

**SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
Tuesday, April 22, 2008
COUNTY SERVICES BUILDING
BCC CHAMBERS - ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA**

Convene BCC Meeting at 9:30 AM

Opening Ceremonies

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

Awards and Presentations

1. **Presentation** - What 4-H is Doing in Our Community being presented by Frances Yarborough, Seminole County 4-H Leader
2. **Presentation** - Comprehensive Annual Financial Report (CAFR) being presented by Maryanne Morse, Clerk of the Court; Dan O'Keefe, CPA; and Dave Godwin, Finance Director

Consent Agenda

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

Administrative Services

Purchasing and Contracts

3. Approve Work Order #5 to PS-5173-04/AJR - Master Agreement for Continuing Professional Services for Environmental Services in the amount of \$111,745.01 to Reiss Environmental, Inc. of Orlando, Florida. (Ray Hooper)
4. Approve Work Order #6 to PS-5173-04/AJR - Master Agreement for Continuing Professional Services for Environmental Services in the amount of \$377,430.11 with PBS & J, Inc., Orlando, Florida. (Ray Hooper)

Community Services

Community Assistance

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

Environmental Services

Business Office

- 6 . Approve the Release of the original Water and Sewer Maintenance Bond in the amount of \$18,283.78 for the project known as Annebury. District 1 - Dallari (Bob Briggs)
- 7 . Approve the Release of the original Water and Sewer Maintenance Bond in the amount of \$8,620.00 for the project known as Deer Run Villas. District 1 - Dallari (Bob Briggs)

Fiscal Services

Administration - Fiscal Services

- 8 . Approve to partner with the University of Florida to submit a grant application to the US Department of Agriculture requesting up to \$180,000.00 through their National Integrated Water Quality Program; and authorize the Chairman to execute supporting documents. (Jennifer Bero, Barbara Hughes)
- 9 . Approve and authorize the Chairman to execute the corrective, second Modification of the Subrecipient Agreement for Annual Maintenance of Mutual Aide Radio Cache (MARC) Units, correcting the intended, effective date of the Modification. (Jennifer Bero)
- 10 . Approve and authorize the Chairman to execute a Memorandum of Agreement (MOA) with the Orange County Sheriff's Office to secure participation in the Urban Area Securities Initiative. (Jennifer Bero, Alan Harris)

Budget

- 11 . Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-51 through the 2001 Infrastructure Sales Tax Fund in the amount of \$300,000.00 in order to recognize funds received from Colonial Properties and to advance the scheduling of the County Road 46A at Colonial Parkway Intersection Improvement project. (Lin Polk)

Leisure Services

Natural Lands

- 12 . Approve an amendment to the County Administrative Code and fee resolution for Natural Lands Summer Camp to allow the Department to administer and manage the program with the established fees of \$135.00 per student. (Amy Raub)

Planning and Development

Development Review

- 13 . Authorize the release of the River Run Christian Church Right of Way Utilization Permit

- Maintenance Bond #70015748 in the amount of \$7,000.00 for the River Run Christian Church Right of Way road improvements. District 1 - Dallari (Larry Poliner)
- 14 . Authorize the release of the Sonny's Restaurant at Oviedo Marketplace Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$1,303.75 for the Sonny's Restaurant at Oviedo Marketplace road improvements. District 2 - McLean (Larry Poliner)
 - 15 . Authorize the release of the Orange Boulevard Property a/k/a Landsdowne Subdivision Private Road Maintenance Agreement and Irrevocable Letter of Credit #F846406 in the amount of \$49,575.80 for the Orange Boulevard Property a/k/a Landsdowne Subdivision for road improvements. District 5 - Carey (Larry Poliner)
 - 16 . Authorize the release of the Carriage Homes of Dunwoody Commons Private Road Maintenance Bond #929367689 in the amount of \$227,035.37 for the Carriage Homes of Dunwoody Commons road improvements. District 5 - Carey (Larry Poliner)
 - 17 . Approve and authorize the Chairman to execute the minor plat for Murphy Oil/Wal-Mart Stores East, LP for one (1) lot on 0.475 acres zoned PUD (Planned Unit Development), located on the west side of Alafaya Trail, north of West McCulloch Road, within the Hunter's Landing Commercial PUD; in Section 34, Township 21S, Range 31E. (Wal-Mart Stores East, LP). District 1 - Dallari (Tony Walter)
 - 18 . Authorize the release of Performance Bond #46BSBDY3701 in the amount of \$570,791.93 for Walden Chase. (Centex Homes) District 1 - Dallari (Cynthia Sweet)

Public Works Engineering

- 19 . Adopt a Resolution accepting a Sidewalk Easement from Florida Retail Specialists, Inc., for property needed to construct a sidewalk along a portion of West 25th Street (County Road 46A). District 5 - Carey (Jerry McCollum)
- 20 . Adopt a Resolution and authorize the Chairman to execute a County Incentive Grant Program Agreement with the Florida Department of Transportation in conjunction with the Midway Regional Stormwater Facility (IFAS). (Capital Improvement Project #00241701). District 5 - Carey (Jerry McCollum)
- 21 . Adopt a Resolution and authorize the Chairman to execute a Locally Funded Agreement Supplemental Amendment Number 1 with the Florida Department of Transportation (FDOT) for the acquisition of right-of-way for the State Road 436/Red Bug Lake Road Interchange Project from Lake Howell Road to Wilshire Boulevard; authorize issuance of a wire transfer in the amount of \$5,284,629.00 from funds in the County's 2007/2008 Fiscal Year Budget to be paid to the Florida Department of Transportation immediately upon execution of this agreement. District 1 - Dallari, District 2 - McLean , District 4 - Henley (Jerry McCollum)
- 22 . Adopt a Resolution and authorize the Chairman to execute a Locally Funded Agreement Supplemental Amendment Number 1 with the Florida Department of

Transportation for the Transportation Regional Incentive Program (TRIP) for the acquisition of Right-of-Way for the State Road 434 Project from Montgomery Road to Interstate 4. District 4 - Henley (Jerry McCollum)

- 23 . Adopt a Resolution and authorize the Chairman to execute the Transportation Regional Incentive Program (TRIP) and County Incentive Grant Program (CIGP) Agreement with the Florida Department of Transportation for the construction of additional lanes on State Road 434 from Montgomery Road to Interstate 4. District 4 - Henley (Jerry McCollum)

Traffic Engineering

- 24 . Authorize the Chairman to execute the Amendment to Seminole County-Orlando Lake Forest, Inc. Traffic Signal Maintenance Agreement. District 5 - Carey (Melonie Barrington)

•Constitutional Officers Consent Agenda (Items No. 25 - 26)

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

- 25 . Approval of Expenditure lists dated March 24 & 31, 2008; and Payroll Approval List dated March 15, 2008; and Official Minutes dated March 25, 2008; and Clerk's "Received and Filed" - for information only. (Dave Godwin)

Sheriff's Office (Don Eslinger, Sheriff)

- 26 . **Law Enforcement Trust Fund** - Approval by the Board of County Commissioners to contribute \$500.00 from the Law Enforcement Trust Fund to the Florida Department of Law Enforcement's Missing Children Clearing House Advisory Board. (Penny Fleming)

County Manager's Briefing

- 27 . Approve 2008 Validation of the Water and Sewer Capital Improvement Program (CIP); and approve staff to continue to proceed with preparation for the 2nd Bond issue; and provide direction to staff regarding the current development strategy for Phase 2 of the Regional Surface Water Treatment Facility at Yankee Lake. (John Cirello, Dennis Westrick)

County Attorney's Briefing

Constitutional Officers Briefing

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

Public Hearings

- 28 . **Appeal** - Board of Adjustment decision to 1) deny a side yard (east) setback variance from 10 feet to 5 feet for the expansion of an existing single family home, and 2) approve a side yard (west) setback variance from 10 feet to 6 feet for the expansion of an existing garage in R-1AA (Single Family Dwelling District). District 3 - Van Der Weide (Joy Williams)
- 29 . **Rezone** - From A-1 (Agriculture) to PCD (Planned Commercial Development) on approximately 1.9 acres, located 1000 feet west of the intersection of Mikler Road and SR 426. (Jack Reynolds) District 1 - Dallari (Ian Sikonia)
- 30 . **Small Scale Land Use Amendment and Rezone** - From PD (Planned Development) to PD (Planned Development) and a rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) on approximately 0.62 acres, located 300 feet south of the intersection of Sand Lake Road and Line Drive. (Jack Reynolds) District 3 - Van Der Weide (Ian Sikonia)

Legislative Update

- 31 . Update on legislative activities. (Sabrina O'Bryan)
- **Chairman's Report**
 - **District Commissioner's Report**
 - **Committee Report**
 - **County Manager's Report**
 - **County Attorney's Report**
 - **Items For Future Agenda - Commission, Staff or Citizens**

Adjourn BCC Meeting

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

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

PRESENTATION

What 4-H is Doing in Our Community

Presented by:

Frances Yarborough
Seminole County 4-H Leader

PRESENTATION

Comprehensive Annual Financial Report (CAFR) –

Presented by:

Maryanne Morse, Clerk of the Circuit Court
Dan O'Keefe, CPA
Dave Godwin, Finance Director

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Work Order #5 for PS-5173-04/AJR - Master Agreement for Continuing Professional Services for Environmental Services with Reiss Environmental, Inc. of Orlando, Florida.

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Robert Bradley

EXT: 7113

MOTION/RECOMMENDATION:

Approve Work Order #5 to PS-5173-04/AJR - Master Agreement for Continuing Professional Services for Environmental Services in the amount of \$111,745.01 to Reiss Environmental, Inc. of Orlando, Florida.

County-wide

Ray Hooper

BACKGROUND:

PS-5173-04/AJR provides continuing Professional Services for Environmental Services. Work Order #5 will provide for additional engineering modifications for the sewer and water services for Wynn Road and construction management services for Phase II of the Jamestown Sanitary Sewer project.

Funds are available in account number 066522.560650 Block Grant - Construction in progress, CIP number 8000000, Jamestown Sanitary Sewer.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Work Order #5 to PS-5173-04/AJR - Master Agreement for Continuing Professional Services for Environmental Services in the amount of \$111,745.01 to Reiss Environmental, Inc. of Orlando, Florida.

ATTACHMENTS:

1. PS-5173-04 Work Order 5 (Reiss Env.)

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Ann Colby)</p>

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

WORK ORDER

Work Order Number: 5

Master Agreement No.: PS-5173-04/AJR Dated: 7/21/2005
Contract Title: Master Agreement for Continuing Professional Services for Environmental Services
Project Title: Jamestown Subdivision Sanitary Sewer Design & Construction
Management Services, Phase II

Consultant: Reiss Environmental, Inc.
Address: 12001 Research Parkway, Suite 228
Orlando, FL 32826

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: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed within **90 days of the final acceptance of the construction project.** Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: ONE-HUNDRED ELEVEN THOUSAND SEVEN HUNDRED FORTY-FIVE AND 01/100 DOLLARS (\$111,745.01)

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

ATTEST:

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

By: _____
Brenda Carey, Chairman

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

OC #803205 ON # 20627

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.

MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR
ENVIRONMENTAL SERVICES

Scope of Services & Fee Proposal

**Task Order No. 5 – Jamestown Subdivision Sanitary Sewer Design and
Construction Management Services – PHASE 2**

February 25, 2008

Owner: Seminole County Environmental Services Department
Consultant: Reiss Environmental, Inc.
Project: Jamestown Sanitary Sewer Design and Construction – Phase 2

INTRODUCTION

Reiss Environmental, Inc. (REI) recently completed the overall engineering design of Phase 1 and Phase 2 for the Jamestown Sanitary Sewer Project. This work also included assistance with the selection of the Contractor and will include construction management oversight of Phase 1 once construction begins. Subsequently, Community Assistance staff has requested that REI provide a scope and budget work order to provide engineering modifications for the addition of sewer and water service for Wynn Road (adjacent to the Jamestown area) and also to provide construction management services for the Phase 2 service area. The intent is to have collected wastewater from residents adjacent to Wynn Road feed the existing wastewater pump station located on Aloma Woods Road. Potable water for Wynn Road residents will be obtained by connecting to the existing water main on Aloma Woods Road.

In addition, the staff has requested that REI assist by conducting title searches of properties where the existence of easements is in question. Should an easement not be in existence, REI will assist the County by interfacing with the residents and initiating the legal documentation with the corresponding resident(s) to obtain any necessary easements. Areas in question are Owls Nest Rd, the portion of South Street east of East Street, and the section of property between Wynn Road and Aloma Woods Road.

Scope

Services for the following task are described in detail in the following pages:

- 5.1 – PROJECT ADMINISTRATION**
- 5.2 – SURVEYING**
- 5.3 – ENGINEERING SERVICES FOR PERMITTING**
- 5.4 – FINAL DESIGN DOCUMENT PREPARATION**
- 5.5 – BIDDING SERVICES**
- 5.6 – CEI SERVICES**
- 5.7 – ADDITIONAL SERVICES**

I. SCOPE OF SERVICES

TASK 5.1 – PROJECT ADMINISTRATION

The following section provides the scope for PHASE 2 project administration services.

5.1.1 General Project Administration – REI will perform the following subtasks:

- 5.1.1.1** Perform general project coordination and management activities, including administrative activities for this authorization, including coordination with COUNTY's staff and other representatives, and associated key staff members.
- 5.1.1.2** Prepare and submit to the COUNTY progress reports and invoices for this assignment. Progress Reports will be prepared and submitted to the COUNTY on a monthly basis to advise and highlight the overall progress of the permitting, design, and construction administration tasks, as well as identify items completed, on-going and pending activities.

Task 5.1 Deliverables:

- ◆ Progress report(s) with monthly invoices.

TASK 5.2 – SURVEYING

5.2.1 Surveying – Surveyor will field-locate connection points and provide desktop property locations for the proposed route along Wynn Road. The survey scope of services is as follows:

- Horizontal Control to be tied to State Plane Coordinates.
- Tie survey to Seminole County published vertical data. Identify site benchmarks (2) tied to Vertical Datum.
- Provide topographical survey for proposed pipe route and lift station.
- Locate all existing utilities adjacent to Aloma Woods Road. Verify location and depth.
- Locate and determine appropriate right-of-way lines, property lines within subdivision.
- Perform necessary survey for parcels requiring a legal description for easement acquisition.

- 5.2.2 *Site Visits* - Perform one (1) initial site visit and coordinate with key design team members and COUNTY staff to facilitate obtaining the technical information necessary to support final design and associated permitting tasks.

Task 5.2 Deliverables:

- ◆ Provide AutoCAD (most recent version) file and certified drawings of topographic survey.

TASK 5.3 – ENGINEERING SERVICES FOR PERMITTING

5.3.1 *Modify existing FDEP Permit* – REI will perform the following subtasks:

- 5.3.1.1 REI will update the existing FDEP permit to include the addition of Wynn Road infrastructure and modify any changes to the existing drawings due to the Wynn Road addition.
- 5.3.1.2 REI will coordinate design reviews with appropriate COUNTY staff, incorporate all necessary comments, and re-submit the applicable permit package.
- 5.3.1.3 REI will prepare responses with COUNTY approval to Requests for Additional Information (RAIs) provided by FDEP during the permit review process (if applicable).
- 5.3.1.4 REI will provide a funding allowance for the FDEP General Permit modification.

Task 5.3 Deliverables:

- ◆ FDEP Permit Application Package & Fee.

TASK 5.4 – FINAL DESIGN DOCUMENT PREPARATION

5.4.1 *Prepare final design documents to a 60% completion level for COUNTY's Review and Comment* – REI will prepare detailed construction drawings and technical specifications for competitive bidding and construction in accordance with Seminole County's established design standards. REI will perform the following subtasks:

- 5.4.1.1 Design and prepare general notes and drawings, civil plan and profiles drawings, and detail drawing sheets to a 60% completion level.

5.4.1.2 Prepare technical specifications for any additional equipment not included in the Phase 1 specifications.

5.4.1.3 At the end of the 60% design completion level, assemble and submit contract documents to COUNTY for review comments.

5.4.1.4 One (1) review meeting will be held to discuss COUNTY's review of 60% design submittals. REI will provide meeting agendas, summaries and action items resulting from the meetings.

5.4.2 ***Prepare final design documents to a 100% completion level for COUNTY's Review and Comment*** - REI will perform the following subtasks:

5.4.2.1 Design and prepare general notes and drawings, civil plan and profiles drawings, and detail drawing sheets to a 100% completion level.

5.4.2.2 Finalize complete set of any additional Technical Specifications above those submitted for Phase 1.

5.4.2.3 At the end of the 100% design completion level, assemble and submit contract documents to COUNTY for review comments.

5.4.2.4 One (1) review meeting will be held to discuss COUNTY's review of 100% design submittals. REI will provide meeting agendas, summaries and action items resulting from the meetings.

5.4.3 ***Preliminary Opinion of Probable Cost*** -REI will prepare a preliminary opinion of probable construction cost for the revised Phase 2 service area.

Task 5.4 Deliverables:

- ◆ 60% plans (24x36 inch, 3 sets) and specifications for review
- ◆ 100% plans and specifications (3 sets) for review
- ◆ Electronic CAD files and specifications (MSWord Format)
- ◆ Construction Cost Estimate
- ◆ Complete bid package, including applicable Federal provisions and technical specifications.
- ◆ Two (2) Review Meetings (60% and 100%) and subsequent meeting minutes

TASK 5.5 – BIDDING SERVICES

The following section provides the scope for PHASE 2 bidding services. This task applies only if the County wishes to advertise and bid the Phase 2 construction contract and pursue the services of a different Contractor other than the one selected for Phase 1.

- 5.5.1 *Pre-bid Conference*** - REI will attend one pre-bid conference at a location selected by the COUNTY. REI's representative will answer contractor questions as applicable and take meeting minutes.
- 5.5.2 *Addenda*** - REI will prepare responses to contractor questions submitted to the Purchasing Division, in consultation with the Seminole County Project Manager and forward responses to Purchasing personnel.
- 5.5.3 *Bid Opening and Evaluation*** - REI will review bid packages, with staff from the Community Assistance Division and the Purchasing Division, from each bidder and contact references for the apparent low bidder. REI will summarize findings and make a recommendation for award in writing to the Seminole County Project Manager.
- 5.5.4 *Prepare Final Conformed Set of design documents for Construction*** - REI will prepare complete bound set of design documents including addenda.

Task 5.5 Deliverables:

- ◆ Attendance at Two (2) Bid Related Meetings
- ◆ Meeting Minutes for One (1) Meeting
- ◆ Phase 1 Bid Award Recommendation Letter
- ◆ Phase 1 Conformed Set of Plans and Specifications (3) Copies

TASK 5.6 – CEI SERVICES – PHASE 2

The following section provides the scope for PHASE 2 CEI services. Engineering services will include construction administration, submittal review and periodic site visits that are described below in more detail:

- 5.6.1 *Pre-construction Conference*** - REI will attend one (1) pre-construction conference, take meeting minutes and submit minutes to one representative of each company and division in attendance.
- 5.6.2 *Shop Drawing Review*** – REI shall review shop drawings and other data that the Contractor is required to submit. These shall be reviewed for general conformance with the design concept of the projects and general compliance with the information given in the Contract Documents in consultation with the Seminole County Project Manager.
- 5.6.3 *Site Visits*** – REI will perform up to three site visits per week for two (2) hours each to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents.

- 5.6.4 Progress Meetings** - REI will conduct five (5) progress meetings with contractor and owner.
- 5.6.5 Pay Request Review** – REI will review, recommend, and submit to Seminole County for payment, the monthly pay requests from the contractor.
- 5.6.6 Change Orders** - REI will review all change order requests and make recommendations to the Seminole County Project Manager for acceptance.
- 5.6.7 Construction Completion Review** - REI will make final review of construction to determine if work was completed in general conformance of the Contract Documents.
- 5.6.8 Record Drawings** - REI will receive as-built drawings from the contractor and review for accuracy. REI will submit to Seminole County within 30 working days of the final completion date, one set of final as-built drawings and an electronic file (AutoCAD) of the record drawing using information supplied by the Contractor(s), onsite representative personnel, supplier, Seminole County Project Manager, and other sources. REI is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.
- 5.6.9 FDEP Certificate of Completion** - REI will prepare FDEP certificate of completion of construction and submit to FDEP for approval.
- 5.6.10 Project Closeout** - REI will assist in negotiating the final payment for construction and submit a final letter report upon which final settlement and termination of Contract can be based.

Task 5.6 Deliverables:

- ◆ Processed Shop Drawings
- ◆ Record (as-built) Drawings (electronic format), 3 hardcopy sets
- ◆ FDEP Certificate of Completion Preparation and Submittal
- ◆ Final Project Closeout Letter

TASK 5.7 – ADDITIONAL SERVICES

- 5.7.1 Wynn Road Geotechnical Services** – REI will provide Geotechnical Services to support the design for construction. REI will provide five (5) soil borings along the Wynn Road construction route to determine suitable soils for construction.
- 5.7.2 Title Searches and Easement Acquisition Services** – REI will perform title searches on parcels that have been identified as needing an easement or in parcels where it is unsure if an easement exists. Should an easement be

needed and upon authorization from the corresponding resident, REI will assist the County by working with the resident(s) to complete the necessary documentation required to submit to County attorneys.

Task 5.7 Deliverable:

- Soil borings and results summary

II. OWNER’S RESPONSIBILITY

Seminole County is responsible for providing the following information to Reiss Environmental:

- Once the survey, legal description of parcel, and resident easement authorization documents have been provided to Seminole County, the County will be responsible for preparing all further legalities necessary for acquiring easement.
- Review of submittals in a timely manner (15 days) and response to project management communications within 3 days.

III. COMPENSATION

For the professional services set forth in this Scope of Service, the OWNER shall compensate the CONSULTANT a lump sum fee for Tasks 5.1 through 5.7 on a percent completed basis as follows:

Task	Total Cost
5.1 – PROJECT ADMINISTRATION	\$14,105.04
5.2 – SURVEYING	\$5,699.88
5.3 – ENGINEERING SERVICES FOR PERMITTING	\$4,880.94
5.4 – PREPARE FINAL DESIGN DOCUMENTS	\$45,655.52
5.5 – BIDDING SERVICES	\$1,355.98
5.6 – CEI SERVICES	\$29,750.41
5.7 – ADDITIONAL SERVICES	\$10,297.24
Total	\$111,745.01

IV. SCHEDULE

The proposed project schedule is included in the attached figure.

V. SERVICES NOT INCLUDED

The following are examples of some specific additional services that may be required, but are not included within this Scope of Services.

- Contractor selection services beyond a Bid Award Recommendation Letter that may include preparation of Contract Document for execution by Contractor, and issuance of Notice to Proceed to Contractor.
- Construction related services that result from a delay in completing construction by the Contractor not originating from design issues.
- Additional copies of the construction documents to the COUNTY in excess of those specified herein.
- Additional Resident Project Representative (RPR) services or periodic site visits in excess of time specified in Section 5.6.3.

These and other services can be provided, if desired by Seminole County, under separate Scope of Service(s) or by an amendment to this Scope of Services. Services performed will be on an as-directed basis in accordance with a written Notice to Proceed from Seminole County.

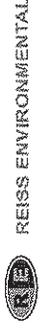


**MASTER AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR ENVIRONMENTAL SERVICES
 PS-5173-05/AJR
 Scope of Services & Fee Proposal**

**Task Order No. 5 – Jamestown Subdivision Sanitary Sewer Design and Construction Management Services – Phase 2
 February 15, 2008**

Budget Detail

Task Description	Principal		Senior Project Manager		Senior Project Engineer		Project Engineer		Technician		Administration		Subtotal	Subtotal Hours		
	Rate =	\$187.28	Rate =	\$170.98	Rate =	\$98.43	Rate =	\$80.53	Rate =	\$86.53	Rate =	\$53.33			Subtotal	Subtotal Hours
	HOURS	Cost	HOURS	Cost	HOURS	Cost	HOURS	Cost	HOURS	Cost	HOURS	Cost				
Task 1 - Project Administration		\$0.00	80	\$13,678.40		\$0.00		\$0.00		\$0.00	8	\$426.64	\$14,105.04	88		
Task 2 - Surveying		\$0.00	2	\$341.96	2	\$196.86	2	\$161.06		\$0.00		\$0.00	\$699.88	6		
Surveying Subcontractor		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$5,000.00	0		
Task 3 - Permitting Services	4	\$749.12	7	\$1,196.86	20	\$1,968.60	12	\$966.36		\$0.00		\$0.00	\$4,880.94	43		
Task 4 - Final Design Documents	9	\$1,685.52	28	\$4,787.44	224	\$22,048.32	144	\$11,596.32	64	\$5,537.92		\$0.00	\$45,655.52	469		
Task 5 - Bidding Services		\$0.00	5	\$854.90	1	\$98.43	5	\$402.65		\$0.00		\$0.00	\$1,355.98	11		
Task 6 - CEI Services		\$0.00	60	\$10,258.80	20	\$1,968.60	209	\$16,830.77	8	\$692.24		\$0.00	\$29,750.41	297		
Task 7 - Additional Services		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	0		
Geotechnical Services		\$0.00	2	\$341.96		\$0.00		\$0.00		\$0.00		\$0.00	\$341.96	2		
Geotechnical Subcontractor		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$3,800.00	0		
Title Searches & Easements		\$0.00	36	\$6,155.28		\$0.00		\$0.00		\$0.00		\$0.00	\$6,155.28	36		
BUDGET TOTALS	13	\$ 2,434.64	220	\$ 37,615.60	267	\$ 26,280.81	372	\$ 29,957.16	72	\$ 6,230.16	8	\$ 426.64	\$ 111,745.01	952		



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Work Order #6 to PS-5173-04/AJR - Master Agreement for Continuing Professional Services for Environmental Services with PBS&J, Inc., Orlando, Florida

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Robert Bradley

EXT: 7113

MOTION/RECOMMENDATION:

Approve Work Order #6 to PS-5173-04/AJR - Master Agreement for Continuing Professional Services for Environmental Services in the amount of \$377,430.11 with PBS & J, Inc., Orlando, Florida.

County-wide

Ray Hooper

BACKGROUND:

PS-5173-04/AJR provides continuing Professional Services for Environmental Services. Work Order #6 will provide engineering design services, permitting assistance, bidding phase and CEI services for the installation of approximately 27,050 feet of pressurized potable water lines (including main lines). The proposed potable water system will extend the existing infrastructure owned by the City of Sanford into Lockhart 's Subdivision.

Funds are available in account number 066522.530340; Community Development Block Grant Fund 11901.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Work Order #6 to PS-5173-04/AJR - Master Agreement for Continuing Professional Services for Environmental Services in the amount of \$377,430.11 with PBS & J, Inc., Orlando, Florida.

ATTACHMENTS:

1. PS-5173-04 Work Order 6 (PBS&J)

Additionally Reviewed By:

County Attorney Review (Ann Colby)

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

WORK ORDER

Work Order Number: 6

Master Agreement No.: PS-5173-04/AJR Dated: 7/21/2005
Contract Title: Master Agreement for Continuing Professional Services for Environmental Services
Project Title: Lockhart's Subdivision Target Area Potable Water Project

Consultant: PBS & J, Inc.
Address: 482 South Keller Road
Orlando, FL 32810

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: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed within **45 days of the final acceptance of the construction project.** Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: THREE HUNDRED SEVENTY-SEVEN FOUR HUNDRED THIRTY AND 11/100 DOLLARS (\$377,430.11)

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

ATTEST:

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

By: _____
Brenda Carey, Chairman

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

OC #803314 ON #

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and 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.

Seminole County Community Development Office

LOCKHART'S SUBDIVISION TARGET AREA POTABLE WATER PROJECT

Work Order No. 1

Scope of Engineering Services

March 18, 2008

A. Project Intent

ENGINEER is providing Seminole County (COUNTY) engineering design services for the Lockhart's Subdivision Potable Water Project. The work for the project includes design services, permitting assistance, bidding phase, and CEI services for the installation of approximately 27,050 feet of pressurized potable water lines (including main lines). The proposed potable water system will extend the existing infrastructure owned by the City of Sanford into Lockhart's Subdivision.

TASK 1 – PROJECT ADMINISTRATION

- 1.1 ***“Kick-off” Meeting*** - Prepare for and attend a project “kick-off” meeting with all associated staff members, including COUNTY and City of Sanford representatives, to discuss the project goals and objectives, clarify team roles and assignments, as well as establish the project schedule and deliverables.
- 1.2 ***Project Data Collection/Review*** - ENGINEER will contact utility companies such as power, cable TV, telephone, storm water, sewer, and gas, etc and send out project route schematic to request utility locate data. Information received from the utility companies will be used for the preliminary route determinations and to plan the surveying and the subsurface utility designation. Additionally, ENGINEER will obtain relevant data from other sources including the developers, other consultants, County Records, field monuments and the homeowners associations.
- 1.3 ***General Project Administration*** - ENGINEER will perform the following subtasks:
 - 1.3.1. Perform general project coordination and management activities, including general administrative activities for this authorization, as well as specific coordination activities with the team members, including COUNTY and City of Sanford representatives, and associated key staff members.
 - 1.3.2. Prepare and submit to the COUNTY progress reports and invoices for this assignment. Progress Reports will be prepared and submitted to the COUNTY (Community Development Office) on a monthly basis to advise and highlight the overall progress of the permitting, design, and construction administration tasks, as well as identify items completed, and on-going and pending activities. The monthly progress reports will also include a summary description of the pending activities, any potential issues identified, any potential impact to the schedule and any potential change in scope of services.

Task 1 Deliverables:

- Kick-off meeting
- Progress report(s) with invoicing

TASK 2 – WINDSHIELD SURVEY (LOCATION OF ABOVE GRADE FEATURES)

CONSULTANT will utilize the base maps obtained from Seminole County GIS system for preparing the final drawings. Full blown field surveying is not included in this scope. Via windshield survey, approximate location of the significant above ground features such as driveways, culverts, utility poles, miscellaneous structures in the right-of-way shall be obtained and shown on the final plans.

2.1 The Scope of Services includes topographic mapping of approximately 4.8 miles of road rights-of-way as described in the following tasks.

- Establish control points near the center of each street intersection.
- Measure the location of the control points using GPS methods and determine the coordinates based upon Seminole County Datum.
- Measure the elevations of the control points using differential leveling and determine the elevations based upon Seminole County Datum.
- Locate aboveground features along each road including: pavement lines with type, curb lines, sidewalks, driveways, mail boxes, ditches, fences, trees, signs and surface utility features such as: poles, risers, meters transformers, manholes, inlets and drainage structures. Note: The locations will extend approximately 10 feet onto properties that adjoin road rights-of-way.
- Measure a typical cross section along each road between each intersection.
- Measure a cross section along Airport Boulevard near each intersecting road.
- Show the right-of-way based upon existing plats and occupation.
- Prepare base maps along each road in the pipeline route showing the aboveground features as located.
- All survey data will be provided in AutoCAD format. The files will include: baseline with bearings and distances benchmarks with descriptions, elevations and topographic data. Element levels and symbology will conform to PBS&J Environmental Services formats.

2.2 *Utility Locates*

Southeastern Surveying and Mapping, Inc. (See Attachment B) shall perform limited subsurface utility location using soft dig method along Airport Blvd. The final product will be Test Hole Data Reports/Sketches and field notes of the project area reflecting all pertinent data. The scope specifically will include the following:

- Coordinate Sunshine One Call and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
- Expose the subject utilities at 5 cross-sections by using non destructive vacuum excavation methods in specific locations as requested by PBS & J and show on the design plans.
- Confirm/determine the vertical and horizontal position of the subject utility and record the information.
- Any asphalt/concrete removed will be repaired using like materials.
- Tie each test hole location into a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.

2.3 *Site Visits* - Perform one (1) initial site visit and coordinate with key design team members to facilitate obtaining the technical information necessary to support final design and associated permitting tasks.

Task 2 Deliverables:

- Provide AutoCAD (2004 or later version) file (4 copies) of survey data.
- One (1) Site Visit

TASK 3 – ENGINEERING SERVICES FOR PERMITTING

3.1 *Prepare Calculations for FDEP Permit Application Package*– ENGINEER will perform the following subtasks:

- 3.1.1. Perform calculations to determine the correct FDEP permit application required for the project. In addition to the calculation, ENGINEER will prepare and submit supporting permitting documents. These documents will include the Final Design Drawings, data, and supporting information (if needed). The Engineer will size the potable water main using hydraulic modeling and will submit signed and sealed calculations on the sizing.
- 3.1.2. ENGINEER will prepare and submit the applicable permit package.
- 3.1.3. Prepare responses to Requests for Additional Information (RAIs) provided by FDEP during the permit review process (if applicable).
- 3.1.4. ENGINEER will provide a funding allowance for the FDEP General Permit for Addition of a Major User Application Fee.
- 3.1.5. PBS&J will prepare and submit railroad crossing permits.
- 3.1.6. ENGINEER will attend two meeting with Seminole County R.O.W. permitting group to introduce, coordinate and discuss the project and proposed alignment. The Contractor shall apply and obtain the actual permit.

3.2 *Preliminary Ecological Site Survey*–PBS&J Biologist will provide a preliminary ecological survey of the project area (located within the Lockhart Subdivision) to identify potential environmental constraints. The preliminary survey will focus on identifying areas that may need additional field reviews for wetland flagging, threatened and endangered species surveys and/or wetland/listed species permitting assistance. The services beyond the preliminary environmental survey are not included in the current scope.

Task 3 Deliverables:

- Supporting Permit Calculations
- FDEP Permit Application Package & Fee
- Railroad Crossing Permit
- Preliminary environmental constraints Memorandum.

TASK 4 – PREPARE FINAL DESIGN DOCUMENTS

Prior to the initiation of the final design PBS&J will perform hydraulic modeling which will provide the basis of water main design as described in task 4.1 below.

- 4.1 PBS&J will develop a hydraulic model for new potable water for Lockhart subdivision to optimize the line sizes. This will address the systems' need to serve the neighborhood. This model will provide a tool for sizing new infrastructures based on operating conditions at the proposed connection locations.

Assumptions:

This Scope of Work is based on the following assumptions:

- City of Sanford will provide available system information, including existing infrastructures, per capita usage, and water base maps.
- City of Sanford will provide pressures at the proposed connection locations.

Tasks

1. PBS&J will conduct a meeting with City of Sanford Staff to review the scope of this model, determine what information is available from the City, and outline the project schedule for obtaining information and completing the project
 2. PBS&J will collect and review data available from the City
 3. PBS&J will estimate water demands based on information provided by the City
 4. PBS&J will develop a potable water hydraulic model and will evaluate the system based on demands estimated on Task 3 above.
 5. PBS&J will conduct a meeting with the City to review the modeling results and the recommended improvements
 6. Based on the modeling results, PBS&J will prepare a draft report with new system descriptions, demand projections, modeling methodology, and recommendations. Three (3) copies of the draft report will be submitted to the County and the City for review and comments.
- 4.2 *Prepare final design documents to a 60% completion level for COUNTY and City of Sanford Review and Comment* – ENGINEER will prepare detailed construction drawings and technical specifications for competitive bidding and construction in accordance with City of Sanford specifications. ENGINEER will perform the following subtasks:
- 4.2.1. Design and prepare general notes and drawings, civil plan drawings, and detail drawing sheets to a 60% completion level.
 - 4.2.2. Prepare Table of Contents for Technical Specifications.

- 4.2.3. At the end of the 60% design completion level, assemble and submit draft contract documents to COUNTY for review comments.
- 4.2.4. One (1) review meeting will be held to discuss the review of 60% design submittals. ENGINEER will provide meeting agendas, summaries and action items resulting from the meetings.
- 4.3 ***Prepare final design documents to a 90% completion level for COUNTY and City of Sanford Review and Comment*** – ENGINEER will perform the following subtasks:
 - 4.3.1. Design and prepare general notes and drawings, civil plan drawings, and detail drawing sheets to a 90% completion level.
 - 4.3.2. Prepare a complete draft set of Technical Specifications.
 - 4.3.3. At the end of the 90% design completion level, assemble and submit contract documents to COUNTY for review comments.
 - 4.3.4. One (1) review meeting will be held to discuss the review of 90% design submittals. ENGINEER will provide meeting agendas, summaries and action items resulting from the meetings.
- 4.4 ***Prepare final design documents to a 100% completion level for COUNTY and City of Sanford Review and Comment*** – ENGINEER will perform the following subtasks:
 - 4.4.1. Design and prepare general notes and drawings, civil plan drawings, and detail drawing sheets to a 100% completion level.
 - 4.4.2. Finalize complete set of Technical Specifications.
 - 4.4.3. At the end of the 100% design completion level, assemble and submit contract documents to COUNTY for review comments.
 - 4.4.4. One (1) review meeting will be held to discuss the review of 100% design submittals. ENGINEER will provide meeting agendas, summaries and action items resulting from the meetings.
- 4.5 ***Preliminary Opinion of Probable Cost*** - ENGINEER will prepare a preliminary opinion of probable construction cost at the 60%, 90%, and 100% completion levels of drawings and technical specifications.

Task 4 Deliverables:

- 60% plans (24x36 inch, 3 sets) and specifications (Table Of Contents) for review
- 90% plans and specifications (3 sets) for review
- 100% plans and specifications (3 sets) for review
- Final 100% Mylar plans and unbound specifications (1 set)
- Electronic CAD files and specifications (MSWord Format)
- Construction Cost Estimate
- Complete bid package, including applicable Federal provisions and technical specifications.
- Three (3) Review Meetings (60%, 90%, 100%) and meeting minutes

TASK 5 – BIDDING SERVICES

- 5.1 *Addenda* - ENGINEER will prepare responses to contractor questions, fielded by Purchasing Division, in consultation with the Seminole County Project Manager and forward responses to Purchasing personnel.
- 5.2 *Bid Opening and Evaluation* - ENGINEER will review bid packages, with staff from the Community Development Office and the Purchasing Division, from each bidder and contact references for the apparent low bidder. ENGINEER will summarize findings and make a recommendation for award in writing to the Seminole County Project Manager.
- 5.3 *Prepare Final Conformed Set of design documents for Construction* - ENGINEER will prepare complete bound set of design documents including addendums.

Task 5 Deliverables:

- Attendance at Two (2) Bid Related Meetings
- Meeting Minutes for One (1) Meetings
- Bid Award Recommendation Letter
- Conformed Set of Plans and Specifications (3) Copies

TASK 6 – CEI SERVICES

Engineering services include construction administration, submittal review and periodic site visits that are described below in more detail:

- 6.1 *Pre-construction Conference* - ENGINEER will attend one (1) pre-construction conference, take meeting minutes and submit minutes to one representative of each company or division in attendance.
- 6.2 *Shop Drawing Review* – ENGINEER shall review shop drawings and other data that the Contractor is required to submit. These shall be reviewed for general conformance with the design concept of the projects and general compliance with the information given in the Contract Documents in consultation with the Seminole County Project Manager.
- 6.3 *Periodic Site Visits* – The ENGINEER shall visit the project site at intervals appropriate to the various stages of construction, to observe the progress and quality of the construction and its general conformance with the contract documents. For budgeting purposes, it is assumed that during the construction schedule, the ENGINEER will visit the project site two times per month during the peak construction period estimated to be 12 months (24 visits). One of those visits will be at the time of the monthly progress meetings.
- 6.4 *Pay Request Review* – ENGINEER will review, recommend, and submit to Seminole County for payment, the monthly pay requests from the contractor.
- 6.5 *Change Orders* - ENGINEER will review all change order requests and make recommendations to the Seminole County Project Manager for acceptance.
- 6.6 *Construction Completion Review* - ENGINEER will make final review of construction to determine if work was completed in general conformance of the Contract Documents.
- 6.7 *Record Drawings* - ENGINEER will receive record drawings from the contractor and review for accuracy. ENGINEER will submit to Seminole County within 30 working days

of the final completion date, one set of final record drawings and an electronic file (AutoCAD) of the record drawing using information supplied by the Contractor(s), onsite representative personnel, supplier, Seminole County Project Manager, and other sources.

6.8 **FDEP Certificate of Completion** - ENGINEER will prepare FDEP certificate of completion of construction and submit to FDEP for approval.

6.9 **Project Closeout** - ENGINEER will assist in negotiating the final payment for construction and submit a final letter report upon which final settlement and termination of Contract can be based.

Task 6 Deliverables:

- Processed Shop Drawings
- Record (as-built) Drawings (electronic format; 4 sets),
- FDEP Certificate of Completion Preparation and Submittal
- Final Project Closeout Letter
- Nine (9) Meetings/Site Visits

TASK 7 -- ADDITIONAL SERVICES

7.1 Nodarse and Associates, Inc (see Attachment A) will provide the proposed services described below. The scope of services is based on the supplied information and their experience in the area with sites and projects similar to this one. The exploration is planned to include the following:

- Stake boring locations and coordinate underground utility clearance at the site.
- Mobilize mudbug-mounted drill rig and crew.
- Perform up to twenty-five (25) auger borings or Standard Penetration Test (SPT) borings to a depth of 10 feet in the proposed water main alignment.
- Perform visual classification and required laboratory testing of the soil samples obtained from the borings. Laboratory testing may include grain size, organic testing, and/or Atterberg limit analysis to verify visual classification of soil types.

The exploration will be supervised by a qualified geotechnical engineer registered in the state of Florida, and the results of the exploration will be presented in a geotechnical engineering report. This report will address the following items:

- Existing site conditions.
- Exploration, testing and sampling methods.
- Subsurface soil conditions encountered and soil classifications.
- Depth to groundwater at the time of the exploration and estimated seasonal high groundwater levels.
- A discussion of general site preparation techniques, excavation, backfilling and fill compaction for installation of the water main.

Task 7 Deliverables:

- Soil borings and results summary

B. Additional Services

The following are examples of some specific additional services that may be required, but are not included within this Scope of Services.

- Utility easement acquisition services are not provided due to the existing utilities in the project location.
- Contractor selection services beyond a Bid Award Recommendation Letter that may include preparation of Contract Document for execution by Contractor, and issuance of Notice to Proceed to Contractor.
- Construction related services that result from a delay in completing construction by the Contractor.
- Additional copies of the construction documents to ENGINEER or the City of Sanford in excess of those specified herein.

Other services can be provided, if desired by Seminole County, under separate Scope of Service(s) or by an amendment to this Scope of Services. Services performed will be on an as-directed basis in accordance with a written Notice to Proceed (via hard copy or email) from Seminole County.

C. Obligations of Seminole County

Seminole County is responsible for providing the following information to ENGINEER:

- Review of submittals in a timely manner (15 days) and response to project management communications within 3 days.

D. Compensation

The total compensation for these services will be \$377,430.11. The Compensation for the Services provided directly by PBS&J will be on a Fixed Fee Basis Method as described in the Agreement in the amount of \$362,205.92. All sub consultants work shall be on time and material basis in the amount of \$15,224.19.

E. SCHEDULE

The services described herein will be provided based on the following number of days from the Notice to Proceed unless otherwise noted:

Task 1 - Data Collection and kick-off Meeting	30
Task 2 - Surveying/ Utility Designation	100
Task 3.1 – Permitting	160
Task 3.2 – Ecological Constraints Report	30
Task 4 – Design	210
Task 7.1- Geotechnical	120

Post Design Schedule

Bidding (Number of days after final design)	60
Construction (Number of days after bidding)	365
Final Record Drawings (No. of day after final Const. Completion)	30

ATTACHMENT A

Scope of Services

**Subsurface Utility Designation
Southeastern Surveying and Mapping Corp.**

James M. Dunn, II, P.S.M.
Brian R. Garvey, P.E.
Gary B. Krick, P.S.M.
Myron F. Lucas, P.S.M.
Thomas K. Mead, P.S.M.
Timothy O. Mosby, P.S.M.
James L. Petersen, P.S.M.
Larry W. Prescott, P.S.M.
William C. Rowe, P.S.M.
Marcia E. Russell, P.S.M.
George E. Snyder, P.S.M.
Tony G. Syrett, P.S.M.



T. Wayne Yongue, P.S.M.
Roger Lonsway, P.S.M. (Retired)
Steven L. Anderson, Jr., S.I.T.
Brad J. Lashley, S.I.T.
Abraham I. Remchuk, S.I.T.
Donna L. Canney, C.S.T. IV
Frank B. Henry, C.S.T. IV
David M. Rentfrow, C.S.T. IV
Margarita Slavkova, C.S.T. IV
Dean C. Sprague, C.S.T. IV
Celeste B. van Gelder, C.S.T. IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • GPS Asset Inventories • Geographic Information Systems

March 4, 2008

Via E-mail: rsingh@pbsj.com

Mr. Raj Singh
Post, Buckley, Schuh & Jernigan, Inc.
482 South Keller Road
Orlando, Florida 32810

**RE: Lockhart's Subdivision - Airport Boulevard - Potable Water Retrofit
Section 35, Township 19 South, Range 30 East, Seminole County, Florida**

Dear Mr. Singh,

We are pleased to submit our revised proposal for Subsurface Utility Verification on the above referenced project.

SCOPE OF WORK:

1. Coordinate Sunshine One Call and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
2. Expose the subject utilities at 5 cross-sections by using non destructive vacuum excavation methods in specific locations as requested by PBS & J.
3. Confirm/determine the vertical and horizontal position of the subject utilities and record the information.
4. Any asphalt/concrete removed will be repaired using like materials.
5. Tie each test hole location into a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.

The final product will be Test Hole Data Reports/Sketches of the project area reflecting all pertinent data for your use.

All Test Holes excavated will be out of roadway travel lanes, within the right-of-way of Airport Boulevard.

OFFICE 8500 All American Boulevard, Orlando, Florida 32810 • Phone: 407.282.8550 • Fax: 407.282.8141 • e-mail: info@southeasternsurveying.com
LOCATIONS 1130 Highway 90, Chipley, Florida 32428 • Phone: 850.638.0790 • Fax: 850.638.8088 • e-mail: info@southeasternsurveying.com
141 NE Range Avenue, Suite A, Madison, Florida 32940-2456 • Phone: 850.253.0202 • Fax: 850.253.0203 • info@southeasternsurveying.com

ATTACHMENT B

Scope of Services

Geotechnical Investigations

Nodarse & Associates, Inc.



March 3, 2008
Project No. 01-08-0125-101

Mr. Raj Singh, P.E.
Post Buckley Schuh & Jernigan
482 South Keller Road
Orlando, Florida 32810

Proposal to Provide a Subsurface Exploration and
Geotechnical Engineering Evaluation
Lockhart Neighborhood
Water Line Improvements
Seminole County, Florida

Dear Mr. Singh:

Nodarse & Associates, Inc. (N&A) is pleased to present this proposal for providing a subsurface exploration and geotechnical engineering evaluation for the above-referenced project. The purpose of the exploration is to obtain geotechnical engineering data to assist in the design of water mains at the above-referenced site. This proposal outlines our understanding of the project, presents a recommended scope of services, and contains a time and cost estimate for providing those services.

SITE AND PROJECT DESCRIPTION

The project concerns the proposed installation of water mains within the existing Lockhart neighborhood in Seminole County, Florida. According to information provided by you, the proposed improvements consist of approximately 27,000 linear feet of new mains, to be 2 to 8 inches in diameter. The water main alignment is to be located within existing easements and rights-of-way. There will also be three or four locations where jack-and-bore construction will be required.

PROPOSED SCOPE OF SERVICES

The proposed scope of services is based on the supplied information and our experience in the area with sites and projects similar to this one. Our exploration is planned to include the following:

- Stake boring locations and coordinate underground utility clearance at the site.
- Mobilize mudbug-mounted drill rig and crew.
- Perform up to twenty-five (25) auger borings or Standard Penetration Test (SPT) borings to a depth of 10 feet in the proposed water main alignment.
- Perform visual classification and required laboratory testing of the soil samples obtained from the borings. Laboratory testing may include grain size, organic testing, and/or Atterberg limit analysis to verify visual classification of soil types.

The exploration will be supervised by a qualified geotechnical engineer registered in the state of Florida, and the results of the exploration will be presented in a geotechnical engineering report. This report will address the following items:

- Existing site conditions.
- Exploration, testing and sampling methods.
- Subsurface soil conditions encountered and soil classifications.
- Depth to groundwater at the time of the exploration and estimated seasonal high groundwater levels.
- A discussion of general site preparation techniques, excavation, backfilling and fill compaction for installation of the reclaimed water main.

PROJECT SCHEDULE

Based on our present schedule, we are prepared to mobilize to begin the field operations on this project within about two (2) weeks of your authorization to proceed. We anticipate the field portion of the study to be completed in approximately two (2) to three (3) days. Engineering analysis, necessary laboratory work, and report preparation should be completed within approximately two (2) weeks after the completion of field work.

ESTIMATED COSTS

A **Scope of Services and Fee Estimate** is attached to this proposal and will be applicable for services on this project. The final cost of services will be computed from actual units of work performed in accordance with this **Scope of Services and Fee Estimate**. For budgetary planning, we estimate the total cost of services for the described exploration will be approximately \$6,074.19. Unit rates were obtained from N&A's recently executed continuing contract with Seminole County.

In computing this budget figure, we have assumed the site is accessible to our field crew, that we have right of entry to the site, and that we will not experience excessive delays due to rubble at borehole locations or for other reasons beyond our control. If such conditions are encountered that could cause the cost of the exploration to exceed the budget figure, we will notify the client and obtain approval for the additional work before we proceed.

AUTHORIZATION

To authorize us to proceed with this project, please execute and return to us *both* copies of the attached **Agreement**. Authorization should be indicated by the person or firm responsible for payment of our invoice. Please note the attached **Agreement** forms a part of this proposal and that our terms are "Net 30 Days".

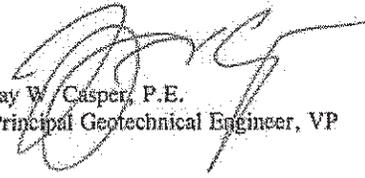
CLOSURE

N&A appreciates the opportunity to submit this proposal, and we look forward to working with you on this project. If you have any questions, or if we can provide any additional information, please feel free to call us at your convenience.

Sincerely,

NODARSE & ASSOCIATES, INC.


Tom Kunzen, E.I.
Project Engineer


Jay W. Casper, P.E.
Principal Geotechnical Engineer, VP

Attachments: Scope of Services and Fee Estimate
Agreement

**SCOPE OF SERVICES AND FEE ESTIMATE
 LOCKHART NEIGHBORHHOD - WATER LINE IMPROVEMENTS
 SEMINOLE COUNTY, FLORIDA
 N&A PROJECT NO. 01-08-0125-101**

DESCRIPTION OF WORK	QTY.	RATE	UNIT	AMOUNT
I. FIELD EXPLORATION				
A. Mobilization of Crew and Equipment	1	\$ 400.00	per trip	\$ 400.00
B. SPT Borings or Auger Boring (25 @ 20')	250	\$ 12.00	per l.f.	\$ 3,000.00
C. Site Reconnaissance/Utility Coordination ~ Senior Engineering Technician	8	\$ 54.50	per hour	\$ 436.00
Subtotal				\$ 3,836.00
II. LABORATORY TESTING				
A. Laboratory Testing Allowance	1	\$ 300.00	allowance	\$ 300.00
Subtotal				\$ 300.00
III. ENGINEERING AND TECHNICAL SERVICES				
A. Principal Engineer	3	\$ 151.19	per hour	\$ 453.57
B. Project Engineer	10	\$ 104.67	per hour	\$ 1,046.70
C. CADD Tech	4	\$ 64.76	per hour	\$ 259.04
D. Technical Secretary	4	\$ 44.72	per hour	\$ 178.88
Subtotal				\$ 1,938.19
TOTAL FOR PROJECT				\$ 6,074.19

Post, Buckley, Schuh & Jernigan, Inc.

Client: Seminole County
 Project: LOCKHART'S SUBDIVISION TARGET AREA POTABLE WATER PROJECT
 Phase: Design, Bidding & Construction Services
 Activity Sheet: Summary

Project Manhour/Budget Summary

Labor Multiplier: 1.00
 Subcontr. Multiplier: 1.00
 Reimb. Multiplier: 1.00

LABOR EXPENSES BY TASK	TASK -> HOURLY RATE	MANHOURS							TOTAL HOURS	COST	MULTIPLIED COST		
		1 Project Administration	2 Surveys Utili Designation	3 Permitting	4 Final Design	5 Bidding Services	6 Construction Services	7 Additional Services (Geotech)					
Senior Division Manager	\$ 223.16	0	0	0	4	0	0	0	0	0	0	1,562.12	1,562.12
Sr. Engineer IV	\$ 188.53	0	28	28	471	36	268	8	0	0	0	169,910.58	169,910.58
Sr. Engineer III	\$ 157.10	0	0	0	0	0	0	0	0	0	0	0.00	0.00
Sr. Engineer (ISR, Surveyor II)	\$ 117.63	0	24	0	0	0	0	0	0	0	0	2,823.12	2,823.12
Sr. Engineer I	\$ 103.80	0	0	24	60	0	0	0	0	0	0	8,719.20	8,719.20
Technical Professional (GIS Designer, II)	\$ 94.47	40	0	12	1180	32	0	0	0	0	0	119,410.08	119,410.08
Sr. CAD Design/Operator	\$ 74.90	0	0	8	0	0	0	0	0	0	0	11,594.60	11,594.60
CADD Designer/Technician	\$ 72.16	0	64	0	12	0	0	4	0	0	0	5,772.80	5,772.80
Sr. Secretary III	\$ 59.47	30	20	6	64	22	43	2	0	0	0	11,120.89	11,120.89
Person I	\$ 29.42	0	180	0	0	0	0	0	0	0	0	5,295.60	5,295.60
Instrument Operator II	\$ 50.17	0	180	0	0	0	0	0	0	0	0	9,030.66	9,030.66
Payroll Clerk II	\$ 59.47	0	180	0	0	0	0	0	0	0	0	10,704.60	10,704.60
												0.00	0.00
Total Hours by Task ->		132	734	76	1731	80	402	14	3241				
Labor Expense ->		17,254.86	43,288.00	9,851.10	212,086.42	11,120.26	60,357.33	1,916.22	355,894.19				
Multipled Labor Expense ->		17,254.86	43,288.00	9,851.10	212,086.42	11,120.26	60,357.33	1,916.22	355,894.19				
SUBCONTR. EXPENSE BY TASK													
Inhouse Survey-Esessment Prep.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inhouse Energy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Notice & Assoc. - Geotechnical (Task 7-Time Basis Method)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,074.19	6,074.19
Soils/Survey/Map, Util. Desig. (Sub Task 22 Time Basis Method)	0.00	9,150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,150.00	9,150.00
Inhouse Landscape Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Outside Firm Consultant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Electrical	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	9,150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,224.19	15,224.19
	0.00	9,150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,224.19	15,224.19
REIMBURSABLE EXPENSE BY TASK													
Inhouse Reproduction	0.00	153.50	25.00	652.90	590.00	296.00	0.00	0.00	0.00	0.00	0.00	1,753.40	1,753.40
Other Travel	77.60	0.00	58.80	666.70	18.40	717.80	0.00	0.00	0.00	0.00	0.00	880.30	880.30
PC CADD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Outside Reproduction	150.00	0.00	0.00	500.00	1,000.00	600.00	0.00	0.00	0.00	0.00	0.00	2,450.00	2,450.00
Telephone/Fax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GIS	95.00	50.00	50.00	100.00	0.00	235.00	0.00	0.00	0.00	0.00	0.00	590.00	590.00
Miscellaneous (mailing etc. Estimate)	0.00	0.00	900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	900.00	900.00
	322.60	209.50	657.80	1,599.60	1,519.40	1,818.80	224.00	0.00	0.00	0.00	0.00	6,321.70	6,321.70
	322.60	209.50	657.80	1,599.60	1,519.40	1,818.80	224.00	0.00	0.00	0.00	0.00	6,321.70	6,321.70
MULTIPLIED REIMBUR. EXP. ->													
		52,845.50	10,518.90	213,658.02	82,176.16	8,214.41	0.00	0.00	0.00	0.00	0.00	377,490.11	377,490.11
Total EST. PROJECT EXPENSES ->		17,577.46	43,495.50	10,518.90	213,658.02	12,639.66	62,176.16	2,140.22	382,205.92				
Lump Sum Component		0	0	0	0	0	0	0	0	0	0	0	0
Time Basis Method component		0	0	0	0	0	0	0	0	0	0	0	0

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfactions of Second Mortgage

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: David Medley

CONTACT: Josie Delgado

EXT: 2381

MOTION/RECOMMENDATION:

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

County-wide

Shirley Boyce

BACKGROUND:

The following clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to rehabilitate their home in Seminole County. These clients have met and satisfied all County SHIP Policies and Affordability Periods or Federal HUD Regulations and are now requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens. The following clients have satisfied the current affordability period residency requirements, thus qualifying for the loan to be forgiven:

<u>Name</u>	<u>Parcel I.D. Number</u>
Lola Adams and Shawn Adams	31-19-31-505-0000-0400
Maria M. Atuesta	09-21-30-521-0000-0030
Lucille Brown	34-19-30-511-0A00-0030
Josie M. Burke	31-19-31-504-1300-0050
Armetta Franklin	25-19-30-5AH-0000-0340
Sherman Franklin and Anna Franklin	12-21-29-5BD-1200-0060
Flossie Mae Franklin Gilbert and William Gilbert	07-21-30-506-0000-0040
Claudia Griffin	07-21-30-300-0250-0000
Gladys Johnson	33-19-31-507-0000-0470
Dorothy Joseph	32-19-31-514-0000-0930
Paul E. McConnell	33-21-30-504-0H00-0060
Kenneth J. Meyer and Catherine B. Meyer	01-20-30-504-2900-0270
Jacqueline D. Miller	34-19-30-514-0200-0020
Francisco Molina	08-21-30-521-0000-0040
Christopher J. Monteleone	15-21-29-518-0000-0940
Eligio A. Ortiz and Pauline Ortiz	05-21-29-502-0B00-0630
Patricia A. Peoples and Sulonda Y. Peoples	35-19-30-520-0E00-0090
Thelma Shelling	35-19-30-513-0800-0040
Lester F. Spicer and Deborah J. Spicer	06-20-31-502-0900-0110

Total Forgiven \$ 143,878.49

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program.

