and receipt of bids cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so and In the event the COUNTY should exercise and give effect to such right the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cost thereof including but not limited to engineering legal and contingent costs together with any damages either direct or consequent which may be sustained on account of the failure to the PRINCIPAL to correct said defects

IN WITNESS WHEREOF the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof

ATTEST

(CORPORATE SEAL)

By _____

Date 8/18/06

I HEREBY CERTIFY that on this 18 day of Aug, 2006 before me an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared Sammy Garnson and Keith Garnson as President and Secretary respectively of 4G Properties, LLC a Georgia organized under the laws of the State of Florida who are personally known to me or who have produced ID 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

MEGAN HARRIS NOTARY PUBLIC BIBB CO GEORGIA MY COMMISSION EXPIRES JUNE 15 2010 NOTARY SEAL

Notary Public Signature

WITNESSES

DEPARTMENT OF PUBLIC WORKS
UTILITIES DIVISION
SEMINOLE COUNTY FLORIDA

Utilities Manager

Date 8/24/06

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

Atlantic Southern BANK
The bank you always wanted

PO Box 150
Macon Georgia 31 1
(478) 5 8 91

IRREVOCABLE LETTER OF CREDIT

Seminole County Board of County Commissioners
Seminole County Services Building
1101 East First Street
Sanford Florida 32771

Date August 18 2006

Re Irrevocable Letter of Credit No ASB1011

Dear Commissioners

By order of 4G Properties LLC we hereby establish an Irrevocable Letter of Credit in your favor We hereby authorize you to draw on Atlantic Southern Bank up to an aggregate amount of Three Thousand Five Hundred Dollars ($3500 00) available by your drafts at sign accompanied by a signed statement of the Board of County Commissioners that the Maintenance Agreement dated August 18 2006 between 4G Properties LLC and Seminole County is in default

Drafts must be drawn and negotiated on or before October 18 2008 and each draft must state that it is drawn under Irrevocable Letter of Credit No ASB1011 of Atlantic Southern Bank dated August 18 2006 and the amount thereof endorsed on this Letter of Credit The Bank agrees that this Letter of Credit shall automatically renew itself for successive one year periods unless the Bank shall give notice to you no later than forty five (45) days preceding an expiration date that it chooses to renew the Letter of Credit in which case the County shall be entitled to demand and receive the outstanding amount of money represented by this Letter of Credit In the event of a draw based on expiration of this Letter of Credit the proceeds shall be held by Seminole County as a Cash Bond to secure continued adherence to the terms of the Maintenance Agreement with 4G Properties LLC

Upon tender of payment you will release to the Bank the original Irrevocable Letter of Credit marked Cancelled In any event upon expiration or at any time after the completion of the Maintenance Agreement dated August 18 2006 and the completion of 4G Properties LLC obligations thereunder you will return the original Irrevocable Letter of Credit to this Bank marked Cancelled

We hereby engage with drawers endorsers and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee

If the Board of County Commissioners initiates suit under this Letter of Credit the Bank hereby agrees to be responsible for Seminole County s court costs and reasonable attorney s fees but the Atlantic Southern Bank shall not be responsible any attorney s fees in excess of fifteen percent (15%) of the aggregate amount of this Letter of Credit

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be amended by reference herein to any agreement and any such reference shall not be deemed to incorporate herein by reference any document or agreement other than the Maintenance Agreement dated August 18 2006 and referenced herein

Very truly yours

By _____
Brandon Mercer First Senior Vice President

ATTEST
_____
Vice President

8/18/06

JODI O SAPPE NOTARY PUBLIC WILKINSON COUNTY GEORGIA

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: First Amendment to Interlocal Agreements related to the Local Business Tax Ordinance

DEPARTMENT: Fiscal Services **DIVISION:** Administration

AUTHORIZED BY: **CONTACT:** Lin Polk **EXT:**

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a first amendment to the interlocal agreements for the City of Casselberry and the City of Altamonte Springs related to the Local Business Tax Ordinance.

County-wide

BACKGROUND:
On December 12, 2006, the Board authorized the execution of an amendment to the Occupational License Tax Ordinance and interlocal agreements, pursuant to the enactment of Chapter 2006-152, Laws of Florida, revising the name "Occupational License Tax" to "Local Business Tax" and the issuance of an "occupational license" replaced with the issuance of a "local business tax receipt" upon payment of the local business tax, effective January 1, 2007. Two (2) of the five (5) municipalities that have interlocal agreements with the County to collect and remit the tax on the County's behalf, executed First Amendments to these agreements (City of Oviedo and City of Winter Springs) and were executed by the Chairman on December 12, 2006. Execution by the Chairman is currently requested for the first amendments to the executed Interlocal Agreements for the City of Casselberry and the City of Altamonte Springs.

STAFF RECOMMENDATION:
Staff recommends approval and authorization for the Chairman to execute a first amendment to the interlocal agreements for the City of Casselberry and the City of Altamonte Springs related to the Local Business Tax Ordinance.

ATTACHMENTS:

1. Interlocal Agmt-City of Casselberry .pdf
2. Interlocal Agmt-City of Altamonte.pdf

Reviewed By:
☑ County Attorney Review (Arnold Schneider)

This resolution was prepared by:
Sandra J. Smith, AICP
Acting Community Development Director
95 Triplet Lake Dr.
Casselberry, FL 32707

RESOLUTION 06-1715

"A RESOLUTION OF THE CITY OF CASSELBERRY, FLORIDA, SEMINOLE COUNTY, TO ENTER INTO AN INTERLOCAL AGREEMENT TO AMEND THE TEXT IN AN AGREEMENT BETWEEN THE CITY OF CASSELBERRY AND SEMINOLE COUNTY PROVIDING FOR THE TRANSFER OF ADMINISTRATIVE RESPONSIBILITIES RELATIVE TO COLLECTION AND ENFORCEMENT OF OCCUPATIONAL LICENSE TAXES TO CONFORM WITH THE REQUIREMENTS OF CHAPTER 205, FS, TO REPLACE THE TERMINOLOGY FROM AN "OCCUPATIONAL LICENSE" TO THE TERMINOLOGY FOR A "LOCAL BUSINESS TAX"; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE."

WHEREAS, the City Commission for the City of Casselberry and Seminole County have heretofore entered into a certain Agreement Providing for the Transfer of Administrative Responsibilities Relative to the Collection and Enforcement of Occupational License Taxes (The "Agreement") on July 14, 2003;

WHEREAS, the Legislature of the State of Florida enacted, and the Governor signed into law, Chapter 2006-152, Laws of Florida (the "Act"), wherein Chapter 205, Florida Statutes was comprehensively revised changing the term "local occupational license tax" to "local business tax" and further replacing the issuance of occupational licenses with issuance of a "local business tax receipt" or "receipt"; and

WHEREAS, the County and City finds it necessary to revise the "Agreement" in order to remain consistent with the referenced State legislation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION 1. The City Commission does hereby find that the amended Interlocal Agreement entitled "First Amendment to Agreement Between the City of Casselberry and Seminole County Providing For Transfer of Administrative Responsibilities Relative to Collection and Enforcement of Occupational License Taxes" is acceptable and accomplishes the objective of complying with Florida State Statute requirements to replace the terminology regarding "Local Occupational License Tax" with terms regarding a "Local Business Tax".

SECTION 2. The City Commission does hereby authorize the Mayor to sign the Amended Interlocal Agreement referenced in Section I of this agreement (attached as Exhibit A) on behalf of the City of Casselberry and does hereby authorize the City Clerk to record this Agreement after it is duly executed by Seminole County.

SECTION 3. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 25th day of September, AD 2006.

ATTEST:

Thelma McPherson
City Clerk

Bob Goff
Mayor/Commissioner

EXHIBIT A

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CASSELBERRY AND SEMINOLE COUNTY PROVIDING FOR TRANSFER OF ADMINISTRATIVE RESPONSIBILITIES RELATIVE TO COLLECTION AND ENFORCEMENT OF OCCUAPTIONAL LICENSE TAXES

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 14th day of July, 2003, between the **CITY OF CASSELBERRY, FLORIDA,** whose address is 95 Lake Triplet Drive, Casselberry, Florida 32707 (the "CITY") 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 and the CITY have heretofore entered into that certain Agreement Providing for Transfer of Administrative Responsibilities, Relative to Collection and Enforcement of Occupational License Taxes (the "Agreement") dated and executed on 14th day of July, 2003; and

WHEREAS, the Legislature of the State of Florida enacted and the Governor signed into law Chapter 2006-152, Laws of Florida (the "Act"), wherein Chapter 205, Florida Statues was comprehensively revised changing the term "local occupational license tax" to "local business tax" and further replacing the issuance of occupational licenses with issuance of a "local business tax receipt" or "receipt"; and

WHEREAS, the COUNTY found it necessary to revise Chapter 45, Part I, Seminole County Code, which establishes and levies the COUNTY's Occupational License Taxes, in order to remain consistent with the

above referenced State legislation, which also affects the Agreement between the parties hereto; and

WHEREAS, the CITY and the COUNTY have mutually determined that amendments to the Agreement are necessary and desirable to conform the Agreement to the changes imposed by the Act, to assure continued consistency of each party's performance under the Agreement and better serve the needs of their citizenry and the public interest in general; and

WHEREAS, this First Amendment is authorized by Chapter 163, Part VI, Florida Statutes and Section 13 of the Agreement,

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

SECTION 1. Incorporation of Recitals. The foregoing recitals are true and correct, agreed upon by both parties hereto and form and integral part of this First Amendment and the Agreement.

Section 2. Substantive Amendments to Agreement. Sections 2, 3, 4, 5, 7, 8 and 17 of the Agreement are hereby amended to read as follows:

SECTION 2. DESCRIPTION OF TRANSFERRED ADMINISTRATIVE DUTIES AND RESPONSIBILITIES OF CITY. The COUNTY hereby designates and the CITY hereby accepts responsibility for the following duties and responsibilities:

(a) issuance of COUNTY ~~occupational licenses~~ local business tax receipts to new applicants and persons seeking ~~occupational license~~ renewals thereof whose businesses, professions and occupations are domiciled within the incorporated limits of CITY;

(b) collection of the ~~taxes~~ local business taxes related to issuance of the COUNTY ~~licenses~~ receipts and remitting of such taxes to the COUNTY monthly provided; however, in the event that delinquency fees are still outstanding and uncollected against a particular ~~licensee~~ person or entity, the taxes on that account do not need to be remitted until all such amounts due and owing are collected;

(c) CITY shall follow all the requirements of the Ordinance, as amended, including particularly the rates and charges established for each class of ~~license~~ receipt, handling of delinquencies, issuance of half (1/2) year ~~licenses~~ receipt and inspection of other required licenses, certifications or registrations for persons seeking a Class "B" ~~occupational license~~ receipt relating to regulated businesses, professions or occupations as defined in the Ordinance.

(d) The City shall not allow refunds for previously ~~issued~~ paid COUNTY ~~occupational license taxes~~ local business taxes for any reason whatsoever; provided, however, refunds shall be expressly allowed in the event ~~a license~~ an application or renewal is denied for any reason or if a ~~license~~ receipt is issued as the result of clerical error.

(e) The CITY shall each month, commensurate with remitting ~~license taxes~~ local business taxes to COUNTY, provide to COUNTY the list of those persons issued a COUNTY ~~occupational license~~ receipt, including renewals thereof, and taxes collected in connection therewith during the immediately preceding month. Such list may be provided in either paper form or in electronic and/or digital medium deemed compatible with the public records laws of the State of Florida, including particularly Chapter 1B-26, Florida Administrative

Code, or successor provisions relating to minimum standards of long term readability and legibility for electronically stored public records.

(f) Nothing herein shall be deemed as requiring CITY to issue a physically separate ~~license~~ document for a COUNTY ~~occupational license~~ local business tax receipt. The CITY may, at its own discretion, elect to include an additional line item on its own ~~occupational licenses~~ receipt simply referencing issuance of the COUNTY ~~license~~ receipt in the proper class.

SECTION 3. OBLIGATIONS AND RESPONSIBILITIES OF COUNTY REGARDING TRANSFER OF ADMINISTRATIVE DUTIES TO CITY. The COUNTY ~~shall~~ has provided to the CITY the following support and documentation in order to facilitate CITY'S assumption of the administrative duties described in Section 2, above:

(a) A list of all existing COUNTY occupational licensees as of the date of execution of this Agreement that are domiciled within the incorporated limits of CITY along with the addresses of such licensees. Such list may be supplied in either paper form or in electronic and/or digital form provided such electronic media shall meet the specifics described in Section 2(e), above.

(b) CITY shall be entitled to compensation for its performance of administrative duties under this Agreement, which compensation shall be comprised as follows:

(i) TWO and 50/100 DOLLARS ($2.50) for each new ~~license~~ local business tax receipt or renewal; provided, however, that no compensation will be paid for receipts issued at no cost to entities

or persons by virtue of special local business tax exemptions granted by Chapter 205, Florida Statutes;

(ii) THREE and NO/100 DOLLARS ($3.00) for each transfer or issuance of a duplicate ~~occupational license~~ receipt;

(iii) all penalties collected in connection with delinquencies arising in connection with COUNTY ~~occupational licenses~~ local business tax receipt. Such compensation shall be deducted by the CITY from the total COUNTY ~~occupational license tax receipts~~ local business tax receipts each month before remitting the balance of the ~~occupational license~~ local business tax proceeds to the Tax Collector. In the event that a higher administrative expense fee schedule is implemented by virtue of subsequent agreement between the COUNTY and any one or more municipalities, then the fees paid to CITY under this Agreement shall automatically be increased to the same amount so that all participating municipalities shall be compensated at the same rates for each category of fees. Such revisions to the administrative fees paid hereunder shall be memorialized in the form of a letter of understanding signed by the appropriate officials of both Parties which letter of understanding shall be become a part of this Agreement upon its signing by the Parties. No other formal amendment to this Agreement shall be required to implement a change to the administrative fees provided; however, that only one (1) such change shall be permitted in any fiscal year.

SECTION 4. MISCELLANEOUS COVENANTS RELATING TO TRANSFER OF ADMINISTRATIVE DUTIES.

(a) Should administrative and transaction costs of the CITY relative to carrying out its duties hereunder increase beyond that contemplated by this Agreement, the basis of compensation to CITY may be revised once a year to take effect on the next October 1, by mutual agreement expressed as a formal amendment to this Agreement.

(b) In the event a COUNTY ~~licensee~~ receipt holder elects to upgrade its ~~license~~ Receipt from an unregulated Class "A" to a regulated Class "B" ~~license~~ receipt, the ~~tax~~ local business tax collected by the CITY shall be the incremental difference between the Class "A" and Class "B" tax established in the Ordinance.

(c) CITY and COUNTY shall each use their best efforts to insure compatibility of their computer hardware and software systems, policies and procedures relating to ~~occupational license~~ local business tax receipt issuance, related tax collections and enforcement and to cooperate in the sharing of information in connection therewith so as to allow each Party the ability to fully perform its obligations under this Agreement.

SECTION 5. DESIGNATED ADMINISTRATIVE AGENTS OF THE PARTIES AND NOTICE TO PARTIES. The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall also be responsible for all material actions, oversight, and coordination in the performance of this Agreement.

For City:

~~Richard W. Wells,~~
Community Development Director
95 Triplet Lake Dr.
Casselberry, FL 32707
Tel: 407 262-7700 x 1109
Fax: 407 262-7763

For County:

Ray Valdes, Tax Collector by and through
~~Paul Warsicki, Assistant Tax Collector~~
Lynda Hedrick, Tax Manager
1101 E. First Street
Sanford, FL. 32771
Tel: ~~407-665-7648~~ 407-665-7635
Fax: 407-665-7603
E-mail: ~~Pwarsicki@seminoletax.org~~ lhedrick@seminoletax.org

Each Party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used a record of confirmation of receipt of such transmission must be maintained. Notice to a Party shall be deemed received and effective three (3) days from the date of mailing or on the same day of transmission if sent by e-mail or facsimile. A copy of such notice shall be attached as an exhibit to this Agreement on and after the effective date of the change.

SECTION 7. INSURANCE AND BONDING REQUIREMENTS. CITY AND COUNTY shall both be responsible for maintaining adequate insurance coverage against claims by third persons arising from the mishandling of ~~occupational license~~ local business tax receipt issuance matters including wrongful denial thereof, other mishandling, malfeasance or misappropriation of moneys collected in connection therewith. Those persons employed by both Parties with responsibility for the collection, custody and disbursement of the public funds under this Agreement shall be bonded in an amount sufficient to cover foreseeable losses in connection with potential misappropriation of said funds.

SECTION 8. ALTERNATIVE DISPUTE RESOLUTION. Any and all disputes arising hereunder shall be attempted to be resolved through a collaborative and mutually acceptable informal process with open discussions and a cooperative effort and the Parties shall exercise good faith in all efforts to resolve disputes without litigation. Whenever possible, disputes or disagreements as to the level of service and standards of performance shall be resolved at the lowest comparable levels between the CITY and the COUNTY. The first level of resolution will be the CITY'S Director of Finance and the ~~Assistant~~ assigned Tax ~~Collector~~ Manager of COUNTY in charge of ~~occupational license tax~~ local business tax matters. The next higher level of resolution will be the City Manager or Administrator and the Seminole County Tax Collector. The highest and final level of resolution will be the City Council/Commission and the Seminole County Board of County Commissioners. In the event that more formal dispute resolution processes become necessary, such matters shall be submitted for mediation, in which case the Parties shall engage a mutually acceptable, Florida Supreme Court certified mediator, the fees for which, if any, shall be shared equally by the Parties. In no event shall either CITY or COUNTY commence litigation unless and until all attempts at alternative dispute resolution as set forth herein have been exhausted.

SECTION 17. CONFLICTS OF INTEREST. The Parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions or Part III, Chapter 112, Florida Statutes and Section 220.115, Seminole County

Code, relating to ethics in government.

Section 3. Effect of this First Amendment on the Agreement. All other sections of the Agreement not expressly amended by this First Amendment shall remain in full force and effect. Upon execution of this First Amendment by both parties, it shall become and integral part of the entire Agreement between the parties.

Section 4. Counterparts. This First Amendment may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 5. Effective Date. This First Amendment shall become effective at 12:01 a.m. on January 1, 2007.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument for the purposes herein expressed.

ATTEST:

THELMA McPHERSON, City Clerk

CITY OF CASSELBERRY

By: _____
BOB GOFF, Mayor

Date: September 25, 2006

Approved as to form and legality
For the use and reliance of the
City of Casselberry, Florida only.

CATHERINE D. REISHMANN
City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

_____
County Attorney

AWS/lpk
7/21/06 8/10/06
occ lic agt am-Casselberry

Attachment:
Exhibit "A" - Agreement Between the City of Casselberry and Seminole County Providing for Transfer of Administrative Responsibilities Relative to Collection and Enforcement of Occupational License Taxes dated July 14, 2003

Exhibit A

EXHIBIT "A"

AGREEMENT BETWEEN THE CITY OF CASSELBERRY AND SEMINOLE COUNTY PROVIDING FOR TRANSFER OF ADMINISTRATIVE RESPONSIBILITIES RELATIVE TO COLLECTION AND ENFORCEMENT OF OCCUPATIONAL LICENSE TAXES

THIS AGREEMENT (the "Agreement") is made and entered into this 14th day of July, 2003, between the CITY OF CASSELBERRY, a municipality incorporated under the laws of the State of Florida, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, (the "CITY") 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, (the "COUNTY").

W I T N E S S E T H:

WHEREAS, COUNTY and CITY have heretofore enacted ordinances for the levy, collection and enforcement of occupational license taxes within their jurisdictions and do now levy and collect said taxes pursuant to Chapter 205, Florida Statutes; and

WHEREAS, COUNTY, pursuant to the requirements of section 205.0535, Florida Statutes (2002), did on May 13, 2003 adopt its "Occupational License Tax Ordinance of 2003" (the "Ordinance") wherein the license classification system was restructured and simplified into only two (2) classes of business, professional or occupational classes, making it feasible to allow the transfer of certain administrative responsibilities to the CITY as detailed in this Agreement; and

WHEREAS, Section 205.045, Florida Statutes authorizes counties and municipalities to enter into interlocal agreements for either Party to allow the other to issue its occupational licenses and collect the taxes thereon; and

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT

BK0299 PG0146

WHEREAS, COUNTY and CITY have mutually determined that the CITY'S issuance of the COUNTY'S licenses and collection of the taxes thereon for those businesses located within the CITY will substantially enhance convenience to the affected citizens of both CITY and COUNTY as well as result in improved efficiency and enforcement of collections of COUNTY occupational license taxes; and

WHEREAS, it is hereby found and determined that this Agreement is in the best interest of the citizens and the business communities of both CITY and COUNTY;

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, CITY and COUNTY agree as follows:

SECTION 1. RECITALS. The foregoing recitations are true, correct, mutually understood, agreed upon and form an integral part of this Agreement.

SECTION 2. DESCRIPTION OF TRANSFERRED ADMINISTRATIVE DUTIES AND RESPONSIBILITIES OF CITY. The COUNTY hereby designates and the CITY hereby accepts responsibility for the following duties and responsibilities:

(a) issuance of COUNTY occupational licenses to new applicants and persons seeking occupational license renewals whose businesses, professions and occupations are domiciled within the incorporated limits of CITY;

(b) collection of the taxes related to issuance of the COUNTY licenses and remitting of such taxes to the COUNTY monthly provided; however, in the event that delinquency fees are still outstanding and uncollected against a particular licensee, the taxes on that account

BK0200PG0[illegible]

do not need to be remitted until all such amounts due and owing are collected;

(c) CITY shall follow all the requirements of the Ordinance including particularly the rates and charges established for each class of license, handling of delinquencies, issuance of half (1/2) year licenses and inspection of other required licenses, certifications or registrations for persons seeking a Class "B" occupational license relating to regulated businesses, professions or occupations as defined in the Ordinance.

(d) The City shall not allow refunds for previously issued COUNTY occupational license taxes for any reason whatscever; provided, however, refunds shall be expressly allowed in the event a license application or renewal is denied for any reason or if a license is issued as the result of clerical error.

(e) The CITY shall each month, commensurate with remitting license taxes to COUNTY, provide to COUNTY the list of those persons issued a COUNTY occupational license, including renewals thereof, and taxes collected in connection therewith during the immediately preceding month. Such list may be provided in either paper form or in electronic and/or digital medium deemed compatible with the public records laws of the State of Florida, including particularly Chapter 1B-26, Florida Administrative Code, or successor provisions relating to minimum standards of long term readability and legibility for electronically stored public records.

(f) Nothing herein shall be deemed as requiring CITY to issue a physically separate license document for a COUNTY occupational

license. The CITY may, at its own discretion, elect to include an additional line item on its own occupational licenses simply referencing issuance of the COUNTY license in the proper class.

SECTION 3. OBLIGATIONS AND RESPONSIBILITIES OF COUNTY REGARDING TRANSFER OF ADMINISTRATIVE DUTIES TO CITY. The COUNTY shall provide to the CITY the following support and documentation in order to facilitate CITY'S assumption of the administrative duties described in Section 2, above:

(a) A list of all existing COUNTY occupational licensees as of the date of execution of this Agreement that are domiciled within the incorporated limits of CITY along with the addresses of such licensees. Such list may be supplied in either paper form or in electronic and/or digital form provided such electronic media shall meet the specifics described in Section 2(e), above.

(b) CITY shall be entitled to compensation for its performance of administrative duties under this Agreement, which compensation shall be comprised as follows:

(i) TWO and 50/100 DOLLARS ($2.50) for each new license or renewal;

(ii) THREE and NO/100 DOLLARS ($3.00) for each transfer or issuance of a duplicate occupational license;

(iii) all penalties collected in connection with delinquencies arising in connection with COUNTY occupational licenses.

Such compensation shall be deducted by the CITY from the total COUNTY occupational license tax receipts each month before remitting the balance of the occupational license tax proceeds to the Tax Collector.

In the event that a higher administrative expense fee schedule is implemented by virtue of subsequent agreement between the COUNTY and any one or more municipalities, then the fees paid to CITY under this Agreement shall automatically be increased to the same amount so that all participating municipalities shall be compensated at the same rates for each category of fees. Such revisions to the administrative fees paid hereunder shall be memorialized in the form of a letter of understanding signed by the appropriate officials of both Parties which letter of understanding shall be become a part of this Agreement upon its signing by the Parties. No other formal amendment to this Agreement shall be required to implement a change to the administrative fees provided; however, that only one (1) such change shall be permitted in any fiscal year.

SECTION 4. MISCELLANEOUS COVENANTS RELATING TO TRANSFER OF ADMINISTRATIVE DUTIES.

(a) Should administrative and transaction costs of the CITY relative to carrying out its duties hereunder increase beyond that contemplated by this Agreement, the basis of compensation to CITY may be revised once a year to take effect on the next October 1, by mutual agreement expressed as a formal amendment to this Agreement.

(b) In the event a COUNTY licensee elects to upgrade its license from an unregulated Class "A" to a regulated Class "B" license, the tax collected by the CITY shall be the incremental difference between the Class "A" and Class "B" tax established in the Ordinance.

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(c) CITY and COUNTY shall each use their best efforts to insure compatibility of their computer hardware and software systems, policies and procedures relating to occupational license issuance, related tax collections and enforcement and to cooperate in the sharing of information in connection therewith so as to allow each Party the ability to fully perform its obligations under this Agreement.

SECTION 5. DESIGNATED ADMINISTRATIVE AGENTS OF THE PARTIES AND NOTICE TO PARTIES. The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall also be responsible for all material actions, oversight, and coordination in the performance of this Agreement.

For City:

Richard W. Wells, Community Development Director
95 Triplet Lake Dr.
Casselberry, FL 32707
Tel: 407 262-7700 x 1110
Fax: 407 262-7763
E-mail: cdd.director@casselberry.org

For County:

Ray Valdes, Tax Collector by and through
Paul Warsicki, Assistant Tax Collector
1101 E. First Street
Sanford, FL. 32771
Tel: 407-665-7648
Fax: 407-665-7603
E-mail: Pwarsicki@seminoletax.org

Each Party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used

a record of confirmation of receipt of such transmission must be maintained. Notice to a Party shall be deemed received and effective three (3) days from the date of mailing or on the same day of transmission if sent by e-mail or facsimile. A copy of such notice shall be attached as an exhibit to this Agreement on and after the effective date of the change.

SECTION 6. INDEMNIFICATION AND INSURANCE. Each Party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that Party and its officers, employees, and agents thereof. The Parties further agree that nothing contained herein shall be construed or interpreted as denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; the consent of the State of Florida or its agents and agencies to be sued; or a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

SECTION 7. INSURANCE AND BONDING REQUIREMENTS. CITY AND COUNTY shall both be responsible for maintaining adequate insurance coverage against claims by third persons arising from the mishandling of occupational license issuance matters including wrongful denial thereof, other mishandling, malfeasance or misappropriation of moneys collected in connection therewith. Those persons employed by both Parties with responsibility for the collection, custody and disbursement of the public funds under this Agreement shall be bonded in an amount sufficient to cover foreseeable losses in connection with potential misappropriation of said funds.

BK0299PG0152

SECTION 8. ALTERNATIVE DISPUTE RESOLUTION. Any and all disputes arising hereunder shall be attempted to be resolved through a collaborative and mutually acceptable informal process with open discussions and a cooperative effort and the Parties shall exercise good faith in all efforts to resolve disputes without litigation. Whenever possible, disputes or disagreements as to the level of service and standards of performance shall be resolved at the lowest comparable levels between the CITY and the COUNTY. The first level of resolution will be the CITY'S Director of Finance and the Assistant Tax Collector of COUNTY in charge of occupational license tax matters. The next higher level of resolution will be the City Manager or Administrator and the Seminole County Tax Collector. The highest and final level of resolution will be the City Council/Commission and the Seminole County Board of County Commissioners. In the event that more formal dispute resolution processes become necessary, such matters shall be submitted for mediation, in which case the Parties shall engage a mutually acceptable, Florida Supreme Court certified mediator, the fees for which, if any, shall be shared equally by the Parties. In no event shall either CITY or COUNTY commence litigation unless and until all attempts at alternative dispute resolution as set forth herein have been exhausted.

SECTION 9. EQUAL OPPORTUNITY EMPLOYMENT. Both CITY and COUNTY shall assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Agreement.

SECTION 10. GOVERNING LAW. This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The Parties hereto and their employees, agents, vendors, and assigns shall comply with all applicable Federal, State, and local laws, codes and regulations relating to the performance of this Agreement.

SECTION 11. INTERPRETATIONS. In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a harmonious whole with a good faith effort to resolve any inconsistency. CITY and COUNTY agree to engage in positive and constructive communication to ensure that the positive collaboration occurs.

SECTION 12. FORCE MAJEURE. Notwithstanding any provisions of this Agreement to the contrary, the Parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, act of terrorism, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and which is beyond the control of the Parties.

SECTION 13. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. Except as expressly provided in Sections 3(b) and 5 of this Agreement, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

BK0299PG0154

SECTION 14. ASSIGNMENT/THIRD PARTY BENEFICIARIES.

(a) Neither COUNTY nor CITY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any third person or entity without the prior written consent of the other Party.

(b) There are no third party beneficiaries to this Agreement.

SECTION 15. BINDING EFFECT. Subject to the provisions of Section 14, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and the successors in interest, transferees and assigns of the Parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of either Party.

SECTION 16. PUBLIC RECORDS. The Parties shall allow public access to all documents, papers, letters, electronically/digitally stored records or other materials which have been made or received in conjunction with this Agreement, subject to exceptions of public records laws as set forth in the Florida Statutes, which records shall be maintained in accordance with records retention requirements of State law. The Parties shall maintain in their place of business any and all books, documents, papers and other evidence pertaining to work performed pursuant to this Agreement. Such records shall be available at the regular place of business for each Party at all reasonable times during the term of this Agreement and for so long as such records are maintained.

SECTION 17. CONFLICTS OF INTEREST. The Parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or

which would violate or cause others to violate the provisions or Part III, Chapter 112, Florida Statutes, relating to ethics in government.

SECTION 18. INDEPENDENT CONTRACTORS. The Parties are independent contractors and are not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Parties, their employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

SECTION 19. SEVERABILITY. Should any term of this Agreement be held to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the Parties, their successors and assigns.

SECTION 20. TERMINATION. This Agreement may be terminated by either Party for cause or for convenience upon ninety (90) days written notice to the other Party of such termination. In the event of termination by the COUNTY for convenience, the CITY shall be compensated for services performed to termination date in accordance with paragraph 3(b) hereof. If, after this adjustment, it is determined that an overpayment or underpayment has been made to either or both Parties, such error shall be promptly corrected and the difference paid or repaid to the proper Party. If notice is delivered by mail, it shall be deemed received three (3) days after mailing.

SECTION 21. HEADINGS. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction of interpretation hereof.

SECTION 22. EXHIBITS. Any exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement. Said exhibits may be substituted from time to time by the Parties to reflect changes in the matters covered by such exhibits as permitted under this Agreement.

SECTION 23. ENTIRE AGREEMENT. This Agreement states the entire understanding between the Parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

SECTION 24. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument for the purposes herein expressed.

ATTEST:

Thelma McPherson
THELMA MCPHERSON, City Clerk

CITY OF CASSELBERRY

By: Bruce A. Pronovost
BRUCE A. PRONOVOST, Mayor

Date: July 14, 2003

For the use and reliance of the
City of Casselberry, Florida only.

Approved as to form and legal sufficiency.

City Attorney

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: 3-14-03

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney (ASSISTANT)

AS/lpk
7/3/03
interlocal w Casselberry-occ lic

As authorized for execution
by the Board of County Commissioners
at their 12 March, 2003
regular meeting.

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF ALTAMONTE SPRINGS AND SEMINOLE COUNTY PROVIDING FOR TRANSFER OF ADMINISTRATIVE RESPONSIBILITIES RELATIVE TO COLLECTION AND ENFORCEMENT OF OCCUPATIONAL LICENSE TAXES

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 15th day of June, 2004, between the **CITY OF ALTAMONTE SPRINGS, FLORIDA,** whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701 (the "CITY") 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 and the CITY have heretofore entered into that certain Agreement Providing for Transfer of Administrative Responsibilities Relative to Collection and Enforcement of Occupational License Taxes (the "Agreement") dated and executed on 15th day of June, 2004; and

WHEREAS, the Legislature of the State of Florida enacted and the Governor signed into law Chapter 2006-152, Laws of Florida (the "Act"), wherein Chapter 205, Florida Statues was comprehensively revised changing the term "local occupational license tax" to "local business tax" and further replacing the issuance of occupational licenses with issuance of a "local business tax receipt" or "receipt"; and

WHEREAS, the COUNTY found it necessary to revise Chapter 45, Part I, Seminole County Code, which establishes and levies the COUNTY's occupational license taxes, in order to remain consistent with the

above referenced State legislation, which also affects the Agreement between the parties hereto; and

WHEREAS, the CITY and the COUNTY have mutually determined that amendments to the Agreement are necessary and desirable to conform the Agreement to the changes imposed by the Act, to assure continued consistency of each party's performance under the Agreement and better serve the needs of their citizenry and the public interest in general; and

WHEREAS, this First Amendment is authorized by Chapter 163, Part VI, Florida Statutes and Section 13 of the Agreement,

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

SECTION 1. Incorporation of Recitals. The foregoing recitals are true and correct, agreed upon by both parties hereto and form and integral part of this First Amendment and the Agreement.

Section 2. Substantive Amendments to Agreement. Sections 2, 3, 4, 5, 7, 8 and 17 of the Agreement are hereby amended to read as follows:

SECTION 2. DESCRIPTION OF TRANSFERRED ADMINISTRATIVE DUTIES AND RESPONSIBILITIES OF CITY. The COUNTY hereby designates and the CITY hereby accepts responsibility for the following duties and responsibilities:

(a) issuance of COUNTY ~~occupational licenses~~ local business tax receipts to new applicants and persons seeking ~~occupational license~~ renewals thereof whose businesses, professions and occupations are domiciled within the incorporated limits of CITY;

(b) collection of the ~~taxes~~ local business taxes related to issuance of the COUNTY ~~licenses~~ Receipts and remitting of such taxes to the COUNTY monthly provided; however, in the event that delinquency fees are still outstanding and uncollected against a particular ~~licensee~~ person or entity, the taxes on that account do not need to be remitted until all such amounts due and owing are collected;

(c) CITY shall follow all the requirements of the Ordinance, as amended, including particularly the rates and charges established for each class of ~~license~~ receipt, handling of delinquencies, issuance of half (1/2) year ~~licenses~~ receipt and inspection of other required licenses, certifications or registrations for persons seeking a Class "B" ~~occupational license~~ receipt relating to regulated businesses, professions or occupations as defined in the Ordinance.

(d) The City shall not allow refunds for previously ~~issued~~ paid COUNTY ~~occupational license taxes~~ local business taxes for any reason whatsoever; provided, however, refunds shall be expressly allowed in the event ~~a license~~ an application or renewal is denied for any reason or if a ~~license~~ receipt is issued as the result of clerical error.

(e) The CITY shall each month, commensurate with remitting ~~license taxes~~ local business taxes to COUNTY, provide to COUNTY the list of those persons issued a COUNTY ~~occupational license~~ receipt, including renewals thereof, and taxes collected in connection therewith during the immediately preceding month. Such list may be provided in either paper form or in electronic and/or digital medium deemed compatible with the public records laws of the State of Florida, including particularly Chapter 1B-26, Florida Administrative

Code, or successor provisions relating to minimum standards of long term readability and legibility for electronically stored public records.

(f) Nothing herein shall be deemed as requiring CITY to issue a physically separate ~~license~~ document for a COUNTY ~~occupational license~~ local business tax receipt. The CITY may, at its own discretion, elect to include an additional line item on its own ~~occupational licenses~~ receipt simply referencing issuance of the COUNTY ~~license~~ receipt in the proper class.

SECTION 3. OBLIGATIONS AND RESPONSIBILITIES OF COUNTY REGARDING TRANSFER OF ADMINISTRATIVE DUTIES TO CITY. The COUNTY ~~shall~~ has provided to the CITY the following support and documentation in order to facilitate CITY'S assumption of the administrative duties described in Section 2, above:

(a) A list of all existing COUNTY occupational licensees as of the date of execution of this Agreement that are domiciled within the incorporated limits of CITY along with the addresses of such licensees. Such list may be supplied in either paper form or in electronic and/or digital form provided such electronic media shall meet the specifics described in Section 2(e), above.

(b) CITY shall be entitled to compensation for its performance of administrative duties under this Agreement, which compensation shall be comprised as follows:

~~(1)~~ (i) TWO and 50/100 DOLLARS ($2.50) for each new ~~license~~ local business tax receipt or renewal; provided, however, that no compensation will be paid for ~~occupational licenses~~ receipts issued

at no cost to entities or persons by virtue of specific ~~occupational license tax~~ local business tax exemptions granted by Chapter 205, Florida Statutes.

~~(2)~~ (ii) THREE and NO/100 DOLLARS ($3.00) for each transfer or issuance of a duplicate ~~occupational license~~ receipt;

~~(3)~~ (iii) all penalties collected in connection with delinquencies arising in connection with COUNTY ~~occupational licenses~~ local business tax receipt. Such compensation shall be deducted by the CITY from the total COUNTY ~~occupational license tax receipts~~ local business tax receipts each month before remitting the balance of the ~~occupational license~~ local business tax proceeds to the Tax Collector.

In the event that a higher administrative expense fee schedule is implemented by virtue of subsequent agreement between the COUNTY and any one or more municipalities, then the fees paid to CITY under this Agreement shall automatically be increased to the same amount so that all participating municipalities shall be compensated at the same rates for each category of fees. Such revisions to the administrative fees paid hereunder shall be memorialized in the form of a letter of understanding signed by the appropriate officials of both Parties which letter of understanding shall be become a part of this Agreement upon its signing by the Parties. No other formal amendment to this Agreement shall be required to implement a change to the administrative fees provided; however, that only one (1) such change shall be permitted in any fiscal year.

SECTION 4. MISCELLANEOUS COVENANTS RELATING TO TRANSFER OF ADMINISTRATIVE DUTIES.

(a) Should administrative and transaction costs of the CITY relative to carrying out its duties hereunder increase beyond that contemplated by this Agreement, the basis of compensation to CITY may be revised once a year to take effect on the next October 1, by mutual agreement expressed as a formal amendment to this Agreement.

(b) In the event a COUNTY ~~licensee~~ receipt holder elects to upgrade its ~~license~~ receipt from an unregulated Class "A" to a regulated Class "B" ~~license~~ receipt, the ~~tax~~ local business tax collected by the CITY shall be the incremental difference between the Class "A" and Class "B" tax established in the Ordinance.

(c) CITY and COUNTY shall each use their best efforts to insure compatibility of their computer hardware and software systems, policies and procedures relating to ~~occupational license~~ local business tax receipt issuance, related tax collections and enforcement and to cooperate in the sharing of information in connection therewith so as to allow each Party the ability to fully perform its obligations under this Agreement.

SECTION 5. DESIGNATED ADMINISTRATIVE AGENTS OF THE PARTIES AND NOTICE TO PARTIES. The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall also be responsible for all material actions, oversight, and coordination in the performance of this Agreement.

For City:

Patsy Wainwright
225 Newburyport Avenue
Altamonte Springs, FL 32701
Tel: 407 571-8122
Fax: 407 571-8123

For County:

Ray Valdes, Tax Collector by and through
~~Paul Warsicki, Assistant Tax Collector~~
Lynda Hedrick, Tax Manager
1101 E. First Street
Sanford, FL. 32771
Tel: ~~407-665-7648~~ 407-665-7635
Fax: 407-665-7603
E-mail: ~~Pwarsicki@seminoletax.org~~ lhedrick@seminoletax.org

Each Party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used a record of confirmation of receipt of such transmission must be maintained. Notice to a Party shall be deemed received and effective three (3) days from the date of mailing or on the same day of transmission if sent by e-mail or facsimile. A copy of such notice shall be attached as an exhibit to this Agreement on and after the effective date of the change.

SECTION 7. INSURANCE AND BONDING REQUIREMENTS. CITY AND COUNTY shall both be responsible for maintaining adequate insurance coverage against claims by third persons arising from the mishandling of ~~occupational license~~ local business tax receipt issuance matters including wrongful denial thereof, other mishandling, malfeasance or misappropriation of moneys collected in connection therewith. Those persons employed by both Parties with responsibility for the collection, custody and disbursement of the public funds under this Agreement shall be bonded in an amount sufficient to cover foreseeable losses in connection with potential misappropriation of said funds.

SECTION 8. ALTERNATIVE DISPUTE RESOLUTION. Any and all disputes arising hereunder shall be attempted to be resolved through a collaborative and mutually acceptable informal process with open discussions and a cooperative effort and the Parties shall exercise good faith in all efforts to resolve disputes without litigation. Whenever possible, disputes or disagreements as to the level of service and standards of performance shall be resolved at the lowest comparable levels between the CITY and the COUNTY. The first level of resolution will be the CITY'S Director of Finance and the ~~Assistant~~ Tax Manager assigned by the Tax Collector of COUNTY in charge of ~~occupational license tax~~ local business tax matters. The next higher level of resolution will be the City Manager or Administrator and the Seminole County Tax Collector. The highest and final level of resolution will be the City Council/Commission and the Seminole County Board of County Commissioners. In the event that more formal dispute resolution processes become necessary, such matters shall be submitted for mediation, in which case the Parties shall engage a mutually acceptable, Florida Supreme Court certified mediator, the fees for which, if any, shall be shared equally by the Parties. In no event shall either CITY or COUNTY commence litigation unless and until all attempts at alternative dispute resolution as set forth herein have been exhausted.

SECTION 17. CONFLICTS OF INTEREST. The Parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions or Part III, Chapter 112, Florida Statutes, relating to ethics in government or

section 216.347, Florida Statutes, prohibiting the use of funds derived hereunder from being used to lobby the Legislature or other State or Federal agency and Section 220.115, Seminole County Code, relating to ethics violations involving COUNTY personnel.

Section 3. Effect of this First Amendment on the Agreement. All other sections of the Agreement not expressly amended by this First Amendment shall remain in full force and effect. Upon execution of this First Amendment by both parties, it shall become and integral part of the entire Agreement between the parties.

Section 4. Counterparts. This First Amendment may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 5. Effective Date. This First Amendment shall become effective at 12:01 a.m. on January 1, 2007.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument for the purposes herein expressed.

ATTEST:

Patsy Wainwright
PATSY WAINWRIGHT, City Clerk

CITY OF ALTAMONTE SPRINGS

By: Russel Hauck
RUSSEL HAUCK, Mayor

Date: 10/26/06

Approved as to form and legality
For the use and reliance of the
City of Altamonte Springs, Florida only.

SKIP FOWLER, City Attorney

ALTAMONTE SPRINGS INCORPORATED 1920 SEMINOLE COUNTY, FLORIDA

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

_____
County Attorney

AWS/lpk
7/21/06 8/10/06
occ lic agt am-Altamonte

Attachment:
Exhibit "A" - Agreement Between the City of Altamonte Springs and Seminole County Providing for Transfer of Administrative Responsibilities Relative to Collection and Enforcement of Occupational License Taxes dated June 15, 2004

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Request to Schedule (2)Public Hearing dates for the adoption of the FY 07/08 Budget

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: **CONTACT:** Lin Polk **EXT:**

MOTION/RECOMMENDATION:
Authorize scheduling and advertising two (2) 7:00 P.M. Public Hearing dates: First Public Hearing to be held on Wednesday, September 12, 2007 at 7:00 P.M. and the Second Public Hearing to be held on Tuesday, September 25, 2007 at 7:00 P.M. for the adoption of the tentative and final millage rates for the FY 07/08 Budget. (Lin Polk)

County-wide

BACKGROUND:
Pursuant to Section 200.065, Florida Statutes, a taxing authority must hold two public hearings to adopt the budget and millage rates. Advertisement for the first public hearing is by mail, included in the "Notice of Proposed Property Taxes". Advertisement for the second public hearing is by newspaper. The hearings are required to be held on any weekday after 5 p.m. or on Saturday. The Board of County Commissioners ("BCC") is prohibited from scheduling its hearings on the same day as the Seminole County School Board's budget hearings; and the dates scheduled by the BCC and School Board cannot be utilized by any other taxing authority within the County. The School Board's public hearing is to be held on September 11, 2007, the date of the BCC's regularly scheduled meeting. The following dates and times are requested for the BCC's public hearings: First Public Hearing, Wednesday, September 12, 2007 at 7:00 p.m. • Second Public Hearing, Tuesday, September 25, 2007 at 7:00 p.m.

STAFF RECOMMENDATION:
Staff recommends BCC approval to schedule two (2) public hearings for the adoption of the tentative and final millage rates and budget for FY 20007/08: First Public Hearing, Wednesday, September 12, 2007 at 7:00 p.m. and Second Public Hearing, Tuesday, September 25, 2007 at 7:00 p.m.

ATTACHMENTS:

Reviewed By:
☑ County Attorney Review (Arnold Schneider)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Request to Schedule and Advertise a Public Hearing for the Mid-Year Budget Amendment FY 06/07

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: **CONTACT:** Lin Polk **EXT:**

MOTION/RECOMMENDATION:
Authorize scheduling and advertising a Public Hearing on May 8, 2007 at 1:30 P.M. to amend the FY 06/07 Budget for annual Mid-Year adjustments. (Lin Polk)

County-wide

BACKGROUND:
Staff requests authorization to advertise and schedule a public hearing for the purpose of reconciling actual fund balances as of September 30, 2006, for the close of the County's fiscal year 2005/06, to reconcile carryforward project amounts to actual results and various other requested operational adjustments.

The estimated date is May 8, 2007 at 1:30 p.m.

STAFF RECOMMENDATION:
Staff recommends BCC approval to schedule and advertise a public hearing to amend the FY 2006/07 Budget for annual Mid-Year adjustments on May 8, 2007 at 1:30 p.m.

ATTACHMENTS:

Reviewed By:
☑ County Attorney Review (Arnold Schneider)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Interlocal Agreement for Right-of-Way and Median Landscape Maintenance with City of Oviedo

DEPARTMENT: Leisure Services **DIVISION:** Parks and Recreation

AUTHORIZED BY: **CONTACT:** Joe Gasparini **EXT:**

MOTION/RECOMMENDATION:
Approve and authorize Chairman to execute the Interlocal Agreement with the City of Oviedo to provide roadway landscape median and right-of-way maintenance on those segments of County Road 419 and 426 within the City's corporate limits.

District 1 Bob Dallari

BACKGROUND:

The City of Oviedo desires to increase the level of service to the landscaped maintenance within the right-of-way and medians of County Roads 419 & 426 within their City's corporate limits. The LOS increases to include replacement of dying plant materials in these corridors with no additional cost to the County.The County will reimburse the City for the current County standard of 37 cycles of landscape right-of-way maintenance. The City Council of Oviedo approved an Interlocal Agreement for Right-of-way and Median Maintenance on County Roads 419 and 426 at their February 19, 2007 regular meeting. Either Party may terminate this Agreement upon written 90 day notice. Services payable to the City will be pro-rated based on termination date of Agreement.