ATTACHMENTS:

- 1. Sat of Second Mortgage

Additionally Reviewed By: <input checked="" type="checkbox"/> County Attorney Review (Arnold Schneider)

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 27, 1998 and recorded in Official Records Book 3386, Pages 1184 through and including 1188, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated February 27, 1998 and recorded in the Official Records Book 3386, Pages 1189 through and including 1192, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated February 10, 1998, and recorded in Official Records Book 3386, Pages 1193 through and including 1195, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 203 San Lanta Circle, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 40, SANLANTA, THIRD SECTION , ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 75, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 31-19-31-505-0000-0400

(the "Property,") were made by **LOLA ADAMS**, a single person, and **SHAWN ADAMS**, a single person, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AWS/sjs

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated January 27, 1997 and recorded in Official Records Book 3191, Pages 0647 through and including 0651, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500) (the "Note"), dated January 27, 1997 and recorded in the Official Records Book 3191, Pages 0652 through and including 0654, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated January 27, 1997, recorded in Official Records Book 3191, Pages 0655 through and including 0657, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 295 Hill Street, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

UNIT 3, SOUTHPORT CONDOMINIUM, PHASE I, ACCORDING TO THE DECLARATION OF THE CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 1432, PAGES 1777-1806 AND ALL AMENDMENTS THERETO, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 09-21-30-521-0000-0030

(the "Property,") were made by **MARIA M. ATUESTA**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten(10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/sjs
3/5/08

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT**

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated February 7, 2001 and recorded in Official Records Book 4003, Page 1977, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated February 7, 2001 (hereinafter the "Agreements"), which encumbered the property located at 2218 Southwest Road, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOTS 3 AND 4, BLOCK A, BUNGALOW CITY, ACCORDING TO THE
PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 82, PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 34-19-30-511-0A00-0030

(the "Property,") was made by **Lucille Brown**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/lpk
2/19/2008

P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Lucille Brown satisfaction.doc

This instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT**

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated May 2, 2001 and recorded in Official Records Book 4066, Page 1777, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated May 2, 2001 (hereinafter the "Agreements"), which encumbered the property located at 2009 S. Summerlin Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE SOUTH 32 FEET OF LOT 4 AND THE NORTH 38 FEET OF LOT
5, BLOCK 13, BEL-AIR, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 3, PAGES 79 AND 79A, PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 31-19-31-504-1300-0050

(the "Property,") was made by **Josie M. Burke**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/lpk

2/19/2008

P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Josie Burke satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT**

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated June 25, 2001 and recorded in Official Records Book 4117, Page 0104, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated June 25, 2001 (hereinafter the "Agreements"), which encumbered the property located at 1305 W. 11th Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE EAST 50 FEET OF THE WEST 150 FEET OF THE NORTH 1/2 OF LOT 34, ROBINSON'S SURVEY OF AN ADDITION TO SANFORD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 92 AND 93, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 25-19-30-5AH-0000-0340

but erroneously described in the Memorandum of Agreement as:

THE EAST 50 FEET OF THE WEST 150 FEET OF THE NORTH 1/2 OF BLOCK 34, ROBINSON'S SURVEY OF AN ADDITION TO SANFORD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 92 AND 93, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

(the "Property,") was made by **Armetta Franklin**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/lpk

2/19/2008

P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Arnetta Franklin satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION
PROGRAM ASSISTANCE AGREEMENT**

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated June 1, 2001 and recorded in Official Records Book 4090, Page 1114, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated June 1, 2001, (hereinafter the "Agreements"), which encumbered the property located at 120 East Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LEG LOT 6, BLOCK 12, SANLANDO, THE SUBURB BEAUTIFUL,
SANFORD SECTION, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 3, PAGE 66 OF THE PUBLIC RECORDS
OF SEMINOLE COUNTY, FLORIDA .

Parcel Identification Number: 12-21-29-5BD-1200-0060

(the "Property,") was made by **SHERMAN FRANKLIN and ANNA FRANKLIN**, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owners maintained the Property as their residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners and their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/sjs
3/5/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT**

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated February 9, 2001 and recorded in Official Records Book 4006, Page 0063, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated February 9, 2001 (hereinafter the "Agreements"), which encumbered the property located at 1051 Blake Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOTS 4,5,6 AND 7, LULA BLAKE'S REVISION, ACCORDING TO
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 101,
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 07-21-30-506-0000-0040

(the "Property,") was made by **Flossie Mae Franklin Gilbert and William Gilbert**, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owners maintained the Property as their residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners, and their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20_____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/lpk

2/19/2008

P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Flossie Mae & William Gilbert
satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT**

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated June 28, 2001 and recorded in Official Records Book 4117, Page 0108, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated June 28, 2001 (hereinafter the "Agreements"), which encumbered the property located at 706 Marker Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

THE NORTH 65 FEET OF THE SOUTH 115 FEET OF THE WEST 50 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 30 EAST, ALL OF SUCH LAND LYING SITUATE IN SEMINOLE COUNTY, FLORIDA

Erroneously described in the Agreements as:

THE WEST 67 FEET OF THE NORTH 75 FEET OF THE SOUTH 246 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 07-21-30-300-0250-0000

(the "Property,") was made by **Claudia Griffin**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AWS/lpk
2/19/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT**

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated May 18, 2001 and recorded in Official Records Book 4181, Page 0646, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated May 18, 2001 (hereinafter the "Agreements"), which encumbered the property located at 2271 Greenway Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE SOUTH 1/2 OF LOT 47 AND ALL OF LOT 48, J.O. PACKARD'S FIRST ADDITION TO MIDWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 104, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Erroneously described in the Agreements as:

LOTS 47 AND 48, J.O. PACKARD'S FIRST ADDITION TO MIDWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 104, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 33-19-31-507-0000-0470

(the "Property,") was made by **Gladys Johnson**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus

qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/lpk
2/19/2008

P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Gladys Johnson satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 6, 1998 and recorded in Official Records Book 3369, Pages 1838 through and including 1842, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500) (the "Note"), dated February 6, 1998 and recorded in the Official Records Book 3369, Pages 1843 through and including 1845, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated January 13, 1998, recorded in Official Records Book 3369, Pages 1846 through and including 1848, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1825 Lacy Lane, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 93, PALM POINT, AS PER PLAT IN PLAT BOOK 50, PAGES 69 THROUGH 71, INCLUSIVE, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 32-19-31-514-0000-0930

(the "Property,") were made by **DOROTHY JOSEPH**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20_____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/
Date

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated May 5, 1997 and recorded in Official Records Book 3237, Pages 0157 through and including 0161, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated May 5, 1997 and recorded in the Official Records Book 3237, Pages 0162 through and including 0164, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated May 5, 1997, recorded in Official Records Book 3237, Pages 0165 through and including 0167, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1920 Azalea Avenue, Winter Park, Florida 32792, the legal description and parcel identification for which are as follows:

LOT 6, BLOCK H, TEMPLE TERRACE ANNEX, AS PER PLAT THEROF, AS RECORDED IN PLAT BOOK 8, PAGE 61, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 33-21-30-504-0H00-0060

(the "Property,") were made by **PAUL E. MCCONNELL**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as his residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/sjs
3/5/08

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 22, 1997 and recorded in Official Records Book 3346, Pages 1842 through and including 1846, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "Note"), dated December 22, 1997 and recorded in the Official Records Book 3346, Pages 1847 through and including 1850, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated November 21, 1997, and recorded in Official Records Book 3346, Pages 1851 through and including 1853, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2603 Hartwell Avenue, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 27, BLOCK 29, 4TH SECTION DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 99 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 01-20-30-504-2900-0270

(the "Property,") were made by **KENNETH J. MEYER** and **CATHERINE B. MEYER**, husband and wife, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AWS/sjs

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated May 29, 1996 and recorded in Official Records Book 3082, Pages 0273 through and including 0277, and re-recorded in Official Records Book 3092, Pages 0056 through and including 0060, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000) (the "Note"), dated May 29, 1996 and recorded in the Official Records Book 3082, Pages 0278 through and including 0281, and re-recorded in Official Records Book 3092, Pages 0061 through and including 0064, and that certain Seminole County Home Program Assistance Agreement dated May 1, 1996, recorded in Official Records Book 3082, Pages 0282 through and including 0284, and re-recorded in Official Records Book 3092, Pages 0065 through and including 0067 (the "Agreement"), all of such records being a part of the Public Records of Seminole County, Florida, all of which encumbered the property located at 3074 Truman Boulevard, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 2, BLOCK 2, LINCOLN HEIGHTS SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 45, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 34-19-30-514-0200-0020

(the "Property,") were made by **JACQUELINE D. MILLER**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/sjs
3/6/08

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated January 22, 1998 and recorded in Official Records Book 3359, Pages 1270 through and including 1274, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$3,800) (the "Note"), dated January 22, 1998 and recorded in the Official Records Book 3359, Pages 1275 through and including 1278, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated October 8, 1997, recorded in Official Records Book 3359, Pages 1279 through and including 1281, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 392 Orange Lane, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 4, EDGEWOOD MANOR FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 40 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 08-21-30-521-0000-0040

(the "Property,") were made by **FRANCISCO MOLINA**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as his residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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/sjs
3/5/08

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated March 28, 2007 and recorded in Official Records Book 3220, Pages 0671 through and including 0674, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) (the "Note"), recorded in the Official Records Book 3220, Pages 0675 through and including 0677, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated March 28, 1997 and recorded in Official Records Book 3220, Pages 0678 through and including 0680, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 500 Palace Drive, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 94, MONTGOMERY SQUARE, ACCORDING TO THE PLAT THEREOF
AS RECORDED IN PLAT BOOK 24, PAGES 8 AND 9 OF THE PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 15-21-29-518-0000-0940

(the "Property,") were made by **Christopher J. Monteleone**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as his residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20_____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/lpk
2/19/08

P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Christopher Monteleone
satisfaction.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 18, 1997 and recorded in Official Records Book 3351, Pages 2022 through and including 2026, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of EIGHT THOUSAND NINE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$8,975.00) (the "Note"), dated December 18, 1997 and recorded in the Official Records Book 3351, Pages 2027 through and including 2029, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated November 7, 1997, and recorded in Official Records Book 3351, Pages 2030 through and including 2032, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2060 Triangle Drive, East, Longwood, Florida 32779, the legal description and parcel identification for which are as follows:

LOT 63, BLOCK B, LAKE BRANTLEY ISLES, SECOND ADDITION,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK
11, PAGE 5, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 05-21-29-502-0B00-0630

(the "Property,") were made by **ELIGIO A. ORTIZ** and **PAULINE ORTIZ**, husband and wife, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AWS/sjs
3/5/08

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 28, 1997 and recorded in Official Records Book 3207, Pages 0741 through and including 0745, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of Two Thousand Nine Hundred Eighty-four and 50/100 Dollars (\$2,984.50) (the "Note"), dated February 28, 1997 and recorded in the Official Records Book 3207, Pages 0746 through and including 0749, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated March 28, 1997, and recorded in Official Records Book 3207, Pages 0750 through and including 0752, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 113 Country Club Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 9, BLOCK E, COUNTRY CLUB MANOR, UNIT 1, ACCORDING TO
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 35 OF
THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 35-19-30-520-0E00-0090

(the "Property,") were made by **Patricia A. Peoples and Sulonda Y. Peoples**, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20__.

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/lpk
2/19/08

P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Patricia & Sulonda Peoples.doc

This instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION
PROGRAM ASSISTANCE AGREEMENT**

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated June 19, 1996 and recorded in Official Records Book 3095, Page 1363-K, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated June 19, 1996, and recorded in Official Records Book 3100, Pages 0496 through 0498, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 1811 Peach Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOTS 4 AND 5, BLOCK 8, PINE LEVEL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGES 36 AND 37, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 35-19-30-513-0800-0040

but which was erroneously described in the Memorandum of Agreement as:

LOT 4 AND 5, BLOCK 8, PINE LEVEL, SANFORD PLAT BOOK 5, PAGE 20, SEMINOLE COUNTY, FLORIDA.

(the "Property,") was made by **THELMA SHELLING**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least ten (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/sjs
3/7/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated January 29, 2003 and recorded in Official Records Book 04775, Pages 1332 through and including 1335, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) (the "Note"), dated January 29, 2003, and recorded in the Official Records Book 04775, Pages 1336 through and including 1338, Public Records of Seminole County, Florida, which encumbered the property located at 2517 Yale Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 11, BLOCK 9, PALM TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 06-20-31-502-0900-0110

(the "Property,") were made by **Lester F. Spicer and Deborah J. Spicer**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/lpk
2/19/08

P:\Users\Legal Secretary CSB\Community Services\2008 Satisfactions\Lester & Deborah Spicer.doc

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of the original Water and Sewer Maintenance Bond for the project known as Annebury

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve the Release of the original Water and Sewer Maintenance Bond in the amount of \$18,283.78 for the project known as Annebury.

District 1 Bob Dallari

Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Maintenance Bond #SU5006478-1 dated 10/19/05 (Centex Homes) in the amount of \$18,283.78 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Annebury.

STAFF RECOMMENDATION:

Staff recommends the Board to approve the release of the original Water and Sewer Maintenance Bond in the amount of \$18,283.78 for the project known as Annebury.

ATTACHMENTS:

1. Original Bond and Release Request Letter

Additionally Reviewed By: No additional reviews

CENTEX HOMES

Orlando Division

2301 Lucien Way, Suite 400
Maitland, FL 32751

Office: (407) 661-2160
Land Fax: (407) 389-0653

March 4, 2008

Ms. Becky Noggle
Senior Coordinator – Environmental Services
Seminole County Environmental Services
500 W. Lake Mary Boulevard
Sanford, FL 32773-7499

Via Fax: 407-665-2019

Re: **Release of Maintenance Bond**
Project Name: Annebury (Addition Place)
Bond #: SU5006478-1 / Amount: \$18,283.78
District #1

Per Seminole County's letter dated March 4, 2008, Centex Homes has fulfilled all maintenance requirements as specified according to the inspection conducted by the County on February 5, 2008.

Centex Homes is hereby requesting release of the maintenance bond listed above. Please send original bond to my attention at 2301 Lucien Way, Suite 400, Maitland, FL 32751. If you have any questions, please feel free to contact me at 407-661-6204.

Sincerely,



Carolyn S. Hunt
Land Development Administrator
Centex Homes – Orlando Division
(407) 661-6204
cshunt@centexhomes.com

cc: File

ENVIRONMENTAL SERVICES DEPARTMENT



March 4, 2008

Centex Homes
Carolyn Hunt
385 Douglas Ave.
Altamonte Springs, FL 32714

Re: Maintenance Bond

Project Name: Annebury (Addison Place)
Bond# SU5006478-1
Amount: \$18,283.78
District #1

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on 2/05/08 to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Letter of Credit.

As of 2/05/08, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

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

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Chip Tyre
Sr. Utilities Inspector

c: Project File

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

Bond No. SU5006478-1

That we, CENTEX HOMES, a Nevada General Partnership, whose address is 385 Douglas Avenue, Suite 2000, Altamonte Springs, Florida 32714, hereinafter referred to as "PRINCIPAL" and ARCH INSURANCE COMPANY, whose address is 135 North Los Robles Avenue, Suite 825, Pasadena CA 91101, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY" in the sum of Eighteen Thousand Two Hundred Eighty Three and 78/100*** (\$18,283.78) (10% of original approved estimate or contract cost) for the payment of which we bind ourselves, heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents:

WHEREAS, the PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as Annebury (aka Addison Place), a plat of which is recorded in Plat Book 65, Pages 86-88, Public Records of Seminole County, Florida, and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications, dated September, 2003 and filed with the COUNTY Department of Environmental Services; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from October 19, 2005,

NOW THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from October 19, 2005 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

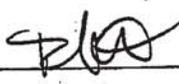
The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall

be jointly and severally liable hereunder to reimburse the COUNTY the total costs thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages either direct or consequent which have been sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 19th day of October 2005.

Address: CENTEX HOMES, a Nevada general partnership (SEAL)
PRINCIPAL

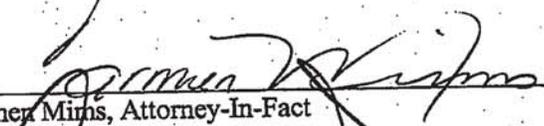
385 Douglas Ave., Suite 2000
Altamonte Springs FL 32714

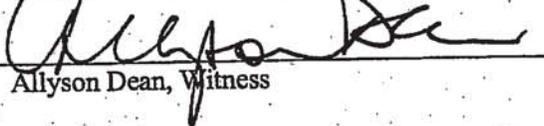
By:  Its: Patrick J. Knight,
Division President

ATTEST: _____ Its: _____
(If a corporation)

Address: ARCH INSURANCE COMPANY (SEAL)
SURETY

135 N. Los Robles Ave.
Suite 825
Pasadena CA 91101

By: 
Carmen Mims, Attorney-In-Fact

ATTEST: 
Allyson Dean, Witness

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Philip N. Bair, Janie Cermeno, Vicie Coleman, Allyson Dean, Brian M. Lebow and Carmen Mims of Houston, TX (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Vice President, the seal of the Company, and certifications by the Vice President, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



MADDEN

engineering, inc.
CIVIL ENGINEERS

October 6, 2005

Becky Noggle
Seminole County
600 W. Lake Mary Blvd.
Sanford, FL 32773

RE: ADDISON PLACE

Dear Becky:

The items listed below were determined from the contracted total for construction of Addison Place:

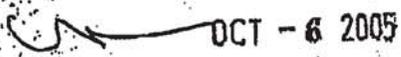
<i>Sanitary Sewer System</i>					
4" Force Main	80	LF	\$	24.00	\$ 1,920.00
Jack & Bore 4" Force Main	1	LS	\$	16,500.00	\$ 16,500.00
10" X 4" Tapping Sleeve & Valve	1	EA	\$	8,250.00	\$ 8,250.00
Fittings	1	LS	\$	515.00	\$ 515.00
Lift Station	1	LS	\$	80,280.00	\$ 80,280.00
Sanitary Manholes	6	EA	\$	785.00	\$ 4,710.00
8" PVC Sanitary 0-6	691	LF	\$	17.00	\$ 11,747.00
8" PVC Sanitary 6-8	439	LF	\$	18.25	\$ 8,011.75
Single Services	5	EA	\$	345.00	\$ 1,725.00
Double Services	11	EA	\$	360.00	\$ 3,960.00
SUBTOTAL					\$ 137,818.75

<i>POTABLE WATER SYSTEM</i>					
8" Water Main	910	LF	\$	13.00	\$ 11,830.00
6" Water Main	64	LF	\$	15.00	\$ 960.00
4" Water Main	472	LF	\$	9.50	\$ 4,484.00
8" Gate Valve	2	EA	\$	820.00	\$ 1,640.00
2" Blow Off Valves	2	EA	\$	475.00	\$ 950.00
Fire Hydrant Assembly	1	EA	\$	2,350.00	\$ 2,350.00
Single Services	9	EA	\$	475.00	\$ 4,275.00
Double Services	9	EA	\$	455.00	\$ 4,095.00
30" X 8" Tapping Sleeve & Valve	1	EA	\$	5,085.00	\$ 5,085.00
Fittings	1	LS	\$	9,340.00	\$ 9,340.00
SUBTOTAL					\$ 45,019.00

TOTAL PROJECT \$ **182,637.75**

If you have any questions please feel free to contact our office.

Sincerely,


Charles M. Madden, P.E.
President

Charles M. Madden, P.E.
600 W. Lake Mary Blvd. Sanford, FL 32773
407-329-1111

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of the original Water and Sewer Maintenance Bond for the project known as Deer Run Villas

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve the Release of the original Water and Sewer Maintenance Bond in the amount of \$8,620.00 for the project known as Deer Run Villas.

District 1 Bob Dallari

Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Maintenance Bond #6360542-2 dated 09/13/05 (Centex Homes) in the amount of \$8,620.00 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Deer Run Villas.

STAFF RECOMMENDATION:

Staff recommends the Board to approve the release of the original Water and Sewer Maintenance Bond in the amount of \$8,620.00 for the project known as Deer Run Villas.

ATTACHMENTS:

1. Original Bond and Request to Release Letter

Additionally Reviewed By: No additional reviews

CENTEX HOMES

Orlando Division

2301 Lucien Way, Suite 400
Maitland, FL 32751

Office: (407) 661-2150
Land Fax: (407) 389-0653

March 4, 2008

Ms. Becky Noggle
Senior Coordinator – Environmental Services
Seminole County Environmental Services
500 W. Lake Mary Boulevard
Sanford, FL 32773-7499

Via Fax: 407-665-2019

Re: **Release of Maintenance Bond**
Project Name: Deer Run Villas
Bond #: 6360542-2 / Amount: \$8,620.00
District #1

Per Seminole County's letter dated March 4, 2008, Centex Homes has fulfilled all maintenance requirements as specified according to the inspection conducted by the County on February 5, 2008.

Centex Homes is hereby requesting release of the maintenance bond listed above. Please send original bond to my attention at 2301 Lucien Way, Suite 400, Maitland, FL 32751. If you have any questions, please feel free to contact me at 407-661-6204.

Sincerely,



Carolyn S. Hunt
Land Development Administrator
Centex Homes – Orlando Division
(407) 661-6204
cshunt@centexhomes.com

cc: File

ENVIRONMENTAL SERVICES DEPARTMENT



March 4, 2008

Centex Homes
Carolyn Hunt
385 Douglas Ave.
Altamonte Springs, FL 32714

Re: Maintenance Bond

Project Name: Deer Run Villas
Bond# 6360542-2
Amount: \$8,620.00
District #1

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **02/05/08** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Letter of Credit.

As of **2/05/08**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

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

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

A handwritten signature in black ink that reads "B. Noggle for". The signature is written in a cursive style.

Chip Tyre
Sr. Utilities Inspector

c: Project File

MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

Bond No. 6360542-2

That we, CENTEX HOMES, a Nevada General Partnership, whose address is 385 Douglas Avenue, Suite 2000, Altamonte Springs, Florida 32714, hereinafter referred to as "PRINCIPAL" and SAFECO INSURANCE COMPANY OF AMERICA, whose address is 1600 N. Collins Blvd., Richardson TX 75080, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY" in the sum of Eight Thousand Six Hundred Twenty and 08/100*** (\$8,620.00) (10% of original approved estimate or contract cost) for the payment of which we bind ourselves, heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents:

WHEREAS, the PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as Deer Run Villas, The Villas at Deer Run, a plat of which is recorded in Plat Book 68, Pages 21, 24, Public Records of Seminole County, Florida, and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications, dated APRIL 13, 20 05 and filed with the COUNTY Department of Environmental Services; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from September 14, 2005,

NOW THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from September 14, 2005 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall

RETURN TO SANDY MCCANN

be jointly and severally liable hereunder to reimburse the COUNTY the total costs thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages either direct or consequent which have been sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 14th day of September 2005.

Address: CENTEX HOMES, a Nevada general partnership (SEAL)
PRINCIPAL

385 Douglas Ave., Suite 2000
Altamonte Springs FL 32714

By: [Signature] Its: DIVISION PRESIDENT

ATTEST: _____ Its: _____
(If a corporation)

Address: SAFECO INSURANCE COMPANY OF AMERICA (SEAL)
SURETY

1600 N. Collins Blvd.
Richardson TX 75080

By: [Signature]
Carmen Mims, Attorney-In-Fact

ATTEST: [Signature]
Edna Weedon, Witness



POWER OF ATTORNEY

Safeco Insurance Companies
PO Box 34526
Seattle, WA 98124-1526

No. 6485

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

PHILIP N. BAIR; JANIE CERMENO; VICIE COLEMAN; ERIC S. FEIGHL; JOYCE A. JOHNSON; JIMMYE LANGFORD; PHYLLIS RAMIREZ; Houston, Texas; JOHN DEAL; BRIAN M. LEBOW; CARMEN MIMS; ALLYSON DEAN; Dallas, Texas**

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 14th day of June, 2005

STEPHANIE DALEY-WATSON, SECRETARY

MIKE PETERS, PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 14th day of September, 2005



STEPHANIE DALEY-WATSON, SECRETARY

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: National Integrated Water Quality Program - Grant Application

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT: 7125

MOTION/RECOMMENDATION:

Approve to partner with the University of Florida to submit a grant application to the US Department of Agriculture requesting up to \$180,000 through their National Integrated Water Quality Program; and authorize the Chairman to execute supporting documents.

County-wide

Jennifer Bero, Barbara Hughes

BACKGROUND:

The US Dept of Agriculture is offering the National Integrated Water Quality Program to develop research or education and extension projects targeted at improving the quality of surface water and groundwater resources. Projects will assist in achieving this goal by advancing and disseminating the knowledge base available to agricultural, rural, and urbanizing communities.

Extension Services staff is interested in partnering with the University of Florida to apply for the grant to support the Florida Lakewatch and Florida Yards and Neighborhoods (FYN) Programs. If awarded, funding would be used to further educate residents about water quality in a watershed. Please see the attached abstract for additional project information.

The grant would request up to \$180,000 (over a 3 year period), of which \$60,000 would be allocated to the Florida Lakewatch Program and \$120,000 to the FYN Program. The grant requires a 50% cash or in-kind match. The match would be accommodated by in-kind services provided by the Extension Services division.

Only academic institutions are eligible to apply. As a result, the University would be the grant recipient, the fiscal agent, and the agency responsible for managing the grant.

STAFF RECOMMENDATION:

Staff recommends the Board approve to partner with the University of Florida to submit a grant application to the US Department of Agriculture requesting up to \$180,000 through their National Integrated Water Quality Program; and authorize the County Manager to execute supporting documents.

ATTACHMENTS:

1. Abstract - Project Summary

Additionally Reviewed By: No additional reviews

**GRANT PROPOSAL REVIEW FORM – ABSTRACT
GRANTS ADMINISTRATION DIVISION**

FUNDER: US Dept of Agriculture

DATE DUE: 4/29/08

PROJECT TITLE: Florida Lakewatch and Florida Yards & Neighborhoods Programs

DEPARTMENT: Community Services Dept; Extension Services Division

PROJECT INITIATOR(S): Barbara Hughes, Extension Services Manager

PROJECT MANAGER/PRINCIPAL INVESTIGATOR: Neta Villalobos-Bell

PROJECT DESCRIPTION: If funding is awarded, the Florida Lakewatch program would train, supervise, and coordinate volunteers who would collect water quality data from lakes in Seminole County. This data collected would be used to publish information circulars. The Florida Yards and Neighborhoods (FYN) Program would present this data to residences in the sixteen (16) Seminole County watersheds, educating them in how to improve water quality through their landscape practices. Follow-up surveys would measure behavior change.

Funding would also be used to further public awareness of the Florida Lakewatch and Florida FYN Programs. Media related promotions would educate the citizens of the watershed and water quality, recruit Lakewatch volunteers, and encourage attendance at FYN Landscape classes for water quality improvements.

TOTAL AMOUNT REQUESTED: \$180,000

MATCHING FUNDS (IF APPLICABLE): \$180,000

SOURCES OF MATCH: Extension Services staff salary (in-kind services)

TOTAL PROJECT COST: \$360,000

GRANT FUNDING IS:

COMPETITIVE

ENTITLEMENT

CONTRACT

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Second Modification of the Subrecipient Agreement for Annual Maintenance of Mutual Aide Radio Cache (MARC) Units

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT: 7125

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the corrective, second Modification of the Subrecipient Agreement for Annual Maintenance of Mutual Aide Radio Cache (MARC) Units, correcting the intended, effective date of the Modification.

County-wide

Jennifer Bero

BACKGROUND:

During their meeting held February 26, 2008, the Board of County Commissioners approved the first Modification to the FY 2006-07 State Homeland Security Grant Program Subrecipient Agreement for Sustainment Funds for Annual Maintenance to MARC Units. The modification revised the Agreement expiration and reimbursement deadline dates from January 31, 2008 to May 31, 2008 for the listed maintenance items on the MARC units. The Modification also increased the allocation for sustainment reimbursement from \$19,648.88 to \$22,524.34. However, the Modification's effective date was not corrected to reflect the intended, retroactive effective date of November 15, 2007.

The State Fire Marshall is requesting further modification to correct the effective date to reflect November 15, 2007, instead of the date the modification is fully executed. This revision corrects the unintended consequence of the prior Modification instrument not being effective until after the technical expiration date of the original agreement. The changes allow sufficient, extra time for the State to process the applicable, extended expenditure requests of Seminole County. Mutually agreed upon modifications to the original agreement are permissible under the terms and conditions of paragraph 6 of the original agreement, subject to the requirements of Chapter 287, Florida Statutes.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the corrective, second Modification of the Subrecipient Agreement for Annual Maintenance of Mutual Aide Radio Cache (MARC) Units correcting the effective date thereof to November 15, 2007 as originally intended.

ATTACHMENTS:

1. Mod to 06-07 MARC Unit Agreement

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

**MODIFICATION OF 2006-2007 STATE HOMELAND SECURITY GRANT PROGRAM
SUBRECIPIENT AGREEMENT FOR EXPENDITURE OF LOCAL GOVERNMENT UNIT
FUNDING FOR SUSTAINMENT FUNDS FOR ANNUAL MAINTENANCE CONTRACT FOR
MUTUAL AIDE RADIO CACHE (MARC) UNIT
FM 241**

THIS MODIFICATION is made and entered into by and between the State of Florida, Department of Financial Services, Division of State Fire Marshal (“Department”) and the Seminole County Board of County Commissioners (“Subrecipient”), to modify the 2006-2007 State Homeland Security Grant Program Subrecipient Agreement for Expenditure of Local Government Unit Funding for Sustainment Funds for Annual Maintenance Contract for Mutual Aide Radio Cache (MARC) Unit FM 241 (“the Agreement”), on December 24, 2007.

WHEREAS, the Department and Subrecipient entered into Agreement; and

WHEREAS, the Agreement presently provides that Subrecipient’s final request for grant reimbursement be submitted to the Department by no later than December 31, 2007 and further provides that said Agreement itself shall expire on January 31, 2008; and

WHEREAS, the Department and Subrecipient desire to modify the Agreement by extending the expiration date and the permitted final date for submission of requests for reimbursement as set forth herein;

WHEREAS, the Department and Subrecipient desire to modify the Agreement to document the list of items that are required to be purchased for sustainment of the MARC units within this funding cycle, and for which the Department will reimburse the Subrecipient with the sustainment funds awarded in the Agreement, and

WHEREAS, the Department and Subrecipient desire to modify the Agreement to change the total allocation for sustainment reimbursement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. This Modification shall be effective November 15, 2007.
2. The provision of the Agreement that defines the expiration date thereof is hereby amended to have an expiration date of May 31, 2008. Final requests for reimbursement should be submitted no later than the expiration date of the Agreement as modified hereby. Any requests received after May 31, 2008, may not, in the discretion of Department, be reimbursed.
3. The document attached hereto as Exhibit A, shall define the items that are required to be purchased for sustainment of the MARC units within this funding cycle, and for which the Department will reimburse the Subrecipient with the sustainment funds allocated for reimbursement in this Modification. If any sustainment funds remain after the purchase of the required items, the Department

will reimburse additional expenditures according to normal sustainment procedure. The total allocation is changed from \$19,648.88 to \$22,524.34.

4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

5. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, as of the effective date of this modification.

IN WITNESS WHEREOF, the parties hereto have executed this document as set forth below.

SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS

DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL

By: Brenda Carey, Chairman

By: Les Hallman, Director

Date: _____

Date: _____

ATTEST:

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

Approved as to form and legality:

County Attorney

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Urban Area Securities Initiative (UASI) Memorandum of Agreement

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT: 7125

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Memorandum of Agreement (MOA) with the Orange County Sheriff's Office to secure participation in the Urban Area Securities Initiative.

County-wide

Jennifer Bero, Alan Harris

BACKGROUND:

In accordance with the Urban Area Security Initiative (UASI) Strategy, the Orange County Sheriff's Office is administering a US Department of Homeland Security grant. This grant program financially supports regional homeland security projects identified in the Orlando Area Strategy. The Orlando Urban Area consists of five contiguous Central Florida counties, with Seminole County identified as one of several key partners.

Approval of the proposed Memorandum of Agreement (MOA) will formalize Seminole County's participation in the initiative. The MOA will also provide a contract vehicle by which projects funded by the UASI grant can be employed and utilized by Seminole County for homeland security and domestic preparedness purposes, and will permit Seminole County to receive specialized equipment and training.

There is no requirement for matching funds. A budget amendment request will be presented at a later date to allocate the dollar value of the equipment and training to be received.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Memorandum of Agreement (MOA) with the Orange County Sheriff's Office to secure participation in the Urban Area Securities Initiative.

ATTACHMENTS:

- 1. Agreement

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Arnold Schneider)</p>
--

MEMORANDUM OF AGREEMENT (MOA)
FOR PARTICIPATING ORLANDO
URBAN AREA SECURITY INITIATIVE (UASI) AGENCIES

This Agreement is entered into this _____ day of _____, 2008, by and between the Orange County Sheriff's Office (OCSO), a political subdivision of the State of Florida, (the "Administrative Agency") and Orange, Seminole, Brevard, Lake, Osceola, and Volusia Counties, political subdivisions of the State of Florida; the participating municipalities within said counties, municipal corporations of the State of Florida; and the Greater Orlando Aviation Authority (GOAA) a special district in the State of Florida, collectively known as the "Orlando/Orange Urban Area (O/OUA) Participants.

RECITALS

WHEREAS, the Office of Grants and Training (G & T) is providing financial assistance to the Orlando/Orange Urban Area in the amount \$5,432,000 dollars (\$5,600,000 less the 3% State Management and Administration) through the FY 2007 Urban Area Security Initiative (UASI); and

WHEREAS, the OCSO is the administrative agent for the Orlando UASI Grant Project; and

WHEREAS, as the G & T requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the UASI Grant Project and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, the Urban Area has been defined as the City of Orlando, Orange, Seminole, Brevard, Lake, Volusia, and Osceola Counties; and

WHEREAS, the Orange County Sheriff's Office anticipates that it will be sub granting a portion of the equipment to the O/OUA Participants FY 2007 UASI Grant Project; and

WHEREAS, the OCSO wishes to work with the O/OUA Participants through the Urban Area Working Group process to enhance the Orlando/Orange Urban Area and its surrounding jurisdictions ability to respond to a terrorist threat or act.

WHEREAS, on or about the 3rd of January 2008, the Orange County Sheriff's Office entered into an agreement with the State of Florida, Department of Community Affairs (hereinafter referred to as the DCA) for a Federally Funded Sub grant Agreement, # 08-DS-62-06-58-02-268; CFDA Number 97.067.

NOW THEREFORE, in consideration of the foregoing, the parties here to agree as follow:

I. PURPOSE

- A. This Agreement delineates responsibilities of the OCSO and the O/OUA Participants for activities under the FY 2007 Urban Areas Security Initiative (UASI) Grant Project, which was made available by the U.S. Department of Homeland Security (DHS), through the Office of Grants and Training (G & T) and the State of Florida Division of Emergency Management (DEM).
- B. This Agreement serves as the Scope of Work among all Participants and the OCSO.

II. SCOPE

- A. The provisions of this Agreement apply to FY 2007 UASI activities to be performed at the request of the Federal government, provided at the option of the OCSO, and in conjunction with, preparation for, or in anticipation of, a major disaster or emergency related to terrorism and or weapons of mass destruction.
- B. No provision in this Agreement limits the activities of the Urban Area Working Group or its Sponsoring Agency in performing local and state functions.

III. DEFINITIONS

- A. Critical Infrastructure. Any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.
- B. Core County. The county within which the core city is geographically located.
- C. Urban Areas Security Initiative (UASI) Grant Project (FY 2007). The U.S. Department of Homeland Security (DHS), Office of Grants & Training (G & T) Urban Areas Security Initiative (UASI) Grant Project (FY 2003) reflects the intent of Congress and the Administration to enhance and quantify the preparedness of the nation to combat terrorism.
- D. National Incident Management System (NIMS). This system will provide a consistent nationwide approach for Federal, State, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command; training; identification and
- E. Urban Area Working Group (UAWG). The State Administrative Agency (SAA) Point of Contact (POC) must work through the Mayor/CEOs from all other jurisdictions within the defined urban area to identify POCs from these jurisdictions to serve on the Urban Area Working Group. The Urban Area Working Group will be responsible for coordinating development and implementation of all program elements, including the

urban area assessment, strategy development, and any direct services that are delivered by G & T.

- F. UASI Grant Programs. UASI Grant Programs are being provided to address the unique equipment, training, planning, and exercise needs of large high threat urban areas, and program activities must involve coordination by the identified core city, core county/counties, and the respective State Administrative Agency. Funding for the FY 2007 UASI Grant Project is authorized by Public Law 108–11, the Emergency Wartime Supplemental Appropriations Act, 2003. The funding will provide assistance to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism for the selected urban areas.
- G. Urban Area. An urban area is limited to inclusion of jurisdictions contiguous to the core city and county/counties, or with which the core city or county/counties have established formal mutual aid agreements.

IV. OCSO SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department within the OCSO, authorized to carry out the herein agreed upon responsibilities of the Memorandum of Agreement.
- B. Coordinating with core counties, with the respective State Administrative Agency, and with the G & T. Conducting a comprehensive Urban Area assessment, this in turn, will guide development of an Urban Area Homeland Security Strategy.
- C. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.

- D. Developing a comprehensive Urban Area Homeland Security Strategy and submit to the SAA POC.
- E. Complying with the requirements or statutory objectives of federal law.
- F. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- G. Complying with all grant agreement requirements and/or special conditions.
- H. Submitting required programmatic and financial reports.

V. THE O/OUA PARTICIPANTS SHALL BE RESPONSIBLE FOR:

- A. Providing an administrative department, which shall be the main liaison and partner with the OCSO, authorized to carry out the herein agreed upon responsibilities of the Memorandum of Agreement.
- B. Developing sub grants for municipalities within each county in accordance with UASI Grant Project requirements. O/OUA Participants and sub grantees must abide by the grant requirements including budget authorizations, required accounting and reporting on fund usage, use of funds only for the intended purpose, and tracking of federally funded assets.
- C. Submitting budget detail worksheets for direct purchases of equipment or services.
- D. Complying with all FY 2007 UASI Grant Project requirements.
- E. Participating as a member of the Urban Area Working Group to include coordinating with and assisting the Orlando/Orange Urban Area in conducting a comprehensive Urban Area assessment, which in turn, will guide development of an Urban Area Homeland Security Strategy.
- F. Ensuring the participation of the following critical players in the assessment and strategy development processes: law enforcement, emergency medical services,

emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.

- G. Assisting the Orlando/Orange Urban Area in development of a comprehensive Urban Area Homeland Security Strategy.
- H. Complying with the requirements or statutory objectives of federal law.
- I. Ensuring satisfactory progress toward the goals or objectives set forth in the grant application.
- J. Following UASI Grant Project agreement requirements and/or special conditions.
- K. Submitting required reports.
- L. Utilizing equipment obtained from the UASI Grant Program during exercises and actual emergencies. If the agency is incapable of utilizing the equipment it shall be made available to another partner agency for use during exercises and actual emergencies. Failure to either utilize the equipment or make it available to a partner agency may result in a loss of funding and/or equipment to the agency.
- M. All equipment obtained from the UASI Grant Program is the sole responsibility of the receiving agency. This includes, where applicable, maintenance, replacement, training on equipment, and insuring equipment and personnel.
- N. Ensuring required NIMS Awareness Course is completed by relevant personnel.
- O. Providing a signed document recognizing NIMS in principle and policy.

VI. THE OCSO AND THE O/OUA PARTICIPANTS AGREE:

- A. That funding acquired and identified for the Urban Areas Security Initiative will be administered solely by the OCSO.

- B. The O/OUA Participants will provide financial and performance reports to OCSO in a timely fashion. The OCSO will prepare consolidated reports for submission to the grantor agency.
- C. The OCSO is not responsible for personnel salaries, benefits, workers compensation or time related issues of any Participating Agency personnel.
- D. OCSO and all other Participants are subdivisions as defined in Chapter 768.28, Florida Statutes, and each agree to be fully responsible for their respective acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any participant to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement or any other contract.
- E. For the purposes of executing the conditions established in this MOA, the Participating Agency POC will be the County / City Administrator or designee. The Orange County Sheriff's Office and Orlando Police Department or designees will remain the UASI POC, with input provided by the County / City Administrator or designee.
- F. Agree to enroll in the NIMCAST self-assessment.

NOTICES

Any notices required to be given herein shall be directed to the following contact persons.

Brevard County Sheriff's Office

POC: Sheriff J.R. Parker

Address: 700 South Park Avenue, Titusville, FL 32780

Phone: 321-264-5201 **Fax:** 321-264-5360

Email: jack.parker@bcso.us

Brevard County Emergency Management

POC: Bob S. Lay, Director

Address: 1746 Cedar Street, Rockledge, FL 32955

Phone: 321-637-6670 **Fax:** 321-633-1738

Email: bob.lay@brevardcounty.us

City of Kissimmee

POC: Chief Robert L. King

Address: 200 W. Dakin Avenue, Kissimmee, FL 34741

Phone: 407-518-2222 **Fax:** 407-933-8604

Email: rking@kissimmee.org

City of St. Cloud

POC: Alan MacAllaster

Address: 900 Minnesota Avenue, St. Cloud, FL 34769

Phone: 407-957-8483 **Fax:** 407-957-8491

Email: amacallaster@stcloud.org

Lake County Sheriff's Office

POC: Sheriff Gary S. Borders

Address: 360 West Ruby Street, Tavares, FL 32778

Phone: 352-343-9501 **Fax:** 352-343-9533

Email: gborders@lcso.org

Lake County Emergency Management

POC: Jerry Smith, Director

Address: 315 West Main Street, Suite 411 Tavares, FL 32778-7800

Phone: 352-343-9420 **Fax:** 352-343-9728

Email: jsmith@lakecountyfl.gov

Orange County Sheriff's Office

POC: Sheriff Kevin Beary

Address: 2500 W. Colonial Drive, Orlando, FL 32803

Phone: 407-254-7018 **Fax:** 407-254-7014

Email: Kevin.beary@ocfl.net

Orange County Emergency Management

POC: Preston Cook, Director

Address: 6590 Amory Court, Winter Park, FL 32793

Phone: 407-836-9140 **Fax:** 407-836-9147

Email: preston.cook@ocfl.net

Orlando Emergency Management

POC: Manuel Soto, Emergency Manager

Address: 110 N. Andes Avenue, Orlando, FL 32802

Phone: 321-235-5437 Fax: 407-249-4605

Email: Manuel.Soto@CityofOrlando.Net

Orlando Police Department

POC: Chief Val B. Demings

Address: 100 South Hughey Avenue, Orlando, FL 32801

Phone: 407-246-2401 Fax: 407-246-3889

Email: val.demings@cityoforlando.net

Osceola County Sheriff's Office

POC: Sheriff Robert E. Hansell

Address: 2601 E. Irlo Bronson Memorial Highway, Kissimmee, FL 34744

Phone: 407-348-1155 Fax: 407-348-1115

Email: rhan@osceola.org

Osceola County Emergency Management

POC: David Casto, Director

Address: 320 N. Beaumont Avenue, Kissimmee, FL 34741

Phone: 407-343-7000 Fax: 407-343-6823

Email: dcas@osceola.org

Seminole County Sheriff's Office

POC: Sheriff Donald F. Eslinger

Address: 100 Bush Blvd, Sanford, FL 32773

Phone: 407-665-6635 Fax: 407-665-6654

Email: deslinge@seminolesheriff.org

Seminole County Emergency Management

POC: Alan Harris, Emergency Manager

Address: 150 Bush Blvd, Sanford, FL 32773-6179

Phone: 407-665-5017 Fax: 407-665-5036

Email: aharris@seminolecountyfl.gov

Volusia County Sheriff's Office

POC: Sheriff Ben F. Johnson

Address: 123 West Indiana Avenue, Deland, FL 32721-0569

Phone: 386-254-4697 Fax: 386-822-5074

Email: bjohnson@vcso.us

Volusia County Emergency Management

POC: Charlie Craig, Director

Address: 49 Keyton Drive, Daytona Beach, FL 32124-1069

Phone: 386-258-4088 ext. (1505) Fax: 386-248-1742

Email: ccraig@co.volusia.fl.us

Greater Orlando Aviation Authority

POC: Duane Kann

Address: Centerfield Fire Station, P.O. Box 620125, Orlando, FL 32862-0125

Phone: 407-825-3022 **Fax:** 407-855-6753

Email: dkann@goaa.org

OCSO shall be advised of any changes within 5 (five) business days.

VII. FINANCIAL AGREEMENTS

- A. Financial and Compliance Audit Report: Recipients that expend \$500,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133.
- B. The Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of FY 2006 UASI Grant Program assistance for audit and examination purposes, provided that, in the opinion of the Secretary of Homeland Security or the Comptroller General, these documents are related to the receipt or use of such assistance. The grantee will also give the OCSO or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.
- C. Financial Status Reports are due within 30 days after the end of each calendar quarter. A report must be submitted for every quarter that the award is active, including partial calendar quarters, as well as for periods where no grant activity occurs.
- D. The O/OUA Planner will submit a Categorical Assistance Progress Report to describe progress to date in implementing the grant and its impact on homeland security in the state.
- E. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the participants.

VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. The Participants will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.
- B. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.
- C. This Agreement may be modified or amended only in writing and approval by all the participants.
- D. This Agreement may be terminated by any participant on thirty (30) days written notice to OCSO and the return of any and all equipment that has been received through the UASI Funding program.
- E. This Agreement shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior Memorandum of Agreement among the participants, written or oral, except for any executor obligations that have not been fulfilled.
- F. This Agreement may be executed in several parts, each of which shall be considered a valid MOA, provided that each of the participants to the Agreement has executed at least one (1) original copy of the Agreement and has transmitted copy of the signature page hereof to the other participants.
- G. This Agreement will end on April 30, 2010 at which time the participants may agree to renew the association. Renewal will be based on evaluation of the OCSO's ability to

conform to procedures, training and equipment standards as prescribed by the Office for Domestic Preparedness (ODP).

ADMINISTRATIVE AGENCY

BY: _____

KEVIN E. BEARY
SHERIFF OF ORANGE COUNTY

DATE: _____

APPROVED AS TO FORM AND LEGALITY

FOR THE RELIANCE OF THE SHERIFF OF
ORANGE COUNTY, FLORIDA

ADMINISTRATIVE AGENCY ATTORNEY

PARTICIPATING AGENCY
Brevard County BCC, a Political
Subdivision of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

Signature page for **Brevard County BCC**

PARTICIPATING AGENCY
Brevard County Sheriff's Office,
a Political Subdivision of the State of
Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

Signature page for **Brevard County Sheriff's Office**

PARTICIPATING AGENCY
The City of Kissimmee, a Municipal
Corporation of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

Signature page for **The City of Kissimmee**

PARTICIPATING AGENCY
The City of St. Cloud, a Municipal
Corporation of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

Signature page for **The City of St. Cloud**

PARTICIPATING AGENCY
Lake County BCC, a Political
Subdivision of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

Signature page for **Lake County BCC**

PARTICIPATING AGENCY
Lake County Sheriff's Office,
A Political Subdivision of the State
of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

PARTICIPATING AGENCY

Orange County BCC, a Political
Subdivision of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

PARTICIPATING AGENCY
The City of Orlando, a Municipal
Corporation of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

Signature page for **The City of Orlando**

PARTICIPATING AGENCY

Osceola County BCC, a Political
Subdivision of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

PARTICIPATING AGENCY

Osceola County Sheriff's Office,
A Political Subdivision of the State
of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

Signature page for **Osceola County Sheriff's Office**

PARTICIPATING AGENCY
Seminole County BCC, a Political
Subdivision of the State of Florida

ATTEST:

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

By: _____

Typed Name: Brenda Carey, Chairman

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

Signature page for **Seminole County BCC**

PARTICIPATING AGENCY
Seminole County Sheriff's Office,
A Political Subdivision of the State
of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

Signature page for **Seminole County Sheriff's Office**

PARTICIPATING AGENCY
Volusia County BCC, a Political
Subdivision of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

Signature page for **Volusia County BCC**

PARTICIPATING AGENCY

Volusia County Sheriff's Office,

A Political Subdivision of the State
of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

PARTICIPATING AGENCY
Greater Orlando Aviation Authority
Special District of the State of Florida

ATTEST:

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM AND CORRECTNESS

Participating Agency Attorney

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #08-51 - \$300,000 - Public Works - 2001 Infrastructure Sales Tax Fund - CR 46A at Colonial Parkway

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Lin Polk

EXT: 7177

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-51 through the 2001 Infrastructure Sales Tax Fund in the amount of \$300,000 in order to recognize funds received from Colonial Properties and to advance the scheduling of the County Road 46A at Colonial Parkway Intersection Improvement project.

County-wide

Lin Polk

BACKGROUND:

The **County Road 46A at Colonial Parkway Intersection Improvement** project, as described by the Five Year Capital Improvement Program approved by the Board of County Commissioners in the Fall of 2007, added a westbound right turn lane and an additional southbound thru-left lane to the intersection of County Road 46A and Colonial Parkway. The programmed costs for this project consisted of \$75,000 for design costs in FY 2007/08 and an additional \$550,000 for construction costs in FY 2008/09, for a total estimated cost of \$625,000. The design costs of \$75,000 were included in the Adopted Budget for the current Fiscal Year, while the construction costs of \$550,000 were included in the Tentatively Approved Budget for FY 2008/09.

As part of the Concurrency Review Process for the Colonial Town Park Building 400 Office (DR# 06-06000075), it was determined that the westbound right turn lane movement at this intersection was not operating at an acceptable Level of Service. In order to mitigate the traffic impacts from this development, Colonial Properties agreed to provide a payment of \$300,000 for the costs of construction, engineering and inspection (CEI) services for an additional westbound right turn lane. The County received this payment on January 28, 2008. This payment was not reflected in the County's Adopted Budget.

Due to the above activity, the project has been modified. The scope of the project has been amended to remove the construction of the additional southbound thru-left lane. Second, with funding being provided by Colonial Properties, the construction of the remainder of the project has been accelerated into the current year.

The design for this project is currently underway and is expected to be completed by June 2008. Construction of this project is expected to begin by September 2008 and be completed February 2009.

The attached BAR recognizes the funding received from Colonial Properties and provides funding for the construction and CEI services to commence during the current fiscal year. The total cost of the project is now anticipated to be \$375,000, with a net cost to the County of \$75,000. The attached BAR does not effect reserves of the 2001 Infrastructure Sales Tax Fund.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chaiman to execute a Resolution implementing Budget Amendment Request (BAR) #08-51 through the 2001 Infrastructure Sales Tax Fund in the amount of \$300,000 in order to recognize funds received from Colonia Properties and to advance the scheduling of the County Road 46A at Colonial Parkway Intersection Improvement project.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By: No additional reviews

2008-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Works**
Fund(s): **200 Infrastructure Sales Tax Fund**

PURPOSE: To recognize funding received and to fund construction of the CR 46A at Colonial Center Intersection Improvement project.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

Account Number	Project #	Account Title	Amount
11541.366150.077541	00191659	Proportionate Share Payments (CR 46A at Colonial Center)	\$ 300,000
Total Sources			\$ 300,000

Uses:

Account Number	Project #	Account Title	Amount
11541.077541.560670	00191659	Roads (CR 46A at Colonial Center)	\$ 300,000
Total Uses			\$ 300,000

BUDGET AMENDMENT RESOLUTION

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

Attest:

Maryanne Morse, Clerk to the Board of County Commissioners

By: _____
Brenda Carey, Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

FS Recommendation	
Fredrik Coulter	3/27/08
Analyst	Date
Budget Manager	Date
Director	Date
08-51	
BAR	

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Administrative Code Amendment and Fee Resolution for Natural Lands Summer Camp

DEPARTMENT: Leisure Services

DIVISION: Natural Lands

AUTHORIZED BY: Joe Abel

CONTACT: Lori Harsock

EXT: 2001

MOTION/RECOMMENDATION:

Approve an amendment to the County Administrative Code and fee resolution for Natural Lands Summer Camp to allow the Department to administer and manage the program with the established fees of \$135.00 per student.

County-wide

Amy Raub

BACKGROUND:

In cooperation with partners, the Natural Lands Division has hosted a very successful summer camp program at the Ed Yarborough Nature Center in the Geneva Wilderness Area for the past seven years. This year, the Natural Lands Division wishes to administer the camp through the Leisure Services Department. The summer camp serves middle school aged students from age 11-13. Two weeks of summer camp are provided, with 18 students in each week. Previously, the charge for the camp was \$125.00 per student to pay for contractors, camp supplies and water for participants. The Natural Lands Division is requesting an amendment to the Administrative Code to add a fee resolution in order to administer the summer camp. The cost of the camp to the students will be \$135.00 per student, which allows enough funds for two scholarships, camp supplies and payment for instructors.

STAFF RECOMMENDATION:

Staff recommends that the BCC approve the Amendment to the Administrative Code and the execution of the fee resolution for Natural Lands Division Summer Camp.

ATTACHMENTS:

1. Fee Schedule
2. Resolution
3. Economic Impact Statement

Additionally Reviewed By:

- Budget Review (Ben Crawford, Lin Polk, Lisa Spriggs)
- County Attorney Review (Ann Colby)
- Revenue Review (Cecilia Monti, Lisa Spriggs)

SECTION 20. FEE RESOLUTIONS
20.35 LEISURE SERVICES SCHEDULE

A. PURPOSE. To establish a fee schedule for the Leisure Services Department in the day-to-day operations, to cover all of the costs for Parks and Recreation programs operated by Seminole County, and to encourage co-sponsorship of sporting events between the County and sporting event sponsors and recognizes that the normal fixed fees charged users for use of County fields, courts and other facilities may not be appropriate for co-sponsored tournaments and that co-sponsorship with shared tournament revenues may be more advantageous to the County.

B. PARKS AND RECREATION FEE SCHEDULE ¹

Activity	Fees
(1) TENNIS	
Court Rental - 8:00 am - 5:00 pm	4.00 hour/court
Court Rental - 5:00 pm - 10:00 pm.	6.00 hour/court
Lessons (Junior & Adult; 1 hour)	9.00 person/lesson
Women's/Men's/Mixed Doubles/	2.00 hour/person
Round Robin Tennis Programs	
Junior Training Program	13.00/2-hour lesson/person
(includes court usage from 12 p.m. - 5 p.m.)	
Team League Fees &	
Multiple Booking Rentals	a. \$100.00 team/full season (8 months)
	b. \$ 50.00 team/half season (4 months)
Tennis Tournament (County Sponsored)	
Registration Adult Singles	34.00 person
Registration Adult Doubles	35.00 team
Registration Rookie Tournaments	30.00 person
Registration Junior	34.00 person
Ball Machine Rental	5.00/hour plus court fee
Ball System	11.00/hour
Ball Hopper	3.00 each
Tennis Balls	5.00 per can
Court Rental for Outside Tournaments	4.00/scheduled match
(2) RACQUETBALL	
Court Rental 8:00 am - 10:00 pm	6.00 hour/court

¹ NOTE: A portion of some of the fees is remitted to the Florida Department of Revenue as sales tax.



Racquetball Round Robin (weekly).....	4.00/person/hour
Racquetball Tournament	
Junior	
1st Event.....	10.00
2nd Event.....	5.00
On Site Registration.....	5.00 additional fee
Adult	
1st Event.....	20.00
2nd Event.....	10.00
3rd Event.....	5.00
On Site Registration.....	5.00 additional fee
Racquetballs.....	5.00 per can

(3) ATHLETIC FIELD AND ROLLER HOCKEY RINK RENTALS

8:00 am - 5:00 pm.....	16.00 hour/field or rink
5:00 pm - 10:00 pm.....	23.00hour/field or rink
Basketball court reservation.....	6.00 hour/court
County Softball Tournament Entry Fee.....	225.00 team
Maintenance Crew (2 people & equipment)	40.00 per hour
(Crew charge effective after 3:30 pm weekdays and all day Saturdays, Sundays and County Holidays.)	

(4) ADULT LEAGUES

Softball League	
(includes ASA fee & trophies)	400.00/team/season
Senior Softball League	
(1 umpire/Senior Leagues).....	340.00 team/season
Basketball.....	17.50 game/team
Protest Fee.....	50.00 per protest

(5) YOUTH GROUPS/LEAGUE PLAY

Softball	
League Play 8:00 am – 5:00 pm	16.00/hour/field
League Play 5:00 pm – 10:00 pm	23.00/hour/field
Football/Soccer	
League Play 8:00 am – 5:00 pm	16.00hour/field
League Play 5:00 pm – 10:00 pm	23.00/hour/field
Tournaments	
8:00 am – 5:00 pm	16.00/scheduled game
5:00 pm – 10:00 pm	23.00/scheduled game

(6) CAMPING

Lake Mills Park (up to 4 campers)	15.00 site/day
Group Camping (non-profit groups only)	30.00 site/day
Mullet Lake Park (up to 4 campers)	15.00 site/day

(7) PAVILION RESERVATIONS:

Pavillion rentals must be paid for in full upon being reserved.

Lake Mills Park	
Large Pavilion.....	50.00 1/2 day
Small Pavilion.....	30.00 1/2 day
Red Bug Lake Park	
Large Pavilion.....	50.00 1/2 day
Small Pavilion.....	30.00 1/2 day
Sanlando Park	
Large Pavilion.....	50.00 1/2 day
Small Pavilion.....	30.00 1/2 day
Sylvan Lake Park	
Large Pavilion.....	50.00 1/2 day
Small Pavilion.....	30.00 1/2 day

(8) SPORTS TRAINING FACILITY

(a) Laundry Room.....	16.00/hour
(b) Shower/Dressing room.....	16.00/hour
(c) Training Room.....	16.00/hour
(d) Weight Room	16.00/hour
(e) Multipurpose room A or B.....	16.00/hour
(f) Conference room A	16.00/hour

Meeting rooms may be utilized by County Departments and Agencies at no cost subject to availability.

(9) NOT FOR PROFIT CAMP/PROGRAM RATES

Non profit organizations shall be granted a 25% discount on all Parks & Recreation Division designated fees.

(10) CO-MANAGED OR CO-SPONSORED TOURNAMENTS/EVENTS

Fees may be collected for events/tournaments owned and controlled by local, state, regional or national organizations at a variable rate as determined by the organization and the County. A portion of these fees may be returned to the organization as per contractual requirements on a case-by-case basis.

Event staff (per staff member) 30.00/hr
 (Number of staff required to be determined by Parks & Recreation Manager based upon the size and complexity of event.)

(11) MIDWAY COMMUNITY CENTER RENTAL

Full Day 50.00 8 a.m. – 10 p.m.

(12) DAMAGE ASSESSMENT FEES

Additional fees may be assessed if damage or loss occurs or if extra clean-up is required, as determined by the Parks & Recreation Division Manager.

(13) CREDITS AND REFUNDS

Administrative adjustments may be made to the above fees for Parks and Recreation to provide for refunds and credits when approved by the Manager of Parks and Recreation. Credits and refunds for programs and rentals are issued for injury, illness, and classes cancelled due to inclement weather.

(14) DEPOSITS

For rentals utilizing fields: \$300.00 non-refundable deposit is due upon rental confirmation. Final balance is due prior to start on event day. Deposit is applied to rental balance owed and there will be no refund of deposit.

C. NATURAL LANDS SUMMER CAMP

<u> </u>	<u>(1) Fee for camp (per student).....</u>	<u>\$135.00 per week</u>
<u> </u>	<u>(2) Late Pickup (after 5:00 p.m.).....</u>	<u>\$ 5.00 per day</u>
<u> </u>	<u>(3) Early Drop Off (before 8:30 a.m.).....</u>	<u>\$ 5.00 per day</u>

C.D. AUTHORITY. Resolution 2007-R-166 adopted September 11, 2007
 Resolution 2007-R-42 adopted March 13, 2007

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

WHEREAS, Seminole County Ordinance No. 89-28 created the Seminole County Administrative Code; and

WHEREAS, Seminole County Resolution Numbers 89-R-438 and 05-R-151 adopted the Seminole County Administrative Code; and

WHEREAS, the Seminole County Administrative Code needs to be amended from time to time to reflect changes in the administration of County government, and

WHEREAS, the Board of County Commissioners encourages the participations of students in environmental education; and

WHEREAS, it is common practice for fees to be charged for summer camps; and

WHEREAS, the Board of County Commissioners has determined that fees shall be adopted from time to time, to cover all or a portion of the costs for Natural Lands Division programming; and

WHEREAS, the Board of County Commissioners recognizes that new or revised fees are periodically needed to cover new programs or new costs,

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

The Seminole County Administrative Code is hereby amended by revisions, additions, and deletions in Section 20.35, "Leisure Services Schedule", as more particularly described in the attachment.

ADOPTED this _____ day of _____, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

Attachment
Section 20.35 "Leisure Services Schedule"

Not for Execution

P:\CAO Protected\Admin Samples\Admin Resolution Drafts\08Resolution for 20.35 Leisure Services Schedule.doc

ECONOMIC IMPACT STATEMENT

DATE: April 1, 2008

DEPT./DIVISION: Leisure Services/
Natural Lands

CONTACT PERSON: Amy Raub

EXTENSION: 407-349-0959

DESCRIBE PROJECT/PROPOSAL: For the past seven years, the Natural Lands Division partnered with other agencies (Orlando Science Center and Conserve All-Ways, Inc.) to hold a summer camp. This year, the Natural Lands Division wishes to administer the camp in-house in order to better serve our contractors and the community. The summer camp serves middle school aged students from age 11-13. Two weeks of summer camp are provided, with 18 students in each week. Previously, the charge for the camp was \$125.00 per student to pay for contractors, camp supplies and water for participants. This year, the price will be \$135.00 to cover the above-listed costs plus add funds for two scholarships.

DESCRIBE THE DIRECT ECONOMIC IMPACT OF THE PROJECT/ PROPOSAL UPON THE OPERATION OF THE COUNTY: No funds should have to be paid out of the Natural Lands Division budget to hold the summer camp. Payment by participants will cover payment for contractors (\$3,200.00), printing, County personnel time, camp supplies and if needed, two scholarships. The expenses for the summer camp have been paid out of the Natural Lands Endowment Fund (113010). If the camp is full, the estimated revenue to offset the above expenses will be \$3,900.00.

DESCRIBE THE DIRECT ECONOMIC IMPACT OF THE PROJECT/ PROPOSAL UPON THE PROPERTY OWNERS/TAX PAYERS/CITIZENS WHO ARE EXPECTED TO BE AFFECTED:

In the past, the price of the camp has been \$125.00. This year, the fee will be \$135.00 to allow for two fewer students in the camp and for scholarships if needed. The impact of the \$10.00 change will be minimal to the community and will allow for a lower teacher/student ratio. The program will recover 100% of the cost of the program; therefore, there is a 0 negative impact to tax payers.

IDENTIFY ANY POTENTIAL INDIRECT ECONOMIC IMPACTS, POSITIVE OR NEGATIVE WHICH MIGHT OCCUR AS A RESULT OF THE PROJECT PROPOSAL:

The positive impact of this program is that we foster environmental stewardship to over 5,000 Central Florida citizens and students each year through our environmental education programming, of which summer camp is a part. Additionally, our citizens will be better served by an in-house program.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Right of Way Utilization Permit Maintenance Bond for River Run Christian Church

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Larry Poliner

EXT: 7318

MOTION/RECOMMENDATION:

Authorize the release of the River Run Christian Church Right of Way Utilization Permit Maintenance Bond #70015748 in the amount of \$7,000.00 for the River Run Christian Church Right of Way road improvements.

District 1 Bob Dallari

Larry Poliner

BACKGROUND:

Maintenance Bond #70015748 for \$7,000.00 (Western Surety Company) was required by Section 35.44 (e) *Additional Required Legal Submittals (1) Bonds* of the Seminole County Land Development Code to insure operating conditions have not significantly degraded as a result of the work covered by the River Run Christian Church Right of Way Utilization Permit Maintenance Bond. A two year maintenance inspection was conducted by staff for this project located at 141 River Run Point and it was determined to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the River Run Christian Church Right of Way Utilization Permit Maintenance Bond #70015748 in the amount of \$7,000.00 for the River Run Christian Church road improvements.

ATTACHMENTS:

1. ROW Utilization Permit Maintenance Bond
2. Power of Attorney
3. Request Letter

Additionally Reviewed By:

County Attorney Review (David Shields)

RIGHT-OF-WAY USE PERMITTING

RIGHT-OF-WAY UTILIZATION PERMIT MAINTENANCE BOND
(Streets, Curbs, Storm Drains)

KNOW ALL MEN BY THESE PRESENTS:

That we RIVER RUN CHRISTIAN CHURCH, whose address is 111 RIVER RUN POINT CHUQUOTA FL 32786, hereinafter referred to as "PRINCIPAL" and WESTERN SURETY COMPANY 1615 Phillips Sioux Falls SD 57104, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of \$ 7000.00 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, PRINCIPAL has constructed certain improvements, including streets, curb, storm drains and other appurtenances in that certain public right-of-way known as County Road 419, recorded in Plat Book _____, Page(s) _____, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated Dec. 23, 2004, and filed with the County Engineer of the County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements for a period of two (2) years from JANUARY 31, 2006;

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements for a period of (2) years from JAN 31, 2006, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving the said permit shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 16th day of DECEMBER, 2005.

Name and Address:

RIVER RUN CHRISTIAN CHURCH (Seal)
PRINCIPAL

By: _____ Its: _____
(If a corporation)

Attest: _____ Its: _____
(If a corporation)

Name and Address:

WESTERN SURETY COMPANY
101 S. PHILLIPS AVE.
SIOUX FALLS, SD 57104

Diane Gibson (Seal)
SURETY

By: DIANE GIBSON Its: ATTORNEY IN FACT
its Attorney-in-Fact

Attest: Paula K. Latham
PAULA K. LATHAM

(App L, I.D.C. through Supp 16).



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 70015748

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Dale E. Clark, Brian A. Clark, Robert A. Jacobson, Diane Gibson, Wendy M. Lands, Heidi S. Skiendziel, Johanna McMasters and Maria E. Zaccaro-Duyk its true and lawful attorneys-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, any surety or fidelity bond in an unlimited amount, and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorneys-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

The penal amount of the bond herein described may be increased if there is attached to this Power, written authority so authorizing in the form of an endorsement, letter or telegram signed by the Senior Underwriting Officer, Underwriting Officer, President, Vice President, Assistant Vice President, Treasurer, Secretary, or Assistant Secretary of Western Surety Company specifically authorizing said increase.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Brufat, and its corporate seal to be affixed this 16 day of DECEMBER, 2005.



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } SS

WESTERN SURETY COMPANY

Paul T. Brufat, Senior Vice President

On this 16 day of DECEMBER, in the year 2005, before me, a notary public, personally appeared Paul T. Brufat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 16 day of DECEMBER, 2005

WESTERN SURETY COMPANY

Paul T. Brufat, Senior Vice President



CHURCH OFFICE
141 River Run Point
Chuluota, Florida 32766

CONTACT INFORMATION
[phone] 407.977.LIFE (5433) [fax] 407.977.5683
[web] www.riverruncc.org [email] info@rivrerun.org

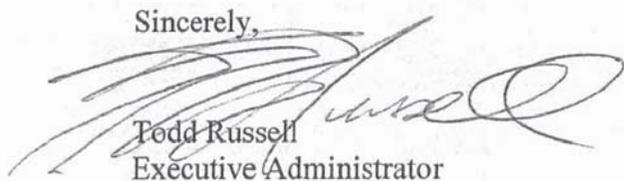
February 6, 2008

Seminole County Government
Planning & Development Department
1301 East Second Street
Sanford, FL 32771-1468

Dear BeJay Harbin,

Please accept this letter as our formal request for release of our Road Maintenance Bond. Per a letter from James Allen dated January 30, 2008, we are fulfilling our obligation in regards to the ROW Utilization Permit Maintenance Bond. If you are in need of further requirements please contact me at 407-977-5433.

Sincerely,



Todd Russell
Executive Administrator

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Maintenance and Escrow Agreement and Cash Maintenance Bond for Sonny's Restaurant at Oviedo Marketplace

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Larry Poliner

EXT: 7318

MOTION/RECOMMENDATION:

Authorize the release of the Sonny's Restaurant at Oviedo Marketplace Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$1,303.75 for the Sonny's Restaurant at Oviedo Marketplace road improvements.

District 2 Michael McLean

Larry Poliner

BACKGROUND:

Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$1,303.75 was required by Section 35.44 (e) *Additional Required Legal Submittals (1) Bonds* of the Seminole County Land Development Code to insure operating conditions have not significantly degraded as a result of the work covered by the Sonny's Restaurant at Oviedo Marketplace Maintenance and Escrow Agreement and Cash Maintenance Bond. A two year maintenance inspection was conducted by staff for this project located at Red Bug Lake Road and Dover Garden Lane, Seminole County and it was determined to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Sonny's Restaurant at Oviedo Marketplace Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$1303.75 for the Sonny's Restaurant at Oviedo Marketplace road improvements.

ATTACHMENTS:

1. Maintenance and Escrow Agreement
2. Cash Maintenance Bond
3. Request Letter

Additionally Reviewed By:

County Attorney Review (David Shields)

SUBDIVISION AND SITE PLAN

PAVING AND DRAINAGE IMPROVEMENTS
MAINTENANCE AND ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of April, 19th, between Sony's Franchise Company, hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, PRINCIPAL has constructed certain paving and drainage improvements in that certain subdivision described as Orlando Cassings, a Plat of which is recorded in Plat Book 47 Pages 80-83, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated 11/22, 19th, (as subsequently revised or amended) and filed with the Seminole County Engineer; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from April 25, 19th; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY cash (U.S. Currency) in the sum of One thousand Three Hundred and Three & 25/100 DOLLARS (\$ 1,303.25).

NOW, THEREFORE, in consideration of the agreements and promises herein made and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The COUNTY agrees to accept the paving and drainage improvements into the County System upon execution of this Agreement and to accept the aforementioned cash as security for the maintenance obligation of the PRINCIPAL.

2. The PRINCIPAL hereby deposits in escrow with COUNTY, the sum of One thousand Three Hundred and Three & 25/100 DOLLARS (\$ 1,303.25) to guarantee that all paving and drainage improvements set forth on plans and specifications for the above subdivision will be maintained in accordance with the terms of this Agreement.

3. The COUNTY agrees to hold said funds and to pay same out in the manner described herein.

4. PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of One thousand Three Hundred and Three & 25/100 DOLLARS (\$ 1,303.25) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from April 25, 19th, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

5. The Seminole County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

6. Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost thereof, including, but not limited to, engineering, construction, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including specifically, specific performance, to which the PRINCIPAL unconditionally agrees.

7. The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, construction, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

Signed, sealed and delivered
in the presence of:

Wendy

Sally's Franchise Company
BY: _____ *CFO*
Date: _____ *4/25/06*

**SUBDIVISION AND SITE PLAN
PAVING AND DRAINAGE IMPROVEMENTS
CASH MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Sony's Franchise Company, as PRINCIPAL is held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of One Thousand Three Hundred and Thirty Dollars (\$ 1,303 ⁷⁵/₁₀₀), which sum has been deposited in escrow with SEMINOLE COUNTY in accordance with the provisions of a Maintenance and Escrow Agreement of even date which is attached hereto and made a part hereof by this reference to it, does bind Sony's Franchise Company, respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the paving and drainage improvements made as shown on Subdivision Plans and Specifications dated 11/26/64, including surveying, engineering, and land clearing, for Circle Crossing Subdivision shall be maintained by the PRINCIPAL for a period of two (2) years or for any extension thereof agreed to by SEMINOLE COUNTY, and if all costs incurred in connection with the maintenance of said improvements shall be made and shall be paid in full, and in accordance therewith and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

DATED: April 25, 192001.

Sony's Franchise Company
[Signature] CFO (SEAL)
Principal

Principal (SEAL)

Principal (SEAL)

(App E, LDC, through Supp 16).



March 3, 2008

Ms. BeJay Harbin
Seminole County
Planning And Development Department
1101 East First Street
Sanford, Florida 32771

Via EMAIL

Re: Sonny's Real Pit Bar-B-Q at Oviedo Marketplace
Two Year Maintenance Bond Inspection
Bond Amount: \$1,303.75

Dear BeJay:

Per our conversation, this letter serves as request to release the above referenced cash bond.

Thanks again for your help. If you require anything further, please do not hesitate to contact me.

Regards,

A handwritten signature in black ink that reads "Tracy McGain". The signature is written in a cursive style.

Tracy McGain
Construction Services Coordinator

Sonny's Franchise Company
2605 Maitland Center Parkway, Suite C
Maitland, Fl. 32751-7139

Phone: 407-660-8888
Fax: 407-660-9050
www.sonnysbbq.com

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Private Road Maintenance Agreement and Irrevocable Letter of Credit for the Orange Boulevard Property a/k/a Landsdowne Subdivision

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Larry Poliner **EXT:** 7318

MOTION/RECOMMENDATION:

Authorize the release of the Orange Boulevard Property a/k/a Landsdowne Subdivision Private Road Maintenance Agreement and Irrevocable Letter of Credit #F846406 in the amount of \$49,575.80 for the Orange Boulevard Property a/k/a Landsdowne Subdivision for road improvements.

District 5 Brenda Carey

Larry Poliner

BACKGROUND:

Maintenance Agreement and Irrevocable Letter of Credit #F846406 for \$49,575.80 (SunTrust Bank) was required by Section 35.44 (e) *Additional Required Legal Submittals (1) Bonds* of the Seminole County Land Development Code to insure operating conditions have not significantly degraded as a result of the work covered by the Orange Boulevard Property a/k/a Landsdowne Subdivision Private Road Maintenance Agreement and Irrevocable Letter of Credit. A two year maintenance inspection was conducted by staff for this project located 4830 Orange Boulevard, Seminole County and it was determined to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Orange Boulevard Property a/k/a Landsdowne Subdivision Private Road Maintenance Agreement and Irrevocable Letter of Credit #F846406 in the amount of \$49,575.80 for the Orange Boulevard Property a/k/a Landsdowne road improvements.

ATTACHMENTS:

1. Maintenance Agreement
2. Irrevocable Letter of Credit
3. Request Letter

Additionally Reviewed By:

County Attorney Review (David Shields)

SUBDIVISION AND SITE PLAN

PRIVATE ROAD MAINTENANCE AGREEMENT
(For use with Letter of Credit)

20
19.05 THIS AGREEMENT is made and entered into this 9 day of May,
between M/T Homes of Orlando LLC,
hereinafter referred to as "PRINCIPAL" and the Lansdowne Homeowner's
Association of Lansdowne subdivision (hereinafter referred to as the
"BENEFICIARY") or, if none, SEMINOLE COUNTY, a political subdivision of the State
of Florida (hereinafter referred to as the "HOLDER"), on behalf of all purchasers
of lots within Lansdowne subdivision.

W I T N E S S E T H:

WHEREAS, PRINCIPAL has constructed certain road improvements, including
streets, curbs, storm drains and other appurtenances in that certain subdivision
described as Lansdowne Subdivision, a Plat of which is recorded
in Plat Book Pages , Public Records of Seminole County,
Florida; and

WHEREAS, the aforesaid road improvements were made pursuant to certain
plans and specifications dated September 13, 2004, (as subsequently revised
or amended) and filed with the BENEFICIARY or the HOLDER, as the case may be; and

WHEREAS, PRINCIPAL is obligated to protect the BENEFICIARY against any
defects resulting from faulty materials or workmanship of said road improvements
and to maintain said road improvements for a period of two (2) years from
May 9, 2005; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL,
PRINCIPAL has obtained and furnished to the BENEFICIARY or to the HOLDER on
behalf of the owners of lots within the subdivision (hereinafter referred to as
LOT OWNERS) a certain Irrevocable Letter of Credit No. F846406 issued by
Sun Trust Bank, in the sum of Forty Nine
Thousand Five Hundred Seventy Five & 80/100 DOLLARS (\$ 49,575.80).

NOW THEREFORE, the BENEFICIARY or the HOLDER on behalf of the LOT OWNERS,
agrees 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 BENEFICIARY or to the HOLDER
on behalf of the LOT OWNERS in the sum of forty Nine Thousand Five Hundred
Seventy Five & 80/100 DOLLARS (\$ 49,575.80) on the condition that, if
PRINCIPAL shall promptly and faithfully protect the BENEFICIARY or LOT OWNERS
against any defects resulting from faulty materials or workmanship of the
aforesaid road improvements and maintain said road improvements for a period of
two (2) years from May 9, 2005, then this obligation shall be null and
void, otherwise it shall remain in full force and effect.

The BENEFICIARY/HOLDER, or LOT OWNER shall notify the PRINCIPAL in writing
of any defect for which the PRINCIPAL is responsible and shall specify in said
notice a reasonable period of time within which PRINCIPAL shall have to correct
said defect.

Should the PRINCIPAL fail or refuse to perform or correct said defects
within the time specified, the BENEFICIARY/LOT OWNERS (which shall include, but
not be limited to any individual lot owner in Lansdowne subdivision)
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 BENEFICIARY/LOT OWNERS (which shall include, but not be limited to any individual lot owner in Lansdowne subdivision), in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including specifically, specific performance, to which the PRINCIPAL unconditionally agrees.

The PRINCIPAL further agrees that the BENEFICIARY/LOT OWNERS (which shall include, but not be limited to any individual lot owner in Lansdowne subdivision), at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to 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 BENEFICIARY/LOT OWNERS should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the BENEFICIARY (which shall include, but not be limited to any individual lot owner in Lansdowne subdivision) the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

[This Agreement and all rights hereunder may be assigned by the HOLDER to the Homeowner's Association of Lansdowne subdivision or to the individual lot owners of Lansdowne subdivision as the case may be.]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

ATTEST/WITNESSES:

Kari Lautenschlager

Signed, sealed and delivered
in the presence of:

Colleen Kay Macaule

BENEFICIARY:

Lansdowne HOA

By: [Signature]

Date: 5-9-05

PRINCIPAL:

M/I Homes of Orlando, LLC

By: [Signature]

Date: 5-9-05

HOLDER:

DEPARTMENT OF PUBLIC WORKS
ROADS DIVISION
SEMINOLE COUNTY, FLORIDA

WITNESSES:

Jeresa Sanchez
Mauden

Mike Arnold
MIKE ARNOLD, MANAGER
~~Deputy Director of Public Works~~
ROADS - Stormwater Division

Date: 6/9/05

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda Items and approved on April 2, 1997.

STATE OF Florida)
COUNTY OF Seminole) SS

The foregoing instrument was acknowledged before me this 9th day of June, 2005, by Michael K. Arnold, who is personally known to me or who has produced as identification.

Linda Gail Blackwelder
Print Name Linda Gail Blackwelder
Notary Public in and for the County and State Aforementioned

My commission expires: April 6, 2008

F:\USERS\ROGER\FRM\LDC105
Rev. 05/30/97



SUNTRUST

IRREVOCABLE LETTER OF CREDIT F846406

ISSUANCE DATE: MAY 12, 2005

ISSUING BANK:
SUNTRUST BANK
25 PARK PLACE, 16TH FLOOR, MC-3706
ATTN: STANDBY LC DEPT.
ATLANTA, GA 30303

BENEFICIARY:
SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS
1101 EAST FIRST STREET
SANFORD, FLORIDA 32771

RE: IRREVOCABLE LETTER OF CREDIT NO. F846406
EXPIRY DATE: SEPTEMBER 30, 2007

BY ORDER OF M/I HOMES OF ORLANDO, LLC, 3 EASTON OVAL, SUITE 500, COLUMBUS, OHIO 43219 WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON SUNTRUST BANK UP TO AN AGGREGATE AMOUNT OF \$49,575.80 (FORTY NINE THOUSAND FIVE HUNDRED SEVENTY FIVE AND 80/100 U.S. DOLLARS) AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT AND A SIGNED STATEMENT OF THE BOARD OF COUNTY COMMISSIONERS THAT "THE PRIVATE ROAD MAINTENANCE AGREEMENT DATED MAY 9, 2005 BETWEEN M/I HOMES OF ORLANDO, LLC AND SEMINOLE COUNTY IS IN DEFAULT."

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 NOT TO RENEW THE LETTER OF CREDIT, IN WHICH CASE, THE COUNTY SHALL BE ENTITLED TO DEMAND AND RECEIVE THE OUTSTANDING AMOUNT OF MONEY REPRESENTED BY THIS LETTER OF CREDIT. IN THE EVENT A DRAW BASED ON EXPIRATION OF THIS LETTER OF CREDIT THE PROCEEDS SHALL BE HELD BY SEMINOLE COUNTY AS A CASH BOND TO SECURE CONTINUED ADHERENCE TO THE TERMS OF THE PRIVATE ROAD MAINTENANCE AGREEMENT WITH M/I HOMES OF ORLANDO, 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 PRIVATE ROAD MAINTENANCE AGREEMENT DATED MAY 9, 2005 AND THE COMPLETION OF M/I HOMES



SUNTRUST

IRREVOCABLE LETTER OF CREDIT F846406

PAGE 2

OF ORLANDO, LLC OBLIGATIONS THEREUNDER, YOU WILL RETURN THE ORIGINAL LETTER OF CREDIT TO THIS BANK MARKED "CANCELLED."

WE HEREBY AGREE WITH YOU THAT 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 SUNTRUST BANK SHALL NOT BE RESPONSIBLE FOR ANY ATTORNEY'S FEES IN EXCESS OF FIFTEEN (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 PRIVATE ROAD MAINTENANCE AGREEMENT DATED MAY 9, 2005, AND REFERENCED HEREIN.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION 500.

ALL DOCUMENTS ARE TO BE REMITTED TO:
SUNTRUST BANK
ATTN: STANDBY LC DEPT. MC: GA-ATL-3706
200 SOUTH ORANGE AVENUE
ORLANDO, FL 32801

OR

SUNTRUST BANK
25 PARK PLACE, 16TH FLOOR, MC-3706
ATTN: STANDBY LC DEPT.
ATLANTA, GA 30303

SUNTRUST BANK



JON CONLEY
MANAGER/VP



Columbus/Cincinnati, Ohio

Indianapolis, Indiana

Tampa Bay/Orlando/West Palm Beach, Florida

Charlotte/Raleigh, North Carolina

Washington D.C.

February 29, 2008

GLEN DENMAN

Seminole County Board of County Commissioners
1301 East 2nd Street
Sanford, FL 32771

RE: RELEASE OF LANDSDOWNE MAINTENANCE BONDS

To whom it may concern:

M/I Homes has completed all required work for the community known as Landsdowne. With the required work complete, approved and through our maintenance period we request that Seminole County release the Maintenance Bond (Bond Nos. F846075 F846406) put in place prior to the issuance of the certificate of completion by Seminole County.

Thank you in advance for your help in this matter and please do not hesitate to contact me with any comments, questions, or concerns as relates to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Justin Campbell", is written over a circular stamp.

Justin Campbell
Land Development Manager

Cc: File

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Private Road Maintenance Bond for Carriage Homes of Dunwoody Commons

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Larry Poliner

EXT: 7318

MOTION/RECOMMENDATION:

Authorize the release of the Carriage Homes of Dunwoody Commons Private Road Maintenance Bond #929367689 in the amount of \$227,035.37 for the Carriage Homes of Dunwoody Commons road improvements.

District 5 Brenda Carey

Larry Poliner

BACKGROUND:

Maintenance Bond #929367689 for \$227,035.37 (Continental Insurance Company) was required by Section 35.44 (e) *Additional Required Legal Submittals (1) Bonds* of the Seminole County Land Development Code to insure operating conditions have not significantly degraded as a result of the work covered by the Carriage Homes of Dunwoody Commons Private Road Maintenance Bond. A two year maintenance inspection was conducted by staff for this project located 4989 Hawkstone Drive, Seminole County and it was determined to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Carriage Homes of Dunwoody Commons Private Road Maintenance Bond #929367689 in the amount of \$227,035.37 for the Carriage Homes of Dunwoody Commons road improvements.

ATTACHMENTS:

1. Private Road Maintenance Bond
2. Power of Attorney
3. Request Letter

Additionally Reviewed By:

County Attorney Review (David Shields)

SUBDIVISION AND SITE PLAN

PRIVATE ROAD MAINTENANCE BOND

BOND NO. 929167689

KNOW ALL MEN BY THESE PRESENTS:

That we, Pulte Home Corporation, hereinafter referred to as "Principal" and Continental Insurance Company, hereinafter referred to as "Surety" are held and firmly bound unto the Dunwoody Commons Condominium Association and each and all purchasers of lots within Carriage Homes at Dunwoody Commons in Seminole County, Florida, and their heirs, successors and assigns, hereinafter referred to as the "Obligee" or "Obligees" in the sum of two hundred twenty seven thousand thirty five and 37/100 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas Principal has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as Carriage Homes at Dunwoody Commons, a plat of which is recorded in Plat Book _____ Page _____, Public Records of Seminole County Florida; and

Whereas, the aforesaid improvements were made pursuant to certain plans and specifications dated October 11, 2004 revised January 31, 2005, and filed with the County Engineer of Seminole County; and

Whereas, Principal is obligated to protect each and every Obligee against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from December 1, 2005.

Now therefore, the condition of this obligation is such that if Principal shall promptly and faithfully protect the Obligees against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from December 1, 2005, then this obligation shall be null and void, otherwise it shall remain in fully force and effect.

Any Obligee may notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon 30 days written notice from any Obligee, or an authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said defects, any Obligee, in view of the health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

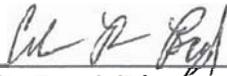
The Principal and Surety further jointly and severally agree that the Obligees shall have the right to correct said defects resulting from faulty materials or workmanship in case the Principal shall fail or refuse to do so, and in the event the Obligees should exercise and give affect to such right, the Principal and the Surety shall be jointly and severally hereunder to reimburse the Obligees the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

(This Bond shall be held by Seminole County, a political subdivision of the State of Florida, on behalf of Obligees and maintained in the public records of Seminole County)

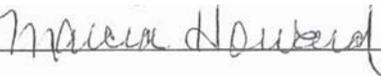
In witness whereof, the Principal and the Surety have executed these presents this 1st day of December 1, 2005.

Address
4901 Vineland Rd, Ste 500
Orlando, FL 32811

Pulte Home Corporation

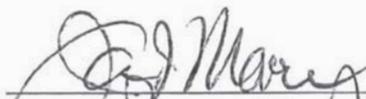


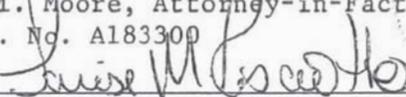
Calvin R. Boyd, Director of Treasury Operations

Attest: 

Address
333 E. Butterfield Road, Ste 810
Lombard, IL 60148

Continental Insurance Company



James L. Moore, Attorney-in-Fact
FL Lic. No. A183300
Attest: 

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a South Carolina corporation, is a duly organized and existing corporation having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Bonnie Kruse, Stephen T Kazmer, Dawn L Morgan, Peggy Faust, Kelly A Jacobs, Melissa Schmidt, Elaine Marcus, JenniferJ McComb, Mary Beth Peterson, Christine Woods, Michael J Scheer, James I Moore, Individually

of Westmont, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the corporation.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 25th day of August, 2005.



The Continental Insurance Company

Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 25th day of August, 2005, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of The Continental Insurance Company, a South Carolina corporation, described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



My Commission Expires March 15, 2009

Maria M. Medina Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a South Carolina corporation, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of December, 2005.



The Continental Insurance Company

Mary A. Ribikawskis Assistant Secretary

ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS }
 } S.S.
COUNTY OF DUPAGE }

On December 1, 2005, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore, known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires on November 29, 2008


Notary Public



NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible.

Form F7310

Bond No. 929367689

Dated: December 1, 2005



February 27, 2008

BeJay Harbin
Development Review Division
Seminole County
1301 E. Second Street
Sanford, FL 32771
Phone: 407-665-7410

RE: **Carriage Homes at Dunwoody Commons**
Request for release of Private Road
Maintenance Bond #929367689 in the amount of \$227,035.37

Dear BeJay:

Please accept this letter as an official request for release of the private road maintenance bond noted above. Please place this bond release request on the agenda for the next Board of County Commissioners regular Board session for approval of its release.

For your records, enclosed please find a copy of the letter from James Allen dated February 22, 2008 indicating the bond can be released.

The original bond should be sent to my attention at the address on this letterhead. Thank you and feel free to contact me at 407-447-9660 should you have any questions.

Respectfully,
PULTE HOME CORPORATION

A handwritten signature in black ink, appearing to read "Diana Cabrera", written over a light gray rectangular background.

Diana Cabrera, CP, LCAM
Land Manager

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Murphy Oil/Wal-Mart Stores East LP Minor Plat**DEPARTMENT:** Planning and Development **DIVISION:** Development Review**AUTHORIZED BY:** Dori DeBord**CONTACT:** Tony Walter**EXT:** 7349**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the minor plat for Murphy Oil/Wal-Mart Stores East, LP for one (1) lot on 0.475 acres zoned PUD (Planned Unit Development), located on the west side of Alafaya Trail, north of West McCulloch Road, within the Hunter's Landing Commercial PUD; in Section 34, Township 21S, Range 31E. (Wal-Mart Stores East, LP applicant).

District 1 Bob Dallari

Tony Walter

BACKGROUND:

The applicant, Wal-Mart Stores East, LP, is requesting approval of the minor plat. The minor plat consists of one (1) lot containing a total of 0.475 acres. The lot is served by Seminole County for public water and sewer. The internal roads are private. The site is located on the west side of Alafaya Trail, north of West McCulloch Road, within the Hunter's Landing Commercial PUD, in Section 34, Township 21 S, Range 31 E. The plat meets all applicable requirements of Chapter 35, Section 35.122. Seminole County Land Development Code and Chapter 177, Florida Statutes.

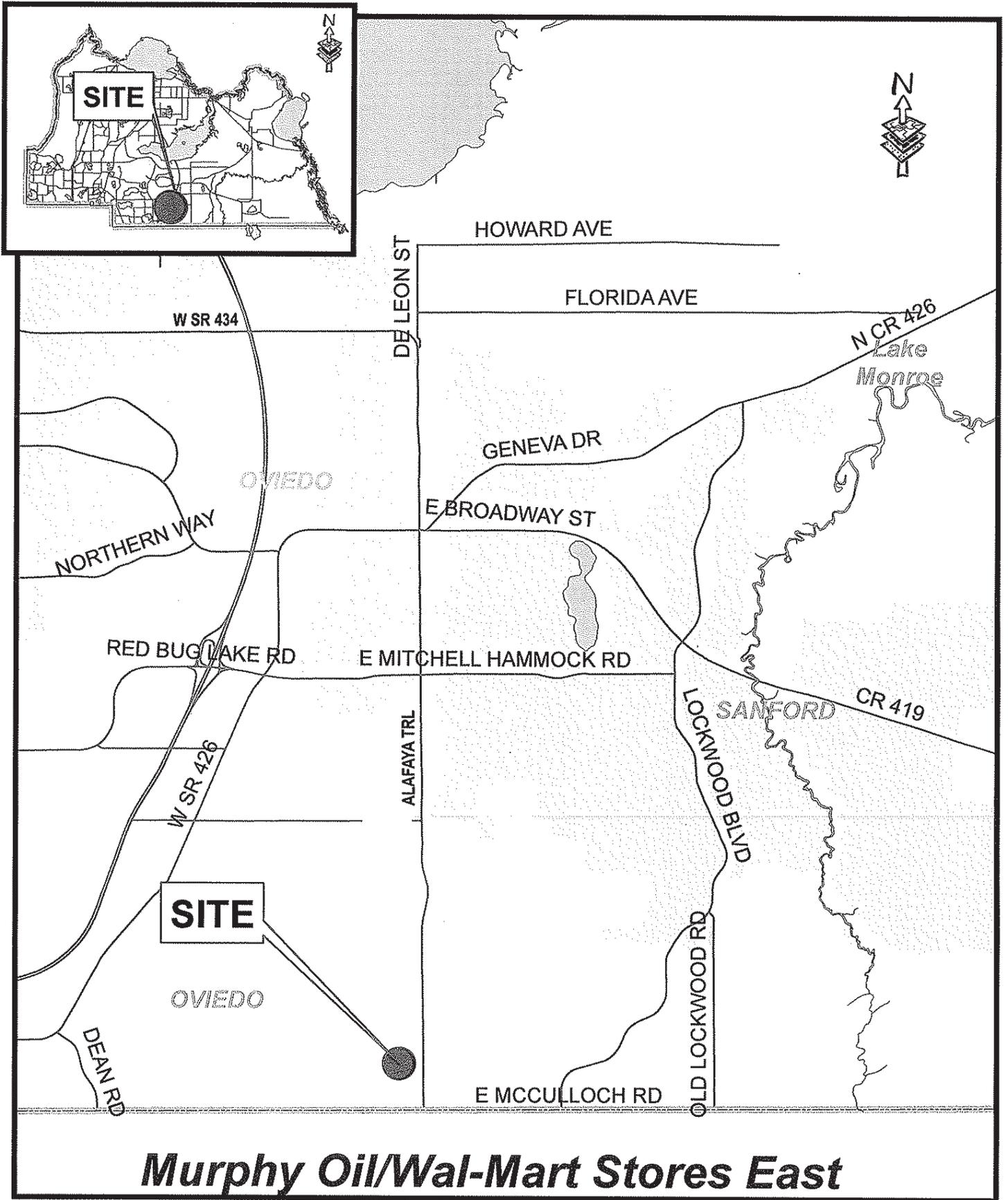
STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the minor plat for Murphy Oil/Wal-Mart Stores East, LP for one (1) lot on 0.475 acres zoned PUD (Planned Unit Development), located on the west side of Alafaya Trail, north of West McCulloch Road, within the Hunter's Landing Commercial PUD, in section 34, Township 21S, Range 31E (Wal-Mart Stores East LP applicant).

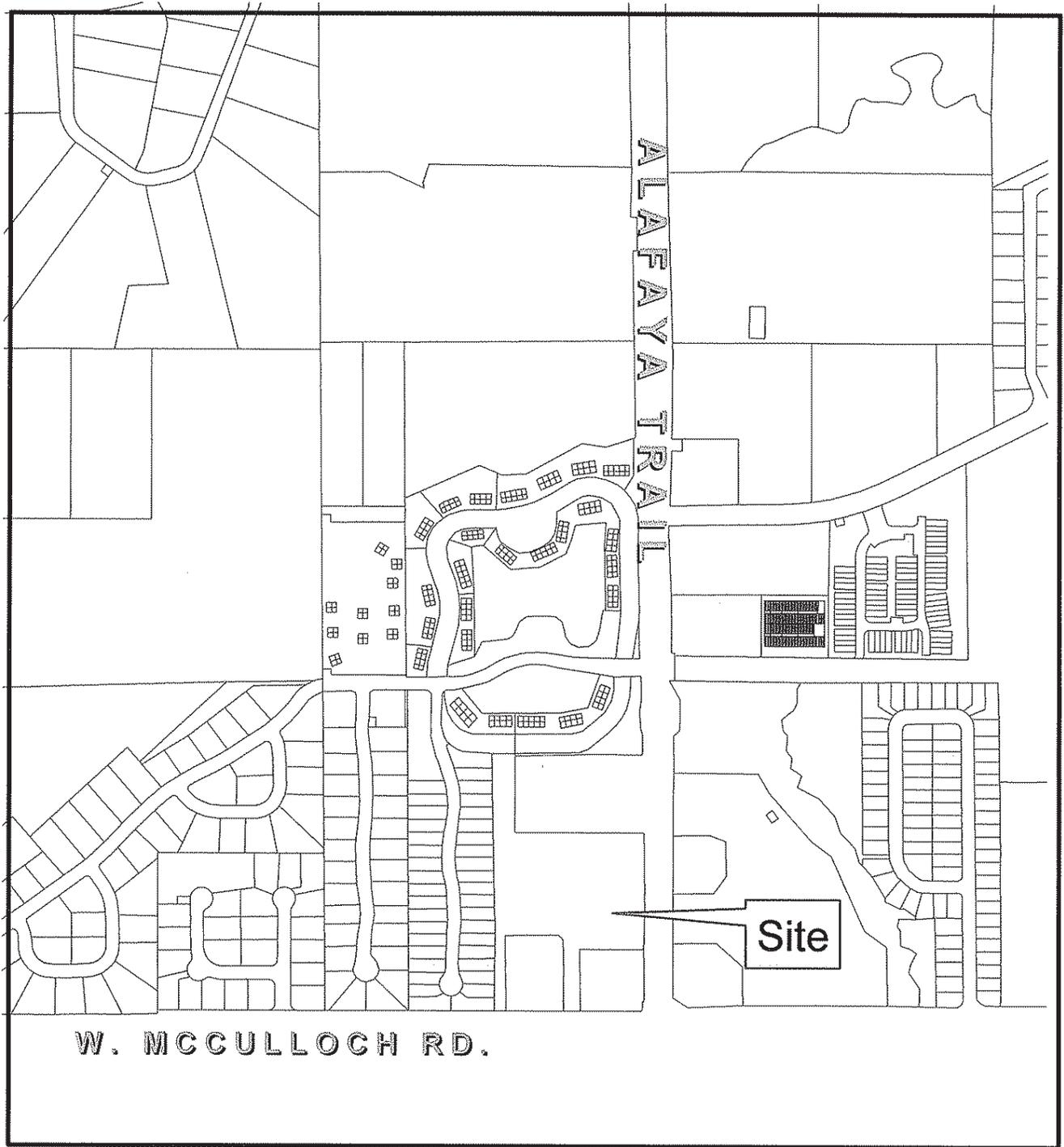
ATTACHMENTS:

1. Maps and Aerials
2. Sketch of Description

Additionally Reviewed By: County Attorney Review (David Shields)

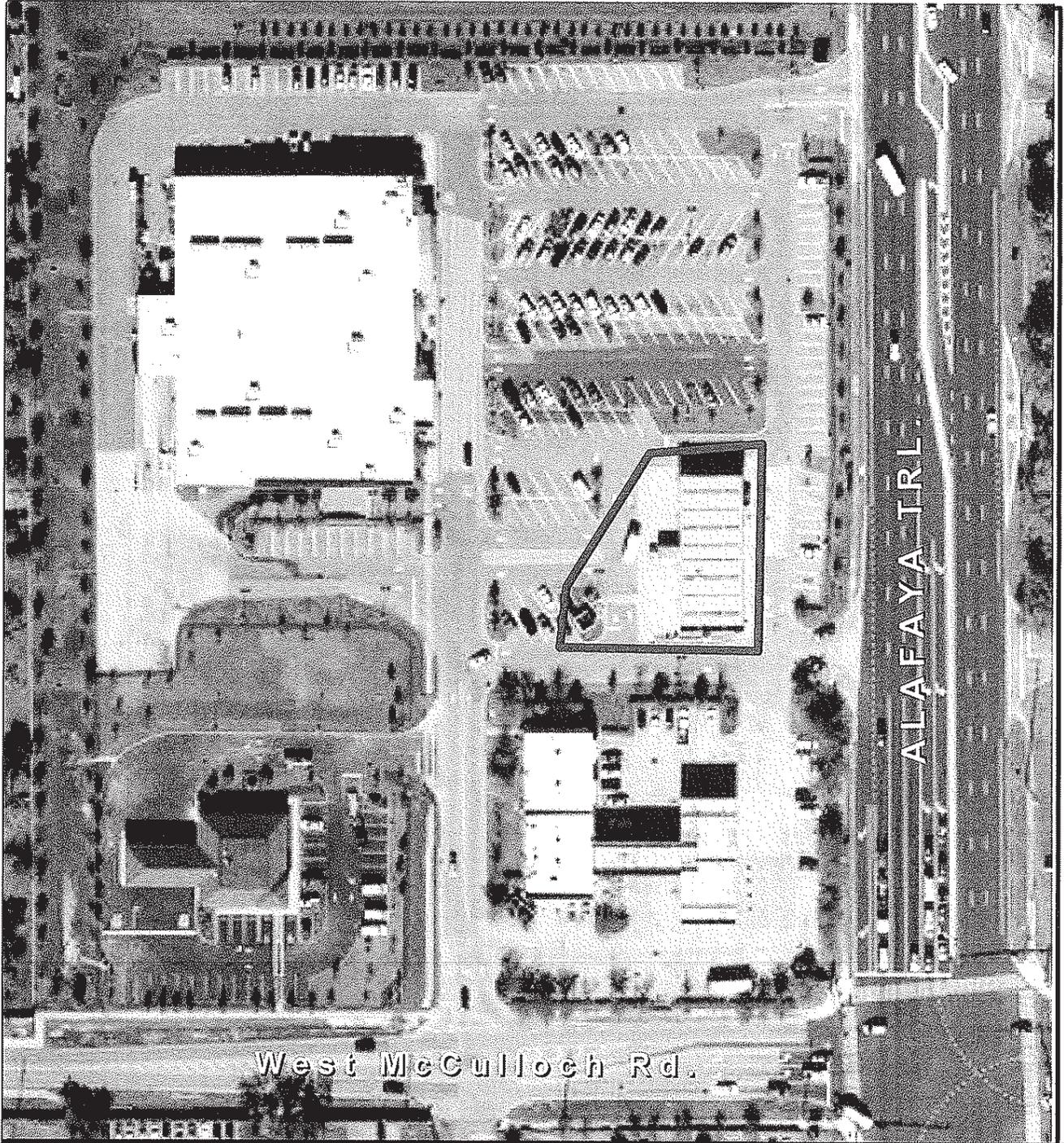


**Murphy Oil/Wal-Mart Stores East
Minor Plat**



Murphy Oil/Wal-Mart Stores East
Minor Plat





Murphy Oil/Wal-Mart
Stores East Minor Plat

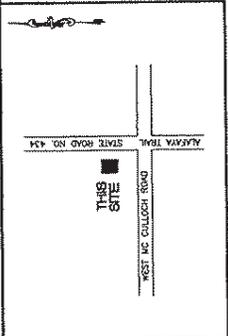


January 2006 Color Aerials

 Subject Property

MURPHY OIL # 6914 - WAL-MART # 5106
A PORTION OF THE SOUTHWEST ONE-QUARTER (1/4) OF
THE SOUTHWEST ONE-QUARTER (1/4) OF
SECTION 34, TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

PREPARED BY:
WILLIAM S. PAYNE, P.S.A.
WSP Consultants, Inc.
SURVEYORS & MAPPERS
 19006 1ST STREET, SUITE 100, LUTZ, FLORIDA 33548
 CERTIFICATE OF AUTHORIZATION NO. LB 7188



VICINITY MAP
 NOT TO SCALE

LEGAL DESCRIPTION

PARCEL 1:
 A parcel of land lying in the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 21 South, Range 31 East, Seminole County, Florida, more particularly described as follows:
 Commence at the Southwest corner of Section 34, Township 21 South, Range 31 East, Seminole County, Florida, thence North 89°45'32" East, along the South line of the Southwest 1/4 of said Section 34, a distance of 664.36 feet; thence leaving said South line, run North 00°45'13" West, a distance of 40.00 feet to the West line of the East monument and the point of intersection of the North right-of-way of Section 34, said point also being the Southeast corner of 659.84 feet of the Southwest 1/4 of said Section 34, thence South 89°45'13" West, along the said West line of the East monument, a distance of 659.84 feet to the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 34 and the East line of said Heritage Dais a distance of 252.88 feet; thence leaving said line run North 89°14'47" East a distance of 425.57 feet to the Point of Beginning; thence North 00°42'53" West a distance of 18.66 feet; thence North 84°34'32" West a distance of 29.17 feet; thence North 30°42'36" West a distance of 112.05 feet; thence North 00°42'56" East a distance of 4.31 feet; thence North 89°17'24" East, a distance of 117.05 feet; thence South 86°55'42" East a distance of 82.23 feet; thence South 02°34'08" West a distance of 61.00 feet; thence South 89°17'24" West a distance of 157.23 feet to the Point of Beginning. Said parcel of land situated within Seminole County, Florida, containing 20.6780 square feet (0.475 Acres), more or less.

PARCEL 2:
 The easements for the benefit of Parcel 1, set forth in the Easements with Covenants and Restrictions Affecting Land Owned by Wal-Mart Stores East, L.P., a Delaware limited partnership, and Murphy Oil USA, Inc., a Delaware corporation, as shown on the plat filed in Official Records Book _____, Page _____, in Seminole County, Florida, over the lands described therein and for the purposes set forth therein.

NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED AND ARE RELATIVE TO THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 34, T21S, R31E, HAVING A BEARING OF N89°45'32"E.
- PLATED UTILITY EASEMENTS ARE ALSO FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF TELEVISION, CABLE TELEVISION, TELEPHONE, GAS OR OTHER PUBLIC UTILITIES. THESE EASEMENTS SHALL NOT INTERFERE WITH THE OPERATION OF CABLE TELEVISION SERVICES, TELEPHONE, GAS OR OTHER PUBLIC UTILITIES. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE OBLIGATED TO REPAIR AND RESTORE THEM TO ORIGINAL CONDITION. PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SUCH AS CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- THE STATE PLANE COORDINATES SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983/1980 (NAD83/80), AS PROJECTED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE) AND ARE BASED ON NATIONAL GEODETIC SURVEY (N.G.S.) SURVEY CONTROL POINTS: S 78 RESET, PID #AK0465 AND GIS 0174 FREDERICK FRANCOIS 3, PID #AK7288.
- NOTHING HEREIN SHALL BE CONSTRUED AS CREATING AN OBLIGATION UPON ANY GOVERNING BODY TO PERFORM ANY ACT OF CONSTRUCTION OR MAINTENANCE WITHIN SUCH DEDICATED AREAS EXCEPT WHEN THE OBLIGATION IS VOLUNTARILY ASSUMED BY THE GOVERNING BODY, PURSUANT TO FLORIDA STATUTES CHAPTER 177.081 (3).
- THE CURRENT ZONING CLASSIFICATION OF THE LANDS TO BE PLATED IS: "PD".
- THE FUTURE LAND USE DESIGNATION OF THE LANDS TO BE PLATED IS: "PD".

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DESCRIPTION OF THE LANDS SHOWN THEREON, AND WILL BE CONSIDERED AS SUCH UNLESS IT IS SUPPLANTED BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PLAT BOOK

MURPHY OIL # 6914 - WAL-MART # 5106
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WAL-MART STORES EAST, L.P., A DELAWARE LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE AFFIXED BY ITS _____ AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE _____ DAY OF _____, 2007.

BY: _____
 PRINTED NAME: _____

BY: _____
 WITNESS: _____

STATE OF ARKANSAS
 COUNTY OF BENTON

THIS IS TO CERTIFY, THAT ON _____ BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID PERSONALLY APPEARED

BY (PRINTED NAME): _____

TITLE: _____

RESPECTIVELY, OF WAL-MART STORES EAST, L.P., PERSONALLY KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE DESCRIBED ABOVE, AND WHOSE NAMES ARE DESCRIBED ABOVE, HAVE SEVERALLY ACKNOWLEDGED THE FOREGOING DEDICATION AND FREE ACT AND DEED AS SUCH OFFICERS THEREUNTO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF SAID CORPORATION IS NOT AND DEED OF SAID CORPORATION.

STATE OF _____

COUNTY OF _____

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THE ABOVE DATE OF _____

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CERTIFICATE OF REVIEW BY COUNTY SURVEYOR

I HAVE REVIEWED THIS PLAT AND FIND IT TO BE IN CONFORMITY WITH CHAPTER 177 FLORIDA STATUTES.

STATE OF FLORIDA, REGISTRATION NUMBER 4989
 COUNTY SURVEYOR FOR SEMINOLE COUNTY, FLORIDA

CERTIFICATE OF SURVEYOR

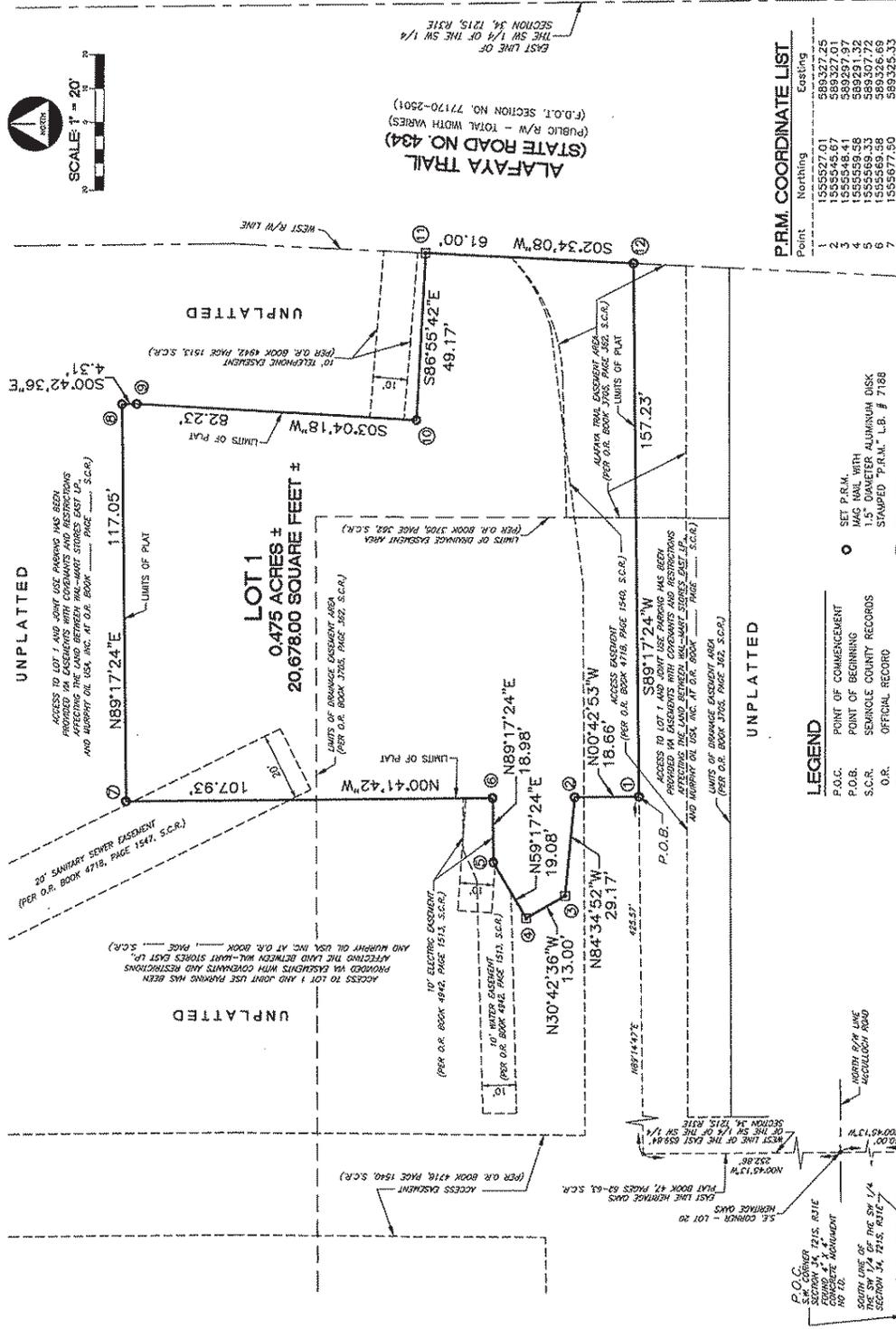
KNOW BY ALL THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED SURVEYOR REGISTERED ON THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT ON OCTOBER 25, 2007, I CONDUCTED A SURVEY OF THE LANDS DESCRIBED AND PLATTED OR SUBDIVIDED ON THE FOREGOING PLAT; THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED OR SUBDIVIDED; THAT THE SURVEY WAS PREPARED UNDER THE RESPONSIBLE DIRECTION AND SUPERVISION OF ME, THE UNDERSIGNED, AND THAT I AM A MEMBER OF CHAPTER 177, PART 1, FLORIDA STATUTES; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED OR SHOWN THEREON AS REQUIRED BY CHAPTER 177, PART 1, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

WILLIAM S. PAYNE, SURVEYOR AND MAPPER #LS 5685
 WSP CONSULTANTS, INC. #LB 7188
 19006 1ST STREET S.W., LUTZ, FLORIDA

DATE _____

MURPHY OIL # 6914 - WAL-MART # 5106
 A PORTION OF THE SOUTHWEST ONE-QUARTER (1/4) OF
 THE SOUTHWEST ONE-QUARTER (1/4) OF
 SECTION 34, TOWNSHIP 21 SOUTH, RANGE 31 EAST
 SEMINOLE COUNTY, FLORIDA

PREPARED BY:
 WALLACE
WSP Consultants, Inc.
 19006 1ST STREET S.W., SUITE 27, 33648
 PHONE (813) 959-4420
 CERTIFICATE OF AUTHORIZATION NO.: LB 7188



P.R.M. COORDINATE LIST

Point	Nothing	Existing
1	1555527.01	589327.25
2	1555446.97	589327.01
3	1555556.58	589327.01
4	1555556.58	589327.01
5	1555556.58	589327.01
6	1555556.58	589327.01
7	1555556.58	589327.01
8	1555556.58	589327.01
9	1555556.58	589327.01
10	1555556.58	589327.01
11	1555556.58	589327.01
12	1555556.58	589327.01

- LEGEND**
- P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - S.C.R. SEMINOLE COUNTY RECORDS
 - O.R. OFFICIAL RECORD
 - P.B. PLAT BOOK
 - P.C. POINT OF CURVATURE
 - L.B. LICENSED BUSINESS
 - R/W RIGHT-OF-WAY
 - P.R.M. PERMANENT REFERENCE MONUMENT
 - F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- SET P.R.M.
 - MAG NAIL WITH 1.5" DIAMETER ALUMINUM DISK STAMPED "P.R.M." L.B. # 7188
 - ⊗ SET P.R.M.
 - ⊗ 4" x 4" CONCRETE MONUMENT WITH 2" DIAMETER ALUMINUM DISK STAMPED "P.R.M." L.B. # 7188

NOTICE:
 THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. PERSONS THAT USE NOT RECORDED INFORMATION OR INSTRUMENTS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release Performance Bond for Walden Chase

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Cynthia Sweet **EXT:** 7443

MOTION/RECOMMENDATION:

Authorize the release of Performance Bond #46BSBDY3701 in the amount of \$570,791.93 for Walden Chase, as requested by Centex Homes, applicant.