STAFF RECOMMENDATION:

Staff recommends approval of this agreement for the City of Oviedo for these segments of 419 & 426 as described in the agreement to provide enhanced median and road right-of-way landscape maintenance.

ATTACHMENTS:

1. Interlocal Agreement-Oviedo SR 419 426.pdf

Reviewed By:
☑ County Attorney Review (Ann Colby)

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

DEPARTMENT OF LIBRARY & LEISURE SERVICES
PARKS & RECREATION DIVISION

1/31/07

Susan Sheikh
Public Works/Engineering
City of Oviedo
400 Alexandria Blvd.
Oviedo, FL 32765

Re: Oviedo Interlocal Agreement

Ms. Sheikh,

Enclosed, please find the County Attorney's final revision of the Interlocal agreement between Seminole County and the City of Oviedo.

Please do not hesitate to contact my office if you have any questions or concerns.

Respectfully,

Bryan Nipe
Program Manager

Cc. J. Beach, J. Gasparini, J. Russell

264 West North Street Altamonte Springs, FL 32714-2406 Telephone: 407-788-0609 Fax: 788-7790

The City of
Oviedo
FLORIDA

400 ALEXANDRIA BOULEVARD • OVIEDO, FLORIDA 32765

February 22, 2007

Mr. Bryan Nipe, Program Manager
Department of Library & Leisure Services
Parks & Recreation Division
264 West North Street
Altamonte Springs, FL 32714

Dear Bryan:

Per our conversation of today, City Council approved the Interlocal Agreement for Right-of-Way and Median Maintenance on County Roads 419 and 426 at their February 19, 2006 regular meeting.

Enclosed are **two signed originals** of that agreement, along with a copy of Resolution 1538-07.

Please provide **one fully executed document** to me as soon as the agreement has been approved by the BCC and signed by the Chairman. If you have any questions, please feel free to contact me.

Sincerely,

Susan Sheikh
Contract Manager
Public Works

INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CITY OF OVIEDO RELATING TO RIGHT-OF-WAY AND MEDIAN MAINTENANCE OF COUNTY ROAD 419 AND COUNTY ROAD 426 WITHIN THE CITY OF OVIEDO CORPORATE LIMITS

THIS INTERLOCAL AGREEMENT, is made and entered into this ___ day of _____, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereafter referred to as the "COUNTY") and the **CITY OF OVIEDO**, a Florida municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765 (hereafter referred to as "CITY").

W I T N E S S E T H:

WHEREAS, County Roads 419 and 426 are COUNTY roads partially located in the CITY limits which are of significant interest and concern to the citizens of CITY and COUNTY; and

WHEREAS, CITY desires to increase the level of service specific to the landscaped maintenance within the right-of-way and medians of County Roads 419 and 426 within the CITY's corporate limits; and

WHEREAS, the increased level of service will continue to contribute to the general health, safety and welfare of the residents of CITY and COUNTY; and

WHEREAS, CITY and COUNTY have worked together in a cooperative manner relating to County Roads 419 and 426 and desire to continue to mutually cooperate with each other in order to enhance the quality of life of the citizens of CITY and COUNTY.

NOW, THEREFORE, in consideration of the promises, covenants and commitments contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged as to both parties, the parties agree as follows:

SECTION 1. PURPOSE OF THIS AGREEMENT The purpose of this Agreement is to provide for landscape and maintenance on those segments of County Road 419 and 426 within CITY's corporate limits.

SECTION 2. TERM. This Interlocal Agreement shall become effective upon execution by both the Governing Bodies of COUNTY and CITY, and shall remain in effect until terminated by either party in accordance with Section 5 below.

SECTION 3. CITY'S OBLIGATIONS. Throughout the term of this Agreement, CITY shall:

(a) Be solely responsible for providing all necessary functional and aesthetic maintenance of the landscape within the roadway segment specified above, including, but not limited to, watering, mowing, edging, string weed-eating, fertilizing, litter removal, aesthetic appearance, and replacement and sustainable care of plantings. CITY shall complete at least eight (8) maintenance cycles per year for the right-of-way areas on County Road 426 from Kimball Street to Van Arsdale Street and County Road 419 from State Road 434 to Lockwood Road (shoulders only). CITY shall complete at least thirty-three (33) cycles per year within the median (turf and beds) and right-of-way along County Road 419 between Lockwood Road and Snow

Hill Road and the first two (2) medians to the northwest of Lockwood on County Road 419.

(b) Submit yearly billings including appropriate supporting documentation, including but not limited to invoices and work orders showing the work performed during the fiscal year (based on a fiscal year beginning October 1st) in each of the following road sections:

(1) Along County Road 426 from Kimball Street to Van Arsdale Street; and

(2) Along County Road 419 from State Road 434 to Snow Hill Road.

SECTION 4. COUNTY's OBLIGATIONS. During the term of this Agreement, COUNTY shall, subsequent to the completion of landscape construction by CITY and each year thereafter, upon billing (including appropriate supporting documentation demonstrating compliance with the service levels specified in Section 3 above) pay CITY based upon the following annual amounts:

(a) **Rough-Cut Mowing and Ground Maintenance Contract No. RFP-600006-06/GMG**

County Road 426:	
Small Cut Mowing from Kimball Street to Van Arsdale Street	$1,272.00
County Road 419:	
Small Cut Mowing from SR 434 to Lockwood Rd.	$1,757.84

(b) **Landscape Maintenance Contract No. RFP-600094-06/GMG**

County Road 419:
Medians and right-of-way from Lockwood

Road to Snow Hill Road; First two (2)medians to the northwest of Lockwood on County Road 419	$69,806.55

The foregoing amounts are based upon COUNTY's current Rough-Cut Mowing and Grounds Maintenance Contract, and Landscape Maintenance Contract, as described in Section 4(a) and (b) above (the "Contracts"), which were competitively bid and awarded separately. During the term of the existing Contracts, the amount payable to CITY shall remain fixed. Thereafter, the amount payable to CITY shall automatically be adjusted to reflect the amount of the then current Contracts as bid and awarded by COUNTY. The intent of the parties is that COUNTY will pay CITY the same amount for the same level of service that COUNTY's then current competitively bid Contracts provides for. COUNTY shall provide CITY with written notice whenever there is a change in the pricing schedule and this Agreement shall be automatically amended accordingly.

SECTION 5. TERMINATION. Either party may terminate this Agreement, with or without cause, upon written notice provided at least ninety (90) days before the date of termination. In the event of termination, the amount payable to CITY for services provided since the last payment shall be pro-rated based upon the amount of time since the last payment.

SECTION 6. ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written approval of the other.

SECTION 7. PUBLIC RECORDS. The parties shall allow public access to all documents, papers, letters, or other materials which have been made or received by the parties in conjunction with this Agreement in compliance with the Florida Public Records Law.

SECTION 8. RECORDS AND AUDITS. The parties shall maintain any and all records, documents, papers, and other evidence pertaining to the work performed under this Agreement. Such records shall be available at reasonable times and places during the term of this Agreement and for so long as such records are maintained thereafter. Records shall be maintained in accordance with State law, including but not limited to Chapter 119, Florida Statutes, and generally accepted accounting and auditing principles.

SECTION 9. NOTICES.

(a) Whenever either party desires to give notice to the other, notice may be sent to:

For COUNTY:

County Manager
Seminole County Services Building
1101 E. First Street
Sanford, FL 32771

With copies to:

Public Works Director
520 Lake Mary Blvd., Suite 200
Sanford, FL 32773

Library and Leisure Services Director
1101 E. First Street
Sanford, FL 32771

For CITY:

City Manager
400 Alexandria Blvd.
Oviedo, FL 32765

(b) Either of the parties may change the addresses or person for receipt of notices or receipt of invoices by written notice as provided herein. All notices shall be effective upon receipt.

SECTION 10. LIABILITY.

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

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

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

SECTION 11. HEADINGS. All sections and description headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation of this Agreement.

SECTION 12. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of

this Agreement and may not be modified or amended except by written instrument equal in dignity to this Agreement, and executed by the parties to be bound by the amendment to the Agreement.

SECTION 13. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

SECTION 14. CONFLICTS. All Agreements or parts of Agreements in conflict with any of the provisions of this Agreement are hereby repealed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year written below.

ATTEST:

Barbara J. Barbour
BARBARA BARBOUR, City Clerk

CITY OF OVIEDO

Thomas G. Walters
THOMAS G. WALTERS, Mayor

Date: 2/19/07

Approved as to form and
Legal sufficiency.

Barbara K. Ambrose
City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

S. Sherkh
PW

RESOLUTION NO. 1538-07

A RESOLUTION OF THE CITY OF OVIEDO, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH SEMINOLE COUNTY, FLORIDA FOR RIGHT-OF-WAY AND MEDIAN MAINTENANCE ON COUNTY ROAD 419 AND COUNTY ROAD 426 THAT LIE WITHIN THE CORPORATE LIMITS OF THE CITY OF OVIEDO; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, County Roads 419 and 426 which are the maintenance responsibility of Seminole County that are partially located in the City of Oviedo require ongoing landscaped maintenance within the right-of-ways and medians; and

WHEREAS, the City wishes to increase the level of service specific to the landscaped maintenance within the right-of-way and medians of these roadways within the City's corporate limits; and

WHEREAS, the increased level of service will continue to contribute to the general health, safety and welfare of the residents of the City of Oviedo; and

WHEREAS, the City and the County have reached a mutual agreement regarding the right-of-way and median maintenance of County Road 419 and 426 within the corporate limits of the City of Oviedo.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVIEDO, FLORIDA, AS FOLLOWS:

SECTION 1. The City Council authorizes the execution of an inter-local agreement between Seminole County and the City of Oviedo relating to right-of-way and median maintenance on County Roads 419 and 426 that lie within the corporate limits of the City of Oviedo.

SECTION 2. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 3. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section of part of this Resolution.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon its passage by the City Council of the City of Oviedo, Florida.

PASSED AND ADOPTED THIS 19th Day of February, 2007 A. D.

THOMAS G. WALTERS
MAYOR of the City of Oviedo, Florida

ATTEST:

BARBARA J. BARBOUR
CITY CLERK

CITY OF OVIEDO, FLORIDA
SEAL

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Second Amended Resolution of Necessity relating to the County Road 15 road improvement project

DEPARTMENT: County Attorney's Office **DIVISION:**

AUTHORIZED BY: **CONTACT:** Sharon Sharrer **EXT:**

MOTION/RECOMMENDATION:
Property Acquisition
Adopt Second Amended Resolution of Necessity relating to the County Road 15 road improvement project. The project extends from S.R. 46 to Orange Boulevard (1.15 miles).

District 5 Brenda Carey

BACKGROUND:
see attached

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Second Amended RON CR-15.pdf

Reviewed By:

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

To: Board of County Commissioners

From: Matthew G. Minter, Deputy County Attorney
Ext. 5736

Concur: Pam Hastings, Administrative Manager/Public Works Department
David V. Nichols, Principal Engineer/Engineering Division 3-14-07

Date: March 15, 2007

Subject: Second Amended Resolution of Necessity
County Road 15

Due to the revision of the legal description for Parcel Nos. 100A, 100B, 106, 706, 111, 112, 712, 718, 123, 125, 125A, 132, 135, 736, 139, 739, 745, 148, and 748 needed for the referenced road project, this Second Amended Resolution of Necessity is submitted for approval by the Board of County Commissioners.

With the exception of Parcel 718, (which is being acquired by voluntary purchase) these revisions do not change the size/area of the acquisition parcels.

MGM/lpk

Attachment
Second Amended Resolution of Necessity

RESOLUTION NO. ____R-___ **SEMINOLE COUNTY, FLORIDA**

SECOND AMENDED RESOLUTION OF NECESSITY
(COUNTY ROAD 15 ROAD IMPROVEMENT PROJECT)

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT ITS REGULARLY SCHEDULED MEETING OF _____, 2007.

WHEREAS, the Board of County Commissioners of Seminole County desires to accomplish and implement sound transportation planning and provide a sound transportation system in Seminole County for the benefit of the citizens of Seminole County; and

WHEREAS, the safe, efficient and uninterrupted transportation of people and property from place to place on the County Road System of Seminole County is a matter of great concern to the people of the County and is necessary to ensure the smooth operation of commerce and other activities within Seminole County; and

WHEREAS, the constitutional home rule powers of Seminole County, the Florida Transportation Code as listed in Section 334.01, Florida Statutes and other applicable law including, but not limited to, Chapter 125, Florida Statutes, invest authority over the County road system of Seminole County in the County; and

WHEREAS, the elimination of safety hazards in existing and future transportation facilities within Seminole County is of utmost concern and permits the full utilization of such facilities by the traveling public; and

WHEREAS, it is necessary, beneficial and desirable that any transportation facility in developed or developing areas of the County has an adequate right-of-way in order to accommodate the roadway and its appurtenant facilities to decrease the likelihood of accidents and to increase the safety of travel within and upon such facilities; and

WHEREAS, County Road 15 (C-15) from S.R. 46 to Orange Boulevard (1.15 miles), hereinafter "C-15 project," is an existing roadway in the County road system that traverses a developing area with a high volume of traffic; and

WHEREAS, this Second Amended Resolution of Necessity is necessary to amend Resolution of Necessity Number 2006-R-114, that was approved and adopted by the Board of County Commissioners of Seminole County on May 9, 2006, and the First Supplemental and First Amended Resolution of Necessity Number 2006-R-271, approved and adopted by the Board of County Commissioners of Seminole County on December 12, 2006, both of which pertain to certain parcels to be acquired for C-15 road improvements; and

WHEREAS, the existing right-of-way along the proposed roadway is inadequate for proper utilization by current and projected vehicular traffic volumes. Additional traffic lanes and improved drainage facilities are necessary to reduce safety hazards and improve traffic flow. The property hereinafter described is being acquired for use as right-of-way for new sections of roadway, additional traffic lanes and improved drainage

facilities on C-15 to be used by the public in general. Said property hereinafter described is necessary for roadways, rights-of-way, drainage facilities, construction easements and related facilities for the use of the general public including, but not limited to, rights-of-way, drainage facilities and other roadway improvements; and

WHEREAS, Seminole County has heretofore caused the roadway's area of construction to be located and surveyed and has caused a right-of-way map for the section of the C-15 project hereinabove described to be prepared, based upon and incorporating the survey and location data; and

WHEREAS, modified or revised legal descriptions of certain properties needed for the said C-15 project have been prepared based upon the aforementioned survey and location data and the right-of-way map; and

WHEREAS, the Board of County Commissioners of Seminole County desires to adopt a Second Amended Resolution of Necessity for the C-15 project to modify or revise the legal descriptions for parcels identified herein needed for the C-15 project; and

WHEREAS, the Board of County Commissioners of Seminole County desires to utilize the provisions of Florida law to the fullest extent possible in order to accomplish the public purpose of acquiring necessary parcels of real property at prices that are both fair to property owners and prudent in terms of spending the tax revenues and other public funds which fund the transportation projects of the County; and

WHEREAS, the Board of County Commissioners of Seminole County hereby determines that the actions taken herein are consistent with the goals, policies and objectives of the Seminole County Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA;

Section 1. The above recitals are adopted as findings and incorporated into the text of this Resolution.

Section 2. It is necessary, serves a County and public purpose, and is in the best interests of the citizens of Seminole County and the traveling public to widen the road and improve the appurtenant drainage facilities on or relating to the C-15 project in order to enhance public transportation within Seminole County, to alleviate traffic congestion and to increase the safety of travel along said road.

Section 3. That the acquisition of the property described in Exhibit "A" attached hereto consisting of 24 pages and identified as Exhibit "A", 000001-000024, is hereby ratified and confirmed and found to be necessary for said improvements to the extent of the estate or interest set forth as a part of each parcel's description. The Board of County Commissioners of Seminole County hereby finds and determines that the acquisition of these parcels serves a County and public purpose.

Section 4. The estates or interests sought to be condemned by these proceedings designated as Parcel Nos. 100A, 100B, 106, 111, 112, 123, 125, 125A, 132, 135, 139, and 148 are to be acquired in fee simple for road construction and related purposes all being associated with roadway improvements for the C-15 project.

Section 5. The interests sought to be condemned designated as Parcel Nos. 706, 712, 718, 736, 739, 745, and 748 are temporary construction easements. The County's use of these parcels is for the purposes of (1) constructing roadway and drainage improvements within public rights-of-way; (2) constructing or modifying driveways, walls, and other structures affected by the roadway construction but which

are not within the public rights-of-way; (3) storage and marshalling of equipment and materials during the roadway construction project, and (4) demolishing or clearing any structures, improvements or other features required to be removed in order to construct the roadway and drainage improvements, with full authority to enter upon, grade, regrade, excavate or otherwise construct such improvements as may agreed upon by County and the property owner, provided however, that County shall, at the end of the term of this easement, return the premises to the condition existing immediately before County began use of the premises, any improvements or alterations agreed to by the property owner and ordinary wear and tear excepted. County's rights under this easement shall commence on the day the easement rights are vested in the County through agreement or court order, and end five (5) years after that date.

Section 6. The County Engineer or his designee is hereby delegated the authority to amend the construction plans for the C-15 project and is authorized to bind the County to construct the C-15 project in accordance with the construction plans as amended from time to time. This authority shall encompass any change considered necessary in the discretion of the County Engineer or his designee, with the exception of changes in the typical section or alignment approved by the Board of County Commissioners of Seminole County.

Section 7. That the County Attorney's Office is hereby authorized and directed to institute a suit or suits in the name of Seminole County and fully exercise Seminole County's power of eminent domain for the purpose of acquiring the parcels described in Exhibit "A" attached hereto to the extent of the estate or interest set forth as a part of each parcel's description and is further authorized and directed to do all things

necessary to prosecute such suit or suits to final judgment by settlement or adjudication. In pursuit of such authorization and direction, the County Attorney's Office is specifically authorized to sign and file a Declaration of Taking so that Seminole County may avail itself of the provisions of Chapter 74, Florida Statutes, and is further authorized to accomplish the acquisition of each parcel by settlement and compromise at such terms that it may deem advisable under the circumstances of the litigation in those instances where same can be effected in accordance with any terms, conditions and limitations as established from time to time by the Board of County Commissioners of Seminole County. The County Attorney's Office is authorized and directed to utilize and assert any and all constitutional and statutory authority of Seminole County and the Board of County Commissioners of Seminole County relative to the acquisition of the subject parcels including, but not limited to, the provisions of Chapters 73, 74, 127, and 332, Florida Statutes, as well as the provisions of the Florida Transportation Code referred to in the recitals to this Second Amended Resolution.

Section 8. Prior to the institution of any suits filed by the County Attorney's Office, the County Attorney or his designee is authorized to negotiate for the purchase and sale of any of the property described in Exhibit "A" at a value consistent with the authority granted by the Board of County Commissioners of Seminole County and to bring back for execution by the Chairman or, in his absence, the Vice Chairman, without further Board action, the Agreement to consummate the sale to Seminole County.

Section 9. This Resolution amends Resolution of Necessity Number 2006-R-114 and the First Supplemental and First Amended Resolution of Necessity Number 2006-R-271 by amending the legal descriptions for Parcel Nos. 100A, 100B, 106, 706,

111, 112, 712, 718, 123, 125, 125A, 132, 135, 736, 139, 739, 745, 148, and 748. All legal descriptions being attached hereto as Exhibit "A". The remaining provisions of Resolution of Necessity Number 2006-R-114 and the First Supplemental and First Amended Resolution of Necessity Number 2006-R-271 are hereby ratified and affirmed.

ADOPTED this _____ day of_____, 200___.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

MGM/lpk
2/21/07

Attachment:
Exhibit A – legal descriptions 000001-0000024

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EXHIBIT A

R/W Project: County Road 15
R/W Parcel: 100
Title Search #: 100
Fee Simple

PART A

AREA BY ORDER OF DEVELOPMENT RECORDED IN OFFICIAL RECORDS BOOK 4069, PAGE 851, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

That portion of Lot K, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida as described in Official Records Book 3605, Page 554, Public Records of Seminole County, Florida LESS that portion described in Official Records Book 4316, Page 1707, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot K, W. Beardall's Map of St. Joseph's; thence South 00°08'32" East, along the West line of said Lot K, a distance of 307.30 feet; thence departing said West lot line, North 89°58'30" East, a distance of 631.42 feet to the Westerly maintained right-of-way line of County Road 15, according to Map Book 3, Page 8, Public Records of Seminole County, Florida; thence along said Westerly maintained right-of-way line the following (2) two courses and distances; South 01°18'16" East, a distance of 79.43 feet; South 00°37'01" East, a distance of 14.49 feet for a **POINT OF BEGINNING**; thence continue South 00°37'01" East, along said Westerly maintained right-of-way line, a distance of 85.50 feet; thence continue along said Westerly maintained right-of-way line, South 00°26'10" West, a distance of 106.00 feet to the Westerly existing right of way line of County Road 15, according to Official Record Book 2411, Pages 29-31, Public Records of Seminole County, Florida; thence departing said Westerly maintained right of way line, run along said Westerly existing right-of-way line the following (2) two courses and distances; South 02°05'33" East, a distance of 48.03 feet, South 00°09'03" East, a distance of 44.67 feet to the Northerly existing right-of-way line of State Road 46; thence departing said Westerly existing right-of-way line, North 88°14'52" West, along said Northerly existing right-of-way line, a distance of 24.83 feet to a point lying 50 feet westerly, as measured at right angles, from the East line of the Northwest quarter of Section 28, Township 19 South, Range 30 East, Seminole County, Florida; thence departing said Northerly right-of-way line, North 00°09'31" West, and parallel with said East line, a distance of 283.39 feet; thence North 89°58'30" East, a distance of 23.62 feet to the **POINT OF BEGINNING.**

Containing 6817 square feet more or less.

And Also:

PART B

R/W Project: County Road 15
R/W Parcel: 100
Title Search #: 100
Fee Simple

That portion of Lot K, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida as described in Official Records Book 3605, Page 554, Public Records of Seminole County, Florida LESS that portion described in Official Records Book 4316, Page 1707, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot K, W. Beardall's Map of St. Joseph's; thence South 00°08'32" East, along the West line of said Lot K, a distance of 307.30 feet; thence departing said West lot line, North 89°58'30" East, a distance of 631.42 feet to the Westerly maintained right-of-way line of County Road 15, according to Map Book 3, Page 8, Public Records of Seminole County, Florida; thence along said Westerly maintained right-of-way line the following (2) two courses and distances; South 01°18'16" East, a distance of 79.43 feet; South 00°37'01" East, a distance of 14.49 feet; thence departing said Westerly maintained right-of-way line, South 89°58'30" West, a distance of 23.62 feet to a point lying 50 feet westerly, as measured at right angles, from the East line of the Northwest quarter of Section 28, Township 19 South, Range 30 East, Seminole County, Florida for a **POINT OF BEGINNING**; thence South 00°09'31" East, and parallel with said East line, a distance of 283.39 feet to the Northerly existing right-of-way line of State Road 46; thence North 88°14'52" West, along said Northerly existing right-of-way line, a distance of 16.51 feet; thence departing said Northerly right-of-way line, North 00°09'31" West, a distance of 282.88 feet; thence North 89°58'30" East, a distance of 16.50 feet to the **POINT OF BEGINNING.**

Containing 4672 square feet more or less.

Containing in the aggregate 11,489 square feet, more or less.

Subject to: Blanket Drainage Agreement by and between West Lake Super Center Partners Ltd. and the Florida Department of Transportation per Official Records Book 4088, Page 321

10' Utility Easement from West Lake Super Center to Florida Power and Light Company per Official Records Book 5042, Page 1530

An unrecorded 10' Utility Easement dated August 28, 2000 from West Lake Super Center Partners, Ltd. To Florida Public Utilities Company

For Sketch of Description see Sheet 4 of 13 of Right-of-Way map.

R/W Project: County Road 15
R/W Parcel: 100
Title Search #: 100
Fee Simple

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 725 is true, accurate, and were prepared under my direction and is based upon the Right of Way maps for C.R. 15(Upsala Road) as prepared by Walter J. Smith, Professional Surveyor and Mapper No. 4807, Dated July 29, 2006.

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61g17-6, F.A.C.

John F. Cheney
Professional Surveyor and Mapper No. 4286
Bowyer-Singleton & Associates, Inc.
520 S. Magnolia Avenue, Orlando, Florida 32801

Date: 12/11/06

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A SURVEY

EXHIBIT A

R/W Project: County Road 15
R/W Parcel: 106
Title Search #: 123
Fee Simple

That portion of Lots 19 and 20 and the North 10 feet of Lot 18, A.J. Peterson Subdivision, according to Plat Book 10, Page 60, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 1, Peterson Subdivision, First Addition, according to the plat thereof, as recorded in Plat Book 13, Page 10, Public Records of Seminole County, Florida; thence South 89°58'24" West, along the North line of A.J. Peterson Subdivision, according to the plat thereof, as recorded in Plat Book 10, Page 60, Public Records of Seminole County, Florida and the South line of Lot 86, W. Beardall's Map of St. Joseph's, according to the plat thereof, as recorded in Plat Book 1, Page 114, Public Records of Seminole County, Florida, a distance of 201.60 feet for a **POINT OF BEGINNING;** thence departing said North plat line and said South lot line, South 00°09'31" East, a distance of 90.31 feet; thence South 45°09'36" East, a distance of 39.52 feet to the Northerly right-of-way line of Palm Terrace and the South line of the North 10 feet of Lot 18, said A.J. Peterson Subdivision; thence North 89°54'03" West, along said Northerly right-of-way line and South line, a distance of 47.65 feet to the Easterly existing right of way line of County Road 15 and the West line of Lots 18, 19 and 20, said A.J. Peterson Subdivision; thence departing said Northerly right of way line and said South line, run North 00°09'03" West, along said Easterly existing right-of-way line and said West lot lines, a distance of 118.08 feet to the Northwest corner of said Lot 20; thence North 89°58'24" East, along the North line of said Lot 20, a distance of 19.69 feet to the **POINT OF BEGINNING.**

Containing 2,715 square feet more or less.

Subject to N/A

For Sketch of Description see Sheet 4 of 13 of Right-of-Way map.

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 106 is true, accurate, and were prepared under my direction and is based upon the Right of Way maps for C.R. 15(Upsala Road) as prepared by Walter J. Smith, Professional Surveyor and Mapper No. 4807, Dated July 29, 2006.

R/W Project: County Road 15
R/W Parcel: 106
Title Search #: 123
Fee Simple

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61G17-6, F.A.C.

John F. Cheney
Professional Surveyor and Mapper No. 4286
Bowyer-Singleton & Associates, Inc.
520 S. Magnolia Avenue
Orlando, Florida 32801

Date: 2/7/07

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A SURVEY

EXHIBIT A

R/W Project: County Road 15
R/W Parcel: 706
Title Search #: 123
Temporary Construction Easement

That portion of Lot 19, A.J. Peterson Subdivision, according to Plat Book 10, Page 60, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 1, Peterson Subdivision, First Addition, according to the plat thereof, as recorded in Plat Book 13, Page 10, Public Records of Seminole County, Florida; thence South 89°58'24" West, along the North line of A.J. Peterson Subdivision, according to the plat thereof, as recorded in Plat Book 10, Page 60, Public Records of Seminole County, Florida, a distance of 201.60 feet; thence departing said North plat line, South 00°09'31" East, a distance of 81.04 feet for a **POINT OF BEGINNING**; thence North 89°50'29" East, a distance of 10.31 feet; thence run South 00°09'31" East, a distance of 18.00 feet; thence run South 89°50'29" West, a distance of 1.58 feet; thence run North 45°09'36" West, a distance of 12.35 feet; thence run North 00°09'31" West, a distance of 9.27 feet to the **POINT OF BEGINNING.**

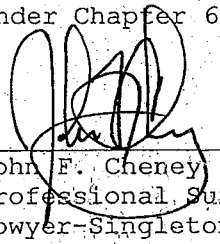
Containing 148 square feet more or less.

Subject to: N/A

For Sketch of Description see Sheet 4 of 13 of Right-of-Way map.

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 706 is true, accurate, and were prepared under my direction and is based upon the Right of Way maps for C.R. 15(Upsala Road) as prepared by Walter J. Smith, Professional Surveyor and Mapper No. 4807, Dated July 29, 2006.

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61G17-6, F.A.C.



John F. Cheney
Professional Surveyor and Mapper No. 4286
Bowyer-Singleton & Associates, Inc.
520 S. Magnolia Avenue
Orlando, Florida 32801

Date: 2/7/07

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A SURVEY

EXHIBIT A

Sheet 1 of 2

R/W Project: County Road 15
R/W Parcel: 111
Title Search #: 102
Fee Simple

That portion of the South half of Lot F, less the North 202.20 feet, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot F, W. Beardall's Map of St. Joseph's; thence South 00°07'48" East, along the West line of said Lot F, a distance of 322.38 feet; thence departing said West lot line, North 89°58'47" East, a distance of 644.03 feet to the Westerly existing right-of-way line of County Road 15; thence South 00°09'48" East, along said Westerly existing right-of-way line, a distance of 202.20 feet to the South line of the North 202.20 feet of the South half of said Lot F; thence South 89°58'47" West, along said Westerly existing right-of- way line and said South line, a distance of 10.00 feet for a **POINT OF BEGINNING**; thence departing said South line, South 00°09'48" East, along said Westerly existing right-of-way line, a distance of 120.12 feet to the Northerly right-of-way of Narcissus Avenue and the South line of said Lot F; thence departing said Westerly existing right-of-way line, South 89°58'30" West along said Northerly right-of-way line of Narcissus Avenue and said South lot line, a distance of 55.02 feet; thence departing said Northerly right-of-way line and said South lot line, North 45°54'54" East, a distance of 35.95 feet to a point on a curve, concave Easterly, having a radius of 2141.48 feet and a central angle of 02°27'55"; thence Northwesterly along the arc of said curve, a distance of 92.14 feet, through a chord bearing of North 02°08'52" East to a point of reverse curvature of a curve, concave Westerly, with a radius of 2025.48 feet, and having a central angle of 00°05'12", a distance of 3.06 feet, through a chord bearing of North 03°20'13" East to the South line of the North 202.20 feet of the South half of said Lot F; thence departing said curve, North 89°58'47" East, along said South line, a distance of 25.22 feet to the **POINT OF BEGINNING.**

Containing 3,670 square feet more or less.

Subject to N/A

For Sketch of Description see Sheet 5 of 13 of Right-of-Way map.

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 111 is true, accurate, and were prepared under my direction and is based upon the Right of Way maps for C.R. 15(Upsala Road) as prepared by Walter J. Smith, Professional Surveyor and Mapper No. 4807, Dated July 29, 2006.

R/W Project: County Road 15
R/W Parcel: 111
Title Search #: 102
Fee Simple

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61G17-6, F.A.C.

John F. Cheney
Professional Surveyor and Mapper No. 4286
Bowyer-Singleton & Associates, Inc.
520 S. Magnolia Avenue
Orlando, Florida 32801

Date: 2/7/07

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A SURVEY

EXHIBIT A

Sheet 1 of 1

R/W Project: County Road 15
R/W Parcel: 112
Title Search #: 103
Fee Simple

That portion of the North 202.20 feet of the South half of Lot F, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot F, W. Beardall's Map of St. Joseph's; thence South 00°07'48" East, along the West line of said Lot F, a distance of 322.38 feet to the North line of the South half of said Lot F; thence departing said West lot line, North 89°58'47" East, along said North line, a distance of 612.49 feet for a **POINT OF BEGINNING;** thence continue North 89°58'47" East, along said North line, a distance of 31.54 feet to the Westerly existing right of way line of County Road 15 and the East line of said Lot F; thence South 00°09'48" East, along said Westerly existing right-of-way line and said East lot line, a distance of 202.20 feet to the South line of the North 202.20 feet of the South half of said Lot F; thence departing said Westerly existing right-of-way line, South 89°58'47" West, along said South line, a distance of 35.22 feet to a point on a curve, concave Northwesterly, having a radius of 2025.48 feet and a central angle of 03°27'52"; thence departing said South line, run Northeasterly along the arc of said curve, a distance of 122.47 feet, through a chord bearing of North 01°33'42" East; thence departing said curve, North 00°10'14" West, a distance of 79.80 feet to the **POINT OF BEGINNING.**

Containing 6,526 square feet more or less.

Subject to N/A

For Sketch of Description see Sheet 5 of 13 of Right-of-Way map.

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 112 is true, accurate, and were prepared under my direction and is based upon the Right of Way maps for C.R. 15(Upsala Road) as prepared by Walter J. Smith, Professional Surveyor and Mapper No. 4807, Dated July 29, 2006.

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61G17-6, F.A.C.

John F. Cheney
Professional Surveyor and Mapper No. 4286
Bowyer-Singleton & Associates, Inc.
520 S. Magnolia Avenue
Orlando, Florida 32801

Date: 2/7/07

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A SURVEY

EXHIBIT A

R/W Project: County Road 15
R/W Parcel: 712
Title Search #: 103
Temporary Construction Easement

That portion of the North 202.20 feet of the South half of Lot F, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot F, W. Beardall's Map of St. Joseph's; thence South 00°07'48" East, along the West line of said Lot F, a distance of 322.38 feet to the North line of the South half of said Lot F; thence departing said West lot line, North 89°58'47" East, along said North line, a distance of 644.03 feet to the Westerly existing right of way line of County Road 15 and the East line of said Lot F; thence South 00°09'48" East, along said Westerly existing right-of-way line and said East lot line, a distance of 202.20 feet to the South line of the North 202.20 feet of the South half of said Lot F; thence departing said Westerly existing right-of-way line, South 89°58'47" West, along said South line, a distance of 35.22 feet to a point on a curve, concave Northwesterly, having a radius of 2025.48 feet and a central angle of 02°59'10"; thence departing said South line, run Northeasterly along the arc of said curve, a distance of 105.56 feet, through a chord bearing of North 01°48'03" East for a **POINT OF BEGINNING;** thence continue Northwesterly along said curve having a central angle of 00°27'09", an arc distance of 16.00 feet, through a chord bearing of North 00°04'53" East; thence departing said curve, run South 89°51'18" West, a distance of 4.90 feet; thence South 00°04'53" West, a distance of 15.96 feet; thence South 89°41'32" East, a distance of 4.90 feet to the **POINT OF BEGINNING.**

Containing 78 square feet more or less.

Subject to N/A

For Sketch of Description see Sheet 5 of 13 of Right-of-Way map.

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 712 is true, accurate, and were prepared under my direction and is based upon the Right of Way maps for C.R. 15(Upsala Road) as prepared by Walter J. Smith, Professional Surveyor and Mapper No. 4807, Dated July 29, 2006.

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61G17-6, F.A.C.

John F. Cheney
Professional Surveyor and Mapper No. 4286
Bowyer-Singleton & Associates, Inc.
520 S. Magnolia Avenue
Orlando, Florida 32801

Date: 2/7/07

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A SURVEY

EXHIBIT A

R/W Project: County Road 15
R/W Parcel: 718
Title Search #: 128 & 129
Temporary Construction Easement

That portion of Lot 72, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Lot 72, W. Beardall's Map of St. Joseph's, said point being on the Southerly right-of-way line of Iowa Street; thence South 89°57'55" West, along said Southerly right-of-way line, a distance of 556.08 feet; thence departing said Southerly right-of-way line, run South 00°10'14" East, a distance of 5.35 feet; thence run South 89°51'51" West, a distance of 21.03 feet; thence run South 44°49'49" West, a distance of 27.67 feet; thence run South 00°10'14" East, a distance of 289.81 feet for a **POINT OF BEGINNING;** thence run North 89°49'46" East, a distance of 4.11 feet; thence run South 00°10'14" East, a distance of 32.00 feet; thence run South 89°49'46" West, a distance of 4.11 feet; thence run North 00°10'14" West, a distance of 32.00 feet to the **POINT OF BEGINNING.**

Containing 132 square feet, more or less.

Subject to N/A

For Sketch of Description see Sheet 6 of 13 of Right-of-Way map.

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 111 is true, accurate, and were prepared under my direction and is based upon the Right of Way maps for C.R. 15(Upsala Road) as prepared by Walter J. Smith, Professional Surveyor and Mapper No. 4807, Dated July 29, 2006.

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61G17-6, F.A.C.

John F. Cheney
Professional Surveyor and Mapper No. 4286
Bowyer-Singleton & Associates, Inc.
520 S. Magnolia Avenue
Orlando, Florida 32801

Date: 2/7/07

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A SURVEY

EXHIBIT A

R/W Project: County Road 15
R/W Parcel: 123
Title Search #: 131
Fee Simple

That portion of the Southwest 2 acre square of Lot 66, W. Beardall's Map of St. Joseph's, according to the plat thereof, as recorded in Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:

Begin at the intersection of the Easterly existing right-of-way line of County Road 15, according to Official Record Book 1692, Page 1796 Seminole County, Florida and the North existing right of way line of Iowa Street and the South line of Lot 66, said W. Beardall's Map of St. Joseph's; thence North 00°09'48" West, along said Easterly existing right of way line, a distance of 295.16 feet to the North line of the Southwest 2 acre square of said Lot 66; thence departing said Easterly existing right of way line, North 89°57'55" East, along said North line, a distance of 26.37 feet; thence departing said North line, South 00°09'22" East, a distance of 270.16 feet; thence South 45°09'25" East, a distance of 27.07 feet; thence North 89°57'55" East, a distance of 18.46 feet; thence South 00°09'22" East, a distance of 5.90 feet to the aforementioned North right of way line of Iowa Street and the South line of said Lot 66; thence South 89°57'55" West, along said North right of way line and said South lot line, a distance of 63.94 feet to the **POINT OF BEGINNING.**

Containing 8,183 square feet, more or less.

Subject to N/A

For Sketch of Description see Sheet 6 of 13 of Right-of-Way map.

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 123 is true, accurate, and were prepared under my direction and is based upon the Right of Way maps for C.R. 15(Upsala Road) as prepared by Walter J. Smith, Professional Surveyor and Mapper No. 4807, Dated July 29, 2006.

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61G17-6, F.A.C.

John F. Cheney
Professional Surveyor and Mapper No. 4286
Bowyer-Singleton & Associates, Inc.
520 S. Magnolia Avenue
Orlando, Florida 32801

Date: 2/7/07

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A SURVEY

EXHIBIT A

R/W Project: County Road 15
R/W Parcel: 125
Title Search #: 133
Fee Simple

A PORTION OF THOSE LANDS LYING WITHIN THAT CERTAIN EASEMENT RESERVED UNTO THE STATE OF FLORIDA BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND AND RECORDED IN DEED BOOK 131, PAGE 243, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

That portion of the South 208.75 feet of Lot 54, W. Beardall's Map of St. Joseph's, according to the plat thereof, as recorded in Plat Book 1, Page 114, Public Records of Seminole County, Florida, as described in Official Records Book 3581, Page 314, Public Records of Seminole County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of Lot 54, said W. Beardall's Map of St. Joseph's, said point being the intersection of the Easterly existing right-of-way line of County Road 15 and the Northerly existing right-of-way line of Maronda Way, as per Official Records Book 3447, Page 88, Seminole County, Florida; thence North 00°09'48" West, along said Easterly existing right of way line and the West line of said Lot 54, a distance of 208.75 feet to the North line of the South 208.75 feet of said Lot 54; thence departing said Easterly existing right-of-way line and said West lot line, North 89°57'40" East, along said North line, a distance of 18.94 feet to a point on a curve, concave Northeasterly, having a radius of 2031.48 feet and a central angle of 05°36'48"; thence departing said North line, Southwesterly, along the arc of said curve, through a chord bearing of South 04°13'44" East, a distance of 199.03 feet to the point of reverse curvature of a curve, concave Southwesterly, having a radius of 2135.48 feet and a central angle of 00°16'45"; thence run Southeasterly along the arc of said curve, through a chord bearing of South 06°53'45" East, a distance of 10.41 feet to the South line of said Lot 54 and said Northerly existing right-of-way line; thence departing said curve, South 89°57'40" West, along said South lot line and said Northerly existing right-of-way, a distance of 34.26 feet to the **POINT OF BEGINNING.**

Containing 5,182 square feet, more or less.

Subject to N/A

For Sketch of Description see Sheet 6 and 7 of 13 of Right-of-Way map.

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 125 is true, accurate, and were prepared under my direction and is based upon the Right of Way maps for C.R. 15(Upsala Road) as prepared by Walter J. Smith, Professional Surveyor and Mapper No. 4807, Dated July 29, 2006.

R/W Project: County Road 15
R/W Parcel: 125
Title Search #: 133
Fee Simple

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61G17-6, F.A.C.

John F. Cheney
Professional Surveyor and Mapper No. 4286
Bowyer-Singleton & Associates, Inc.
520 S. Magnolia Avenue
Orlando, Florida 32801

Date: 2/23/07

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A SURVEY

EXHIBIT A

Sheet 1 of 1

R/W Project: County Road 15
R/W Parcel: 132
Title Search #: 114
Fee Simple

That portion of Lot 32, W. Beardall's Map of St. Joseph's, according to the plat thereof, as recorded in Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 32, said W. Beardall's Map of St. Joseph's; thence North 00°13'17" West, along the West line of said Lot 32, a distance of 161.23 feet; thence departing said West lot line, North 89°59'09" East, a distance of 575.58 feet for a **POINT OF BEGINNING;** thence North 00°19'59" West, a distance of 211.00 feet; thence North 89°59'10" East, a distance of 40.50 feet to the Westerly existing right-of-way line of County Road 15, according to Official Records Book 1670, Page 1393, Public Records of Seminole County, Florida; thence South 00°20'00" East, along said Westerly existing right of way line, a distance of 211.00 feet; thence departing said Westerly right-of-way line, South 89°59'09" West, a distance of 40.50 feet to the **POINT OF BEGINNING.**

Containing 8,546 square feet, more or less.

Subject to: 100'x30' Joint-Use/Cross Access Easement by and between William R. Wharton and George E. Smith, a Florida Partnership and Seminole County, a political division of the State of Florida per Official Records Book 2110, Page 1849

For Sketch of Description see Sheet 8 of 13 of Right-of-Way map.

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 132 is true, accurate, and were prepared under my direction and is based upon the Right of Way maps for C.R. 15(Upsala Road) as prepared by Walter J. Smith, Professional Surveyor and Mapper No. 4807, Dated July 29, 2006.

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61g17-6, F.A.C.

John F. Cheney
Professional Surveyor and Mapper No. 4286
Bowyer-Singleton & Associates, Inc.
520 S. Magnolia Avenue, Orlando, Florida 32801

Date: 01/03/07

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A SURVEY

EXHIBIT A

R/W Project: County Road 15
R/W Parcel: 135
Title Search #: 117
Fee Simple

That portion of Lots 1 through 4, Block 5, Town of Monroe, according to the plat thereof, as recorded in Plat Book 1, Page 97, Public Records of Seminole County, Florida, as recorded in Official Records Book 3586, Page 467, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the intersection of the South line of Lot 4, Block 8, Town of Monroe with the Westerly existing right-of-way line of County Road 15, according to the Florida Department of Transportation Right of Way Map, Section 77530-2604; thence North 00°16'37" West, along said Westerly existing right-of-way line, a distance of 315.04 feet to the centerline of a vacated right-of-way, according to resolution, as recorded in Official Record Book 579, Page 546; thence North 89°21'52" West, along said Westerly existing right of way line and along said centerline, a distance of 18.00 feet; thence departing said centerline, North 00°16'37" West, along said Westerly existing right of way line, a distance of 85.13 feet; thence departing said Westerly existing right of way line, South 89°43'25" West, a distance of 7.00 feet for a **POINT OF BEGINNING**; thence continue South 89°43'25" West, a distance of 30.50 feet; thence North 00°16'37" West, a distance of 16.51 feet; thence North 89°43'23" East, a distance of 7.90 feet; thence North 00°16'37" West, a distance of 66.83 feet; thence North 04°28'47" East, a distance of 53.91 feet; thence run North 05°24'50" East, a distance of 62.70 feet to a point on said Westerly existing right-of-way line of County Road 15, said point lying on a curve, concave Southwesterly, having a radius of 123.00 feet and a central angle of 25°25'43"; thence Southeasterly along the arc of said curve and said Westerly existing right of way line, through a chord bearing of South 12°59'28" East, a distance of 54.59 feet; thence South 00°16'37" East, along said Westerly existing right of way line, a distance of 146.63 feet to the **POINT OF BEGINNING.**

Containing 3,840 square feet, more or less.

Subject to:

Retention pond as recorded in Official Records Book 2121, Page 830
Cross Access Easement as recorded in Official Records Book 2092, Page 270

For Sketch of Description see Sheets 8 and 9 of 13 of Right-of-Way map.

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 135 is true, accurate, and were prepared under my direction and is based upon the Right of Way maps for C.R. 15(Upsala Road) as prepared by Walter J. Smith, Professional Surveyor and Mapper No. 4807, Dated July 29, 2006.

R/W Project: County Road 15
R/W Parcel: 135
Title Search #: 117
Fee Simple

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61G17-6, F.A.C.

John F. Cheney
Professional Surveyor and Mapper No. 4286
Bowyer Singleton & Associates, Inc.
520 S. Magnolia Avenue
Orlando, Florida 32801

Date: 2/23/07

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A SURVEY

EXHIBIT A

R/W Project: County Road 15
R/W Parcel: 736
Title Search #: 140
Temporary Construction Easement

That portion of:

"That part of Lot 33 herein described below, W.D Cardall's Map of St. Joseph's, according to the plat thereof, as recorded in Plat Book 1, Page 114, of the Public Records of Seminole County, Florida, commencing at a point 396 feet due North of the Southwest corner of Lot 33; running Thence North 99 feet; thence East 150 feet; thence South 99 feet; thence West 150 feet to the Point of Beginning."

Being a portion of those lands as recorded in Official Records Book 4471, Page 104, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot 33, W. Beardall's Map of St. Joseph's, according to the plat thereof, as recorded in Plat Book 1, Page 114, of the Public Records of Seminole County, Florida, said point being on the Southerly existing right-of-way line of Monroe School Road; thence South 89°35'20" West, along said Southerly right-of-way line and the North line of said Lot 33, a distance of 609.66 feet to the Easterly existing right-of-way line of County Road 15, according to Official Records Book 2450, Page 88, Public Records of Seminole County, Florida; thence departing said Southerly existing right-of-way line and said North lot line, South 00°19'59" East, along said Easterly existing right of way line, a distance of 150.00 feet to the South line of the North 150 feet of said Lot 33; thence South 89°35'20" West, along said South line and said Easterly existing right of way line, a distance of 21.50 feet; thence departing said South line and said Easterly existing right-of-way line, South 00°19'59" East, a distance of 37.27 feet for a **POINT OF BEGINNING**; thence North 89°40'01" East, a distance of 23.50 feet; thence South 00°19'59" East, a distance of 19.50 feet; thence run South 89°40'01" West, a distance of 23.50 feet; thence run North 00°19'59" West, a distance of 19.50 feet to the **POINT OF BEGINNING**.

Containing 458 square feet, more or less.

Subject to N/A

For Sketch of Description see Sheet 8 of 13 of Right-of-Way map.

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 736 is true, accurate, and were prepared under my direction and is based upon the Right of Way maps for C.R. 15(Upsala Road) as prepared by Walter J. Smith, Professional Surveyor and Mapper No. 4807, Dated July 29, 2006.

R/W Project: County Road 15
R/W Parcel: 736
Title Search #: 140
Temporary Construction Easement

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61G17-6, F.A.C.

John F. Cheney
Professional Surveyor and Mapper No. 4286
Bowyer-Singleton & Associates, Inc.
520 S. Magnolia Avenue
Orlando, Florida 32801

Date: 2/7/07

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A SURVEY

Sheet 1 of 1

EXHIBIT A

R/W Project: County Road 15
R/W Parcel: 139
Title Search #: 143
Fee Simple

That portion of the West 1/2 of Lot 25, less the North 589.2 feet thereof, W. Beardall's Map of St. Joseph's, according to the plat thereof as recorded in Plat Book 1, Page 114, Public Records of Seminole County, Florida being more particularly described as follows:

BEGIN at the Southwest corner of Lot 25, said W. Beardall's Map of St. Joseph's, said point being at the intersection of the Easterly existing right-of-way line of County Road 15, and the Northerly existing right-of-way line of Monroe School Road; thence North 00°18'15" West, along said Easterly right-of-way line of County Road 15, a distance of 55.83 feet to the South line of the North 589.2 feet of said Lot 25; then departing said Easterly existing right-of-way line, North 89°35'23" East, along said South line, a distance of 17.87 feet; thence departing said South line, South 00°16'37" East, a distance of 30.82 feet; thence South 45°16'28" East, a distance of 35.27 feet to said Northerly existing right-of-way line of Monroe School Road; thence South 89°35'20" West, along said Northerly existing right-of-way line of Monroe School Road, a distance of 42.78 feet to the **POINT OF BEGINNING.**

Containing 1,309 square feet, more or less.

Subject to: N/A

For Sketch of Description see Sheet 8 of 13 of Right-of-Way map.

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 139 is true, accurate, and were prepared under my direction and is based upon the Right of Way maps for C.R. 15(Upsala Road) as prepared by Walter J. Smith, Professional Surveyor and Mapper No. 4807, Dated July 29, 2006.

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61G17-6, F.A.C.

John F. Cheney
Professional Surveyor and Mapper No. 4286
Bowyer-Singleton & Associates, Inc.
520 S. Magnolia Avenue
Orlando, Florida 32801

Date: 2/7/07

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A SURVEY

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Sheet 1 of 1

EXHIBIT A

R/W Project: County Road 15
R/W Parcel: 739
Title Search #: 143
Temporary Construction Easement

That portion of the West 1/2 of Lot 25, less the North 589.2 feet thereof, W. Beardall's Map of St. Joseph's, according to the plat thereof as recorded in Plat Book 1, Page 114, Public Records of Seminole County, Florida being more particularly described as follows:

Commence at the Southwest corner of Lot 25, said W. Beardall's Map of St. Joseph's, said point being at the intersection of the Easterly existing right-of-way line of County Road 15, and the Northerly existing right-of-way line of Monroe School Road; thence North 89°35'20" East, along said Northerly existing right-of-way line, a distance of 42.78 feet; thence departing said Northerly existing right-of-way line, North 45°16'28" West, a distance of 35.27 feet; thence North 00°16'37" West, a distance of 8.44 feet for a **POINT OF BEGINNING;** thence continue North 00°16'37" West, a distance of 19.00 feet; thence run North 89°43'23" East, a distance of 22.15 feet; thence run South 00°16'37" East, a distance of 19.00 feet; thence run South 89°43'23" West, a distance of 22.15 feet to the **POINT OF BEGINNING.**

Containing 421 square feet, more or less.

Subject to N/A

For Sketch of Description see Sheet 8 & 9 of 13 of Right-of-Way map.

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 111 is true, accurate, and were prepared under my direction and is based upon the Right of Way maps for C.R. 15(Upsala Road) as prepared by Walter J. Smith, Professional Surveyor and Mapper No. 4807, Dated July 29, 2006.

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61G17-6, F.A.C.

John F. Cheney
Professional Surveyor and Mapper No. 4286
Bowyer-Singleton & Associates, Inc.
520 S. Magnolia Avenue
Orlando, Florida 32801

Date: 2/1/07

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A SURVEY

000021

Sheet 1 of 1

EXHIBIT A

R/W Project: County Road 15
R/W Parcel: 745
Title Search #: 100A
Temporary Construction Easement

That portion of Lot K, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot K, W. Beardall's Map of St. Joseph's; thence South 00°08'32" East, along the West line of said Lot K, a distance of 307.30 feet; thence departing said West lot line, North 89°58'30" East, a distance of 604.16 feet; thence run South 15°29'01" West, a distance of 41.34 feet; thence run South 00°09'31" East, a distance of 2.60 feet for a **POINT OF BEGINNING**; thence continue South 00°09'31" East, a distance of 30.83 feet; thence run South 89°50'29" West, a distance of 8.60 feet; thence run North 00°09'31" West, a distance of 30.83 feet; thence run North 89°50'29" East, a distance of 8.60 feet to the **POINT OF BEGINNING.**

Containing 265 square feet more or less.

Subject to N/A

For Sketch of Description see Sheet 4 of 13 of Right-of-Way map.

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 745 is true, accurate, and were prepared under my direction and is based upon the Right of Way maps for C.R. 15(Upsala Road) as prepared by Walter J. Smith, Professional Surveyor and Mapper No. 4807, Dated July 29, 2006.

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61G17-6, F.A.C.

John F. Cheney
Professional Surveyor and Mapper No. 4286
Bowyer-Singleton & Associates, Inc.
520 S. Magnolia Avenue
Orlando, Florida 32801

Date: 2/7/07

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A SURVEY

EXHIBIT A

R/W Project: County Road 15
R/W Parcel: 148
Title Search #: 117A
Fee Simple

That portion of Lot 4, Block 5, Town of Monroe, according to the plat thereof, as recorded in Plat Book 1, Page 97, Public Records of Seminole County, Florida, and vacated right-of-way, according to resolution, as recorded in Official Record Book 579, Page 546, being more particularly described as follows:

Commence at the Southeast corner of Lot 4, Block 8, said Town of Monroe, said point being on the Westerly existing right-of-way line of County Road 15, according to the Florida Department of Transportation Right of Way Map, Section 77530-2604; thence North 00°16'37" West, along said Westerly existing right-of-way line, a distance of 315.04 feet to the centerline of said vacated right of way; thence North 89°21'52" West, along said Westerly existing right of way line and along said centerline, a distance of 18.00 feet for a **POINT OF BEGINNING;** thence departing said Westerly existing right of way line, continue North 89°21'52" West, along said centerline, a distance of 37.50 feet; thence departing said centerline, North 00°16'37" West, a distance of 84.54 feet; thence North 89°43'25" East, a distance of 37.50 feet to the aforementioned Westerly existing right of way line; thence South 00°16'37" East, along said Westerly existing right of way line, a distance of 85.13 feet to the **POINT OF BEGINNING.**

Containing 3,181 square feet, more or less.

Subject to N/A

For Sketch of Description see Sheets 8 and 9 of 13 of Right-of-Way map.

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 148 is true, accurate, and were prepared under my direction and is based upon the Right of Way maps for C.R. 15(Upsala Road) as prepared by Walter J. Smith, Professional Surveyor and Mapper No. 4807, Dated July 29, 2006.

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61G17-6, F.A.C.

John F. Cheney
Professional Surveyor and Mapper No. 4286
Bowyer-Singleton & Associates, Inc.
520 S. Magnolia Avenue
Orlando, Florida 32801

Date: 2/7/07

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A SURVEY

EXHIBIT A

Sheet 1 of 1

R/W Project: County Road 15
R/W Parcel: 748
Title Search #: 117A
Fee Simple

That portion of vacated right-of-way, according to resolution, as recorded in Official Record Book 579, Page 546, South of Block 5, Town of Monroe, according to the plat thereof, as recorded in Plat Book 1, Page 97, Public Records of Seminole County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 4, Block 8, said Town of Monroe, said point being on the Westerly existing right-of-way line of County Road 15, according to the Florida Department of Transportation Right of Way Map, Section 77530-2604; thence North 00°16'37" West, along said Westerly existing right-of-way line, a distance of 315.04 feet to the centerline of said vacated right of way; thence North 89°21'52" West, along said centerline, a distance of 55.51 feet for a **POINT OF BEGINNING**; thence continue North 89°21'52" West, along said centerline, a distance of 5.00 feet; thence departing said centerline, run North 00°16'37" West, a distance of 6.92 feet; thence North 89°43'23" East, a distance of 5.00 feet; thence South 00°16'37" East, a distance of 7.00 feet to the **POINT OF BEGINNING.**

Containing 35 square feet, more or less.

Subject to N/A

For Sketch of Description see Sheets 8 and 9 of 13 of Right-of-Way map.

I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 748 is true, accurate, and were prepared under my direction and is based upon the Right of Way maps for C.R. 15(Upsala Road) as prepared by Walter J. Smith, Professional Surveyor and Mapper No. 4807, Dated July 29, 2006.

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61G17-6, F.A.C.

John F. Cheney
Professional Surveyor and Mapper No. 4286
Bowyer-Singleton & Associates, Inc.
520 S. Magnolia Avenue
Orlando, Florida 32801

Date: 2/7/07

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A SURVEY

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: The Pantry, Inc. property

DEPARTMENT: County Attorney's Office **DIVISION:**

AUTHORIZED BY: **CONTACT:** Sharon Sharrer **EXT:**

MOTION/RECOMMENDATION:
Property Acquisition
The Pantry, Inc. property. Approve and execute purchase agreement relating to Parcel No. 135 of the County Road 15 (Monroe Road) improvement project, located at 4181 Orange Boulevard, Lake Monroe, Florida, for $90,000.00, with no fees or costs.

District 5 Brenda Carey

BACKGROUND:
see attached

STAFF RECOMMENDATION:

ATTACHMENTS:

1. The Pantry Inc.pdf

Reviewed By:

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney /s/MATTHEW G. MINTER

FROM: Neil Newton, Major Project Acquisition Coordinator

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
David V. Nichols, P.E., Principal Engineer/Engineering 3-14-07

DATE: March 15, 2007

SUBJECT: Purchase Agreement Authorization
Owners: The Pantry, Inc.
Parcel No. 135
County Road 15 (Monroe Road)

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel No. 135. The parcel is required for the County Road 15 improvement project. The purchase price is $90,000.00, with no fees or costs incurred by the property owner.

I THE PROPERTY

A. Location Data

The property is located at the southwest corner of County Road 15 (Monroe Road) and Orange Boulevard (Country Road 431) in Seminole County. The site is zoned Planned Commercial Development and C-1, Retail Commercial District with Higher Intensity Planned Development – Target Industry.

1. Location Map (Exhibit A);
2. Sketch (Exhibit B); and
3. Purchase Agreement (Exhibit C)

B. Address

4181 Orange Boulevard
Sanford, FL 32771

C. Description

The subject property is a convenience store with gas pumps located at the southwest corner of County Road 15 (Monroe Road) and County Road 431 (Orange Boulevard).

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2006-R-114 on May 9, 2006, authorizing the acquisition of Parcel No. 135, and finding that the improvements are necessary and serve a County and public purpose and are in the best interests of the citizens of Seminole County.

III ACQUISITION/REMAINDER

The taking for the roadway project is 3,840 square feet along the east property line of the parent tract along the west right-of-way line of County Road 15. The area of take includes grass, irrigation, concrete, curb, asphalt pavement and 5 trees.

IV APPRAISED VALUE

The County's appraised value amount is $73,500.00. Florida Realty Analysts, Inc., prepared the County's appraisal and the County's MAI designated staff appraiser approved the report.

V BINDING OFFER/NEGOTIATIONS

On December 12, 2006, the BCC authorized a binding written offer at $83,500.00. Thereafter, County staff, through its acquisition consultant, negotiated this proposed purchase agreement settlement with the owner to purchase the needed property for $90,000.00.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

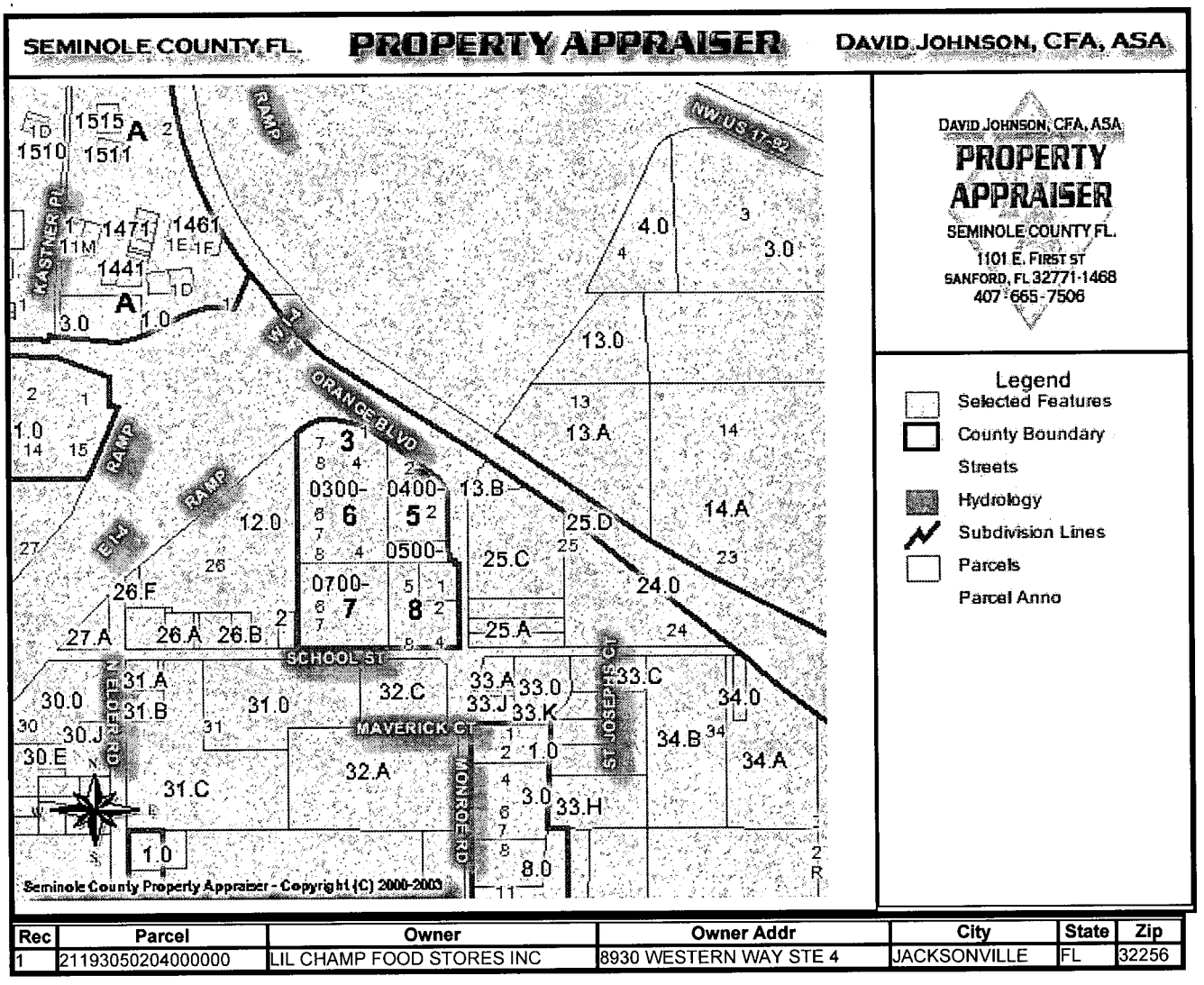
This proposed settlement amount, although $6,500.00 more than the County's binding written offer amount, is reasonable under the circumstances inherent in the condemnation process. If this property proceeds to condemnation, litigation costs and costs to update the appraisals on both sides will have to be paid by the County. These costs would easily exceed the difference in additional settlement funds proposed to be paid. The property owners have not hired an attorney or experts, the costs for which the County would be obligated to pay.

The cooperative purchase of the property through this proposed settlement is in the best interests of the citizens of Seminole County.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of $90,000.00, with no fees or expenses incurred by the property owners.

NN/lpk
Attachments:
Location Map (Exhibit A)
Sketch (Exhibit B)
Purchase Agreement (Exhibit C)
P:\Users\lkennedy\My Documents\ACQ\C 15\The Pantry 135 Agenda item.doc



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	21193050204000000	LIL CHAMP FOOD STORES INC	8930 WESTERN WAY STE 4	JACKSONVILLE	FL	32256

EXHIBIT A

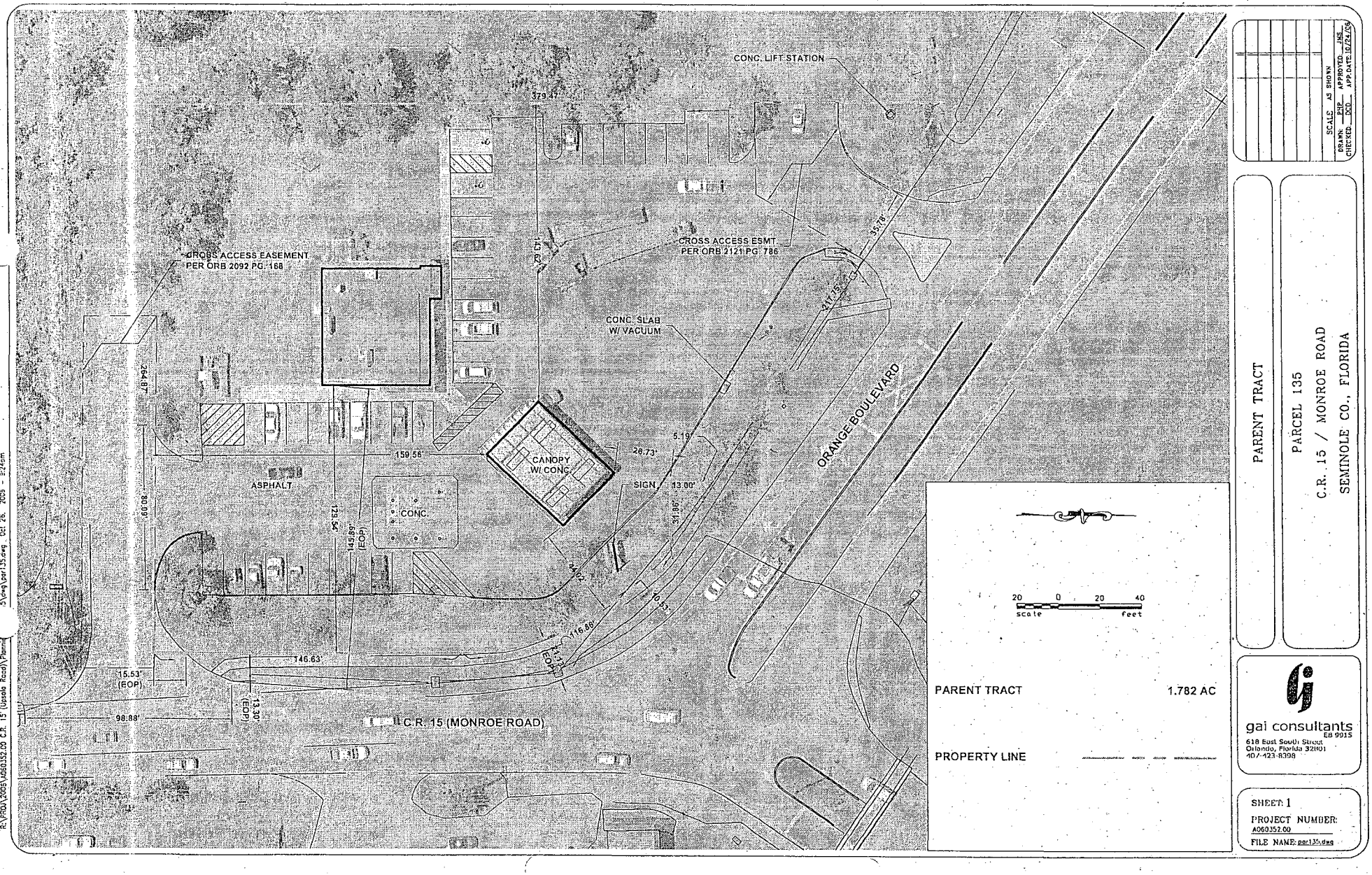

CONC. LIFT STATION
379.47'
CROSS ACCESS EASEMENT
PER ORB 2092 PG 168
CROSS ACCESS ESMT.
PER ORB 2121 PG 786
CONC. SLAB
W/ VACUUM
CANOPY
W/ CONC.
SIGN
ASPHALT
CONC.
ORANGE BOULEVARD
C.R. 15 (MONROE ROAD)
PARENT TRACT 1.782 AC
PROPERTY LINE
20 0 20 40
scale feet
PARENT TRACT
PARCEL 135
C.R. 15 / MONROE ROAD
SEMINOLE CO., FLORIDA
gai consultants
EB 9915
618 East South Street
Orlando, Florida 32801
407-423-8398
SHEET: 1
PROJECT NUMBER:
A060352.00
FILE NAME: par135.dwg

EXHIBIT B

PURCHASE AGREEMENT
FEE SIMPLE

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between THE PANTRY, INC., whose address is 1801 Douglas Drive, PO Box 1410, Sanford, North Carolina 27330, hereinafter referred to as "OWNER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, the COUNTY requires the hereinafter described property for a road project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, OWNER hereby agrees to sell and COUNTY hereby agrees to buy the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

PARCEL NO. 135 **COUNTY ROAD 15**

That portion of Lots 1 through 4, Block 5, Town of Monroe, according to the plat thereof, as recorded in Plat Book 1, Page 97, Public Records of Seminole County, Florida, as recorded in Official Records Book 3586, Page 467, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 4, Block 8, Town of Monroe, said point being on the Westerly existing right-of-way line of County Road 15, according to the Florida Department of Transportation Right of Way Map, Section 77530-2604; thence North 00°16'37" West, along said Westerly existing right-of-way line, a distance of 315.04 feet to the centerline of a vacated right-of-way, according to resolution, as recorded in Official Record Book 579, Page 546; thence North 89°21'52" West, along said Westerly existing right of way line and along said centerline, a distance of 18.00 feet; thence departing said centerline, North 00°16'37" West, along said Westerly existing right of way line, a distance of 85.13 feet for a **POINT OF BEGINNING**; thence departing said Westerly existing right of way line, South 89°43'25" East, a distance of 30.50 feet; thence North 00°16'37" West, a distance of 16.51 feet; thence North 89°43'23"

East, a distance of 7.90 feet; thence North 00°16'37" West, a distance of 66.83 feet; thence North 04°28'47" East, a distance of 53.91 feet; thence run North 05°24'50" East, a distance of 62.70 feet to a point on said Westerly existing right-of-way line of County Road 15, said point lying on a curve, concave Southwesterly, having a radius of 123.00 feet and a central angle of 25°25'43"; thence Southeasterly along the arc of said curve and said Westerly existing right of way line, through a chord bearing of South 12°59'28" East, a distance of 54.59 feet; thence South 00°16'37" East, along said Westerly existing right of way line, a distance of 146.63 feet to the **POINT OF BEGINNING**.

Containing 3,840 square feet, more or less.

Parcel I. D. Number: 21-19-30-502-0400-0000

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above described property by Warranty Deed, free of liens and encumbrances, unto COUNTY for the sum of NINETY THOUSAND AND NO/100 DOLLARS ($90,000.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.

(b) COUNTY shall be responsible for the following closing costs: recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

(c) OWNER shall be responsible for OWNER's own attorney's fees, cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned closing costs and pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II., above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY or the COUNTY's closing agent that a closing is ready to occur.

(b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing of this Agreement. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters and other similar items included in the purchase price, as well as the land itself, shall be preserved in normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.

(c) Any and all encroachments existing upon the property, other than those improvements included in the purchase price, are to be removed by the OWNER at the expense of the OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the property which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a warranty deed, also include the covenant of further assurances.

(f) The OWNER shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.

(g) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

(h) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY, this Agreement shall survive the filing of any eminent domain action by the COUNTY and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters in any condemnation proceeding initiated by the COUNTY relating to the real property herein described. The OWNER agrees that, in accordance with any request made by the COUNTY, the OWNER shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNER agrees not to oppose the COUNTY's condemnation proceedings in any way. The OWNER, may however, assert OWNER's rights against other claimants in apportionment proceedings.

(i) The OWNER shall indemnify and save the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with this Agreement or in any act or omission in any manner related to said Agreement.

(j) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(k) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY, which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date first above written.

WITNESSES:

SIGNATURE

Don J. Davis
PRINT NAME

Rachel R Solomon
SIGNATURE

Rachel R. Solomon
PRINT NAME

THE PANTRY, INC.

ADDRESS:
1801 Douglas
PO Box 1410
Sanford, NC 27330

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
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 of County Commissioners at its _____, 2007, regular meeting.

NN/dre
12/20/06
P:\USERS\DEDGE\MY DOCUMENTS\ACQ\C-15\LON WITH BWO\LIL CHAMP 135 LON BWO.DOC

Project: CR 15 (Monroe Road)
Parcel No.: 135
County: Seminole County

PUBLIC DISCLOSURE ACT DISCLOSURE AFFIDAVIT

STATE OF ~~FLORIDA~~ North Carolina
COUNTY OF ~~SEMINOLE~~ Lee

BEFORE ME, the undersigned authority in said County and State, personally appeared Steven J. Ferreira, who being first duly sworn, deposes and says that he/she is:

[√] (a) President (or Vice-President) of The Pantry, Inc a corporation authorized to do business in accordance with the laws of Florida; or

[ ] (b) A Partner (or Limited Partner) of the firm of_____composed of _____and_____,doing business under the name of_____; or

[ ] (c) Trustee of _____Trust; or

[ ] (d) Other _____ holding title to real property described in Exhibit A, attached hereto and by this reference made a part hereof, hereby certifying that the names and addresses listed on Exhibit B, attached hereto and by this reference made a part hereof, are the names and addresses of every person having a beneficial interest in Said real property, however small or minimal, and do hereby file this Affidavit for the purpose of complying with the provisions of *Section 286.23, Florida Statutes.*

ATTEST:
Beverly L Eder
~~Asst~~ Secretary

(CORPORATE SEAL)

CORPORATE NAME
By: [signature]
SVP, Administration ~~, President~~
Date: 2/15/07

Sworn to and subscribed before me this 15 day of February, 2007, by
Gay L McDonald

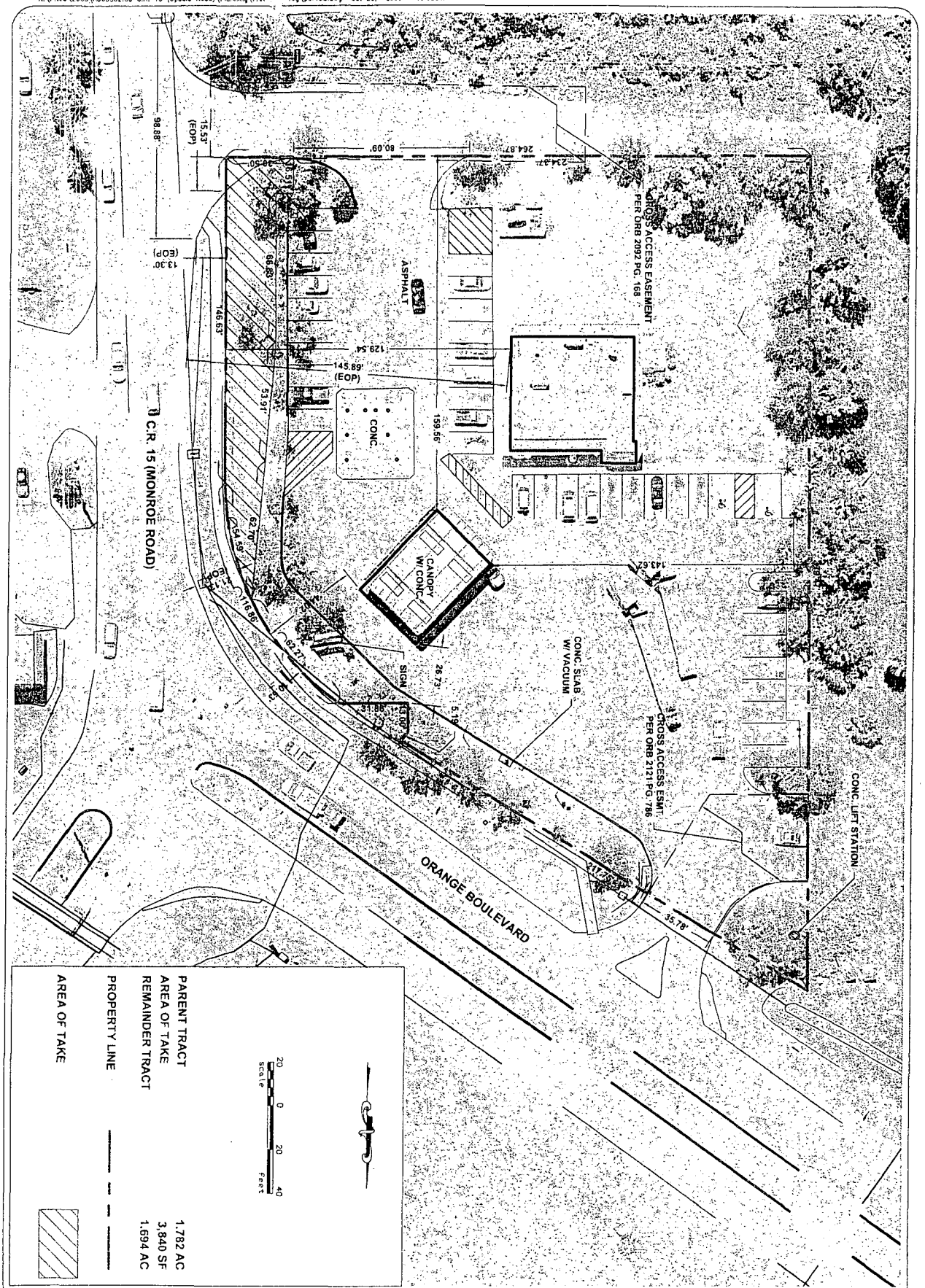
GAY L MCDONALD
NOTARY PUBLIC
LEE COUNTY, NC

Print Name Gay L. McDonald
Notary Public in and for the County and State Aforementioned
My commission expires: 6/5/09

PERSONALLY KNOWN ✓ OR PRODUCED IDENTIFICATION_____(TYPE OF IDENTIFICATION PRODUCED)

EXHIBIT "A"

R:\PROJ\2006\A060352.00 C.R. 15 (Upsala Road)\Planning\PAR ...ag\par135.dwg Oct 25, 2006 - 10:38am



PARENT TRACT : WITH TAKING SHOWN

PARCEL 135

C.R. 15 / MONROE ROAD

SEMINOLE CO., FLORIDA

SHEET: 2

PROJECT NUMBER: A060352.00

FILE NAME: par135.dwg

gai consultants
618 East South Street
Orlando, Florida 32801
407-423-8398
FB 5915

SCALE AS SHOWN

DRAWN: PHP APPROVED: DWS

CHECKED: DCR APP. DATE: 10/24/06

2006 FOR PROFIT CORPORATION REINSTATEMENT

FILED
Sep 19, 2006
Secretary of State

DOCUMENT# F95000001088

Entity Name: THE PANTRY, INC.

EXHIBIT "B"

Current Principal Place of Business:

1801 DOUGLAS DRIVE
SANFORD, NC 27330

New Principal Place of Business:

1801 DOUGLAS DRIVE
PO BOX 1410
SANFORD, NC 27330

Current Mailing Address:

P. O. BOX 1410
SANFORD, NC 27330

New Mailing Address:

FEI Number: 56-1574463 **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired (X)**

Name and Address of Current Registered Agent:

SMITH HULSEY & BUSEY
225 WATER STREET, SUITE 1800
JACKSONVILLE, FL 32202 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: BERRY L EPLEY
Electronic Signature of Registered Agent — Date

In accordance with s. 607.193(2)(b), F.S., the corporation did not receive the prior notice.
Election Campaign Financing Trust Fund Contribution ( ).

OFFICERS AND DIRECTORS:

Title: P ( ) Delete
Name: SODINI, PETER J
Address: 1112 SILVER OAK CT.
City-St-Zip: RALEIGH, NC 27614

Title: V ( ) Delete
Name: FERREIRA, STEVEN J
Address: 12509 RIBBONGRASS COURT
City-St-Zip: RALEIGH, NC 27614

Title: V ( ) Delete
Name: KELLY, DANIEL J
Address: 106 LAMARACK WAY
City-St-Zip: CARY, NC 27511

Title: V (X) Delete
Name: KROL, JOSEPH A
Address: 4440 ROYAL TEM COURT
City-St-Zip: JACKSONVILLE BEACH, FL 32250

Title: V ( ) Delete
Name: ZABORSKI, DAVID M
Address: 220 WOODLAND DRIVE
City-St-Zip: PINEHURST, NC 28374

Title: ( ) Delete
Name:
Address:
City-St-Zip:

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: ( ) Change ( ) Addition
Name:
Address:
City-St-Zip:

Title: ( ) Change ( ) Addition
Name:
Address:
City-St-Zip:

Title: ( ) Change ( ) Addition
Name:
Address:
City-St-Zip:

Title: ( ) Change ( ) Addition
Name:
Address:
City-St-Zip:

Title: ( ) Change ( ) Addition
Name:
Address:
City-St-Zip:

Title: AS ( ) Change (X) Addition
Name: EPLEY, BERRY L
Address: 1801 DOUGLAS DRIVE
City-St-Zip: SANFORD, NC 27330

I hereby certify that the information supplied with this filing does not qualify for the for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: BERRY L EPLEY AS 09/19/2006
Electronic Signature of Signing Officer or Director — Date

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: County Road 15 Subordination of Utility Interest Agreement between Seminole County and Florida Public Utilities Company

DEPARTMENT: County Attorney's Office **DIVISION:**

AUTHORIZED BY: **CONTACT:** Sharon Sharrer **EXT:**

MOTION/RECOMMENDATION:
Property Acquisition
Execute Subordination Agreement. County Road 15 (Monroe Road) Subordination of Utility Interest Agreement (Parcel Nos. 101A/101B) between Seminole County and Florida Public Utilities Company, in conjunction with the County Road 15 road improvement project.

District 5 Brenda Carey

BACKGROUND:
see attached

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Subordination of Utility Interests - Florida Public Utilities.pdf

Reviewed By:

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

FROM: Matthew G. Minter, Deputy County Attorney MGM 3-8-07
Ext. 5736

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
David V. Nichols, P.E./Principal Engineer/Engineering Division DVN 3-6-07

DATE: March 8, 2007

SUBJECT: Easement:
Florida Public Utilities Company
County Road 15 (Monroe Road) road improvement project
Parcel Nos. 100A/100B and 145A/145B/745

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 interest of Florida Public Utilities Company relating to County Road 15, particularly Parcel Nos. 100A/100B and 145A/145B/745.

The BCC adopted Resolution No. 2006-R-114, on May 9, 2006, authorizing the acquisition of parcels involved with County Road 15 and finding that the County Road 15 road improvement project was necessary and serves a public purpose and is in the best interests of the citizens of Seminole County.

Florida Public Utilities Company 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.

Florida Public Utilities Company's interest in the referenced property is an Easement of the subject property for natural gas lines. Florida Public Utilities Company has agreed to provide the subordination of its easements interests without charge.

MGM/lpk
Attachments:
Composite Exhibit A - Location Maps
Composite Exhibit B - Subordination Agreement

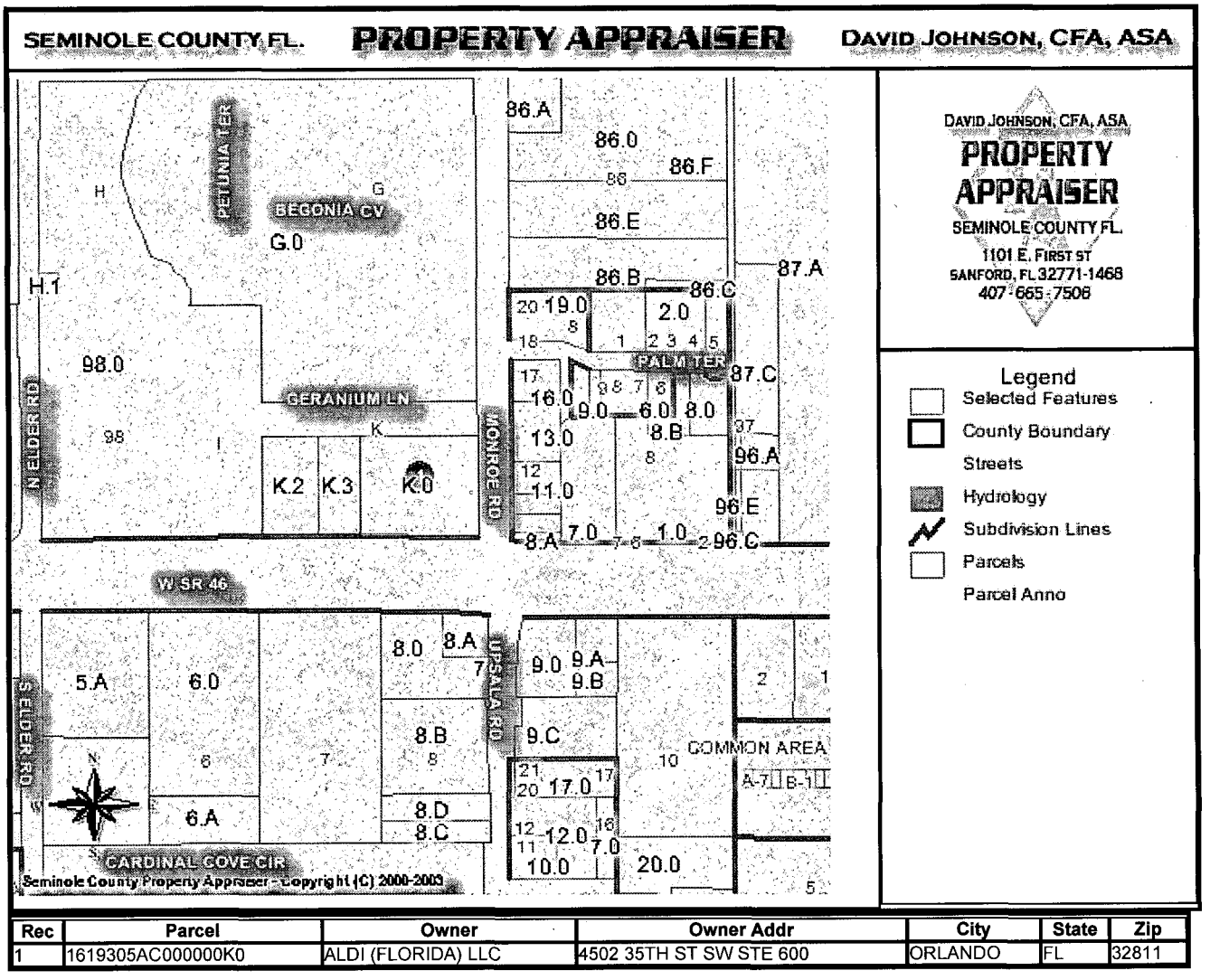
SEMINOLE COUNTY FL. **PROPERTY APPRAISER** DAVID JOHNSON, CFA, ASA



DAVID JOHNSON, CFA, ASA
PROPERTY APPRAISER
SEMINOLE COUNTY FL.
1101 E. FIRST ST
SANFORD, FL 32771-1468
407-665-7506

Legend
- Selected Features
- County Boundary
- Major Roads
- Streets
- Hydrology
- Parcels

Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	1619305AC00000980	BJ'S WHOLESALE CLUB INC	ONE MERCER RD	NATICK	MA	01760



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	1619305AC000000K0	ALDI (FLORIDA) LLC	4502 35TH ST SW STE 600	ORLANDO	FL	32811

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this 2nd day of February, 2007, by and between FLORIDA PUBLIC UTILITIES COMPANY, whose address is 401 South Dixie Highway, West Palm Beach, FL 33401-5807, 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 CR 15 (Monroe 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 CR 15 (Monroe 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, 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 NOS. 100A AND 100B **COUNTY ROAD 15**
FEE SIMPLE

PART A

That portion of Lot K, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida as described in Official Records Book 3605, Page 554, Public Records of Seminole County, Florida LESS that portion described in Official Records Book 4316, Page 1707, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot K, W. Beardall's Map of St. Joseph's; thence South 00°08'32" East, along the West line of said Lot K, a distance of 307.30 feet; thence departing said West lot line, North 89°58'30" East, a distance of 631.42 feet to the Westerly maintained right-of-way line of County Road 15, according

to Map Book 3, Page 8, Public Records of Seminole County, Florida; thence along said Westerly maintained right-of-way line the following (2) two courses and distances; South 01°18'16" East, a distance of 79.43 feet; South 00°37'01" East, a distance of 14.49 feet for a **POINT OF BEGINNING**; thence continue South 00°37'01" East, along said Westerly maintained right-of-way line, a distance of 85.50 feet; thence continue along said Westerly maintained right-of-way line, South 00°26'10" West, a distance of 106.00 feet to the Westerly existing right of way line of County Road 15, according to Official Record Book 2411, Pages 29-31, Public Records of Seminole County, Florida; thence departing said Westerly maintained right of way line, run along said Westerly existing right-of-way line the following (2) two courses and distances; South 02°05'33" East, a distance of 48.03 feet, South 00°09'03" East, a distance of 44.67 feet to the Northerly existing right-of-way line of State Road 46; thence departing said Westerly existing right-of-way line, North 88°14'52" West, along said Northerly existing right-of-way line, a distance of 24.83 feet to a point lying 50 feet westerly, as measured at right angles, from the East line of the Northwest quarter of Section 28, Township 19 South, Range 30 East, Seminole County, Florida; thence departing said Northerly right-of-way line, North 00°09'31" West, and parallel with said East line, a distance of 283.39 feet; thence South 89°58'30" West, a distance of 23.62 feet to the **POINT OF BEGINNING**.

Containing 6817 square feet more or less.

AND ALSO

PART B

That portion of Lot K, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida as described in Official Records Book 3605, Page 554, Public Records of Seminole County, Florida LESS that portion described in Official Records Book 4316, Page 1707, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot K, W. Beardall's Map of St. Joseph's; thence South 00°08'32" East, along the West line of said Lot K, a distance of 307.30 feet; thence departing said West lot line, North 89°58'30" East, a distance of 631.42 feet to the Westerly maintained right-of-way line of County Road 15, according to Map Book 3, Page 8, Public Records of Seminole County, Florida; thence along said Westerly maintained right-of-way line the following (2) two courses and distances; South 01°18'16" East, a distance of 79.43 feet; South 00°37'01" East, a distance of 14.49 feet; thence departing said Westerly maintained right-of-way line, North 89°58'30" East, a distance of 23.62 feet to a point lying 50 feet westerly, as measured at right angles, from the East line of the Northwest quarter of Section 28, Township 19 South, Range 30 East, Seminole County, Florida for a **POINT OF BEGINNING**; thence South 00°09'31" East, and parallel with said East line, a distance of 283.39 feet to the Northerly existing right-of-way line of State Road 46; thence North 88°14'52" West, along said Northerly existing right-of-way line, a distance of 16.51 feet; thence departing

said Northerly right-of-way line, North 00°09'31" West, a distance of 282.88 feet; thence South 89°58'30" West, a distance of 16.50 feet to the **POINT OF BEGINNING**.

Containing 4672 square feet more or less.

Containing in the aggregate 11,489 square feet, more or less.

Parcel I. D. Number: 16-19-30-5AC-0000-00K0

PARCEL NOS. 145A AND 145B **COUNTY ROAD 15**
FEE SIMPLE

PART A

That portion of Lot K, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida, as recorded in Official Records Book 4316, Page 1707, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot K, W. Beardall's Map of St. Joseph's; thence South 00°08'32" East, along the West line of said Lot K, a distance of 307.30 feet; thence departing said West lot line, North 89°58'30" East, a distance of 609.50 feet for a **POINT OF BEGINNING**; thence continue North 89°58'30" East, a distance of 21.91 feet to the Westerly maintained right-of-way line of County Road 15, according to Map Book 3, Page 8, Public Records of Seminole County, Florida; thence along said Westerly maintained right-of-way line the following (2) two courses and distances; South 01°18'16" East, a distance of 79.43 feet; South 00°37'01" East, a distance of 14.49 feet; thence departing said Westerly maintained right-of-way line, run South 89°58'30" West, a distance of 23.62 feet; thence run North 00°09'31" West, a distance of 93.90 feet to the **POINT OF BEGINNING**.

Containing 2144 square feet more or less.

AND ALSO

PART B

That portion of Lot K, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida, as recorded in Official Records Book 4316, Page 1707, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot K, W. Beardall's Map of St. Joseph's; thence South 00°08'32" East, along the West line of said Lot K, a distance of

307.30 feet; thence departing said West lot line, North 89°58'30" East, a distance of 604.15 feet for a **POINT OF BEGINNING**; thence continue North 89°58'30" East, a distance of 5.35 feet; thence South 00°09'31" East, a distance of 93.90 feet; thence South 89°58'30" West, a distance of 16.50 feet; thence run North 00°09'31" West, a distance of 54.06 feet; thence North 15°29'01" East, 41.34 feet to the **POINT OF BEGINNING**.

Containing 1327 square feet more or less.

TOGETHER WITH

PARCEL NO. 745 **COUNTY ROAD 15**
TEMPORARY CONSTRUCTION EASEMENT

That portion of Lot K, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot K, W. Beardall's Map of St. Joseph's; thence South 00°08'32" East, along the West line of said Lot K, a distance of 307.30 feet; thence departing said West lot line, North 89°58'30" East, a distance of 631.42 feet; thence run South 15°29'01" West, a distance of 41.34 feet; thence run South 00°09'31" East, a distance of 2.60 feet for a **POINT OF BEGINNING**; thence continue South 00°09'31" East, a distance of 30.83 feet; thence run South 89°50'29" West, a distance of 8.60 feet; thence run North 00°09'31" West, a distance of 30.83 feet; thence run North 89°50'29" East, a distance of 8.60 feet to the **POINT OF BEGINNING**.

Containing 265 square feet more or less.