District 1 Bob Dallari

Cynthia Sweet

BACKGROUND:

Performance Bond #46BSBDY3701 in the amount of \$570,791.93 was required as part of the Land Development Code Section 35.44 (e) Additional Required Legal Submittals (1) Bonds to secure the construction and completion of the Walden Chase subdivision improvements.

The Performance Bond was replaced with a 2-year Maintenance Bond to insure the maintenance of the subdivision improvements. Staff has conducted the final construction inspection and found that all construction requirements were completed per the approved final engineering plan.

The subdivision is located on the south side of Park Road, approximately 586 feet east of Alafaya Trail (SR 434), and north side of East Palm Valley Drive, within Walden Chase PUD, in Section 34, Township 21 S, Range 31 E.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of Performance Bond #46BSBDY3701 in the amount of \$570,791.93 for Walden Chase, as requested by Centex Homes, applicant.

ATTACHMENTS:

- 1. Performance Bond

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (David Shields)</p>

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT

Bond No. 46BSBDY3701

THAT WE, CENTEX HOMES, a Nevada General partnership, hereinafter called the "Principal", and Hartford Fire Insurance Company Insurance Company, A Surety Company called "Surety" are held and firmly bound to Seminole County, A Political subdivision of the State of Florida, in the full sum of \$ **See. Below and no cents (\$ 570,791.93), lawful money of the United States of America, to be paid to the Board of County Commissioners of Seminole County, to which payment will be truly made. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has, as a condition, precedent to the approval by Seminole County, a Plat of certain subdivision known as Walden Chase Palm Valley, has covenanted and agreed with Seminole County to construct roads, grading, curbs, drainage, lift station, water and sewer systems, and other improvements based upon development plans and plans and specifications being dated _____, and being on file with the county Engineer of Seminole County, Florida.

WHEREAS, it is a condition precedent to the recording of said subdivision that this bond be executed.

NOW THEREFORE, the conditions of these obligations are such that if the bound Principal shall construct the aforesaid improvements in accordance with the Development Plans and plans and specifications dated _____, within the time therein specified and shall in every respect fulfill its, his, their obligations under the development plans and plans and specifications, and shall indemnify and save harmless the County of Seminole against or from all claims, cost expenses, damages, injury, or lost, including engineering, legal and contingent costs which Seminole County may sustain on account of the failure of the Principal to perform in accordance with the development plans and plans and specifications within the time therein specified, then this obligation is to be void; otherwise, same is to be and remain in full force and virtue.

THE SURETY unconditionally covenants and agrees that if the Principal fails to perform all or part of the construction work required by the development plans or plans and specifications above referred to, within the time specified, the Surety, upon forty-five (45) days written notice from Seminole County, or its authorized agent, or officer, of the default, will forthwith perform and complete the aforesaid construction work and pay the cost thereof, including, but not limited to engineering, legal and contingent costs. Should the Surety fail or refuse to perform and complete the said improvements, the County of Seminole, in view of the public interest, health, safety, and welfare factors involved, and inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and equity, including specific performance, to which the Principal and Surety unconditionally agree.

THE PRINCIPAL, and Surety further jointly and severally agree, that the County of Seminole, at it's option, shall have the right to construct or cause to be constructed; the aforesaid improvements in case the Principal shall fail to do so. In the event the County of Seminole should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally liable hereunder, to reimburse the County of Seminole the total cost thereof, including, but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to carry out and execute all the provisions of said agreement.

****Five Hundred Seventy Thousand Seven Hundred Ninety One and 93/100**

IN WITNESS WHEREOF, the Principal and Surety have executed these presents this 3rd day of July 2006.

ADDRESS:
2301 Lucien Way, Suite 400
Maitland, FL 32751

PRINCIPAL:
Centex Homes, A Nevada General Partnership
By: [Signature]
Patrick J. Knight, Division President
(SEAL)

ADDRESS:
17855 Dallas Parkway
Dallas, Texas 75313

SURETY:
Hartford Fire Insurance Company
By: [Signature]
Attorney in Fact Sandra Parker
(SEAL)

Countersigned By: [Signature]
Julia A. Russell - A228695
Florida Resident Agent

[Signature]
Terri L. Morrison

HARTFORD CASUALTY INSURANCE COMPANY

EXECUTIVE OFFICE: Hartford, Connecticut

POWER OF ATTORNEY

Know all men by these Presents, That HARTFORD CASUALTY INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, and having its Executive Office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

DONALD R. GIBSON, SANDRA PARKER, KIMBERLY STRAHM, WILLIAM MARTIN and MELISSA HADDICK of HOUSTON, TEXAS

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed, and to bind HARTFORD CASUALTY INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of HARTFORD CASUALTY INSURANCE COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of the By-Laws of HARTFORD CASUALTY INSURANCE COMPANY, ("The Company") as amended by the Board of Directors at a meeting duly called and held on July 9, 1997, as follows:

Article IV

Section 7. The President or any Vice President or Assistant Vice President, acting with any Secretary or Assistant Secretary shall have power to sign and execute on behalf of the Company any and all policies or contracts of this insurance or reinsurance, together with endorsements, riders or other instruments relating or applicable thereto, and any such policies or contracts of insurance or reinsurance, and endorsements, riders or other instruments relating thereto, so signed and executed, with or without the common seal, shall be valid and binding upon the Company. The signatures of such officers may be affixed to any such instruments by a facsimile, and any such instruments bearing such facsimile signatures shall be valid and binding upon the Company provided they shall also have been countersigned by a duly authorized representative or agent of the Company. Any Executive Officer of the Company shall have power to authorize or to terminate the authorization of, or to confirm the authorization or the termination of the authorization of, any representative or agent of the Company to so countersign any such instruments or to otherwise represent or act on behalf of the Company in the exercise of such power and authority as may be vested in such representative or agent.

Section 8. The President or any Vice President or Assistant Vice President, acting with any Secretary or Assistant Secretary shall have power and authority to sign and execute and attach the seal of the Company to bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and such instruments so signed and executed, with or without the common seal, shall be valid and binding upon the Company.

Section 9. The President or any Vice President or Assistant Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more resident Vice Presidents, resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such resident Vice President, resident Assistant Secretary, or Attorney-in-Fact and revoke the power and authority given to him.

In Witness Whereof, HARTFORD CASUALTY INSURANCE COMPANY has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 15th day of September, 1997.

Attest:

HARTFORD CASUALTY INSURANCE COMPANY

Richard A. Hermanson



John F. Burke

Richard A. Hermanson, Secretary

John F. Burke, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } SS.

On this 15th day of September, A.D. 1997, before me personally came John F. Burke, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice-President of HARTFORD CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } SS.



Jean H. Wozniak

Jean H. Wozniak
Notary Public
My Commission Expires June 30, 1999

CERTIFICATE

I, the undersigned, Secretary of HARTFORD CASUALTY INSURANCE COMPANY, an Indiana Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that that Article IV, Sections 7, 8 and 9 of the By-Laws of HARTFORD CASUALTY INSURANCE COMPANY, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Hartford.

Dated the 3rd day of July 1997



R. L. Post

Robert L. Post, Secretary

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Adoption of a Resolution Accepting a Sidewalk Easement for Property Necessary to Construct a Sidewalk Along a Portion of West 25th Street (County Road 46A)

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Warren Lewis

EXT: 5658

MOTION/RECOMMENDATION:

Adopt a Resolution accepting a Sidewalk Easement from Florida Retail Specialists, Inc., for property needed to construct a sidewalk along a portion of West 25th Street (County Road 46A).

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

The construction of a sidewalk adjacent to West 25th Street (County Road 46A) will require an easement not currently owned by Seminole County. Florida Retail Specialists, Inc., a Florida Corporation, has indicated its willingness to donate said easement as evidenced by the attached executed Sidewalk Easement.

STAFF RECOMMENDATION:

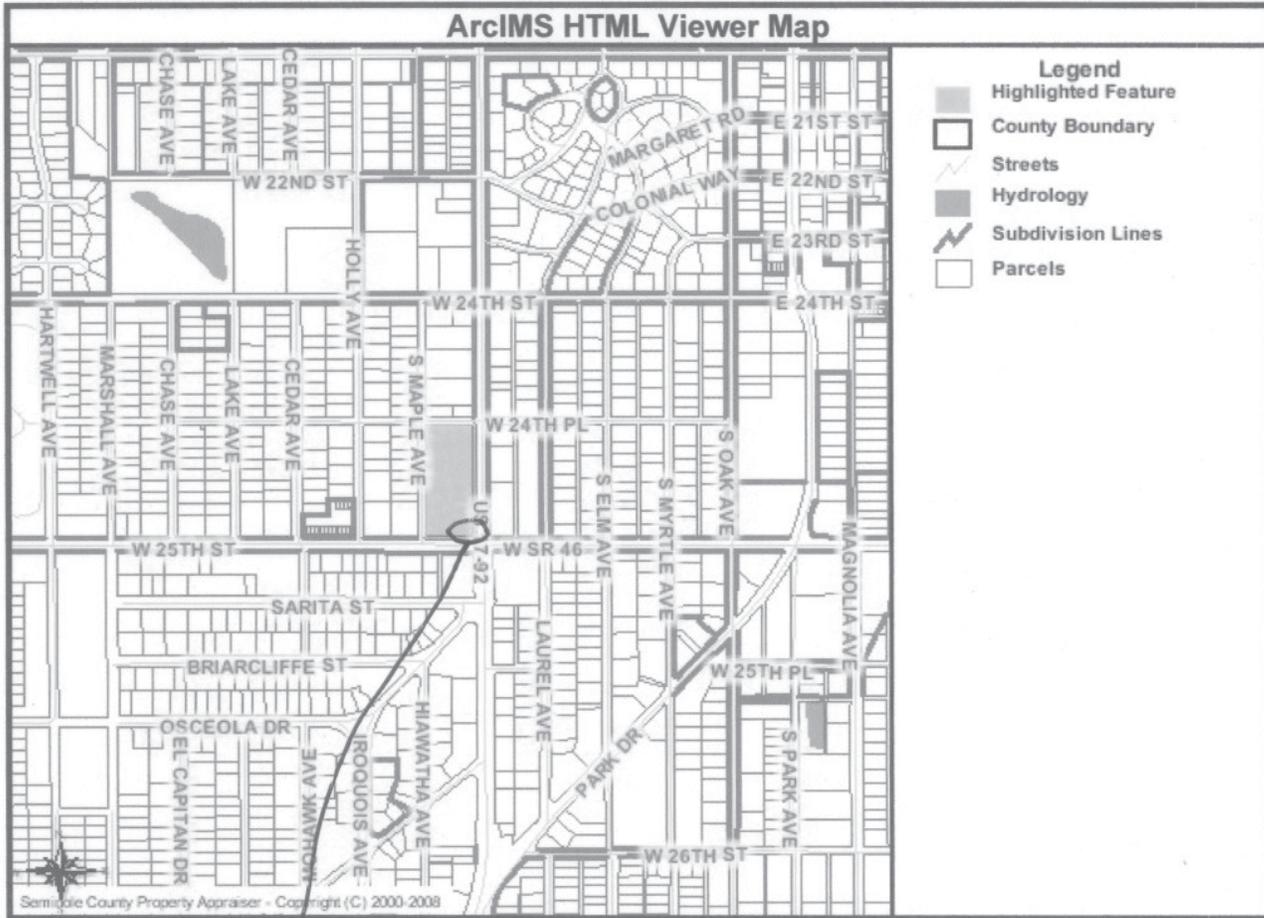
Staff recommends the Board adopt the Resolution accepting a Sidewalk Easement from Florida Retail Specialists, Inc., for property needed to construct a sidewalk along a portion of West 25th Street (County Road 46A).

ATTACHMENTS:

1. Location Map
2. Resolution
3. Sidewalk Easement - W. 2th Street

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Matthew Minter)</p>
--

Location Map



Subject Parcel

RESOLUTION NO. 2008-R-_____

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE _____ DAY OF _____, 2008.

WHEREAS, it has been determined by the Board of County Commissioners of Seminole County that a necessity exists for protection of pedestrians along a portion of W. 25th Street a/k/a County Road 46A, located in Section 36, Township 19 South, Range 30 East, in Seminole County, Florida; and

WHEREAS, the protection of pedestrians will require an easement that is not owned by the County of Seminole; and

WHEREAS, Florida Retail Specialists, Inc., A Florida Corporation has indicated their willingness to donate to Seminole County the required Sidewalk Easement as evidenced by the executed Sidewalk Easement accompanying this resolution.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County, Florida, hereby accepts the accompanying Sidewalk Easement conveying to Seminole County an easement over the land described within the Sidewalk Easement attached hereto.

BE IT FURTHER RESOLVED that the aforementioned Sidewalk Easement be recorded in the Official Records of Seminole County, Florida.

ADOPTED THIS _____ DAY OF _____, 2008.

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

ATTEST:

Brenda Carey, Chairman

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

Prepared under the direction of:
Charles F. Barcus
Program Manager/Right-of-Way
03-06-2008

Document prepared by:
Warren Lewis, R/W-NAC, Right-of-Way Agent
Right-of-Way Section
Seminole County Engineering
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Legal Description Approved by:
Steve L. Wessels, P.L.S.
County Surveyor
Seminole County Engineering
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

SIDEWALK EASEMENT

THIS SIDEWALK EASEMENT is made and entered into this 27 day of February, 2008, by and between FLORIDA RETAIL SPECIALISTS, INC., A Florida Corporation, whose address is 6700 Conroy Road, Orlando, Florida, 32835, hereinafter referred to as the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the GRANTEE;

WHEREAS, the purpose of this grant of easement is to facilitate the GRANTEE'S establishment of continuous sidewalks along its roads and streets for the benefit of the public,

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR does hereby grant and convey to the GRANTEE and its successors and assigns, an exclusive, perpetual, permanent easement and right-of-way for the construction and maintenance of a sidewalk, with full authority to enter upon (by means of abutting property reasonably required to attain such access), construct, reconstruct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a sidewalk over, under, upon, and through the following described lands situate in the County of Seminole, State of Florida, to-wit:

See Sketch of Description and Legal Description attached hereto as Exhibits "A-1" and "A-2."

Property Appraiser's Parent Parcel Identification No.:
36-19-30-524-1600-0010

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE its successors and assigns forever.

GRANTEE its successors and assigns shall have the right to clear, keep clear, remove from said easement all trees, undergrowth and other obstructions that may interfere with location, excavation, operation, repair or maintenance of the sidewalk installed thereon by the GRANTEE, its successors and assigns and the GRANTOR, its successors and assigns agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said easement that may interfere with the location, excavation, operation or maintenance of the sidewalk.

GRANTEE, as part of the consideration for this grant, agrees, to the extent permitted by Section 768.28, Florida Statutes, to hold and indemnify the GRANTOR against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to the GRANTEE'S construction, operation, repair or maintenance of the sidewalk within said easement area. GRANTOR agrees that, to the extent it receives or has actual knowledge of any hazardous or potentially hazardous condition in the easement area, it shall provide written notification thereof to the GRANTEE.

GRANTOR does hereby covenant with the GRANTEE, that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the said easement and that it is free from all encumbrances.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized the day and year first above written.

WITNESSES

(Sign) [Signature]
Print Name: Wanda Smith

(Sign) [Signature]
Print Name: LuAnn Giordano

FLORIDA RETAIL SPECIALISTS, INC.,
A Florida Corporation

[Signature]
Alan C. Charron, Director

(CORPORATE SEAL)

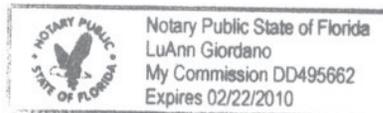
STATE OF FLORIDA)
) SS
COUNTY OF Orange)

I HEREBY CERTIFY, that on this 27 day of February, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Alan C. Charron, Director of FLORIDA RETAIL SPECIALISTS, INC., A Florida Corporation. He is personally known to me or has produced personally known as identification and did/did not take an oath.

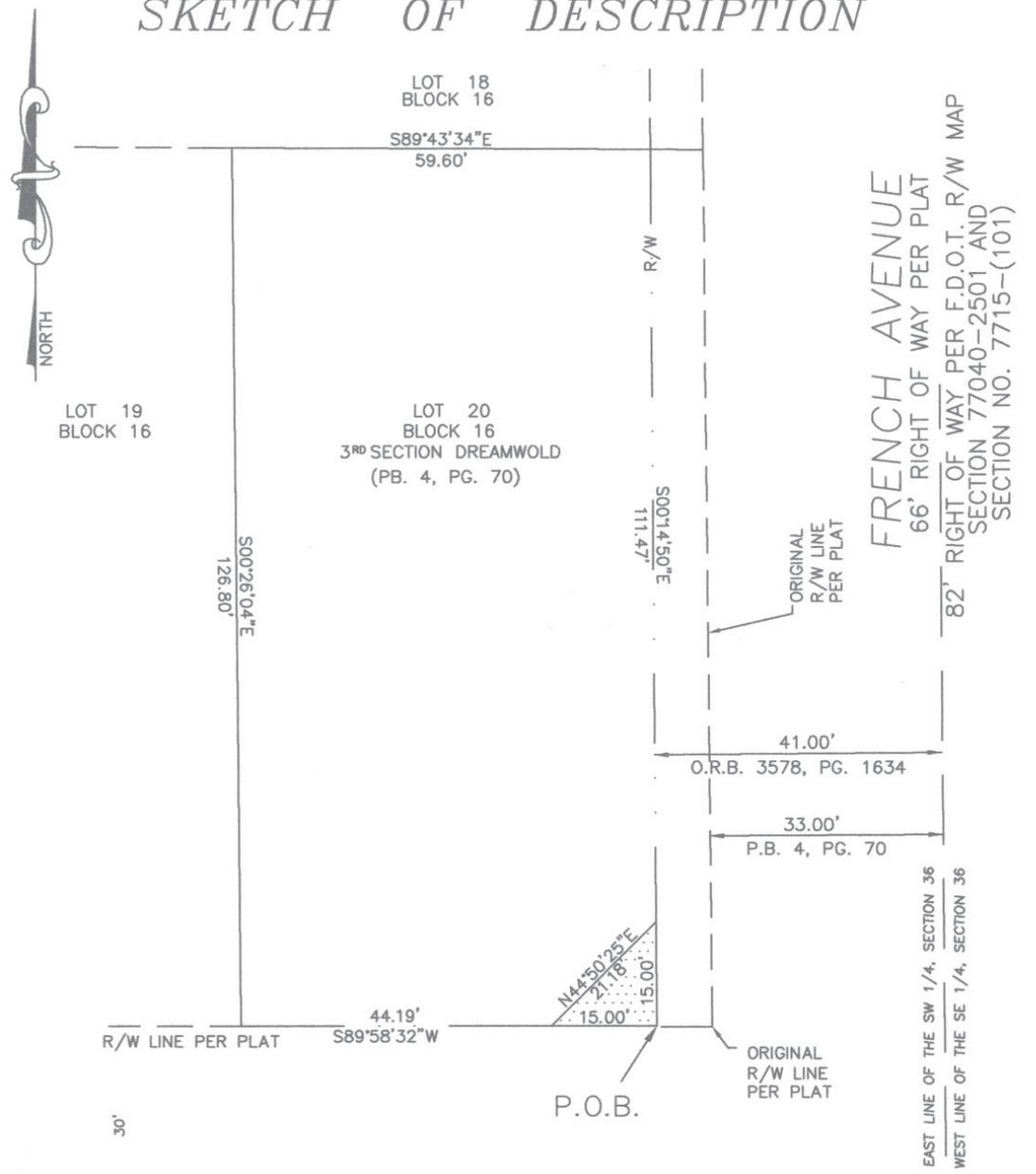
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

[Signature]
Print Name: LuAnn Giordano
Notary Public in and for the County and State Aforementioned

County Attorney



SKETCH OF DESCRIPTION

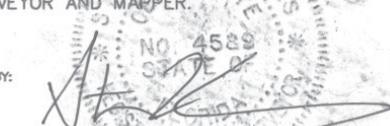


25TH STREET/C.R. 46A
 (GENEVA STREET PER PLAT)
 (A.K.A. H.E. THOMAS JR. PARKWAY)
 65' R/W PER F.D.O.T. R/W MAP SECTION 77040-2501

S 1/4 CORNER OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 30 EAST

SEMINOLE COUNTY
 ENGINEERING DEPARTMENT
 SURVEY SECTION
 520 W. LAKE MARY BLVD.
 SANFORD, FLORIDA 32773
 (407)665-5647

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY: 
 STEVE L. WESSELS, P.L.S., FLA. CERT.# 4589

LEGEND	
<ul style="list-style-type: none"> △ CENTRAL ANGLE (DELTA) R - RADIUS CB - CHORD BEARING L - ARC LENGTH C - CHORD ○ SET IRON PIN OR PIPE ◦ FOUND IRON PIN OR PIPE □ SET CONCRETE MONUMENT ■ FOUND CONCRETE MONUMENT P.O.B. - POINT OF BEGINNING P.O.C. - POINT OF COMMENCEMENT P.O.T - POINT OF TERMINATION R/W - RIGHT OF WAY D - DEED C/L - CENTERLINE UTIL - UTILITY 	<ul style="list-style-type: none"> PB - PLAT BOOK PG - PAGE (S) ORB - OFFICIAL RECORDS BOOK SEC - SECTION - TOWNSHIP - RANGE PCL - PARCEL PC - POINT OF CURVATURE PT - POINT OF TANGENCY PI - POINT OF INTERSECTION PCC - POINT OF COMPOUND CURVE PRC - POINT OF REVERSE CURVE M - MEASURED P - PLAT F - FIELD C - CALCULATED P/L - PROPERTY LINE ESMT - EASEMENT
FIELD DATE: N/A	SCALE: 1"=20'
DATE: 05/07/07	DRAWN BY: L.W.
JOB NAME: 07-019A	CHECKED BY:

LEGAL DESCRIPTION

A portion of that land lying in Section 36, Township 19 South, Range 30 East, Seminole County, Florida; Described as follows: "All of Block Sixteen (16), Third Section of DREAMWOLD, according to the plat thereof recorded in Plat Book 4, Page 70, Seminole County Public Records, less the Easterly Eight (8) feet of Lots Eleven (11) through Eighteen (18), inclusive and less the Easterly Eight (8) feet of Lot Twenty (20) thereof." as recorded in Official Records Book 3180, Page 1647, of the Public Records, Seminole County, Florida.

Said portion of the preceding being more particularly described as follows:

Begin at the intersection of Northerly Right-Of-Way line of 25TH Street/C.R. 46A (Florida Department Of Transportation Right-Of-Way Map Section 77040-2501) and the Westerly Right-Of-Way line of French Avenue (Florida Department Of Transportation Right-Of-Way Map Section 77040-2501 and 7715-(101) being a 41 foot half Right-Of-Way as recorded in Official Records Book 3578, Page 1634, of the Public Records, Seminole County, Florida.); Thence run S89°58'32"W along said Northerly Right-Of-Way line of 25TH street being the South line of said Lot 20 a distance of 15.00 feet; Thence departing said Northerly Right-Of-Way line run N44°50'25"E a distance of 21.18 feet to a point on the Westerly Right-Of-Way line of French Avenue; Thence run S00°14'50"E along said Westerly Right-Of-Way line being the East line of said Lot 20 a distance of 15.00 feet to the Point Of Beginning.

Containing 113 square feet more or less.

SHEET 2 OF 2

SURVEYOR'S NOTES

1. THIS IS NOT A SURVEY.
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.
4. THE GEOMETRY SHOWN HEREON IS BASED ENTIRELY ON THE PLANS PREPARED BY SOUTHEASTERN SURVEYING AND MAPPING AND DATED 11/20/06.

LEGEND

BEARINGS BASED ON :

THE NORTHERLY RIGHT-OF-WAY LINE OF 25TH STREET/C.R.46A

AS BEING S89°58'32"W.

REVISIONS

	DATE	BY	REVISIONS	REQUESTED BY:
1				
2				
3				
4				

JOB NAME: 07-019A	FIELD DATE: N/A	DATE: 05/07/07	SCALE: 1"=20'	DRAWN BY: L.W.	CHECKED BY:
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EXHIBIT "A-2"

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Adoption of a Resolution and Authorization to Enter into a County Incentive Grant Program Agreement with the Florida Department of Transportation in Conjunction with the Midway Regional Stormwater Facility (FDOT Financial Project Number 407355-6-58-01)

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Mark Flomerfelt

EXT: 5709

MOTION/RECOMMENDATION:

Adopt Resolution and authorize the Chairman to execute a County Incentive Grant Program Agreement with the Florida Department of Transportation in conjunction with the Midway Regional Stormwater Facility (IFAS). (Capital Improvement Project #00241701).

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

The County Incentive Grant Program Agreement provides for reimbursement funding from the Florida Department of Transportation (FDOT) to Seminole County in the amount of \$3,528,742, to complete construction of the Midway Regional Stormwater Facility in conjunction with FDOT's State Road 415 Project from the Seminole County Line to Reed Ellis Road in Volusia County (FDOT-FPN: 407355-6-58-01). Materials excavated from the stormwater pond will be transported to the State Road 415 Project and utilized as surcharge embankment.

Seminole County will bid and construct the embankment along the State Road 415 Project with Seminole County's Midway Regional Stormwater Facility. Combining the two projects should result in a cost savings to FDOT and the County.

A Budget Amendment Request will follow on the May 6, 2008, Board meeting to reflect this agreement.

STAFF RECOMMENDATION:

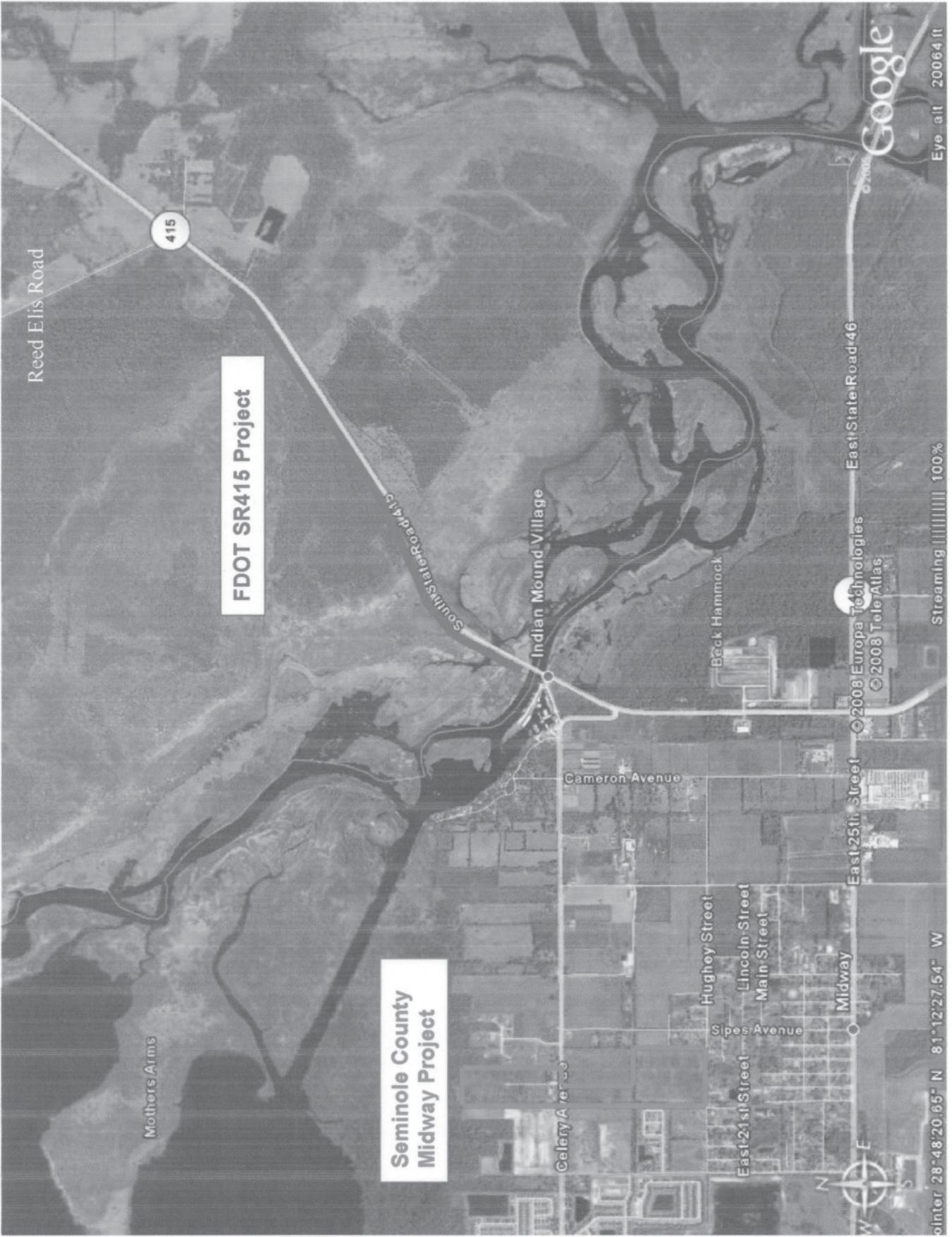
Staff recommends the Board adopt the Resolution and authorize the Chairman to execute a County Incentive Grant Program Agreement with the Florida Department of Transportation in conjunction with the Midway Regional Stormwater Facility (IFAS). Capital Improvement Project #00241701.

ATTACHMENTS:

1. IFAS Location Map
2. Resolution
3. County Incentive Grant Program Agreement - IFAS

Additionally Reviewed By:

- Budget Review (Fredrik Coulter, Lisa Spriggs)
- County Attorney Review (Matthew Minter)



Reed Elis Road

Mothers Arms

**Seminole County
Midway Project**

FDOT SR415 Project

415

Indian Mound Village

Hughes Street
Lincoln Street
Main Street

Sipes Avenue

Midway

Cameron Avenue

Beck Hammock

2008 Europa Technologies
2008 Tele Atlas

East State Road 46



Center 28°48'20.65" N 81°12'27.54" W

Streaming 100%

Google

Eye alt 20064 ft

Location Map

RESOLUTION NO. 2008 - R - _____

SEMINOLE COUNTY, FLORIDA

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 22nd DAY OF APRIL, 2008.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the construction of State Road 415 from the Seminole County Line to Reed Ellis Road in conjunction with the Midway Regional Storm Water Facility; and

WHEREAS, The State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation a County Incentive Grant Program Agreement for the aforementioned project, (FDOT Financial Project # 407355-6-58-01).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation a County Incentive Grant Program Agreement for the aforementioned project, (FDOT Financial Project # 407355-6-58-01).

ADOPTED THIS 22nd DAY OF APRIL, 2008.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

Brenda Carey, Chairman

FM # 407355-6-58-01	Catalog of State Financial Assistance (CSFA) No.: 55-008	Fund: CIGP
Agency: Seminole County	CSFA Title – County Incentive Grant Program	Activity:
Vendor No.: F596000856-065	Contract Amount: \$3,528,742.00	Category:
Contract No:		Obj. Code:
		Org. Code: 55054010508

COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SEMINOLE COUNTY

This Agreement, made and entered into this _____ day of _____, 2008, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and **SEMINOLE COUNTY**, a Charter County and a political subdivision of the State of Florida (hereinafter referred to as the LOCAL GOVERNMENT), and is based on the following premises:

WITNESSETH:

WHEREAS, the Parties have been granted legislative authority to enter into this Agreement pursuant to, but not limited to, Section 334.044, Florida Statutes; and

WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the LOCAL GOVERNMENT has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "B" and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the PROJECT described as: "To Advance the Placement of the Surcharge Embankment for the State Road 415 Project from the Seminole County Line to Reed Ellis Road", in conjunction with the Midway Regional Storm Water Facility", in Fiscal Year 2007/2008, said PROJECT being known as FM#407355-6-58-01, and more fully reflected in the

Scope of Services attached hereto as Exhibit "A" and hereinafter referred to as the "PROJECT";
and

WHEREAS, the implementation of the PROJECT is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the PROJECT. The funds for this PROJECT cannot be used before this County Incentive Grant Program Agreement is executed by both the LOCAL GOVERNMENT and the DEPARTMENT and before any conditions precedent identified herein are met. Any work performed before the execution of this Agreement or prior to the meeting of the conditions precedent will not be reimbursed by the DEPARTMENT; and

WHEREAS, it is a condition precedent of this Agreement that if the LOCAL GOVERNMENT has entered into a written and legally binding agreement with any third party provider of services or funding that is necessary for the LOCAL GOVERNMENT to undertake the PROJECT and to enter into this Agreement; and

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this PROJECT; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project in accordance with the schedule described and contained in Exhibit "C", Schedule of Services. If the LOCAL GOVERNMENT does not maintain or complete the Project in accordance with the schedule, the DEPARTMENT may terminate this Agreement unless an adjustment to the schedule is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement.

2. The DEPARTMENT shall perform necessary preliminary engineering, prepare all design plans for the State Road 415 portion of the PROJECT suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications and provide to the LOCAL GOVERNMENT. The LOCAL GOVERNMENT shall perform necessary preliminary engineering, prepare all design plans for the Midway Regional Stormwater Facility portion of the PROJECT suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the PROJECT, perform the construction, provide all

necessary engineering supervision, and otherwise perform all other necessary work to complete the Project, as specified in Exhibit "A" attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity, which is outside of the scope of services of the Project. Except as specifically stated otherwise in this Agreement, all such activities shall be performed at such times, in such manner, and under such conditions as the LOCAL GOVERNMENT, in its sole discretion, deems appropriate. The DEPARTMENT shall not have any jurisdiction or control over LOCAL GOVERNMENT activities, except as specifically stated in this Agreement.

3. In relation to construction of the PROJECT, the parties agree on the following:

(A) The LOCAL GOVERNMENT shall hire a contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the PROJECT.

(B) The LOCAL GOVERNMENT shall utilize only a DEPARTMENT pre-qualified contractor ("Contractor") and a DEPARTMENT qualified construction engineering and inspection firm ("CEI") to perform the work on the PROJECT.

(C) The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accordance with the terms and conditions contained in Exhibit "D".

(D) If the LOCAL GOVERNMENT utilizes its own work force for any services for the PROJECT, all costs and expenses thereof shall be considered LOCAL GOVERNMENT overhead, which shall not be subject to reimbursement.

(E) Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter be granted a conference with the other party.

(F) This Agreement shall serve as a permit to allow the LOCAL GOVERNMENT access to the DEPARTMENT'S right-of-way to perform all necessary work as required under this Agreement.

4. The estimated total cost for construction of the PROJECT is **\$6,128,742.00 (Six Million One Hundred Twenty Eight Thousand Seven Hundred Forty Two And No/100 Dollars)**.

5. The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT its actual direct costs, excluding LOCAL GOVERNMENT overhead, in an amount not to exceed **\$3,528,742.00 (Three Million Five Hundred Twenty Eight Thousand Seven Hundred Forty Two And No/100 Dollars)**. The funding for this PROJECT is subject to annual Legislative approval and appropriation. If the construction and inspection costs are greater than the estimated \$6,128,742.00, the parties agree to: 1) meet to discuss funding participation and amend this Agreement, or 2) terminate the PROJECT.

6. Actual direct costs are limited to the LOCAL GOVERNMENT'S direct payments to its contractor as required for completion of the PROJECT.

7. Reimbursement herein is conditioned on the following:

(A) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (including an Invoice Summary Sheet, supporting documentation to justify the charges and for the final payment, the Notice of Completion); and

(B) All payments from the DEPARTMENT to the LOCAL GOVERNMENT are conditioned upon the completion of the PROJECT in a manner consistent with the PROJECT construction plans by the LOCAL GOVERNMENT'S contractor;

(C) The LOCAL GOVERNMENT may receive progress payments for services that have been completed and accepted to the satisfaction of the DEPARTMENT when properly supported by invoices or other acceptable evidence of payment. The LOCAL GOVERNMENT will be reimbursed for each invoice at a rate of 50% of the total costs incurred as of the date of the invoice. The remaining balance due under this Agreement will be due upon proper submission of invoices and upon the completion and approval of all PROJECT services.

(D) Within 30 days after completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion; this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, Exhibit "E". The Certification shall state that work has been

completed in compliance with the PROJECT construction plans and specifications. If any substantial and material deviations are found from the approved plans, the certification shall include a list of all said deviations, along with an explanation that justifies the reason to accept each deviation.

(E) The LOCAL GOVERNMENT shall provide documentation of the final costs for the PROJECT that the LOCAL GOVERNMENT has incurred for the services performed under this Agreement.

8. The LOCAL GOVERNMENT which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline at 1-800-848-3792.

9. The LOCAL GOVERNMENT agrees to keep complete records and accounts in order to record complete and correct entries as to all costs, expenditures and other items incidental to the work for this PROJECT. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT at all times during the period of this Agreement and for a period of five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the project records, together with supporting documentation and records, of the contractor and all subcontractors performing work on the project, and all other

records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

10. In the event this AGREEMENT is in excess of \$25,000.00 (TWENTY FIVE THOUSAND AND NO/100 DOLLARS) and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for a period exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

11. The State of Florida’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the PROJECT, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

12. Audits: The administration of resources awarded by the Department to the LOCAL GOVERNMENT may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the LOCAL GOVERNMENT regarding such audit. The LOCAL GOVERNMENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "F" to this Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "F" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to PROJECT records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the

Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS 4-549
DeLand, Florida 32720

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

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

2. In the event that a copy of the reporting package for an audit required by PART I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS 4-549
DeLand, Florida 32720

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB

Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS 4-549
DeLand, Florida 32720

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS 4-549
DeLand, Florida 32720

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS 4-549
DeLand, Florida 32720

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

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the

Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

13. All tracing, plans specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and the LOCAL GOVERNMENT and shall at all times be and remain the property of the DEPARTMENT and the LOCAL GOVERNMENT without restriction or limitation on their use. The LOCAL GOVERNMENT will prepare a construction plans package in a format determined by the LOCAL GOVERNMENT that is suitable for reproduction.

14. After written notice and a reasonable opportunity to cure, either party may unilaterally cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by such party in conjunction with this Agreement.

15. This Agreement, except as noted in Paragraph 6, shall continue in effect and be binding on the parties until the PROJECT is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT.

16. The Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all prior negotiations, correspondence, conversation, agreements, or understanding applicable to the matters contain herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

17. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body have jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement

18. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Holly Lopenski Contract Specialist MS 4-549 719 South Woodland Boulevard DeLand, Florida 32720-6834 PH: (386) 943-5520 holly.lopenski@dot.state.fl.us	Vince Vacchiano Construction Project Manager 719 South Woodland Boulevard DeLand, Florida 32720-6834 PH: (386) 943-5406 vincent.vacchiano@dot.state.fl.us
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Sam Letcher
Project Manager, MS 2-542
719 South Woodland Boulevard
Deland, Florida 32720-6834
PH: (386) 943-5408
sam.letcher@dot.state.fl.us

SEMINOLE COUNTY

Robert Walter, P.E.
Seminole County Engineering Department
520 West Lake Mary Boulevard
Sanford, Florida 32773
rwalter@seminolecountyfl.gov

19. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of _____, 2008, and the DEPARTMENT has executed this Agreement this __ day of _____, 2008.

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: Brenda Carey

Name: George S. Lovett

Title: Chairman - BOCC

Title: Director of Transportation Development

As authorized for execution by the Board of County Commissioners at their _____, 2008 regular meeting.

Attest:

Attest:

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

Executive Secretary

For use and reliance of Seminole County only.
Approved as to form and legal sufficiency.

Legal Review

Legal Review:

County Attorney

Financial Provision Approval by
Department of Comptroller on:

Authorization Received From the Comptroller's
Office as to Availability of Funds:

EXHIBIT "A"

SCOPE OF SERVICES

Financial Management Number: 407355-6-58-01

Advanced Surcharge Plans SR 415 from Seminole County Line to Reed Ellis Road

1.0 PURPOSE

This exhibit defines and describes the services required to complete this project successfully.

2.0 PROJECT DESCRIPTION

This project is to advance the placement of the surcharge embankment for the SR415 project (FDOT Financial Project No. 407355-3-52-01). The limits of the construction activities extend from the Seminole County Line to Reed Ellis Road, Volusia County.

3.0 CONSTRUCTION ACTIVITIES

Construction activities include placement of embankment material in accordance with the plans and specifications per FDOT Financial Project No. 407355-6-58-01. Additional construction activities include temporary drainage, temporary sheet pile walls along the bents of the existing St. Johns River Bridge, sodding, silt fence, and relocation of the existing fence along the westerly R/W line.

4.0 "GOES WITH" CONSTRUCTION PLANS

This project is to be let for construction in conjunction with the Midway Regional Stormwater Facility Plans prepared by Seminole County Public Works Department. Material excavated from the stormwater pond will be transported to the SR415 project and utilized as the surcharge embankment. The excavation of the material shall be in accordance with the plans and specifications per the Midway Regional Stormwater and Recreational Facility Plans and specifications.

5.0 POST DESIGN SERVICES

Post design services shall include monitoring of the settlement plates in accordance with the plans and specifications per FDOT Financial Project No. 407355-6-58-01. These activities are to be completed by the Florida Department of Transportation.

EXHIBIT "B"

RESOLUTION/MINUTES

Financial Management Number: 407355-6-58-01

EXHIBIT "C"

ESTIMATED SCHEDULE OF SERVICES
Financial Management Number: 407355-6-58-01

407355-6 SR 415:SEMINOLE C/L:REED ELLIS RD (SURCHARGE)						
Activity ID	Activity Name	Dur	Start	Finish	Total Float	
						FY2008
						FY2009
DAM LETCHER						
407356-6		196	01-Oct-07 A	30-Jun-08	9	
250010	P.E. BEGIN	1	01-Oct-07 A	01-Oct-07 A		
113010	INITIAL ROADWAY PLANS (PHASE II)	22	02-Oct-07 A	31-Oct-07 A		PLANS (PHASE II)
228010	SUBMIT UTILITY DATA	1	30-Nov-07 A	30-Nov-07 A		UTILITY DATA
113020	FINAL ROADWAY PLANS (PHASE III)	13	03-Dec-07 A	20-Dec-07 A		ROADWAY PLANS (PHASE III)
264010	UTILITY CONTACT	13	03-Dec-07 A	20-Dec-07 A		CONTACT
303010	FINAL PLANS REVIEW (PHASE III)	30	21-Dec-07 A	31-Jan-08 A		FINAL PLANS REVIEW (PHASE III)
264020	UTILITY DOCS TO DUO / RUE	1	21-Dec-07 A	21-Dec-07 A		DOCS TO DUO / RUE
266010	UTILITIES CERTIFIED	1	31-Jan-08 A	31-Jan-08 A		UTILITIES CERTIFIED
222010	ALL PERMITS CLEAR (EXEMPT)	1	31-Jan-08 A	31-Jan-08 A		ALL PERMITS CLEAR (EXEMPT)
201010	PLANS COMPLETED	1	31-Jan-08 A	31-Jan-08 A		PLANS COMPLETED
187010	NO RW CERTIFICATION REQUIRED	1	31-Jan-08 A	31-Jan-08 A		NO RW CERTIFICATION REQUIRED
279010	RAILROAD CLEAR MEMO	1	01-Feb-08 A	01-Feb-08 A		RAILROAD CLEAR MEMO
204010	PRODUCTION DATE	1	31-Mar-08*	31-Mar-08*	0	PRODUCTION DATE
370010	PLANS TO SEMINOLE CO. CONTRACTS	1	02-Apr-08	02-Apr-08	63	PLANS TO SEMINOLE CO. CONTRACTS
980010	SEMINOLE CO. LETTING (BID OPENING)	1	30-Jun-08*	30-Jun-08*	0	SEMINOLE CO. LETTING (BID OPE

Exhibit "D"

TERMS & CONDITIONS OF CONSTRUCTION

1. The COUNTY is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the PROJECT (as described more fully in Exhibit "A"). The State Road 415 portion of the PROJECT shall be constructed in accordance with construction plans and specifications to be approved by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, 2007, and as amended from time to time) changes to the plans be required during construction of the State Road 415 portion of the PROJECT, the COUNTY shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the State Road 415 portion of the plans to meet the requirements of permits. The COUNTY shall be responsible to maintain the area of the PROJECT at all times during construction of the PROJECT.

2. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The COUNTY is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the State Road portion of the PROJECT. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the COUNTY will comply with all terms and conditions of such permit in construction of the subject facilities.

3. This Agreement shall act to supersede the normal requirements of separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

4. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or COUNTY right-of-way nor the placing of facilities upon DEPARTMENT and/or COUNTY land shall operate to create or vest any property right in the COUNTY except as otherwise provided in separate agreements.

5. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of COUNTY activities pursuant to this Agreement. The COUNTY shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

6. The COUNTY shall utilize only a DEPARTMENT prequalified prime contractor for the PROJECT.

7. The COUNTY shall require its DEPARTMENT prequalified Consultant CEI to perform quality control testing of the construction in accordance with the County Specifications

approved by the DEPARTMENT for the PROJECT. The DEPARTMENT shall have the right, but not the obligation, to perform such independent testing from time to time as it deems necessary during the course of the construction of the PROJECT.

8. The COUNTY shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the COUNTY shall immediately make any necessary changes and notify the DEPARTMENT and the COUNTY after the modifications.

9. The DEPARTMENT may request and shall be granted a conference with the COUNTY and at the COUNTY'S option, the COUNTY'S CEI firm, to discuss any part of the PROJECT activities that the DEPARTMENT determines to be inconsistent with the approved design plans and specifications. The COUNTY will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

10. The COUNTY shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the PROJECT so that the safe and efficient movement of the traveling public is maintained. The COUNTY is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the COUNTY shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the PROJECT area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S 2007 Standard Specifications for Road and Bridge construction and the DEPARTMENT'S 2008 Roadway and Traffic Design Standards, and as those sources may be amended from time to time. The COUNTY may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the PROJECT.

11. Prior to the PROJECT bidding, the COUNTY shall provide a project schedule that includes, at a minimum, the date the PROJECT will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

12. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the COUNTY. Any additional right or privilege required to undertake and to complete construction of the PROJECT shall be secured by the COUNTY.

13. Upon completion of the work in accord with the Plans, the COUNTY shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, 2007 edition as amended, or otherwise conform to or meet generally accepted professional practices. Additionally, the COUNTY shall assure that

all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents as specified in Paragraph 12, then the PROJECT shall be deemed accepted by and turned over to the DEPARTMENT.

14. In the event contaminated soil is encountered by the COUNTY or anyone within the DEPARTMENT right of way, the COUNTY shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the COUNTY of any required action related thereto.

15. If applicable, the COUNTY shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

EXHIBIT "E"

NOTICE OF COMPLETION

COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
And
SEMINOLE COUNTY

PROJECT DESCRIPTION: "To Advance the Placement of the Surcharge Embankment for the State Road 415 Project from the Seminole County Line to Reed Ellis Road", in conjunction with the Midway Regional Storm Water Facility",

FINANCIAL MANAGEMENT ID# 407355-6-58-01

In accordance with the Terms and Conditions of the Agreement, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20__.

SEMINOLE COUNTY

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Agreement, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the PROJECT construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT "F"

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: County Incentive Grant Program (C.I.P.G.)

State Awarding Agency: Florida Department of Transportation

Catalog of State Financial Assistance (CSFA) Number: 55-008

Grant Amount: \$3,528,742.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Allowed Activities: The CIPG Program is intended to provide grants to counties, for improving transportation facilities which are located on the State Highway System or which relieve traffic congestion on the State Highway System.

Eligibility: 339.2817, Florida Statutes, establishes several minimum eligibility criteria in order to qualify for the CIPG funds. The project must:

1. Improve a facility on the State Highway System or relieve traffic congestion on the State Highway System. CIGP funds cannot be used for operational expenses.
2. Be consistent to the maximum extent feasible with the Florida Transportation Plan.
3. Be consistent to the maximum extent feasible, where appropriate, with the local Metropolitan Planning Organization
4. Be consistent with, to the maximum extent feasible, with any local comprehensive plans.*

*If the project is not in these plans, it must be amended into them within six months of application.

Matching: The percentage of matching funds provided for CIPG shall be a minimum of 50/50 percent of project cost.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Adoption of a Resolution and Authorization to Enter into a Locally Funded Agreement Supplemental Amendment Number 1 for the State Road 436/Red Bug Lake Road Interchange Project From Lake Howell Road to Wilshire Boulevard (Financial Management Number 419369-1-{4B, 41, 43 & 45}-01)

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Brett Blackadar

EXT: 5707

MOTION/RECOMMENDATION:

1. Adopt Resolution and authorize the Chairman to execute a Locally Funded Agreement Supplemental Amendment Number 1 with the Florida Department of Transportation (FDOT) for the acquisition of right-of-way for the State Road 436/Red Bug Lake Road Interchange Project from Lake Howell Road to Wilshire Boulevard.
2. Authorize issuance of a wire transfer in the amount of \$5,284,629 from funds in the County's 2007/2008 Fiscal Year Budget to be paid to the Florida Department of Transportation immediately upon execution of this agreement.

District 1 Bob Dallari

District 2 Michael McLean

District 4 Carlton D. Henley

Jerry McCollum

BACKGROUND:

Under the 2nd Generation Sales Tax Program, the County administers and funds certain State Road projects from design through construction, with the provision that the Florida Department of Transportation (FDOT) is the acquiring agent during the right-of-way phase. As part of the 2nd Generation Sales Tax Program, the intersection of State Road 436 and Red Bug Lake Road was identified for a major transportation improvement. Design of this project is currently being finalized and the Right-of-Way Acquisition Phase of this project is being initiated by FDOT (Capital Improvement Project # 00226301).

At the September 25, 2007, Board meeting, a Locally Funded Agreement (LFA) for this project was executed to provide FDOT with an amount not to exceed \$7,000,000 from the County's 2007/2008 Fiscal Year Budget and \$16,435,000 from funds in the County's 2008/2009 Fiscal Year Budget. Under this agreement, FDOT will be responsible for acquiring the necessary right-of-way to construct this project using the funds transferred to them through this agreement. The County will be responsible for funding any acquisition costs over the total right-of-way estimates contained in this agreement.

At the time the LFA was executed, the County was using funds from \$7.5 Million budgeted in FY 2006/2007 for advance acquisition of property on this project. Since the advance acquisitions were not finalized, the exact amount of remaining FY 2006/2007 funds was not determined. Therefore, transfer of the FY 2006/2007 funds was not included in the original

LFA. The purpose of the attached Locally Funded Agreement Supplemental Amendment Number 1 is to transfer the additional right-of-way funds needed for this project.

Currently \$6,463,065 remains available in the Land account of the project budget in the FY 2007/2008 budget which has not been transferred to FDOT. FDOT recently updated and reduced the right-of-way estimate for this project from \$31,501,000 to a total of \$28,792,000. Due to the lower estimate, FDOT will require a total of \$5,284,629 transferred from the County through this amendment to meet the total anticipated right-of-way funds necessary for this project. In accordance with the Budget Policy of Seminole County, the available funds in the Land account can be transferred to FDOT to further this project.

STAFF RECOMMENDATION:

Staff recommends the Board:

1. Adopt the Resolution and authorize the Chairman to execute a Locally Funded Agreement Supplemental Amendment Number 1 with the Florida Department of Transportation (FDOT) for the acquisition of right-of-way for the State Road 436/Red Bug Lake Road Interchange Project from Lake Howell Road to Wilshire Boulevard.
2. Authorize issuance of a wire transfer in the amount of \$5,284,629 from funds in the County's 2007/2008 Fiscal Year Budget to be paid to the Florida Department of Transportation immediately upon execution of this agreement.

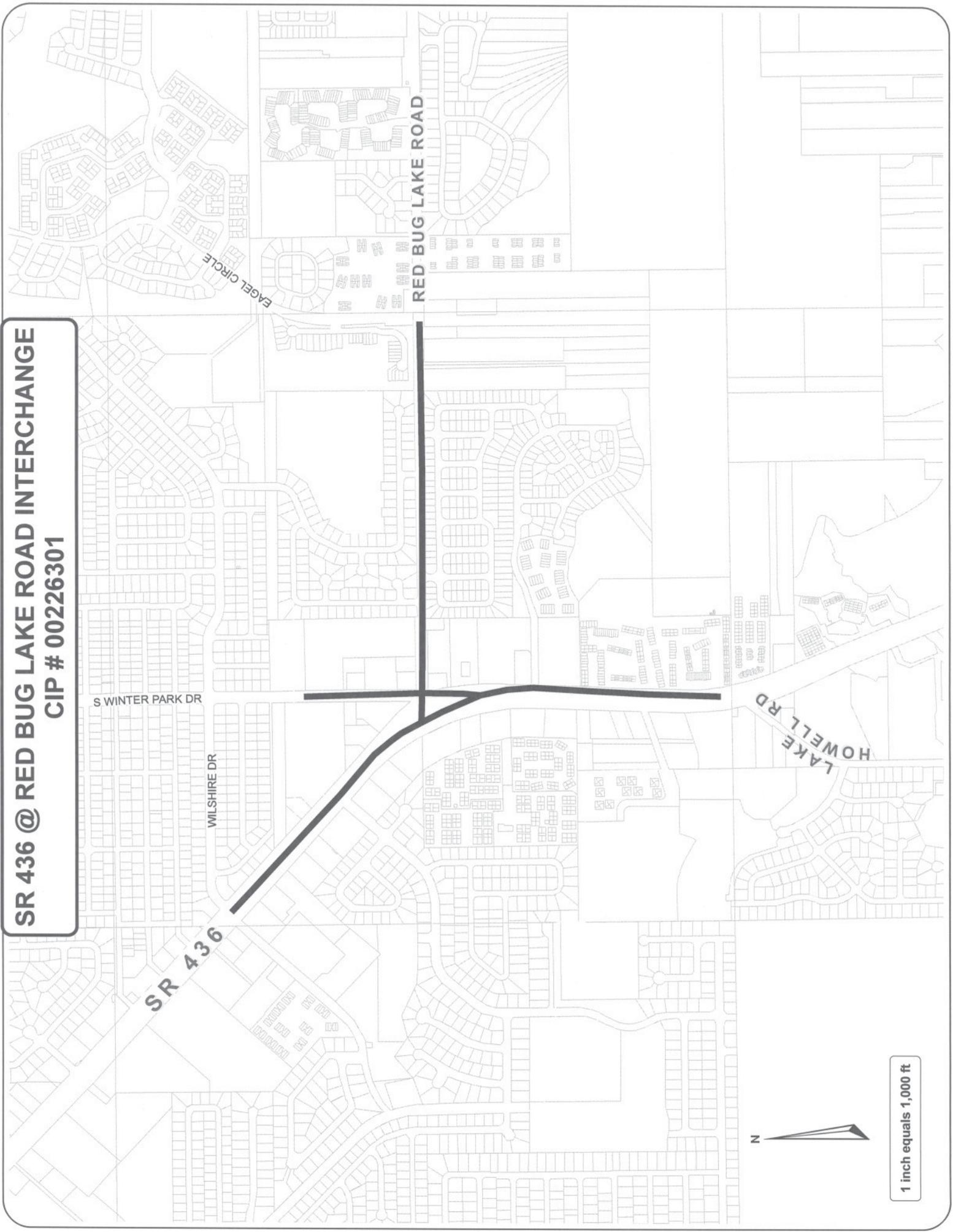
ATTACHMENTS:

1. Location Map-SR 436-RBLR Interchange
2. Resolution
3. LFA-Supplemental Amendment 1-SR 436/Red Bug Lake Road Intersection
4. Locally Funded Agmt. SR-436-Red Bug Lk Rd Intersection

Additionally Reviewed By:
<input checked="" type="checkbox"/> Budget Review (Fredrik Coulter, Lisa Spriggs)
<input checked="" type="checkbox"/> County Attorney Review (Matthew Minter)

SR 436 @ RED BUG LAKE ROAD INTERCHANGE

CIP # 00226301



1 inch equals 1,000 ft

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 22nd DAY OF APRIL, 2008.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the acquisition of right-of-way for the State Road 436/Red Bug Lake Road Interchange Project from Lake Howell Branch Road to Wilshire Boulevard; and

WHEREAS, The State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation a Locally Funded Agreement Supplemental Amendment Number 1 for the aforementioned project, (FDOT Financial Management Number 419369-1-{4B, 41, 43 & 45}-01).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the Locally Funded Agreement Supplemental Amendment Number 1 for the aforementioned project, (FDOT Financial Management Number 419369-1-{4B, 41, 43 & 45}-01).

ADOPTED THIS 22nd DAY OF APRIL, 2008.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

Brenda Carey, Chairman

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCALLY FUNDED AGREEMENT
SUPPLEMENTAL AMENDMENT NUMBER 1
EXECUTION DATE: _____

Financial Project No: 419369-1-(4B, 41, 43 & 45)-01 County CIP No.: 2263-01 SR 436/Red Bug Lake Road Project	Fund: LFP	Agency: Seminole County Vendor No.: F596000856-065
---	------------------	---

The terms of the original Locally Funded Agreement, executed on **October 4, 2007**, are hereby amended as follows:

The Local Fund Payment Schedule for this project as stated in Exhibit "B" of the original agreement is amended as indicated on the attached Revised Local Fund Payment Schedule, Exhibit "B". The COUNTY agrees to provide the DEPARTMENT an additional advance deposit in the amount of \$5,284,629 with the execution of this document. This executed Supplemental Amendment will serve as notice that the total amount of Local Funding from the COUNTY for this agreement is now \$28,792,000.00.

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement thereto will remain in full force and effect.

The following attachment is hereby incorporated into this Amendment:

Revised Local Fund Payment Schedule, Exhibit "B"

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Name: Brenda Carey
Title: Chairman

By: _____
Name: George S. Lovett
Title: Director of Transportation Development

Date: _____

As authorized for execution by the Board of County Commissioners at their _____, 2008 regular meeting.

Attest:

Attest:

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

Executive Secretary (Seal)

For use and reliance of Seminole County only.
Approved as to form and legal sufficiency.

Legal Review

Legal Review:

County Attorney

Exhibit "B"
Revised Local Fund Payment Schedule
Supplemental Amendment #1

Total Local Funds Due from Seminole County	\$28,792,000
Total Funds Received to Date from Seminole County	\$7,000,000
Less Interest Earned as of March 20, 2008	(\$72,371.00)
Total Funds Due with the Execution of this Document	\$5,284,629
Total Funds Due by November 1, 2008	\$16,435,000

The funds may be used on any phase of the PROJECT as stated in the original agreement

Financial Project No: 419369-1-(4B, 41, 43 & 45)-01 County CIP No.: 2263-01 SR 436/Red Bug Lake Road Project	Fund: LF	Agency: Seminole County Vendor No.: F596000856-065
---	-----------------	---

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SEMINOLE COUNTY**

This **AGREEMENT**, made and entered into this 4 day of October, 2007, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT) and SEMINOLE COUNTY, a Charter County and a political subdivision of the State of Florida (hereinafter referred to as the COUNTY),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the COUNTY, by Resolution, a copy attached hereto as Exhibit "C," has accepted said grant and authorized its officers to execute this Agreement on its behalf.

WHEREAS, the Project is not revenue producing and is contained in the Adopted Five Year Work Program; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the Project described as, Acquisition of Right of Way for SR 436/Red Bug Lake Road from Lake Howell Road to Wilshire Boulevard in Seminole County, beginning in Fiscal Year 2007/2008, said Project being known as Financial Management Number 419369-1-(4B, 41, 43 & 45)-01, hereinafter referred to as the "Project"; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the COUNTY and it would be most practical, expeditious, and economical for the COUNTY to provide the funds for the acquisition phases of the Project;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the

COUNTY. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall be responsible to acquire, clear and certify the Right-of-Way necessary to construct the Project for the SR 436/Red Bug Lake Road Project from Lake Howell Road to Wilshire Boulevard. The Department shall acquire title to all real property necessary for the Project in the name of the State of Florida Department of Transportation. The necessary Right-of-Way shall be defined by the Design Plans and Right-of-Way Maps.

3. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The COUNTY shall not have any jurisdiction or control over the DEPARTMENT's activities, except as specifically stated in this Agreement. The COUNTY shall be entitled to be advised of the progress of the Project at reasonable intervals upon request. After construction is complete the DEPARTMENT shall convey, in Fee Simple, the parcels acquired off of the State Highway System for the Red Bug Lake Road Improvements herein to the COUNTY reserving unto the DEPARTMENT any necessary drainage easements within these parcels.

4. Participation by the COUNTY and the DEPARTMENT of the funds for the acquisition phases of the Project shall be made as follows:

(A) The current estimated cost for fiscal years 2007/2008 and 2008/2009 for the acquisition of the Project is \$23,435,000.00 (Twenty Three Million Four Hundred Thirty Five Thousand Dollars and No/100). The COUNTY agrees to bear all expenses of the total cost of the Project.

(B) The COUNTY agrees to provide the DEPARTMENT an advance deposit, in the amount of **\$23,435,000.00 (Twenty Three Million Four Hundred Thirty Five Thousand Dollars and No/100)**. The COUNTY agrees to provide the funding according to the following schedule: **\$7,000,000.00 (Seven Million Dollars and No/100)** will be due and payable by November 1, 2007 and **\$16,435,000.00 (Sixteen Million Four Hundred Thirty Five Dollars and No/100)** will be due and payable no later than November 1, 2008. The advance deposit may be used on any phase of the Project.

(D) Both parties further agree that in the event the right of way is not acquired, or the Agreement is terminated prior to commencement of acquisition of the Project, the funds provided by the COUNTY for the Project will be returned to the COUNTY.

(E) If the actual acquisition costs are in excess of the advance deposit, the COUNTY will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT so that the total deposit is adequate to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Project. The DEPARTMENT will notify the COUNTY as soon as it becomes apparent the actual acquisition costs are in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation on final accounting as provided herein below. If the COUNTY cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to the DEPARTMENT'S Project Manager indicating when the deposit will be made. The COUNTY understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to delay of the Project.

(F) Should Project modifications or changes occur that increase the total Project costs, the COUNTY will be notified by the DEPARTMENT accordingly. The COUNTY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Project. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual costs will overrun the estimated amount; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation during the Project and on final accounting as provided herein below.

(G) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment for land acquisition. The DEPARTMENT considers the Project complete when the final payment has been made. All Project cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the Project. The COUNTY will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess deposit will be made

by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.

(H) In the event the final accounting of total Project costs is greater than the total deposits, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any invoice not paid within forty (40) calendar days until the invoice is paid.

(I) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached MOA between the COUNTY, the Department and the State of Florida, Department of Financial Services, Division of Treasury. All interest earned will remain in the account for purposes of the Project.

(J) The DEPARTMENT and the COUNTY agree that the payment shall be an asset of the DEPARTMENT for the cost of the work.

(K) Contact Persons:

Florida Department of Transportation

Shirley Matthews	Todd Long
JPA Coordinator/MS 4-522	Project Manager/MS 542
719 South Woodland Boulevard	719 South Woodland Boulevard
DeLand, Florida 32720-6834	DeLand, Florida 32720-6834
PH: (386) 943-5452	PH: (386) 943-5492
shirley.matthews@dot.state.fl.us	todd.long@dot.state.fl.us

Seminole County

Brett Blackadar, P.E.
Seminole County
520 West Lake Mary Boulevard
Suite 200
Sanford, Florida 32773
(407) 665-5702
BBlackadar@seminolecountyfl.gov

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The COUNTY may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. After written notice and a reasonable opportunity to cure, either party may unilaterally cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by such party in conjunction with this Agreement.

7. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

8. This Agreement shall be governed by the interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body have jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

IN WITNESS WHEREOF, the COUNTY has executed this Agreement this 25 day
of September, 2007, and the DEPARTMENT has executed this Agreement
this 4th day of October, 2007.

SEMINOLE COUNTY, FLORIDA
By: BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: Carlton Henley
Name: Carlton Henley
Title: Chairman - BOCC

By: George S. Lovett
Name: George S. Lovett
Title: Director of Transportation Development

Date: 9-25-07

Date: 10/4/07

Attest:
Maryanne Morse
Maryanne Morse
Clerk to the Board of County Commissioners
of Seminole County Florida

Attest:
Executive Secretary
Executive Secretary

For use and reliance of Seminole
County only. Approved as to form
and legal sufficiency.

Legal Review:
Matthew A. Minter
Seminole County Attorney

Legal Review:
[Signature]

Financial Provision Approval by
Department of Comptroller on:
8-21-07

Exhibit "A"

SCOPE OF SERVICES

Right of Way Acquisition

Financial Management Number: 419369-1-(41, 4B, 43 & 45)-01

Seminole County is funding the design, right of way acquisition, and construction phases of the SR 436/Red Bug Lake Road Project from Lake Howell Road to Wilshire Boulevard. Seminole County is currently administering the design phase of the project, including the preparation of the Right of Way Control Maps and Right of Way Maps, and the County will be administering the construction phase of the project, potentially beginning in Fiscal Year 2011. In order for the County to meet all federal requirements and be eligible for obtaining federal funds if they become available, the right of way acquisition phase must be performed in accordance with federal requirements. Since the County does not have the resources to perform this phase of the project, the Department has committed to performing the right of way acquisition phase for Seminole County using County funds.

This LFA is for the transfer of local funds from Seminole County in the Department's fiscal years 2007/2008 and 2008/2009 which is programmed in the Department's Work Program, so that the Department's Right of Way staff can perform the right of way acquisition phase for the County. The specific parcel numbers and acquisition areas will be defined as the Right of Way Mapping phase is completed over the next year.

Exhibit "C"

RESOLUTION/MINUTES

Financial Management Number: 419369-1-(4B, 41, 43, 45)-01

R5509019
BOCC0001

COUNTY COMMISSION - SEMINOLE
BOCC Project Expenditure Status Report
BOCC Project Expenditure Status Report
For the Five Periods Ending February 29, 2008

02/05/08 14:39:57
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Department: 07 PUBLIC WORKS
Division: 0775 ENGINEERING

Project	Business Unit	Object	Subsidiary	Description	Adopted Budget	Current Budget	Period Expenditures	Outstanding Encumbrances	YTD Expenses	Available Balance
00220901	077600	.560642.		Equipment >\$4999						
Project: 00221001 STWTR F250 CREWCAB 4 DOOR 4X4										
00221001	077600	.560642.		Equipment >\$4999						
Project: 00221101 STWTR INTERNATIONAL CREWCAB DU										
00221101	077600	.560642.		Equipment >\$4999						
Project: 00223401 F-250 CREWCAB 4 DOOR 4X4 SINGL										
00223401	077600	.560642.		Equipment >\$4999						
Project: 00226201 OXFORD ROAD REALIGNMENT										
00226201	077541	.560680.		Construction & Design		11,896		11,895		1
						11,896		11,895		1
Project: 00226301 RED BUG LAKE RD @ SR 436 INTER										
00226301	077541	.560610.		Land	13,740,890	6,768,964			305,899	6,463,065
00226301	077541	.560680.		Construction & Design	348,612	818,975		575,216	141,690	102,069
					14,089,502	7,587,939		575,216	447,589	6,565,134
Project: 00226401 AIRPORT BLVD EXT. FROM SR 46										
00226401	077515	.560670.		Roads						
00226401	077515	.560680.		Construction & Design						
Project: 00226501 US 17-92 TO FERNWOOD										
00226501	077541	.560670.		Roads	1,038,481	11,701,781		9,419,153	1,244,147	1,038,481
00226501	077541	.560680.		Construction & Design						
					1,038,481	11,701,781		9,419,153	1,244,147	1,038,481

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 25th DAY OF SEPTEMBER, 2007.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the acquisition of right-of-way for the State Road 436/Red Bug Lake Road Interchange Project from Lake Howell Branch Road to Wilshire Boulevard beginning in Fiscal Year 2007/2008; and

WHEREAS, The State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation a Locally Funded Agreement and a Memorandum of Agreement for the aforementioned project, (FDOT Financial Management Number 419369-1-{4B, 41, 43 & 45}-01).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the Locally Funded Agreement and a Memorandum of Agreement for the aforementioned project, (FDOT Financial Management Number 419369-1-{4B, 41, 43 & 45}-01).

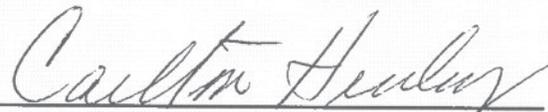
ADOPTED THIS 25th DAY OF SEPTEMBER, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY



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



Carlton D. Henley, Chairman

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Adoption of a Resolution and authorization to enter into a Locally Funded Agreement Supplemental Amendment Number 1 for the Transportation Regional Incentive Program (TRIP) for the Acquisition of Right-of-Way for the State Road 434 Project from Montgomery Road to Interstate 4 with the Florida Department of Transportation (Financial Project Number 240233-2-(4B, 43 & 46)-01

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Brett Blackadar

EXT: 5707

MOTION/RECOMMENDATION:

Adopt a Resolution and authorize the Chairman to execute a Locally Funded Agreement Supplemental Amendment Number 1 with the Florida Department of Transportation.

District 4 Carlton D. Henley

Jerry McCollum

BACKGROUND:

The Florida Department of Transportation (FDOT) previously awarded Seminole County \$5,563,267 through the Transportation Regional Incentive Program (TRIP) to advance the six-laning of State Road 434 from Montgomery Road to Interstate 4 (FDOT Financial Project Number 240233-2-{4B, 43 & 45}-01). The original agreement for this project was approved by the Board on August 22, 2006, based on an original right-of-way cost estimate of \$10,000,000 leaving a local funding portion of \$4,436,733.

The FDOT recently revised the right-of-way cost estimate to \$13,689,786. Based on the original agreement, the County is responsible for the increase in right-of-way costs for this project. After interest earned by the FDOT on monies held for Seminole County in the amount of \$217,724 is taken into account, the County's responsibility is an additional \$3,472,062, due under the proposed Locally Funded Agreement Supplemental Amendment Number 1 by November 1, 2008. If the actual acquisition costs are less than the total right-of-way funds amount (TRIP and County's funds combined), FDOT will refund the proportionate share of the County's funds. The County will still be responsible for any acquisition costs over the total right-of-way funds contained in the project from the original Locally Funded Agreement and from Supplemental Amendment 1. The county's funding for its share of the project is from 2001 Infrastructure Sales Tax; a budget amendment will be presented at the May 6, 2008 board meeting to reflect the amendment.

STAFF RECOMMENDATION:

Adopt the Resolution and authorize the Chairman to execute a Locally Funded Agreement Supplemental Amendment Number 1 with the Florida Department of Transportation.

ATTACHMENTS:

1. Location Map
2. Resolution
3. Supplemental Amendment #1 SR 434-Montgomery-I-4

Additionally Reviewed By:

Budget Review (Fredrik Coulter, Lisa Spriggs)

County Attorney Review (Matthew Minter)

CIP # 205302

SR 434 from Montgomery Road to I-4

N



Wekiva Springs Road

BEGIN PROJECT

MONTGOMERY RD

END PROJECT

MARKHAM WOODS RD

SR 434

RAYMOND AVE

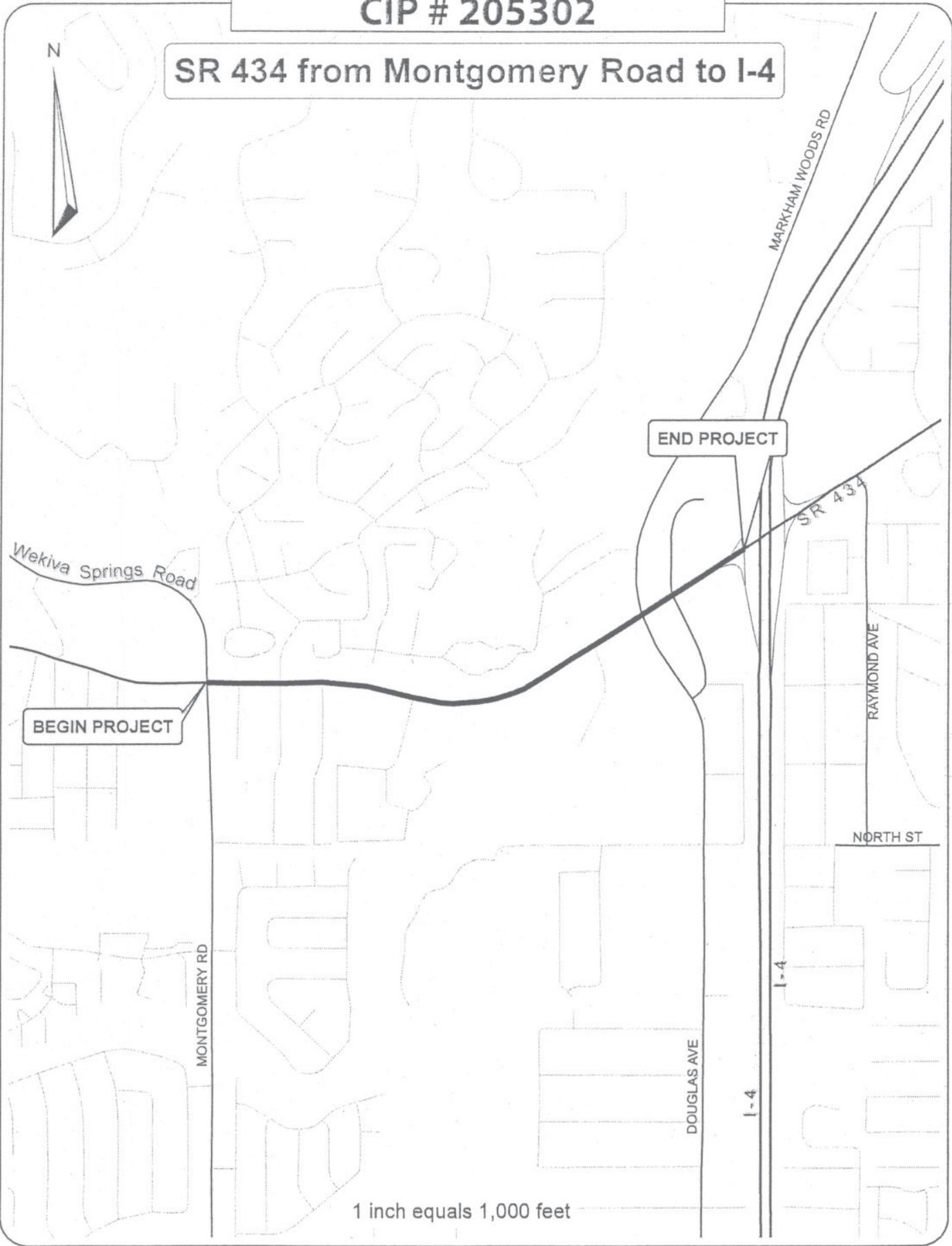
NORTH ST

DOUGLAS AVE

I-4

I-4

1 inch equals 1,000 feet



RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 22nd DAY OF April, 2008.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the widening of State Road 434 from Montgomery Road to Interstate 4; and

WHEREAS, the State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation a Locally Funded Agreement Supplemental Amendment Number 1 for the Transportation Regional Incentive Program (TRIP) for the State Road 434 Project from Montgomery Road to Interstate 4, known as Financial Project Number 240233-2-(4B, 43 & 45)-01; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation a Locally Funded Agreement Supplemental Amendment Number 1 for the State Road 434 Project from Montgomery Road to Interstate 4, Financial Project Number 240233-2-(4B, 43 & 45)-01.

ADOPTED THIS 22nd DAY OF April, 2008.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

Brenda Carey, Chairman

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT
SUPPLEMENTAL AMENDMENT NUMBER 1
EXECUTION DATE: _____

Financial Project No: 240233-2-(4B, 43 & 45)-01 County CIP No.: 205302	Fund: LF & TRIP	Agency: Seminole County Vendor No.: F596000856-065
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The terms of the original Locally Funded Agreement, executed on September 7, 2006, are hereby amended as follows:

The Cost Estimate for this project as stated in Exhibit "B" of the original agreement is amended as indicated on the attached Revised Cost Estimate, Exhibit "B". The COUNTY agrees to provide the DEPARTMENT an additional advance deposit in the amount of \$3,472,062 by November 1, 2008. This executed Supplemental Amendment will serve as notice that the total amount of Local Funding from the COUNTY for this agreement is now \$8,126,519.00.

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement thereto will remain in full force and effect.

The following attachment is hereby incorporated into this Amendment:
Revised Cost Estimate, Exhibit "B"

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Name: Brenda Carey
Title: Chairman

By: _____
Name: George S. Lovett
Title: Director of Transportation Development

As authorized for execution by the Board of County Commissioners at their _____, 2008 regular meeting.

Attest:

Attest:

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

Executive Secretary (Seal)

For use and reliance of Seminole County only.
Approved as to form and legal sufficiency.

Legal Review

Legal Review:

County Attorney

Exhibit "B"
Supplemental Amendment #1
Revised
Cost Estimate

	*TRIP Funding			Local Funding		
	Fiscal Year 06/07	Fiscal Year 07/08	Fiscal Year 08/09	Fiscal Year 06/07	Fiscal Year 07/08	Fiscal Year 08/09
Totals by Fiscal Year	\$295,720	\$3,839,960	\$1,427,587	\$295,720	\$2,839,960	\$4,990,839
Total	\$5,563,267			\$8,126,519		

The funds may be used on any phase of the PROJECT as stated in the original agreement

Local Fund Payment Schedule

Total Local Funds Due from Seminole County	\$8,126,519
Total Funds Received to Date from Seminole County	\$4,436,733
Less Interest Earned as of 2/14/2008	(\$217,724)
Total Funds Due by November 1, 2008	\$3,472,062

* The Department's share of the Total Project Cost is a lump sum amount that will not increase. In the event the Total Project Cost exceed the cost included in this Revised Cost Estimate, Seminole County will be solely responsible to provide the additional funds that are necessary to complete the Project.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Adoption of a Resolution and Authorization to Enter into a Transportation Regional Incentive Program and County Incentive Grant Program Agreement With the Florida Department of Transportation for the Construction of Additional Lanes on State Road 434 From Montgomery Road to Interstate 4 (FDOT FM # 240233-2-58-01)

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Brett Blackadar

EXT: 5702

MOTION/RECOMMENDATION:

Adopt a Resolution and authorize the Chairman to execute the Transportation Regional Incentive Program (TRIP) and County Incentive Grant Program (CIGP) Agreement with the Florida Department of Transportation for the construction of additional lanes on State Road 434 from Montgomery Road to Interstate 4.

District 4 Carlton D. Henley

Jerry McCollum

BACKGROUND:

The County has been awarded a TRIP award in the amount of \$2,750,000 and a County Incentive Grant Program (CIGP) award in the amount of \$3,400,000 for construction funding of this project in FDOT's 2008/2009 Fiscal Year. The payments will be reimbursed to the County during construction of the project. The attached Transportation Regional Incentive Program and County Incentive Grant Program Agreement will provide this additional funding to the County.

The latest FDOT construction estimate for this project, which includes construction inspection costs, is \$10M. Construction is estimated to begin in early 2009 for this project. The County will be responsible for any construction costs over the total funds contained in these agreements, funding through the 2001 Infrastructure Sales Tax. A budget amendment will follow on the May 6, 2008 Board Agenda to establish the project and funding agreements.

STAFF RECOMMENDATION:

Staff recommends the Board adopt the Resolution and authorize the Chairman to execute the Transportation Regional Incentive Program and County Incentive Grant Program Agreement with the Florida Department of Transportation for the construction of additional lanes on State Road 434 from Montgomery Road to Interstate 4.

ATTACHMENTS:

1. Location Map
2. Resolution
3. TRIP and CIGP Agreement - SR 434 Montgomery Rd to I-4

Additionally Reviewed By:

- Budget Review (Fredrik Coulter, Lisa Spriggs)
- County Attorney Review (Matthew Minter)

CIP # 205302

SR 434 from Montgomery Road to I-4

N



Wekiva Springs Road

BEGIN PROJECT

MONTGOMERY RD

END PROJECT

MARKHAM WOODS RD

SR 434

RAYMOND AVE

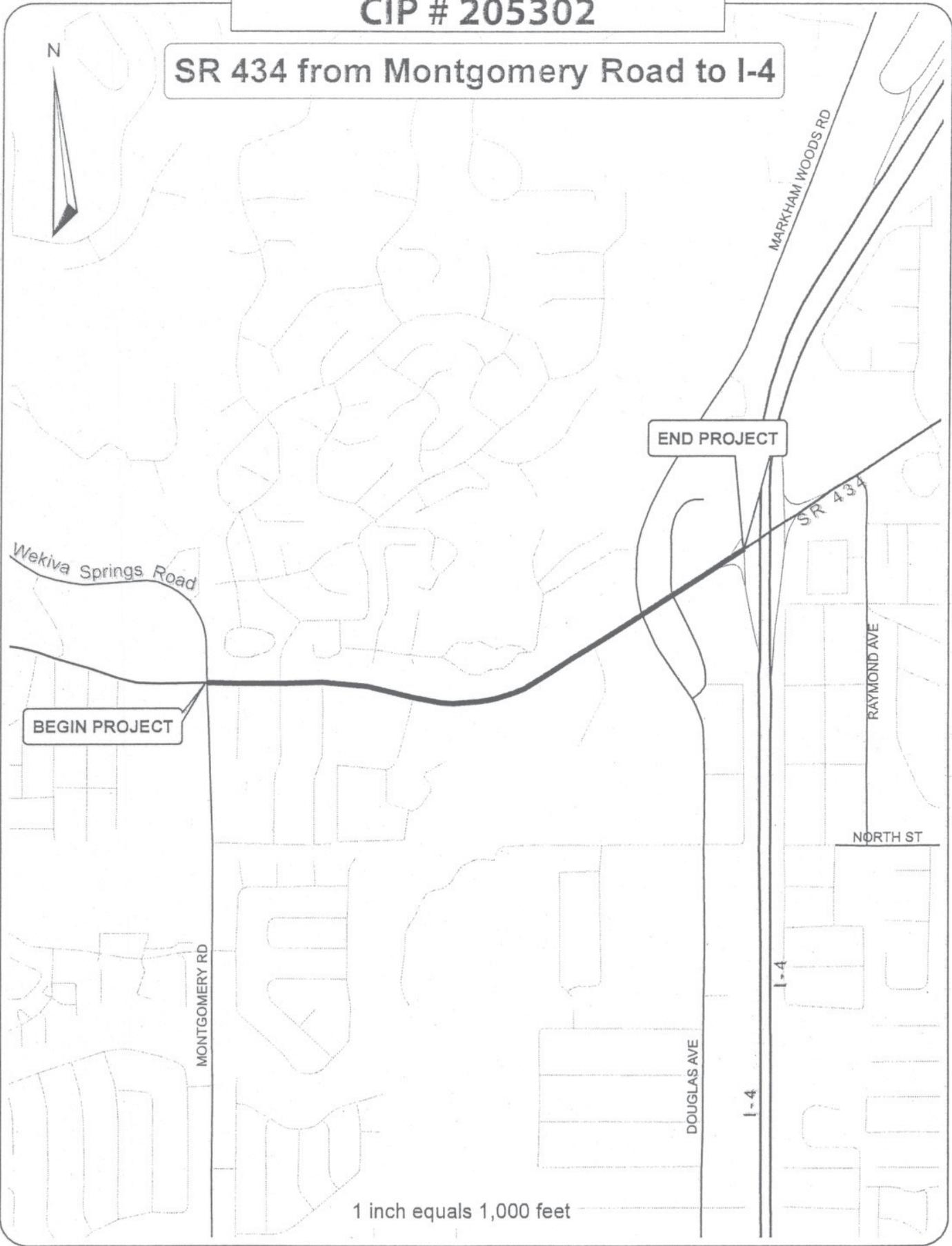
NORTH ST

DOUGLAS AVE

I-4

I-4

1 inch equals 1,000 feet



RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 22nd DAY OF APRIL, 2008.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the widening of State Road 434 from Montgomery Road to Interstate 4; and

WHEREAS, The State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation a Transportation Regional Incentive Program and County Incentive Grant Program Agreement for the aforementioned project, (FDOT FM # 240233-2-58-01).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation a Transportation Regional Incentive Program and County Incentive Grant Program Agreement for the aforementioned project, (FDOT FM # 240233-2-58-01).

ADOPTED THIS 22nd DAY OF APRIL, 2008.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

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

Brenda Carey, Chairman

FM # 240233-2-58-01 Agency: Seminole County Vendor No.: F596000856-065 Contract No:	Catalog of State Financial Assistance (CSFA) No.: 55-026 CSFA Title – Transportation Regional Incentive Program Catalog of State Financial Assistance (CSFA) No.: 55-008 CSFA Title – County Incentive Grant Program	Fund: TRIP / CIGP / LFP Activity: 215 Category: 088717 & 088572 Obj. Code: 750076 & 75008 Org. Code: 55054010508
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ON THE STATE HIGHWAY SYSTEM
TRANSPORTATION REGIONAL INCENTIVE PROGRAM
AND COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SEMINOLE COUNTY

This Agreement, made and entered into this _____ day of _____, 2008, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and **SEMINOLE COUNTY**, a Charter County and a political subdivision of the State of Florida (hereinafter referred to as the COUNTY),

WITNESSETH:

WHEREAS, the Parties have been granted legislative authority to enter into this Agreement pursuant to, but not limited to, Section 339.2819 and Section 334.044, Florida Statutes; and

WHEREAS, the Transportation Regional Incentive Program was created by Section 339.2819, Florida Statutes to provide funds to improve regionally significant transportation facilities in “regional transportation areas” pursuant to Section 339.155 (5), Florida Statutes; and

WHEREAS, the PROJECT, as hereinafter defined, has been determined to be a regionally significant transportation facility in a regional transportation area identified pursuant to Section 339.155(5), Florida Statutes; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of Section 339.2819, Florida Statutes; and

WHEREAS, the Central Florida MPO Alliance formed pursuant to Section 339.155 (5)(c), Florida Statutes acting as a designated regional partnership under Section 339.155 (5)(c), Florida Statutes and formed by an interlocal agreement, designated “SR 434 from Montgomery Road to I-4” as a regional facility by resolution on October 19, 2005.

WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, Florida Statutes; and

WHEREAS, the COUNTY, by Resolution, a copy of which is attached hereto as Exhibit "D" and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the PROJECT described as: "Add Lanes and Reconstruction of SR 434 from Montgomery Road to I-4", in Fiscal Year 2007/2008, said PROJECT being known as FM#240233-2-58-01, and more fully reflected in the Scope of Services attached hereto as Exhibit "A" and hereinafter referred to as the "PROJECT"; and

WHEREAS, the implementation of the PROJECT is in the interests of both the DEPARTMENT and the COUNTY and it would be most practical, expeditious, and economical for the COUNTY to perform the services to complete the PROJECT. The funds for this PROJECT cannot be used before this Transportation Regional Incentive Program Agreement is executed by both the COUNTY and the DEPARTMENT and before any conditions precedent identified herein are met. Any work performed before the execution of this Agreement or prior to the meeting of the conditions precedent will not be reimbursed by the DEPARTMENT; and

WHEREAS, it is a condition precedent of this Agreement that if the COUNTY has entered into a written and legally binding agreement with any third party provider of services or funding that is necessary for the COUNTY to undertake the PROJECT and to enter into this Agreement; and

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of the PROJECT; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The above recitals are incorporated into the substantive body of this Agreement.
2. The term of this Agreement shall begin upon the date of signature of the last party to sign. The COUNTY agrees to complete the PROJECT in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the COUNTY does not maintain or complete the PROJECT in accordance with the schedule the DEPARTMENT may terminate this Agreement

unless an adjustment to the schedule is requested by the COUNTY and granted in writing by the DEPARTMENT.

3. The COUNTY shall perform necessary preliminary engineering, prepare all design plans for the PROJECT suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the PROJECT, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work to complete the Project, as specified in Exhibit "A" attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the COUNTY to perform any activity, which is outside of the scope of services of the Project. Except as specifically stated otherwise in this Agreement, all such activities shall be performed at such times, in such manner, and under such conditions as the COUNTY, in its sole discretion, deems appropriate. The DEPARTMENT shall not have any jurisdiction or control over COUNTY activities, except as specifically stated in this Agreement. Upon completion of the Project, the DEPARTMENT shall resume all maintenance responsibility of the PROJECT within the DEPARTMENT'S right of way, except for landscape, fence and streetscape maintenance as specified in Exhibit "F" of this agreement.

4. The COUNTY shall submit six (6) copies of all design plans that pertain to this PROJECT to the DEPARTMENT for review and approval. The COUNTY shall not commence construction until a Notice to Proceed is issued to the COUNTY by the DEPARTMENT'S Project Manager. Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.

5. In relation to construction of the PROJECT, the parties agree on the following:

(A) The COUNTY shall hire a contractor using the COUNTY'S normal bid procedures to perform the construction work for the PROJECT.

(B) The COUNTY shall utilize only a DEPARTMENT pre-qualified prime contractor ("Contractor") and a DEPARTMENT qualified construction engineering and inspection firm ("CEI") to perform the work on the PROJECT.

(C) The COUNTY shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the terms and conditions contained in Exhibit "E".

(D) If the COUNTY utilizes its own work force for any services for the PROJECT, all costs and expenses thereof shall be considered COUNTY overhead, which shall not be subject to reimbursement.

(E) Upon request, the COUNTY agrees to provide progress reports to the DEPARTMENT in the standard format used by the COUNTY and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter be granted a conference with the other party.

(F) The additional terms and conditions contained in Exhibit "E" shall apply to all construction activities of the COUNTY.

(G) As part of this construction PROJECT, the COUNTY will be installing landscape and hardscape improvements within the DEPARTMENT'S medians. The DEPARTMENT and the COUNTY agree that until such time as the landscape and hardscape improvements are needed to be removed from the medians, the COUNTY shall, at all times, maintain the landscape and hardscape improvements at their expense, in a reasonable manner and with due care in accordance with all applicable DEPARTMENT guidelines, standards and procedures (Project Standards) and as herein specified in Exhibit "F".

(H) This Agreement shall serve as a permit to allow the COUNTY access to the DEPARTMENT'S right-of-way to perform all necessary work as required under this Agreement.

6. The estimated total cost for Design, Right-of-Way Acquisition and Construction/CEI of the PROJECT is **\$24,756,350.00 (Twenty Four Million Seven Hundred Fifty Six Thousand Three Hundred Fifty Dollars and No/100)**. This amount is based on the Schedule of Funding, Exhibit "B" attached hereto.

7. Of the estimated total cost of the PROJECT, the COUNTY has provided a total of \$1,126,534 (One Million One Hundred Twenty Six Thousand Five Hundred Thirty Four Dollars and No/100) of COUNTY funds for Design Services and \$8,126,519.00 (Eight Million One Hundred Twenty Six Thousand Five Hundred Nineteen Dollars and No/100) of COUNTY funds for Right-of-Way acquisition as specified in Exhibit "B". Once the Right-of-Way acquisition phase of the

Project is complete, the DEPARTMENT will verify the total amount of COUNTY funds expended and that are available to match the TRIP and CIGP funds as required.

8. The DEPARTMENT agrees to reimburse the COUNTY its actual direct costs, excluding COUNTY overhead, in an amount not to exceed **\$6,150,000.00 (Six Million One Hundred Fifty Thousand Dollars and No/100)** for the construction phase of the Project. The funding for this PROJECT is subject to annual Legislative approval and appropriation.

9. Actual direct costs are limited to the COUNTY'S direct payments to its contractor as required for completion of the PROJECT.

10. Reimbursement herein is conditioned on the following:

(A) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (including an Invoice Summary Sheet, supporting documentation to justify the charges and for the final payment, the Notice of Completion); and

(B) All payments from the DEPARTMENT to the COUNTY are conditioned upon the completion of the PROJECT in a manner consistent with the PROJECT construction plans by the COUNTY'S contractor;

(C) The COUNTY may receive progress payments for services that have been completed and accepted to the satisfaction of the DEPARTMENT when properly supported by invoices or other acceptable evidence of payment. The COUNTY will be reimbursed for each invoice at a rate of 50% of the total costs incurred as of the date of the invoice. The remaining balance due under this Agreement will be due upon proper submission of invoices and upon the completion and approval of all PROJECT services.

(D) Within 30 days after completion of the work authorized by this Agreement, the COUNTY shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, Exhibit "F". The certification shall state that work has been completed in compliance with the PROJECT construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

(E) The COUNTY shall provide documentation of the final costs for the PROJECT that the COUNTY has incurred for the services performed under this Agreement.

11. Section 163.3180, Florida Statutes, requires that facilities funded through the Transportation Regional Incentive Program adopt the level of service standards established by the DEPARTMENT by rule for the logical termini of the PROJECT. The logical termini of said facilities will be established by the construction contract let by the COUNTY. The COUNTY agrees that once the additional capacity from the PROJECT is available for purposes of concurrency under Section 163.3180, Florida Statutes, it will officially adopt the DEPARTMENT'S level of service for the segment of SR 434 between the logical termini.

12. If applicable, real property conveyed to the DEPARTMENT by the COUNTY for right of way necessary for the PROJECT and as a contribution towards the local share for a qualified PROJECT, must comply with the requirements of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. 4601, et sec., and implementing federal regulations, 49 CFR Part 24 and 23 CFR Part 710. The DEPARTMENT has established specific right of way acquisition guidelines for the Transportation Regional Incentive Program. These guidelines can be found at <http://www.dot.state.fl.us/planning/TRIP/RW-contributions.pdf> and are incorporated into this Agreement.

13. The COUNTY which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the COUNTY requests payment. Invoices which have to be returned to COUNTY because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor

Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline at 1-800-848-3792.

14. The COUNTY agrees to keep complete records and accounts in order to record complete and correct entries as to all costs, expenditures and other items incidental to the work for this PROJECT. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT at all times during the period of this agreement and for a period of five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the COUNTY'S general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

15. In the event this AGREEMENT is in excess of \$25,000.00 (TWENTY FIVE THOUSAND AND NO/100 DOLLARS) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year.”

16. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the PROJECT, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the COUNTY to that effect.

17. Audits: The administration of resources awarded by the Department to the COUNTY may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "G" to this Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "G" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to PROJECT records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS 4-549
DeLand, Florida 32720

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

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

2. In the event that a copy of the reporting package for an audit required by PART I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS 4-549
DeLand, Florida 32720

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS 4-549
DeLand, Florida 32720

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS 4-549
DeLand, Florida 32720

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd. MS 4-549
DeLand, Florida 32720

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

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

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

18. All tracing, plans specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and the COUNTY and shall at all times be and remain the property of the DEPARTMENT and the COUNTY without restriction or limitation on their use. The COUNTY will prepare a construction plans package in a format determined by the COUNTY that is suitable for reproduction.

19. After written notice and a reasonable opportunity to cure, either party may unilaterally cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by such party in conjunction with this Agreement.

20. This Agreement shall continue in effect and be binding on the parties until the PROJECT is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT.

21. The Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all prior negotiations, correspondence, conversation, agreements, or understanding applicable to the matters contain herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

22. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body have jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement

23. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Shirley Matthews	Vince Vacchiano
JPA Coordinator/MS 4-522	Construction Project Manager
719 South Woodland Boulevard	719 South Woodland Boulevard
DeLand, Florida 32720-6834	DeLand, Florida 32720-6834
PH: (386) 943-5452	PH: (386) 943-5406
shirley.matthews@dot.state.fl.us	vincent.vacchiano@dot.state.fl.us

SEMINOLE COUNTY

Brett Blackadar, P.E.
Seminole County Public Works Department
Engineering Division
520 West Lake Mary Boulevard
Sanford, Florida 32773
PH: (407) 665-5702
BBblackadar@seminolecountyfl.gov

24. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the COUNTY has executed this Agreement this _____ day of _____, 2008, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2008.

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY,FLORIDA**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: Brenda Carey

Name: George S. Lovett

Title: Chairman - BOCC

Title: Director of Transportation Development

As authorized for execution by the Board of County Commissioners at their _____, 2008 regular meeting.

Attest:

Attest:

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

Executive Secretary

For use and reliance of Seminole County only.
Approved as to form and legal sufficiency.

Legal Review

Legal Review:

County Attorney

Financial Provision Approval by
Department of Comptroller on:

Authorization Received From the Comptroller's
Office as to Availability of Funds:

EXHIBIT "A"

SCOPE OF SERVICES

Financial Management Number: 240233-2-58-01

Limits of Construction

- The limits of construction will be from Wekiva Springs Lane (which is just east of the Wekiva Springs Rd/Montgomery Rd intersection) to the westbound ramps of the I-4 interchange.
- The total project length is 1.116 miles.

Scope of Work

- Widening of the roadway from 4 to 6 lanes which includes the milling and resurfacing of existing pavement throughout the corridor.
- Widening the existing bridge over the Little Wekiva River.
- Construction of 6 minor linear ponds and the reconstruction and expansion of an existing pond. Addition of exfiltration trench on the north side just west of I-4
- Installing mast arm traffic signals at the intersections of Wekiva Springs Rd/Montgomery Rd, Springs Blvd/Gum St, Sanlando Office Park and Markham Woods Rd.
- Re-striping SR 434 within the limits of construction.
- Adding drought tolerant landscaping in the medians throughout the corridor.

Exhibit "B"

ESTIMATED SCHEDULE OF FUNDING

Phase	Funding	
	Department	COUNTY
Design	\$0.00	\$1,126,534
Right of Way	\$5,563,267	\$8,126,519
Construction/CEI	\$6,150,000*	\$3,789,930
Total	\$11,713,367*	\$13,042,983
Total Estimated Project Cost	\$24,756,350	
Total Estimated Construction and CEI Project Cost	\$9,939,930	

* The Department's share of the Total Project Cost is a lump sum amount that will not increase. In the event the Total Project Cost exceed the cost included in this Schedule of Funding, the COUNTY will be solely responsible to provide the additional funds that are necessary to complete the Project.

EXHIBIT "C"

ESTIMATED PROJECT PRODUCTION SCHEDULE
Financial Management Number: 240233-2-58-01

- | | | |
|------------------------------------|---|---------------|
| • County bids Construction | - | July 2008 |
| • County selects Construction Firm | - | October 2008 |
| • County gives NTP | - | January 2009 |
| • Earliest Construction Start | - | January 2009 |
| • Latest Construction Finish | - | December 2010 |

County - Seminole County
NTP - Notice to Proceed

EXHIBIT "D"

RESOLUTION/MINUTES

Financial Management Number: 240233-2-58-01

Exhibit "E"

TERMS & CONDITIONS OF CONSTRUCTION

1. The COUNTY is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT right-of-way to perform all activities necessary for the construction of the PROJECT (as described more fully in Exhibit "A"). The PROJECT shall be constructed in accordance with construction plans and specifications to be approved by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any substantial changes to the plans be required during construction of the PROJECT, the COUNTY shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The COUNTY shall be responsible to maintain the area of the PROJECT at all times during construction of the PROJECT. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said PROJECT shall be in favor of the DEPARTMENT.

2. The COUNTY shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The COUNTY shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The COUNTY is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the PROJECT. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the COUNTY will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of separate DEPARTMENT permits for drive-way connection, right-of-way utilization, stormwater discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT right-of-way nor the placing of facilities upon the DEPARTMENT'S land shall operate to create or vest any property right in the COUNTY except as otherwise provided in separate agreements.

6. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT'S review of COUNTY activities pursuant to this Agreement. The individual shall have the authority to act on behalf of the DEPARTMENT in all matters relative to this Agreement and his or her approval shall be binding on the DEPARTMENT. The COUNTY shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The COUNTY shall perform all required testing associated with the design and construction of the PROJECT in accord with DEPARTMENT standards and requirements. The COUNTY shall, as directed by the DEPARTMENT representative, procure independent assurance testing. Said testing results shall be provided to the DEPARTMENT representative and he or she shall approve or disapprove said testing results in an expedited manner. The DEPARTMENT shall have the right, but not the obligation, to perform such independent testing from time to time during the course of the PROJECT.

8. The COUNTY shall utilize only a DEPARTMENT pre-qualified prime contractor ("Contractor") and a DEPARTMENT qualified construction engineering and inspection firm ("CEI") to perform the work on the PROJECT.

9. The COUNTY shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by DEPARTMENT. Provided, however, in the event of an emergency, the COUNTY shall immediately make any necessary changes and notify the DEPARTMENT after the modifications.

10. The DEPARTMENT may request and shall be granted a conference with the COUNTY and at the COUNTY'S option, the COUNTY'S CEI firm, to discuss any part of the PROJECT activities that the DEPARTMENT determines to be inconsistent with the approved design plans and specifications. The COUNTY will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

11. The COUNTY shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the PROJECT so that the safe and efficient movement of the traveling public is maintained. The COUNTY is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the COUNTY shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the PROJECT area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S 2007 Standard Specifications for Road and Bridge construction and the DEPARTMENT'S 2008 Roadway and Traffic Design Standards, and as those sources may be amended from time to time. The COUNTY may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the PROJECT.

12. Construction shall be completed in accordance with the Schedule of Project Production attached to this Agreement.

13. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the COUNTY. Any additional right or privilege required to undertake and to complete construction of the PROJECT shall be secured by the COUNTY.

14. Upon completion of the work in accord with the Plans, the COUNTY shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable

specifications contained in the Standard Specifications for Road and Bridge Construction, 2007 edition as amended, or otherwise conform to or meet generally accepted professional practices. Additionally, the COUNTY shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents then the PROJECT shall be deemed accepted by and turned over to the DEPARTMENT.

15. In the event contaminated soil is encountered by the COUNTY or anyone within the DEPARTMENT right of way, the COUNTY shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the COUNTY of any required action related thereto.

16. The COUNTY shall assure that a load rating is submitted on any vehicular bridges prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is completed.

Exhibit "F"

MAINTENANCE REQUIREMENTS

1. The COUNTY hereby agrees to install or cause to be installed landscaping, black vinyl fencing and hardscaping on the highway facility as specified in the approved Landscape Plan(s). Such installation shall be pursuant to Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time. The COUNTY shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
2. The COUNTY shall require their landscape contractor to provide a one year warranty for the plantings which shall include the area of landscaping at the Little Wekiva required by St. Johns River Water Management District.
3. The COUNTY agrees to maintain the landscaping, black vinyl fencing and hardscaping within the medians pursuant to the approved Landscape Maintenance Plan(s), and Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time. The above named functions to be performed by the COUNTY shall be subject to periodic inspections by the DEPARTMENT. The COUNTY shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
4. All landscape, fence and hardscape installation and maintenance activities undertaken by the COUNTY shall be pursuant to the approved Work Zone Traffic Control Plan(s), if the DEPARTMENT Design Standards Index Series 600 is not applicable, and Rule 14-40.003, Florida Administrative Code.
5. If at any time after the COUNTY has assumed the landscaping, black vinyl fencing and hardscaping installation or maintenance responsibility above-mentioned, it shall come to the attention of the DEPARTMENT that the limits or a part thereof is not properly installed or maintained pursuant to the terms of this AGREEMENT, the District Secretary or his designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the COUNTY to place said COUNTY on notice thereof. Thereafter the COUNTY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:
 - a. If installation has been properly completed and maintenance by COUNTY is not in compliance with paragraphs 2 or 3, the DEPARTMENT may take action to maintain the landscaping, black vinyl fencing and hardscaping or a part thereof, with DEPARTMENT or Contractor's personnel, and invoice the COUNTY for expenses incurred, or
 - b. The DEPARTMENT may terminate the AGREEMENT, in which case the COUNTY shall at its own expense and within sixty (60) days after written notice by the DEPARTMENT, remove all of the landscaping and hardscaping that the

DEPARTMENT directs be removed and return the right-of-way to its original condition. The COUNTY will own such materials as it removes and the DEPARTMENT shall own any materials remaining. The DEPARTMENT may, in its discretion, remove, relocate or adjust the landscaping and hardscaping materials, with the COUNTY being responsible for the cost of any removal.

Upon DEPARTMENT action under one of the above options and upon direction of the DEPARTMENT, COUNTY shall cease installation and maintenance activities under this AGREEMENT.

6. It is understood between the parties hereto that the landscaping, black vinyl fencing and hardscaping covered by this AGREEMENT may be removed, relocated or adjusted by the DEPARTMENT at any time in the future as determined to be necessary by the DEPARTMENT in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The COUNTY shall be given sixty (60) calendar days notice to remove said landscaping, black vinyl fencing and hardscaping after which time the DEPARTMENT may remove the same.
7. The COUNTY may utilize its employees or third parties to accomplish its obligations for maintenance under paragraphs 2 or 3; however, COUNTY remains responsible for proper performance under this AGREEMENT and shall take all steps necessary to ensure that its employees or third parties perform as required under this AGREEMENT.

Exhibit "G"

NOTICE OF COMPLETION

TRANSPORTATION REGIONAL INCENTIVE PROGRAM
AND COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and SEMINOLE COUNTY

PROJECT DESCRIPTION: "Add Lanes and Reconstruction of SR 434 from Montgomery Road to I-4"

FINANCIAL MANAGEMENT ID# 240233-2-58-01

In accordance with the Terms and Conditions of the Agreement, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20__.

SEMINOLE COUNTY

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Agreement, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the PROJECT construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT "G"

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: County Incentive Grant Program (C.I.G.P.)

State Awarding Agency: Florida Department of Transportation

Catalog of State Financial Assistance (CSFA) Number: 55-008

Grant Amount: \$3,400,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Allowed Activities: The CIGP Program is intended to provide grants to counties, for improving transportation facilities which are located on the State Highway System or which relieve traffic congestion on the State Highway System.

Eligibility: 339.2817, Florida Statutes, establishes several minimum eligibility criteria in order to qualify for the CIGP funds. The project must:

1. Improve a facility on the State Highway System or relieve traffic congestion on the State Highway System. CIGP funds cannot be used for operational expenses.
2. Be consistent to the maximum extent feasible with the Florida Transportation Plan.
3. Be consistent to the maximum extent feasible, where appropriate, with the local Metropolitan Planning Organization
4. Be consistent with, to the maximum extent feasible, with any local comprehensive plans.*

*If the project is not in these plans, it must be amended into them within six months of application.

Matching: The percentage of matching funds provided for CIGP shall be a minimum of 50/50 percent of project cost.

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: Transportation Regional Incentive Program (T.R.I.P.)

State Awarding Agency: Florida Department of Transportation

Catalog of State Financial Assistance (CSFA) Number: 55-026

Grant Amount: \$2,750,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Allowed Activities: The TRIP Program is intended to provide state matching funds for capital projects, not operating expenses, on regionally significant facilities.

Eligibility: 339.2819, Florida Statutes, establishes several minimum eligibility criteria in order to qualify for the TRIP funds. They include:

1. Support those transportation facilities that serve national, statewide or regional functions projects and functions as an integrated regional transportation system.
2. Be identified in the capital improvements element of a comprehensive plan that has been determined to be in compliance with part II of chapter 163, after July 1, 2005, or to implement a long concurrency management system adopted by a local government in accordance with 1s. 163.3177(9). Further, the project shall be in compliance with local government comprehensive plan policies relative to corridor management.
3. Be consistent with the Strategic Intermodal System Plan developed under s. 339.64.
4. Have a commitment for local, regional or private financial matching funds as a percentage of the overall project cost.

Matching: The percentage of matching funds provided for TRIP shall be a minimum of 50/50 percent of project cost or up to 50 percent of the nonfederal share of project cost for a public transportation facility project.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amendment to Seminole County-Orlando Lake Forest, Inc. Traffic Signal Maintenance Agreement

DEPARTMENT: Public Works

DIVISION: Traffic Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Melonie Barrington

EXT: 5676

MOTION/RECOMMENDATION:

Authorize the Chairman to execute the Amendment to Seminole County-Orlando Lake Forest, Inc. Traffic Signal Maintenance Agreement.

District 5 Brenda Carey

Melonie Barrington

BACKGROUND:

At the March 14, 2006, Board of County Commissioners meeting, staff was given direction to proceed with terminating the Traffic Signal Maintenance Interlocal Agreements with the Cities within Seminole County. New agreements with five of the seven cities were approved at the August 22, 2006, County Commission meeting. Staff is now presenting the corresponding Amended Private Traffic Signal Maintenance Agreement with Orlando Lake Forest Inc. Upon recommendation of the County Attorney's Office, the current Private Traffic Signal Maintenance Agreements were not terminated, but amended to reflect the new rate and appropriately define owner and County responsibility. The annual maintenance fee rate of \$3,916 per signal is consistent with the rate used for the City agreements, and reflects staff's evaluation of annual costs incurred during the past two fiscal years to provide normal routine maintenance services. The new rate will be charged on a prorated basis effective May 1, 2008.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the Amended Traffic Signal Maintenance Agreement with Orlando Lake Forest, Inc.

ATTACHMENTS:

1. Orlando Lake Forest Signal Maintenance Agreement

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

**AMENDMENT TO SEMINOLE COUNTY-ORLANDO LAKE FOREST, INC.
TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

THIS AMENDMENT is made and entered into this _____ day of _____, 200__, and is to that certain Agreement made and entered into on the 5th day of March, 2001, between **LAKE FOREST MASTER COMMUNITY ASSOCIATION, INC.**, whose mailing address is c/o NTS Corporation, 10172 Linn Station Road, Louisville, Kentucky 40223, hereinafter referred to as "ASSOCIATION," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose mailing 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 ASSOCIATION, COUNTY and ORLANDO LAKE FOREST, INC., c/o NTS Corporation, 10172 Linn Station Road, Louisville, Kentucky 40223, developer of the Lake Forest subdivision, entered into the above referenced Agreement on March 5, 2001, to set forth the terms and conditions for the COUNTY to provide continuing maintenance of traffic signals located at the intersection of State Road 46 and Lake Forest Boulevard for the safe and efficient flow of traffic in Seminole County, Florida; and

WHEREAS, in September 2005, Orlando Lake Forest, Inc. assigned its duties, responsibilities and obligations set forth in the Agreement dated March 5, 2001 to the ASSOCIATION; and

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

WHEREAS, Section 9 of the Agreement provides that any amendments to the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties,

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

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

Section 1. Responsibilities of the COUNTY.

(a) Maintenance Service. The COUNTY will provide maintenance service for all traffic signals owned or partially owned by the ASSOCIATION that have been agreed to by the COUNTY through its County Traffic Engineer. A specific listing of said traffic signals within the scope of this Agreement is contained in Exhibit "A", attached hereto and incorporated herein by reference, and hereinafter referred to as the "Traffic Signals". The COUNTY will maintain the Traffic Signals to the extent of the COUNTY's capabilities (in terms of ordinary maintenance and repair) and will charge the ASSOCIATION an Annual Maintenance Fee for said services. Further, the COUNTY shall seek additional compensation from the ASSOCIATION for costs it incurs above and beyond normal routine maintenance, to include, but not be limited to: mast arms, controller and/or cabinet replacement, emergency preemption (Opticom) equipment and video and loop detection equipment. These additional costs will not exceed the actual cost to the COUNTY.