Parcel I.D. Number: **16-19-30-5AC-0000-0980**

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
Utility Easement (Gas)	08/28/2000	Westlake Supercenter Partners, Ltd.	Florida Public Utilities Company	Not Recorded

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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ATTEST: FLORIDA PUBLIC UTILITIES COMPANY

G. M. BACKMAN, Secretary By: C L Stein
~~JOHN T. ENGLISH, President/Director~~ C.L. Stein, Sr. Vice President, COO

(CORPORATE SEAL) Date: 2/2/07

STATE OF FLORIDA)
COUNTY OF Palm Beach)

I HEREBY CERTIFY that, on this 2nd day of February, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Charles Stein ~~JOHN T. ENGLISH~~, and G. M. BACKMAN, as ~~its~~ President and Secretary, respectively, of FLORIDA PUBIC UTILITIES COMPANY, 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.

Chaundra L. Saylor
Print Name Chaundra L. Saylor
Notary Public in and for the County
and State Aforementioned
My commission expires:

CHAUNDRA L. SAYLOR
Notary Public - State of Florida
My Commission Expires Jun 5, 2010
Commission # DD 522657
Bonded by National Notary Assn.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

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

By:_____
CARLTON D. HENLEY, Chairman

Date:_____

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

As authorized for execution by the Board of County Commissioners at its _____ 2007, regular meeting.

_____
County Attorney

P:\USERS\DEDGE\MY DOCUMENTS\ACQ\C-15\FL PUBLIC UTILITIES SUBORDINATION AGREEMENT (2).DOC

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Expenditure and Payroll Lists; BCC Minute; and Clerk's Received and Filed

DEPARTMENT: Clerk's Office **DIVISION:**

AUTHORIZED BY: **CONTACT:** Elizabeth Gaussart **EXT:**

MOTION/RECOMMENDATION:
Approval of Expenditure and Payroll Approval Lists
Approval of BCC Minutes dated March 13, 2007

County-wide

BACKGROUND:

1. Expenditure Approval Lists dated March 12 & 19, 2007; and Payroll Approval List dated March 8, 2007

2. BCC Official Minutes dated March 13, 2007

3. Clerk's "Received and Filed" - for information only

STAFF RECOMMENDATION:
Staff recommends approval of Expenditure Approval Lists dated March 12 & 19, 2007; Payroll Approval List dated March 8, 2007, and the BCC Official Minutes dated March 13, 2007.

ATTACHMENTS:

1. Clerk's Report

Reviewed By:

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Expenditure and Payroll Lists; BCC Minutes; and Clerk's Received and Filed

DEPARTMENT Clerk's Office **DIVISION:** County Commission Records

AUTHORIZED BY Dave Godwin **CONTACT:** Sandy McCann **EXT.** 7662

Agenda Date 04-10-2007 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Approval Lists
Approval of BCC Minutes dated March 13, 2007

BACKGROUND:

1. Expenditure Approval Lists dated March 12 & 19, 2007; and Payroll Approval List dated March 8, 2007

2. BCC Official Minutes dated March 13, 2007

3. Clerk's "Received and Filed" - for information only

Reviewed by:
Co. Att
OMB
Other
DCM
CM

CLERK'S REPORT
APRIL 10, 2007

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL LISTS AND PAYROLL LIST

Expenditure Approval Lists dated March 12 and 19, 2007; and Payroll Approval List dated March 8, 2007, presented.

ACTION REQUESTED: Motion approving same.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated March 13, 2007.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only.

1. Letter to the County Clerk from the Division of Bond Finance regarding disclosure filings for Sales Tax Revenue Refunding Bonds, Series 2005B.

2. Work Orders #11 and #12 to PS-5182-05, S2LI.

3. Amendment #2 to PS-596-01, Professional Engineering Consultants, Inc.

4. Amendment #1 to Work Order #3 for PS-5180-05, Brown and Caldwell.

5. Certificate of Completion for CC-0349-06, Prime Construction Group, Inc.

6. Change Order #2 to CC-1262-05, Central Florida Environmental Corp.

7. Notice from the Public Service Commission regarding Order approving an increase in water and wastewater rates, Sanlando Utilities Corp.

8. Letter of acceptance and Bill of Sale for the project known as Nolan Road Watermain Extension.

9. Addendum #16 to the Wekiva PUD as executed by the Planning Manager.

10. Development Orders as follows: George & Marsha Schmid, 248 Slade Drive; Willie & Sylvia Bennett, 185 Zenith Pt.; Nancy Jaeger, Lot 18, Division Street; Lorenzo Polk, Lot 22, Alexander Ave.; Tewana Chisholm, Lot 285, Water Street; Gordon A. Merritt, et al, Lot 9, Marker Street; Michael J. Krakar, 3827 Sanibel Cove; Robert Whitehouse, 3895 Brantley Place Cir.; Andrea Costantine, 552 Hillcrest Street East; Suzanna C. Thesing, 1393 LaQuinta Ct.; Iris Cluggish, 270 Lake Seminary Cir.; James & Jen Richardson, 2321 Palm Drive; Eric & Nydia Montijo, 357 Radisson Place; Richard & Susan Schilke, 1089 Clinging Vine Place; Kristen A. Greenish, 5457 Endicott Place; Scott & Crystal Hepler, 416 Lotus Lane; Raymond & Earlene Cintron, 2251 Charlotte Drive; Steven Wagner, 377 Sugar Sand Lane; Jason W. & Jessica L. Kaiser, 2067 Starboard Drive; Jeffery D. & Pamela D. Brown, 3310 Sterling Lake Cir.; Carol Yandall, 1866 E. Crowley Cir.; Ryan Holland, 405 Palm Springs Road; Bert Foschini, 1512 Emerald Isle Point; Donald Sherback, 5845 S. Sylvan Lake Road; Jennifer & Nathan Dutcher, 2890 Egrets Landing Drive; Saundra Williams, 1215 New Jersey Ave.; and Big Owl Loop Holding Company, 1727 Kimmie Kay Drive.

11. Letter of acceptance and Bill of Sale for the project known as SR 426 Office Park.

12. Satisfaction of Lien for Kirkman Properties and Micah Bass, Case #05-66-CEB.

13. Maintenance Agreement and Letter of Credit in the amount of $11,697.98 for Airport Boulevard Right-of-Way, Amberlee Townhomes.

14. Amendment #1 to Work Order #7 for PS-5102-01, PBS&J.

15. Work Orders #2 and #3 to CC-1075-06, APEC.

16. Certificate of Completion for Work Order #31 to CC-1262-05, Central Florida Environmental Corp.

17. Amendment #1 to PS-5153-03, David Wickham & Assoc.

18. Change Order #1 to Work Order #46 for CC-1262-05, APEC.

19. Change Order #1 to Work Order #29 for CC-1262-05, APEC.

20. Certificate of Completion for Work Order #18 to CC-1262-05, CFE Corp.

21. Certificate of Completion for CC-1095-06, Air Ideal, Inc.

22. Change Orders #1 and #2 to Work Order #56 for CC-1212-03, Corinthian Builders, Inc.

23. Certificate of Completion for Work Order #56 to CC-1212-03, Corinthian Builders, Inc.

24. PS-1501-06 Master Agreements with Bowyer Singleton & Assoc. and Southeastern Surveying & Mapping Corp.

25. Third Amendment to PS-5149-03, HNTB Corp.

36. Non-certified Tennis Pro Agreement with Amy L. Whitcomb.

37. Fourth Amendment to RFP-4190-03, Pomeroy IT Solutions.

38. Work Order #67 to PS-5165-05, Inwood Consulting Engineers, Inc.

39. Assignment of Agreement RFP-600104-06, Allied Group Insurance Services to GIS - Florida Agency, LLC.

40. Agreement RFP-600138-07 with CFAVS, LLC.

41. Letter of Credit in the amount of $553,795 for the Gallimore Subdivision.

42. Performance Bond in the amount of $413,605.45 for Banyan Pointe.

43. Amendment #1 to Work Order #4 for PS-5127-02, Florida Planning Group, Inc.

44. Work Order #30 to CC-1267-05, KMG Fence, LLC.

45. Basic Contract #M-1947-07, Peninsula Engineering, Inc.

56. Work Order #1 to CC-1284-06, Compilog International Co.

57. First Amendment to RFP-4132-01, Exacom, Inc.

58. Bids as follows: CC-1741-07; CC-1890-07; RFP-600134-07; RFP-600137-07; RFP-600139-07; RFP-600148-07; IFB-600150-07; PS-1666-07; and PS-1386-06 Presentations.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Law Enforcement Trust Fund Expenditure for YMCA Youth Programs.

DEPARTMENT: Sheriff's Office **DIVISION:**

AUTHORIZED BY: **CONTACT:** Elizabeth Gaussart **EXT:**

MOTION/RECOMMENDATION:
Approval by the Board of County Commissioners to contribute $2,000 from the Law Enforcement Trust Fund to provide funding in support of the Central Florida and Oviedo YMCA Youth Scholarship Programs. (Penny Fleming)

County-wide

BACKGROUND:

The Sheriff's Office is a strong supporter of youth programs, especially those that target at risk youth. These programs help build the self-esteem of impressionable youths and provide an enriching diversion to potential criminal activity. The YMCA is a well-known leader in providing youth programs. Supporting the YMCA's Youth Scholarship program will allow youths, regardless of their ability to pay, to attend programs they would otherwise be unable to afford such as basketball, soccer, after school care, summer camp and many others. By making a $2,000 contribution to the Youth Scholarshp program, the Sheriff's Office is investing in the area's youth and hopefully providing a diversion to criminal activity, which benefits all Seminole County residents. The $2,000 contribution would be applied to both the Seminole County YMCA and the Oviedo YMCA, each of which would receive $1,000 for their respective youth scholarship programs.

The request complies with Chapter 932.7055(4)(a), Florida State Statutes. The State/Local uncommitted Forfeiture Fund Cash Balance prior to this commitment is $11,268.15.

STAFF RECOMMENDATION:
Staff recommends the approval by the Board of County Commissioners to contribute $2,000 from the Law Enforcement Trust Fund to provide funding in support of the Central Florida and Oviedo YMCA Youth Scholarship Programs.

ATTACHMENTS:

Reviewed By:

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Enhancements to the Community Services Partnership Program

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: **CONTACT:** Kelly Metcalf **EXT:**

MOTION/RECOMMENDATION:
Approval by the Board of County Commissioners of the attached staff recommendation for enhancing the Community Service Partnership Program funding terms, financial growth plan and criteria for funding start-up agencies. (Kelly Metcalf)

County-wide

BACKGROUND:
On March 14, 2000, the Board of County Commissioners approved a formalized process under the Community Services Partnership Grant Program to implement criteria to effectively monitor and objectively evaluate requests for funding. On October 24, 2006, the Board of County Commissioners directed staff to implement a process to strengthen agencies internal capacity for the purpose of becoming less dependent on county funding; to design funding requirements to specifically address new agencies in need of start up funding, and to develop a financial plan for program growth.

STAFF RECOMMENDATION:
Staff recommends approval of the attached proposal to enhance the Community Service Partnership Program.

ATTACHMENTS:

1. Partnership Grant

Reviewed By:

☑ Budget Review (Fredrik Coulter, Karen Hufman, Lisa Spriggs)

☑ County Attorney Review (Susan Dietrich)

Community Service Agency Partnership Grant
Program Overview

Guiding Principals

- To promote the availability and accessibility of critical services to our community's most vulnerable citizens through strong and effective partnerships with local community based agencies;
- To ensure effective delivery of services through an efficient process that includes sound review of program proposals and annual monitoring of programs approved for funding;
- To encourage agencies to broaden their funding base by providing the resources needed to leverage other local, state and national resources funding to expand or improve services for Seminole County residents;
- To support agencies in developing tools necessary to increase capacity through technical assistance and training opportunities.

Statement of Intent.

It is deemed to be in the best interest of the citizens of Seminole County that funds be made available to establish partnerships with non-profit agencies who serve the community's social interests and needs. Therefore, it is the intent of this program to assist agencies that provide essential and supportive services such as food, clothing, shelter, health care, child care, education and transportation for those in need within the County.

Funds will be provided as approved by the Seminole County Board of County Commissioners and as requirements are clearly shown and proven by the various agencies that meet the guidelines as set by the County. The intent of the County is two fold: to provide funding for the good and welfare of its citizens; and to develop internal efforts, increasing capacity within three to five years.

Funding Guidelines

- Applicants must be an established 501 (C)(3) for a minimum of 3 years prior to applying.
- Distribution of services must be within Seminole County;
- Service must be provided to Seminole County residents in need;
- Previously funded agencies must demonstrate compliance with program goals, and successfully complete all monitoring standards;
- Applicants may receive funding for a maximum of 5 years depending upon previous compliance within the program, continued demonstration of need for services, and availability of funding;
  Note: Agencies providing a unique (unduplicated) service that fills an unmet need, provide essential services for life and safety, and/or use county funds to draw down (match) other funding resources may be extended further, and any increase (if recommended) will not exceed 10%;
- Funding priority will be given for agencies that provide services that fulfill a demonstrated gap within our community;
- Applicants must provide their most recent financial audit upon application;

- Agencies that provide essential services for life will be given funding priority;
- The agency must have a workable structure for administration.
- Administration costs shall not exceed more than 15% of the agency's total budget;
- Grant funding for supportive services, if recommended and approved will not exceed $50,000;
- Funding allocations will not exceed 30% of the agencies total program budget;
- Funding reductions will occur for agencies that have received funding for over 5 years, and will be based on the amount of the most recent funding allocation with a reduction of a 10% per annum rate, if recommended for continued funding;
- Funding allocations will be at a minimum of $15,000;
- Agencies approved for funding must agree to all internal and external reviews and monitoring requirements;
- Priority will be given to those agencies that have a strong fundraising plan and demonstrate success in diversification of funding;
- Grant funding for essential life services, if recommended and approved will not exceed $200,000.

Start up Agencies

A **START UP AGENCY** is defined as an agency with less than 2 years experience in the identified field of service, and can demonstrate the need for the services they provide. The following guidelines shall apply:

- Applicant must meet the requirements as stated above with the exception of the 3 year 501(C)(3) status;
- Applicant must have 501(C)(3) status one year prior to applying;
- Applicant must provide a minimum of three (3) letters of support from community leaders/agencies validating the need for the proposed services;
- Grant funding, if recommended and approved will not exceed $25,000;
- Grant funding, if recommended and approved will be contingent upon a dollar for dollar match up to the amount of the award;
- Grant funding shall not exceed two years, at which time the agency will be eligible for consideration with all other applicants;
- Grant funding, if recommended and approved may be used to cover administration expenditures during the first year only, and must be on a service reimbursement in all subsequent years of funding;

- The agency must submit a fiscal audit within six (6) months of the beginning of the County's fiscal year (October);

Plan for Growth

In a survey conducted two years ago and presented to the Board of County Commissioners, the level of funding provided to meet the needs of our residents in Seminole County was below the average level of funding provided within the six (6) county Central Florida areas. During the 2006/07 budget year, Seminole County provides approximately $4.79* per capita to address the health/social needs of our residents, compared to approximately $9.91 within the Central Florida area. To help bridge this gap, staff is proposing to increase this funding by 10% annually (approximately 50 cents), calculated at the most recently available population estimates, and presented for BCC consideration during the annual budget preparation cycle.

Funding availability and recommendations will be made in conjunction with an annual review of documented needs with in the community.

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* *Based on inclusion of CSA funding ($1,235,232), as well as Mental Health ($250,000), Substance Abuse ($100,000), Indigent Care ($371,000), and Private Physician/Sexual Assault ($18,000) which are services supported by county funding but budgeted separate from the Partnership Grant process..*

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Outdoor Warning Task Force - Follow Up Report

DEPARTMENT: Public Safety **DIVISION:** Emergency Management

AUTHORIZED BY: **CONTACT:** Shirley Exner **EXT:**

MOTION/RECOMMENDATION:
Staff will present follow-up research and recommendations regarding warning systems used during emergencies. (Steve Watts and Alan Harris)

County-wide

BACKGROUND:
Staff presented the initial report of the Outdoor Warning Task Force on March 13, 2007. The report contained a review of current warning systems in use, and explored alternate warning systems, including outdoor sirens. This report will address issues and questions raised during that presentation.

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Outdoor Warning Systems - Follow up presentation

Reviewed By:

Prepare Seminole! Campaign



Seminole County, Florida
April 10, 2007

Prepare Seminole!

1. Multimodal Approach
2. Public Education
3. NOAA Weather Radio Initiative
4. Cellular / Text Messaging



Prepare Seminole! – Multimodal

Includes advanced training and use of current warning technologies:

- Cable Interrupt
- Emergency Alert System
- Emergency Event Notification System
- NOAA Weather Radios
- Reverse Calling System
- Variable Message Boards



Prepare Seminole! – Education

- Website Design
- URL – ***prepareseminole.org***
- Launch date prior to hurricane season
- Information included:
  - Make a Plan
  - Get a Kit
  - Check Supplies
  - Stay Informed





Prepare Seminole! - Education

- Prepare Seminole Guidebook
- Current Status: Design Phase
- Information Included:
  - Disaster planning / kits
  - Important numbers / Government offices
  - Public warning
  - Protective measures
  - Shelters – general / pet-friendly
  - Special Needs





Prepare Seminole! - Education

Billboard project

- Promotes preparedness
- Direction to website: ***www.prepareseminole.org***





Prepare Seminole! - Education

"Prepare Seminole" – SGTV production

- Shown on SGTV
- Given to all Earth/Space science course teachers
- Provided as part of education in classrooms
- Public Service Announcements for PBS, SGTV
- Targeted education in community



Prepare Seminole! – NWR Initiative

- Development of door hangers
- Focus on lower economic areas and seniors for distribution
- PSA on distribution / education program
- 1 - 2 hour course on family disaster preparedness
- Internet based course w/testing

American Red Cross

Together, we can save a life

EM

PUBLIC SAFETY, PUBLIC TRUST



Prepare Seminole! - E-Alerts

Emergency Text Messaging

- Less than one month to activate system
- Compliment trends in telephone communication
- $225,000 includes hardware/upgrades
- Provide signup opportunities at libraries, community services & targeted events
- Alerting + information system





Outdoor Warning Systems

Additional Study

- Develop Request for Information packet
- Request utilization of grant funds
- Acquire outside contractor
  - University / College
  - Professional Engineering Company
- 3-6 months to obtain results
- $125,000 approximate cost for study



Prepare Seminole!

Questions?



Prepare Seminole! Campaign



Seminole County, Florida
April 10, 2007

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: (Continued from 11/7/06 and 3/27/07 BCC meetings) Amendments to the Land Development Code of Seminole County establishing Canopy Roads and Tree Protection Zones.

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: **CONTACT:** Jeff Hopper **EXT:**

MOTION/RECOMMENDATION:
1. Enact the Ordinance; or
2. Deny the Ordinance; or
3. Continue the item to a time and date certain.

(Jeff Hopper)

County-wide

BACKGROUND:

NOTE: At its January 9 meeting, the Board continued this item, and directed staff to further refine the draft ordinance to focus on several issues discussed at that time. Those concerns included the need to better define road segments appropriate for the canopy road designation, and clarification of the approval process for tree maintenance by utilities. Staff subsequently met with representatives of several utility companies regarding the proposed regulations. The attached draft ordinance has been revised to reflect these discussions.

The Design (DES) Element of the Seminole County Comprehensive Plan includes objectives and policies that encourage the preservation of canopy trees along County roads, treating them as a resource having both aesthetic and economic benefits. Policy DES 2.2 calls for maintaining a program to identify and protect scenic and canopy roads with "existing, heavy vegetation and natural canopy trees," and notes that the County will establish development standards along such roads to prevent the loss of this vegetation. The attached ordinance is intended to address three major components: (1) Amend Land Development Code (LDC) Chapter 2 (Definitions) and Chapter 60 (Arbor Regulations); (2) establish a list of canopy roads and tree protection zones (see Staff Findings for additional details); and (3) increase the minimum caliper requirement for tree replacement standards. Its provisions would affect County operations as well as private development activities. Functioning in a manner similar to existing overlay districts (such as the Lake Mary Boulevard Gateway Corridor), it would apply to public rights-of-way and 15' of adjacent private properties on either side of the road. The proposed canopy road regulations in the attached draft ordinance are combined with existing regulations on Arbor Permits, already part of the Land Development Code. Please note that underlined text shows the proposed new language, text with a line struck through it is proposed for removal, and plain text is language already adopted in the Code.

PLANNING & ZONING COMMISSION RECOMMENDATION:

On December 6, 2006, the Planning & Zoning Commission voted 5-0 to recommend DENIAL of the ordinance.

STAFF FINDINGS:

In 2004, the Board designated General Hutchison Parkway, between US 17-92 and Ronald Reagan Boulevard, as the County's first official canopy road, as designated by the Vision 2020 Seminole County Comprehensive Plan, although this was never implemented through the LDC. The attached ordinance designates General Hutchison Parkway and seven additional road segments as canopy roads. These proposed amendments to the LDC will implement and are consistent with the Vision 2020 Seminole County Comprehensive Plan. Canopy roads are defined as collector roadways characterized by rows of trees bordering both sides of the road corridor, having sufficient height, density and crown spread to create natural canopy coverage over the road. Under the definition included in the draft ordinance, a canopy road shall have a minimum of 50 percent overhead coverage above the road surface, as measured by branching, drip line, and shade. The attached ordinance details the following:

1. Designates certain roads as canopy roads.

2. Establishes tree protection zones for canopy roads.

3. Establishes regulations to ensure the protection of canopy roads (including General Hutchison Parkway).

4. Amends LDC provisions regarding the authority to require the removal of trees; requirement for routine maintenance plan; and tree trimming provisions.

5. Amends the permit and application procedures regarding maintenance and trimming of trees by public utilities.

6. Establishes requirements for permits for tree removal within a tree protection zone.

7. Establishes a requirement for a plan for work within a tree protection zone and specifies required contents of such plans.

8. Provides for inspection of work within a tree protection zone.

9. Amends the Definitions section of the LDC relating to canopy roads.

10. Amends replacement tree caliper requirements from 2 to 4 inches.

A concern expressed by the BCC at the January 9 meeting was the possibility of significant interference with the ability of utilities to install, repair and maintain public facilities and services such as water, sewer, and electric power. As a result, the Planning Division invited representatives of several utility companies that service the area to meet and discuss the proposed ordinance. At the meeting with staff on March 1, representatives of Progress Energy, Florida Power & Light, and Bright House Networks raised two basic issues related to the ordinance:

- Approval process for maintenance activities. The utilities indicated support for protecting

desirable canopy trees, but wanted a clearer process by which the County would review and approve ongoing maintenance programs. Their concerns focused on clarifying information requirements for the "general maintenance plan" prescribed by the ordinance, and the need for short-term flexibility in managing maintenance activities.

- Hazard tree exemption. Utility representatives were concerned that the ordinance might limit their ability to deal proactively with trees that could create future hazards. In earlier drafts of the ordinance, trees exempted from its provisions include dead trees or exotics, or those which might hinder response to emergency situations. However, the ordinance did not address healthy trees which threaten to pull down lines and interrupt service because they are situated in a precarious position relative to a utility line. Such trees might create an outage at any time, and the utility's ability to remove or trim them in a timely manner is extremely important, the representatives felt.

Since it was last presented to the Board, the draft ordinance has been revised to address these concerns. Staff has added Section 60.5.3, addressing maintenance work by utilities. Under this section, the utility may provide written or graphic details of typical tree maintenance activities, or reference publications describing accepted standard practices, such as those of the American National Standards Institute (ANSI). This section also permits utilities to notify the County of a generalized work area as part of a maintenance plan, with specific locations for pruning, trimming, and tree removal activities reported at least 5 days ahead of time. This 5-day notification period conforms to the recently adopted Section 163.3209, F.S., governing vegetation maintenance in public rights-of-way by utilities.

In addressing the second issue, the ordinance has been revised to permit utilities to remove trees without direct approval, as long as the criteria for identifying such trees are included in the general maintenance plan which the utility submits to the County.

The ordinance has also been revised to eliminate the "candidate road", a term that was meant to indicate a road segment with less than the fully-shaded quality of canopy roads. Thoroughfares designated as candidate roads were thought to have the potential to become full-fledged canopy roads over time with appropriate tree protection measures in place. Elimination of the candidate road designation reduced the list of road segments addressed by the proposed ordinance from 29 to 8. Staff analysis finds that designating the proposed 8 canopy road segments and adjacent tree protection zones are measures that effectively implement the Comprehensive Plan.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the ordinance.

ATTACHMENTS:

1. LPA P and Z Meeting Minutes
2. LPA P and Z Meeting Minutes
3. Prior BCC Minutes
4. Ordinance
5. Comprehensive Plan Policy
6. Economic Impact Statement

7. Private Property Rights Statement
8. Public Correspondence
9. Public Correspondence
10. Dept. of Public Safety Letter
11. Public Correspondence

Reviewed By:

☑ County Attorney Review (Kimberly Laucella)

MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING & ZONING COMMISSION
NOVEMBER 1, 2006

Members present: Ben Tucker, Beth Hattaway, Matt Brown, Jason Brodeur, and Dudley Bates

Members absent: Rob Wolf and Walt Eismann

Also present: Tina Williamson, Principal Coordinator; Michael Rumer, Senior Planner; Kathleen Furey-Tran, Assistant County Attorney; Ian Sikonia, Senior Planner; Sheryl Stolzenberg, Principal Coordinator; Dr. Kelly Brock, Senior Engineer; Austin Watkins, Planner; and Candace Lindlaw-Hudson, Clerk to the Commission.

Land Development Code Amendments to create "Canopy Roads", "Candidate Roads" and "Tree Protection Zones:

A proposed amendment to the Land Development Code to protect canopy trees along designated roadways, creating a "tree protection zone" prohibiting most clearing activities.

Unincorporated Seminole County
Jeffrey Hopper, Senior Planner

Mr. Hopper stated that the BCC established the General Hutchinson Parkway as the County's first official canopy road in 2004 through and amendment to the County's Vision 2020 Plan. This amendment will carry that designation into the Land Development Code and designate other roads as canopy roads to help preserve some of the County's significant natural features. The ordinance also identifies "Candidate Roads" which have the potential of becoming canopy roads in the future. The ordinance will also establish tree protection zones and establish regulations to protect the canopy trees within the zones. Staff recommendation is for a finding of consistency with the comprehensive plan and approval of the ordinance.

Mr. Hopper explained that in doing this project, the existing arbor ordinances were merged with the language of the current project. The text that is underlined is new; the text that is not underlined is existing.

Commissioner Brown asked if the corridor was at 150 feet when the General Hutchinson was passed.

Mr. Hopper said that it was.

Commissioner Brown questioned if the 150-foot width would put restrictions on landowners at certain places on these roads.

Mr. Hopper said that if the land had been cleared of trees, these rules are to protect existing trees. At General Hutchinson, the width was chosen to make room for a County trail along there.

Commissioner Brown asked if it would be an issue to have to take down trees to make the County trail in the General Hutchinson area.

Mr. Hopper said that the ordinance would allow the Planning and Development Director to review any proposed plans to be sure that the effect would be minimized. The 150-foot width was for inclusion of the trail area in the protection area.

Commissioner Tucker asked if there was any differentiation between species of canopy trees.

Mr. Hopper said there was no differentiation. There was a list of trees excluded in Chapter 60 of the Code. Exotic species will not be protected.

Commissioner Tucker stated that Mellonville Road is a beautiful canopy road with large hardwood trees. The problem is the tree-lined roads that have to be widened. Extra lanes can be put on the outside of the existing trees to save the trees.

Mr. Hopper said that the BCC has the option of removing the trees where they interfere with the construction of roads, utilities, and the like.

Commissioner Tucker said that he would like to see some creative use of land to preserve the trees.

Commissioner Hattaway said that when going west on General Hutchinson toward Ronald Reagan there is an area that could be held to be an extension of the Canopy Road. There is a convenience store and an auto body shop. Will property owners be required to recanopy the area if no trees exist there? If the area is redeveloped then the owner would be required to use canopy trees.

Mr. Hopper said that the trees would be required in the buffering of any redevelopment. Buffer requirements in the Code now include

canopy trees.

Commissioner Tucker asked when this item would be implemented.

Mr. Hopper said that the item would be going to the BCC on November 7, 2006 for adoption. It would take effect immediately.

Commissioner Hattaway noted that on page 8, the pruning was a concern to her, especially the making of large "V" shaped cuts in trees for power lines. The "V" shaping is not desirable either.

Commissioner Brodeur noted that private citizens have to go through a process to remove trees, whereas the government can do what it wants. Isn't there an arborist panel to consider these things?

Commissioner Hattaway noted Section 60.7 which requires one to file a fee in cases of objection to a decision by the tree committee. She did not want to add another layer of bureaucracy to an already complex system.

Mr. Hopper pointed out that the Tree Committee is part of the already existing regulations. It is the Board of County Commissioners.

Commissioner Brodeur said that the designation should be the "Board of County Commissioners" rather than "Tree Committee."

Commissioner Hattaway stated that she did not want to be a part of adding to the bureaucracy of procedures within the county.

Commissioner Brown asked if there were trees being lost in these areas now?

Mr. Hopper said that this was an effort to protect what was there.

Commissioner Brown said that he thought that this was diminishing the property rights of the land owners.

Commissioner Tucker said that this was a long term project.

Commissioner Hattaway said that she did not see the reason for this whole thing; we have a lot of control now.

Commissioner Hattaway made a motion to table this item for further study.

Commissioner Brodeur seconded the motion.

The motion passed unanimously.

MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
DECEMBER 6, 2006

Members present: Ben Tucker, Beth Hattaway, Matt Brown, Walt Eismann, and Jason Brodeur

Members absent: Dudley Bates and Rob Wolf

Also present: April Boswell, Planning Manager; Tina Williamson, Principal Coordinator; Michael Rumer, Senior Planner; Ian Sikonia, Senior Planner; Kathleen Furey-Tran, Assistant County Attorney; Tony Matthews, Principal Planner; Jeffrey Hopper, Senior Planner; Sheryl Stolzenberg, Principal Coordinator; Tony Nelson, Senior Engineer; Dori Debord, Director of Planning and Development; Kevin Fall, Economic Development Department; and Candace Lindlaw-Hudson, Clerk to the Commission.

Land Development Code Amendments to create "Canopy Roads", "Candidate Roads" and "Tree Protection Zones:

A proposed amendment to the Land Development Code to protect canopy trees along designated roadways, creating a "tree protection zone" prohibiting most clearing activities.

Unincorporated Seminole County
Jeffrey Hopper, Senior Planner

Mr. Hopper presented the ordinance which will cover canopy roads and candidate roads and tree protection zones. Canopy roads are bordered on both sides by trees of sufficient height, density and crown spread to create natural canopy coverage over the road. Candidate roads have trees of that nature on at least one side of the road with the potential that they could become canopy trees at a later time. The ordinance establishes the permitting process to protect significant trees within a tree protection zone. Trees would have a minimum of 8-inch diameter at breast height. This definition excludes invasive or exotic species. These regulations would be incorporated into the County's existing arbor permit regulations and would become part of the County's development review process. Mr. Hopper stated that he has received comments from the Development Advisory Board and one utility company since the first presentation to the Planning and Zoning Commission. Mr. Hopper said that eight issues had been identified to address at tonight's hearing.

Issue One: How will the ordinance effect existing development, particularly commercial development? Would trees be required to be added to existing sites? Mr. Hopper said that only existing trees are covered by the ordinance. Other provisions, already in effect, in arbor and landscaping regulations that

may require further action.

Issue Two: Are we protecting exotic species? Mr. Hopper said that existing regulations exempt exotic species.

Issue Three: There is a need to protect canopy trees when roads are widened. Mr. Hopper said that alternate ways of widening road by creating new travel lanes around the trees would be explored and other ways to protect significant trees would be considered when the need arose.

Issue Four: There are unattractive shapes of trees being created around power and utility lines. Mr. Hopper said that two shapes are currently prohibited and others can be added.

Issue Five: Will the ordinance effect fire fighting in the rural areas? Mr. Hopper said that the ordinance was reviewed by the Department of Public Safety and that they had no comment.

Issue Six: Another issue was that there was adequate provision to remove trees for the maintenance of roads or utilities. Language can be changed for maintenance and construction of roads and utilities.

Issue Seven: The County needs the opportunity to evaluate trimming and maintenance activities before they occur.

Issue Eight: A 16-foot distance for clearance is not adequate for all types of utility equipment. Public safety has stated that they only need 12 feet of clearance for fire equipment access.

Mr. Hopper reviewed five revisions that have been recorded for inclusion, as noted in the staff report.

Mr. Hopper stated that staff recommendation is for a finding of consistency with the Comprehensive Plan and a recommendation of approval.

There were no comments from the audience.

Commissioner Brown asked how a property owner can prove what was on his property at the time of the activation of the ordinance. How will the County know what was there?

Mr. Hopper said that this is to protect existing trees. If the tree does not meet the 8 inch diameter, the ordinance does not address it.

Commissioner Brown said that people would be inclined to cut down trees of

less than and 8 inch diameter because of their potential for a negative economic impact to the property owner. Commissioner Brown said that structures built within tree protection zones are subject to setbacks. He questioned the 75-foot setback. Commissioner Brown said that this is addressing a problem that the County does not have.

April Boswell said that property owners are not being asked to plant or take down any trees. Property owners are not being asked to plant or take down any trees. Arbor ordinances are required. This is not retroactive for existing properties.

Commissioner Brown said that people will remove trees to avoid future restrictions. This ordinance could actually hurt us. In other parts of the country people have gone ahead and clear-cut their lots just to avoid having potential problems.

Commissioner Hattaway said that people who own vacant land will now cut down trees to keep from having to keep them and be restricted.

Commissioner Brodeur read eleven requirements of the arbor ordinance that is in force now. He said that this new ordinance will lead people to clear cut. We should give incentives to keep trees.

Commissioner Hattaway said that the County already has a lot of latitude and control now. This ordinance is another layer of bureaucracy we don't need.

Commissioner Hattaway made a motion to recommend denial.

Commissioner Eismann seconded the motion.

The motion passed 5 – 0.

this meeting's scheduled public hearings into the Official Record.

Districts 1, 2, 3, 4 and 5 voted AYE.

PUBLIC HEARINGS

REQUEST FOR AMENDMENTS TO LDC
RE: CANOPY ROADS, Continued

Continuation of a public hearing to consider amendments to the Land Development Code of Seminole County, amending Chapter 2 (Definitions) and Chapter 60 (Arbor Regulations) of the Land Development Code, establishing canopy roads, candidate roads and tree protection zones, and increasing the minimum caliper requirement for tree replacement zones, as described in the proof of publication.

Senior Planner, Jeff Hopper, addressed the Board to present the amendments, advising of changes on pages 4, 8, 10 and 11 of the proposed ordinance.

Commissioner Carey expressed her concern that the LDC is requiring many of these trees to be planted under the power lines. She suggested the County meet with the power companies to talk about alternatives. She also suggested staff look at the LDC to see what the County is requiring people to do. She expressed her concern about the list of canopy roads, stating Country Club Road has been added to the list; however, there are parts of the road that have no trees on it whatsoever. She added she believes the Board needs to look at this ordinance closer, and she would like for this item to be continued and brought back.

Commissioner Van Der Weide stated he has similar concerns about the ordinance.

Chairman Henley suggested continuing this so that staff can meet with each Commissioner for more input.

BK 3 4 3 PG 0 5 7 8

Motion by Commissioner Carey, seconded by Commissioner Van Der Weide to continue until March 27, 2007, consideration of amendments to the Land Development Code of Seminole County, amending Chapter 2 (Definitions) and Chapter 60 (Arbor Regulations) of the Land Development Code, establishing canopy roads, candidate roads and tree protection zones, and increasing the minimum caliper requirement for tree replacement zones, as described in the proof of publication.

Under discussion, Commissioner Dallari requested staff look at the "root guard" product before they bring this back for consideration.

No one spoke in support or in opposition to the continuance.

Speaker Request Form from Bill Holmes was received and filed.

Districts 1, 2, 3, 4 and 5 voted AYE.

CONSIDERATION OF MAJOR AMENDMENT TO HAWTHORNE GLEN PUD, JAMES HATTAWAY, Continued

Continuation of a request to consider a Major Amendment to the Hawthorne Glen PUD for property consisting of 1.46 acres located on the northwest corner of the intersection of Old Lockwood and McCulloch Road, as described in the proof of publication, James Hattaway.

Principal Coordinator, Tina Williamson, presented the request, advising the Board approved the PUD on September 23, 2003 for 225 townhouse units and a commercial tract (Tract F). At this time, the applicant is requesting to amend setback and buffer requirements for commercial Tract F. She outlined the requested changes as follows: (1) Complying with the LDC Active/Passive Buffer Setback Design Standard, which requires a 6-foot masonry wall and a double row of canopy trees along the

ORDINANCE NO. 2007 - ____ SEMINOLE COUNTY, FLORIDA

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, FLORIDA; AMENDING CHAPTER 2, SECTION 2.3 BY ADDING DEFINITIONS FOR BORDER TREE, CANOPY ROAD, DISTURBANCE, DIAMETER AT BREAST HEIGHT, INVASIVE PLANT, NATURALIZED PLANT, PROTECTED TREE, TREE REMOVAL, TRAVELWAY, TREE PROTECTION ZONE, TREE REMOVAL AND PROTECTION PERMIT, AND TREE LOCATION SURVEY, AMENDING 60.2 PROVIDING FOR PROPERTY IN A TREE PROTECTION ZONE NOT EXEMPT FROM REGULATIONS; CREATING SECTION 60.2.1, "CANOPY ROADS AND TREE PROTECTION ZONES" TO CHAPTER 60; DESIGNATING CERTAIN COUNTY ROADS AS CANOPY ROADS; AND ESTABLISHING TREE PROTECTION ZONES FOR CANOPY ROADS; AMENDING SECTION 60.5 BY EXEMPTING THE CARROTWOOD TREE FROM THE PROVISIONS OF CHAPTER 60; AMENDING SECTION 60.5.2 BY EXPANDING THE AUTHORITY TO REQUIRE THE REMOVAL OF TREES, REQUIREMENT FOR ROUTINE MAINTENANCE PLAN, AND TREE TRIMMING PROVISIONS FOR PUBLIC UTILITIES; CREATING SECTION 60.5.3, "MAINTENANCE WORK BY UTILITIES"; AMENDING SECTION 60.22 CLARIFYING THE PERMIT AND APPLICATION PROCEDURES FOR MAINTENANCE AND TRIMMING OF TREES BY PUBLIC UTILITIES, PERMITS FOR TREE REMOVAL WITHIN A TREE PROTECTION ZONE, AUTHORIZATION TO SET REASONABLE FEES, REQUIREMENT FOR AND CONTENTS OF A PLAN FOR WORK WITHIN A TREE PROTECTION ZONE, PROVISION FOR INSPECTION OF WORK WITHIN A TREE PROTECTION ZONE, AND INCREASING MINIMUM CALIPER SIZE FOR TREE REPLACEMENT; AMENDING SECTION 60.24 PROVIDING FOR REMEDIES IN LAW AND EQUITY BY THE TREE COMMITTEE FOR COMPLIANCE WITH THIS PART; DELETING THE DEFINITION OF TREE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners has an exemplary history of preserving and enhancing the character of roadways within Seminole County by adopting Comprehensive Plan policies and Land Development Code regulations regarding gateway, canopy, and scenic roadways; and

WHEREAS, the Board of County Commissioners desires to designate certain County roads as canopy roads and incorporate provisions for the protection and maintenance of these roads into the County's Arbor Regulations; and

WHEREAS, the Board of County Commissioners desires to strengthen the existing Arbor Regulations of the Land Development Code of Seminole County; and

WHEREAS, an economic impact statement has been prepared and is available for public review in accordance with the provisions of the Seminole County Home Rule Charter; and

WHEREAS, the private property rights analysis relating to this Ordinance has been prepared and made available for public review in accordance with the requirements of the Seminole County Comprehensive Plan (SCCP); and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Amendment to Section 2.3, Land Development Code of Seminole County (LDC). Section 2.3 of the LDC is amended to add the following definitions:

"Border Tree: A tree which has any portion of its trunk, between 12" and 54" above ground surface, growing on the line established as the outer perimeter of the tree protection zone."

"Canopy Road: A thoroughfare that is characterized by rows of trees bordering both sides of the road corridor of sufficient height, density and crown spread to create natural canopy coverage over the road. A canopy road shall have a minimum of 50 percent overhead coverage (excluding invasive species), per section of travelway as measured by branching, drip line, shadows, and other visual cues. Trees within a canopy road tree protection zone shall, or generally consist of a minimum of 75 percent native and naturalized species."

"Diameter at Breast Height (DBH): The diameter of the trunk measured 54 inches above the ground."

"Disturbance: Any action by a person which causes irreparable harm to a protected tree. Actions which disturb a protected tree include, but are not limited to, damage inflicted upon the root system by heavy machinery, excessive trimming, changing the natural grade above the root system or around the trunk, damage inflicted on the tree permitting infection or pest infestation, application of herbicides or other chemical agents, infliction of a trunk wound, measured at its greatest dimension, that is 50 percent or greater of the diameter of the tree, or removal of sufficient canopy to cause unnatural decline of the tree."

"Invasive Plant: Any non-indigenous plant that grows aggressively enough to crowd out native plants."

"Naturalized Plant: A plant that is not native to Seminole County but has colonized without being aggressive."

"Protected Tree: A canopy tree of 8 inches DBH or greater with sustaining root system and crown and potential to provide shade over travelways. Specifically excluded from this definition are: palm trees; species listed as understory trees in Part 64, Figure 1; and species listed as exotic trees in Section 60.5(e) of the Land Development Code."

"Travelway: The portion of the roadway for the movement of vehicles exclusive of the shoulders, bike lanes, or gutters."

"Tree Location Survey: A scaled drawing, at 1 inch = 200 feet or less, which provides the following information: location of all trees, plotted by accurate techniques; common name of all trees; and diameter at breast height (DBH) for each tree, printed on the proposed site plan. A site plan printed on an aerial photograph may be substituted if it is approved by the Planning & Development Director prior to submittal and if it is a recent, legible aerial photograph that reflects existing site conditions. Such a site plan shall be subject to the same scale requirements as a tree location survey."

"Tree Protection Zone: A designated section of County right-of-way and the adjacent private property extending from the edge of the right-of-way onto adjacent private property a distance as follows:

35' General Hutchison Parkway
15' all others.

"Tree Removal: To relocate, cut down, poison, or in any other manner destroy, or cause to be destroyed, a tree. It includes topping (except where permitted under state law), damage, or any other action that causes irreparable injury."

"Tree Removal and Protection Permit: The legal authorization to remove trees and/or the requirements to protect the trees from disturbance on a lot, pursuant to the provisions of this Code."

"Utility: Any agency, company, or other organization, including a local government, that provides electricity, gas, communication, water, sewage collection, or other similar public service, and maintains facilities for such service on or adjacent to public or private right-of-way in Seminole County."

Section 2. Amendment to Chapter 60, Land Development Code of County (LDC). Chapter 60 of the LDC is amended to read as follows:

Sec. 60.2. ~~Scope~~ Applicability. The terms and provisions of this chapter shall apply to all real property lying within the unincorporated areas of the County except as to those properties exempted from regulation by the County pursuant to Sections 163.3162 and 823.14, Florida Statutes (2003) and except as to developed single family lots of five (5) acres or less. Any property in a tree protection zone is not exempt from the regulations, unless otherwise stated in this Part.

Sec. 60. 2.1 Canopy Roads and Tree Protection Zones

Canopy roads and tree protection zones are established herein and shall apply to the following collector road segments:

ROAD	*FROM*	*TO*
Banana Lake Road	CR 46A	South terminus
Dike Road	500' west of Maidenwood Way	Howell Branch Road
Florida Avenue	Elm Street	Kansas Street
Florida Avenue	Oklahoma Street	Van Arsdale Street
Gen. Hutchison Parkway	Ronald Reagan Boulevard	US 17-92
N. Hart Road	Avenue C	Avenue A
N. Hart Road	Avenue A	Geneva Heights Road
Wilson Road	Emmett Avenue	International Parkway

Border trees shall be included in the tree protection zone except as provided in Section 60.6.

Sec. 60.3. The Board of County Commissioners Designated as the Seminole County Tree Committee. The Board of County Commissioners (BCC) is hereby designated as the Seminole County Tree Committee. In that capacity the BCC may:

(1) Consider and impose appropriate tree preservation conditions of approval for land use amendments, rezoning requests, and preliminary master plans;

(2) Approve grading, tree replacement and tree protection provisions contained in final master plans and subdivision plats;

(3) Approve Historic Tree nominations and permits for necessary removal of Historic trees;

(4) Increase citizen awareness of and community support for tree preservation and protection programs and objectives;

(5) Implement a Tree Planting and Management Plan;

(6) Provide for designating and observing an Arbor Day, including a Proclamation relating thereto;

(7) Approve the annual re-certification as Tree County USA;

(8) Coordinate activities and programs with civic and public interest groups devoted to tree care and preservation;

(9) Hear appeals by aggrieved parties from decisions made by the Planning and Development Director, or his or her designee; and

(10) Direct the enforcement of all provisions of this ordinance.

Sec. 60.4. Tree preservation during development and construction.

(a) In order to prevent destruction of or damage to trees, trees not designated for removal may be required by the terms of the permit to be protected by barrier zones. Protective barriers shall be erected prior to any land clearing or construction of any structures, roads, utility service, or other improvements and may be required by the terms of the permit to comply with the following:

(1) Protective posts (two (2) inches by four (4) inches or larger wooden post, two (2) inches outer diameter or larger galvanized pipe, or other post material of equivalent size and strength-rebar shall not be used as a protective post) shall be implanted deep enough in the

ground to be stable and with at least three (3) feet of the post visible above the ground;

(2) Protective posts shall be placed at points not closer than the drip line of the protected tree, with the posts being not further than six (6) feet apart, except that pedestrian access may be allowed within this line as needed during construction but, in no case, shall access be permitted closer than five (5) feet to the trunk;

(3) All protective posts shall be linked together (fencing at least three (3) feet high, two (2) courses of rope not less than one-half ($^1/_2$) inch in diameter or a chain of comparable size, or other material of equivalent visibility), and each section shall be clearly visible (flagged with yellow plastic tapes or other brightly colored weatherproof marker);

(4) All existing trees to remain and replacement stock shall have the natural soil level maintained from the trunk to the drip line of each tree. Permanent tree wells, retaining walls or planter islands shall be provided, when found to be necessary by the Planning and Development Director, or his or her designee, to maintain the existing natural soil levels. Insofar as practicable to maintain a reasonable beneficial use of the property, natural drainage to such trees shall be maintained. No grade changes shall be made within the protective barrier zones, without prior approval by the Planning and Development Director, or his or her designee.

(5) Protective barrier zones shall remain in place and intact until such time as landscape operations begin or construction is complete, whichever occurs first;

(6) Landscape preparation in the protected area shall be limited to shallow disking of the area, however, no disking shall occur within five (5) feet of the trunk or above ground roots.