(b) Changes to Inventory of Traffic Signals Subject to this Agreement. The parties agree that the County Traffic Engineer, within his/her discretion, may acknowledge additions of new signals or

subtractions of signals to/from the inventory of Traffic Signals subject to this Agreement as contained in Exhibit "A". As such, the ASSOCIATION may request that a traffic signal be added to or subtracted from this Agreement by making such request in writing directly to the County Traffic Engineer at the address listed in Section 6 of this Agreement. Such acceptance of responsibility for the maintenance of a new traffic signal or for the removal of a traffic signal from the inventory of Traffic Signals as contained in Exhibit "A" will not be effective until the ASSOCIATION receives a written notification of such acceptance of addition or removal from the County Traffic Engineer. The ASSOCIATION, and COUNTY agree that the provisions of this Agreement including, but not limited to, provisions regarding maintenance and costs, will be applicable to traffic signals added to or removed from the inventory of Traffic Signals subject to this Agreement.

(c) Maintenance Standards. The Traffic Signals will be maintained in accordance with the most current Manual of Uniform Traffic Control Devices promulgated by the State of Florida Department of Transportation pursuant to Section 316.0745, Florida Statutes.

(d) Request for Payment. The COUNTY agrees to send requests for payment of its Annual Maintenance Fee as calculated in Section 3 hereof on a yearly basis. Requests for payment of any additional charges as outlined in section (a), above, which exceed those in Section 3 hereof shall be billed as incurred.

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

Section 2. Responsibilities of the Association.

(a) Payment. The ASSOCIATION agrees to pay an Annual Maintenance Fee for the services provided by the COUNTY pursuant to this Agreement, Section 1 (a). Further, the ASSOCIATION shall reimburse the COUNTY for any costs the COUNTY incurs above and beyond normal routine maintenance as described in Section 1 (a) of this Agreement. The ASSOCIATION also agrees to be responsible for the full cost of power required to operate the traffic signals and shall make payment directly to the appropriate power company.

(b) Time. The ASSOCIATION agrees to remit payment for each invoice rendered hereunder by COUNTY within thirty (30) days of receipt of the COUNTY's request for payment.

(c) Notice to Successors, Grantees and Assigns. ASSOCIATION shall give the COUNTY contemporaneous notice of any transfer of fee title for properties served by the Traffic Signals. ASSOCIATION shall give its successors, grantees and assigns written notice of this Agreement, which shall also be executed in form adequate for recording in the Official Public Records of Seminole County, Florida, and shall become a Agreement running with the land, described more particularly herein as:

"SEE ATTACHED EXHIBIT "B"

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

Section 3. Calculation of Charges.

(a) Normal Routine Maintenance. The parties agree that the ASSOCIATION shall pay COUNTY a flat Annual Maintenance Fee for normal routine maintenance services.

(b) Annual Maintenance Fee Calculation.

(1) The parties agree that the Annual Maintenance Fee shall be based on the following: the calculated total costs to maintain all of the signals in the County as documented and tracked by the computerized work management system (Maintstar) will be divided by the total number of signals in the County to arrive at an average per intersection cost. This average cost will be the fee charged to the ASSOCIATION and shall be calculated each year, based on actual cost averages from the previous year. An amount equal to ten percent (10%) of the full signal maintenance cost calculated above shall be added to the amount otherwise arrived at to determine the amount to be paid by the ASSOCIATION to cover risks and other administrative obligations assumed by the COUNTY in maintaining traffic signals.

(2) From the effective date of this Agreement, until changed, pursuant to the criteria herein, the Annual Maintenance Fee for each signal within the scope of this Agreement shall be as set forth in Exhibit "A" herein, and shall be increased or decreased from time to time at the request of the County Traffic Engineer with written notice to the ASSOCIATION.

4. Section 4 of the Agreement is amended to read:

Section 4. Term. This Agreement shall take effect upon execution of the Agreement by the COUNTY (the ASSOCIATION having signed first) and shall remain in force until terminated as provided herein.

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

Section 5. Termination of the Agreement. Without impairing its right to receive ASSOCIATION payments already due, the COUNTY may terminate this Agreement (1) at any time by giving the ASSOCIATION sixty (60) days written notice thereof; or (2) by any method as set forth in Section 14 of this Agreement.

6. Section 6 of the Agreement is amended to read:

Section 6. Notices. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:


Seminole County Traffic Engineer
Department of Public Works
Seminole County
140 Bush Boulevard
Sanford, Florida 32773

For ASSOCIATION:

Community Association Manager
Lake Forest Master Community Association, Inc.
5350 Shoreline Circle
Sanford, Florida 32771

7. Section 7 of the Agreement is amended to read:

Section 7. Representations. The undersigned represent that they are the designated officers of ASSOCIATION, that this document has been reviewed and duly approved for execution by all necessary officers or directors of ASSOCIATION with all the formalities required by law for

them to enter into a binding agreement; and that the ASSOCIATION has likewise authorized the undersigned to bind the ASSOCIATION to the terms and conditions contained in this Agreement.

8. Section 10 of the Agreement is amended to read:

Section 10. Governing Law. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement. Jurisdiction and venue for any civil legal action in connection herewith shall lie only in the Eighteenth Judicial Circuit Court of the State of Florida, in and for Seminole County and for Federal legal actions, jurisdiction and venue shall be in the United States District Court, Middle District of Florida, Orlando Division.

9. Section 11 of the Agreement is amended to read:

Section 11. Parties Bound. This Agreement is binding upon and shall inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a Agreement running with the land.

10. Section 12 of the Agreement is amended to read:

Section 12. Conflict of Interest.

(a) The ASSOCIATION agrees that it will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The ASSOCIATION hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5% of the total assets or

capital stock) either directly or indirectly, in the ASSOCIATION and that no such person shall have any interest during the term of this Agreement.

(c) The ASSOCIATION shall have the continuing duty to report to the COUNTY any information that indicates a possible violation of this Section.

11. Section 14 of the Agreement is added to read:

Section 14. Default and COUNTY's Remedies.

(a) It shall be a default if the ASSOCIATION fails to make any payment of costs due under this Agreement or any other sums to the COUNTY when due and does not cure such default within thirty (30) days after written notice thereof; or if the ASSOCIATION fails in the performance of any other Agreement or condition of this Agreement and does not cure such other default within thirty (30) days after written notice from the COUNTY specifying the default complained of unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days, in which case the ASSOCIATION shall have such time as is reasonably necessary to remedy the default provided that said ASSOCIATION promptly takes and diligently pursues such actions as are necessary.

(b) In the event of a default by the ASSOCIATION the COUNTY shall have the right, at its option, in addition to and not exclusive of any other remedy the COUNTY may have by operation of law, without any further demand or notice, to terminate this Agreement, in which event the ASSOCIATION shall immediately pay the COUNTY a sum of money equal to the total of: (1) the amount of any unpaid costs per

this Agreement accrued through the date of termination; and (2) any other amount necessary to compensate the COUNTY for all costs, damages, expenses, fees, charges, or detriment proximately caused by the ASSOCIATION'S failure to perform its obligations under this Agreement.

(c) If suit shall be brought by the COUNTY for the recovery of any costs due under this Agreement or any other amount due under the provisions of this Agreement, or because of the breach of any other Agreement, the ASSOCIATION shall pay to the COUNTY any and all expenses incurred therefore, including, but not limited to, reasonable attorney fees. If the COUNTY is represented by the County Attorney's Office, then the COUNTY may recover fees based upon prevailing market rates in private practice, irrespective of actual salaries paid by the COUNTY.

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

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

ATTEST:

LAKE FOREST MASTER ASSOCIATION, INC.

PKB

, Secretary

By: John D. Witzig

, President

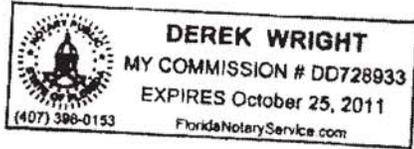
(Corporate Seal)

Date: 3/11/08

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 11 day of March, 2008, by Paul Burton, John Witzig and _____, as President and Secretary, respectively, of Lake Forest Master Association, Inc., who are personally known to me or who

have produced FL. Drivers License as identification. They have acknowledged before me that they have executed the foregoing instrument as such managing members in the name and on behalf of Lake Forest Master Association, Inc.



Derek Wright
Print Name Derek Wright
Notary Public in and for the County
And State aforementioned
My commission expires: 10/25/11

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.



County Attorney
SED/lpk/sb
11/29/06 01/10/07 12/19/07 3/5/08
p:\users\lkennedy\my documents\public works\amended traffic signal maintenance covenant-orlando lake forest, inc..doc

- Attachments:
Exhibit "A" - Traffic Signal Inventory List
Exhibit "B" - Legal Description

EXHIBIT "A"

**SEMINOLE COUNTY - ORLANDO LAKE FOREST, INC
TRAFFIC SIGNAL MAINTENANCE
INTERLOCAL AGREEMENT**

The traffic signal(s) covered by this AGREEMENT are located at the following intersections:

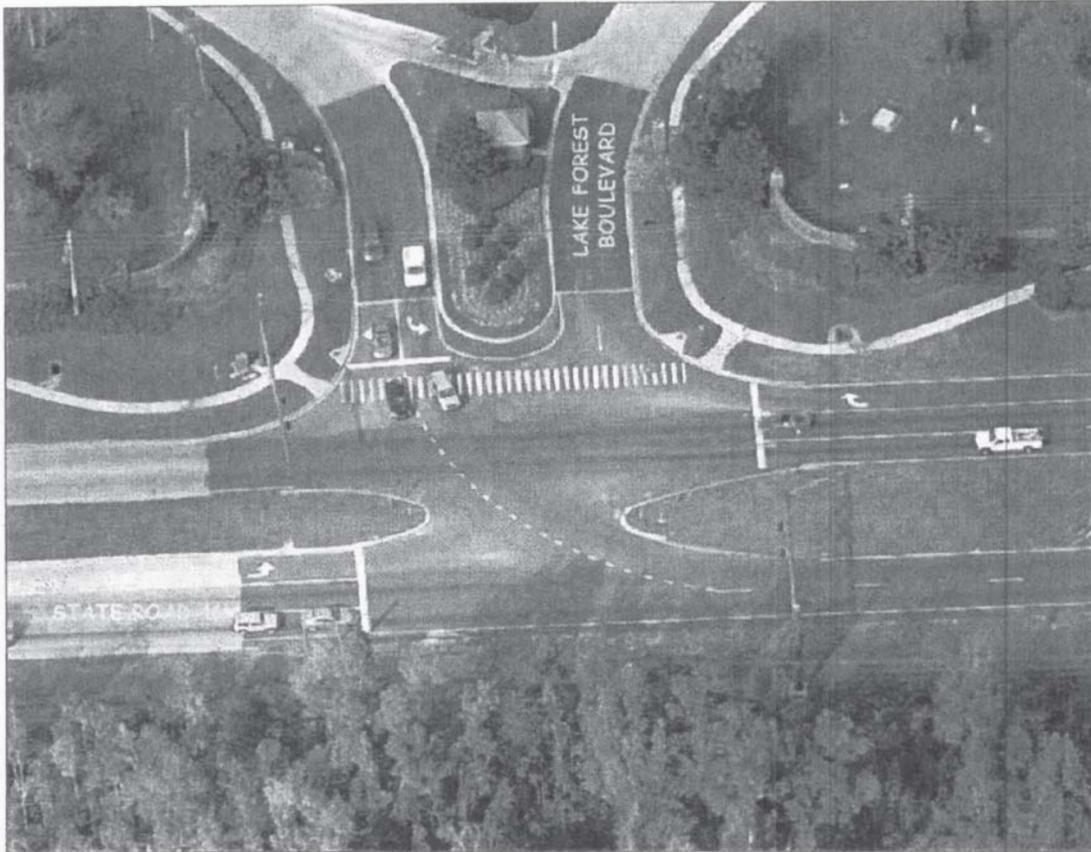
1. SR 46 / Lake Forest Boulevard

VARIABLE CHARGES FOR MAINTENANCE OF TRAFFIC SIGNALS

The following charges for the Annual Maintenance Fee under Section 3 of this Agreement shall be as follows, subject to being increased by the County Traffic Engineer pursuant to the terms of this agreement:

1. The Annual Maintenance Fee for signal maintenance within the scope of this AGREEMENT and to be invoiced annually shall be \$3,916.00 per signal.

State Road 46/Lake Forest Boulevard Exhibit "B"



SECTION 30 TWP 19 RANGE 30

LEGAL DESCRIPTION

STREET (LESS FROM NE COR RUN W 1325.38 FT S 815.6 FT W TO WLY R/W OF LAKE FOREST BLVD TO POB
 RUN S 37 DEG 39 MIN 4 SEC W 87.39 FT NWLY ALG CURVE 23.17 FT N 49 DEG 4 MIN 2 SEC W 47.47 FT N 40 DEG 55
 MIN 58 SEC E 55.5 FT S 49 DEG 4 MIN 2 SEC E 42.64 FT NELY ALG CURVE TO BEG)
 LAKE FOREST BLVD PB 41 PGS 11 & 12

 <p>SEMINOLE COUNTY FLORIDA</p>	<p>State Road 46 Lake Forest Boulevard</p> <p>Traffic Signal Maintenance Agreement</p>	<p>Seminole County Traffic Engineering 140 Bush Loop Sanford, Florida 32773 Phone (407) 665-5677 FAX (407) 665-5623</p>
		<p>December 2007</p>

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure & Payroll Approval Lists; BCC Minutes & Clerk's Received and Filed

DEPARTMENT: Clerk's Office

DIVISION:

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Sandy McCann **EXT:** 7662

MOTION/RECOMMENDATION:

Approval of Expenditure lists dated March 24 & 31, 2008; and Payroll Approval List dated March 15, 2008; and Official Minutes dated March 25, 2008; and Clerk's "Received and Filed" - for information only.

County-wide

Dave Godwin

BACKGROUND:

See attached

STAFF RECOMMENDATION:

Staff recommends Board approve Expenditure lists dated March 24 & 31, 2008; and Payroll Approval List dated March 15, 2008; and Official Minutes dated March 25, 2008; and Clerk's "Received and Filed" - for information only.

ATTACHMENTS:

1. Clerk's Report 4/22/08

Additionally Reviewed By: No additional reviews

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure & Payroll Approval Lists; BCC Minutes & Clerk's Received and Filed

DEPARTMENT Clerk's Office **DIVISION:** County Commission Records

AUTHORIZED BY Dave Godwin **CONTACT:** Sandy McCann **EXT.** 7662

Agenda Date 04-22-2008 **Regular** **Consent** **Work Session** **Briefing**

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Approval Lists
Approval of BCC Official Minutes

BACKGROUND:

1. Expenditure Approval Lists dated March 24 & 31, 2008 and Payroll Approval List dated March 15, 2008
2. Official Minutes dated March 25, 2008
3. Clerk's "Received and Filed" - for information only

Reviewed by:
Co. Att _____
OMB _____
Other _____
DCM _____
CM _____

CLERK'S REPORT
APRIL 22, 2008

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL LISTS AND PAYROLL LIST

Expenditure Approval Lists dated March 24 & 31, 2008; and Payroll Approval List dated March 15, 2008, presented.

ACTION REQUESTED: Motion approving same.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated March 25, 2008.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only.

1. Memo from Sandy McCann, Commission Records, to Liz Parkhurst, Planning & Development, dated March 19, 2008 re: list of outstanding documents.
2. Memo from Jill Taylor, Purchasing, to Sandy McCann, Commission Records, re: the voiding of Amendment #1 to W.O. #2 to PS-5185-05/AJR.
3. Head Tennis Pro Agreements with the following: Roy Coopersmith and John Lefort.
4. Notice of Non-Renewal of Letters of Credit for #55101278 & #55101279 for Grande Oaks.
5. Memo from Liz Parkhurst, Planning & Development, to Sandy McCann, Commission Records, dated March 24, 2008 re: list of outstanding documents.
6. Resolution #2007-R-212, Capital Improvement Plan, as approved by the BCC on November 13, 2007.
7. Letter of Understanding with the city of Casselberry for the Florida Yards & Neighborhood Program.

8. Letter of Understanding with the city of Longwood for the Florida Yards & Neighborhood Program.
9. Letter of Understanding with the city of Sanford for the Florida Yards & Neighborhood Program.
10. Letters of Credit #F851936 in the amount of \$493,374.92 and #F851937 in the amount of \$453,484.78 for Gerami property, respectively.
11. Letter from U Store It advising of address change for all tax bills, notices, etc.
12. Flexible Benefits Plan documents as approved by the BCC on September 11, 2007.
13. Audit Report #2008-118 from the Auditor General with regard to Seminole Community College.
14. W.O. #7 to CC-1284-06/TLR.
15. W.O. #1 to PS-1905-07/BLH.
16. Third Amendment to RFP-600006-06/GMG, with Ott Landscape Maintenance, Inc.
17. Contract #M-3253-08/DMR with Bowyer-Singleton & Associates, Inc.
18. C.O. #3 to CC-2143-07.
19. W.O. #95 to PS-5165-04/AJR.
20. W.O. #92 to PS-5165-04/AJR.
21. W.O. #74 to PS-5150-03/AJP.
22. Second Amendment to IFB-3121-05/GMG.
23. W.O. #23 to PS-1074-06/TRJ.
24. Second Amendment to IFB-3129-05/GMG.
25. W.O. #93 to PS-5165-04/AJR.
26. W.O. #16 to PS-1501-06/JVP.
27. W.O. #4 to PS-5173-04/AJR.

28. C.O. #1 to W.O. #17 to CC-1075-06/TJR.
29. Amendment #1 to W.O. #12 to PS-1074-06/TRJ.
30. Close Out for CC-1075-06 W.O. #18.
31. W.O. #24 to RFP-0225-05.
32. W.O. #7 to PS-5185-05/AJR.
33. Amendment #1 to W.O. #63 to PS-5150-03.
34. Contract #M-3164-08/VFT, with PBS&J.
35. First Amendment to RFP-4232-04/TLR, Land Design Innovations.
36. First Amendment to RFP-4232-04/TLR, Calvin, Giordano & Assoc.
37. First Amendment to RFP-4232-04/TLR, Carter Burgess.
38. Contract #M-3265-08/VFT, PBS&J.
39. W.O. #57 to PS-5120-02/BJC.
40. W.O. #94 to PS-5165-04/AJR.
41. W.O. #25 to PS-1074-06/TRJ.
42. First Amendment to IFB-600108-06/TLR.
43. W.O. #6 to M-485-05/PWM.
44. W.O. #24 to PS-1074-06/TRJ.
45. C.O. #1 #2 to CC-2583-07.
46. Revenue Agreement with University of Florida Board of Trustees for the Florida Yards & Neighborhood Program.
47. Title Opinion for the plat of Savannah Park.
48. HUB/CDBG Subrecipient Agreement with the city of Sanford for Program Years 2007-2008 and 2008-2009, as approved by the BCC on July 24, 2007.

49. Contract for Sale & Purchase of Land for Jetta Point Park with Charles Clark, as approved by the BCC on February 26, 2008.
50. Addendum #1 to Astor Farms PUD.
51. Development Orders for Peter & Nita Sintzenich and Boni Guest House.
52. Revised & Restated Development Order for Golden Apple Enterprises, LLC, for the East Lake Brantley Drive Rezoning, as approved by the BCC on November 13, 2007.
53. Development Order for Lorenzo Polk.
54. Customer Agreement for Reclaimed Water Rates for Hearthstone Multi-Asset Entity C for Savannah Park Townhouses.
55. Conditional Utility Agreement for Potable & Reclaimed Water Service for Steel Curtain of Central Florida, LLC, and Alaqua Group, LLLP for the Alaqua Country Club Subdivision.
56. Conditional Utility Agreements with Matthew & Joanne Brown for Acorn Park.
57. Bill of Sale and Letter of Acceptance for the water systems within Dunwoody Plaza.
58. Bill of Sale, Utility Easement and Letter of Acceptance for water and sewer for the CFE Federal Credit Union.
59. Copy of e-mail dated April 1, 2008 from Deputy County Manager, Joe Forte, to Chief Deputy Clerk, Bruce McMenemy, re: purchases and responsibilities of County Finance; and e-mail response from Chief Deputy Clerk, Bruce McMenemy, to DCM, Joe Forte.
60. Copy of e-mail dated April 1, 2008 from Deputy County Manager, Joe Forte, to Chief Deputy Clerk, Bruce McMenemy, responding to previous e-mail regarding purchases; and e-mail dated April 2, 2008 from Chief Deputy Clerk, Bruce McMenemy, to DCM, Joe Forte.
61. 2nd Amendment to IFB-31-02-05.

62. Bids as follows: IFB-600301-07, PS-3065-08, PS-3018-08, RFP-600254-07, RFP-2832-07, IFB-600324-08, and RFP-600637-08.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Law Enforcement Trust Fund Contribution to Florida Missing Children's Clearing House Advisory Board

DEPARTMENT: Sheriff's Office

DIVISION:

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Penny Fleming **EXT:** 6617

MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners to contribute \$500 from the Law Enforcement Trust Fund to the Florida Department of Law Enforcement's Missing Children Clearing House Advisory Board.

County-wide

Penny Fleming

BACKGROUND:

The Missing Children Clearing House Advisory Board, a component of the Florida Department of Law Enforcement (FDLE) helps highlight the plight of missing children by sponsoring an annual Florida Missing Children Day, which was enacted by the Florida Legislature in 1999. The annual ceremony, which this year will be held on September 8, 2008 in Tallahassee, will be attended by Governor Crist, governmental dignitaries from throughout Florida, law enforcement officials and hundreds of parents and children. The Sheriff's Office desires to contribute \$500 to the FDLE's Missing Children Clearing House Advisory Board to assist them in planning and funding this very worthwhile event.

This request complies with Chapter 932.7055(4)(a), Florida State Statutes. The State/Local uncommitted Forfeiture Fund Cash Balance prior to this commitment is \$23,716.93.

STAFF RECOMMENDATION:

The Sheriff's Office staff recommends the Board approve to contribute \$500 from the Law Enforcement Trust Fund to the Florida Department of Law Enforcement's Missing Children Clearing House Advisory Board.

Additionally Reviewed By: No additional reviews

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Water and Sewer Capital Improvement Program Briefing**DEPARTMENT:** Environmental Services**DIVISION:** Planning Engineering Inspections**AUTHORIZED BY:** John Cirello**CONTACT:** Carol Hunter**EXT:** 2021**MOTION/RECOMMENDATION:**

Approve 2008 Validation of the Water and Sewer Capital Improvement Program (CIP); and, approve staff to continue to proceed with preparation for the 2nd Bond issue; and, provide direction to staff regarding the current development strategy for Phase 2 of the Regional Surface Water Treatment Facility at Yankee Lake.

County-wide

John Cirello, Dennis Westrick

BACKGROUND:

The last update to the Board on CIP progress and outlook was provided in June 2007. The intent at that time was to provide program update briefings to the Board on a semi-annual basis. However, plans to provide the next update briefing in early 2008 were adjusted in order to have a clearer disposition of the project to construct the Regional Surface Water Treatment Facility at Yankee Lake, which has been awaiting a Consumptive Use Permit (CUP).

Now that the Yankee Lake CUP is in the administrative board hearing process, staff is able to update the Board on CIP progress to date and provide an outlook on upcoming activities.

Additionally, staff has been meeting with potential partners on Phase 2 of the Regional Surface Water Treatment Facility at Yankee Lake and is seeking Board direction as it relates to the governance structure.

STAFF RECOMMENDATION:

Staff recommends the Board affirm the 2008 Validation of the CIP; and,

Affirm continuing to proceed with preparation for the 2nd Bond issue; and,

Affirm the current development strategy for Phase 2 of the Regional Surface Water Treatment Facility at Yankee Lake.

ATTACHMENTS:

1. CIP Presentation

Additionally Reviewed By: No additional reviews



Seminole County Environmental Services Water and Sewer Capital Improvement Program Briefing

April 22, 2008

Briefing Purpose

- Staff Seeks To Update The BCC On The CIP Program Progress To Date And Provide An Outlook Of Upcoming Program Activities
- Semiannual Program Update
- BCC Consensus
 - 2008 Validation
 - 2nd Bond Issue
 - Yankee Lake Surface Water Plant Ph2 Approach

Program Update Agenda

- ▶ Introduction
 - Dr. John Cirello, Environmental Services
- ▶ Program Status & Accomplishments
 - Drew Jeter, CH2M HILL
- ▶ 2008 Revalidation/Reprioritization
 - Dennis Westrick, Environmental Services
- ▶ 2nd Bond Issue
 - Bob Briggs, Environmental Services
- ▶ Yankee Lake Surface Water Plant Project, Phase 2
 - Dr. John Cirello, Matt Alvarez, CH2M HILL, Eric Rothstein
- ▶ Summary
 - Dr. John Cirello

Program Update Agenda

- ▶ Introduction
 - *Dr. John Cirello, Environmental Services*
- ▶ Program Status & Accomplishments
 - *Drew Jeter, CH2M HILL*
- ▶ 2008 Revalidation/Reprioritization
 - *Dennis Westrick, Environmental Services*
- ▶ 2nd Bond Issue
 - *Bob Briggs, Environmental Services*
- ▶ Yankee Lake Surface Water Plant Project, Phase 2
 - *Dr. John Cirello, Matt Alvarez, CH2M HILL, Eric Rothstein*
- ▶ Summary
 - *Dr. John Cirello*

Introduction

Substantial CIP Progress

- Total Expended \$46M
 - Expended 2007: \$29M
 - Expended 2008: \$17M
- Remaining Encumbrance: \$101M
- CIP Value In Design/Planning \$44M

Being Executed In Favorable Economic Environment

- Competitive Market

Established Alternative Water Supply Leadership

- Yankee Lake SWTF Years Ahead of Any Local Utility
- Positioned As Regional Leader

Program Update Agenda

- ▶ Introduction
 - *Dr. John Cirello, Environmental Services*
- ▶ Program Status & Accomplishments
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 - *Dennis Westrick, Environmental Services*
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- ▶ Summary
 - *Dr. John Cirello*

Program Management

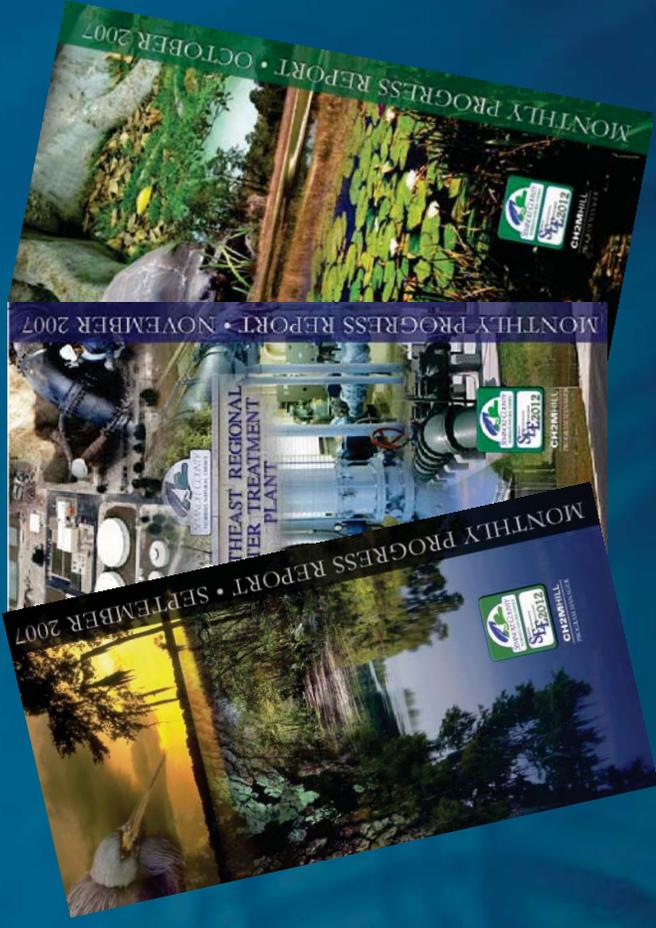
Program Controls

- Master Schedule Tracks All Components of CIP Projects

- 3,700 schedule components

- CIP Cost Data Base Tracks All Project Scopes, Budgets and Contracts

- Document Control System Stores, Retrieves, Tracks All Project/Contract Documents (Submittals, Permits, Invoices, etc)



Program Communication

- Monthly Progress Report Now Includes Metrics, Photos, Graphics
- Program Website Now Displays Project Data Directly From Program Control Systems
- HOA Outreach Including Numerous Meetings & Mail Outs

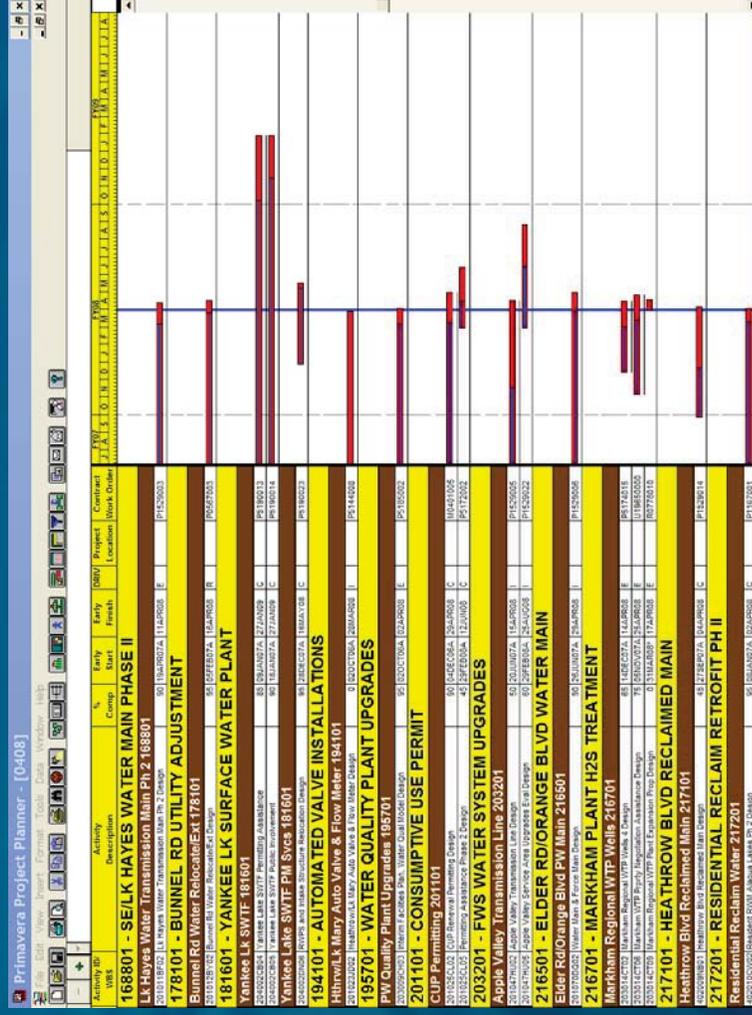
Design Management

All 1st Bond Funding Period Projects Have Been Started

- Design Complete: 33 Projects
- In Design: 50 Projects
- In Planning: 25 Projects

Each Project Managed By:

- County Project Manager
- Program Design Manager
- Design Consultant



Activity ID	Activity Description	% Comp	Early Start	Early Finish	Project Location	Contract Work Order
168801	SE/LK HAYES WATER MAIN PHASE II					
178101	BUNNEL RD UTILITY ADJUSTMENT					
181601	YANKEE LK SURFACE WATER PLANT					
194101	AUTOMATED VALVE INSTALLATIONS					
195701	WATER QUALITY PLANT UPGRADES					
201101	CONSUMPTIVE USE PERMIT					
203201	FWS WATER SYSTEM UPGRADES					
216501	ELDER RD/ORANGE BLVD WATER MAIN					
217101	HEATHROW BLVD RECLAIMED MAIN					
217201	RESIDENTIAL RECLAIM WATER RETROFIT PH II					

Workload Balanced Between 8 Design Consultants

- Over \$17M in Total Design Fees Distributed/Projected via MSA
- Recently Renewed All 8 Contracts

Construction Management

Construction Progress

- Substantially Complete - \$ 14 million
- Under Construction - \$ 23 million
- Bid Phase - \$ 57 million (includes YL)

Accomplished To Date

- 85,000 LF Pipe Installed
- 3.25 Million Gallons Of New Storage For Reclaimed Water
- 845 Residences Provided Access To Reclaimed Water Service
- No Recordable Safety Incidents



Residential Reclaimed Retrofit Phase 1

📍 1st of 5 Phase Residential Retrofit Program To Provide Reclaimed Irrigation

📍 Cost: \$10.8M

📍 845 Service Connections

— Magnolia Plantation

— Heathrow Woods

— Bridgewater

📍 Substantial Completion Reached In February 2008



Outlook

- 2008 Validation Solidified CIP Posture in Preparation for 2nd Revenue Bond
- High Rate of Design Delivery on Remaining 1st Bond Period Projects Through Fall 2008
- Steady Construction Pace On 1st Bond Period Projects Through Spring/Summer 2009



Program Update Agenda

- ▶ Introduction
 - *Dr. John Cirello, Environmental Services*
- ▶ Program Status & Accomplishments
 - *Drew Jeter, CH2M HILL*
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 - *Dr. John Cirello, Matt Alvarez, CH2M HILL, Eric Rothstein*
- ▶ Summary
 - *Dr. John Cirello*

Revalidation/Reprioritization

Annual CIP Revalidation/Reprioritization Ensures:

- Project Scopes, Costs and Timing Continue To Meet County Needs (Regulatory/CUP, Capacity, Etc.)
- 5-Year CIP (Thru 2011) Remains Aligned To \$332M Baseline Budget
- Important Preparation For The 2nd Bond Issue

2008 Revalidation

- Reviewed And Updated Scopes And Cost Estimates For All Projects Thru 2011 Not Yet Advertised For Construction Bid
- All Pipeline Routes Driven & Plants Visited; Features Photoed

2008 Reprioritization

- Reviewed CIP Prioritization And Adjusted As Needed To Accommodate Significant New Developments
- Incorporated New Master Plan Recommendations Related to CIP Through 2011
- Included All Projects With Designs Not Yet Begun

Developments Since 2006

📌 Updated Wastewater & Reclaimed Master Plans (Reiss)

- Completed July 2007
- Identified Significant Additional Regulatory and Reliability Improvements
 - e.g. Yankee Lake & Greenwood Lakes WWTFs (\$25M-\$30M)

📌 New Water Quality Master Plan (Boyle Eng.)

- Phase 1 (Thru 2011), Currently in Draft
 - Implementation of Ozone Treatment Technology to Eliminate Taste & Odor and for Future EPA Regulatory Compliance (\$35M)
- Phase 2 (2012-2025), Currently Underway

Revalidation Results

📌 Revalidated CIP Requirements Thru 2011 \$3332M

- On Track w/Original CIP Baseline Budget

📌 Projects Beyond 2011 (\$45M)

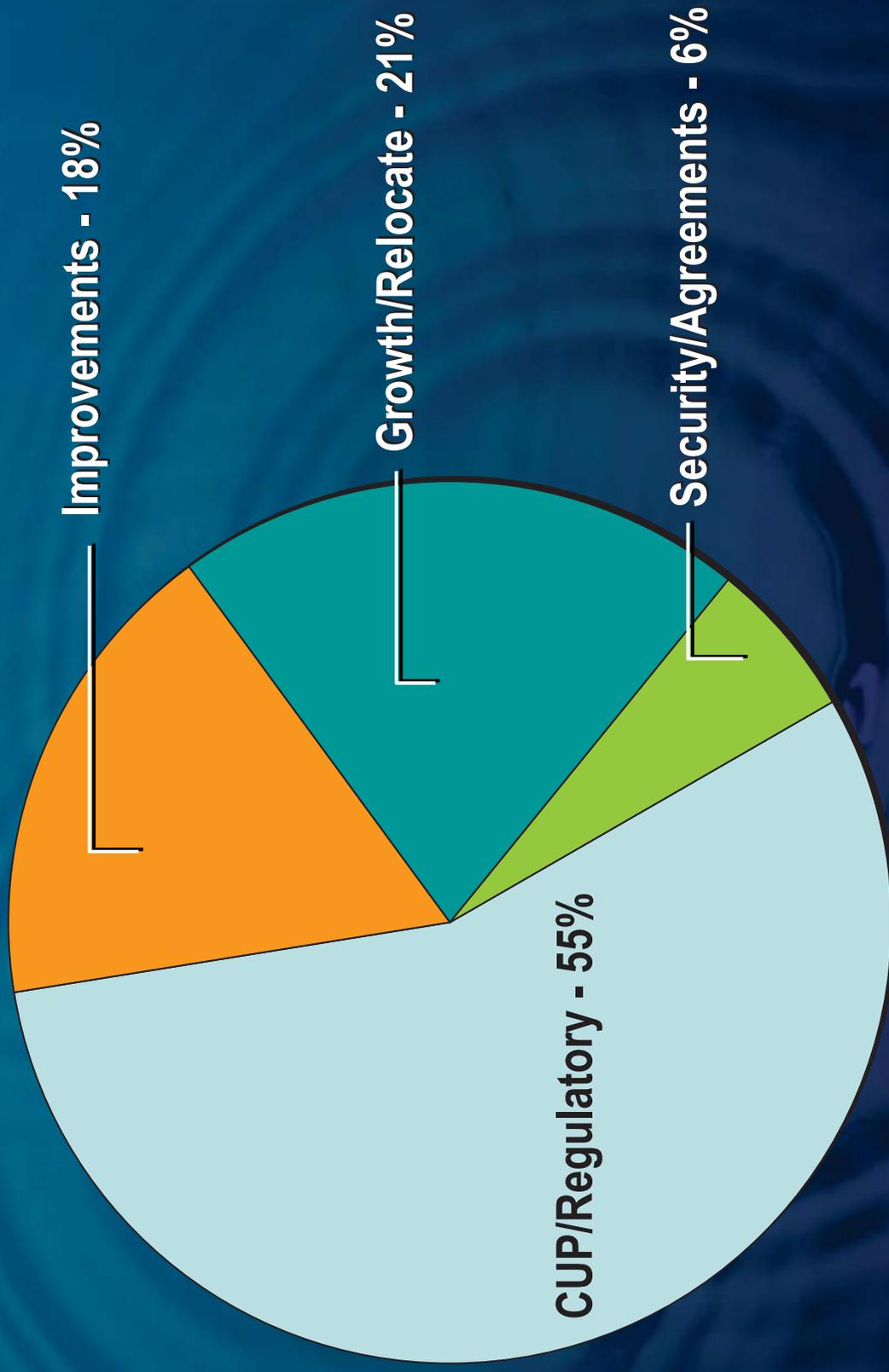
- SER / WTF Upgrade (w/Ozone Conversion) (\$25.2M / 2012)
- Lynwood WTF Upgrade (w/Ozone Conversion) (\$10.2M / 2013)
- Public Works Support Projects (\$9.3M)

- Continued Master Plan Updates

- Pending Final Distribution System Modeling
- Collection System Analysis
- Results Will Be Included In Next Semi-Annual Briefing

Updated CIP Funding Drivers

No major changes in Program Purpose and Intent from 2006



Program Update Agenda

- ▶ Introduction
 - *Dr. John Cirello, Environmental Services*
- ▶ Program Status & Accomplishments
 - *Drew Jeter, CH2M HILL*
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- ▶ Summary
 - *Dr. John Cirello*

2nd Bond Issue Projects

2009-2011 Capital Improvement Program

– \$127M

Key Projects:

- Water Treatment Plants
 - Markham WTP (w/Ozone Conversion) (\$23M / 2009)
- Residential Reclaimed Retrofits
 - Phases 3 – 5 (\$21M / 2009 – 2011)
- Waste Water Plants & Mains
 - Greenwood Lakes WRF (\$16M / 2009)
 - SR46 Force Main (\$10M / 2009)

2nd Bond Issue

- ▶ Program Funding Strategy Remains On Track
- ▶ Initial Phase Of Project Funding At \$156M Approaching Full Allocation
- ▶ Phase II Project Needs Remain At \$90M
- ▶ Projects In The 2012 And 2013 Budget Years Currently Total \$45M Based On Master Plan Updates

BCC Consensus Items

- ✔ SCESD seeks BCC consensus on
 - Program 2008 Validation
 - Commencement of 2nd Bond Issue at \$90M

15 min BREAK



Program Update Agenda

- 🚩 Introduction
 - *Dr. John Cirello, Environmental Services*
- 🚩 Program Status & Accomplishments
 - *Drew Jeter, CH2M HILL*
- 🚩 2008 Revalidation/Reprioritization
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- 🚩 Summary
 - *Dr. John Cirello*

Project Description

Project Objectives

- Address requirements for alternative water supply conversion by 2013
- Leverage Yankee Lake plant site for regional water supply benefit
- Achieve economies of scale benefiting all regional participants
- Facilitate environmentally sustainable economic development
- Seminole County assets and investments conveying regional benefits



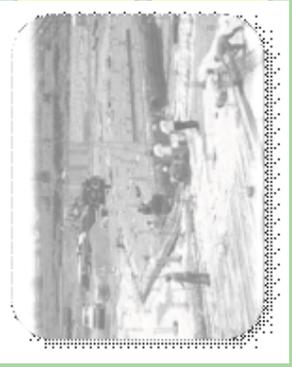
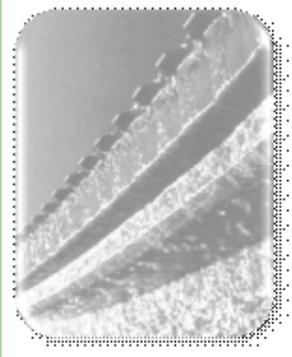
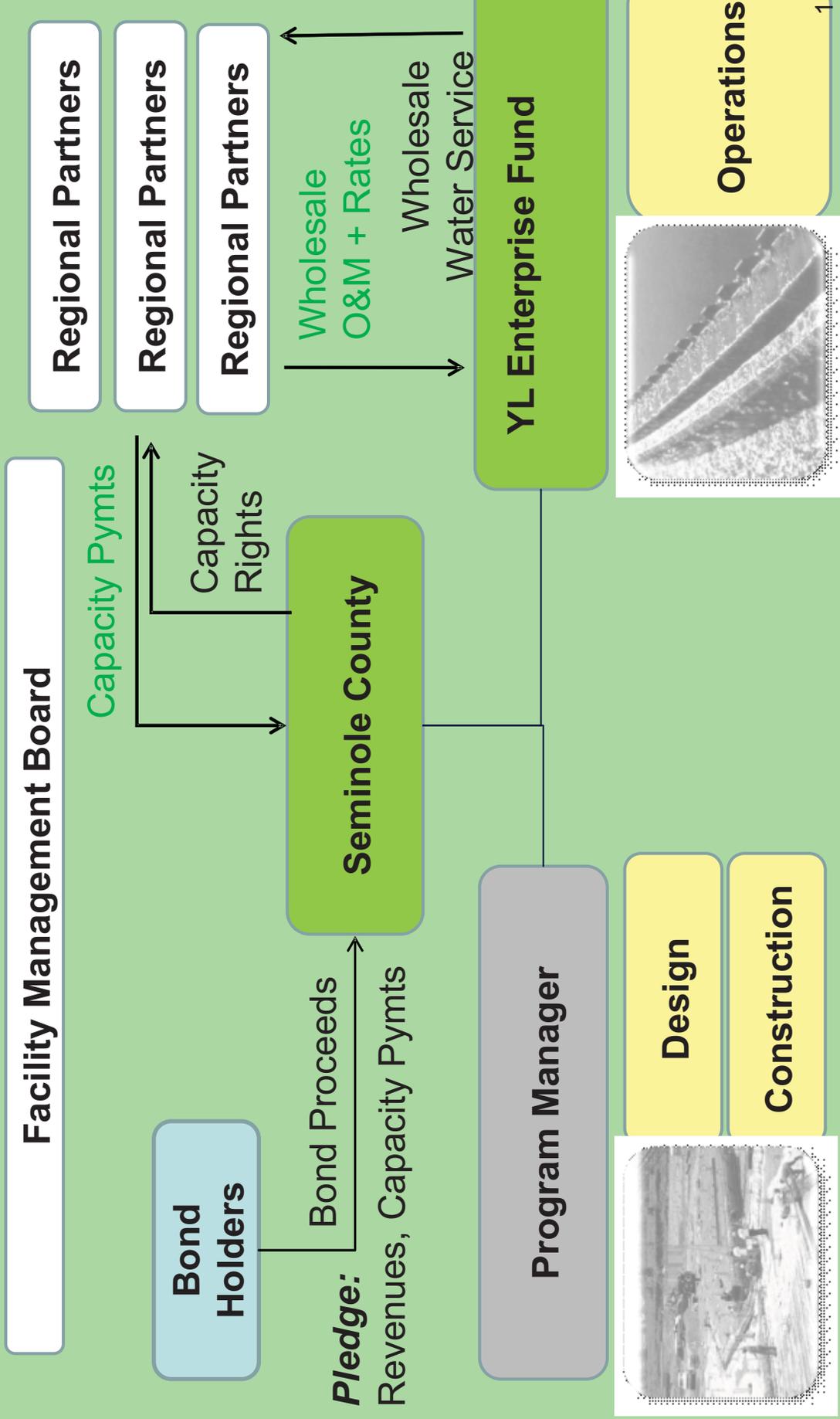
Project Location



Current and Future Site Plans



Yankee Lake RWTF Proposed Deal Structure

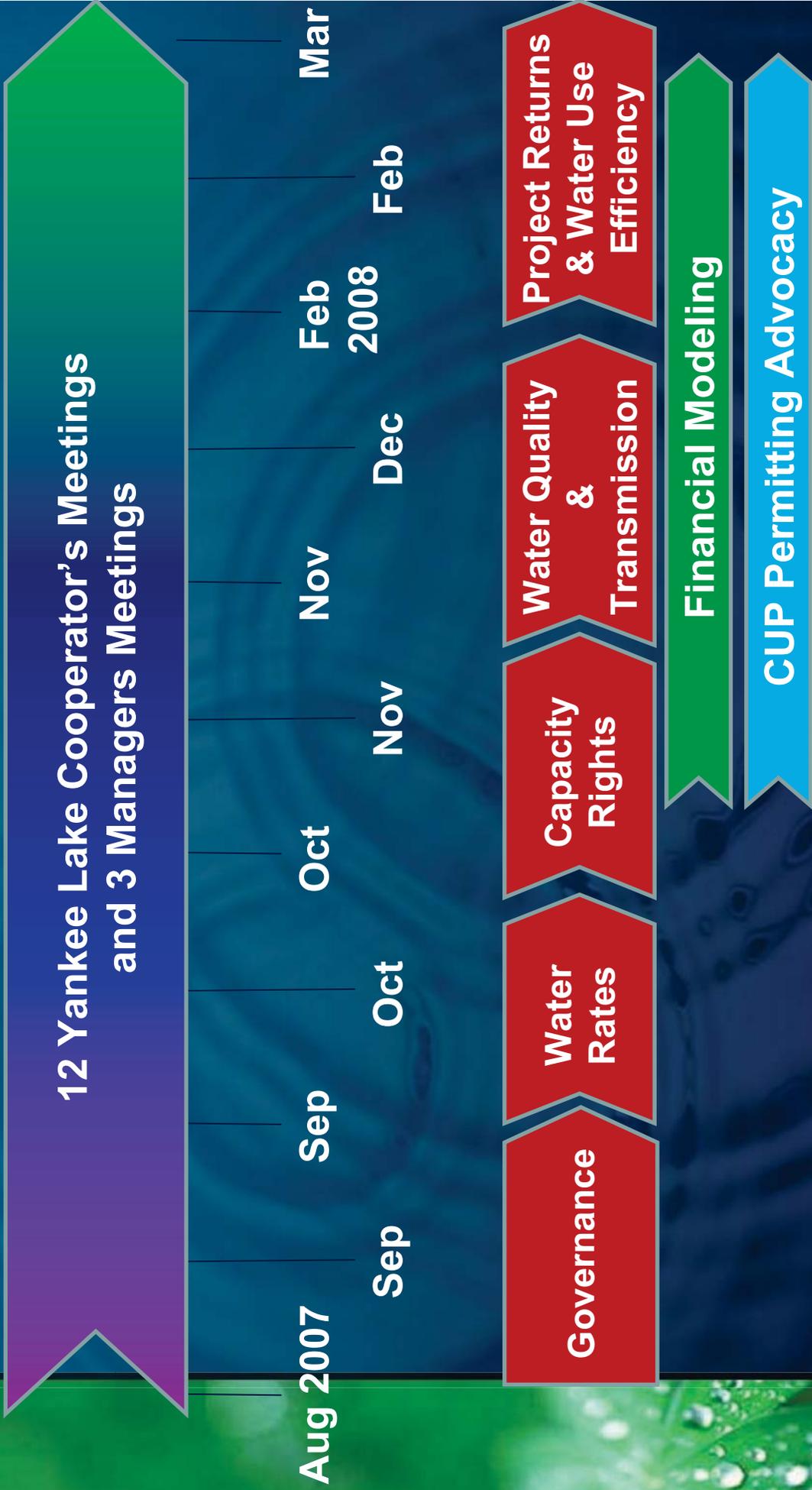


Project Status

- Have conducted 15 co-operator/manager meetings (biweekly) since August 2007
- Have covered governance, plant capacity, technology, and plant phasing
- Developed a strategic financial planning model to determine partner water rates
- Develop draft capacity rights contract structure
- Phase 1 (County only) Facility CUP TSR issued
 - Re-bid January 2009

Project Development to Date

Project Timeline



Proposed Governance & Partnership

- **Facility Management Board**
 - Responsible for oversight of operations, CIP
- **Board of County Commissioner's confirm/deny Facilities Management Board actions**
 - Subject to compliance with bond covenants and regulations
- **Water sales & permitting:**
 - 30 year Consumptive Use Permits
 - 30 year 'Take or Pay' contracts (Base load)
- **Capacity Rights**
 - Payments tailored to Partner's financial position



Non-Binding Letter of Intent

As of April 2008



Capacity Partner	2036 Potable Delivery (MGD)
City of Eustis	3.00
City of Mount Dora	2.00
Orlando Utility Commission	10.00
Aqua	1.35
Sanford	1.00
Longwood	1.00
Seminole County	10.00
DeLand	9.00
Winter Park	4.00
Oviedo	1.00
Apopka	7.00
Orange City	3.00
Maitland	0.38
Volusia County	7.50
Deltona	20.00
Lake Mary	0.39
Total	80.62

Project development risks and risk mitigation strategies

Project Risks

Project financing

Water supply contracting

CUP permitting

Design / construction

System operations

Risk Mitigation Strategies

Enterprise Fund
Insured Debt

'Take or Pay'
Term > Debt Period

Capacity
Reservation Fee

Program Mgmt
High Water Quality

FMB Oversight
Financial Policies

Seminole County contributions provide basis for returns and fees

- **Land values**
 - Plant site, easements, any other contributed property
- **Project Development cost estimates:**
 - Permitting
 - Contract development and financial planning
 - Project financing
 - Transmission Master Planning & Cost Estimates
- **Preliminary Designs**
 - WTF Phase I
 - Transmission system network (in County) – Phase I
- **SCRWTF@YL Project Components**
 - Raw Water Intake
 - High Service Transmission



Project Returns & Fees

Initial Scenario Return Rates



Project Development Returns & Administrative / Mgmt Fees		
Return on Initial Equity (%)	5.00%	Escalation Factor on Returns 4.00%
Return on WTF Development (%)	3.00%	Administrative/Management Fee - Fixed O&M Mgmt Fee (%) 2.00%
Return on Transmission Development (%)	4.00%	Administrative/Management Fee - Variable O&M Mgmt Fee (%) 2.00%

📌 Basis for return determination:

- Risks
- Opportunity costs
- Market returns

Return & Fee Impacts

Scenarios 1 & 2:

- Admin Fees escalating from approx \$750K/yr
- Returns escalating from approx \$2.4 million/yr
 - \$60 million cost basis

Rate impacts:

- Short-term - None
- Longer-term - impact funds available for rate stabilization and/or R&R

Administrative Management Fees		Returns - Cost Basis & Rate of Return		W/F Payt Assets		Investment Assets		Total Admin Fees & Returns	
Fixed O&M	Variable O&M	Project Development	Project Development	W/F Payt Assets	Investment Assets	W/F Payt Assets	Investment Assets	Fixed Admin Fees	Variable Returns
2.00%	2.00%	\$20,000,000	6.00%	\$20,000,000	3.00%	\$20,000,000	4.00%	\$30,000,000	\$30,000,000
\$201,866	\$62,314	\$1,000,000	\$1,000,000	\$20,000	\$20,000	\$20,000	\$20,000	\$14,6170	\$14,6170
\$201,872	\$63,919	\$1,040,000	\$1,040,000	\$20,400	\$20,400	\$20,400	\$20,400	\$15,0620	\$15,0620
\$201,878	\$65,524	\$1,080,000	\$1,080,000	\$20,800	\$20,800	\$20,800	\$20,800	\$15,5070	\$15,5070
\$201,884	\$67,129	\$1,120,000	\$1,120,000	\$21,200	\$21,200	\$21,200	\$21,200	\$15,9520	\$15,9520
\$201,890	\$68,734	\$1,160,000	\$1,160,000	\$21,600	\$21,600	\$21,600	\$21,600	\$16,3970	\$16,3970
\$201,896	\$70,339	\$1,200,000	\$1,200,000	\$22,000	\$22,000	\$22,000	\$22,000	\$16,8420	\$16,8420
\$201,902	\$71,944	\$1,240,000	\$1,240,000	\$22,400	\$22,400	\$22,400	\$22,400	\$17,2870	\$17,2870
\$201,908	\$73,549	\$1,280,000	\$1,280,000	\$22,800	\$22,800	\$22,800	\$22,800	\$17,7320	\$17,7320
\$201,914	\$75,154	\$1,320,000	\$1,320,000	\$23,200	\$23,200	\$23,200	\$23,200	\$18,1770	\$18,1770
\$201,920	\$76,759	\$1,360,000	\$1,360,000	\$23,600	\$23,600	\$23,600	\$23,600	\$18,6220	\$18,6220
\$201,926	\$78,364	\$1,400,000	\$1,400,000	\$24,000	\$24,000	\$24,000	\$24,000	\$19,0670	\$19,0670
\$201,932	\$79,969	\$1,440,000	\$1,440,000	\$24,400	\$24,400	\$24,400	\$24,400	\$19,5120	\$19,5120
\$201,938	\$81,574	\$1,480,000	\$1,480,000	\$24,800	\$24,800	\$24,800	\$24,800	\$19,9570	\$19,9570
\$201,944	\$83,179	\$1,520,000	\$1,520,000	\$25,200	\$25,200	\$25,200	\$25,200	\$20,4020	\$20,4020
\$201,950	\$84,784	\$1,560,000	\$1,560,000	\$25,600	\$25,600	\$25,600	\$25,600	\$20,8470	\$20,8470
\$201,956	\$86,389	\$1,600,000	\$1,600,000	\$26,000	\$26,000	\$26,000	\$26,000	\$21,2920	\$21,2920
\$201,962	\$87,994	\$1,640,000	\$1,640,000	\$26,400	\$26,400	\$26,400	\$26,400	\$21,7370	\$21,7370
\$201,968	\$89,599	\$1,680,000	\$1,680,000	\$26,800	\$26,800	\$26,800	\$26,800	\$22,1820	\$22,1820
\$201,974	\$91,204	\$1,720,000	\$1,720,000	\$27,200	\$27,200	\$27,200	\$27,200	\$22,6270	\$22,6270
\$201,980	\$92,809	\$1,760,000	\$1,760,000	\$27,600	\$27,600	\$27,600	\$27,600	\$23,0720	\$23,0720
\$201,986	\$94,414	\$1,800,000	\$1,800,000	\$28,000	\$28,000	\$28,000	\$28,000	\$23,5170	\$23,5170
\$201,992	\$96,019	\$1,840,000	\$1,840,000	\$28,400	\$28,400	\$28,400	\$28,400	\$23,9620	\$23,9620
\$201,998	\$97,624	\$1,880,000	\$1,880,000	\$28,800	\$28,800	\$28,800	\$28,800	\$24,4070	\$24,4070
\$202,004	\$99,229	\$1,920,000	\$1,920,000	\$29,200	\$29,200	\$29,200	\$29,200	\$24,8520	\$24,8520
\$202,010	\$100,834	\$1,960,000	\$1,960,000	\$29,600	\$29,600	\$29,600	\$29,600	\$25,2970	\$25,2970
\$202,016	\$102,439	\$2,000,000	\$2,000,000	\$30,000	\$30,000	\$30,000	\$30,000	\$25,7420	\$25,7420
\$202,022	\$104,044	\$2,040,000	\$2,040,000	\$30,400	\$30,400	\$30,400	\$30,400	\$26,1870	\$26,1870
\$202,028	\$105,649	\$2,080,000	\$2,080,000	\$30,800	\$30,800	\$30,800	\$30,800	\$26,6320	\$26,6320
\$202,034	\$107,254	\$2,120,000	\$2,120,000	\$31,200	\$31,200	\$31,200	\$31,200	\$27,0770	\$27,0770
\$202,040	\$108,859	\$2,160,000	\$2,160,000	\$31,600	\$31,600	\$31,600	\$31,600	\$27,5220	\$27,5220
\$202,046	\$110,464	\$2,200,000	\$2,200,000	\$32,000	\$32,000	\$32,000	\$32,000	\$27,9670	\$27,9670
\$202,052	\$112,069	\$2,240,000	\$2,240,000	\$32,400	\$32,400	\$32,400	\$32,400	\$28,4120	\$28,4120
\$202,058	\$113,674	\$2,280,000	\$2,280,000	\$32,800	\$32,800	\$32,800	\$32,800	\$28,8570	\$28,8570
\$202,064	\$115,279	\$2,320,000	\$2,320,000	\$33,200	\$33,200	\$33,200	\$33,200	\$29,3020	\$29,3020
\$202,070	\$116,884	\$2,360,000	\$2,360,000	\$33,600	\$33,600	\$33,600	\$33,600	\$29,7470	\$29,7470
\$202,076	\$118,489	\$2,400,000	\$2,400,000	\$34,000	\$34,000	\$34,000	\$34,000	\$30,1920	\$30,1920
\$202,082	\$120,094	\$2,440,000	\$2,440,000	\$34,400	\$34,400	\$34,400	\$34,400	\$30,6370	\$30,6370
\$202,088	\$121,699	\$2,480,000	\$2,480,000	\$34,800	\$34,800	\$34,800	\$34,800	\$31,0820	\$31,0820
\$202,094	\$123,304	\$2,520,000	\$2,520,000	\$35,200	\$35,200	\$35,200	\$35,200	\$31,5270	\$31,5270
\$202,100	\$124,909	\$2,560,000	\$2,560,000	\$35,600	\$35,600	\$35,600	\$35,600	\$31,9720	\$31,9720
\$202,106	\$126,514	\$2,600,000	\$2,600,000	\$36,000	\$36,000	\$36,000	\$36,000	\$32,4170	\$32,4170
\$202,112	\$128,119	\$2,640,000	\$2,640,000	\$36,400	\$36,400	\$36,400	\$36,400	\$32,8620	\$32,8620
\$202,118	\$129,724	\$2,680,000	\$2,680,000	\$36,800	\$36,800	\$36,800	\$36,800	\$33,3070	\$33,3070
\$202,124	\$131,329	\$2,720,000	\$2,720,000	\$37,200	\$37,200	\$37,200	\$37,200	\$33,7520	\$33,7520
\$202,130	\$132,934	\$2,760,000	\$2,760,000	\$37,600	\$37,600	\$37,600	\$37,600	\$34,1970	\$34,1970
\$202,136	\$134,539	\$2,800,000	\$2,800,000	\$38,000	\$38,000	\$38,000	\$38,000	\$34,6420	\$34,6420
\$202,142	\$136,144	\$2,840,000	\$2,840,000	\$38,400	\$38,400	\$38,400	\$38,400	\$35,0870	\$35,0870
\$202,148	\$137,749	\$2,880,000	\$2,880,000	\$38,800	\$38,800	\$38,800	\$38,800	\$35,5320	\$35,5320
\$202,154	\$139,354	\$2,920,000	\$2,920,000	\$39,200	\$39,200	\$39,200	\$39,200	\$35,9770	\$35,9770
\$202,160	\$140,959	\$2,960,000	\$2,960,000	\$39,600	\$39,600	\$39,600	\$39,600	\$36,4220	\$36,4220
\$202,166	\$142,564	\$3,000,000	\$3,000,000	\$40,000	\$40,000	\$40,000	\$40,000	\$36,8670	\$36,8670
\$202,172	\$144,169	\$3,040,000	\$3,040,000	\$40,400	\$40,400	\$40,400	\$40,400	\$37,3120	\$37,3120
\$202,178	\$145,774	\$3,080,000	\$3,080,000	\$40,800	\$40,800	\$40,800	\$40,800	\$37,7570	\$37,7570
\$202,184	\$147,379	\$3,120,000	\$3,120,000	\$41,200	\$41,200	\$41,200	\$41,200	\$38,2020	\$38,2020
\$202,190	\$148,984	\$3,160,000	\$3,160,000	\$41,600	\$41,600	\$41,600	\$41,600	\$38,6470	\$38,6470
\$202,196	\$150,589	\$3,200,000	\$3,200,000	\$42,000	\$42,000	\$42,000	\$42,000	\$39,0920	\$39,0920
\$202,202	\$152,194	\$3,240,000	\$3,240,000	\$42,400	\$42,400	\$42,400	\$42,400	\$39,5370	\$39,5370
\$202,208	\$153,799	\$3,280,000	\$3,280,000	\$42,800	\$42,800	\$42,800	\$42,800	\$39,9820	\$39,9820
\$202,214	\$155,404	\$3,320,000	\$3,320,000	\$43,200	\$43,200	\$43,200	\$43,200	\$40,4270	\$40,4270
\$202,220	\$157,009	\$3,360,000	\$3,360,000	\$43,600	\$43,600	\$43,600	\$43,600	\$40,8720	\$40,8720
\$202,226	\$158,614	\$3,400,000	\$3,400,000	\$44,000	\$44,000	\$44,000	\$44,000	\$41,3170	\$41,3170
\$202,232	\$160,219	\$3,440,000	\$3,440,000	\$44,400	\$44,400	\$44,400	\$44,400	\$41,7620	\$41,7620
\$202,238	\$161,824	\$3,480,000	\$3,480,000	\$44,800	\$44,800	\$44,800	\$44,800	\$42,2070	\$42,2070
\$202,244	\$163,429	\$3,520,000	\$3,520,000	\$45,200	\$45,200	\$45,200	\$45,200	\$42,6520	\$42,6520
\$202,250	\$165,034	\$3,560,000	\$3,560,000	\$45,600	\$45,600	\$45,600	\$45,600	\$43,0970	\$43,0970
\$202,256	\$166,639	\$3,600,000	\$3,600,000	\$46,000	\$46,000	\$46,000	\$46,000	\$43,5420	\$43,5420
\$202,262	\$168,244	\$3,640,000	\$3,640,000	\$46,400	\$46,400	\$46,400	\$46,400	\$43,9870	\$43,9870
\$202,268	\$169,849	\$3,680,000	\$3,680,000	\$46,800	\$46,800	\$46,800	\$46,800	\$44,4320	\$44,4320
\$202,274	\$171,454	\$3,720,000	\$3,720,000	\$47,200	\$47,200	\$47,200	\$47,200	\$44,8770	\$44,8770
\$202,280	\$173,059	\$3,760,000	\$3,760,000	\$47,600	\$47,600	\$47,600	\$47,600	\$45,3220	\$45,3220
\$202,286	\$174,664	\$3,800,000	\$3,800,000	\$48,000	\$48,000	\$48,000	\$48,000	\$45,7670	\$45,7670
\$202,292	\$176,269	\$3,840,000	\$3,840,000	\$48,400	\$48,400	\$48,400	\$48,400	\$46,2120	\$46,2120
\$202,298	\$177,874	\$3,880,000	\$3,880,000	\$48,800	\$48,800	\$48,800	\$48,800	\$46,6570	\$46,6570
\$202,304	\$179,479	\$3,920,000	\$3,920,000	\$49,200	\$49,200	\$49,200	\$49,200	\$47,1020	\$47,1020
\$202,310	\$181,084	\$3,960,000	\$3,960,000	\$49,600	\$49,600	\$49,600	\$49,600	\$47,5470	\$47,5470
\$202,316	\$182,689	\$4,000,000	\$4,000,000	\$50,000	\$50,000	\$50,000	\$50,000	\$47,9920	\$47,9920
\$202,322	\$184,294	\$4,040,000	\$4,040,000	\$50,400	\$50,400	\$50,400	\$50,400	\$48,4370	\$48,4370
\$202,328	\$185,899	\$4,080,000	\$4,080,000	\$50,800	\$50,800	\$50,800	\$50,800	\$48,8820	\$48,8820
\$202,334	\$187,504	\$4,120,000	\$4,120,000	\$51,200	\$51,200	\$51,200	\$51,200	\$49,3270	\$49,3270
\$202,340	\$189,109	\$4,160,000	\$4,160,000	\$51,600	\$51,600	\$51,600	\$51,600	\$49,7720	\$49,7720
\$202,346	\$190,714	\$4,200,000	\$4,200,000	\$52,000	\$52,000	\$52,000	\$52,000	\$50,2170	\$50,2170
\$202,352	\$192,319	\$4,240,000	\$4,240,000	\$52,400	\$52,400	\$52,400	\$52,400	\$50,6620	\$50,6620
\$202,358	\$193,924	\$4,280,000	\$4,280,000	\$52,800	\$52,800	\$52,800	\$52,800	\$51,1070	\$51,1070
\$202,364	\$195,529	\$4,320,000	\$4,320,000	\$53,200	\$53,200	\$53,200	\$53,200	\$51,5520	\$51,5520
\$202,370	\$197,134	\$4,360,000	\$4,360,000	\$53,600	\$53,600	\$53,600	\$53,600	\$51,9970	\$51,9970
\$202,376	\$198,739	\$4,400,000	\$4,400,000	\$54,000	\$54,000	\$54,000	\$54,000	\$52,4420	\$52,4420
\$202,382	\$200,344	\$4,440,000	\$4,440,000	\$54,400	\$54,400	\$54,400	\$54,400	\$52,8870	\$52,8870
\$202,388	\$201,949	\$4,480,000	\$4,480,000	\$54,800	\$54,800	\$54,800	\$54,800	\$53,3320	\$53,3320
\$202,394	\$203,554	\$4,520,000	\$4,520,000	\$55,200	\$55,200	\$55,200	\$55,200	\$53,7770	\$53,7770
\$202,400	\$205,159	\$4,560,000	\$4,560,000	\$55,600	\$55,600	\$55,600	\$55,600	\$54,2220	\$54,2220
\$202,406	\$206,764	\$4,600,000	\$4,600,000	\$56,000	\$56,000	\$56,000	\$56,000	\$54,6670	\$54,6670
\$202,412	\$208,369	\$4,640,000	\$4,640,000	\$56,400	\$56,400	\$56,400	\$56,400	\$55,1120	\$55,1120
\$202,418	\$209,974	\$4,680,000	\$4,680,000	\$56,800	\$56,800	\$56,800	\$56,800	\$55,5570	\$55,5570
\$202,424	\$211,579	\$4,720,000	\$4,720,000	\$57,200	\$57,200	\$57,200	\$57,200	\$56,0020</	

Phase 2 Next Steps

- ▶ Continued bi-weekly Cooperator Meetings
 - Develop final contract
 - Develop CUP strategy and schedule
 - Develop conveyance strategy
 - Develop funding strategy
- ▶ Seminole County Lead through October
 - Anticipate capacity reservations and final contracts by October
 - Need to continue contract development over summer

Phase 2 Next Steps

➤ After October begin to “draw” on Capacity Reservation Fee”

- Permitting with RA/Is
 - CUP
 - ACOE
 - FDEP
 - 2-year effort concurrent with District Cumulative Impact Study
- Facility Pre-design
- Conveyance Pre-design

BCC Consensus Items

- SCESD seeks BCC consensus on
 - Phase 2 RWTF at Yankee Lake
 - Proposed Governance Concept with FMB
 - Path Forward Through Contract Development

Program Update Agenda

- 🚩 Introduction
 - *Dr. John Cirello, Environmental Services*
- 🚩 Program Status & Accomplishments
 - *Drew Jeter, CH2M HILL*
- 🚩 2008 Revalidation/Reprioritization
 - *Dennis Westrick, Environmental Services*
- 🚩 2nd Bond Issue
 - *Bob Briggs, Environmental Services*
- 🚩 Yankee Lake Surface Water Plant Project, Phase 2
 - *Dr. John Cirello, Matt Alvarez, CH2M HILL, Eric Rothstein*
- 🚩 Summary
 - *Dr. John Cirello*

Summary

- ✔ Program Is Meeting It's Intent
 - County Is Catching-up On Infrastructure
 - County Is Getting Ahead On Future Needs And Regionalization
 - Identifying Out-year Needs For Sustainability
- ✔ Program Is On Track And Being Managed To The \$332M 5-Year CIP Baseline
- ✔ Seminole County Well-Positioned To Leverage Economic Environment And Surface Water Leadership



Seminole County Environmental Services Water and Sewer Capital Improvement Program Update Briefing

April 2008

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Appeal the Board of Adjustment decision to 1) deny a side yard (east) setback variance from 10 feet to 5 feet for the expansion of an existing single family home, and appeal the Board of Adjustment decision to 2) approve a side yard (west) setback variance from 10 feet to 6 feet for the expansion of an existing garage in R-1AA (Single Family Dwelling District). Located at 3039 Cecelia Dr.

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Joy Williams

EXT: 7399

MOTION/RECOMMENDATION:

1. Uphold the Board of Adjustment decision to 1) deny a side yard (east) setback variance from 10 feet to 5 feet for the expansion of an existing single family home, and 2) approve a side yard (west) setback variance from 10 feet to 6 feet for the expansion of an existing garage in R-1AA, by denying the first variance request and approving the second variance request (Single Family Dwelling District); or
2. Reverse the Board of Adjustment decision to 1) deny a side yard (east) setback variance from 10 feet to 5 feet for the expansion of an existing single family home, and 2) approve a side yard (west) setback variance from 10 feet to 6 feet for the expansion of an existing garage in R-1AA, by approving the first variance request and denying the second variance request (Single Family Dwelling District); or
3. Uphold in part and reverse in part the Board of Adjustment decision to 1) deny a side yard (east) setback variance from 10 feet to 5 feet for the expansion of an existing single family home, and 2) approve a side yard (west) setback variance from 10 feet to 6 feet for the expansion of an existing garage in R-1AA, by approving both variance requests (Single Family Dwelling District); or
4. Uphold in part and reverse in part the Board of Adjustment decision to 1) deny a side yard (east) setback variance from 10 feet to 5 feet for the expansion of an existing single family home, and 2) approve a side yard (west) setback variance from 10 feet to 6 feet for the expansion of an existing garage in R-1AA , by denying both variance requests(Single Family Dwelling District); or
5. Continue the request to a time and date certain.

District 3 Dick Van Der Weide

Joy Williams

BACKGROUND:

At the February 25, 2008, regular meeting the applicant Adam Landa, located at 3039 Cecelia Dr., requested two side yard setback variances. The Board of Adjustment approved the applicant's request for 1) a side yard (west) setback variance from 10 feet to 6 feet for the expansion of an existing detached garage, and denied the request for 2) a side yard (east)

setback variance from 10 feet to 5 feet for the expansion of an existing single family home in the R-1AA (Single Family Dwelling District).

We received two requests for appeal of the Board of Adjustment decision to the Board of County Commissioners. Applicant and appellant Adam Landa located at 3039 Cecelia Dr., has requested an appeal of the decision to deny a side yard (east) setback variance from 10 feet to 5 feet for the expansion of an existing single family home; Appellant Don Love located at 3056 Cecelia Dr., has requested an appeal of the decision to approve a side yard (west) setback variance from 10 feet to 6 feet for the expansion of an existing detached garage.

The Board of County Commissioners hears and decides appeals from the Board of Adjustment decisions, including variances the Board of Adjustment is specifically authorized to pass under the terms of the Land Development Code upon determination that all of the following provisions of Section 30.43(b)(3) are satisfied:

a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning classification.

No special conditions or circumstances exist which are peculiar to the land.

b) That the special conditions and circumstances do not result from the actions of the applicant.

No special conditions or circumstances exist as a result of the actions of the applicant.

c) That granting the variance requested will not confer on the applicant any special privilege that is denied by Chapter 30 to other lands, buildings, or structures in the same zoning classification.

The granting of the variance would confer on the applicant special privileges that are denied by Chapter 30 to other lands, buildings, and structures in the same zoning classification.

d) That literal interpretation of the provisions of Chapter 30 would deprive the applicant of rights commonly enjoyed by other properties in the same zoning classification and would work unnecessary and undue hardship on the applicant.

The literal interpretation would not deprive the applicant of rights commonly enjoyed by others.

e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

The applicant will still retain reasonable use of the property without the requested variance.

f) That the grant of the variance will be in harmony with the general intent and purpose of Chapter 30, will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

The grant of the variance would not be in harmony with the general intent and purpose of

Chapter 30.

STAFF RECOMMENDATION:

Staff recommends the Board 1) deny a side yard (east) setback variance from 10 feet to 5 feet for the expansion of an existing single family home, and 2) deny a side yard (west) setback variance from 10 feet to 6 feet for the expansion of an existing garage in R-1AA.

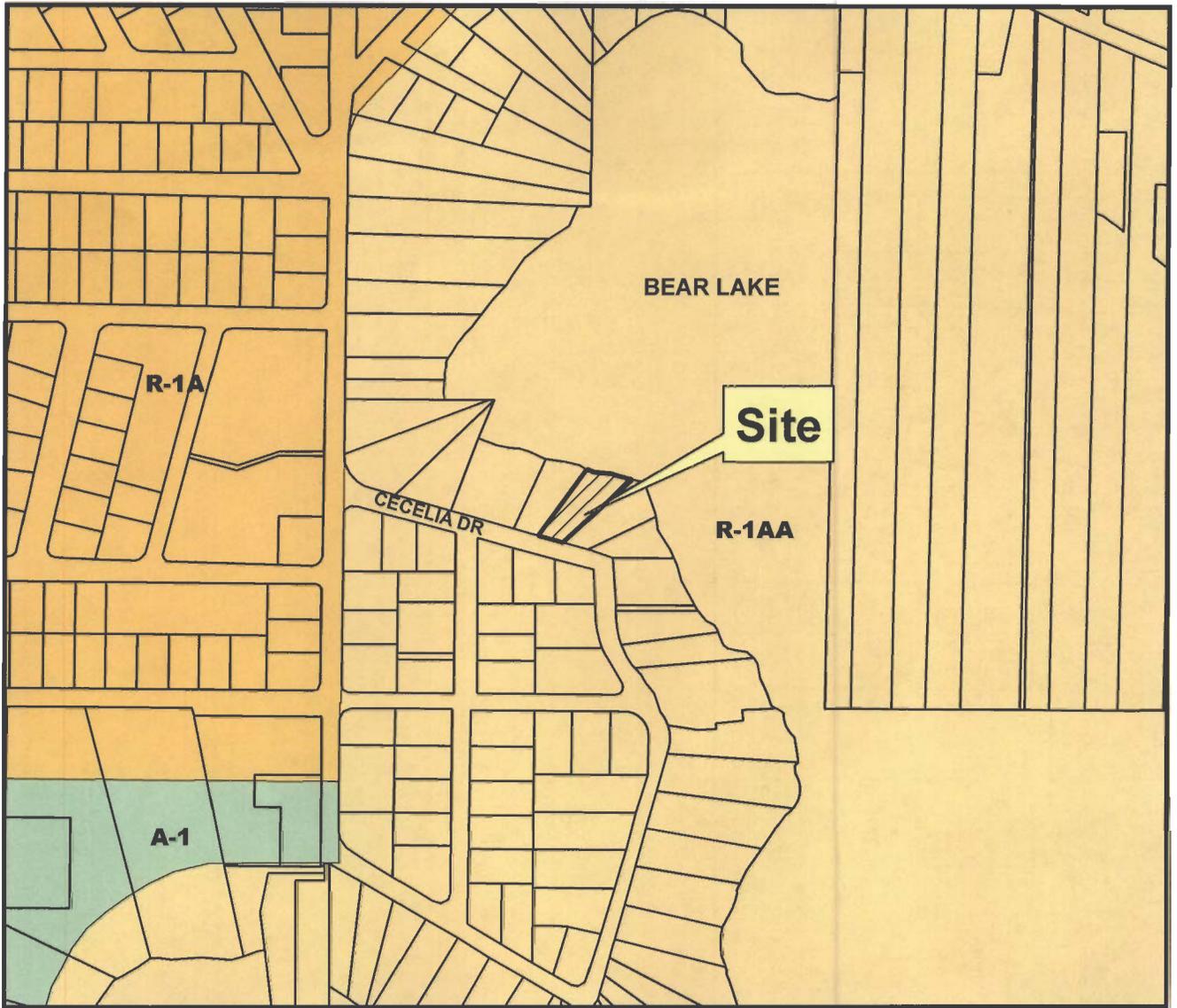
ATTACHMENTS:

1. Location Map
2. Notice of Appeal to BCC
3. Proposed Site Plan
4. Property Appraiser Data
5. Notice of Appeal to BCC
6. BOA Meeting Minutes

Additionally Reviewed By:

County Attorney Review (David Shields)

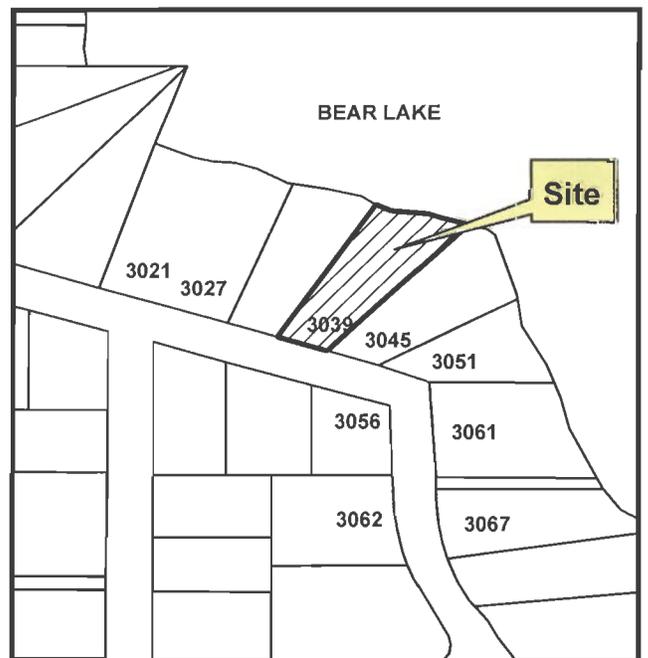
Adam Landa
3039 Cecelia Drive
Apopka, Florida 32703



Seminole County Board of County Commissioners
April 22, 2008
Case: BV2007-162 (Map 3207, Grid A1)
Parcel No: 18-21-29-511-0000-0070

Zoning

 BV2007-162	 R-3A
 A-1	 R-3
 R-1AA	 PUD
 R-1A	



Adam B. Landa
3039 Cecelia Dr.
Apopka, FL 32703

(407) 420-1000

VIA FEDERAL EXPRESS

March 5, 2008

Joy Williams, Planner
Seminole County Planning Division
1101 East First Street
Sanford, FL 32771

Re: Appeal

Dear Ms. Williams:

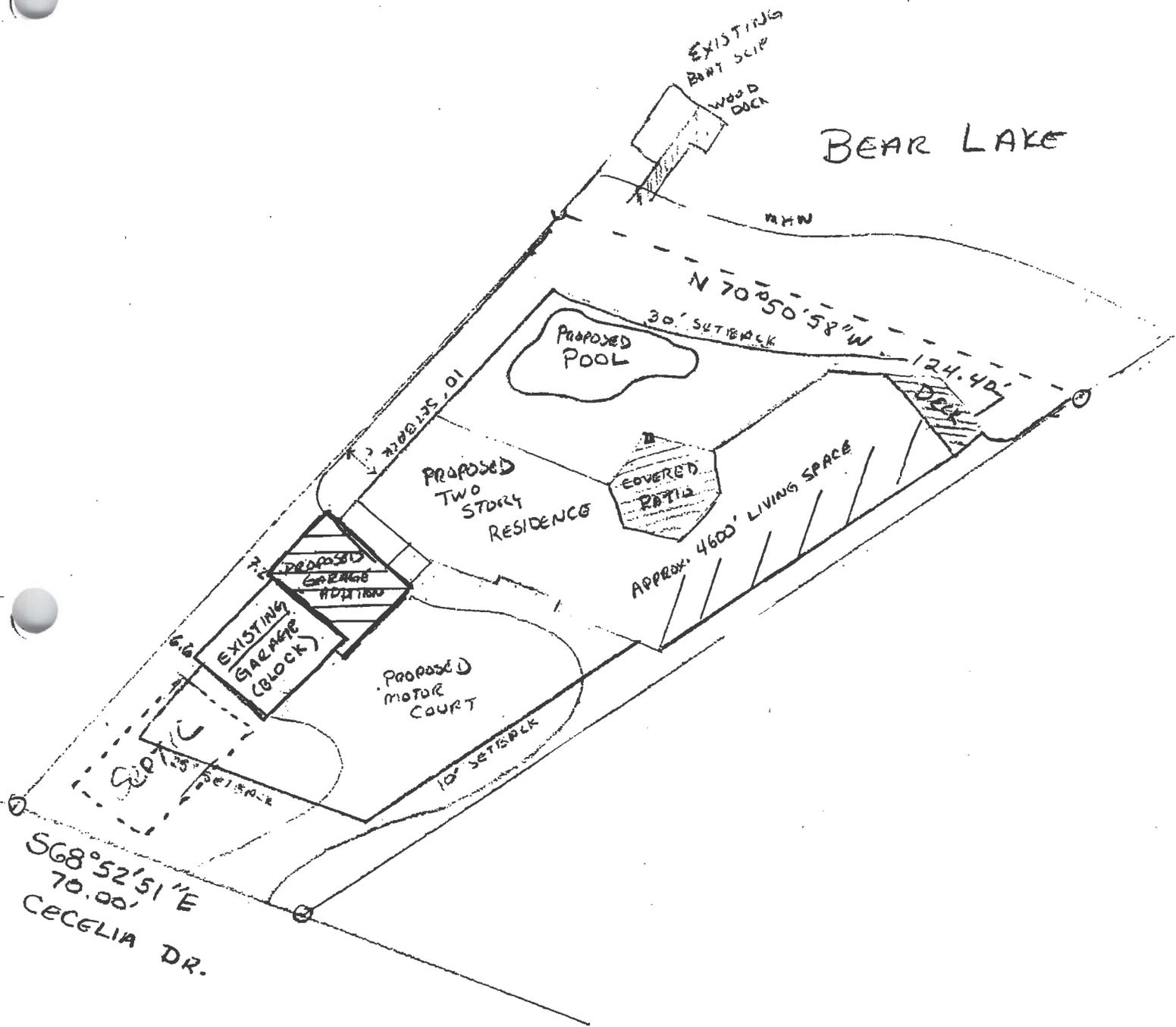
I am writing to you to indicate that I would like to appeal the February 25, 2008 denial of the side yard (East) setback variance from 10 feet to 5 feet for the renovation of an existing single family home located at 3039 Cecelia Drive. (Continued item No. 1 on the February 25, 2008 agenda).

I have included the \$150 filing fee.

Thank you in advance for your time and consideration.

Sincerely,

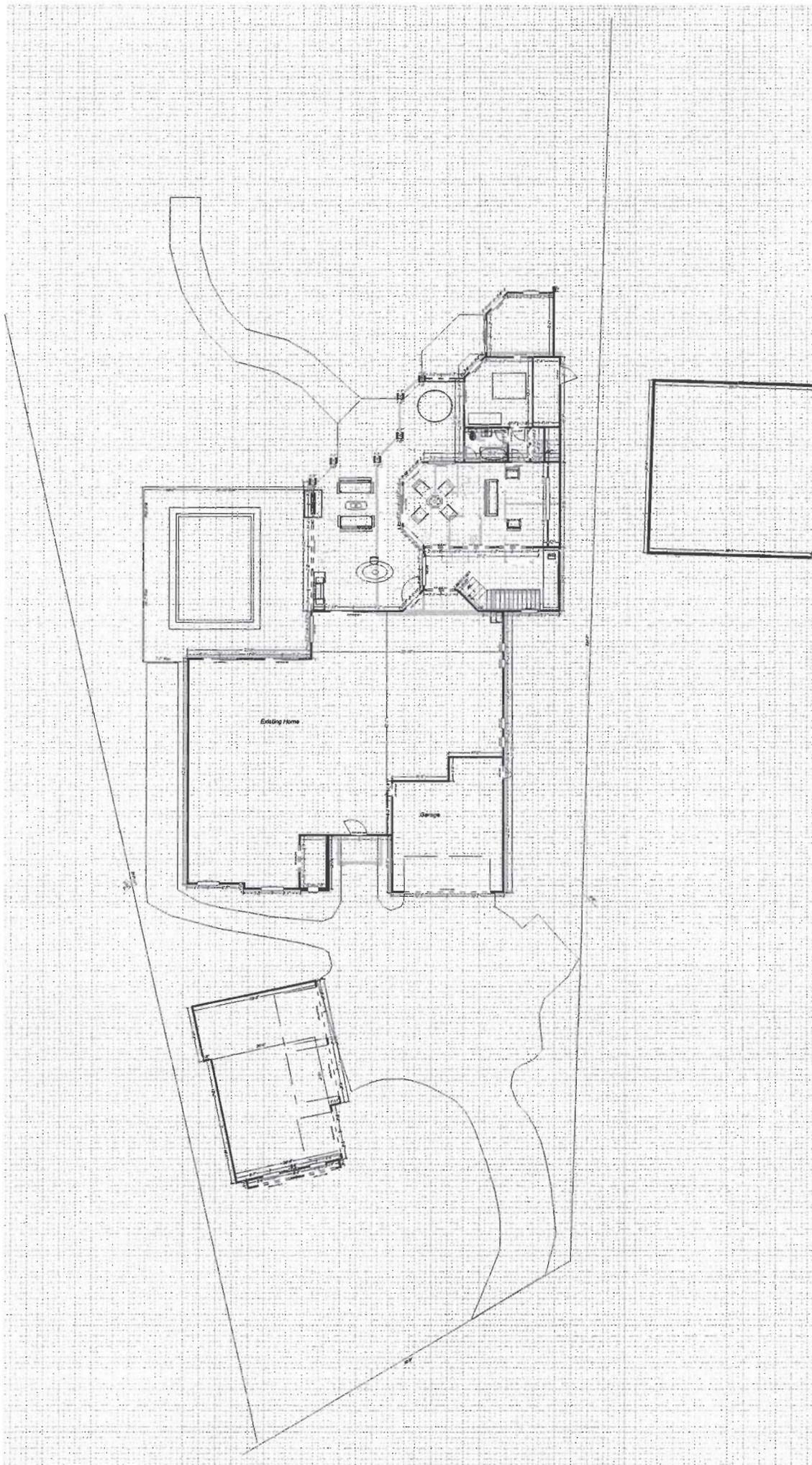
Adam B. Landa



S68°52'51" E
70.00'
CECELIA DR.

HOUSE ON
WELL & SEPTIC

Proposed



<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506</p>		
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GENERAL

Parcel Id: 18-21-29-511-0000-0070

Owner: LANDA ADAM B & JENNIFER Z

Mailing Address: 3039 CECELIA DR

City,State,ZipCode: APOPKA FL 32703

Property Address: 3039 CECELIA DR APOPKA 32703

Subdivision Name: NEALS BAY POINT

Tax District: 01-COUNTY-TX DIST 1

Exemptions: 00-HOMESTEAD (2007)

Dor: 01-SINGLE FAMILY

2008 WORKING VALUE SUMMARY

Amendment 1 impact not reflected.

Value Method: Market

Number of Buildings: 1

Depreciated Bldg Value: \$176,925

Depreciated EXFT Value: \$2,869

Land Value (Market): \$519,750

Land Value Ag: \$0

Just/Market Value: \$699,544

Assessed Value (SOH): \$699,544

Exempt Value: \$25,000

Taxable Value: \$674,544

Tax Estimator
Portability Calculator

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
WARRANTY DEED	09/2006	06418	1882	\$850,000	Improved	Yes
WARRANTY DEED	05/1982	01392	0480	\$90,000	Improved	Yes
WARRANTY DEED	03/1980	01269	0672	\$100	Improved	No

[Find Comparable Sales within this Subdivision](#)

2007 VALUE SUMMARY

Tax Amount(without SOH): \$10,179

2007 Tax Bill Amount: \$10,179

Save Our Homes (SOH) Savings: \$0

2007 Taxable Value: \$689,212

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
FRONT FOOT & DEPTH	105	199	.000	5,000.00	\$519,750

LEGAL DESCRIPTION

PLATS:

LEG LOT 7 NEALS BAY POINT PB 7 PG 74

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New
Building Sketch	1 SINGLE FAMILY	1992	10	1,960	3,347	1,960	CB/STUCCO FINISH	\$176,925	\$187,222
Appendage / Sqft		SCREEN PORCH FINISHED / 276							
Appendage / Sqft		OPEN PORCH FINISHED / 74							
Appendage / Sqft		GARAGE FINISHED / 465							
Appendage / Sqft		DETACHED GARAGE FINISHED / 572							

NOTE: Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished, Base Semi Finished

Permits

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New
FIREPLACE	1992	1	\$1,200	\$2,000
BOAT DOCK	1997	260	\$728	\$1,300

BOAT HOUSE	1997	210	\$941	\$1,680
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NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.
*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

APPEAL
FROM DECISION OF THE SEMINOLE COUNTY BOARD OF ADJUSTMENT

Re: Board of Adjustment

Item #BV2007-162
Adam Landa setback variance request
Hearing date 2/25/08

FACTS OF THE CASE:

Adam Landa, from New York, purchased a house on environmentally sensitive Bear Lake at 3039 Cecelia Dr., in September 2006. By 2007 Mr. Landa had sketched out and requested a setback variance on both sides of his residence from his neighbors. Neither of the adjoining neighbors wanted such an encroachment toward their respective properties, and those objections were made perfectly clear to Mr. Landa. Mr. Landa, in disregard of his neighbors' objections and concerns, thereafter filed a formal Application for a setback variance. There was a postponement, and the hearing was thereafter continued on 2/25/08.

There were two variance requests:

The subject of this appeal: The property to the west is owned by the numerous members of the Paradise Community Club, Inc. (PCCI). It is estimated that the members of PCCI number over one hundred (100) homeowners who are adversely affected by the BOA's decision. This was a request for a variance from the required setback of 10 feet down to 6 feet from the property line to the west of Mr. Landa's property.

The second property is not the subject of this appeal, but was also the subject of Mr. Landa's request for a setback variance, is situated to the east of Mr. Landa, and was owned for many years by the Finney family, and is now owned by the two children in trust. One of the heirs is now a Florida resident and is currently residing in the house. Their home was built in 1953.

Action by the BOA:

The BOA approved the variance of the PCCI property to the west (despite opposition letters by PCCI and neighbors vehemently objecting to such a grant), and denied the request to the east (apparently a close 3-2 decision). It is our understanding that Mr. Landa will appeal the denial to the east. This very close decision is a cause of concern for the Finney heirs and others in our neighborhood.

Errors of BOA Decision:

The regulations require in Sec. 30.43B(3) that the Board shall have the following powers and duties:

APPEAL TO BOA DECISION RE ADAM LANDA

Page two

“To grant variances that are not contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of Chapter 30 will result in unnecessary and undue hardship.” (Emphasis added).

During Mr. Landa’s rebuttal testimony at hearing, one of the BOA members finally questioned Mr. Landa about any “hardship,” as there had been no specific delineation of any hardship in documentation or prior testimony by Mr. Landa.

Mr. Landa alleges that if he builds according to regulations, then there will be no yard for his kids to play in.

This is a specious argument that attempts to gather sympathy through the use of Mr. Landa’s children. There is no genuine hardship except that of Mr. Landa’s own creation. If Mr. Landa is genuinely concerned that his children have a large yard, he can choose to not build. He should not have purchased the subject property knowing full well the setbacks that apply to all the properties in the neighborhood. This is a hardship of Mr. Landa’s own creation, and he wants the remedy at the expense of his neighbors by initiating adversarial proceedings. A good neighbor would have made the request, and if denied by his neighbors, would have let the matter go, as other neighbors have done in the past. There are no required special conditions and no “unnecessary and undue hardship” except in the imagination of Mr. Landa.

Further, Sec. 30.43B(3) mandates that a total of six circumstances be met (subsections a-f), and the requirements are conjunctive, meaning they must ALL be met.

There is no “unnecessary and undue hardship” in denying the variance (Subpart d). Any such assertion to the contrary is the creation of Mr. Landa, and the regulations prohibit such self-serving action; this alone should have prevented the granting of the variance (Subpart b). Mr. Landa argues that the grant of variance will not be injurious to the neighborhood (subpart f); however, his attempt to force his will on others is injurious, in that the grant against the PCCI property will definitely have an adverse effect on the property value. If the property is someday sold, the encroachment by Mr. Landa will have decreased the value of the property, and could have adverse environmental consequences. It is not Mr. Landa’s right to force such a taking, and the neighbors in the community and the members of PCCI will not allow this to happen.

It is respectfully requested that the decision of the Board of Adjustment allowing a setback variance in favor of Adam Landa be REVERSED.

PARADISE COMMUNITY CLUB, INC.

By: _____

Don Love, Paradise Community Club, Inc. property owner

**AMENDED MINUTES FOR THE SEMINOLE COUNTY BOARD
OF ADJUSTMENT FEBRUARY 25, 2008 MEETING
6:00 P.M.**

Members Present: Mike Hattaway, Chairman; Dan Bushrui, Bob O'Malley, Mike Bass and Stephen Coover

Staff Present: Kathy Fall, Denny Gibbs, Joy Williams and Patty Johnson

Mr. Hattaway, Chariman; called the meeting to order at 6:00 P.M. Mr. Hattaway then explained the method by which the meeting would be conducted, rules for voting and appealing decisions.

CONTINUED ITEMS

1. **3039 Cecelia Drive** – Adam Landa, applicant; Request for a 1) side yard (west) setback variance from 10 feet to 6 feet for the renovation of an existing garage, and 2) a side yard (east) setback variance from 10 feet to 5 feet for the renovation of an existing single family home in R-1AA (Single Family Dwelling District); Located on the north side of Cecelia Drive approximately 1/10th mile east of Balmy Beach Drive; (BV2007-162). (District 3)
Joy Williams, Planner

Joy Williams introduced the location of the property and stated that the applicant proposed to renovate and expand an existing 1900 square feet single family residence and a 570 square feet detached garage. She further stated that the proposed garage would encroach 4 feet into the required 10 feet side yard setback and would be attached to the main structure by a breezeway. She then stated that the proposed expansion of the home on the east side of the property would encroach 5 feet into the required 10 feet side yard setback. She also stated that there were currently no code enforcement or building violations for the property. She lastly stated that in 1994 a Special Exception was granted to convert the existing detached garage into a guest cottage.

Alan Landa stated that he was the owner of the property and that he relocated his family from New York in 2006. He further stated that the shape of the property was some what irregular, which created a special condition. He then stated that the existing home had 1900 square feet of living space, was built in 1992 and that the existing detached garage had narrow space for two cars. He also showed the Board of Adjustment pictures of his property showing the distance from his house to the lake and the proposed location of the addition and three car garage. He further stated that the proposed addition would be a two story construction with a footprint of about 1000 square feet. He then stated that one reason for seeking a variance was to minimize the impact of their existing structure. He also stated that he didn't think that getting the variance would be giving them any special use that is denied to others, it would simply allow them to

make use of the irregular shape lot. He further stated that there are other properties around the neighborhood with less than 10 feet on the side. He then stated that they reviewed the comments from the neighbors suggesting that there was a culvert between their properties and that a fungus would grow in the shadow of the house, but from his survey he didn't see any culvert or easement. He also stated that Mr. Hagen stated that by granting the variance it would diminish his property value. He stated that he didn't think that was correct and that larger houses were typical for the neighborhood. He further stated that nine of the neighbors on Cecelia Drive believed his house would increase the values of their properties. He lastly stated that they felt bad about blocking their neighbors view, but the proposed location is the only possible place to put the addition.

Richard Hagen stated that he and his sister owned the property adjacent to Mr. Landa property. He further stated Mr. Landa asked if he would support a request for a variance, he stated he told him he did not wish to be a bad neighbor but he would not support such a request. He then stated that several years ago, they supported a variance request by the neighbor on the east side. He also stated that they felt that was the reasonable and neighborly thing to do, however the outcome of the construction had now made them wish they had not supported the request because the kitchen and dining room windows look directly onto a blank wall that is about 30 feet high, and the view of the lake from the sun porch and front yard is considerably restricted. He further stated that if Mr. Landa was granted his request their view to the west would be restricted and the sunlight for the bedroom and front of the house would be reduced. He then stated that the central feature of beauty in the neighborhood was Big Bear Lake and that the lake was a treasure to the entire community. He lastly stated that they had nine letters, a petition with 11 signatures of people on Cecelia Drive all in support of their position and for those reasons he respectfully asked the Board of Adjustment deny the request.

Shirley Haynes stated that she was Mr. Hagen sister and that by the end of next month she would be moving back home to Florida. She further stated that there was a culvert that ran under the road but she was told it was not on the official map. She then stated that she was a long standing member of the Bear Lake Preservation Association Environmental Committee which was dedicated to protecting the clarity and purity of the water of Bear Lake. She also stated that anytime you narrow the area where water can run it will dig deeper and it will wash more debris into the lake. She further stated that she strongly objected to the variance being granted. She lastly stated that people who purchase a lot should stay within the original boundaries of the lot.

Adam Landa stated that the addition he proposed to build would not extend into his neighbor's yard. He further stated that there was no rain water rushing on his property. He then stated that they just wanted their kids to be able to play in the yard and have a place for their grandparents to live when they came to visit. He lastly stated that the neighborhood was changing.

Mr. Bass made a motion to approve the request for a (1) side yard (west) setback variance from 10 feet to 6 feet for the renovation of an existing garage.

Mr. O'Malley seconded the motion.

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

Mr. Bass made a motion to approve the request for a (2) side yard (east) setback variance from 10 feet to 5 feet for the renovation of an existing single family home.

Mr. Coover seconded the motion for discussion.

The motion failed by (2-3) vote. Mr. Hattaway, Mr. Bushrui and Mr. Coover were in opposition.

Mr. Bushrui made a motion to deny the request.

Mr. Coover seconded the motion.

The motion passed by (3-2) vote. Mr. Bass and Mr. O'Malley were in opposition.

2. **877 Brantley Drive** – Michael Morro, applicant; Request for a rear yard setback variance from 30 feet to 20 feet – 8 inches for a proposed single family residence in R-1A (Single Family Dwelling District); Located on the west side of Brantley Drive approximately ¼ mile south of Wekiva Springs Road; (BV2007-164). (District 3)
Denny Gibbs, Senior Planner

Denny Gibbs introduced the location of the property and stated that the applicant proposed to construct a new single family residence that would encroach 9 feet 4 inches into the required 30 feet rear yard setback. She further stated that Tranquility on Lake Brantley subdivision was designed and platted in 2004. She then stated that the subject lot was platted Lot 6 with a flag portion added to the rear that was originally platted with Lot 5. She also stated that there were currently no code enforcement or building violations for the property. She lastly stated that there was no record of prior variances granted for the property.

Michael Morro stated that he was representing his wife, Frances Morro. He further stated that they mistakenly thought that the line that was to be their rear yard and they planned the patio and pool was really their side yard and what they thought was a side yard is now to be their rear yard. He then stated that the granting of the variance would have no affect on any other property because what is now to be the back yard backs up to almost a one acre retention pond which is adjacent to a canal. He also stated that there would never be any neighbors in the back of them. He lastly stated that they were proposing a two story home and would appreciate the Board of Adjustment granting the request.

Mr. Bushrui made a motion to approve the request.

Mr. Coover seconded the motion.

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

PUBLIC HEARING ITEMS

- 3. 3764 Okeechobee Circle** – Loren Wadsworth, applicant; Request for 1) a side street setback variance from 20 feet to 6 feet and 2) a fence height variance from 6 feet – 6 inches to 7 feet – 6 inches for an existing fence in PUD (Planned Unit Development District); Located on the northeast side of Okeechobee Circle approximately 200 feet west of Dodd Road; (BV2007-163). (District 1)
Denny Gibbs, Senior Planner

Denny Gibbs introduced the location of the property and stated that the applicant received a code violation for an existing fence which is non-conforming for fence height and side street setback. She further stated that the fence encroached approximately 14 feet into the required 20 feet side street setback and the height of the fence is approximately 7 feet 6 inches and the fence is also attached to the column of the subdivision wall which is the same height. She also stated the subdivision was developed in 1986. She then stated that it appeared that the fence had been in place for well over 10 years and possibly as long as 20 years as the applicant stated it was there when he purchased the property in 1988 and he had maintained the fence in good condition, replacing boards as needed. She lastly stated that there was no record of a variance for the fence or prior variances granted for the property.

Loren Wadsworth stated the fence had been there a long time. He further stated that he had letters of support from neighbors. He then showed the Board of Adjustment pictures of other fences in the neighborhood that were not within the setback requirements. He also showed fences that received approval from the Board of Adjustment. He lastly stated that the fence was there when he bought the house.

Mr. O'Malley made a motion to approve the request.

Mr. Bass seconded the motion.

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

- 4. 111 Pine Tree Lane** – Norman Lamberty, applicant; Request for a side yard (east) setback variance from 10 feet to 7 feet for a proposed addition in R-1AAA (Single Family Dwelling District); Located on the north side of Pine Tree Lane approximately 600 feet west of Spring Valley Road; (BV2008-02). (District 3)
Denny Gibbs, Senior Planner

Denny Gibbs introduced the location of the property and stated that the applicant proposed to construct an addition on the east side of the existing residence that would encroach 3 feet into the required 10 feet side yard setback. She further stated that there were currently no code enforcement or building violations for the property. She then stated that there was no record of prior variances granted for the property.

Ana Lamberty stated they were trying to do some remodeling in the house and they wanted to bring the laundry room from the west side of the house to the east side. She further stated that to do so they needed to apply for the variance. She then stated that the room would be a square structure.

Bill Miller stated the applicant property partially abuts their property line. He further stated that they lived in the neighborhood since 1979. He then stated that the applicant's home had been remodeled extensively in the interior and exterior. He also stated that to encroach in the side setback for the convenience to put a laundry room would be a disruption to the character of the neighborhood. He lastly stated that they supported staff request for denial.

Patricia Smith stated she lived directly beside the subject property. She further stated that she lived there for 37 years and that there was a very small area between the houses now. She then stated that to the best of her knowledge there was a master bedroom and bath at that end of the home and she could not conceive how anything else could be added. She also stated that the applicant's had not come to her about the request. She lastly stated that she certainly hoped the Board of Adjustment would deny the request.

Mr. O'Malley made a motion to deny the request.

Mr. Bushrui seconded the motion.

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

5. **1008 Oak Lane** – Mildred Lipka, applicant; Request for a front yard setback variance from 25 feet to 12 feet for a proposed attached carport in R-1AA (Single Family Dwelling District); Located on the west side of Oak Lane approximately 400 feet east of Bear Lake Road; (BV2008-03). (District 3)
Denny Gibbs, Senior Planner

Denny Gibbs introduced the location of the property and stated the applicant proposed to replace an existing carport which was non-conforming for the front setback and that it encroached 13 feet into the required 25 feet front yard setback. She further stated that the carport would be attached to the house. She then stated that there were currently no code enforcement or building violations for the property. She lastly stated that there was no record of prior variances granted for the property.

Scott Hartman stated he was the general contractor representing the applicant. He further stated that the existing carport had a flat roof which was not esthetic

and they wanted to replace it with a pitch roof which would match the house. He then stated that they had four letters of support and they were not aware of any opposition. He lastly stated that they were rebuilding the existing structure to improve the house.

Mr. Coover made a motion to approve the request.

Mr. Bass seconded the motion.

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

6. **5695 North Road** – Keith Jones, applicant; Request for a front yard setback variance from 50 feet to 24 feet for a covered screen room in A-1 (Agriculture District); Located at the intersection of N Center Rd and North Road approximately ¼ mile north of W SR 46; (BV2008-04). (District 5)
Joy Williams, Planner

Joy Williams introduced the location of the property and stated that the applicant requested a variance for an existing covered screen porch that encroached 26 feet into the required 50 feet front yard setback. She further stated that in May 2006, the property owner received a notice of code violation for the un-permitted replacement of the covered screen porch. She then stated that the code violation case was closed in May of 2006, when the applicant applied for a building permit. She also stated that the north side of the covered screen porch was aligned with the north side of the single family house which was built in 1965 and that at that time the required front yard setback in the A-1 zoning classification was 25 feet.

Keith Jones stated he was the owner of the screen company and he was representing the applicant. He further stated around Thanksgiving the applicant added a pool and hired him to screen the pool. He then stated that he applied for a permit from his permit runner and after receiving the permit number without the permit he proceeded and put up the screen enclosure to code. He also stated that the applicant told him the screen porch was there previously and he built it the way the applicant requested.

Mr. Bass made a motion to approve the request.

Mr. Bushrui seconded the motion.

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

7. **1458 Sky Eagle Cove** – Paul & Sara Linartas, applicants; Request for a 1) front yard setback variance from 100 feet to 6.3 feet, and a 2) side yard setback variance from 10 feet to 7.75 feet for a 360 sq ft shed in A-1 (Agriculture District); Located on the west side of Sky Eagle Cove south of Markham Road; (BV2008-05). (District 5)

Joy Williams, Planner

Joy Williams introduced the location of the property and stated that the applicant requested a variance for an existing shed that encroached 93.7 feet into the required 100 feet front yard setback and 2.25 feet into the required 10 feet side yard setback. She further stated that the concrete block shed was being used to shelter the water pump system for the single family residence. She then stated that the shed also encroached into a 10 feet drainage and utility easement and that the applicant was in the process of having the easement vacated. She also stated that in December of 2006, the applicant received a notice of code violation for the un-permitted construction of the shed. She lastly stated that there was no record of prior variances granted for the property.

Joseph Linartas explained his situation to the Board by stating he owned 1.936 acres of land and wanted to put two houses on the property, one for him and one for his son. He further stated that he went to the Building Department to submit for a permit to have the two houses built, but was told he could not build two houses on the same property and that the A-1 zoning classification required one house per acre. He then stated that he was told he could do it as a minor development so he submitted an application for replat to the Development Review Office. He also stated that he had to buy a front portion of a gentleman's property to have one house per acre. He further stated that the water well was built on the northwest corner of the property and a permit was issued. He showed the Board pictures of the property site with both houses and stated that the County Addressing Department changed their address giving them an address on Sky Eagle Cove and not Markham Road, which caused the water well not to be in compliance with the setback requirements. He also showed the Board pictures of the enclosed water well and stated that it was built in good taste and it was not an eyesore. He lastly stated that the structure did not or would ever interfere with anybody because no buildings would ever be built behind the structure.

Mr. O'Malley made a motion to approve the request.

Mr. Bushrui seconded the motion.

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

8. **234 Doverwood Road** – Malcolm Trigg, applicant; Request for a 1) rear yard setback variance from 10 feet to 3 feet, and a 2) side yard setback variance from 7.5 feet to 3 feet for a shed in R-1A (Single Family Dwelling District); Located on the west side of Doverwood Road approximately 1/10th mile north-easterly of Oxford Road; (BV2008-06). (District 4)

Joy Williams, Planner

Joy Williams introduced the location of the property and stated that the applicant proposed to construct a shed that would encroach 7 feet into the required 10 feet rear yard setback and 4.5 feet into the required 7.5 feet side yard setback. She further stated that in October of 2005, the property was granted a rear yard

setback variance from 30 feet to 20 feet for a room addition. She then stated that there was currently no code enforcement or building violation for the property. She also stated that the applicant submitted three letters of support from neighbors. She lastly stated that there was a 7 feet utility easement along the rear of the property and the applicant would vacate that portion.

Malcolm Trigg stated he was the owner and applicant and asked the Board did they have any questions.

Mr. Coover made a motion to approve the request.

Mr. Bass seconded the motion.

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

9. **2461 Center Street** – Walter Lewis Martin, applicant; Request for a rear yard setback variance from 20 feet to 7 feet for a proposed addition in R-1 (Single Family Dwelling District); Located on the east side of Center Street approximately 150 feet north of SR 46; (BV2008-12). (District 5)
Denny Gibbs, Senior Planner

Denny Gibbs introduced the location of the property and stated that at the January 28, 2008, hearing a rear yard variance was granted from 30 feet to 20 feet subsequently the applicant realized that due to errors in the site plan the variance granted was not adequate to build the addition. She further stated that the applicant requested a rear yard setback variance from 20 feet to 7 feet in order to complete the addition. She then stated that the code and building violation on the property had been addressed.

Walter Martin stated he was at the meeting on behalf of his mother Elizabeth Martin, the owner of the property.

Mr. Bass made a motion to approve the request.

Mr. Coover seconded the motion.

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

MOBILE HOME ITEM

10. **1801 Retreat Road** – Cleopatra Goble, applicant; Request for the limited use of a recreational vehicle while a single family home is under construction in A-5 (Rural Zoning District); Located on the south side of Retreat Road approximately ½ mile east of Mullet Lake Park Road; (BM2008-01). (District 5)
Kathy Fall, Principal Planner

Kathy Fall introduced the location of the property and stated the applicant requested two year placement of a recreational vehicle while a permanent single

family dwelling is under construction. She further stated the temporary occupancy of a recreational home while a single family structure is under construction is permitted only by limited use for one year with the option to renew for an additional year upon application to the Board of Adjustment. She then stated a building permitted was issued for a single family home. She also stated the trend of development in the immediate area was a mixed use with permanent and temporary placement of mobile homes along with conventional single family homes. She lastly stated that staff did not have any objections to the temporary placement of the recreational vehicle as long as a single family home was actively under construction.

Scott Haney stated he represented the owner of the property Cleopatra Goble. He further stated that they would be living there while the house is being built to keep track of what is going on. He then stated that the house was being built owner builder and they wanted to make sure the material didn't disappear.

Mr. O'Malley made a motion to approve the request.

Mr. Bushrui seconded the motion.

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

SPECIAL EXCEPTIONS ITEMS

11. **4247 West Lake Mary Blvd** – Antoney Joseph Manipadam, applicant; Request for a Special Exception to establish a wine shop with on-premises consumption in PUD (Planned Unit Development); Located on the south side of Lake Mary Boulevard between Sun Drive and Greenwood Boulevard; (BS2008-01). (District 4)

Denny Gibbs, Senior Planner

Denny Gibbs introduced the location of the property and stated the applicant proposed to establish the Cork & Olive retail wine shop within the Etor PUD which is commonly known as Shoppes Lake Mary Collection. She further stated the shopping center included Publix and Target and therefore demonstrates consistency with the trend of nearby and adjacent development. She then stated Cork & Olive operates as a retail wine and accessories gift shop which sells wine, specialty olive oils, and spices and is seeking the special exception to establish the use and allow on-premise consumption in order to have wine tasting available to the customers, they are not proposing a bar type setting and would not sell wine by the glass. She also stated staff believed the proposed use would be compatible with the trend of development in the area for the following reasons:

- The property is located in a large shopping center, Shoppes @ Lake Mary Collection, at the major intersections of Lake Mary Blvd, Rinehart Road and Sun Drive
- Cork & Olive is a retail wine and accessories gift shop and would not have an adverse effect on existing traffic patterns

- On-premise consumption will be subordinate and incidental to retail wine sales
- An alcoholic beverage establishment as a special exception is consistent with the commercial land use designation

She lastly stated staff recommended approval of the special exception request based on the following conditions:

- The selling of alcoholic beverages shall be primarily package wine sales with the on-premises consumption subordinate and incidental
- No per glass sales of alcoholic beverages

Anthony Manipadam stated he was the franchise owner of Cork & Olive in Lake Mary and he was there if the Board had any questions.

Mr. Coover asked if Anthony agreed with staff conditions.

Anthony Manipadam stated yes.

Mr. Coover made a motion to approve the special exception request subject to staff conditions and subject to the restriction of sampling only on premise and no seating in the facility.

Mr. O'Malley seconded the motion.