(b) No building materials, machinery or temporary soil deposits shall be placed within protective barrier zones defined in subsection (a) above;

(c) No attachments or wires other than those of a protective or non-damaging nature shall be attached to any tree;

(d) Trenching of any type should be avoided in the protective barrier zone. Where underground installations are conducted adjacent to the trunks of trees to be preserved, tunneling should be utilized to the maximum practicable extent. When trenching or tunneling occurs near trees to be protected, protective measures should be taken in accordance with the Tree Protection Manual for Builders and Developers published by the

Florida Department of Agriculture and Consumer Services which is adopted herein by this reference thereto;

(e) The Planning and Development Director, or his or her designee, shall conduct periodic inspections of the site before work begins and during clearing, construction and post-construction phases of development in order to insure compliance with this Code and the intent of this chapter. Trees that are destroyed or which are subject to major damage, as determined by the Planning and Development Director, or his or her designee, shall be replaced in accordance with the requirements of this ordinance before occupancy unless removal has been permitted by the County.

Sec. 60.5. Exemptions. The following exemptions are self executing, but any person desiring a document attesting to such exemption may make application to the Planning and Development Director, or his or her designee. If deemed necessary the property shall be inspected to confirm that the specified activity is, in fact, exempt. If the activity is determined to be exempt, the Planning and Development Director, or his or her designee, shall place on record the basis for the same, including all statements and documents submitted by the applicant and shall describe with particularity the precise activities exempted.

(a) **Emergencies.** In the event that any tree endangers health or safety and requires immediate removal, such as, but not limited to, the cutting of emergency fire lanes by fire-fighting units, verbal authorization may be given by the Planning and Development Director, or his or her designee, and the tree may be removed without obtaining a written permit as herein required. Such verbal authorization shall later be confirmed in writing;

(b) **Nurseries.** All state-approved**,** governmental and private plant or tree nurseries and botanical gardens are exempt from the terms and provisions of this chapter only in relation to those trees which are planted and growing for the sale or intended sale to the general public in the ordinary course of business or for some public purpose;

(c) **Pruning.** Normal pruning (less than 25 percent of the canopy) of trees, when conducted in accordance with the adopted "Tree Pruning Standards" of the National Arborist Association, are exempt from the terms and provisions of this chapter, except that the following pruning practices are not permitted and constitute a violation of this chapter requiring replacement of the trees subjected thereto in accordance with the replacement requirements of this chapter:

(1) Hat-racking: the severe trimming of trees in which most branches are cut and few branches with leaves remain;

(2) Lollipopping: the severe trimming of trees to create a non-natural shape.

Trees planted and maintained as topiaries which are not part of the required landscaping are exempt from these pruning restrictions.

(d) **Agricultural Uses.** Activity of a bona fide farm operation on land classified as agricultural land pursuant to section 193.461, Florida Statutes (2003), is exempt from this chapter 60 if such activity is regulated through implemented best management practices, interim measures, or regulations developed by the Department of Environmental Protection, the Department of Agriculture and Consumer Services, or a water management district and adopted under chapter 120 as part of a statewide or regional program; or if such activity is expressly regulated by the United States Department of Agriculture, the United States Army Corps of Engineers, or the United States Environmental Protection Agency.

(e) **Exotic Trees.** All tree species listed as Category I or Category II invasive exotics in the Florida Exotic Pest Plant Council's List of Invasive Species, including the following species of trees, shall be exempt from the provisions of this chapter:

(1) Acacia (Acacia species);
(2) Australian Pine (Casuarina species);
(3) Brazilian Pepper (Schinus terebinthifolius);
(4) Cajeput Tree or Punk Tree (Melaleuca quinquenervia);
(5) Camphor (Cinnamomum camphora);
(6) Carrotwood (Cupaniopsis anacardiodes);
(~~6~~7) Chinaberry (Melia azedarach);
(~~7~~8) Chinese Tallow Tree (Triadica sebifera);
(~~8~~9) Ear Tree (Enterolobium cyclocarpum)
(~~9~~10) Eucalyptus (Eucalyptus robusta)
(~~10~~11) Flamegold Tree (Koelreuteria elegans);
(~~11~~12) Guava (Psidium species);
(~~12~~13) Jacaranda (Jacaranda acutifolia)
(~~13~~14) Java Plum (Syzygium cumini);
(~~14~~15) Mimosa (Albizia julibrissin);
(~~15~~16) Paper Mulberry (Broussonetia papyrifera);
(~~16~~17) Rosewood (Dalbergia sissoo);
(~~17~~18) Silk Oak (Grevillea robusta);
(~~18~~19) Tung Oil Tree (Aleurites fordii);
(~~19~~20) Umbrella Tree (Schefflera actinophylla); and
(~~20~~21) White Lead Tree (Leucaena leucocephala).

(f) **Disasters.** In the case of emergencies such as hurricane, hailstorm, windstorm, flood, freeze, or other disasters, the requirements of this chapter may be temporarily waived by the Planning and Development Director, or his or her designee, or the Public Safety Director. At the earliest possible meeting of the board, findings shall be presented to the board establishing that such waiver was necessary so that public or private work to restore

order in the county would not be impeded. Said waiver must be for a time certain and may not be for an indefinite period;

(g) **Dead Trees.** Dead trees are exempt from the terms of this chapter.

(h) **Hazard Trees.** Where a public utility determines that an existing tree in a tree protection zone poses an immediate threat to public safety and/or the maintenance of service, such tree shall be exempt from the provisions of this chapter provided that:

(1) Detailed criteria for identifying such trees have been included in and approved by the County as part of the utility's general maintenance plan under Section 60.5.3; and

(2) The trimming, pruning or removal of this tree is consistent with these criteria.

Section 60.5.1. Logging.

(a) Except as to activity conducted on land classified as agricultural land pursuant to section 193.461, Florida Statutes (2003), no person shall engage in logging operations without first obtaining a logging permit.

(b) Each application for a logging permit shall comply with all applicable conditions and recommendations outlined in the Florida Department of Agriculture and Consumer Services' publication titled "Silviculture Best Management Practices". Applications shall describe in detail the lands to be logged, the size and types of trees to be logged, the term of operations, the months during which trees will be logged, the procedures for safeguarding trees not to be logged, procedures for restoration of altered terrain, procedures for preventing erosion and pollution, and to what extent reforestation is to occur. A reforestation plan indicating all appropriate cover and plantings shall be submitted with all applications for logging permits unless waived by the Planning and Development Director, or his or her designee, based upon his or her determination that submission of a plan would not further the public interests based upon future development conditions that will relate to the site. The Planning and Development Director, or his or her designee, upon receipt of said application, may require such additional information as deemed necessary to meet the intent and purposes of this chapter;

(c) The Planning and Development Director, or his or her designee, may, in granting a logging permit, place such reasonable conditions or restrictions upon the same as deemed necessary to:

(1) Protect trees not permitted to be logged;

(2) Buffer logging operations from waterways, parks, and residentially designated, zoned, occupied or used lands;

(3) Guarantee restoration of terrain to a degree necessary for the prevention of erosion and protection of flora;

(4) Prevent pollution;

(5) Insure reforestation, if part of the management plan;

(6) Preserve historic trees;

(7) Otherwise promote the intents and purposes of this chapter.

(d) Notwithstanding anything herein to the contrary, no person shall:

(1) Destroy, damage or log any trees which have been designated by the county or other appropriate agency as threatened, endangered or historic; or

(2) Conduct logging operations within fifty (50) feet of any lands that are residentially designated, zoned, used or occupied.

Section 60.5.2 Authority to require removal of trees. The Board of County Commissioners may, after such notice as is reasonable under the circumstances, order the removal of ~~dead, damaged or diseased~~ trees on private or public property when such trees:

(1) constitute an imminent threat to life or property; or

(2) harbor pest insects which threaten other trees in the area; or

(3) are diseased with a disease that threatens other trees in the area~~.~~; or

(4) have the potential for interference with the construction of public roads, utilities, landfills, stormwater facilities, or other government uses where such trees are located within a tree protection zone; or

(5) are dead and located within tree protection zones.

The owner of the property upon which the tree is located shall remove the tree within the time specified by the Board. Failure to comply with the Board's order shall authorize the County to enter upon the property and remove the tree and bill the owner for the expense thereof.

Section 60.5.3. Maintenance Work by Utilities. Nothing in this Part shall be construed to prevent routine maintenance or the trimming of trees within tree protection zones by public utilities or their authorized agents, where such trimming or maintenance is required for the establishment or continuation of the service provided by such utility. Prior to undertaking such activities, the utility shall submit to the Planning & Development Director a general maintenance plan which shall indicate:

(a) The type of maintenance to be performed.
(b) The location of the affected tree protection zone(s) and the approximate locations of utility structures within such zone(s).
(c) An approximate (e.g. yearly or monthly) maintenance schedule.
(d) Specific measures to be taken by the utility to minimize damage to trees and the canopy or tree-lined effect within the protection zone(s). Such measures may be described in written form, depicted in a diagram or other graphic, or incorporated into the plan by reference to the most recent accredited industry standard procedure of the American National Standards Institute (ANSI).

The Planning & Development Director, or designee, shall review the submitted maintenance plan and shall, within 30 days, issue a letter of agreement authorizing maintenance within the tree protection zone(s). The letter shall contain all pertinent information submitted in accordance with subsection (a-d) above as well as any revisions deemed necessary by the Director to preserve the tree protection zone. The letter shall be signed by the Planning & Development Director and an authorized representative of the utility. The letter of agreement shall be valid for a maximum period of 5 years. Upon expiration of this time period, the utility may seek a new letter of authorization and shall be subject to any new regulations then in effect.

Prior to conducting scheduled routine vegetation maintenance and tree pruning or trimming activities within a tree protection zone, the utility shall provide the Planning & Development Director with a minimum of 5 business days' advance notice. Such advance notice is not required for vegetation maintenance and tree trimming or pruning required to restore electric service or prevent an imminent outage. However, all such activities shall be consistent with the approved general maintenance plan.

Trimming within a tree protection zone shall be limited to 16 feet clearance over the travelway for vehicles, and eight feet over walkways for pedestrian clearance.

Sec. 60.6. Variances. The preservation of any tree on the preferred tree replacement species list with a trunk diameter of twenty-four (24) inches and greater measured four and one-half ($4^1/_2$) feet above the ground [Diameter at Breast Height (DBH)] may be considered as the basis for the Planning and Development Director, or his or her designee, granting a variance from the required replacement ratios or the literal application of the provisions of this chapter. Conditions of a variance so granted shall be made a part of the arbor permit.

At the request of an applicant as part of the tree removal plan required under Section 60.22(c)(7), a border tree adjacent to a tree protection zone may be

removed at the discretion of the Planning & Development Director, where he or she finds that one or more of the following criteria apply:

(a) The tree is damaged or diseased such that it is not capable of creating substantial shade over the travelway of the designated canopy road.
(b) The majority of the trunk and branches lie outside the tree protection zone.
(c) The distance from the tree to the travelway is equal to or greater than the height of the tree.

Prior to granting an administrative variance, the Planning & Development Director may require additional documentation beyond the requirements of Section 60.22(c)(7), including but not limited to photographs, surveys, elevations, or written reports from an arborist certified by the International Society of Arboriculture (ISA).

Sec. 60.7. Appeals. Any affected person, as hereafter defined, aggrieved by any decision made in the application of this chapter may file a written appeal with the Tree Committee in accordance with the provisions of this section. An "affected person" is the person, firm, corporation or other legal entity making an application for a permit pursuant to this Chapter or that is the subject of any enforcement action pursuant to this Chapter.

(a) The appeal shall be filed not later than fifteen (15) days from the date on which the disputed decision was rendered.
(b) The fee for filing an appeal shall be paid when the appeal is filed. The amount of the fee shall be established by resolution of the Board of County Commissioners.
(c) The hearing on the appeal shall be held within sixty (60) days of the date of filing of the appeal.
(d) After a full and complete hearing on the appeal, the Tree Committee shall, within fifteen (15) days of said hearing, render its decision in writing either affirming, overruling, or modifying the decision of the administrative official, agency or body.

Sec. 60.8. Effect of violations upon building permits and final approvals. No building permits shall be issued on lands where violations of this chapter are found to exist by the Planning and Development Director, or his or her designee, until such time as appropriate remedial action is approved by the county. Final approval shall not be given to any construction until all violations have been corrected.

Sec. 60.22. Permit application and procedures. The following procedures shall be followed and shall govern the granting of all permits pursuant to this chapter, except for the permits for maintenance and trimming of trees by public utilities within tree protection zones, as defined in Sec. 60.5.3:

(a) *Application.* Permits for removal, relocation, or replacement of trees covered herein shall be obtained by making application in a form

prescribed by the Planning and Development Director, or his or her designee, to the following appropriate public bodies:

(1) In the case of a subdivision development, an application for an arbor permit shall accompany the preliminary subdivision plan of said subdivision and shall be submitted to the Development Review Division for review. The arbor permit submittal information included with the preliminary subdivision plan may be limited to an aerial photograph or drawing of the areas where trees are proposed for removal or relocation. Upon submittal of final engineering plans for a subdivision, the applicant shall provide all information required in Section 60.22 (b) and (i). The Planning and Development Director, or his or her designee, shall have final authority over the approval or denial of applications for permits in such instances. Approval of the final engineering plans shall constitute approval of the arbor permit, provided however that no clearing pursuant to the arbor permit shall commence until the site permit has been issued for the final engineering plans;

(2) In the case of any development which requires site plan approval by the Planning and Zoning Commission, the Board of County Commissioners, or both; permits for removal, relocation or replacement of trees covered herein shall be obtained by making application at the time of site plan submittal to the board charged by law, ordinance or regulation with the approval of said site plan. In those cases where a site plan is required to be approved by both the Planning and Zoning Commission and the Board of County Commissioners, the decision of the Planning and Zoning Commission with respect to the tree permit application shall be recommendatory only, and the Board of County Commissioners shall make the ultimate decision as to whether to grant or deny said application for permit. Staff evaluation of the appropriateness of the application will be included in their recommendation to the Board of County Commissioners and approval of the site plan shall constitute approval of the arbor permit;

(3) In the case of property in a tree protection zone where development requires approval under the Land Development Code, said tree removal and protection permit shall not be issued until after the final engineering is approved. Any person applying for a permit to remove or disturb trees shall file a written application and pay such a fee as established under separate resolution by the Board of County Commissioners. The written application shall constitute a written authorization for County staff to enter the property to conduct inspections to determine if the applicant is in compliance with the provisions of this Part. A tree location survey for the lot must be submitted with the application.

(~~3~~4) In the case of a vacant single family lot development involving tree removals, an application for an arbor permit shall accompany the building application for said lot and shall be submitted to the Building Division for approval; or

(4~~5~~) In all cases, other than those described in subsections (1), (2), (3) and (~~3~~4) above, permits for removal, relocation, or replacement of trees covered herein shall be obtained by making application to the Planning Division.

(b) *Fees.* The Board of County Commissioners is authorized to set reasonable fees and charges for the implementation of this Part. Fees charged shall substantially finance the costs incurred in processing authorizations and other related activities administered by the Planning & Development Director, and shall be adopted by resolution to amend the Seminole County Fee Schedule. Fees shall be waived with reference to any tree that is determined to be exempt under the conditions of Sec. 60.5, including Section 60.5.3, Maintenance Work by Utilities.

(~~b~~c) *Submittals.* All applications shall be accompanied by such permit fee as shall, from time to time, be established by duly adopted resolution by the Board of County Commissioners; provided, however, that governmental agencies are exempted from permit fees. Each application for a permit to remove, relocate or replace trees covered herein shall be accompanied by a written statement indicating the reasons for removal, relocation or replacement of trees and two (2) copies of a legible site plan drawn to the largest practicable scale, but need not be certified by a registered surveyor, indicating the following:

(1) Location of all existing or proposed structures, improvements and site uses, properly dimensioned in reference to property lines, setback and yard requirements in spatial relationship;

(2) Proposed changes, if any, in site elevations, grades and major contours;

(3) Location of existing or proposed utility services and easements;

(4) Location of all trees on-site which have a minimum DBH of three (3) inches designating the trees to be retained, removed, relocated, or replaced. Groups of trees in close proximity may be designated as "clumps" of trees with the estimated number and type of trees noted when they are to be removed, relocated or replaced. Trees with a DBH of twenty-four (24) inches and greater shall be identified by species and diameter measurement. Trees to be removed, relocated

or replaced shall be labeled by (common or botanical name) on the site plan;

(5) Tree information required above shall be summarized in legend form on the plan and shall include the reason for the proposed removal, relocation or replacement; and

(6) Applications involving developed properties may be based on drawings showing only that portion of the site directly involved and adjacent structures and landscaping on natural growth incidental thereto.

(7) Applications involving work in a tree protection zone shall include a plan showing proposed scope of work, and shall identify protected trees (by species and DBH), the scaled location of the tree protection zone, and the proposed location of the tree protection barricades. The application shall also include a tree location survey, general description of the trees to be removed or relocated, an area map indicating the location of the trees to be removed or relocated, and any proposed structures or vehicle use areas. A site plan printed on an aerial photograph may be substituted if it is approved by the Planning & Development Director prior to submittal and if it is a recent, legible aerial photograph that reflects existing site conditions. In addition, part of the application shall contain a signed acknowledgement by the applicant verifying that no protected trees will be removed as a part of the development project except as noted on the approved application. The written statement and site plan shall include, at a minimum, the following:

(i) Written detailed justification for removing a tree. This shall include information demonstrating that the tree proposed for removal does not provide shade over travelways due to size, location, injury or other factors; or otherwise fails to conform to the definition of "protected tree." The Planning & Development Director may require photographs, elevations, or other information needed to document the request.
(ii) The location and dimensions of all existing and proposed structures.
(iii) Significant natural features.
(iv) Existing protected trees to remain on site.
(v) Trees to be removed and retained.
(vi) Border trees.
(vii) Existing and proposed utilities.
(viii) Building and other structural setbacks.
(ix) Any applicable land use requirements pertaining to property use or restrictions.

(x) For items (iv) and (v) above, the general location of the trees, including blocks of trees, is acceptable, providing a listing of individual trees by species and size is provided.

(dc) *Tree preservation.* For trees that are to be saved or retained, each application must contain a statement of how these trees or tree areas are to be protected during construction and landscape operations;

(ed) *Application review.* Upon receipt of a proper application for tree removals, including work in a tree protection zone, the appropriate body or agency shall review said application. The review may include, but need not be limited to, a field check of the site and referral of the application for recommendations to other appropriate administrative departments or agencies. The designated public agency or body shall take all steps to assure that a decision is made on the application within thirty (30) days; provided, however, that, in the case of site plan approval, a decision on an application shall be made within the time required for site plan approval; and provided, further, however, that, if more time is required to process any application, a request in writing stating a specified extension of time shall be made to the applicant for his or her approval. If the request for extended process time is rejected by the applicant, an approval, conditional approval or denial of the application shall be issued without undue delay; provided, further, however, that expiration of the review time does not entitle the applicant to remove the trees which are the subject of the application.

Upon receipt of the complete application for work in a tree protection zone, the Planning & Development Director, or designee, will conduct a field inspection to determine if the information is sufficient for review, and if the proposed plan is in compliance with the provisions of this Part. Such review shall be completed within the time frames described in the preceding paragraph of this Section. Upon completion of the review, the Planning & Development Director will notify the applicant that the application is insufficient; does not comply with the provisions of this article; or that the permit is approved, or approved with conditions;

(fe) *Issuance of permits for removal.* No permit shall be issued for tree removal unless one (1) of the following conditions exists:

(1) The tree is located in a buildable area, yard area or right-of-way where a structure or improvement is to be placed and for which a permit application has been filed, and/or it unreasonably restricts the permitted use of the property;

(2) The tree is diseased or injured, or in danger of falling on pedestrians, vehicular traffic or in such proximity to existing or proposed structures so as to endanger such structures;

(3) The tree interferes with utility services or creates unsafe vision clearance;

(4) The tree is diseased or infested with a condition that will require removal of the tree to prevent the transmission of the disease or infestation.

(g~~f~~) *Relocation or replacement.* As a condition of the granting of a permit, the applicant may be required by the Planning and Development Director, or his or her designee, to relocate or replace (with authorized replacement trees) the trees being removed. Replacement trees, when required, will be provided based on the DBH of the trees being removed and the caliper (trunk diameter measured one foot above the ground) of the replacement stock trees. A site plan depicting the proposed location of the replacement trees is required as part of the permit application. The replacement standards below will apply, provided, however, that under no circumstances shall the number of required replacement trees exceed 250 trees per acre.

TREE REPLACEMENT STANDARDS

DBH of Tree Removed	*Number of Replacement Trees Required for Each Tree Removed*	*Minimum Caliper for Standard Replacement*	*Replacement Trees Required for Each Tree Removed due to an Arbor Violation*
3 inches to less than- 12 inches	Two (2) replaced for one (1) removed	~~Two (2)~~ Four (4) inches	Four (4) replaced for one (1) removed
12 inches to less than 24 inches	Four (4) replaced for one (1) removed	~~Two (2)~~ Four (4) inches	Six (6) replaced for one removed
24 inches or larger	Five (5) replaced for one (1) removed	~~Two (2)~~ Four (4) inches	Eight (8) replaced for one (1) removed

In determining the required relocation or replacement of trees, the following shall be considered:

(1) Existing tree coverage;

(2) Number of trees to be removed and retained. Special consideration will be given to the retention of Florida native species and trees with a DBH of twenty-four (24) inches or larger;

(3) Area to be covered with structures, parking, and driveways;

(4) Topography and drainage of the site and its environs;

(5) Character and ecology of the site; and

(6) Characteristics and amount of trees, shrubs and grass proposed for planting on the site by the applicant. Special credit may be given in consideration of planting of trees that exceed the minimum diameter requirements or are selected from the "Preferred Tree Species" list.

(hg) *Alternatives to standard tree replacement.* If the total number of trees required cannot be reasonably accommodated on a site, the total caliper inches shall be met by the placement of fewer, but larger, trees on the site, as approved by the Planning and Development Director, or his or her designee;

(ih) When ten (10) or more trees are required to be planted on a site to meet the requirements of this chapter, a mix of trees shall be provided at least one (1) of which shall be native to the Central Florida Region and no single tree species may constitute more than fifty (50) percent of the trees planted. The minimum number of species to be planted is set forth below.

REQUIRED MIX OF TREE SPECIES

Required Number of Trees Planted	*Minimum Number of Species*
10 – 20	2
21 – 30	3
31 – 40	4
41+	5

(ji) *Permit form.* Permits shall be issued in such form as may be prescribed by the Planning and Development Director, or his or her designee, and may set forth in detail the conditions upon which the permit is granted. One (1) permit may cover several trees or groups of trees as long as the same can be clearly identified thereon; provided, however, that, no permit may be issued for more than one (1) parcel or area of land unless said parcels or areas of land are contiguous to one another; and

(k) In a tree protection zone, any authorization for tree removal or disturbance shall specify the location approved, the species of tree, the action allowed to be performed, the duration of the approval, and any other requirement deemed necessary by the Planning & Development Director to regulate the disturbance or removal of canopy road trees in the County.

(l) If a protected tree within a tree protection zone dies after a tree removal permit has been issued, and prior to the issuance of a Certificate of Occupancy, the applicant shall notify the Planning & Development Director and request an inspection prior to the removal of the dead tree.

An inspection shall be made within two working days of the notification by the applicant. Failure to notify the Planning & Development Director prior to the removal of any protected tree constitutes a violation of this Part.

(m) All permits for tree removal for trees within a tree protection zone will require a final inspection to ensure compliance with the provisions of this Part. Final inspections shall be scheduled by the applicant after completing the project.

(nj) *Permit expiration*. Any permit issued under this ordinance shall automatically expire twelve (12) months after issuance, or, when issued as part of a building permit, at the time of expiration of the building permit, whichever is later.

(ok) *Stop Work Order.* Whenever any work is being done contrary to the provisions of this ordinance, the Planning and Development Director, or his or her designee, may order the work stopped by serving written notice on the holder of the permit or the person(s) at the work site.

Sec. 60.23. Replacement stock.

(a) In all cases wherein this chapter requires replacement of any tree removed, said replacement shall be made with "replacement stock." Replacement stock is hereby defined as any immature tree, other than palm trees, with a minimum diameter of two (2) inches at one (1) foot above ground level (i.e. 2" caliper) and having a height of at least eight (8) feet. Replacement stock shall be maintained by the permittee until replacement stock meets the definition of a tree as defined in Chapter 2. Any dead or substantially damaged tree under maintenance shall be replaced with same kind within thirty (30) days of notification. Trees listed as Category I or Category II invasive exotics identified in the Florida Exotic Pest Plant Council's List of Invasive Species shall not qualify as replacement stock.

(b) The following suggested tree replacement species were selected for their hardiness, disease or pest resistance. It is not the intent to limit acceptable species (except as herein set forth), but rather to provide adequate guidelines in the selection of replacements. All replacement trees shall be Florida Nursery grade Number 1. Tree species must be approved in advance by the Planning and Development Director, or his or her designee, except for the following trees which may be used as replacement stock without prior approval:
Preferred Tree Species List

(1) American Elm (Ulmus americana);

(2) American Holly (Ilex opaca);

(3) American Hornbean (Carpinus caroliniana);

(4) Box Elder (Acer negundo);

(5) Bald Cypress (Taxodium distichum);

(6) Carolina Basswood (Tilia americana var caroliniana);

(7) Dahoon Holly (Ilex cassine);

(8) Devilwood (Osmanthus americanus);

(9) Laurel Oak (Quercus laurifolia);

(10) Live Oak (Quercus virginiana);

(11) Loblolly Bay (Gordonia lasianthus);

(12) Loblolly Pine (Pinus taeda);

(13) Longleaf Pine (Pinus palustris);

(14) Persimmon (Diospyros virginiana);

(15) Pignut Hickory (carya glabra);

(16) Pond Cypress (Taxodium ascendens);

(17) Pond Pine (Pinus serotina);

(18) Red Bay (Persea borbonia);

(19) Red Maple (Acer rubrum);

(20) Sand Live Oak (Quercus geminata);

(21) Scrub Holly (Ilex opaca);

(22) Silk Bay (Persea humilis);

(23) Slash Pine (Pinus eliottii);

(24) Southern Magnolia (Magnolia grandiflora);

(25) Southern Red Cedar (Juniperus silicicola);

(26) Swamp Tupelo (Nyssa sylvatica biflora);

(27) Sweetbay (Magnolia virginiana);

(28) Sweetgum (Liquidambar styraciflua);

(29) Sycamore (Platanus occidentalis);

(30) Tulip Tree (Liriodendron tulipifera);

(31) Turkey Oak (Quercus laevis); and

(32) Winged Elm (Ulmus alata).

Acceptable Tree Species List

(1) Carolina Ash (Fraxinus caroliniana);

(2) Carolina Laurel Cherry (Prunus caroliniana);

(3) Eastern Cottonwood (Populus deltoides);

(4) Hackberry (Celtis laevigata);

(5) River Birch (Betula nigra);

(6) Shumard Oak (Quercus shumardii);

(7) Swamp Bay (Persea palustris);

(8) Myrtle Oak (Quercus myrtifolia); and

(9) Sand Pine (Pinus clausa).

Other native and non-native species may be acceptable for use but will require County approval prior to planting.

Sec. 60.24. Authority to impose fines and County arbor violation trust fund.

(a) The Tree Committee may have recourse to such remedies in law and equity as may be necessary to ensure compliance with the provisions of this Part, and any permit issued thereunder, including injunctive relief to enjoin and restrain any Person from violating its provisions and such damages as may be sustained by virtue of this Part, together with all costs and expenses involved in the case.

(b) The removal or unauthorized pruning of a protected tree, or any action which causes the disturbance of a protected tree in violation of the provisions of this Part, or any permit issued thereunder, may at the option of the developer be mitigated by paying an amount equal to $100 per inch of diameter at breast height (DBH), and shall be used only for the purposes of acquiring, planting, and protecting trees within the County.

(~~a~~i) The Code Enforcement Board, after notice and hearing, is authorized to impose fines, in amounts not to exceed those shown in subsection (b), for removal of trees without an arbor permit or removal of trees in excess of those authorized by an arbor permit.

(~~b~~ii) Fines shall be calculated on the basis of the following table, unless in a tree protection zone then Sec. 60.24(b) shall apply:

DBH of tree removed	*Amount of fine*
3 inches to less than 12 inches	$100.00 per tree
12 inches to less than 24 inches	$300.00 per tree
24 inches or larger	$500.00 per tree

If the DBH of the tree(s) removed cannot reasonably be determined then there shall be a rebuttable presumption that the DBH of each tree removed was in excess of twelve (12) inches but less than twenty four (24) inches. If the number of trees removed cannot reasonably be determined then there shall be a rebuttable presumption that the density of the trees removed was one hundred (100) trees per acre and the number of trees removed shall be calculated using that density applied to the areas cleared. The maximum fine per acre shall not exceed $10,000.00.

(~~c~~iii) All fines shall be in addition to and not in lieu of the requirement to plant replacement trees as specified in Section 60.22(f) of this chapter.

(c~~d~~) An arbor violation trust fund is hereby established by the county for deposit of fines paid to the county. All monies deposited hereunder shall be deposited in the arbor violation trust fund, which shall be a separate account established and maintained apart from the general revenue fund of the County. All money in this fund shall be used for the planting of trees in the County and the administrative costs incurred in enforcing this ordinance as authorized by the Board of County Commissioners. The arbor violation trust fund shall be self-perpetuating from year to year unless specifically terminated by the Board of County Commissioners.

Section 3. 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 4. 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 Land Development Code and that the word “Ordinance” may be changed to "section," "part" or other appropriate word and the sections of this ordinance may be renumbered or relettered to accomplish such intention; provided, however, that sections 3, 4, and 5 shall not be codified.

Section 5. Effective Date. This Ordinance shall become effective upon filing a copy of this ordinance with the Department of State by the Clerk of the Board of County Commissioners.

ENACTED this 10th day of April, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
CARLTON D. HENLEY, CHAIRMAN

OBJECTIVE DES 2 IMPROVE THE VISUAL QUALITY OF STREETS AND HIGHWAYS

Policy DES 2.1 Landscaping and Maintenance of Public Roadways

The County shall amend the Land Development Code, by 2002, to include, at a minimum, provisions implementing each of the following policies:

- Require larger minimum tree size, larger tree spacing and buffer widths with better irrigation standards for buffers adjacent to roadways to ensure the viability of new landscaping.
- Enhance landscaping regulations to regulate the size of wells (planting area) where new trees are planted to ensure that the well is of adequate size to allow sufficient root growth and to ensure that wells are free of construction debris when trees are planted.
- Consider retention/detention facilities designed without fencing and proper landscaping as lands contributing to open space and landscape requirements.
- Require the use of hedges, walls and landscaping at intersections and development entryways along arterial and collector roadways, consistent with line-of-sight safety standards, to identify community areas to the traveling public.
- Include additional landscaping and design techniques between commercial areas and highway frontage in conjunction with sign controls to enhance community aesthetics and maintain neighborhood viability. Landscape and design techniques may vary in development corridors and mixed-use centers based on the specific site plan for the area.
- Evaluate and strengthen, if necessary, code enforcement requirements, procedures or staffing to ensure that property owners are meeting the requirements of adopted codes.
- Evaluate and strengthen, if necessary, county maintenance standards, procedures and staffing for county streets and highways to ensure that the desired aesthetic effect is being achieved.

Policy DES 2.2 Scenic and Canopy Roads

A The County shall monitor and revise as necessary the adopted scenic and canopy road program which protects roadways with existing, heavy vegetation and natural canopy trees on designated roads. The designation of sections or entire roadways as scenic roadways is based upon road characteristics such as, by way of example:

- Amount of existing vegetation cover, especially canopy trees along the roadway;
- Amount and character of development on the roadway;
- Number of curbcuts, traffic signals and other visual impacts; and,
- Future land use designations along the roadway.

B The County shall develop standards for future development along designated scenic roadways focusing on preserving existing canopy trees through design standards for:

- Building setbacks and heights;
- Signage, lighting and outdoor advertising;
- Curbcuts and utilities in the right-of-way;



- Fences and walls and other structures within the setback area; and
- Minimum tree size and supplemental arbor and landscaping requirements.

C General Hutchison Parkway, between US 17-92 and County Road 427 (Ronald Reagan Boulevard) is designated as a canopy roadway. The roadway corridor extends 150 feet from the centerline of the roadway. To ensure the preservation of the natural canopy and scenic character of this roadway, the following standards shall only apply to vacant, undeveloped properties, rights-of-way and publicly owned properties within the 150 foot corridor:

- Clearing of canopy trees, native vegetation or construction activities within the corridor shall be prohibited, except when warranted in cases of eminent danger, selective clearing according to Best Management Practices for the purpose of stimulating canopy growth, and for routine maintenance, which shall be limited to mowing of grass and removal of underbrush and dead trees.
- The Board of County Commissioners may grant approval, when warranted, to clear canopy trees, native vegetation or perform construction activities within the corridor.
- Allowance shall be made for development of the County's recreational trail system.

(Added: Amendment 04S.TXT02.1; Ordinance 2004-25, 06/08/2004)

Policy DES 2.3 **Gateway Roads**

The County shall continue to adopt Collector and Arterial Road Gateway Overlay Zoning Ordinances for selected collector and arterial roadways. These selected roads must be programmed for expansion (according to the procedures and general criteria established through the Lake Mary Boulevard Overlay Ordinance) where public and private landscaping is provided and signage, parking and building placement and height are regulated according to the following guidelines:

- Landscaping shall be in large canopy trees where possible and natural drought resistant species; signs shall be low profile; building placement and site buffers shall be uniform; and parking lots shall be adequately landscaped and have low-level lighting fixtures.
- The County shall perform gateway studies, which are prioritized in conjunction with major roadway improvements wherever possible so they may be adopted prior to roadway construction.
- The County shall develop, by 2002, a set of base line public landscaping and buffer improvements to protect existing neighborhoods when existing collector or arterial roads are expanded.
- The County shall continue to use beautification committees to identify improvements and associated funding for landscaping and buffers above the County's base-line level.
- Community groups shall be encouraged to help fund beautification improvements above the County's base-line level.

Seminole County
ECONOMIC IMPACT STATEMENT

Date:	3/27/07	**Department//Division:**	Planning and Development-Planning Division
Contact:	Jeff Hopper	**Phone:**	407-665-7377
Action:	Ordinance amending the Land Development Code		
Topic:	Amendment to the Land Development Code of Seminole County relating to tree protection and establishment of canopy roads.		

Describe Project/Proposal

Ordinance amending the Land Development Code for the purpose of regulating the cutting of trees on privately owned properties abutting certain designated roads in Seminole County.

The Seminole County Comprehensive Plan encourages the preservation of canopy trees along County roads, treating them as having both aesthetic and economic benefits. In areas where such trees are plentiful enough to be a significant and identifiable resource, the County is required to establish development standards to prevent loss or reduction of this vegetation.

This Ordinance may have an economic impact on individuals, businesses, or government, based on the following provisions of the proposed amendments to the Land Development Code:

(1) The proposed ordinance would regulate the removal of canopy trees in areas adjacent to designated "canopy roads" where such trees are now abundant, and where their protection is important to preserving the scenic natural character of Seminole County.
(2) Permitted uses and other development standards not related to canopy tree preservation along designated "canopy roads" would continue to be governed by the Land Development Code and the Seminole County Comprehensive Plan.
(3) A permit issued by the Planning & Development Director shall be required for removal of any protected tree. Such removal shall generally be related to eliminating a safety hazard or permitting a utility to maintain service to its customers.

Describe the Direct Economic Impact of the Project/Proposal upon the Operation of the County

This ordinance may have a direct effect upon the economic impact of County operations as it relates to the cost to local government in developing and implementing new governmental regulations, and from revenues expended by business and/or individuals to comply with such regulations.

Describe the Direct Economic Impact of the Project/Proposal upon the Property Owners/Tax Payers/Citizens who are Expected to be Affected

A slight increase in development costs to property owners is anticipated as a result of the proposed new regulations.

Identify Potential Indirect Economic Impacts, Positive or Negative, Which Might Occur as a Result of the Adoption of the Ordinance

In adopting and implementing new land development regulations, local government may incur costs beyond fees generated by development applications. However, land values are expected to increase as well.

Citation

Seminole County Home Rule Charter.

Seminole County
PRIVATE PROPERTY RIGHTS ANALYSIS
Amendments to the Land Development Code to Establish Regulations for Canopy Roads and Tree Protection Zones

Date:	3/27/07	**Department/Division:**	Planning and Development/ Planning Division
Contact:	Jeff Hopper	**Phone:**	407-665-7377
Action:	Amendment of the Land Development Code to establish regulations to protect canopy trees on designated roadways in Seminole County.		
Topic:	Establishment of regulations for Canopy Roads and Tree Protection Zones		

Describe Project/Proposal

The proposed canopy roads ordinance would protect canopy trees along County roadways in areas where they are now abundant, and where development constraints would have the greatest benefits in protecting the County's natural and aesthetic resources. The proposed ordinance identifies roadways having these characteristics for the designation of "canopy road." Within these zones, the disturbance of any protected tree would generally be related to eliminating a safety hazard, construction of roads and utilities, or restoration of electric power in an emergency situation.

Estimated Economic Impact on Individuals, Businesses, or Government

Impacts to individuals may result from complying with these proposed changes to the land development regulations. For example, restrictions on land clearing adjacent to canopy roads could reduce the buildable area of a parcel of land.

Impacts to businesses and government may result from implementation of a permitting process for removal of trees from designated canopy roads. Under the new regulations, a utility may trim or eliminate trees where such activities are required to establish or maintain service. However, utility companies will be required to obtain a permit from the Planning & Development Director stating where such activities will be carried out, the purpose and extent of the work, an ongoing maintenance schedule, and proposed measures to minimize damage to trees within the established protection zones. This permitting process may delay or reduce maintenance activities by utility companies while creating additional review and enforcement functions for Seminole County.

Note:
Existing development rights with respect to the types of permitted uses are based on future land use designations of the Seminole County Comprehensive Plan and zoning

classifications of the Land Development Code. Aside from the requirements discussed above, no changes in development rights will be created by this ordinance.

Seminole County recognizes that it has the responsibility and duty to both ensure that public facilities are available concurrent with the impacts of development and to protect private property rights, which have vested in owners of parcels of real property.

Objective FLU 12 Private Property Rights Act, of the Seminole County Comprehensive Plan (Vision 2020 Plan) states: "The County shall fully implement the provisions of the Bert J. Harris, Jr., Private Property Rights Protection Act (Section 1, Chapter 95-181, Laws of Florida). Each staff recommendation relative to any land use decision shall consider the provisions of that Act and other general principles of law relating to the appropriate regulation of land without said regulation resulting in the taking of private property rights."

Anticipated New, Increased or Decreased Revenues

These amendments may affect revenues relating to the cost to local government in implementing new regulations and revenues generated from business and/or individuals to comply with new policies.

Method Used in Determining Analysis

The method of analysis involved the potential impacts from adopting the proposed amendments to the Seminole County Comprehensive Plan (Vision 2020 Plan) and professional expertise.

Citation

Seminole County Comprehensive Plan (Vision 2020 Plan).

WILLIAM R. MILLER
147 VARIETY TREE CIRCLE
ALTAMONTE SPRINGS, FL 32714
(407) 970-2645

November 3, 2006

TO: Dick Van Der Weide
Seminole County Board of County Commissioners
Fax (407) 665-7958

FROM: Bill Miller

RE: Proposed Amendment to Chapter 60, Land Development Code

Yesterday, the D.A.B. had its first opportunity to review the proposed addition to Section 60.2.1 "Canopy Roads, Candidate Roads, and Tree Protection Zones".

After discussion it was agreed to communicate with the commissioners. Kevin Spolski sent a letter to Brenda which covers our concerns. I could not say it any better so I am taking the liberty to forward Kevin's letter for your review and consideration.

If you have any questions, please call me at (407)970-2645.

Spolski

2 November 2006

SENT VIA E-MAIL AND U.S. MAIL

Commissioner Brenda Carey
Seminole County Commission, District 5
1101 East First Street
Sanford, FL 32771

RE: Amendment to Chapter 60, Land Development Code of County
Section 60.2.1 Canopy Roads, Candidate Roads, and Tree Protection Zones

Dear Commissioner Dieh

On behalf of the Seminole County Development Advisory Board (DAB), I am writing to request that consideration of the proposed Section 60.2.1 of Amendment to Chapter 60 of the Land Development Code by the Seminole County Commission be postponed until the long-term effects and consequences of the proposed amendment are carefully investigated and considered. It is DAB's understanding that Section 60.2.1 is scheduled for consideration by the County Commission at the November 7, 2006 County Commission meeting. The intent of Section 60.2.1 is to establish Canopy and Candidate roads and tree protection zones applied to various collector roads as outlined in the Amendment. In essence, implementation of this Amendment would require that no trees be removed from a width varying from 50' to 150' from the centerline of the affected collector roads.

It is DAB's understanding that the Seminole County Planning and Zoning Board tabled consideration of Section 60.2.1 at last night's meeting pending receipt of additional information. The members of DAB wholeheartedly agree that this particular amendment to the Land Development Code should not be considered for approval at this time pending thorough investigation of all possible ramifications of this amendment. We feel consideration of this amendment has been rushed through the consideration process without sufficient staff review. Based upon information DAB has received, it appears that Section 60.2.1 has not been approved by Seminole County Public Safety Division nor has it been reviewed by Seminole County's Legal Division. We believe careful consideration by all Seminole County departments is essential to avoid future legal and logistical challenges that can reasonably be expected if this provision is implemented as proposed. For example: has Seminole County Public Safety determined the affects on egress of fire safety vehicles and equipment for combating forest fires fueled by possible dense vegetation on roadways where Section 60.2.1 will require that trees be allowed to canopy over the roadway? Further, have the legal liabilities to Seminole County been carefully considered related to possible property damage or loss of life caused by falling trees that cannot be removed as a result of Section 60.2.1? Additionally, DAB finds it troubling that Seminole County may face protracted, expensive legal challenges brought about by property owners whose property rights will be severely impacted by Section 60.2.1.

Spolski Construction, Inc. • 1425 E. Airport Blvd. • Sanford, FL 32773
Phone: 407.322.8424 • Fax: 407.322.8436

The consensus of the Development Advisory Board members is to respectfully request the Seminole County Commissioners adhere to its motto of "A Business Doing Government Work". If Section 60.2.1 is considered from a business-like standpoint, we trust the Commission will determine that this Section is not a necessary addition to the Land Development Code. In fact, adoption of Section 60.2.1 will result in the creation of an additional layer of governmental oversight resulting in the need for additional staff and taxpayer dollars to fund review and compliance with the Amendment.

To reiterate, the Seminole County Development Advisory Board is respectfully requesting that Section 60.2.1 of the Amendment to the Land Development Code not be considered for approval by the Seminole County Commission unless and until all potential ramifications of implementation are investigated and reported by Seminole County staff.

Should you have any questions or require any additional information on this matter, please feel free to contact me.

Sincerely,

Kevin J. Spolski
President

KJS/odw

cc: Seminole County Development Advisory Board Members

BellSouth Telecommunications, Inc.
Room 400
500 North Orange Avenue
Orlando, Florida 32801

Office: 407 245-3015
Fax: 407 648-5771
Mobile: 407 325-5584
Email / Blackberry: Mark.LoCastro@BellSouth.com

Mark G. LoCastro, P.E.
Director – Provisioning

November 5, 2006

Mr. Jeffrey Hopper
Senior Planner
Seminole County Planning Division
1101 East First Street
Sanford, FL 32771

Subject: Proposed Canopy Roads Ordinance for Seminole County
BellSouth's Feedback on the Ordinance

Dear Mr. Hopper:

Thank you for giving BellSouth the opportunity to comment on the proposed ordinance prior to its approval. We commend your proactive approach in seeking such feedback in advance of the upcoming Public Hearing. Our comments are as follows:

Section 60.4 (a): it is our interpretation the "protective barriers" required by this section will not be necessary if our above-ground operations (trenching, boring rig setups, etc.) are outside of the drip line of the protected trees in question.

Section 60.4 (d): "tunneling" – it is our interpretation this term includes our industry-standard directional boring operations.

Section 60.5 (a): the terminology "In the event that any tree endangers health or safety and requires immediate removal..." should read something like "In the event that any tree endangers health, safety *or the maintenance of utility service* and requires immediate removal..."

Section 60.5.2 (4) page 10: the terminology "have the potential for interference with the construction of public roads, utilities, ..." should read something like "have the potential for interference with the construction *or maintenance* of public roads, utilities, ...".

Section 60.5.2 (4) page 11: there are two points of concern within this section:
1) while we certainly appreciate the intent of the section overall, submittal of a general maintenance plan for each routine maintenance tree trimming operation, and waiting as long as 30 days for approval of the plan seems to be an excessive administrative burden for all utilities involved. We would suggest exemption status for utility services; and 2) the paragraph "Trimming within a tree protection zone shall be limited to 16 feet clearance over the travelway for vehicles, and eight feet over walkways for pedestrian clearance" does not allow for the trimming necessary for aerial utility passage at higher heights on pole lines – this needs to modified.

Section 60.22 (g) top of page 17: "In determining the required relocation or replacement of trees, the following shall be considered:" – the document lists six things to consider but a seventh item should be added to insure that the existing location of underground and aerial utility facilities is taken into account during tree planning and placement and these locations should be protected and avoided.

Should you have any questions or concerns about this, please do not hesitate to call me.
Thank you once again for this opportunity to provide feedback,

Mark G. LoCastro

DEPARTMENT OF PUBLIC SAFETY

EMS-FIRE-RESCUE DIVISION

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

November 6, 2006

James A. Hattaway
840 Waterway Place
Longwood, Florida 32750

Re: Proposed Amendment to the Seminole County Land Development Code Establishing Canopy and Tree Protection Zones

Dear Mr. Hattaway:

In response to your letter dated November 02, 2006, I have reviewed the specific amendment in question concerning establishing standards for canopy roads, designating certain roads as such, establishing tree protection zones and setting up enforcement methods for such.

Your specific question related to whether this amendment overlooked our department's goals of eliminating fuel for forest fires, ensuring access for firefighting vehicles at the site of a forest fire, and generally protecting our community from forest fires. While we have no specific policy generated for such, providing optimum fire protection to the citizens of Seminole County is at the forefront of our mission.

Having reviewed the list of specific canopy roads, candidate roads and their associated tree protection zones in section 60.2.1, I have no particular concerns relating to the listed roads in terms of diminished ability to provide fire protection.

We need a minimum distance of 12 feet from ground to base of the canopy in order to enable a piece of fire apparatus to have access in the roadway and at this time are not aware of any situation within the County that is deficient in this manner.

As for the elimination of fuel for forest fires, we work with the Florida Division of Forestry which follows the "*FireWise Florida*" program to recommend the voluntary reduction of fire fuels within a 30 foot perimeter along with fire safe construction methods for residential structures.

Sincerely,

Leeanna Raw

Leeanna Raw, Fire Chief
Seminole County EMS/Fire/Rescue Department

150 Bush Blvd. Sanford FL 32773-6179 Telephone (407) 665-5002 Fax (407) 665-5010

Law Offices
JAMES A. HATTAWAY PA

840 Waterway Place
Longwood, Florida 32750

407-831-7500
Fax 407-331-7500

Internet Address:
~~jimhattaway@celebration.fl.us~~
Note e-mail change:
jimhattaway@earthlink.net

November 2, 2006

Chief Leeanna Raw
Seminole County Fire Department
150 Bush Boulevard
Sanford, Florida 32773

Re: Proposed Amendment to the Seminole County Land Development Code Establishing Canopy and Tree Protection Zones

Dear Chief Raw:

I write as a member of (and at the direction of) the Seminole County Development Advisory Board. Some months ago you joined us at a meeting, and we agreed to stay in touch with you if fire-related items came within our review. Such an event has occurred.

At this morning's meeting, Seminole County staff shared with us a proposed amendment to the Seminole County Land Development Code purporting to establish standards for canopy roads, designate certain roads as such, to establish tree protection zones, and to set up an enforcement mechanism (a copy is attached in the mailed version).

While we recognize that staff's goals are understandable, we are concerned that in working to further the goal of protecting certain trees staff might have overlooked your department's goals of eliminating the fuel for forest fires, ensuring access for your firefighting vehicles at the site of a forest fire, and generally protecting the community from forest fires.

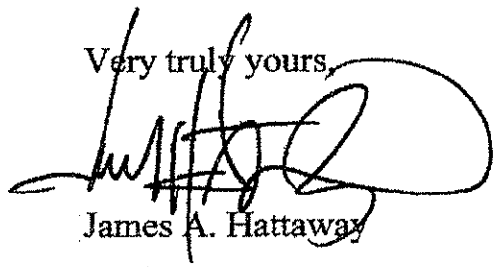
We asked staff if you or your department had been made aware of this proposal, and they said you had not. As such, we have taken it upon ourselves to share this item with you. While the item was tabled by the

November 2, 2006
Chief Leeanna Raw
Seminole County Fire Department
Re: Proposed Amendment to the Seminole County Land Development Code Establishing Canopy and Tree Protection Zones

county's Planning and Zoning Commission last night, it is our understanding that the matter will be brought to the Board of County Commissioners at its November 7 meeting.

If you have any questions or comments, please do not hesitate to call or email me.

Very truly yours,



James A. Hattaway

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: (Continued from 3/27/07 BCC meeting) S.R. 46 High School Rezone

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: **CONTACT:** Austin Watkins **EXT:**

MOTION/RECOMMENDATION:

1. APPROVE the request to rezone 70.19 + acres, located northwest of the intersection of S.R. 46 and Brisson Avenue, from A-1 (Agriculture) to PLI (Public Lands and Institutions), based on staff findings, and authorize the Chairman to execute the rezone ordinance (Scott Stegall, applicant); or

2. DENY the request to rezone 70.19 + acres, located northwest of the intersection of S.R. 46 and Brisson Avenue, from A-1 (Agriculture) to PLI (Public Lands and Institutions), and authorize the Chairman to execute the Denial Development Order (Scott Stegall, applicant); or

3. CONTINUE the item to a time and date certain.

(Austin Watkins)

District 5 Brenda Carey

BACKGROUND:

Scott Stegall, authorized representative of the Seminole County School Board is requesting to rezone 70.19 + acres, located northwest of the intersection of S.R. 46 and Brisson Avenue, from A-1 (Agriculture) to PLI (Public Lands and Institutions) for the future construction of a public high school. The Future Land Use designations of the subject property are Commercial (COM) and Low Density Residential (LDR), which allow the requested zoning district.

The proposed development is not currently in the Seminole County School Board's 5-year Capital Improvement Plan. High Schools are a special exception within the A-1 zoning district. However, special exceptions expire one (1) year after approval if no development permits have been issued. The proposed use of a public high school is a permitted use in the PLI zoning district.

The Seminole County School Board is exempt from local building codes and regulations. However, the proposed site must be developed in accordance with Florida Statutes, Chapter 1013 (Educational Facilities) and the Florida Building Code, Section 423 (State Requirements for Educational Facilities). The Seminole County School Board participates in the site plan review process pursuant to the Seminole County School Board Interlocal Agreement of 2001. Setbacks, bufferyards, sidewalks, and all site plan related issues will be addressed at the time of site plan review.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on February 7, 2007 and voted 5 to 0 to recommend APPROVAL of the request to rezone 70.19 + acres, located northwest of the intersection of S.R. 46 and Brisson Avenue, from A-1 (Agriculture) to PLI (Public Lands and Institutions), based on staff findings.

STAFF RECOMMENDATION:

Staff recommends approval of the request to rezone 70.19 + acres, located northwest of the intersection of S.R. 46 and Brisson Avenue, from A-1 (Agriculture) to PLI (Public Lands and Institutions).

ATTACHMENTS:

1. Site Analysis
2. Location Map
3. Zoning and Future Land Use Map
4. Maps and Aerials
5. Denial Development Order
6. Rezoning Ordinance
7. Public Correspondence
8. 2001 DNL Contour Map
9. 2009 DNL Contour Map
10. 2020 DNL Contour Map
11. Aircraft Flight Tracks – Recommended Departure Tracks Map
12. Primary Training Activity Map
13. LPA P and Z Meeting Minutes

Reviewed By:

☑ County Attorney Review (Kimberly Laucella)

APPLICANT	Scott Stegall, Seminole County School Board	
PROPERTY OWNER	Stanley H. Sandefur, Trustee	
REQUEST	Rezone from A-1 (Agriculture) to PLI (Public Lands and Institutions)	
PROPERTY SIZE	70.19 ± acres	
HEARING DATE (S)	P&Z: February 7, 2007	BCC: April 10, 2007
PARCEL ID(S)	32-19-31-300-024A-0000 32-19-31-504-0G00-0010 32-19-31-504-0G00-0190 32-19-31-504-0G00-0200 32-19-31-504-0G00-0210 32-19-31-504-0H00-0010 32-19-31-504-0H00-0050	
LOCATION	Northwest of the intersection of S.R. 46 and Brisson Avenue.	
FUTURE LAND USE	Commercial and Low Density Residential	
ZONING	A-1 (Agricultural) district	
FILE NUMBER	Z2006-87	
COMMISSION DISTRICT	#5 – Carey	

PROPOSED DEVELOPMENT:

The applicant is proposing the future construction of a public high school on the subject property.

ANALYSIS OVERVIEW:

Zoning Request

The following table depicts the minimum regulations for the current zoning district of A-1 (Agriculture) and the requested PLI (Public Lands and Institutions) district:

Minimum Lot Size	43,560	Not Applicable
Minimum House Size	Not Applicable	Not Applicable
Minimum Width at Building Line	150 feet	Not Applicable
Front Yard Setback	50 feet	25 feet
Side Yard Setback	10 feet	25 feet
(Street) Side Yard Setback	50 feet	25 feet
Rear Yard Setback	30 feet	25 feet
Maximum Building Height	35 feet	35 feet

Permitted & Special Exception Uses

The following table depicts the permitted and special exception uses within the existing and proposed zoning districts:

A-1 (existing)	Single-family detached, agricultural uses such as citrus or other fruit crops cultivation, production and horticulture, truck farms, plant nurseries and greenhouses not involved with retail sales to the general public, silva culture, public and private elementary schools, publicly owned and/or controlled parks and recreation areas, bait production, stables, barns, single-family dwelling and customary accessory uses including one (1) guesthouse or cottage, docks and boathouses, churches and structures appurtenant thereto, community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents.	Special Exception such as cemeteries and mausoleums, kennels including the commercial raising or breeding of dogs, hospitals, sanitariums and convalescent homes, veterinary clinics and assisted living facilities and group homes, public and private nursery schools, kindergartens, middle schools, high schools and colleges, public utility and service structures, fishing camps, marinas, gun clubs, or similar enterprises or clubs making use of land with nominal impacts to natural resources, privately owned and operated recreational facilities open to the paying public, such as athletic fields, stadium, racetracks, and speedways, golf driving ranges, riding stables, water plants, and sanitary landfill operations, off-street parking lots, farm worker housing, mobile homes, retail nurseries, landscaping contractors as an accessory use to a wholesale nursery or wholesale tree farm, communication towers, bed and breakfast establishments.	1-Acre
PLI (proposed)	Public lands, buildings and institutions, and major public and quasi-public institutional uses, which include, but are not limited to: public parks, parkways, reserves, golf courses, playgrounds, playfields, zoos, arboretums, museums, historic and cultural activities, water conservation and flood-control installations, schools, colleges and universities, children's homes, convalescent homes, homes for the aged, correctional institutions, rehabilitation centers, public housing, utilities installation, communications towers, and offices and other similar or related facilities.	Special Exceptions for public lands, buildings and institutions, and major public and quasi-public institutional uses, which include: public cemeteries, airports, sewerage and water supply installations, landfills, hospitals, solid waste transfer and recovery stations, warehouses, storage facilities, and disposal of materials by burning or on land.	N/A

Compatibility with Surrounding Properties

The surrounding area has Low Density Residential and Commercial Future Land Use designations. The subject property is surrounded by low density residential developments to the east, west (City of Sanford), and north. Adjacent to the northern property line is an existing County owned borrow pit. South of the subject property is the Orlando Sanford International Airport and southeast of the subject property adjacent to the site is an existing church, the Outreach Deliverance Center. An existing school, Midway Elementary is located approximately 1500 feet east of the subject property. Additionally, an elementary and middle school site were included in the approved Cameron Heights Planned Unit Development, which is approximately 5000 feet east of the subject property.

The 2001 Noise Contour Maps show a small portion of the southeastern property located

within the 65 DNL Noise Contour. According to the 2009 Noise Contour Maps, the Orlando Sanford International Airport predicts that the 65 DNL Noise Contour Line will move southward affecting only a very small portion of the southeastern section of the property. By 2020 the 65 DNL Noise Contour Line is predicted to be located approximately 450 feet south of S.R. 46, no longer affecting the subject property.

The proposed use of a public high school will provide a compatible transitional use from the existing airport to the south, up to the current and future residential development to the north. The PLI zoning district is an allowable zoning classification within the surrounding Low Density Residential, Medium Density Residential, and Commercial Future Land Use designations. The proposed use of a public high school is consistent with the character of the area due to the existing and proposed schools and the current and future residential and commercial development.

SITE ANALYSIS:

Environmental Impacts

Floodplain Impacts:

Based on FIRM map 12117C0065E, with an effective date of April 17, 1995, there appears to be 35 ± acres of 100 year floodplain on the subject property. Compliance with Land Development Code regulations concerning floodplains will be required at the time of site plan approval.

Wetland Impacts:

Based on preliminary aerial photos and a County wetland map analysis, there appears to be wetlands on the subject property. Compliance with Land Development Code regulations concerning wetlands will be required at the time of site plan approval.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there are endangered and threatened wildlife on the subject property. A listed species survey will be required prior to site plan approval.

Utilities:

The site is located in the City of Sanford utility service area, and will be required to connect to public utilities. There is an 8-inch water main on the south side of E S.R. 46 and a 6-inch force main on the south side of E S.R. 46. The subject property is not in the ten year master plan for reclaimed water. An alternative source for irrigation water, such as a shallow well, will be required until reclaimed water becomes available.

Transportation / Traffic:

The property proposes access onto S.R. 46, which is classified as an arterial road. Currently, this section of S.R. 46 operates above capacity and is scheduled for the initial stages of design for widening between Mellonville Avenue and S.R. 415 by the Florida Department of Transportation. However, this project is not yet funded.

Drainage:

The proposed project is located within the Midway Drainage Basin, and has limited downstream capacity. Based on a preliminary review, the site may have to be designed to hold the 100 year / 24 hour event (total retention) as well as compensate for any floodplain impacts.

Airport Noise Compatibility:

The Orlando Sanford International Airport's FAR Part 150 Study (Airport Noise Compatibility) has found that educational facilities are a compatible land use within the 55-65 DNL. Further, the Federal Aviation Authority has found that educational facilities are a compatible land use in areas below 65 DNL.

The 2001 Existing Noise Contour map identified that the southeast portion of the subject property is located within the 65 DNL Noise Contour Line. Further, the 2009 Future Noise Contour map identified that a small portion of the southeast corner of the subject property is located within the 65 DNL Noise Contour Line. However, the 2020 Future Noise Contour map identified that no area of the subject property is within the 65 DNL Noise Contour Line and that the 65 DNL Noise Contour Line is predicted to move southward approximately 450 feet south of S.R. 46.

The Aircraft Flight Tracks – Recommended Departure Track map shows no direct flight plan over the subject property. However, the Aircraft Flight Tracks – Primary Training Activity map indicates that the subject property is located within the ILS Training Corridor and will experience occasional overfly activity.

APPLICABLE POLICIES:

Fiscal Impact Analysis

This project does not warrant running the County Fiscal Impact Analysis Model.

Special Districts

The subject property is located within the Airports Overlay. The proposed use is consistent with the regulations set forth in the Airports Overlay.

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):

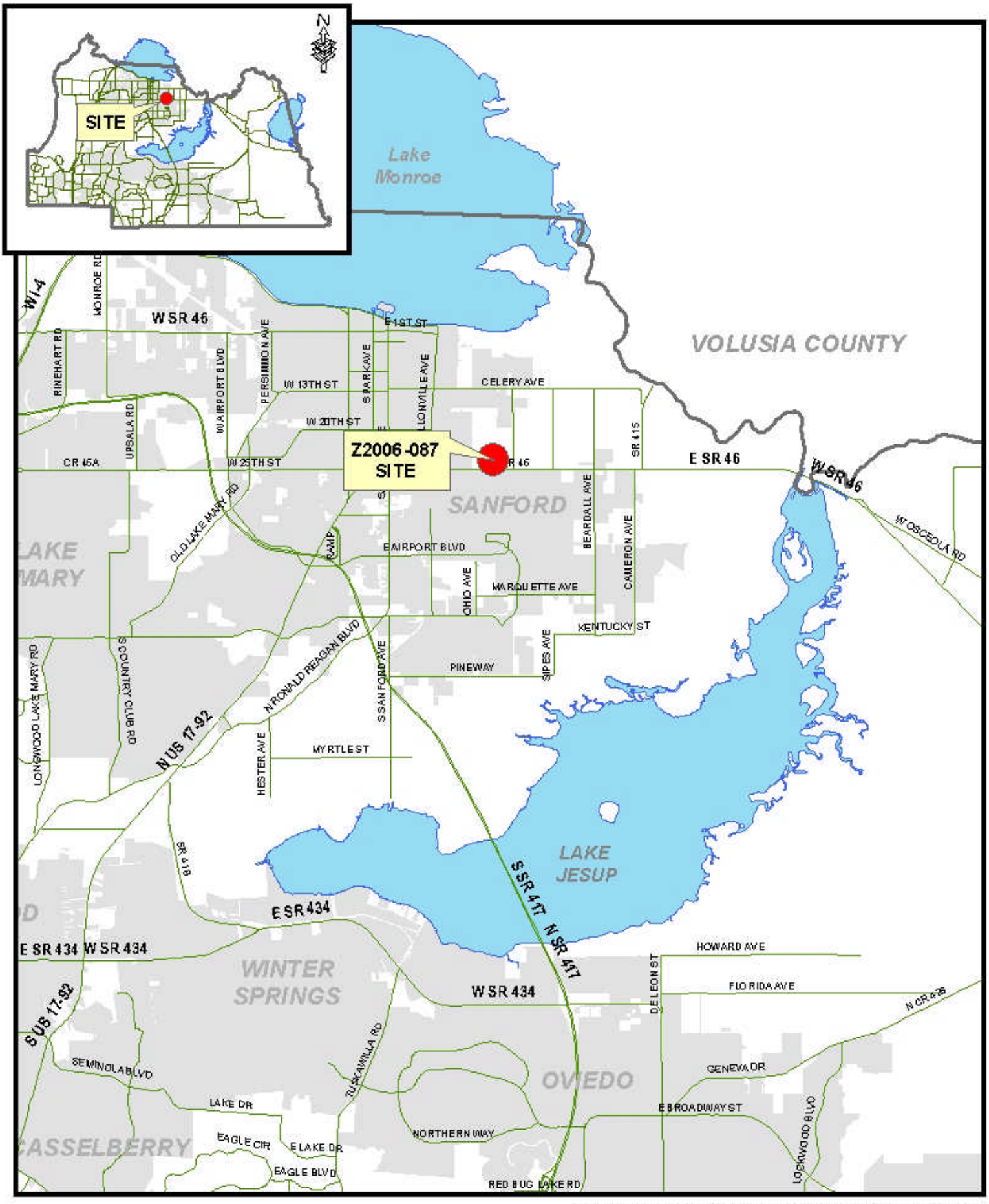
Policy CIE 3.2: Application to New Development
Policy POT 4.5: Potable Water Connection
Policy SAN 4.4: Sanitary Sewer Connection
Policy PUB 2.1: Public Safety Level-of-Service
Policy TRA 5.13: Orlando Sanford International Airport Area
Policy FLU 7.4: School Sites
Policy FLU 9.1: Orlando Sanford International Airport

INTERGOVERNMENTAL NOTIFICATION:

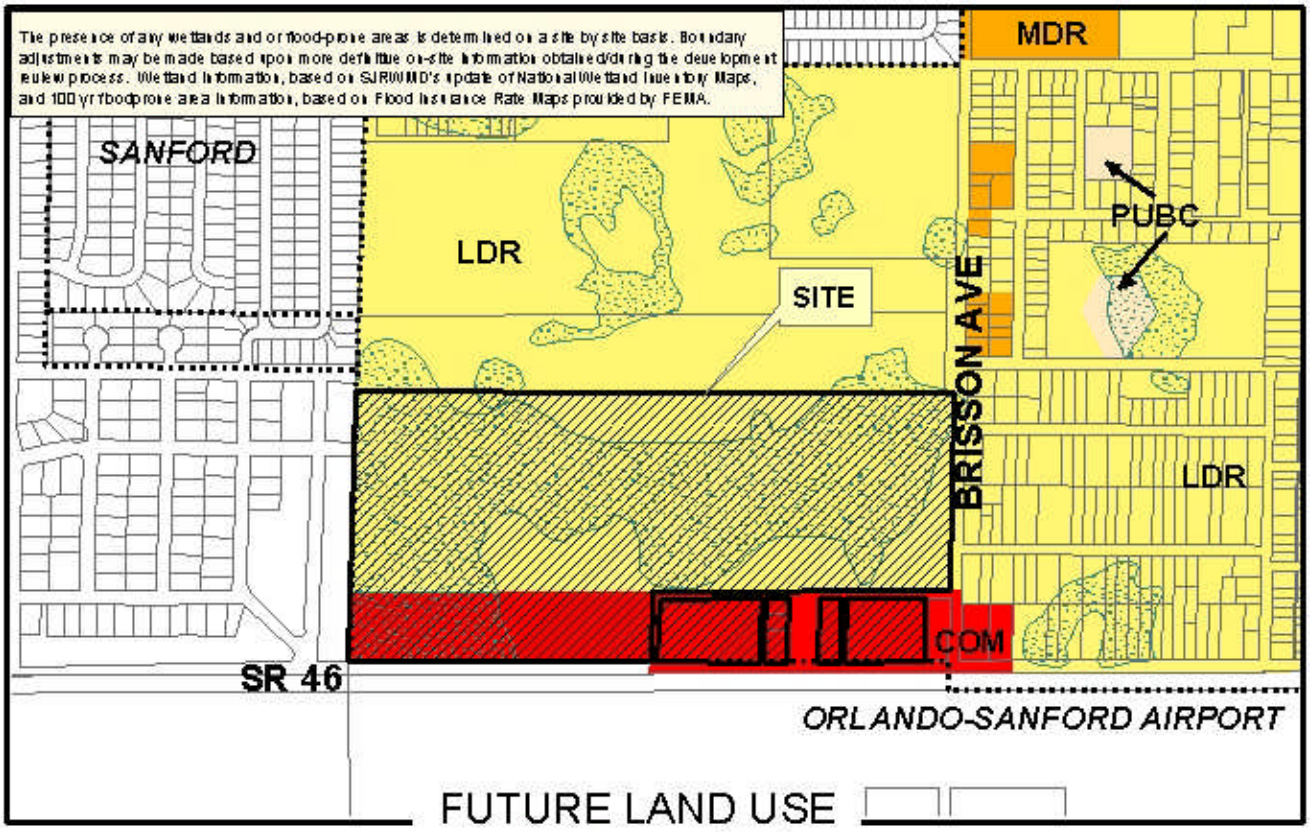
An intergovernmental notice was sent to the City of Sanford and Sanford Airport Authority on December 11, 2006. The Sanford Airport Authority issued a letter of no objection on January 2, 2007.

LETTERS OF SUPPORT OR OPPOSITION:

At this time, Staff has received no letters of support or opposition.



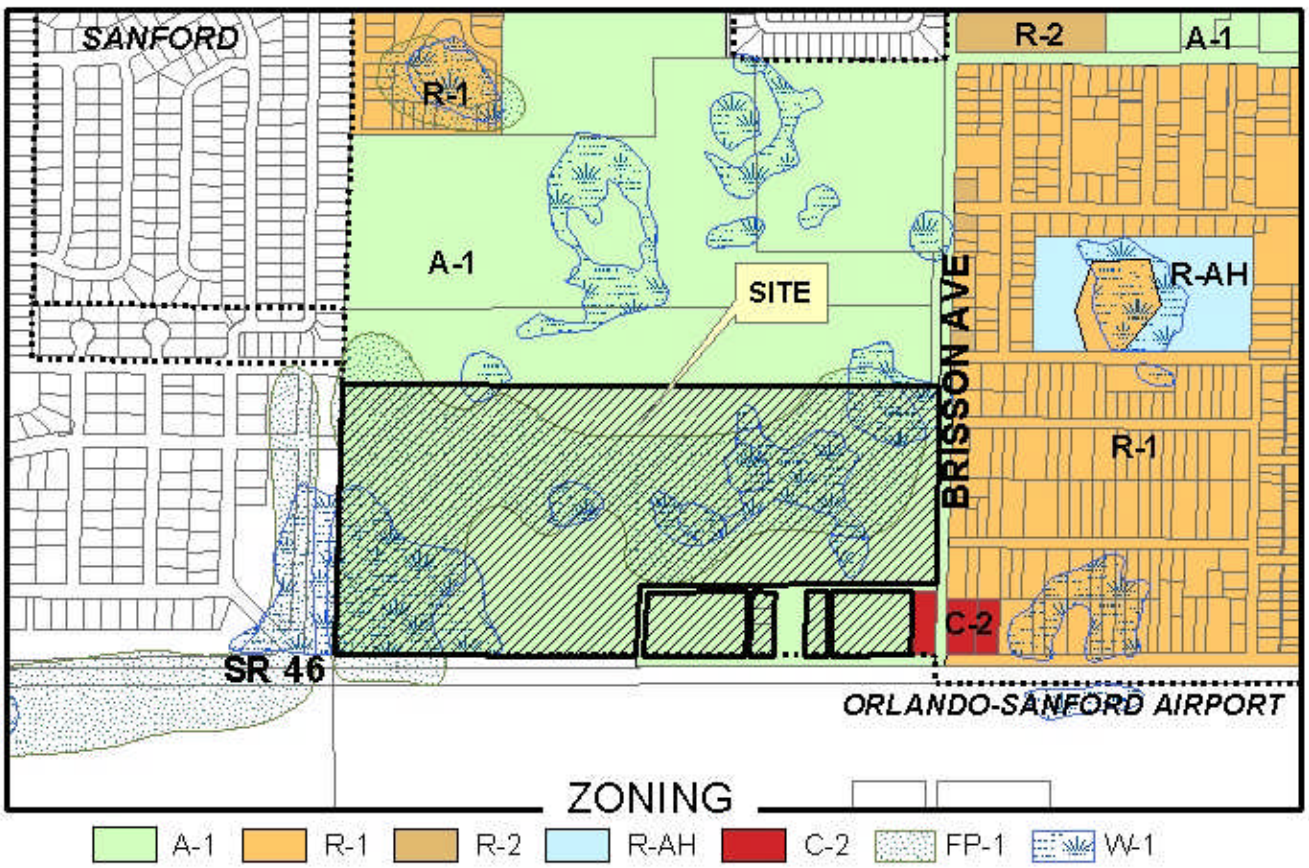
filename: L:\plprdecs\p&z\2006\GIS\staff_report_pkgs\sitemaps_large\Z2006-087\sitemap.mxd 01/08/07



Applicant: Cindy Jordan, SC School Board
Physical STR: 32-19-31
Gross Acres: 70.19 +/- BCC District: 5
Existing Use: Vacant
Special Notes: None

	Amend/ Rezone#	From	To
FLU	n/a	–	–
Zoning	Z2006-087	A-1	PUD

N



filename: L:\p\projects\p&z\GIS\staff_report_pkgs2006\amendments\z2006-087.mxd 01/08/07



Rezone No: Z2006-087
From: A-1 To: PUD

Parcel
Subject Property

N

Winter 2006 Color Aerials

filename: L:/plprojects/p&z/GIS/staff_report_pkgs/2006/site_aerials/Z2006-087 adaer 01.08.07

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On April 10, 2007, 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): Stanley H. Sandefur, Trustee

Project Name: S.R. 46 High School Rezone

Requested Development Approval: The applicant is requesting to rezone 70.19 ± acres, located on the north side of S.R. 46 and the west side of Brisson Avenue, from A-1 (Agriculture) to PLI (Public Lands and Institutions), for the future construction of a public high school.

The Board of County Commissioners has determined that the rezone request from A-1 (Agriculture) to PLI (Public Land and Institutions) is not compatible with the surrounding area to the south and could not be supported.

After fully considering staff analysis titled "S.R. 46 High School Rezone" and all evidence submitted at the public hearing on March 27, 2007, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested rezone from A-1 (Agriculture) to PLI (Public Lands and Institutions) should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is **DENIED**.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____

Carlton D. Henley, Chairman

EXHIBIT "A"

Description Parcel 1:

Commencing at the South 1/4 corner of Section 32, Township 19 South, Range 31 East, Seminole County, Florida, run North along the East line of the Southwest 1/4 of said Section 32, 326.00 feet; thence North 89°36'24" West 25.00 feet for a Point of Beginning; thence North 89°36'24" West, 1,302.26 feet along the North Right of Way line of Spruce Street as recorded in the PLAT OF SANFORD GROVE, A REPLAT OF SECTION 1, as recorded in Plat Book 4, Page 21, of the Public Records of Seminole County, Florida; thence South 00°04'47" West 296.00 feet to the North right of way line of Highway 46; thence North 89°36'24" West along said Right of Way 381.31 feet; thence North 00°23'36" East 5.00 feet; thence North 89°36'24" West 600 feet; thence North 00°23'36" East 5.00 feet; thence North 89°36'24" West 347.08 feet to the West line of the Southwest 1/4 of Section 32, Township 19 South, Range 31 East, Seminole County, Florida; thence North 00°09'32" East 1534.80 feet along said West line of Southwest 1/4; thence South 89°34'59" East 2,626.74 feet; thence South along the West Right of Way of Brisson Avenue 1,247.74 feet to the Point of Beginning, LESS the North 331.81 feet thereof.

Parcel 2:

Lots 1 through 11 and Lots 14 through 20 Block "H"; and Lots 1 through 22, Block G, REPLAT OF SECTION NO.1, SANFORD GROVE, according to the Plat recorded in Plat Book 4, Page 21, of the Public Records of Seminole County, Florida. Subject to a right of way over the South 100.00 feet of said plat.

TOGETHER WITH that drainage retention easement in favor of Stanley H. Sandefur, Trustee as recorded in Official Records Book 3896, Page 1602, Public Records of Seminole County, Florida.

ORDINANCE NO. 2007- **SEMINOLE COUNTY, FLORIDA**
Z2006-87

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LENGTHY LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) ZONING CLASSIFICATION THE PLI (PUBLIC LANDS AND INSTITUTIONS) 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 “S.R. 46 High School Rezone”, dated April 10, 2007.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from A-1 (Agriculture) to PLI (Public Lands and Institutions):

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 upon filing a copy of this Ordinance with the Florida Department of State by the Clerk of the Board of County Commissioners.

ENACTED this 10th day of April 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Carlton D. Henley
Chairman

EXHIBIT A
LEGAL DESCRIPTION

Description Parcel 1:

Commencing at the South 1/4 corner of Section 32, Township 19 South, Range 31 East, Seminole County, Florida, run North along the East line of the Southwest 1/4 of said Section 32, 326.00 feet; thence North 89°36'24" West 25.00 feet for a Point of Beginning; thence North 89°36'24" West, 1,302.26 feet along the North Right of Way line of Spruce Street as recorded in the PLAT OF SANFORD GROVE, A REPLAT OF SECTION 1, as recorded in Plat Book 4, Page 21, of the Public Records of Seminole County, Florida; thence South 00°04'47" West 296.00 feet to the North right of way line of Highway 46; thence North 89°36'24" West along said Right of Way 381.31 feet; thence North 00°23'36" East 5.00 feet; thence North 89°36'24" West 600 feet; thence North 00°23'36" East 5.00 feet; thence North 89°36'24" West 347.08 feet to the West line of the Southwest 1/4 of Section 32, Township 19 South, Range 31 East, Seminole County, Florida; thence North 00°09'32" East 1534.80 feet along said West line of Southwest 1/4; thence South 89°34'59" East 2,626.74 feet; thence South along the West Right of Way of Brisson Avenue 1,247.74 feet to the Point of Beginning, LESS the North 331.81 feet thereof.

Parcel 2:

Lots 1 through 11 and Lots 14 through 20 Block "H"; and Lots 1 through 22, Block G, REPLAT OF SECTION NO.1, SANFORD GROVE, according to the Plat recorded in Plat Book 4, Page 21, of the Public Records of Seminole County, Florida. Subject to a right of way over the South 100.00 feet of said plat.

TOGETHER WITH that drainage retention easement in favor of Stanley H. Sandefur, Trustee as recorded in Official Records Book 3896, Page 1602, Public Records of Seminole County, Florida.

OrlandoSanford
INTERNATIONAL AIRPORT

SANFORD AIRPORT AUTHORITY
Board of Directors

* * * * *

G. Geoffrey Longstaff
Chairman

Clyde H. Robertson, Jr.
Vice Chairman

Whitey Eckstein
Secretary/Treasurer

Tim Donihi
Board Member

Col. Charles H. Gibson
Board Member

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Board Member

John A. Williams
Board Member

A.K. Shoemaker
Chairman Emeritus

Kenneth W. Wright
Airport Counsel

Larry A. Dale, C.M.
President & CEO

* * * * *



January 2, 2007

Austin Watkins, Planner
Seminole County Planning Division
1101 E. 1st Street
Sanford, Fl 32771

Dear Mr. Watkins:

Thank your for your recent e-mail concerning the proposed rezoning of a parcel of land north of route 46, from A-1 (Agriculture) to PLI (Public Lands and Institutions), north of the Orlando Sanford International Airport to construct a high school. From the airport's perspective, the proposed future high school will be a welcome addition to the local community.

Specifically, the Federal Aviation Administration has established guidance on vertical construction within close proximity of airports. At the proposed site, the limiting construction height would be about 150 ft. AGL or about 205 ft. MSL. This limiting construction height is based on Federal Aviation Regulation (FAR) Part 77. In addition, there are height restrictions near final approach and departure corridors that serve the Airport's runways. These restrictions are described in the FAA's terminal area procedures guidance. The proposed high school would be well clear of those terminal area limitations. Therefore, with respect to construction height, the proposed high school does not present any problem.

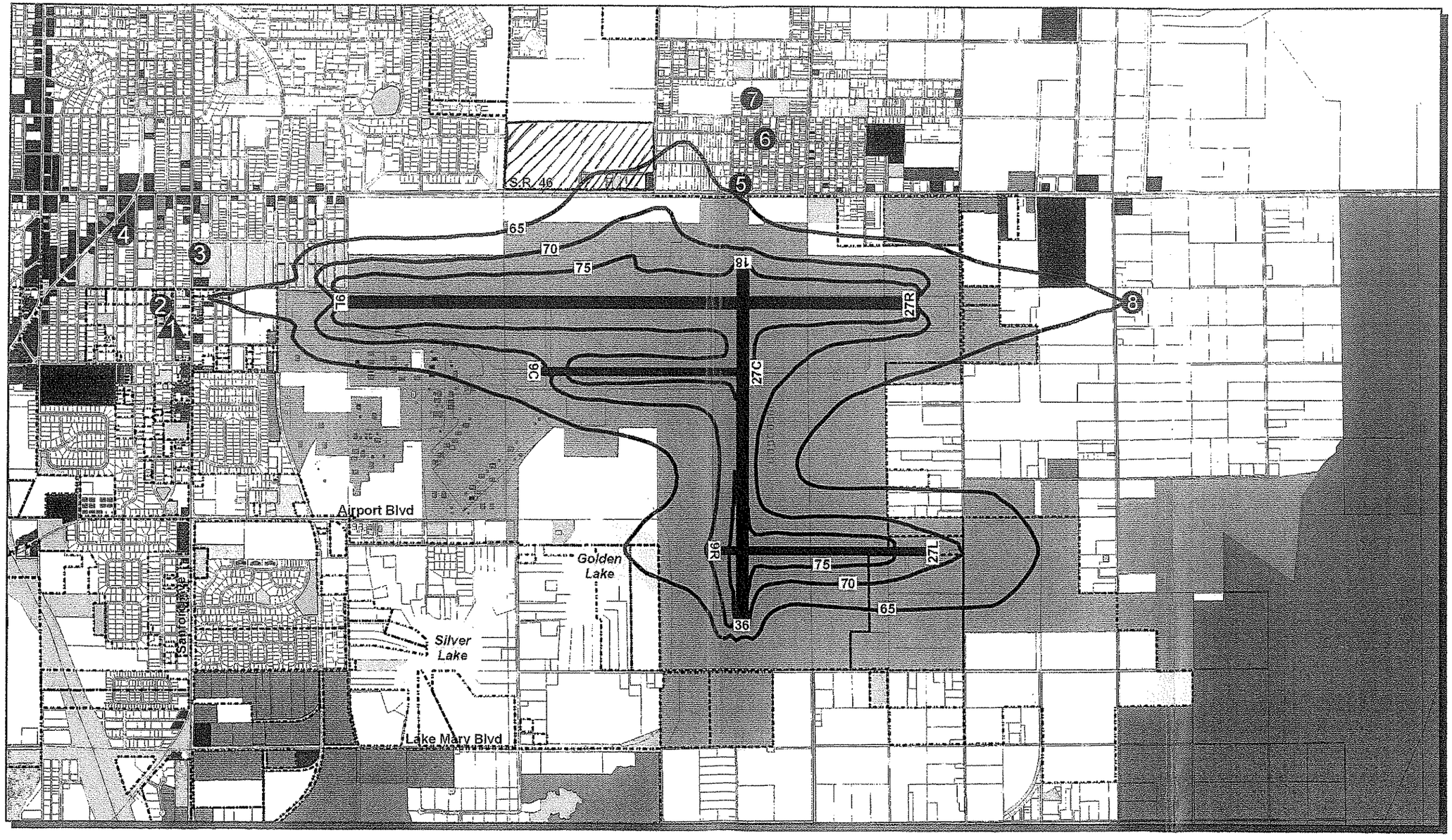
The proposed high school site is, however, relatively close to the airport and will experience aircraft over flight based on its proximity and aircraft generated noise from aircraft using the field. Your noise consultant will be able to better explain the FAA's noise metric, but simply put, the FAA uses decibels in the form of DNL, or a day/night weighted average to describe noise around the airport. As mentioned above, the proposed site will experience occasional over flight, but noise should not be a factor. Seminole County does require residential land developers and owners to sign a simple avigation easement acknowledging the presence of the airport. A similar document might be required in your case.

Thank you for the opportunity to comment on your e-mail, and I wish you success in your development. Should you need any additional information on this subject please do not hesitate to contact me at 407 585-4002.

Sincerely,

Larry A. Dale
President & CEO

(407) 585-4000 • 1200 Red Cleveland Boulevard • Sanford, Florida 32773 • Fax: (407) 585-4045
www.OrlandoSanfordAirport.com



Agriculture
Parks / Recreation
Conservation
Water

Commercial
Industrial
Institutional
Vacant

Single Family Residential
Multi Family Residential
Public Use Facility
Airport Property

City Boundary
Church
School

North

0 450 900 1800

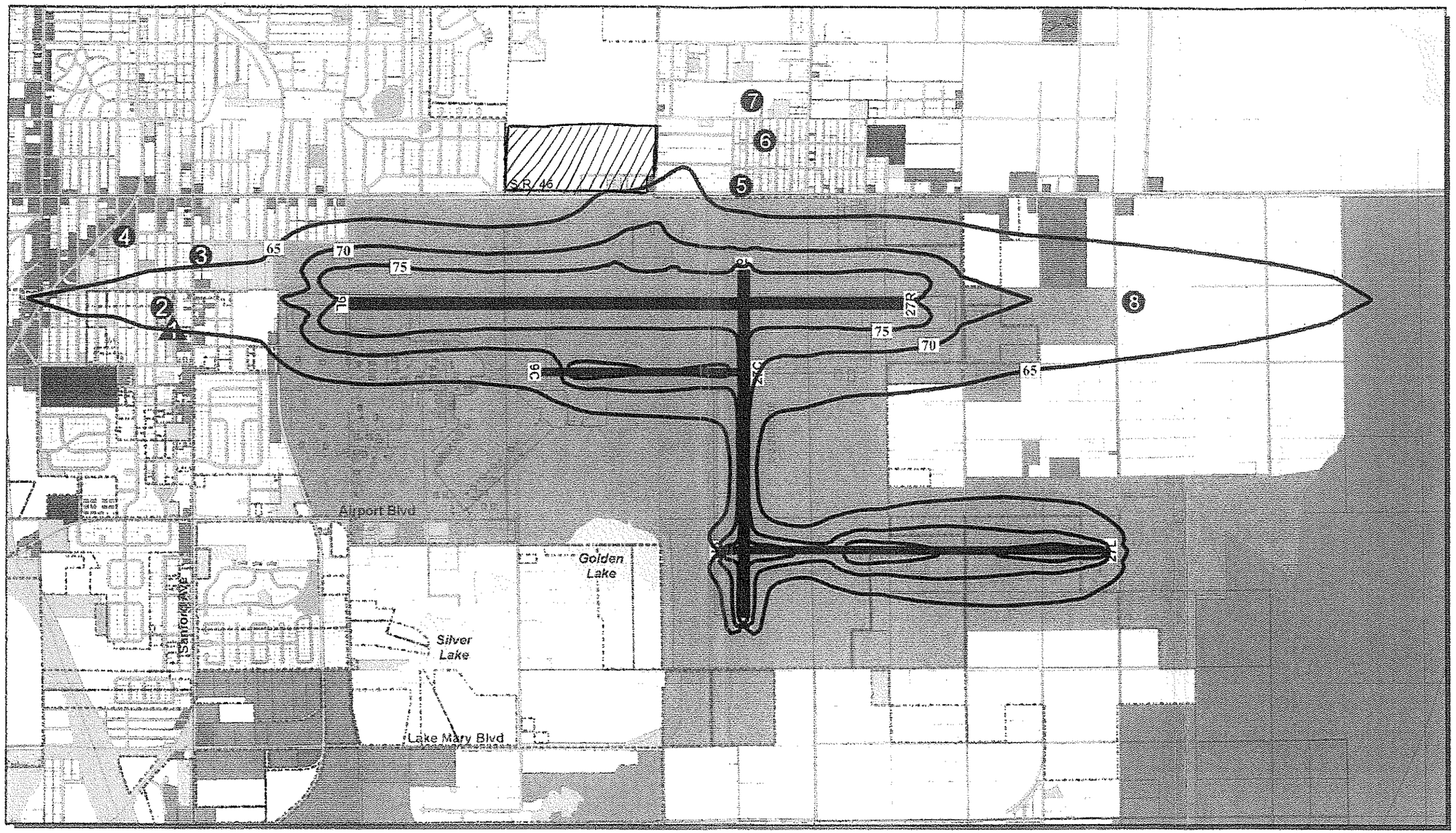
As Prepared By:
Environmental Science Associates
for the 2001 FAR Part 150 Study

Orlando Sanford INTERNATIONAL AIRPORT

Existing Noise Contours (2001) and Land Use

Figure 8-5

...te\Chapter 8\Figure 8-5



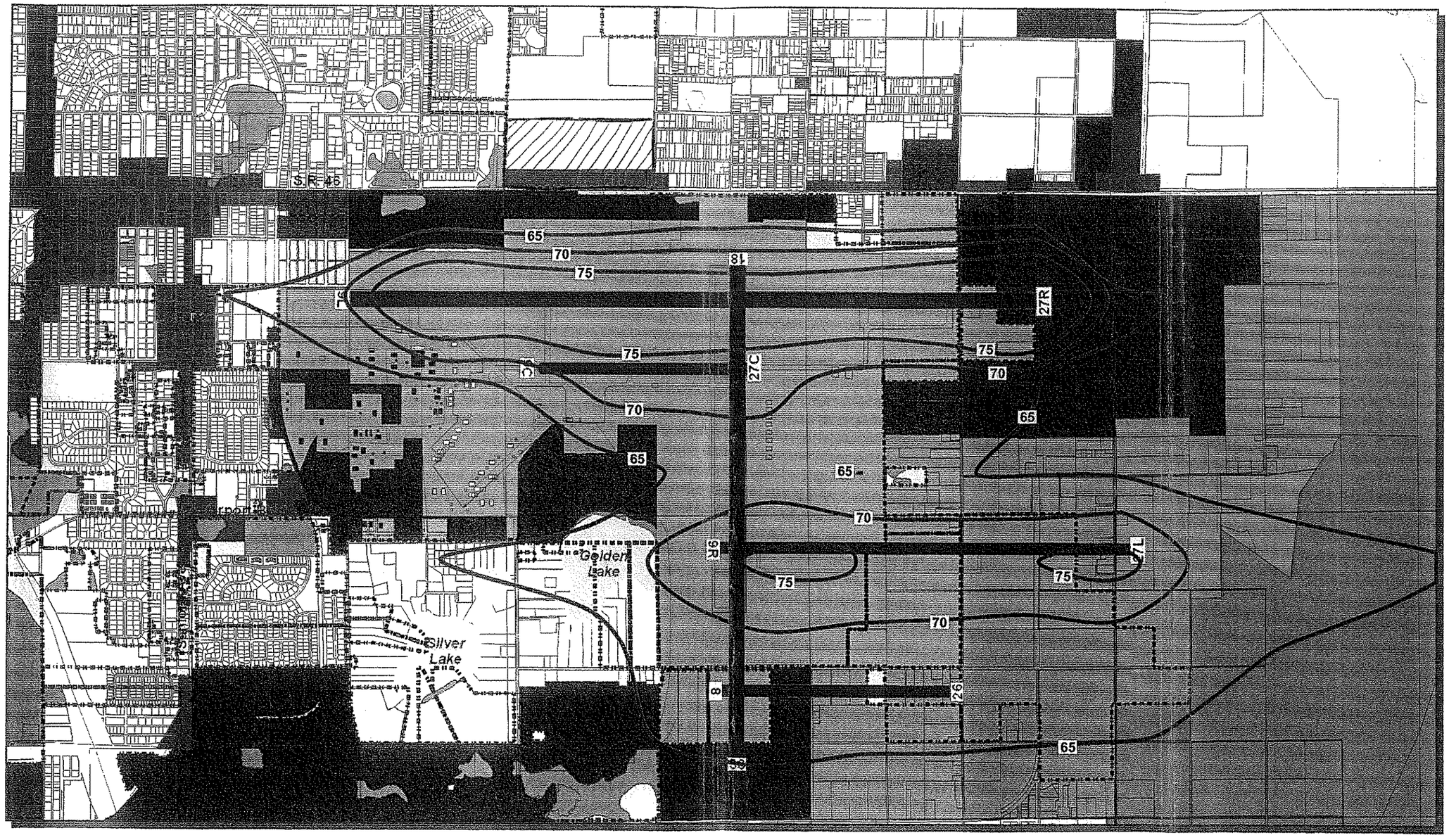
Source: Orlando Sanford International Airport
2004 Noise Exposure Maps Update, June 6, 2005
Prepared by ESA

- Agriculture
- Parks / Recreation
- Conservation
- Water
- Commercial
- Industrial
- Institutional
- Vacant
- Single Family Residential
- Multi Family Residential
- Public Use Facility
- Airport Property*
- City Boundary
- Church
- School
- DNL Contours

North

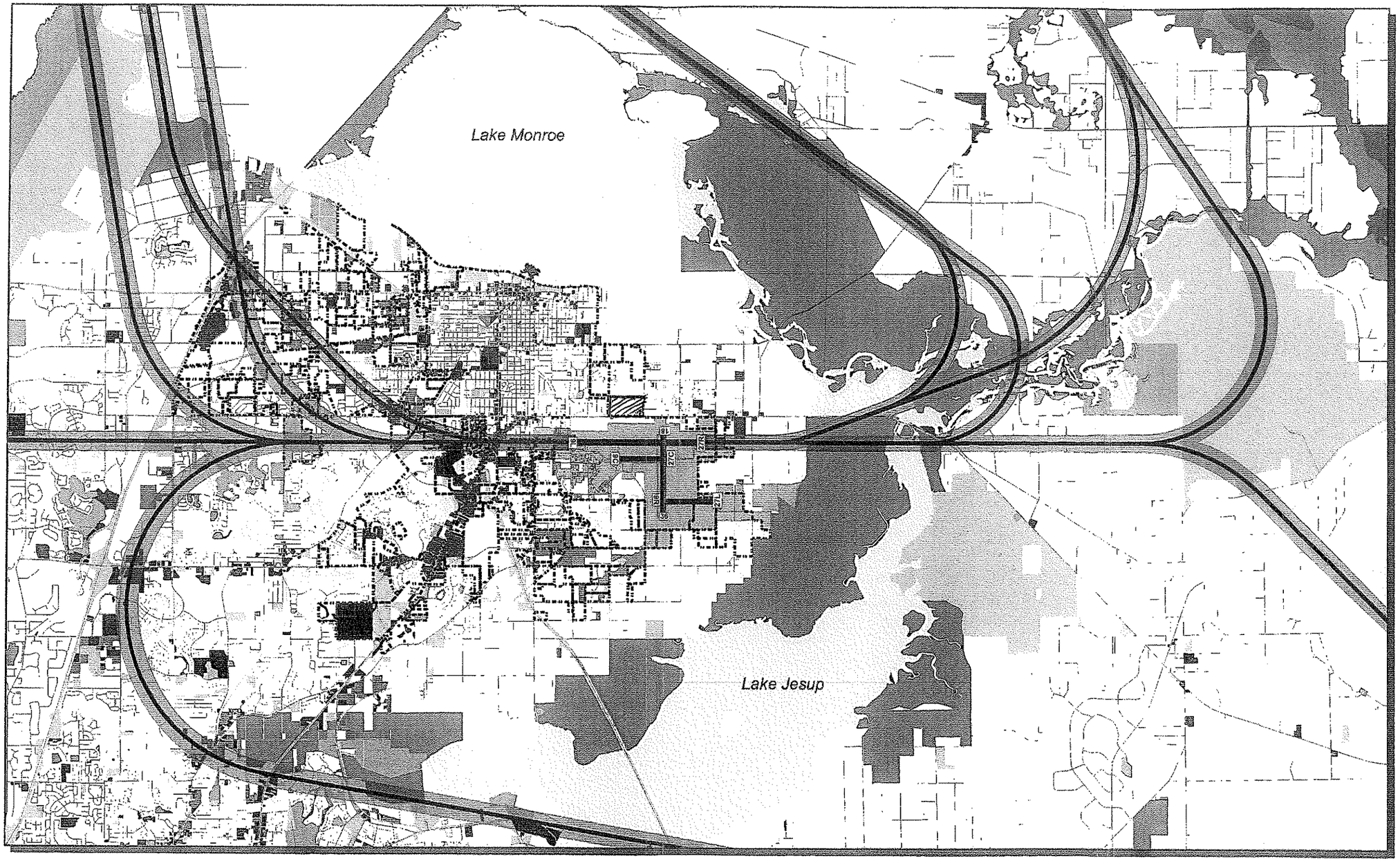
0 450 900 1800

* Future airport property includes parcels scheduled for acquisition



Future Land Use Provided by:
Environmental Science Associates
and Seminole County

Mas... ...ate\Chapter 8\Figure 8-6



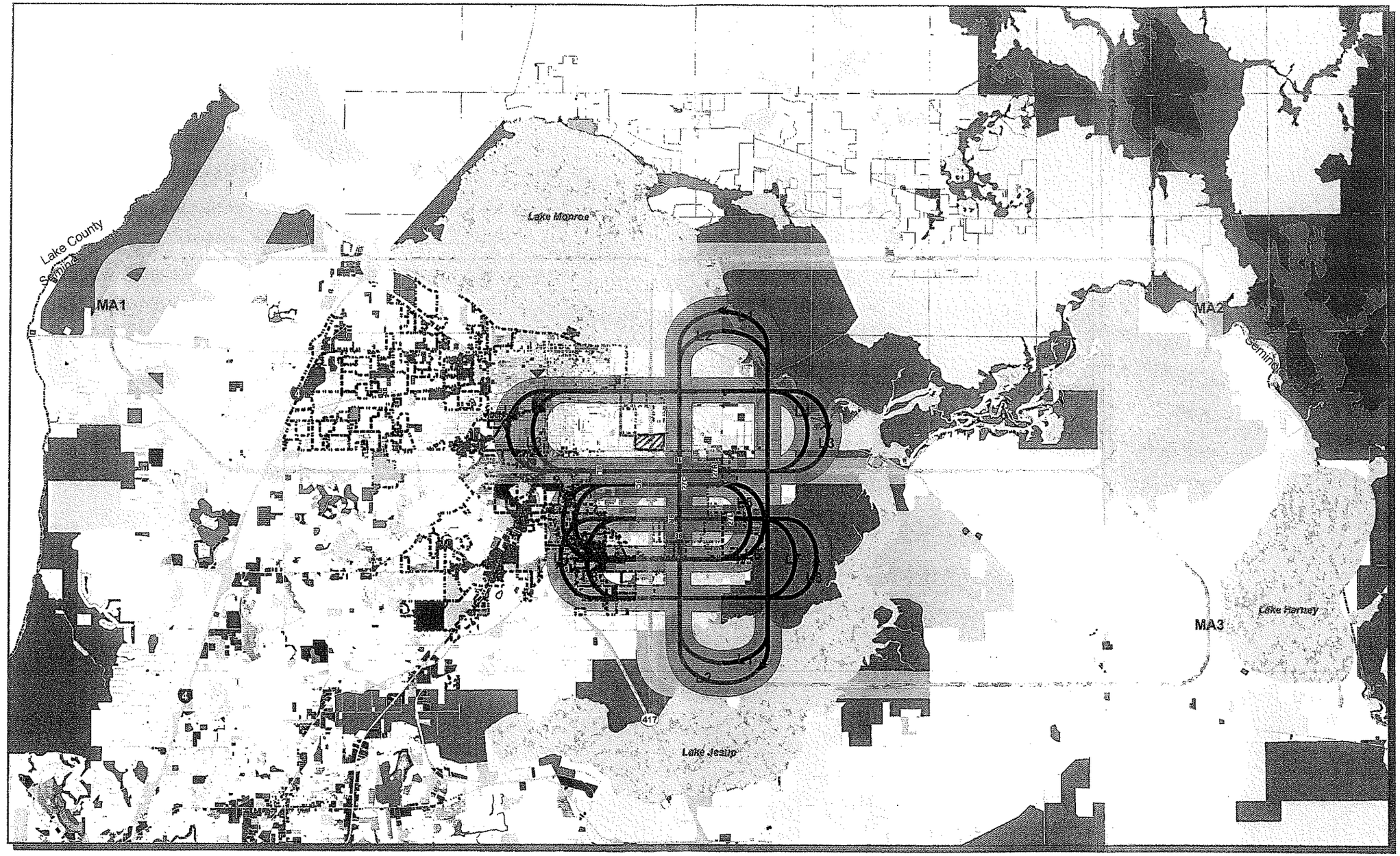
As Prepared By:
Environmental Science Associates
for the 2001 FAR Part 150 Study

Orlando Sanford INTERNATIONAL AIRPORT

Aircraft Flight Tracks - Recommended Departure Tracks

Figure 8-4

...ate\Chapter 8\Figure 8-4



Agriculture
Parks / Recreation
Conservation
Water

Commercial
Industrial
Institutional
Vacant

Single Family Residential
Multi Family Residential
Airport / Public Facility
City Boundary

ILS Training Corridor
Local Touch & Go Corridor

North

0 2250 4500 9000

As Prepared By:
Environmental Science Associates
for the 2001 FAR Part 150 Study

Mast... ...el\Chapter 8\Figure 8-3

Orlando Sanford INTERNATIONAL AIRPORT

Aircraft Flight Tracks - Primary Training Activity

Figure 8-3

MINUTES FOR THE REGULAR MEETING
OF THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
WEDNESDAY, FEBRUARY 7, 2007
7:00 P.M.

Members Present: Matt Brown, Jason Brodeur, Ben Tucker (left prior to vote), Walt Eismann, Kim Day, and Dudley Bates

Member absent: Rob Wolf

Also present: April Boswell, Planning Manager; Tina Williamson, Assistant Planning Manager; Austin Watkins, Planner; Tony Walter, Principal Planner; Kathleen Furey-Tran, Assistant County Attorney; and Candace Lindlaw-Hudson, Clerk to the Commission.

C. SR 46 High School Rezone; Seminole County Public Schools / Cindy Jordan, applicant. 70.19± acres. Rezone from A-1 (Agriculture) to PLI (Public Lands and Institutions) for a Public High School; located northwest of the intersection of S.R. 46 and Brisson Avenue. (Z2006-87)

Commissioner Carey – District 5
Austin Watkins, Planner

Austin Watkins presented the request for rezoning of 70.2 acres from A-1 (Agriculture District) to PLI (Public Lands and Institutions). The proposed use would be for a public high school and associated uses. The future land use of the property is low density residential and commercial. The Orlando Sanford property is located to the south of the subject property. A portion of the property is located in the 65 DNL (Day-Night Average Sound Level) while the majority of the property is in the 60 DNL contour for noise. The DNL is the average noise level for the 24 hour period. 60 DB is equivalent to the noise of an air conditioning unit, or a sewing machine. 65 DB is equivalent to the noise of a vacuum cleaner, hairdryer, or noisy restaurant. The 65 DNL currently covers the southeast portion of the property. Airport flight tracks show no direct flight path over the property; the parcel will experience occasional overflight due to trainings. Staff finds that the requested PLI zoning is compatible with the surrounding area and therefore recommends the rezone request.

Scott Stegall of Seminole County Public Schools said that a survey on the endangered species on the site has been completed and that none were found. As for drainage, the site has conveyed drainage to the north on the deed. This

will be addressed in the final engineering phase of the project. The flight path that was mentioned is a training path for Runway 9-Left. There will not be commercial traffic over the site.

Louise Perkins lives on Brisson Avenue, facing the property. She wanted information on how the property would be accessed. Also, she was concerned about noise and how the property would be buffered. She wanted to know where the school would be placed on the property.

Commissioner Brown stated that the State statutes apply to the planning of school sites.

April Boswell stated that we were addressing only the rezoning tonight. No plan has been drawn yet. The school board does work with the County to coordinate the project better.

The School Board is available to hear Ms. Perkins' concerns. County Planning staff is also available.

Scott Stegall said that the County has active and passive buffer requirements for the placement of fields. The School Board is aware of the neighborhood concerns.

Commissioner Brodeur made a motion to recommend approval of the application.

Commissioner Eismann seconded the motion.
Commissioner Tucker said that he will be voting against the motion. He has no problem with the neighborhood or the site, but to put a school so close to an airport is not good. Developers have to insulate for sound in houses. Commissioner Tucker said that he is familiar with airport noise levels. It is not prudent to go here because of the noise issues, not to mention safety issues. There have to be better sites.

At this time Commissioner Tucker was taken ill and the meeting was recessed. Commissioner Tucker was absent for the duration of the meeting.

After the call to order, the vote was called. The motion passed 5 – 0.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: (Continued from 3/27/07 BCC meeting) Deer Lakes PUD Rezone from A-1 (Agriculture) to PUD (Planned Unit Development)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: **CONTACT:** Tina Williamson **EXT:**

MOTION/RECOMMENDATION:

1. DENY the requested rezone of 38.98± acres, located on the north side of SR 46, between Yankee Lake Road and Longwood Markham Road, from A-1 (Agriculture) to PUD (Planned Unit Development) and authorize the Chairman to execute the Denial Development Order, based on staff findings (Hugh Harling, applicant); or

2. APPROVE the requested rezone of 38.98± acres, located on the north side of SR 46, between Yankee Lake Road and Longwood Markham Road, from A-1 (Agriculture) to PUD (Planned Unit Development) and approve the Preliminary Master Plan (Hugh Harling, applicant); or

3. CONTINUE the item to a time and date certain.

(Tina Williamson)

District 5 Brenda Carey

BACKGROUND:

The applicant is requesting to rezone 38.98± acres from A-1 (Agriculture) to PUD (Planned Unit Development). The proposed use is 31 single-family lots at a maximum density of 1 dwelling unit per net buildable acre in the aggregate. The lots range in size from a minimum of 0.5± acre to a maximum of 1.33± acres.

In May of 2006, the rear 34.47± acres of the subject property received Preliminary Subdivision Plan (PSP) approval for 15 lots at a minimum of 1-acre in size. The current application includes an additional 4.51± acres fronting SR 46 and proposes a total of 31 lots.

The subject property is located in the Wekiva River Protection Area (WRPA) and has a Suburban Estates Future Land Use (FLU) Designation. In the WRPA, if a property has Suburban Estates FLU, PUD zoning may be allowed only if the project meets certain clustering provisions of the Vision 2020 Comprehensive Plan and the Seminole County Land Development Code (SCLDC). The subject property is also located within the Wekiva Study Area.

Staff has reviewed the requested PUD rezone and finds that the proposed Preliminary Master Plan does not comply with the requirements of the Vision 2020 Comprehensive Plan and the Seminole County Land Development Code (SCLDC) relating to the Wekiva River Protection Area and the PUD clustering requirements.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:

The Planning and Zoning Commission met on February 7, 2007 and voted 3 to 2 to recommend APPROVAL of the requested rezone of 38.98± acres, located on the north side of SR 46, between Yankee Lake Road and Longwood Markham Road, from A-1 (Agriculture) to PUD (Planned Unit Development), and approval of the Preliminary Master Plan, with the addition of providing wildlife corridors.

STAFF RECOMMENDATION:

Staff recommends DENIAL of the requested rezone of 38.98± acres, located on the north side of SR 46, between Yankee Lake Road and Longwood Markham Road, from A-1 (Agriculture) to PUD (Planned Unit Development), and recommends denial of the Preliminary Master Plan, based on staff findings.

ATTACHMENTS:

1. Staff Analysis
2. Maps and Aerials
3. Maps and Aerials
4. Maps and Aerials
5. Preliminary Master Plan
6. Approved PSP
7. Denial Development Order
8. LPA P and Z Meeting Minutes
9. Letters of Opposition

Reviewed By:

☑ County Attorney Review (Kimberly Laucella)

Deer Lakes Rezone from A-1 to PUD		
APPLICANT	Hugh Harling	
PROPERTY OWNER	Alaqua Investments, Inc.	
REQUEST	Rezone from A-1 (Agriculture) to PUD (Planned Unit Development)	
PROPERTY SIZE	38.98± acres	
HEARING DATE (S)	P&Z: February 7, 2007	BCC: April 10, 2007
PARCEL ID	22-19-29-300-0040-0000, 22-19-29-300-005A-0000	
LOCATION	Located on the north side of SR 46, between Yankee Lake Road and Longwood Markham Road	
FUTURE LAND USE	SE (Suburban Estates)	
ZONING	A-1 (Agriculture)	
FILE NUMBER	Z2006-79	
COMMISSION DISTRICT	#5 – Carey	

Proposed Development:

The applicant is proposing to develop 31 single-family lots at an aggregate net density of 1 dwelling unit per net buildable acre.

ANALYSIS OVERVIEW:

Standards for Plan Amendments within the Wekiva River Protection Area:

This property is located within the Wekiva River Protection Area and the Wekiva Study Area as depicted in Exhibit 22 FLU: Special Area Boundaries of the Seminole County Comprehensive Plan.

In 2006, the Board of County Commissioners amended the Vision 2020 Comprehensive Plan and the Land Development Code to comply with Part III, Chapter 369, Florida Statutes, known as the Wekiva Parkway and Protection Act.

Policy FLU 15.3: Wekiva Study Area Cluster Development Standards, which was adopted as part of the amendment, states that the County shall evaluate development proposals within the Wekiva Study Area to determine if cluster developments are required where development proposals meet one or more of the following criteria:

A. Contains significant amounts of wetlands, floodprone areas or other environmentally sensitive natural habitat such as longleaf pine, sand hill, sand pine, or xeric oak scrub;
B. Contains sensitive karst features or most effective recharge areas;
C. Abuts a government owned natural lands or other environmentally sensitive area such as springs, or historical or archaeological sites;
D. Is within 200’ of the Wekiva River, as measured from the ordinary high water elevation or the landward limit of established conservation areas.

The subject property meets criteria A, B, and C. The applicant has submitted an application for PUD zoning, however, SCLDC Chapter 30 Part 58: Wekiva River Protection-Seminole Estates Overlay Zoning states that on property having the Suburban Estates land use designation, the use of Planned Unit Development (PUD) zoning may only be permitted if the Planning Manager

and the Natural Resources Officer verify that a greater protection of wetlands, rare upland habitat, greenways, or wildlife corridors can be achieved by clustering. The proposed PUD does not provide a greater protection of wetlands, rare upland habitat, greenways, or wildlife corridors, nor does it cluster development

Staff finds that the proposed Preliminary Master Plan is not consistent with the Comprehensive Plan and the Seminole County Land Development Code standards for clustering in the following areas:

Comprehensive Plan definition of Cluster Development: a development, usually residential, in which lot sizes are reduced, while the overall density is not increased, thereby creating common open space areas, which are permanently restricted from development through recorded binding legal instruments.

Application Deficiency:

The proposed Preliminary Master Plan does not meet the definition or intent of a cluster development. Although, the aggregate net density remains at 1 unit per net buildable acre, the rear 34.47± acres of the property have approximately the same configuration of 1-acre and larger lots as the 15-lot PSP that was approved in May of 2006 under the regular A-1 development standards. The reduced lot sizes are predominantly on the additional 4.51± acres that were added as a part of this new application and no additional open space areas preserved. Staff finds that the proposed Preliminary Master Plan does not provide reduced lot sizes or create additional open space areas and, therefore, does not meet the definition of a Cluster Development per the Comprehensive Plan.

Policy FLU 1.5: Cluster Development states that the County shall provide for clustering within PUDs to preserve conservation areas, other open space and aquifer recharge areas, allow for creative design, provide for open space, promote the efficient use of infrastructure, provide sites for schools, and promote affordable housing.

Application Deficiency:

The proposed Preliminary Master Plan does not promote the efficient use of infrastructure because the roadway and utilities will have to be extended to the far end of the property, due to the layout and size of the 1-acre lots. It also does not allow a significant amount of contiguous open space to be preserved.

Policy FLU 14.9: Wekiva River Protection Area Environmental Design Standards requires a 25' minimum, 50' average undisturbed upland buffer adjacent to all wetlands and floodplains in the WRPA.

SCLDC Chapter 30 Part 58: Wekiva River Protection-Seminole Estates Overlay Zoning states that on property having the Suburban Estates land use designation, the use of Planned Unit Development (PUD) zoning may only be permitted if the Planning Manager and the Natural Resources Officer verify that a greater protection of wetlands, rare upland habitat, greenways, or wildlife corridors can be achieved by clustering.

Application Deficiency:

The proposed Preliminary Master Plan is not a cluster development and does not provide a greater protection of wetlands, rare upland habitat, greenways, or wildlife corridors than the PSP approved under regular A-1 zoning for the following reasons:

1. Section 30.451 (e) of the Seminole County Land Development Code (SCLDC) requires 25% usable open space and recreation areas dedicated to the homeowner association within a PUD. The proposed Preliminary Master Plan provides 15% of the required 25% useable open space within a 50' perimeter buffer that is in an easement across the back of individual lots. Sec. 30.1344 SCLDC only allows easements to be used to meet open space requirements if they are used for pedestrian connections and accessible for general use by the residents of the development. At the time of Final Master Plan approval, the developer will have to show a mulch pedestrian walkway within the buffer/easement for it to count towards the useable open space requirement. The proposed use of the 50' perimeter buffer as a pedestrian walkway may reduce its effectiveness as a wildlife corridor by facilitating the intrusion of pedestrians and domestic animals into the wildlife corridor. Utilizing an easement, instead of a separate tract also increases the possibility that that the buffers may be disturbed by the residents, because they consider the property a part of their lot.
2. The original PSP provided a 60' buffer from the south edge of Miranda Lake to the nearest lot line in a separate tract outside of any lot and an additional 50' buffer in an easement on the nearest lot, for a total of 110 feet of wetland buffer. Along the north edge of Miranda Lake there was a 150' buffer provided from the south edge of Miranda Lake to the nearest lot line in a separate tract outside of any lot and an additional 50' buffer in an easement on the nearest lot, for a total of 200 feet of wetland buffer
3. The proposed Preliminary Master Plan only has a 50' wildlife corridor/buffer adjacent to post-development wetlands and floodplains around the entire wetland area, which is a total reduction of 50' along the south side and a total reduction of 150' along the north side from the approved PSP.
4. The 50' buffers on the proposed plan are in easements across the rear of the lots, as opposed to a separate tract outside of the lots. Utilizing an easement, instead of a separate tract, increases the possibility that that the buffers may be disturbed by the residents, because they consider the property a part of their lot. Therefore, the proposed Preliminary Master Plan fails to provide a greater protection of wetlands, rare upland habitat, greenways, or wildlife corridors because the buffers are smaller and more likely to be disturbed.

The proposed Preliminary Master Plan does not meet the intent of providing a greater protection of wetlands, rare upland habitat, greenways, or wildlife corridors required by the Land Development Code because it provides a smaller undisturbed wetland buffer than the PSP approved under regular A-1 zoning and proposes pedestrian connections that conflict with potential wildlife corridors. SCLDC Chapter 30 Part 58: Wekiva River Protection-Seminole Estates Overlay Zoning does not allow the use of PUD zoning unless the greater protection threshold is met.

CONCLUSION OF FINDINGS:

To meet the definition of cluster development in the Comprehensive Plan and to provide a greater protection of the wetlands as required by the Land Development Code, the following standards must be met:

1. PUD zoning cannot be used to achieve a greater lot yield by maximizing the site with lots for the purpose of gaining additional lots less than 1-acre in size.
2. All lots should be reduced in size and clustered in one area of the property to reduce the infrastructure requirements and allow a significant contiguous area of open space to be preserved in a separate tract.
3. The site should also be designed so that a buffer above and beyond the required 25' minimum, 50' average undisturbed upland buffer adjacent to all wetlands and floodplains is provided and the buffer should utilize a separate tract instead of an easement.

LAND USE / ZONING REQUEST

The following table depicts the minimum regulations for the current zoning district of A-1 (Agriculture) and the requested district of PUD (Planned Unit Development):

DISTRICT REGULATIONS	Existing Zoning (A-1)	Proposed Zoning (PUD)
Minimum Lot Size	43,560 square feet	21,780 square feet
Minimum Width at Building Line	150 feet	120 feet
Front Yard Setback	50 feet	35 feet
Side Yard Setback	10 feet	10 feet*
(Street) Side Yard Setback	50 feet	25 feet
Rear Yard Setback	30 feet	20 feet *
Maximum Building Height	35 feet	35 feet

***** Measured from the property line or the inner edge of the 50-foot easement, if the easement crosses the lot.

PERMITTED & SPECIAL EXCEPTION USES

The following table depicts the permitted and special exception uses within the existing and proposed zoning districts:

Uses	A-1 (existing)	PUD (proposed)
Permitted Uses	Agricultural uses such as citrus or other fruit crops cultivation, production and horticulture, truck farms, plant nurseries and greenhouses not involved with retail sales to the general public, silva culture, public and private elementary schools, publicly owned and/or controlled parks and recreation areas, bait production, stables, barns, single-family dwellings	Single-family residential, home office, home occupation.
Special Exception Uses	Special Exception such as cemeteries and mausoleums, kennels including the commercial raising or breeding of dogs, hospitals, sanitariums and convalescent homes, veterinary clinics and assisted living facilities and group homes, public and private nursery schools, kindergartens, middle schools, high schools and colleges, public utility and service structures, fishing camps, marinas, gun clubs, or similar enterprises or clubs making use of land with nominal impacts to natural resources, privately owned and operated recreational facilities open to the paying public, water plants, and sanitary landfill operations, off-street parking lots, farm worker housing, mobile homes, retail nurseries, landscaping contractors as an accessory use to a wholesale nursery or wholesale tree farm, communication towers, bed and breakfast establishments.	N/A
Minimum Lot Size	1-Acre	21,780 sq. ft.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM map 12117C0010E, with an effective date of April 17, 1995, there appears to be 8± acres of floodzone A (100 year floodplain) on the subject property. Based upon preliminary DFIRM maps, there appear to be approximately 12± acres of floodzone A on the subject property. Compliance with all Land Development Code regulations regarding development within and around floodplain areas is required prior to the issuance of any building permits.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be 2.9± acres of wetlands on the subject property. Compliance with all Land Development Code regulations regarding development within and around wetland areas is required prior to the issuance of any building permits.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3), Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has elected to defer Concurrency Review at this time. The applicant will be required to undergo Concurrency Review prior to final engineering approval.

Utilities:

The site is located in the Northeast utility service area, and will be required to connect to public utilities. There is a 12-inch water main on the south side of W. SR 46 and a 16-inch force main on the southeast corner of the parcel. There is a 16-inch reclaimed water main at Yankee Lake Rd.

Transportation / Traffic:

The property proposes access onto SR 46, which is classified as an arterial road. SR 46 is currently operating at a level-of-service "D" and does not have improvements programmed in the County 5-year Capital Improvement Program or FDOT 5-year Work Program. The developer will be required to install a left turn lane on SR 46.

School Impacts:

The project will not generate any additional school impacts as the aggregate density will remain 1 dwelling unit per net buildable acre.

Drainage:

The proposed project is located within the Yankee Lake Drainage Basin, and may have limited downstream capacity. Based upon preliminary review, at a minimum, the site will have to be designed to hold the pre-post volume difference for the 25 year/24 hour storm event and 3" over DCIA (directly connected impervious area). A detailed analysis will be required at final engineering, including evaluation of outfall condition and precise floodzone limits.

Parks, Recreation and Open Space:

Section 30.451 (e) of the Seminole County Land Development Code requires 25% usable open space and recreation areas dedicated to the homeowner association within a PUD. Any undisturbed upland buffers required due to WRPA regulations cannot be counted towards the useable open space requirement. The developer must demonstrate how the useable open space requirement is met at the time of Final Master Plan.

Buffers and Sidewalks:

At time of development, a 5-foot wide sidewalk is required to be installed along the property frontage on SR 46. The site is located within the SR 46 Scenic Corridor Overlay District and will have to provide a 50' setback from SR 46, and within the setback a 25' buffer is required to contain the following plantings, at a minimum:

(A) Four (4) canopy trees per one hundred (100) linear feet; and
(B) Six (6) understory trees per one hundred (100) linear feet (each understory tree shall be a minimum of one and one-half (1 1/2) inches caliper and six (6) feet tall at the time of planting); and
(C) Sixteen (16) shrubs per one hundred (100) linear feet.
(D) Canopy and understory trees may be clustered to accent entrances or other design features of the site.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS

The subject property is located within the Wekiva River Protection Area, the Wekiva River Study Area and the SR 46 Scenic Corridor Overlay District.

COMPREHENSIVE PLAN (VISION 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The following policies are applicable with the proposed project (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

Policy FLU 1.2:	Flood Plain Protection
Policy FLU 1.3:	Wetlands Protection
Policy FLU 1.4:	Conservation Easements
Policy FLU 1.5:	Cluster Development
Policy FLU 2.1:	Subdivision Standards
Policy FLU 2.11:	Determination of Compatibility in the Planned Unit Development Zoning Classification
Policy FLU 12.4:	Relationship of Land Use to Zoning Classification
Policy FLU 14.7:	State Road 46 Roadway Corridor Overlay/Environmental Considerations
Policy FLU 14.8:	Compliance Agreements Between Seminole County and the Florida Department of Community Affairs
Policy FLU 14.9:	Wekiva River Protection Area Environmental Design Standards
Policy FLU 15.2:	Wekiva Study Area Natural Resource Protection

Policy FLU 15.3 Wekiva Study Area Cluster Development Standards
Policy CON 3.7: Open Space Regulation
Policy CON 3.8: PUD/Cluster Developments
Policy CON 3.9: Conservation Easement/Dedication
Policy PUB 2.1: Public Safety Level-of-Service

INTERGOVERNMENTAL NOTIFICATION:

No intergovernmental notice was required because the proposed development is not in close proximity to any other municipality and will not create any additional school impacts.

LETTERS OF SUPPORT OR OPPOSITION:

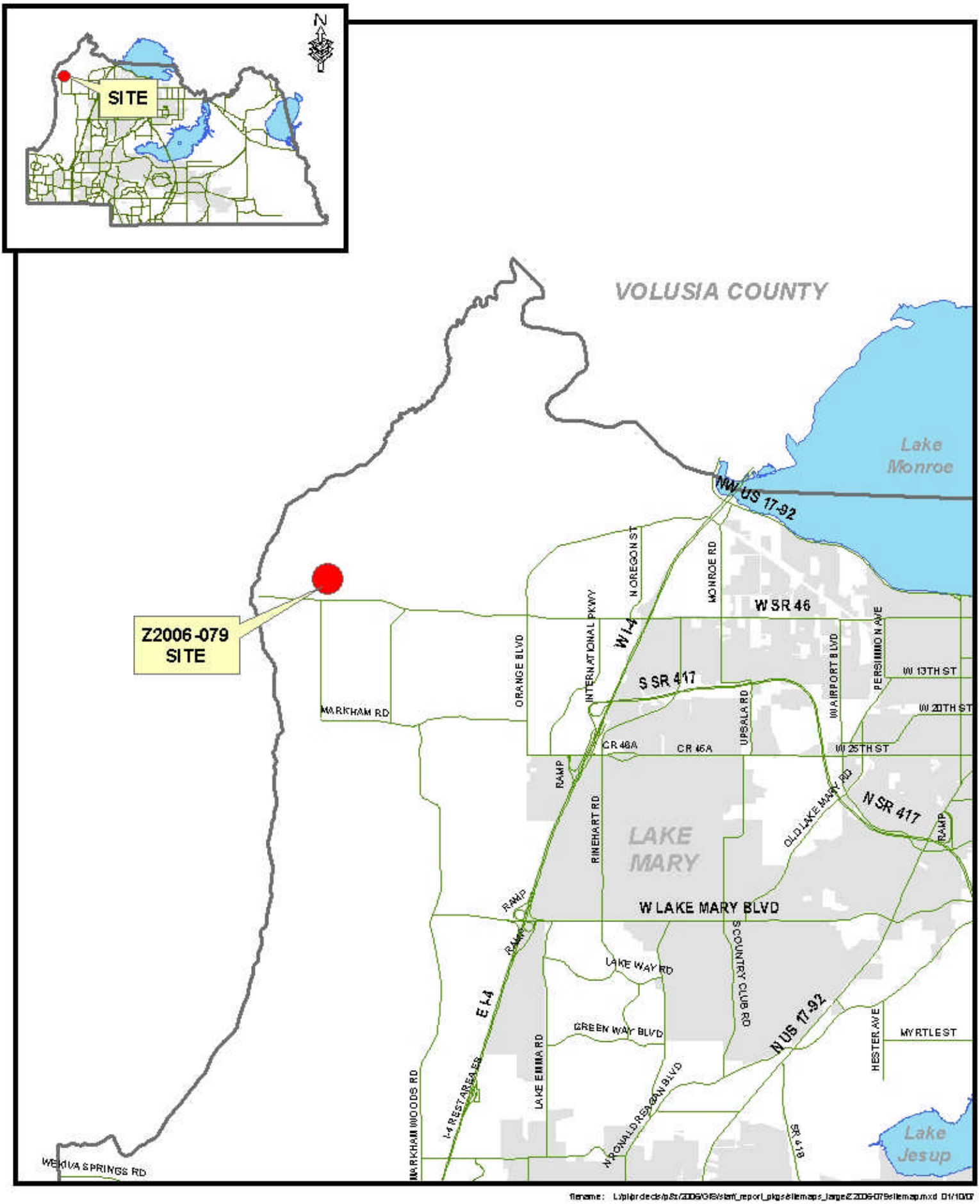
At this time, Staff has several letters of opposition, which are attached.

STAFF RECOMMENDATION:

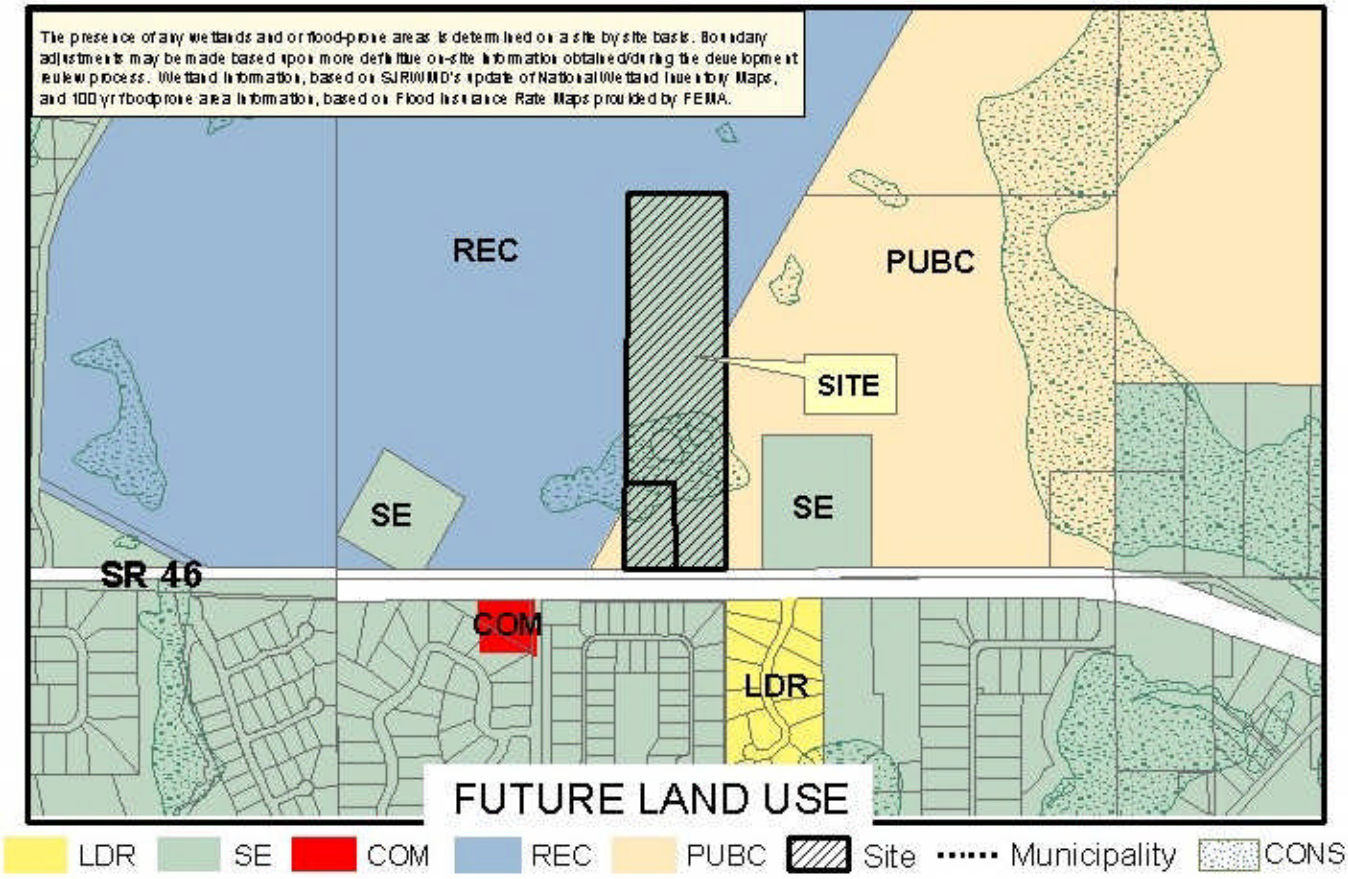
Staff recommends DENIAL of the requested rezone of 38.98± acres, located on the north side of SR 46, between Yankee Lake Road and Longwood Markham Road, from A-1 (Agriculture) to PUD (Planned Unit Development), and recommends denial of the Preliminary Master Plan, based on staff findings.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:

The Planning and Zoning Commission met on February 7, 2007 and voted 3 to 2 to recommend APPROVAL of the requested rezone of 38.98± acres, located on the north side of SR 46, between Yankee Lake Road and Longwood Markham Road, from A-1 (Agriculture) to PUD (Planned Unit Development), and approval of the Preliminary Master Plan, with the addition of providing wildlife corridors.



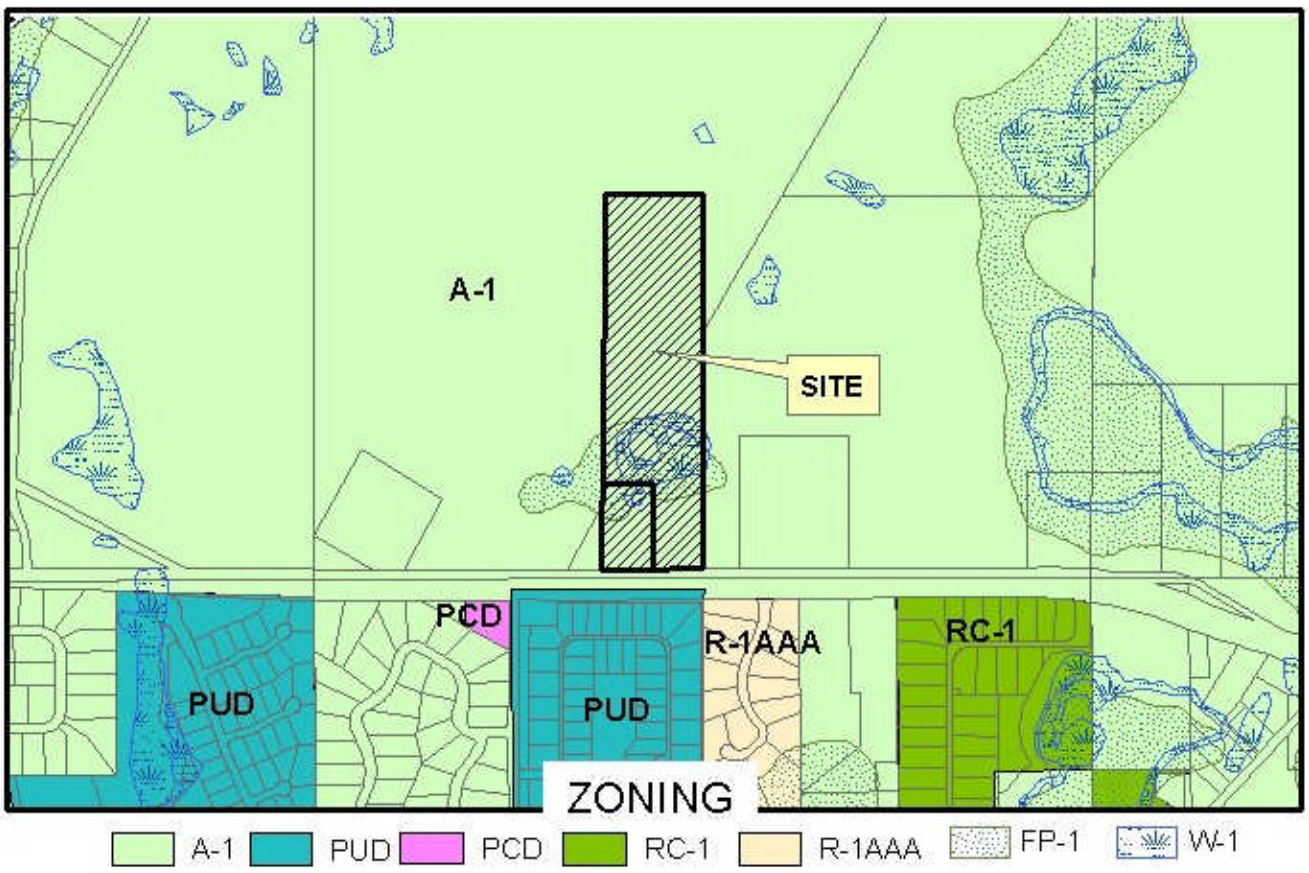
filename: L:\plprdecs\p&z\2006\GIS\staff_report_pkgs\sitemaps_large\Z2006-079sitemap.mxd 01/10/07



Applicant: Hugh Harling, Jr.
Physical STR: 22-19-29-300-0040 & 005A-0000
Gross Acres: 38.98 +/- BCC District: 5
Existing Use: Vacant
Special Notes: None

	Amend/ Rezone#	From	To
FLU	–	–	–
Zoning	Z2006-079	A-1	PUD

N



filename: L:\p\projects\p&z\GIS\staff_report_pkgs\2006\amendments\z2006-079.mxd 01/10/07



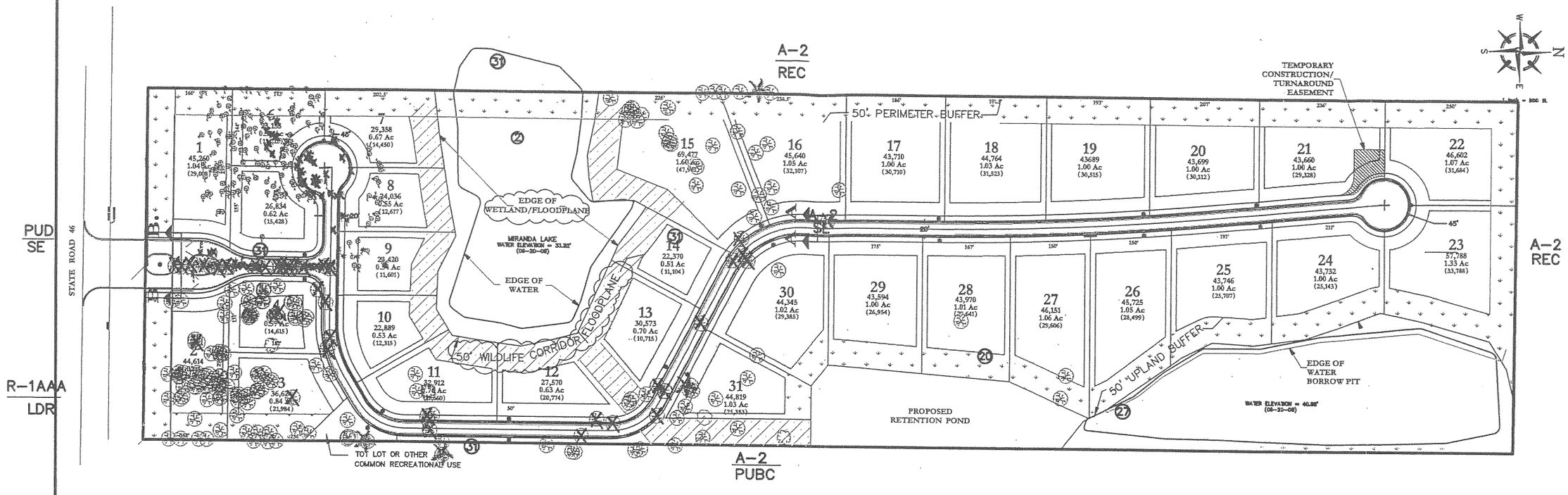
Rezone No: Z2006-079
From: A-1 To: PUD

Parcel
Subject Property

N

Winter 2006 Color Aerials

filename: L:/plp/projects/p&z/GIS/staff_report_pkgs/2006/file_aerials/Z2006-079 adaer 01/18/07



LEGAL DESCRIPTION:
PARCEL ID#: 22-19-29-300-005A-0000
22-19-29-300-0040-0000

BEGINNING AT THE SOUTH 1/2 MILE POST OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, THENCE RUN WEST 660 FEET, THENCE RUN NORTH 2640 FEET, THENCE RUN EAST 660. FEET THENCE RUN SOUTH 2640 FEET TO THE POINT OF BEGINNING, LESS THE ROAD RIGHT-OF-WAY ON THE SOUTH.

CONTAINING THEREIN 38.98 ACRES, MORE OR LESS.

PROPOSED SITE DATA:

DEVELOPMENT NAME:	WEKIVA POINTE RESERVE
PROPOSED DEVELOPMENT:	SINGLE FAMILY RESIDENTIAL
TOTAL SITE AREA:	38.98
NUMBER OF LOTS:	31
PROPOSED GROSS DENSITY:	.78 DU/ACRE
PROPOSED NET DENSITY:	.95 DU/ACRE
CURRENT ZONING:	A-1
PROPOSED ZONING:	PUD
FUTURE LAND USE:	SUBURBAN ESTATES
ALLOWABLE NO. OF LOTS	32
DESIGNED NO. OF LOTS	31

OPEN SPACE

REQUIRED OPEN SPACE:	25% = 9.75 ACRES
PROVIDED OPEN SPACE:	33% = 10.85 ACRES

CONSERVE 50% OF ONSITE TREES

TREES ON SITE:	283
TREES TO BE PRESERVED:	141

BUILDING SETBACKS:

MAXIMUM BUILDING HEIGHT:	35 FEET, 2 STORY
FRONT	35 FEET
REAR MINIMUM	20 FEET
SIDE	10 FEET
CORNER LOT	25 FEET
WIDTH AT BUILDING LINE	120 FEET

LANDSCAPE BUFFERS:

PERIMITER	25 FEET
WETLAND BUFFER	50 FEET

LANDSCAPING WILL MEET ALL REQUIREMENTS OF PART 64, CHAPTER 30 AND SECTION 30.1226 OF SEMINOLE COUNTY LAND DEVELOPMENT CODE.

MINIMUM PAVEMENT WIDTH: 20' FOR TWO WAY TRAFFIC WITHIN 30' PRIVATE R/W

A 4' CONCRETE SIDEWALK SHALL BE PROVIDED ALONG FRONT PROPERTY LINE OF EACH LOT. STREET LIGHTING OTHER EXTERIOR LIGHTING SHALL BE INSTALLED PER SEMINOLE COUNTY LAND DEVELOPMENT CODE.

A 5' CONCRETE SIDEWALK SHALL BE PROVIDED ALONG S.R. 46

PHASING
DEVELOPMENT WILL BE CONSTRUCTED IN ONE PHASE

ACREAGE DATA

LOTS	29.06 ACRES	74.5%	
ROADWAY	2.00 ACRES	5.1%	
WETLAND1/FLOODPLANE	2.91 ACRES	7.4%	
RETENTION	1.74 ACRES	5.7%	OPEN SPACE
BORROW PIT	3.57 ACRES	9.2%	OPEN SPACE
TOTAL:	38.98 ACRES	100%	
PERIMETER BUFFER	5.85 ACRES	15%	OPEN SPACE
50' WILDLIFE CORR./ FLOODPLANE	1.85 ACRES	4.7%	
NET DENSITY:	32.47 ACRES		.96 DU/AC

SCHOOL IMPACT: PER SEMINOLE COUNTY SCHOOLS
SCHOOLS: =31 UNITS x .3.25 PERSONS/UNITS = 101
X20% = 20.2 SCHOOL AGE CHILDREN

UTILITY DEMAND:
WATER DEMAND ESTIMATE: 31 UNITS X 350 GPD = 10,850 GPD

SEWER DEMAND ESTIMATE: 31 UNIT X 300 GPD = 9,300 GPD
SOLID WASTE: 4LBS/PERSON/DAY x 3.25 PEOPLE x31 UNITS
=403 LBS/DAY

CENTRAL WATER AND SANITARY SEWER TO BE PROVIDED BY SEMINOLE COUNTY.

DESIGN SHALL COMPLY WITH ALL SEMINOLE COUNTY LAND DEVELOPMENT CODE REQUIREMENTS. THE DEVELOPER SHALL FUND THE COST OF EXTENDING WATER LINES TO SERVE THE PROPOSED DEVELOPMENT.

TRAFFIC IMPACT: REF: TRIP GENERATION 7TH. EDITION
TOTAL RESIDENTIAL UNITS: 31
TRIP GENERATION RATE: PER CATEGORY #210 SINGLE FAMILY DETACHED HOUSING
=9.57 ADT / UNIT
1.02 TRIPS / UNIT FOR PEAK HOURS
ANTICIPATED ADT: 297 TOTAL TRIPS
PM PEAK: 32 PEAK TRIPS
ANTICIPATED TRAFFIC DISTRIBUTION: 80% WEST TO I-4.
20% EAST TO LAKE COUNTY.

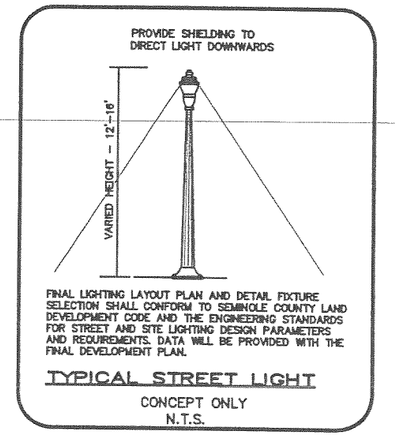
IMPACT ANALYSIS BASED ON 31 D.U. MAXIMUM.

FLOOD MAP:
THE SUBJECT SITE IS WITHIN FEMA FLOOD ZONE "X" & "A"
PANEL 10 OF 280
FEMA MAP 12117C0210 E
EFFECTIVE DATE: APRIL 17, 1995

SOILS DATA: (27)
20 - TAVARES-MILLHOPPER FINE SAND 0-5% SLOPES
2 - ADAMSVILLE-SPARR FINE SANDS
31 - MYAKKA & EAUGALLIE FINE SANDS
27 - POMELLOS FINE SAND 0-5% SLOPES

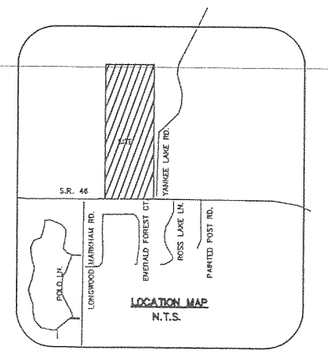
OWNER
ALAQUA INV., INC.
195 INTERNATIONAL PKWY
HEATHROW, FL 32746
407-804-9980

ENGINEER
HARLING LOCKLIN & ASSOCIATES, INC.
850 COURTLAND STREET
ORLANDO, FLORIDA 32804
407-629-1061 407-629-2855 fax
hharlinglocklin@harlinglocklin.com



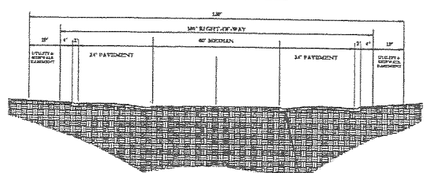
FINAL LIGHTING LAYOUT PLAN AND DETAIL FIXTURE SELECTION SHALL CONFORM TO SEMINOLE COUNTY LAND DEVELOPMENT CODE AND THE ENGINEERING STANDARDS FOR STREET AND SITE LIGHTING DESIGN PARAMETERS AND REQUIREMENTS. DATA WILL BE PROVIDED WITH THE FINAL DEVELOPMENT PLAN.

TYPICAL STREET LIGHT
CONCEPT ONLY
N.T.S.

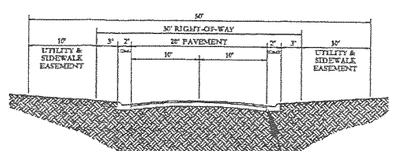


LOCATION MAP
N.T.S.

ENTRANCE



SECTION B-B
1"=20'
MIAMI CURB



SECTION A-A
1"=10'
MIAMI CURB

Rev. by:	
Revisions	REVISED PER COUNTY COMMENTS DATED 1/18/07
Date	1/19/07
No.	1

HARLING LOCKLIN & ASSOCIATES, INC
Consulting Engineers • Planners
850 Courtland Street Orlando, Florida 32804
Phone: 407-629-1061
Fax: 407-629-2855
E-mail: hharling@harlinglocklin.com
E.B. # 2910

REZONING
Planned Unit Development

DEER LAKES

Seminole County, Florida

Drawn by: JFO	
Designed by: JFO	
Filename: 061805P	
xref's:	

Engineer:	Hugh W. Harling, Jr., P.E. Reg. No.11629
Job Number:	06'18
Scale:	1" = 100'
Date:	September 2006

Sheet 1 of 1

P:\06\06'18 - Deer Lakes\Planning\Drawings\06'18 REZONE(18-24).dwg - Administrator January 29, 2007 - 1:17pm

SITE DATA

1.	PARCEL ID:	22-19-29-300-0054-0000
2.	SECTION, TOWNSHIP, RANGE:	S 22, T 19S, R 29E
3.	CURRENT ZONING:	A-1, AGRICULTURE
4.	SITE AREA:	34.476± ACRES
5.	TOTAL NUMBER OF UNITS:	15
6.	PROPOSED DEVELOPMENT:	SINGLE FAMILY RESIDENTIAL
7.	RESIDENTIAL DENSITY:	0.72 DU/NET ACRE
8.	MINIMUM LOT SIZE:	1ACRE (43,560 S.F.)
9.	MINIMUM LOT WIDTH:	150'
10.	MAXIMUM ALLOWABLE BUILDING HEIGHT:	35'
11.	SETBACKS:	
	FRONT	50'
	SIDE	10'
	SIDE	10'
	REAR	30'

12. ACCORDING TO FLOOD INSURANCE RATE MAP 12117C0010 E, DATED APRIL 17, 1995, OF SEMINOLE COUNTY THE SITE IS LOCATED IN ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAIN AND ZONE 'A', AREAS WITHIN THE 100-YEAR FLOOD HAZARD AREA, IN ACCORDANCE WITH THE FLOOD STUDY PERFORMED BY FLORIDA ENGINEERING GROUP, INC. THE 100-YEAR FLOOD ELEVATION WITHIN ZONE 'A' WAS ESTABLISHED AT EL. 44.57'.
13. TOPOGRAPHY PROVIDED BY: ENGINEERING & DESIGN GROUP, INC.
14. ONSITE ROADWAY IS TO BE OWNED AND MAINTAINED BY SEMINOLE COUNTY.
15. RETENTION POND IS TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION WITH A DRAINAGE EASEMENT DEDICATED TO SEMINOLE COUNTY.
16. A 10' UTILITY EASEMENT IS TO BE PROVIDED ALONG PROPOSED ROAD ROW.
17. ADT = 15 UNITS x 10 TRIPS PER DAY = 150 TRIPS PER DAY.
18. ALL PROPOSED WALLS AND FENCES WILL BE OWNED AND MAINTAINED BY THE HOA.
19. 5' UTILITY EASEMENTS ARE TO BE PROVIDED ALONG SIDE LOT LINES.
20. 4' INTERIOR SIDEWALKS TO BE CONSTRUCTED BY BUILDER(S).
21. TWO (2) MIN 2" CALIPER CANOPY TREES MEETING SEMINOLE COUNTY LANDSCAPE REQUIREMENTS SHALL BE PLANTED ON EACH LOT. AS PART OF THE HOUSE CONSTRUCTION ON EACH LOT.
22. THE PROJECT AREA WITHIN THE 100-YEAR FLOODPLAIN IS 7.36 ACRES. THE AREAS OF WETLAND #1 AND WETLAND #2 ARE 3.69 ACRES AND 3.38 ACRES RESPECTIVELY. ROAD R.O.W DEDICATION IS 2.64 ACRES.
23. FIFTY PERCENT (50%) OF THE TREES LOCATED WITHIN THE DEVELOPABLE AREA OF THE SITE WILL BE PRESERVED.
24. ~~SANITARY SEWER FOR THE PROJECT WOULD BE PROVIDED BY ON-SITE INDIVIDUAL SEPTIC SYSTEMS.~~
25. FUTURE LAND USE: SE, SUBURBAN ESTATES

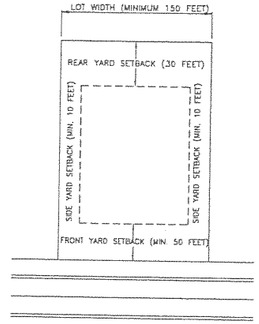
TRACT NO.	TRACT SIZE (ACRES)	PROPOSED USE	MAINTENANCE ENTITY
A	0.33	R.O.W. DEDICATION	SEMINOLE COUNTY
B*	7.36	CONSERVATION -FLOODPLAIN	H.O.A.
C	1.69	POND	H.O.A.
D*	3.69	CONSERVATION- WETLAND	H.O.A.
E	2.64	ROADWAY	SEMINOLE COUNTY

*A CONSERVATION EASEMENT WILL BE DEDICATED TO SEMINOLE COUNTY AND SJRWMD OVER TRACTS "B" AND "D" AND ANY UNDISTURBED UPLAND BUFFERS THAT ARE NOT PART OF THE TRACTS.

LEGAL DESCRIPTION:

BEGING AT THE SOUTH 1/2 MILE POST OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, THENCE RUN WEST 660 FEET, THENCE RUN NORTH 2640 FEET, THENCE RUN EAST 660 FEET, THENCE RUN SOUTH 2640 FEET TO THE POINT OF BEGINNING, LESS THE SOUTH 10 CHAINS OF THE WEST 5 CHAINS THEREOF, ALSO LESS ROAD RIGHT-OF-WAY ON SOUTH.

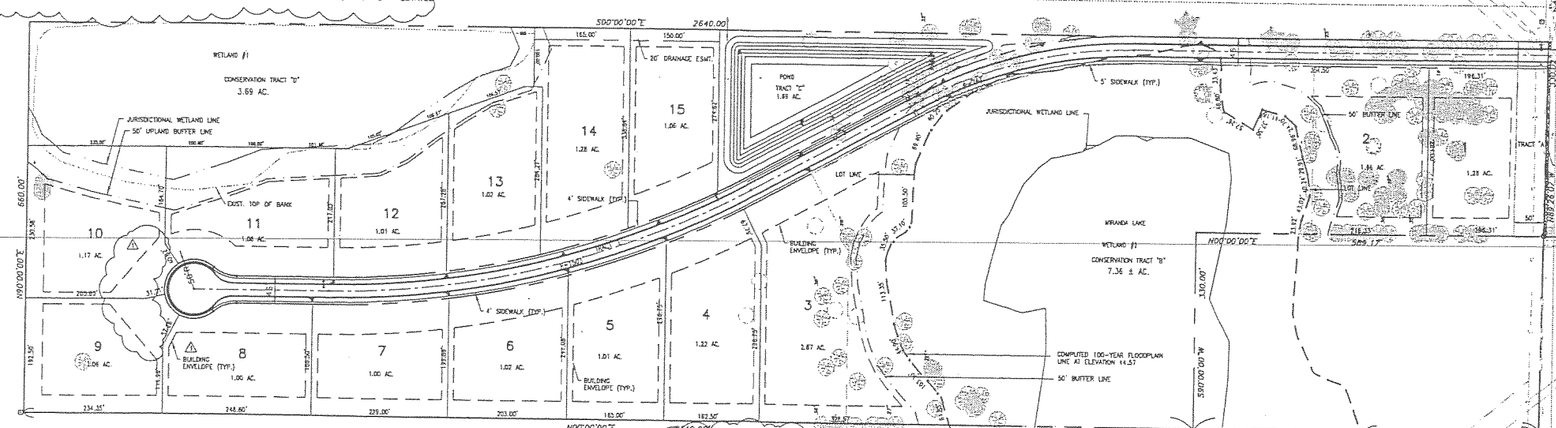
CONTAINING THEREIN 34.476 ACRES.

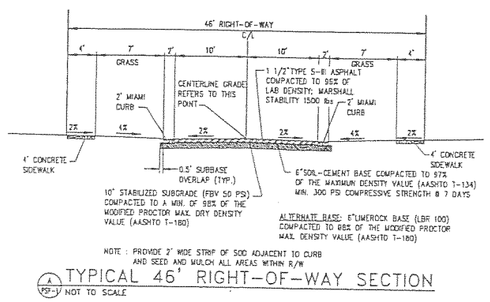


TYPICAL LOT STANDARDS

NOT TO SCALE

LEGEND:
———— PROPOSED LOT LINE
– – – – BUILDING SETBACK LINE





NOTE : PROVIDE 2' WIDE STRIP OF SOD ADJACENT TO CURB AND SEED AND MULCH ALL AREAS WITHIN R/W

TYPICAL 46' RIGHT-OF-WAY SECTION

NOT TO SCALE

LOT NO.	GROSS AREA (ACRES)	NET AREA (ACRES)
1	1.28	1.28
2	1.66	1.66
3	2.67	2.67
4	1.22	1.22
5	1.01	1.01
6	1.02	1.02
7	1.00	1.00
8	1.00	1.00
9	1.06	1.06
10	1.40	1.17
11	1.36	1.08
12	1.05	1.01
13	1.02	1.02
14	1.28	1.28
15	1.06	1.06

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

DATE	REVISIONS	BY	CHECKED
07/22/06	⚠ REVISED PER SEMINOLE COUNTY COMMENTS DATED: 07/15/06	RCR	JAA

WEKIVA POINT RESERVE SUBDIVISION, SR 46 W SEMINOLE COUNTY, FLORIDA

FLORIDA ENGINEERING GROUP, INC.
CIVIL • ENVIRONMENTAL • LAND DEVELOPMENT
718 GARDEN PLAZA, ORLANDO, FLORIDA 32803
TEL 407-896-0324 FAX 407-896-0325
E-MAIL: in/fe@fe-inc.us
WEB PAGE: www.feg-inc.us

PRELIMINARY SUBDIVISION PLAN

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
RCR	RCR	JAA	JAA

PROJECT NO. 2004-112
SCALE 1"=100'
DATE 12/14/05
SHEET NO. C-3
SHEET 3 OF 4

FLORIDA ENGINEERING GROUP, INC. CERTIFICATE No. EB-0001281

JEAN ABI-AOUN, P.E. LICENSE NO. 46126

FILE NAME

FILE # Z2006-079 **DEVELOPMENT ORDER # 06-20500013**

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On April 10, 2007, 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: Alaqua Investments, Inc.
195 International Pkwy.
Heathrow, FL 32746

Project Name: Deer Lakes PUD

Requested Development Approval:

Rezone from A-1 (Agriculture) to PUD (Planned Unit Development)

The Board of County Commissioners has determined that the request for a rezone from A-1 (Agriculture) to PUD (Planned Unit Development) is not consistent with the following provisions of the Vision 2020 Comprehensive Plan and the Seminole County Land Development Code:

1. Policy FLU 15.3 Wekiva Study Area Cluster Development Standards
2. Policy FLU 1.5 Cluster Development
3. Objective FLU 14 Preservation of the Rural Character and Natural Resources of the Wekiva River Protection Area
4. SCLDC Chapter 30 Part 58 Wekiva River Protection-Seminole Estates Overlay Zoning

After fully considering staff analysis titled “Deer Lakes PUD Rezone from A-1 (Agriculture) to PUD (Planned Unit Development” and all evidence submitted at the public hearing on March 27, 2007 regarding this matter, the Board of County Commissioners have found, determined and concluded that the requested development approval should be denied.

FILE # Z2006-079 **DEVELOPMENT ORDER # 06-20500013**

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is **DENIED**.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Carlton D. Henley, Chairman

FILE # Z2006-079 **DEVELOPMENT ORDER # 06-20500013**

EXHIBIT A

Parcel ID:
22-19-29-300-0040-0000
22-19-29-300-005A-0000

Beginning at the South ½ mile post of Section 22, Township 19 South, Range 29 East, Seminole County, Florida, Thence run West 660 feet, Thence Run North 2640 feet, thence run East 660 feet, thence run South 2640 feet to the Point of Beginning, less the road right-of-way on South.

Containing therein 38.98 Acres, more or less.

MINUTES FOR THE REGULAR MEETING
OF THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
WEDNESDAY, FEBRUARY 7, 2007
7:00 P.M.

Members Present: Matt Brown, Jason Brodeur, Walt Eismann, Kim Day, and Dudley Bates

Member absent: Rob Wolf

Also present: April Boswell, Planning Manager; Tina Williamson, Assistant Planning Manager; Austin Watkins, Planner; Tony Walter, Principal Planner; Kathleen Furey-Tran, Assistant County Attorney; and Candace Lindlaw-Hudson, Clerk to the Commission.

E. Deer Lakes PUD Rezone; **Hugh Harling, applicant;** 38.98± acres; Rezone from A-1 (Agriculture) to PUD (Planned Unit Development); located on the north side of SR 46, between Yankee Lake Road and Longwood Markham Road. (Z2006-79)

Commissioner Carey – District 5
Tina Williamson, Assistant Planning Manager

Ms. Williamson stated that in May of 2006, the rear 34.47± acres of the subject property received Preliminary Subdivision Plan (PSP) approval for 15 lots, with a density of 0.72 dwelling units per net buildable acre. The current application includes an additional 4.51± acres fronting SR 46 and proposes a total of 31 lots with a maximum density of 1 dwelling unit per net buildable acre.

This property is located within the Wekiva River Protection Area and the Wekiva Study Area as depicted in the Seminole County Comprehensive Plan. SCLDC Chapter 30 Part 58: Wekiva River Protection-Seminole Estates Overlay Zoning states that on property having the Suburban Estates land use designation, the use of Planned Unit Development ("PUD") zoning may only be permitted if the Planning Manager and the Natural Resources Officer verify that a greater protection of wetlands, rare upland habitat, greenways, or wildlife corridors can be achieved by clustering.

Staff's findings indicate that the proposed Preliminary Master Plan is not consistent with the Comprehensive Plan and the Seminole County Land Development Code standards for clustering in the following areas:

The definition of cluster development in the Comprehensive Plan is a residential development in which lot sizes are reduced, while the overall density is not increased, thereby creating common open space areas, which are permanently restricted from development through recorded binding legal instruments.

Staff finds that the proposed Preliminary Master Plan does not meet the definition or intent of a cluster development. Although, the net density remains at no more than 1 unit per net buildable acre, the rear 34.47± acres of the property have approximately the same configuration of 1-acre and larger lots as the 15-lot PSP that was approved in May of 2006 under the regular A-1 development standards. The reduced lot sizes are predominantly on the additional 4.51± acres that were added as a part of this new application and there are no additional open space areas preserved. Staff finds that the proposed Preliminary Master Plan does not provide reduced lot sizes or create additional open space areas and, therefore, does not meet the definition of a Cluster Development per the Comprehensive Plan.

Staff also finds that the proposed Preliminary Master Plan does not provide a greater protection of wetlands than the PSP approved under regular A-1 zoning because it provides a smaller buffer than the approved PSP and the buffer is proposed in an easement across lots instead of a separate tract, which increases the likelihood that they will be disturbed.

SCLDC Chapter 30 Part 58: Wekiva River Protection-Seminole Estates Overlay Zoning does not allow the use of PUD zoning unless the greater protection threshold is met.

Policy FLU 1.5: Cluster Development states that the County shall provide for clustering within PUDs to preserve conservation areas, other open space and aquifer recharge areas, allow for creative design, provide for open space, promote the efficient use of infrastructure, provide sites for schools, and promote affordable housing.

The proposed Preliminary Master Plan does not promote the efficient use of infrastructure because the roadway and utilities will have to be extended to the far end of the property, due to the layout and size of the 1-acre lots. It also does not allow a significant amount of contiguous open space to be preserved.

In conclusion, Staff's finding is that to meet the definition of cluster development in the Comprehensive Plan and to provide a greater protection of the wetlands as required by the Land Development Code, the following standards must be met:

1. PUD zoning cannot be used to achieve a greater lot yield by maximizing the site with lots for the purpose of gaining additional lots less than 1-acre in

size.
2. All lots should be reduced in size and clustered in one area of the property to reduce the infrastructure requirements and allow a significant contiguous area of open space to be preserved in a separate tract.
3. The site should also be designed so that a buffer above and beyond the required 25' minimum, 50' average undisturbed upland buffer adjacent to all wetlands and floodplains is provided and the buffer should utilize a separate tract instead of an easement.

Because the application does not meet the requirements of the Comprehensive Plan and the Land Development Code, staff recommends denial.

Hugh Harling spoke on behalf of the property owners. He showed a picture of a conceptual representation of the entrance feature going in from SR 46. He stated that there are unique things here. The entrance to the Yankee Lake Sewage Treatment facility is located immediately adjacent to the entrance to this proposed site. There are large trucks entering to go into the sewage treatment plant. The front of the property has some trees, while the rear of the property is a borrow pit and open pasture. Mr. Harling stated that the large, historic trees on the site will be preserved by moving the interior road. The front lake is a peat bog with a lot of debris in it. The front area will be cleaned up. There will be a wildlife corridor around the peat bog with the wetlands preserved.

Mr. Harling stated that he visited the site about a month ago. He saw 16 wild turkeys coming across the site from the west to go to the borrow pit for water. Mr. Harling said that with one acre lots, the turkeys and other wildlife will have adequate movement through private open space. In the front the animals can move around on the wildlife corridor around the lake.

The Wekiva Protection Act requires that no pollutants be released into the river. Two additional inches of water will be required to be treated before being released due to the levels of phosphorus in the river.

Mr. Harling presented a second site plan based on staff recommendations which presented smaller lots and more open space toward the rear of the site. There is a sewer treatment plant immediately next door to this proposed subdivision. He pointed out that larger lots provide for better movement of nature.

Commissioner Day asked if fences would be allowed in the subdivision.

Mr. Harling said that fences would be allowed around pools and areas where required for safety. Fencing of lots would not be allowed.

Commissioner Day stated that Lots 7, 8, and 9 could be moved to the back, eliminating the cul de sac.

Mr. Harling said that he is trying to obtain the triangular one acre parcel near the front of this project. If it is successfully obtained, it will be the site of a cul de sac. Commissioner Day is correct. Those 4 lots have the heaviest concentration of trees. Having the extra land would allow the moving of the lots to an area not as heavily treed.
Commissioner Brown read into the record a public comment form asking for denial of the project due to environmental concerns.

Commissioner Brodeur asked which plan was the already approved PSP.

Ms. Williamson said that the second plan was the one already approved.

Commissioner Brodeur said that what was being considered is really only the front portion of the plan. That is where the differences are from the previous plan.

Ms. Williamson said that the plans were very similar, with lots ranging in size from over 2.5 acres down to one acre.

Commissioner Eismann asked Ms. Williamson if staff would approve of the second plan presented for comparison. Would it fit into the Comprehensive Plan?

Ms. Williamson said that the plan would have to be evaluated. Two of the criteria used would include the use of less infrastructure and the road being shortened, along with the contiguous open space saved at the rear of the property.

April Boswell said that one difference in the plans was the open space being exclusive of the individual lots.

Commissioner Brodeur asked if it was difficult to run the infrastructure further, being across from the sewage plant.

Commissioner Brown said that the roads making more impervious ground was the consideration.

Commissioner Eismann asked whether a compromise could be worked out. The clustering in the front of the property is not very appealing.

Commissioner Day said that in a way the location of the clustering is reversed. The pasture land should be used and the front portion preserved. It is unfortunate that the road would be longer, but it makes more sense.

Chairman Brown asked about a continuance to allow the developer to realign and come into compliance.

Mr. Harling said that historically Seminole County has allowed what he is asking for.
The Comprehensive Plan and the Wekiva Protection Area have come into being. This plan protects the Wekiva Protection Area. It allows for open space in lots rather than in tracts. Wild life can move back and forth. Staff is interpreting the Code. The staff 10 years ago interpreted the Code to allow for open space on large lots in a PUD. He requested approval. He has a time frame.

Commissioner Bates said that the lots look better than clustering. The concern is for the animals having to traverse two lots and a road to get to the water. He does not think that such a configuration is good. He will vote against this.

Commissioner Brodeur asked if cramming the lots together was better. He likes the configuration. There is industrial use next door.

Chairman Brown referred to a previous case which had land located on the Wekiva and clustered with half acre lots to preserve open space. On one side of this is very desirable state land and the other side is a sewer plant. One would like to have a 10- foot easement between each lot. Once landscaping goes in corridors will be changed. There will be no managing things.

Commissioner Eismann made a motion to approve the request for the purposes of moving this item on to the County Commissioners.

Commissioner Brodeur seconded with the addition of the wildlife corridors.

The vote was 3 to 2 in favor of the motion. Commissioners Day and Bates voted "no."

Florida Department of Environmental Protection

Wekiva River Basin State Parks
1800 Wekiwa Circle
Apopka, FL 32712

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

March 26, 2007

Seminole County Commissioners
Seminole County Services Building
1101 East First Street
Sanford, FL 32771

RE: Deer Lakes PUD Rezoning

Dear Commissioners:

Because this parcel adjoins publicly owned lands managed by the Florida Department of Environmental Protection, we feel compelled to advise you of the management difficulties that are associated with the development which is currently being considered adjacent to these conservation lands.

As the attached figure depicts, the Lower Wekiva River Preserve State Park (LWRPSP) abuts the west, north and a portion of the east border of the parcel in question. These State conservation lands are very sensitive to urban impacts and we believe that our land management activities may be compromised by the proposed PUD.

Prescribed Burning

As urban development increases in the vicinity of conservation lands, prescribed burning becomes increasingly difficult to accomplish. The burn planning process and implementation is more difficult because there are more "smoke sensitive" areas that must be considered and avoided. The number of appropriate burn days is reduced due to the fact that fewer wind directions are allowable. Burn zone sizes may also be reduced to minimize the amount of smoke emitted during a given burn day and to make the fire safer to manage in the urban interface. With smaller burn zones, it takes more burn days to meet the acreage objectives and incurs a greater cost. Finally, the number of smoke complaints during and after a prescribed burn is proportional to the number of neighbors in close proximity to the burn.

Osceola County has set a precedent by defining "smoke corridors". Prior to moving into a development adjacent to conservation lands, residents (and developers) are made fully aware of prescribed burning activities that will occur on an ongoing basis.

It is expected that this notification and education process will reduce the number of smoke complaints and issues.

Nuisance and Exotic Plants and Animals and Wildlife Impacts

Problematic species of plants and animals are closely associated with housing developments. Nuisance and exotic species of house plants escape into surrounding natural areas necessitating expensive plant eradication programs. Nuisance and exotic animal species problems are expected to increase as well. House cats are exceedingly good hunters that if allowed to roam outdoors, can seriously affect the population of birds, snakes, lizards and other small wildlife. Domestic dogs can prey on gopher tortoises, small mammals and have negative interactions with Florida black bear and other species of wildlife. The exotic Cuban tree frog (which feed on native frogs and lizards) is associated with human development and the proposed development would promote the spread of Cuban tree frogs further into the interior of the conservation area.

There are also negative impacts associated with the Florida black bear and human developments. In addition to direct conflicts with pets, unsecured garbage, pet food, bird feeders, and other unintentional targets create serious conflicts between humans and bear. These conflicts can be resolved only through the education of the public and their proactive actions to minimize these conflicts. If approved, the development should undertake education efforts to make property owners aware of this situation.

Additional Concerns

The parcel lies within the sand hill plant community which is considered globally impaired and is important as a recharge area for the Floridan aquifer.

Additionally, it appears that stormwater will likely be discharged into the LWRPSP. What assurances will be provided that stormwater will be cleansed, not only of the pollutants and nutrients, but litter, garbage and the seeds and propagules of exotic plants?

There are two wetland areas that cross property boundaries onto both properties. How will the wetlands that cross the boundary be managed? What assurances can be provided that they will not receive polluted runoff and that the appropriate hydrology will be maintained?

The best intentioned buffer zones located adjacent to residences are often incorporated into the resident's landscaping negating any positive environmental affects. What assurances can be provided that buffer zones will be maintained in a natural state?

It appears from our maps that if approved, the new housing would be visible from the hiking trails within the LWRPSP. We feel that this reduces the wilderness experience that attracts the public to our State Parks.

Because of the large public investment in these State conservation lands and the probability of impacts from higher density development adjacent to them, we do not feel that rezoning this parcel is in the best public interest. Please consider your decision carefully. I have every confidence that you will make a decision that will both protect our natural resources and protect the health and welfare of our citizens.

I thank you for your time and consideration. If you have any questions, please do not hesitate to contact my office.

Sincerely,

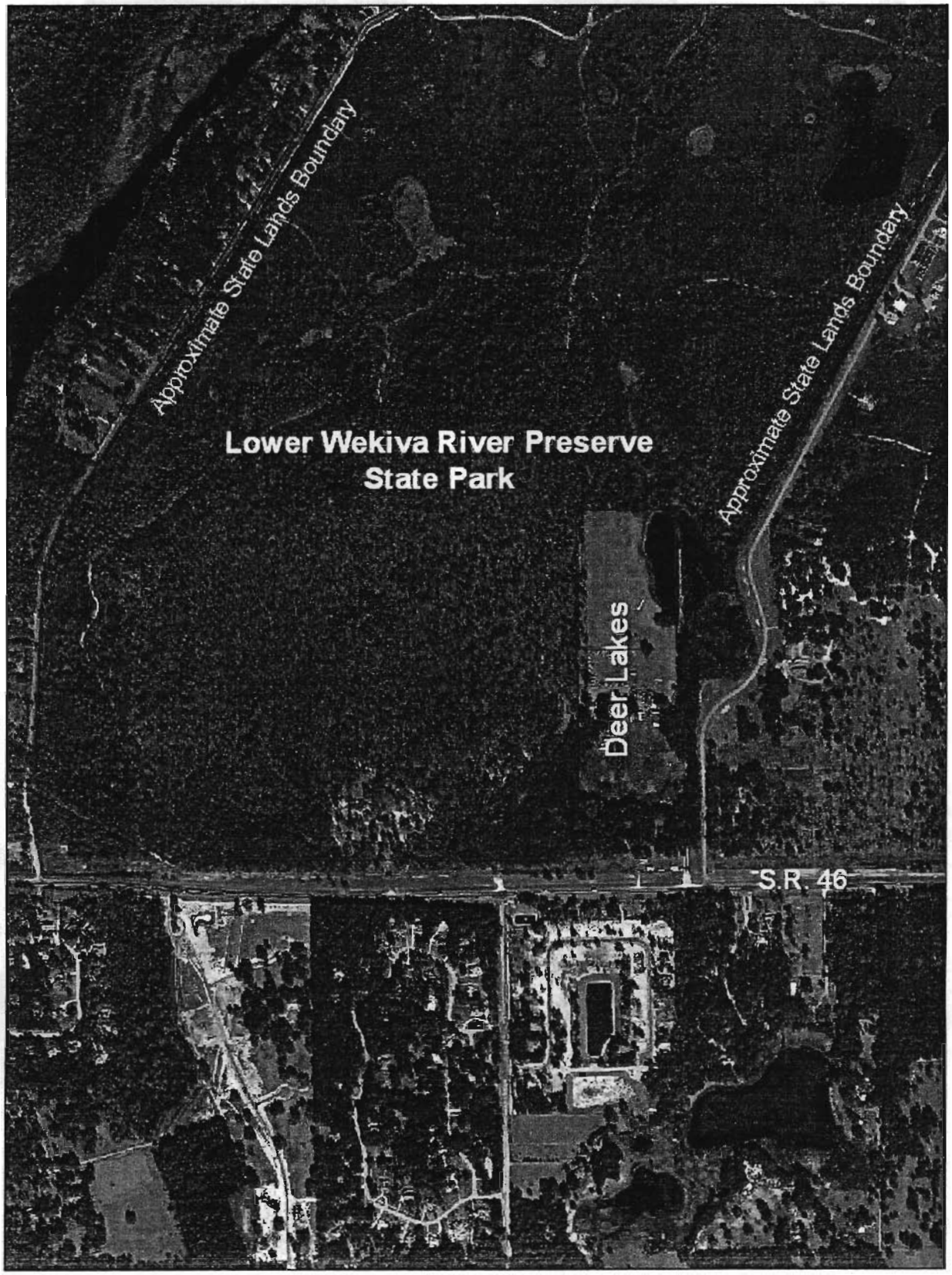
John N. Fillyaw, Park Manager
Wekiva River Basin State Parks

JNF/gw

cc: Larry Fooks, Chief
Bureau of Parks District 3

Albert Gregory, Chief
Bureau of Park Planning

Parks Small, Chief
Bureau of Natural & Cultural Resources



Lower Wekiva River Preserve State Park

N

Williamson, Tina

From: Faith Jones [puffin_fj@yahoo.com]
Sent: Tuesday, February 06, 2007 7:19 PM
To: Williamson, Tina
Subject: Seminole Audubon comments on Deer Lakes PUD Rezone Z2006-79

Tina Williamson,

Attached are comments from Seminole Audubon Society regarding the Deer Lake PUD that goes before P&Z tomorrow night. Your analysis was thorough so there was not much we could add other than to support your findings.

Faith Jones, President
Seminole Audubon Society
P.O. Box 2977
Sanford FL 32771-2977
www.seminoleaudubon.org

puffin_fj@yahoo.com
407-767-5901 ext. 13

Seminole Audubon Society
P.O. Box 2977
Sanford FL 32772-2977
www.seminoleaudubon.org
(407) 977-4389

February 6, 2007

Seminole County Land Planning Agency/ Planning & Zoning Commission
1101 East First Street
Sanford FL 32771

RE: **Deer Lakes PUD Rezone Z2006-79**

38.98± acres; Rezone from A-1 (Agriculture) to PUD (Planned Unit Development); located on the north side of SR 46, between Yankee Lake Road and Longwood Markham Road.

Dear Commissioners:

This property is within the Wekiva River Protection Area and the Wekiva Study Area. As required by the state law known as the Wekiva Parkway and Protection Act (Part III, Chapter 369, FS), this location must be given additional protection through special development standards. The protections agreed to and adopted by Seminole County are now included in the Vision 2020 Comprehensive Plan and Land Development Code.

As County Staff has clearly pointed out in their analysis, this application does not meet the provisions required by the Vision 2020 Comprehensive Plan or the Land Development Code. Seminole Audubon Society concurs with the Staff analysis, and urges you to deny this Rezoning request.

Thank you for your consideration of our comments.

Sincerely,

Faith B. Jones
President
puffin_fj@yahoo.com
407 767-5901 ext.13

Williamson, Tina

From: DRMARGGY@aol.com
Sent: Tuesday, February 06, 2007 4:03 PM
To: Williamson, Tina
Subject: Deer Park, Wekiva Point

Hello Tina,
I am Margie Vicente of 206 Wekiva Park Drive and I would like to voice that I oppose the proposed development labeled Deer Park as it does not meet the PUD zoning according to conditions stated in the Land Development Codes . It does not protect natural resources and thus impacts wetlands adversely. I n addition it is not in keeping with the rural character of the area.
I am not able to attend the meeting but hope this letter serves as my opinion in the matter.
Sincerely,
Margie Vicente
407 920 1010

Williamson, Tina

From: Clay McKinnon [hc.mckinnon@att.net]
Sent: Monday, February 05, 2007 6:20 PM
To: Williamson, Tina
Subject: Deer Park, Wekiva Point

Tina,

Please allow me to introduce myself; I am a property owner at 336 Wekiva Park Drive and a long time resident...

After looking over the public record it would certainly seem as you and the rest of the staff have done your home work and are correct in the denial of "PUD" for the property we have always known as "Wilbur's Farm".

http://www.seminolecountyfl.gov/pd/pzagenda/20070207/2-7%20E%20deer%20lakes%20rpt.pdf

Deer Lakes PUD Rezone; **Hugh Harling, applicant;** 38.98± acres; Rezone from A-1 (Agriculture) to PUD (Planned Unit Development); located on the north side of SR 46, between Yankee Lake Road and Longwood Markham Road. (Z2006-79)

http://simon03.scpafl.org/website/scpa/viewer.htm?PARCEL=22192930000100000

This use does not fit the overall plan of protection and zoning as it is written at this time.

I am unable to attend the public meeting on Wednesday and wanted to voice my opinion in support of you and your staff.

Again, thank you for your vigilance and service to the public.

Best Regards,
Clay McKinnon
336 Wekiva Park Drive
Sanford FL 32771
407 322 8937 home
407 474 4086 cell
407 302 1832 fax
hc.mckinnon@att.net

Williamson, Tina

From: Hudson, Candace
Sent: Monday, February 05, 2007 11:54 AM
To: Williamson, Tina
Subject: FW: Opposition to Deer Lakes PUD Rezone

From: Rory [mailto:OtterPlayMore@cfl.rr.com]
Sent: Monday, February 05, 2007 11:37 AM
To: Hudson, Candace
Cc: Lockhart, Amy; Venn, Gretchen; kschue@tnc.org; Jexum@Glatting.com; NPLA@aol.com
Subject: Opposition to Deer Lakes PUD Rezone

Ms. Candy Hudson –

Please put me on the record as a Seminole County citizen in agreement with the staff recommended denial of the requested 'Deer Lakes PUD Rezone, Hugh Harling, applicant'. This is Public Hearing Item E on the February 7th planning and zoning agenda.

This land is in the Wekiva Protection area. Any development must be required to adhere to the existing standards. These standards were developed to protect the Wekiva basin and should be well known to those in the business of developing land there.

Sincerely,
Rory Trumbore
550 Brookside Circle
Maitland, Florida

Williamson, Tina

From: Grace Chewning [gracec@cuisp.com]
Sent: Wednesday, February 07, 2007 4:25 PM
To: Williamson, Tina
Cc: Leu Freycinet; Mary Brabham; Meyer, Wendy; Gibbs, Denny; Lockhart, Amy; Carey, Brenda
Subject: Deer Lakes PUD application

Please register my objection to the rezoning application by Deer Lakes from A-1 to PUD and my support of the Staff analysis/recommendation for denial.

My husband and I purchased our property comprising almost 4 acres at 214 Wekiva Park Drive in 1971 and have been vigilant defenders of the Wekiva River Protection Area restrictions along with ancillary development regulations in an continuing battle to maintain the integrity of this area as a vital water recharge and source.

Since Seminole Community Church, the previous owner of the 34+ acres at subject site was unable to pursue a much more limited development for Church purposes based on existing criteria, the current applicant would have had full advance knowledge of what is involved with inherent limitations on usage of the property through not only the WRPA, but the Suburban Estates Future Land Use Designation, the Wekiva Study Area, definitive requirements of the Vision 2020 Comprehensive Plan and the Seminole County Land Development Code.

Grace A. Chewning (Mrs. Robert J.)
407-322-8634
gracec@cuisp.com

Williamson, Tina

From: Venn, Gretchen
Sent: Tuesday, March 27, 2007 12:59 PM
To: Williamson, Tina
Subject: FW: Proposed Wekiva Development

From: Leslie Sickler [mailto:lbsickler8@earthlink.net]
Sent: Monday, March 26, 2007 7:51 AM
To: Merkt, Diane; MacDonald, Fran; Eswine, Dianne; Venn, Gretchen; Lockhart, Amy
Subject: Proposed Wekiva Development

Dear Commissioners,
This email is to BEG of you not to consider further development of the Wekiva River PROTECTION AREA in your meeting tomorrow.

I am a proud resident of Seminole County and a native Floridian. My husband was born and raised here and I settled here because of the natural feel of the area, after growing up in rural North Brevard County. However, these days, we are losing the natural feel of the area to overcrowding development. I am quickly becoming a "not so proud" resident of Seminole County. I beg my husband to move practically daily because of the lack of concern for the beauty and environmental treasures our county holds.

Just this weekend I drove back to Brevard County to visit family. The drive is absolutely saddening. The development in this area is mind-boggling. To drive through Winter Springs and Oviedo is heart-wrenching. I'm curious when the cookie cutter homes will back right up to the horse farms? How many years...oh, months will that take? How many of you care????????????? That is truly the question.

The people of Seminole County do NOT like what is happening here! I am curious when you will change the signs from Seminole County..Naturally. And what will you change them to? Seminole County, large tax base? Seminole County, if you're a developer, you're welcomed here! Hey, I have an idea...you can just use the little tacky signs the home builders put on every street corner in our county to advertise Seminole County. There's enough of them! They put hundreds out every weekend, just to add to the Natural beauty of the area. Maybe you could make some up with WELCOME above their names. That TRULY is what our county looks like....very little "natural" left.

I am curious to know what you would allow to happen here if you were native Floridians. From what I can tell, only one of you is and she has a history with construction and development. That does not bode well for the future of this area. I wonder if we were sitting in your home states, what you would allow to happen? Yes, yes, yes, you have lived here so many years and have been voted for public office here, but it's not your home state! IT'S MINE AND YOU ARE ALLOWING IT TO BE RUINED! AND I AM MAD.

Please, please please do not allow development in a protected area. It is protected for a reason.....that reason is my children and their children and their children. They don't give a rat's you know what about town centers! They want a beautiful river to kayak down, they want river otters, they want egrets, they want herons. Not only do they want these, they need them.

Thank you,
Leslie Sickler

Williamson, Tina

From: Venn, Gretchen
Sent: Tuesday, March 27, 2007 12:58 PM
To: Williamson, Tina
Subject: FW: VETO WEKIVA RIVER PROJECT

From: Zugunrube@aol.com [mailto:Zugunrube@aol.com]
Sent: Monday, March 26, 2007 8:26 AM
To: Venn, Gretchen
Subject: VETO WEKIVA RIVER PROJECT

VETO DEVELOPMENT OF WEKIVA RIVER BASIN PROTECTED AREA.

I am a resident of Seminole County, and a Registered Voter.

I would strongly encourage each of you to veto development of the protected area of the Wekiva River Basin. I am absolutely aghast that this is even considered a viable option, not to mention furious as to whoever thought this was a good idea. Our children's children, and our children's children's children will never ever get to see 'real' Florida if this type development continues.

I will mostly certainly make a note of who has voted in favor of this ecologically unsound idea. This scenic area, full of wildlife, must be protected at all costs.

Danna Sickler
Sanford, Florida

AOL now offers free email to everyone. Find out more about what's free from AOL at **AOL.com**.

Williamson, Tina

From: Venn, Gretchen
Sent: Tuesday, March 27, 2007 12:57 PM
To: Williamson, Tina
Subject: FW: Harling increase of proposed development Wekiva river

---

From: Lockhart, Amy
Sent: Monday, March 26, 2007 4:45 PM
To: BCC Aides
Subject: FW: Harling increase of proposed development Wekiva river

FYI

Amy Lockhart, Executive Assistant
Commissioner Brenda Carey, District 5
Seminole County Government
1101 East First Street
Sanford, FL 32771
Phone: 407-665-7209
Fax: 407-665-7958

From: Jack Hiatt [mailto:jrhiatt@alum.mit.edu]
Sent: Monday, March 26, 2007 4:35 PM
To: Lockhart, Amy
Subject: Harling increase of proposed development Wekiva river

Dear Ms. Carey,

We have not have the pleasure to meet you; but did vote for you in the past. We live in Buckingham Estates and know good friends of yours.

We could like to strongly urge you and the commission NOT to approve the proposal to build 31 homes on 39 acres in the Wekiva River Protection Area by Hugh Harling. As you know, the P/Z staff recommended denial for increasing the homes...a huge jump from the original approved 15.. However, the Board approved the project.

As commissioners, you must provide for a slowed , sustainable growth; As residents of this county we are most concerned that politics may be a force in the approval of the increase of homes, not technical data. Let's not let developers' greed cause us environmental problems down the road.

Thank you for your time and efforts. Patricia and Jack Hiatt

Williamson, Tina

From: Venn, Gretchen
Sent: Tuesday, March 27, 2007 12:55 PM
To: Williamson, Tina
Subject: FW:

From: Baumann, Kelly [mailto:Kelly.Baumann@T-Mobile.com]
Sent: Monday, March 26, 2007 7:22 PM
To: Venn, Gretchen
Subject:

Help! Please do not take away the entire concept of "Seminole County....Naturally" by allowing developers into our protected area of the Wekiva River Basin. It would be such a travesty to see an area that I have lived in my entire life become a sewer of cookie-cutter houses and pollution. I understand that a certain amount of growth is to be expected, but not at the cost of the very thing that makes Seminole County unique. Please vote "no" tomorrow.

Thank you,

Kelly Baumann

Life-long Florida resident

Williamson, Tina

From: Venn, Gretchen
Sent: Tuesday, March 27, 2007 12:55 PM
To: Williamson, Tina
Subject: FW: Deer Lakes PUD

From: Keith Schue [mailto:kschue@tnc.org]
Sent: Tuesday, March 27, 2007 1:52 AM
To: Carey, Brenda; Dallari, Bob; McLean, Michael; Van Der Weide, Dick; Henley, Carlton
Subject: Deer Lakes PUD

Dear Seminole County Commissioners,

The Nature Conservancy has reviewed the Deer Lakes rezoning application (Z2006-79) , affecting approximately 39 acres within the Wekiva River Protection Area. We concur with Seminole County staff's professional assessment of the proposed rezoning.

This is a very unique piece of property that borders Lower Wekiva River Preserve State Park on three sides. As indicated by county staff, pursuant to Chapter 30-Part 58 of the Seminole County Land Development Code, PUD zoning has not been implemented appropriately to achieve a greater environmental benefit through clustering. We suggest that an effective use of clustering would have located all lots within the southern portion of the site, thereby providing for substantial common open space dedicated to conservation within the northern part of the property that is surrounded by public lands, and thereby reducing the total amount of internal roadway infrastructure. In the absence of this, according to Seminole County requirements, PUD zoning should not apply and no more than approximately 18 homes could be constructed (15 lots consistent with the previously approved site plan plus approximately three lots on the four additional acres which have been added to the site.)

Seminole County has been a strong supporter of recent legislation protective of the Wekiva Basin. Consistent with that ongoing commitment to safeguard this significant natural resource, we encourage the Board of County Commissioners to uphold the recommendations of county staff and deny this rezoning request. Thank you.

Keith Schue
Ocala-Wekiva Conservation Project Coordinator

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nature.org

The Nature Conservancy
Florida Chapter Office
222 So. Westmonte Dr., Ste. 300
Altamonte Springs, FL 32714



Williamson, Tina

From: Venn, Gretchen
Sent: Tuesday, March 27, 2007 12:54 PM
To: Williamson, Tina
Subject: FW: Idem 37 on agenda 3/27/07

From: Stacey Schultz [mailto:StaceyS@CertifiedSlings.com]
Sent: Tuesday, March 27, 2007 12:20 PM
To: Venn, Gretchen
Subject: Idem 37 on agenda 3/27/07

I would just like to say that I am apposed of the rezoning of the property located on Longwood Markham Road & Yankee Road for development of residential homes. Florida has far to many homes on the market now that we do not need to approve more natural Florida property to be destroyed and wild life pushed out. This area is also Wekiva study area, as someone that has lived in this area for so many years you have seen the changes here some for the better some for the worst. We need to fight for what little nature is left in the Longwood area our children will know nothing of Florida's beauty if we keep approving rezoning to destroy it. There are over 22k homes for sale in the Orlando area we don't need more, we need to leave this property protected. I have not had time to do all the studying on this project but I sure that there are many reasons not to rezone this area but I was not aware of this until today. So please remember what you kids where lucky enough to grow up seeing in Florida and I would hope that you would like your grandchildren to enjoy the same nature beauty that Florida has to offer with out those who are only looking to pad their pockets by destroying it.

STACEY SCHULTZ
Longwood, Fl.

Item #

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Legislative Update

DEPARTMENT: County Attorney's Office

AUTHORIZED BY: Cindy Coto **CONTACT:** Susan Dietrich **EXT.** 5736
Lisa Spriggs **EXT.** 7172

Agenda Date 4/10/07 **Regular** ☐ **Consent** ☐ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Staff update on legislative activities

BACKGROUND:

Staff written report to follow with current update on legislative activities provided at meeting.