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

12.2180 Orange Boulevard S – Mary Vogel, applicant; Request for a special exception for a dog boarding facility in A-1 (Agriculture District); Located on the west side of Orange Boulevard S approximately 1/10th mile feet north of Markham Road; (BS2008-02). (District 5)
Kathy Fall, Principal Planner

Kathy Fall introduced the location of the property and stated the applicant currently offers a pet sitting service off-site in her client's homes and would like to care for the dogs in her private residence. She further stated the boarding would be available for dogs that require 24 hour care such as blind, with failing hips and post-op patients. She then stated that the applicant proposed to pick up and drop off the dogs to her client's homes. She also stated that there would be no signage on the property and no increase in traffic. She lastly stated staff recommended the approval of the special exception based on the following conditions:

- There will be no more than twelve dogs on the property at one time
- All outside activity will be supervised
- Dogs will be boarded within the single family home
- The applicant must obtain and maintain a commercial kennel license with the Seminole County Animal Services

- Dogs will be picked up and dropped off as a part of her trips for the pet sitting service
- Prior to the issuance of development permits, a site plan that meets the requirements of all other applicable code requirements including Chapter 40 of the Land Development Code shall be reviewed and approved by the Development Review Committee

Mary Vogel stated she was requesting a special exception to do what she loved to do and that was to care for animals. She further stated she planned to be there at all times with the animals even when they are outside. She then stated that she was aware because of the area the process was delicate and she didn't want her neighbors to endure any negative parts of the project. She also stated she would not have any excessive barking because she would be very conscious of her neighbors. She further stated that she worked closely with the local Veterinarian's and had taken in a lot of their animals after surgery to help rehabilitate them. She then stated that some people can't be home to take care of their animals after surgery and that is the market she was looking to serve. She also stated she had been taking in foster animals and placed 42 animals in the last three years and she was proud of that.

Mr. O'Malley made a motion to approve the special exception request.

Mr. Bass seconded the motion.

The motion passed by (3-2) vote. Mr. Hattaway and Mr. Bushrui were in opposition.

13. **4900 Orange Boulevard** – Russell & Stefanie Kitner, applicant; Request for a special exception for a landscaping contractor as an accessory use to a wholesale nursery in A-1 (Agriculture District); Located on the north side of Orange Boulevard approximately ¼ mile west of Oregon Avenue; (BS2008-04). (District 5)
Kathy Fall, Principal Planner

Kathy Fall introduced the location of the property and stated the applicant was cited by Seminole County Code Enforcement for operating a lawn service business on A-1 (Agriculture) property without county approval. She further stated the applicant owns Landpro Outdoor which is a lawn care service business and as stated on their application, the applicant was requesting to operate a wholesale nursery with a limited landscape contractor use. She then stated the A-1 zoning district only allows a landscape contractor when it is accessory to the wholesale nursery, therefore it is only allowed in conjunction with the wholesale nursery not a lawn care service business. She also stated special exceptions for landscaping contractor as an accessory use to a wholesale nursery are only permitted on properties licensed for a wholesale nursery. She further stated the applicant must present evidence that the wholesale nursery is the primary use of the property rather than a lawn care service but to date the evidence had not been provided. She then stated that Landpro Outdoors was licensed as a commercial lawn care service which

principal address is 4900 Orange Boulevard and the owner was not licensed to operate a wholesale nursery at that location. She also stated that the operation of a commercial lawn care service would adversely affect the public interest and is not compatible with the adjacent residential and agriculture uses but if the business conducted on the property is limited to wholesale nursery and commercial lawn care service is prohibited as a primary use, only then shall the use be compatible with adjacent residential and agriculture uses. She further stated that staff recommended approval of a landscape contractor as an accessory use to a wholesale nursery based upon the following conditions:

- The applicant shall not allow any employees, equipment , materials or activity that is associated with the commercial lawn care business on the property
- There will be no storage of vehicles that are owned by the employees or company on the property unless it is exclusively used for the wholesale nursery
- The property shall be certified and licensed as a wholesale nursery
- The landscape plantings shall be grown on site and the designated plant/tree areas shall always be stocked at 80% at least
- The general layout of the proposed uses as depicted on the master plan shall not change without reapplication for new Board of Adjustment approval
- No building shall be increased more than 10% without Board of Adjustment approval
- Prior to the issuance of development permits, a site plan that meets the requirements of all other applicable code requirements including Chapter 40 of the Land Development Code shall be reviewed and approved by the Development Review Committee

Stephanie Kitner stated she was one of the owners of the subject property as well as Landpro Outdoors. She further stated they were zoned A-1 which allowed them to have a plant nursery and she had a license regulated by the State of Florida, but as far as Landpro was concerned they started out years ago as a lawn maintenance company but now do everything in the landscaping business, we are a landscaping contractor. She then stated the same guys that do lawn maintenance also install plants. She also stated there were no plants on the property right now because they bought the property in November 2006 and put the irrigation in December 2006, but shortly after that Code Enforcement said stop, citing them stating they were not a landscaping contractor. She further stated her biggest thing was there was no definition for landscaping contractor. She then stated her company installed commercial and residential properties and they also maintain them. She also stated she was a certified Horticulturist. She further stated there were other companies in the vicinity that did lawn maintenance as well. She then stated that she had a letter from her neighbor with a flag lot that has to drive pass her property and he requested they put up a fence, other wise he was fine with them being there. She also stated she wasn't doing anything that was not being done in the area and that they could not be in a commercial area because they needed land.

Paul Kitner stated they started out small in their house and was told by Code Enforcement they could not do the business out of their home. He further stated they found a piece of property to buy and called the Planning office and told them their intentions and exactly what they would be doing and was told they could do the business there. He then stated that other companies called and were told the same thing and now all of a sudden they can't operate their business. He also stated that Code Enforcement stated that they were riding by and saw the trucks then cited them. He lastly stated all they were asking for was an accessory use to the wholesale business.

Rick Beard stated he and his wife owned a piece of property on Orange Blvd. and they were in the landscaping business but they put their property up for sale because they were told they could not continue to have their business at that location. He further stated that it was a serious problem because the County had already approved these businesses all over Seminole County and that should be taken in consideration.

Brenda Turner stated that she owned the property next to the applicant's property and she didn't see why it was a problem. She further stated that her property was an income property and she rented it out to a company that does the same business as the Kitner's and that there are other companies doing the same business in the area and she didn't understand why they couldn't do it.

Bob Rodi stated he didn't have a problem with their trees, but he did have a problem with the area starting to look like an Industrial Park. He further stated there were some very expensive homes out in the area and the resale values were already going down. He then stated that the applicant's had trailers, lawn mowers and other equipment that was not neighborhood friendly.

Mr. Bushrui made a motion to deny the request.

The motion died for a lack of a second.

Mr. O'Malley made a motion to approve the special exception request based on staff recommendations.

Mr. Bass seconded the motion.

The motion passed by (4-1) vote. Mr. Bushrui was in opposition.

APPROVAL JANUARY 28, 2008 MEETING MINUTES

Mr. Bass made a motion to approve the January 28, 2008 Minutes.

Mr. O'Malley seconded the motion.

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

ELECTION OF CHAIRMAN AND VICE CHAIRMAN

Mr. Bushrui made a motion to elect Mr. Hattaway as Chairman.

Mr. Bass seconded the motion.

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

Mr. Bass made a motion to elect Mr. Bushrui as Vice Chairman.

Mr. O'Malley seconded the motion.

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

ADJOURNMENT

Time of Adjournment was 9:05 P.M.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Cathcart Office/Warehouse Rezone**DEPARTMENT:** Planning and Development **DIVISION:** Planning**AUTHORIZED BY:** Dori DeBord**CONTACT:** Ian Sikonia**EXT:** 7398**MOTION/RECOMMENDATION:**

1. Approve the request for a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development) on 1.9± acres, located 1000 feet west of the intersection of Mikler Road and SR 426, and approve the attached Preliminary Site Plan, subject to the conditions in the attached Development Order, per staff findings and authorize the Chairman to execute the aforementioned documents; (Jack Reynolds, applicant); or
2. Deny the request for a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development) on 1.9± acres, located 1000 feet west of the intersection of Mikler Road and SR 426, and authorize the Chairman to execute the Denial Development Order; (Jack Reynolds, applicant); or
3. Continue the item to a time and date certain.

District 1 Bob Dallari

Ian Sikonia

BACKGROUND:

The applicant is requesting a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development) in order to develop an office/warehouse complex consisting of four buildings. The Future Land Use designation on the subject property is Industrial, which allows the requested zoning district.

The proposed Preliminary Site Plan indicates that the project will contain a total of 17,568 square feet, divided between four buildings. The intended office uses are limited to 5,920 square feet and the warehouse uses are limited to 11,648 square feet. The applicant is proposing uses from the OP (Office), C-3 (Retail Commercial & Wholesale), and M-1A (Very Light Industrial) zoning districts. This property is located in an area transitioning from large single-family home lots to commercial and industrial employment centers.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:

The Planning and Zoning Commission met on March 5, 2008 and voted 7 to 0 to recommend approval of the request for a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development) on 1.9± acres, located 1000 feet west of the intersection of Mikler Road and SR 426, and recommend approval of the attached Preliminary Site Plan, subject to the conditions in the attached Development Order, per staff findings.

STAFF RECOMMENDATION:

Staff recommends the Board approve the request for a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development) on 1.9± acres, located 1000 feet west of the intersection of Mikler Road and SR 426, and recommend approval of the attached Preliminary Site Plan, subject to the conditions in the attached Development Order.

ATTACHMENTS:

1. Staff Report
2. Location Map
3. Future Land Use and Zoning Map
4. Aerial Map
5. Preliminary Site Plan
6. Development Order
7. Rezone Ordinance
8. Denial Development Order
9. 3-5-08 Planning Commission Minutes

Additionally Reviewed By:

County Attorney Review (David Shields)

Cathcart Florida Office/Warehouse Rezone from A-1 to PCD	
APPLICANT	Jack Reynolds
PROPERTY OWNER	Cathcart Florida-Mikler
REQUEST	Rezone from A-1 (Agriculture) to PCD (Planned Commercial Development).
PROPERTY SIZE	1.9 ± acres
HEARING DATE (S)	P&Z: March 5, 2008 BCC: April 22, 2008
PARCEL ID	29-21-31-300-0100-0000
LOCATION	Located 1000 feet west of the intersection of Mikler Road and SR 426.
FUTURE LAND USE	Industrial (IND)
ZONING	A-1 (Agriculture)
FILE NUMBER	Z2007-81
COMMISSION DISTRICT	#1 – Dallari

PROPOSED DEVELOPMENT:

The applicant is proposing a 17,568 square foot office/warehouse complex.

ANALYSIS OVERVIEW:

ZONING REQUEST

The applicant, Jack Reynolds is requesting a rezone in order to develop a 17,568 square foot office/warehouse complex. The Future Land Use designation of the subject property is Industrial (IND), which allows for the requested PCD zoning district. The following table depicts the minimum regulations for the current zoning district of A-1 (Agriculture) and the requested district of PCD (Planned Commercial Development):

DISTRICT REGULATIONS	Existing Zoning (A-1)	Proposed Zoning (PCD)
Minimum Lot Size	43,560 sq. ft.	N/A
Minimum House Size	N/A	N/A
Minimum Width at Building Line	150 feet	N/A
Front Yard Setback	50 feet	25 feet
Side Yard Setback	10 feet	10 feet
(Street) Side Yard Setback	50 feet	N/A
Rear Yard Setback	30 feet	10 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:

Zoning District	Permitted Uses	Special Exception
A-1 (existing)	Citrus or other fruit crops cultivation, production, and horticulture, Truck farms, Plant nurseries and greenhouses not involved with retail sales to the general public, Poultry and livestock production, excluding commercial swine raising, except as otherwise provided within the district, Grazing and pasturing of animals, Home occupations and home offices, Roadside stands for the sale of fruits, vegetables, and similar products produced on the premises, provided such stand is placed no closer than twenty-five (25) feet to a property line, Government-owned or government-operated building or use, excluding public utility and service structures public, Public and private elementary schools, Fish hatcheries or fish pools, when approved in accordance with all applicable federal, state, and County regulations and laws, Publicly owned and/or controlled parks and recreation areas, Bait production, Stables, barns, sheds, silos, granaries, windmills, and related agricultural structures, Dairies, Apiculture, Silviculture including timber production, Single-family dwelling and customary accessory uses including one (1) guesthouse or cottage, Neighborhood recreation areas, when approved as part of a subdivision plat, Churches and structures appurtenant thereto, Community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents, One (1) boat dock and one (1) associated boathouse per lot.	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 when such facilities and homes are approved and licensed by the State of Florida, Public and private nursery schools, kindergartens, middle schools, high schools and colleges, Temporary asphalt plants for purpose of specific public road construction, Sawmills, Public utility and service structures, Fraternal clubs when chartered with the State, Country and golf clubs, fishing clubs, fishing camps, marinas, gun clubs, or similar enterprises or clubs making use of land with nominal impacts to natural resources, as determined by the Planning Manager, Privately owned and operated recreational facilities open to the paying public, such as, athletic fields, stadiums, racetracks, and speedways if the use is located along a major roadway or has immediate accessibility thereto, Golf driving ranges, Riding stables, provided that no structure housing animals is located nearer than one hundred (100) feet from a property line, Airplane landing fields and helicopter ports with accessory facilities for private or public use, Commercial raising of swine (other than for family use), Sewage disposal plants, water plants, and sanitary landfill operations, Off-street parking lots. When approved, said parking lots shall: (A) Be provided with a durable, dust-free surface which is properly drained; and (B) Be adequately buffered from adjacent properties and roadways by a landscape screen, Farmworker housing; either single family or multifamily dwellings, where land use is for bona fide agriculture uses; provided further that such structures house only those persons and their immediate family or households, employed in carrying out such bona fide agricultural use. Mobile homes may be permitted in lieu of tenant dwellings, provided, however, that approval for mobile homes shall be limited to a time period not exceeding two (2) years after review and finding that the land is used for bona fide agricultural uses, "Bona fide agriculture uses," as used in this subsection, shall be determined by reference to the following criteria: (i) Whether the parcel or its adjacent lands are being actually utilized in agricultural pursuits by the same owner; and (ii) Whether the requested tenant dwelling or mobile home serve a purpose directly related to the agricultural laborers or employees and/or other agricultural purposes, A mobile home may be permitted as a Special Exception on a lot or parcel of record subject to the following requirements: (A) Only one (1) single-family mobile home may be permitted. (B) It shall bear the Florida Standards Seal or acceptable equivalent. (C) It shall be subject to all applicable regulations of the zoning classification (i.e., setbacks, land uses.) (D) Where installation of a septic tank is proposed, an acceptable percolation and depth-of-water-table test shall be submitted at the time of application. (E) If the proposed site is known to be flood prone, an acceptable plan shall be submitted at time of application which details steps to prevent hazard to health and property. (F) An approved single-family mobile home shall be firmly anchored in accordance with all applicable codes and shall have skirting installed to screen the underside of the structure, Retail nurseries where the products for sale are grown on site of sale, Organizations involved in either the slaughter of livestock, meat cutting, and/or processing operations, but that do not engage in retail sales, Community residential homes housing more than six (6) permanent unrelated residents (including group homes and foster care facilities), provided that the location does not create a over-concentration of such homes or substantially alter the nature and character of the area, all as defined in Section 419.001(3)(c), Florida Statutes (2001). (22) Landscaping contractors as an accessory use to a wholesale nursery or wholesale tree farm, Communication towers, Disposal of tree cuttings or similar organic materials by burning in which materials have been transported to the property, Bed and Breakfast establishments which are not located within a platted subdivision.
PCD (proposed)	All permitted uses in the OP, M-1A, and C-3 zoning districts.	No Special Exception Uses Allowed

COMPATIBILITY WITH SURROUNDING PROPERTIES

Mikler Road from SR 426 to SR 417 is a transitioning area from single-family uses to industrial and commercial uses. There have been several rezones in this area such as Mikler Road Commerce Center PCD, Big Boys Storage PCD, and the Magnolia Corporate Center PCD which allow for similar industrial and office uses. The property is surrounded on all sides by the Industrial Future Land Use Designation. To the west of the property is the C-3 zoning district, to the north and east is the PCD zoning district, and to the south is the A-1 zoning district. The PCD to the east allows for industrial, warehouse, and commercial type uses. The property to the west is the C-3 zoning district which allows for industrial type uses however the property is currently vacant.

The area abutting SR 426 currently allows for commercial uses which buffers the internal lots of Mikler Road to develop as more intense industrial sites. This allows for this area to be developed as an industrial center which won't adversely affect the existing residents on the east side of SR 426. The proposed use of this site allows for a mixture of compatible industrial, warehouse, and office uses allowing for the growth of an industrial employment center. Staff finds the requested rezone is compatible with the surrounding uses and existing development patterns of the area.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM map with an effective date of 2007, there appears to be no floodplains on the subject property.

Drainage:

The proposed project is located within the Howell Creek Drainage Basin, and does not have limited downstream capacity. The site will have to be designed to meet the pre-development Rate for the 25-year, 24-hour storm event.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there are not endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3)(c); Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has submitted an application for Full Concurrency Review. Concurrency Management has determined that water and sewer facility capacity is available for the proposed property subject to execution of a Utility Agreement and payment of fees. Concurrency Management further determined that sufficient roadway capacity is available based upon Concurrency Management System Net Available Capacity.

Utilities:

The site is located in the Seminole County utility service area, and will be required to connect to public utilities. There is an 8-inch water main on the north side of Mikler Road and an 8-inch force main on the south side of Mikler Road. The subject property is in the ten year master plan for reclaimed water. A separate reclaimed water utility system is required. This system will be charged by a temporary jumper from the potable water main and must be connected to reclaimed water when it becomes available.

Transportation / Traffic:

The property proposes access onto Mikler Road, which is classified as a local road. Mikler Road is currently operating at a level-of-service "A" and does not have improvements programmed in the County 5-year Capital Improvement Program or FDOT 5-year Work Program.

Buffers and Sidewalks:

The development will not be required to construct a side walk because there is no existing sidewalk on Mikler Road.

The following proposed buffers are contained in the attached Development Order:

West;	5'
North;	10'
South;	5'

Parking and Buffer areas shall be landscaped in accordance with the provisions of the Section 30.1230, "Landscaping of Parking Areas" of the Seminole County Land Development Code. The required number of plantings in the proposed buffers shall consist of a screen of landscaping, composed of natural and/or man-made materials, arranged or planted in the designated landscape buffer in order that a height of at least three feet shall be attained within one year after planting and shall screen a minimum of

seventy five percent of the parking areas to that height. The required number of trees will consist of four canopy trees for every one hundred linear feet.

APPLICABLE POLICIES:

Fiscal Impact Analysis

This project does not warrant the running of the County Fiscal Impact Analysis Model.

Special Districts

The subject property is not located within any special districts.

Comprehensive Plan (Vision 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

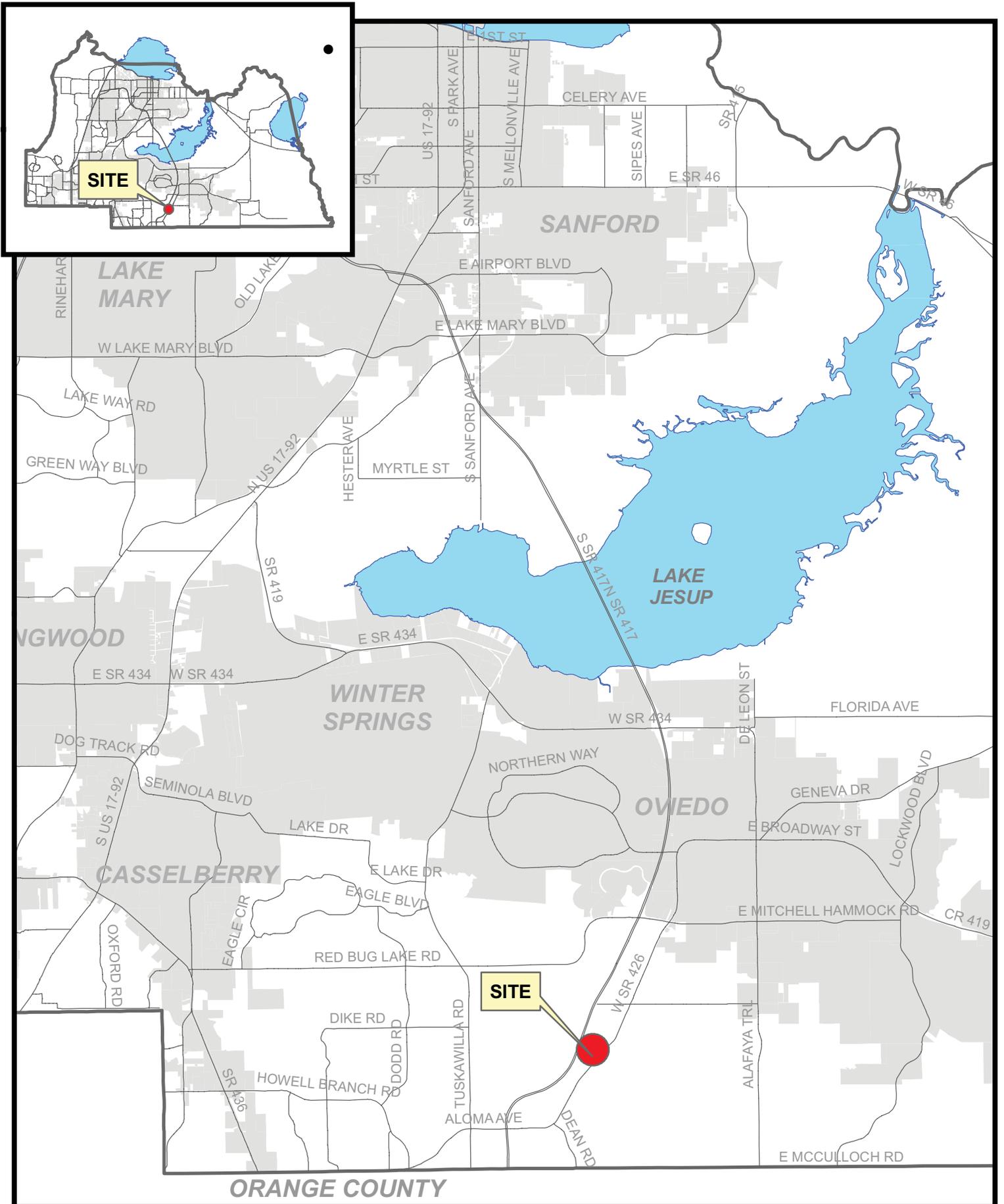
- Policy FLU 2.11: Determination of Compatibility in PUD and PCD Zoning Classifications
- Policy POT 4.5: Potable Water Connection
- Policy PUB 2.1: Public Safety Level-of-Service
- Policy SAN 4.4: Sanitary Sewer Connection

INTERGOVERNMENTAL NOTIFICATION:

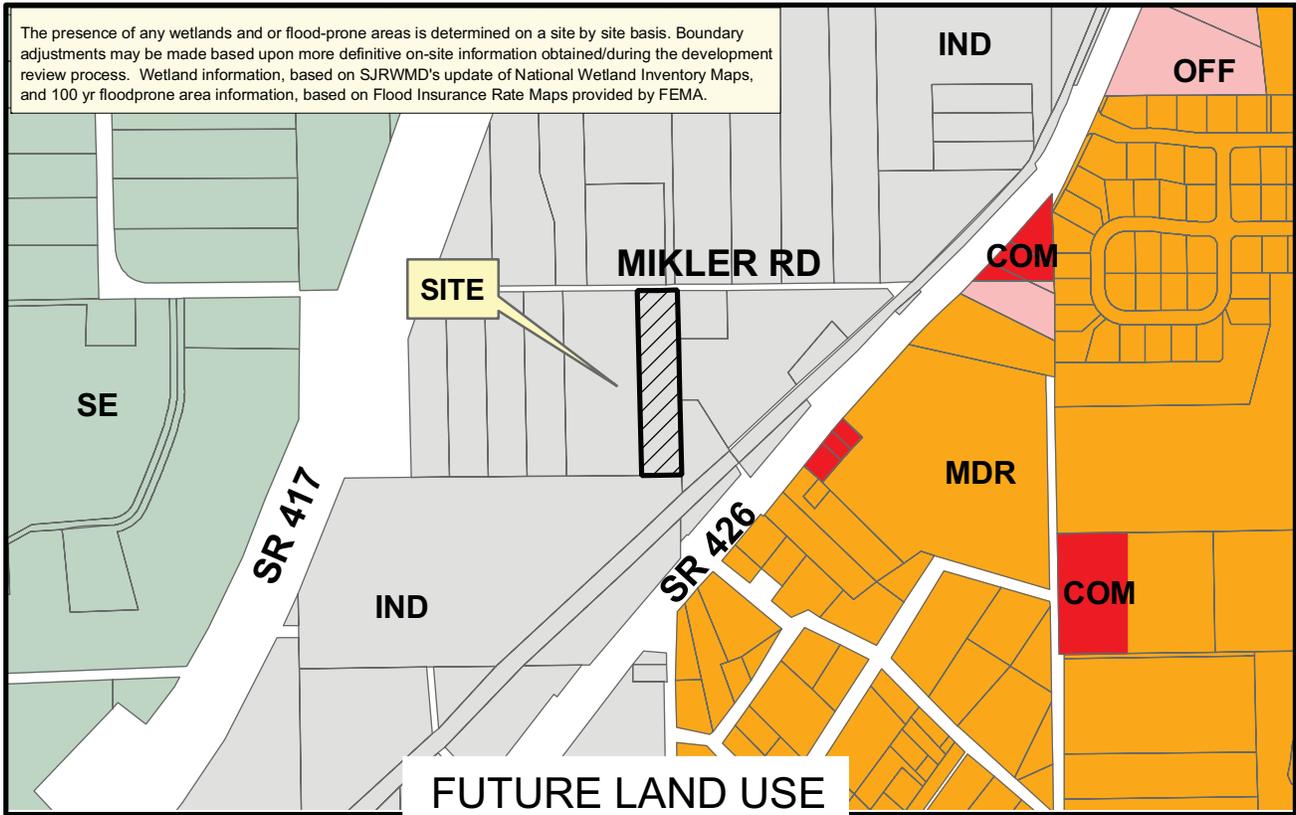
Intergovernmental notices were not required due to this property not being located near or adjacent to any municipality.

LETTERS OF SUPPORT OR OPPOSITION:

Staff has not received letters of support or opposition.



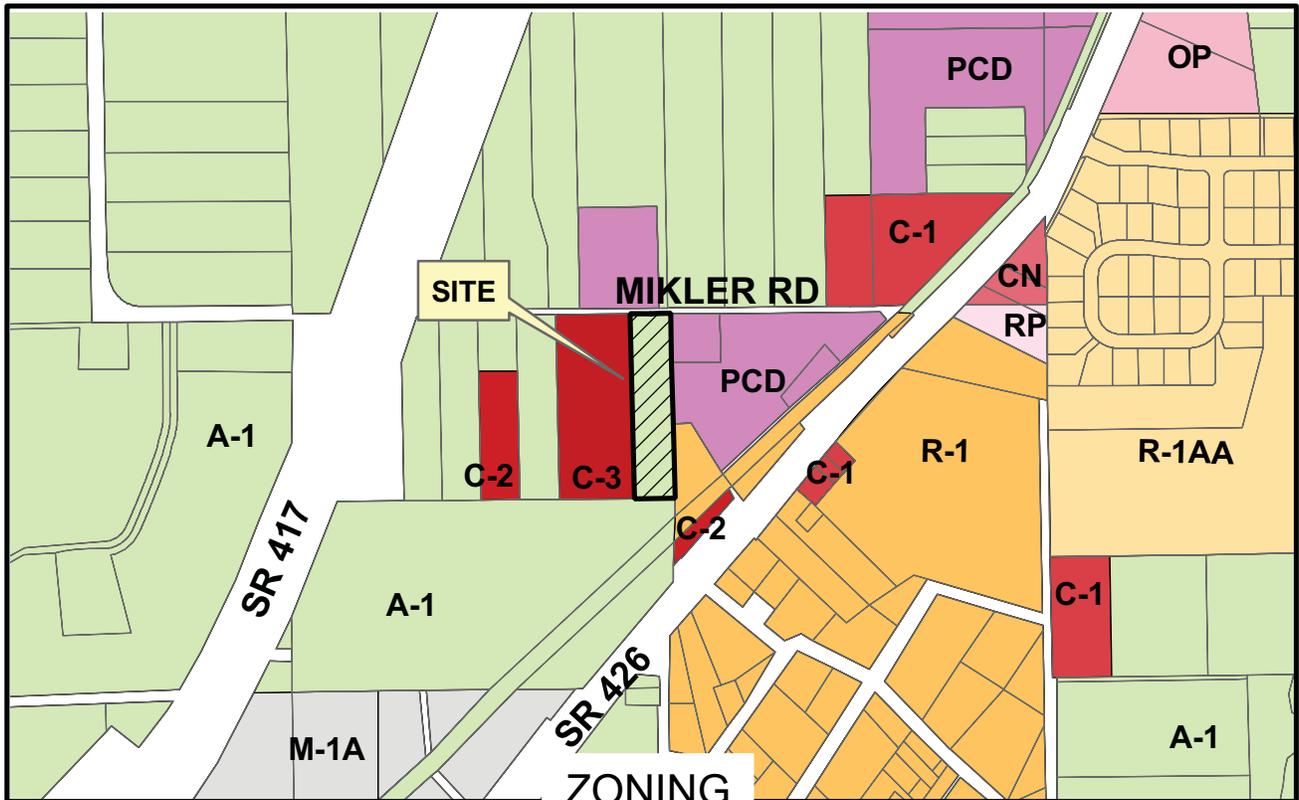
The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



MDR
 OFF
 SE
 COM
 IND
 Site
 CONS
 Municipality

Applicant: Jack Reynolds
 Physical STR: 29-21-31-300-0100-0000
 Gross Acres: 1.90 +/- BCC District: 1
 Existing Use: residential
 Special Notes: _____

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2007-081	A-1	PCD



A-1
 R-1
 R-1AA
 RP
 CN
 C-1
 C-2
 C-3

M-1
 PCD
 FP-1
 W-1



Rezone No: Z2007-081
From: A-1 To: PCD

-  Parcel
-  Subject Property



Winter 2006 Color Aerials

SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On April 22, 2008, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: Cathcart Florida-Mikler
P.O. Box 195788
Winter Springs, FL 32719

Project Name: Cathcart Office/Warehouse Rezone

Requested Development Approval:

Rezone from A-1 (Agriculture) to PCD (Planned Commercial Development).

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by:
Ian Sikonia, Senior Planner
1101 East First Street
Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The aforementioned application for development approval is **GRANTED**.
- (2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:
- a. All development shall comply with the Preliminary Master Plan attached as Exhibit B.
 - b. The allowable permitted uses for this site shall be in accordance with the OP, C-3, and M-1A zoning district. Prohibited Uses shall include churches, day care facilities, theaters, multi-family housing, communication towers, truck terminals, parking garages, and alcohol sales.
 - c. Retail sales shall be ancillary to the office/warehouse uses.
 - d. Maximum allowable building height shall be 35 feet.
 - e. Building setbacks shall be as follows;

Front:	25'
Side:	10'
Rear:	10'
 - f. Buffer yards shall be as follows;

Front (North):	10'
Side (West & East):	5'
Rear (South):	10'
 - g. The existing southernmost building shall only be used as a storage facility. Any use other than storage shall not be permitted out of that structure.
 - h. There shall be a minimum of 42 parking spaces provided on-site.
- (4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said

property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
Brenda Carey
Chairman, Board of County Commissioners

EXHIBIT A

THE EAST 131.80 FEET OF THE NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA; (LESS THE NORTH 35' FOR ROAD RIGHT-OF-WAY.)

CONTAINS 1.9005 ACRES OR 82,787 SQUARE FEET MORE OR LESS.

EXHIBIT B

(See Attached Pages)

ORDINANCE NO.

SEMINOLE COUNTY, FLORIDA
Z2007-81

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) THE PCD (PLANNED COMMERCIAL DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR 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 "Cathcart Office/Warehouse Rezone."

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from A-1 (Agriculture) to PCD (Planned Commercial Development):

SEE ATTACHED EXHIBIT A

Section 3. 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 Department and recording of Development Order 07-20500007.

ENACTED this 22nd day of April 2008.
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Brenda Carey
Chairman

EXHIBIT A
LEGAL DESCRIPTION

THE EAST 131.80 FEET OF THE NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA; (LESS THE NORTH 35' FOR ROAD RIGHT-OF-WAY.)

CONTAINS 1.9005 ACRES OR 82,787 SQUARE FEET MORE OR LESS.

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On April 22, 2008, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

FINDINGS OF FACT

Property Owner: Cathcart Florida-Mikler
P.O. Box 195788
Winter Springs, FL 32719

Project Name: Cathcart Office/Warehouse Rezone

Requested Development Approval:

Rezone from A-1 (Agriculture) to PCD (Planned Commercial Development).

The Board of County Commissioners has determined that the request for a rezone from A-1 (Agriculture) to PCD (Planned Commercial Development) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Cathcart Office/Warehouse rezone from A-1 (Agriculture) to PCD (Planned Commercial Development)" and all evidence submitted at the public hearing on April 22, 2008, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested development approval should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is DENIED.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Brenda Carey, Chairman

EXHIBIT A

THE EAST 131.80 FEET OF THE NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA; (LESS THE NORTH 35' FOR ROAD RIGHT-OF-WAY.)

CONTAINS 1.9005 ACRES OR 82,787 SQUARE FEET MORE OR LESS.

**MINUTES FOR THE
SEMINOLE COUNTY LAND PLANNING AGENCY/
PLANNING AND ZONING COMMISSION**

WEDNESDAY, MARCH 5, 2008

Members present: Matthew Brown, Ben Tucker, Melanie Chase, Dudley Bates, Walt Eismann, Kim Day and Rob Wolf.

Also present: Alison Stettner, Planning Manager; Ian Sikonia, Senior Planner; Austin Watkins, Senior Planner; Larry Poliner, Development Review Manager; Kathy Furey – Tran, Assistant County Attorney; and Connie DeVasto, Office Supervisor

Mikler Road Rezone; Jack Reynolds, American Civil Engineering, applicant; 1.90± acres; Rezone from A-1 (Agriculture) to PCD (Planned Commercial Development); located on the south side of Mikler Road, 800 feet west of SR 426. (Z2007-81)

Commissioner Dallari - District 1
Ian Sikonia, Senior Planner

Ian Sikonia stated that staff recommends approval of this request.

Jack Reynolds was present on behalf of the owner, John Cathcart, and stated that the access is on Mikler Road.

Mr. Reynolds also advised that he agrees with all conditions stated in the Development Order and the staff report.

No one spoke in favor or opposition of this request.

**Commissioner Bates made a motion to approve.
Commissioner Eismann seconded the motion.
The motion passed 7-0.**

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Line Drive Professional Office Future Land Use Amendment and Rezone

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Ian Sikonia

EXT: 7398

MOTION/RECOMMENDATION:

1. Approve the request for a Small Scale Land Use Amendment from PD (Planned Development) to PD (Planned Development) and a rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) on 0.62± acres, located 300 feet south of the intersection of Sand Lake Road and Line Drive, and approve the attached Preliminary Master Plan and Development Order, based on staff's findings, and authorize the Chairman to execute the aforementioned documents; (Jack Reynolds, applicant); or
2. Deny the request for a Small Scale Land Use Amendment from Planned Development (PD) to Planned Development (PD) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) on .62± acres, located 300 feet south of the intersection of Sand Lake Road and Line Drive, and authorize the Chairman to execute the Denial Development Order; (Jack Reynolds, applicant); or
3. Continue the item to a time and date certain.

District 3 Dick Van Der Weide

Ian Sikonia

BACKGROUND:

The applicant, Jack Reynolds is requesting a rezone and Small Scale Land Use Amendment in order to develop a 4,600 square foot professional office building. The parcel was previously located within Tract 5 of the Stockbridge PUD which permitted 280 townhomes and single-family dwellings on 33.3 acres with a density of 8.4 units per acre. Tract 5's final approved development pattern is a total of 250 townhome and single-family dwellings, leaving the 0.62 acre vacant. This property was removed from the Stockbridge PUD and was rezoned to allow a 7 unit townhouse community on October 24, 2006. The requested rezone will allow all permitted uses within the OP (Office) zoning district. The Comprehensive Plan-Future Land Use Element Plan Amendment Standards of Review require a Land Use Amendment to existing Planned Development sites whenever a proposed amendment includes uses that were not previously approved. In this case, the original Planned Development permitted only residential uses.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:

The Planning and Zoning Commission met on March 5, 2008 and voted 7 to 0 to recommend approval of the request for a Small Scale Land Use Amendment from Planned Development (PD) to Planned Development (PD) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) on .62± acres, located 300 feet south of the intersection of

Sand Lake Road and Line Drive, and recommend approval of the attached Preliminary Master Plan, per staff findings.

STAFF RECOMMENDATION:

Staff recommends the Board approve the request for a Small Scale Land Use Amendment from Planned Development (PD) to Planned Development (PD) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) on .62± acres, located 300 feet south of the intersection of Sand Lake Road and Line Drive, and recommend approval of the attached Preliminary Master Plan, subject to the conditions in the attached Development Order.

ATTACHMENTS:

1. Staff Report
2. Location Map
3. Future Land Use and Zoning Map
4. Aerial Map
5. Preliminary Master Plan
6. Development Order
7. Land Use Ordinance
8. Rezone Ordinance
9. Denial Development Order
10. 3-5-08 Planning Commission

Additionally Reviewed By:

County Attorney Review (David Shields)

Line Drive Professional Office Small Scale Land Use Amendment from PD to PD Rezone from PUD to PUD	
APPLICANT	Jack Reynolds
PROPERTY OWNER	Huned Botee
REQUEST	Small Scale Land Use Amendment from PD (Planned Development) to PD (Planned Development) and a rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development).
PROPERTY SIZE	.62 ± acres
HEARING DATE (S)	P&Z: March 5, 2008 BCC: April 22, 2008
PARCEL ID	07-21-29-300-019C-0000
LOCATION	Located 300 feet south of the intersection of Sand Lake Road and Line Drive.
FUTURE LAND USE	PD (Planned Development)
ZONING	PUD (Planned Unit Development)
FILE NUMBER	Z2007-45 / 02-08SS02
COMMISSION DISTRICT	#3 – Van Der Weide

PROPOSED DEVELOPMENT:

The applicant is proposing a 4,600 square foot professional office building.

ANALYSIS OVERVIEW:

ZONING REQUEST

The applicant, Jack Reynolds is requesting a rezone and small scale land use amendment in order to develop a 4,600 square foot office complex. The Future Land Use designation of the subject property is PUD (Planned Unit Development), which includes uses associated with a townhome subdivision. The following table depicts the minimum regulations for the current zoning district of PUD (Planned Unit Development) and the requested district of PUD (Planned Unit Development):

DISTRICT REGULATIONS	Existing Zoning (PUD)	Proposed Zoning (PUD)
Minimum Lot Size	1,376 sq. ft.	N/A
Minimum House Size	2,200 sq. ft.	N/A
Minimum Width at Building Line	N/A	N/A
Front Yard Setback	20 feet	25 feet
Side Yard Setback	7.5 feet	10 feet
(Street) Side Yard Setback	15 feet	N/A
Rear Yard Setback	15 feet	30 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:

Zoning District	Permitted Uses	Special Exception	Minimum Lot Size
PUD (existing)	Townhomes and their customary accessory uses, home occupations and home offices	N/A	1,376 sq. ft.
PUD (proposed)	Allowable uses shall be those permitted in the OP Zoning District.	N/A	N/A

COMPATIBILITY WITH SURROUNDING PROPERTIES

The area from Sand Lake Road to SR 436 on Line Drive consists of single family, multi-family, and some non-residential uses. To the north of the property is the Congregation of Beth Am Temple, to the south is a small office building, to the east are single-family homes, and to the west is Orange County which consists of single-family homes. The requested professional office building will create an employment center and serve the residents of the surrounding neighborhoods. The proposed use of this site allows for a mixture of compatible low density residential and non residential uses in the area. Staff finds that the requested rezone and land use amendment are compatible with the surrounding uses and existing development patterns of the area.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM map panel 12117C0115E, with an effective date of 1995, there appears to be no floodplains on the subject property.

Drainage:

The proposed project is located within a landlocked drainage basin, and has no downstream capacity. The site will have to be designed to hold the entire 100-year, 24-hour storm event onsite.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there 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)(c); Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has submitted an application for Full Concurrency Review. Concurrency Management has determined that water and sewer facility capacity is available for the proposed property subject to execution of a Utility Agreement and payment of fees. Concurrency Management further determined that sufficient roadway capacity is available based upon Concurrency Management System Net Available Capacity.

Utilities:

The site is located in the Southeast Seminole County water and sewer utility service area. There is an 8-inch water main on the east side of Line Drive and an 8-inch force main approximately 1200 ft. east on the south side of Sand Lake Road. The applicant is not proposing a connection to sewer due to the distance to the line, instead they are proposing a septic system. The subject property is not in the ten-year master plan for reclaimed water. An alternative source for irrigation water will not be required.

Transportation / Traffic:

The property is adjacent to Line Drive which is classified as a local road. Line Drive is not currently programmed to be improved according to the County 5-year Capital Improvement Program.

Public Safety:

The County Level-Of-Service standard for fire protection and rescue, per Policy PUB 2.1 of the Comprehensive Plan, is 5 minutes average response time. The nearest response unit to the subject property is Station 13, which is located at 1240 SR 436 and meets the Level-Of-Service standard.

Buffers and Sidewalks:

There is an existing 5-foot sidewalk along Line Drive which will be connected to the office building and the open space area.

The following proposed buffers are contained in the attached Development Order:

West: 10'
North: 5'
South: 10'

The applicant is requesting a waiver from the Active/Passive Buffer Setback Design Standards along the south property line. The adjacent property has the Medium Density Residential Future Land Use designation, which requires application of the Active/Passive standards per Section 30.1232 of the Land Development Code. The requirements for an Active property line are a 25-foot landscape buffer and a 50-foot building setback. Although the adjacent property has a residential Future Land Use designation, it is zoned Residential Professional (RP) and is developed with an office building. The applicant is requesting a 10-foot side setback and a 5-foot landscape buffer in lieu of the Active buffer along that property line. Staff finds the requested buffer and setback sufficient due to the RP zoning and the office building adjacent to the subject property.

APPLICABLE POLICIES:

Fiscal Impact Analysis

This project does not warrant the running of the County Fiscal Impact Analysis Model.

Special Districts

The subject property is located within the Aquifer Recharge Overlay District and the Wekiva Study Area.

Comprehensive Plan (Vision 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

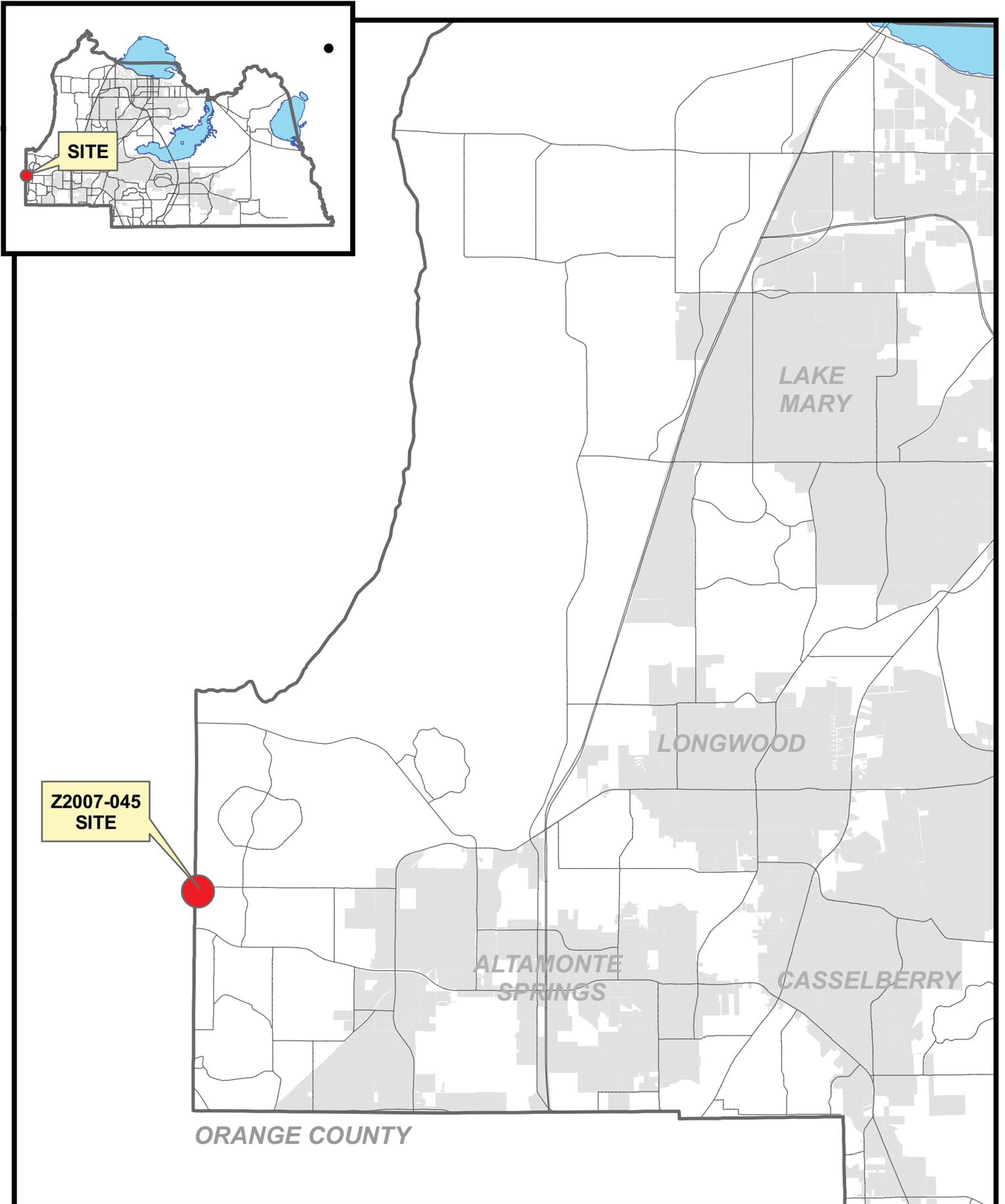
- Policy FLU 2.11: Determination of Compatibility in PUD and PCD Zoning Classifications
- Policy POT 4.5: Potable Water Connection
- Policy PUB 2.1: Public Safety Level-of-Service

INTERGOVERNMENTAL NOTIFICATION:

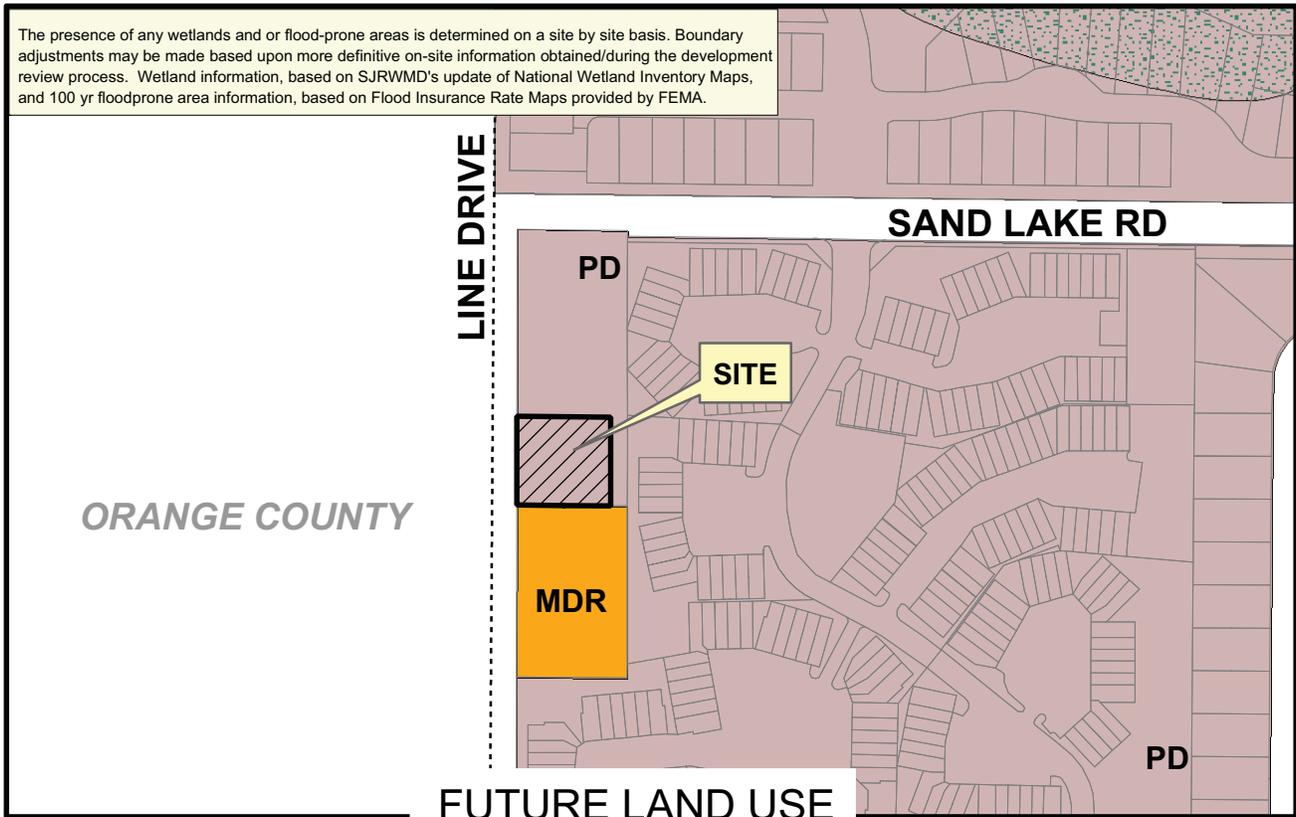
An intergovernmental notice was sent to Orange County on February 14, 2008.

LETTERS OF SUPPORT OR OPPOSITION:

Staff has not received letters of support or opposition.



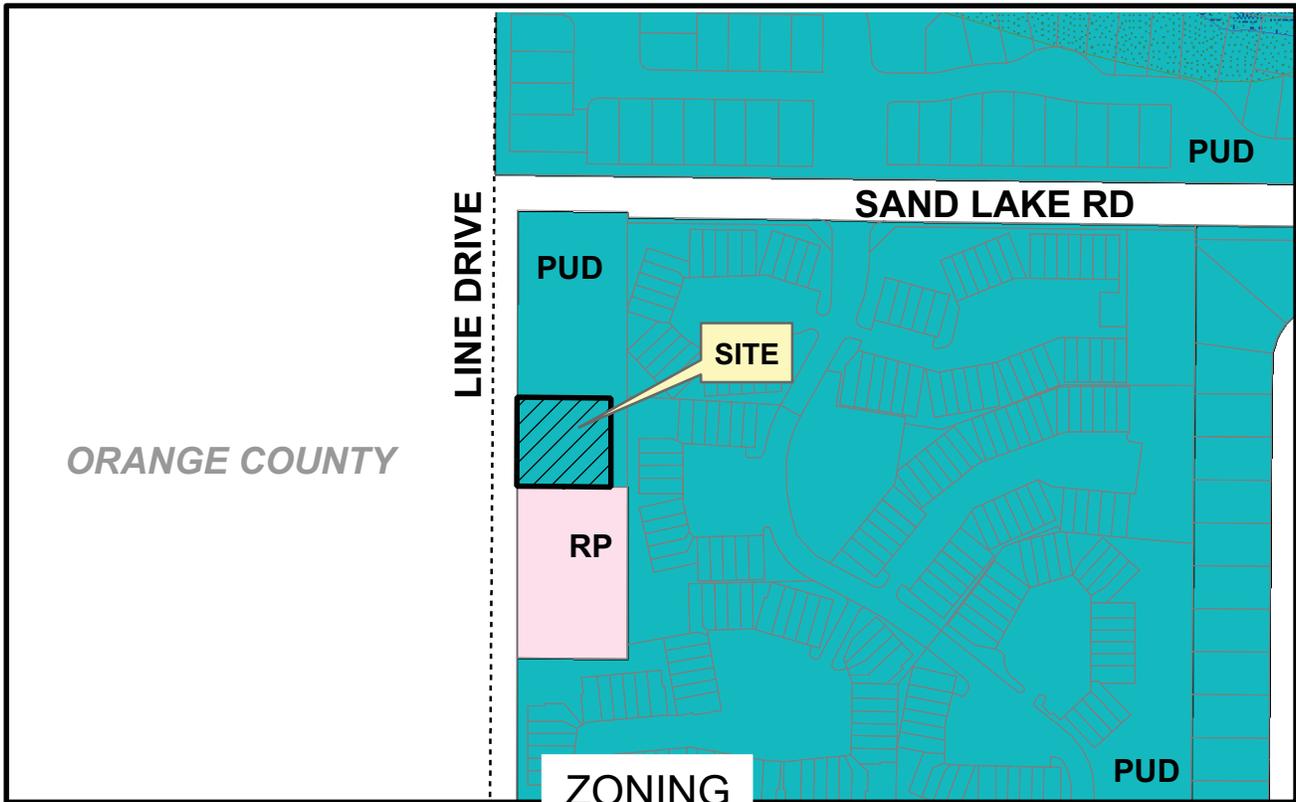
The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



Site
 Municipality
 MDR
 PD
 CONS

Applicant: Jack Reynolds
 Physical STR: 07-21-29-300-019C-0000
 Gross Acres: .62 +/- BCC District: 3
 Existing Use: Vacant
 Special Notes: None

	Amend/ Rezone#	From	To
FLU	02-08SS02	PD	PD
Zoning	Z2007-045	PUD	PUD



A-1
 RP
 PUD
 FP-1
 W-1



SAND LAKE RD

SITE

LINE DRIVE

Rezone No: Z2007-045
 From: PUD To: PUD

 Parcel

 Subject Property



Winter 2006 Color Aerials

SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On April 22, 2008, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: Huned Botee
P.O. Box 162905
Altamonte Springs, FL 32716

Project Name: Line Drive Professional Office

Requested Development Approval:

Small Scale Future Land Use Amendment from Planned Development (PD) to Planned Development (PD) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development)

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by:
Ian Sikonia, Senior Planner
1101 East First Street
Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The aforementioned application for development approval is **GRANTED**.
- (2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:
 - a. All development shall comply with the Preliminary Master Plan attached as Exhibit B.
 - b. The allowable permitted uses for this site shall be in accordance with the OP zoning district. Prohibited uses shall include post offices, public parks, public and private parochial schools, playgrounds, fire stations, administrative public buildings, churches, and public schools (elementary, middle, high).
 - c. Maximum allowable building height shall be 35 feet.
 - d. Building setbacks shall be as follows;

Front:	25'
Side:	10'
Rear:	10'
 - e. Buffer yards shall be as follows;

West:	10'
North & South:	5'
East:	10'
 - f. There shall be a minimum of 25 parking spaces of which 3 must be turf block or an alternative material approved by the Planning Manager to comply with the Aquifer Recharge Overlay Standards.
- (4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
Brenda Carey
Chairman, Board of County Commissioners

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Huned Botee, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witness

Huned Botee

Witness

STATE OF FLORIDA)

)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Huned Botee who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2008.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

EXHIBIT A

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED NORTH 00 DEGREES 04'38" EAST, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; FROM SAID POINT OF REFERENCE RUN SOUTH 00 DEGREES 04'30 WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1350.14 FEET; THENCE RUN SOUTH 89 DEGREES 20'33" EAST 33.00 FEET TO THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD AND THE EAST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD; THENCE SOUTH 00 DEGREES 04'38" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD, A DISTANCE OF 327.21 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 29'42" EAST A DISTANCE OF 175.00 FEET; THENCE SOUTH 00 DEGREES 04'38" WEST A DISTANCE OF 155.00 FEET; THENCE NORTH 89 DEGREES 29'42" WEST A DISTANCE OF 175.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD; THENCE NORTH 00 DEGREES 04'38" EAST A DISTANCE OF 155.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

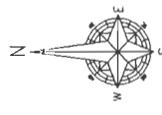
(See Attached Pages)

DATE	1/17/20
PROJECT	ADDRESS: BIRCHWOOD CO. CONDOS (17/17/20)
OWNER	17/17/20
DESIGNER	AMERICAN CIVIL ENGINEERING CO.
CHECKED	DATE
DRAWN	DATE
SCALE	1" = 10'
SHEET	7/13/20

AMERICAN CIVIL ENGINEERING CO.
 1000 N. W. 10th Ave., Suite 210, Fort Lauderdale, Florida 33304
 Tel: (954) 578-7700 Fax: (954) 578-7701
 www.americancivil.com

LINE DRIVE OFFICES
 PUD PRELIMINARY LANDSCAPE PLAN
 LINE DRIVE
 APOPKA, FLORIDA

DATE	1/17/20
PROJECT	ADDRESS: BIRCHWOOD CO. CONDOS (17/17/20)
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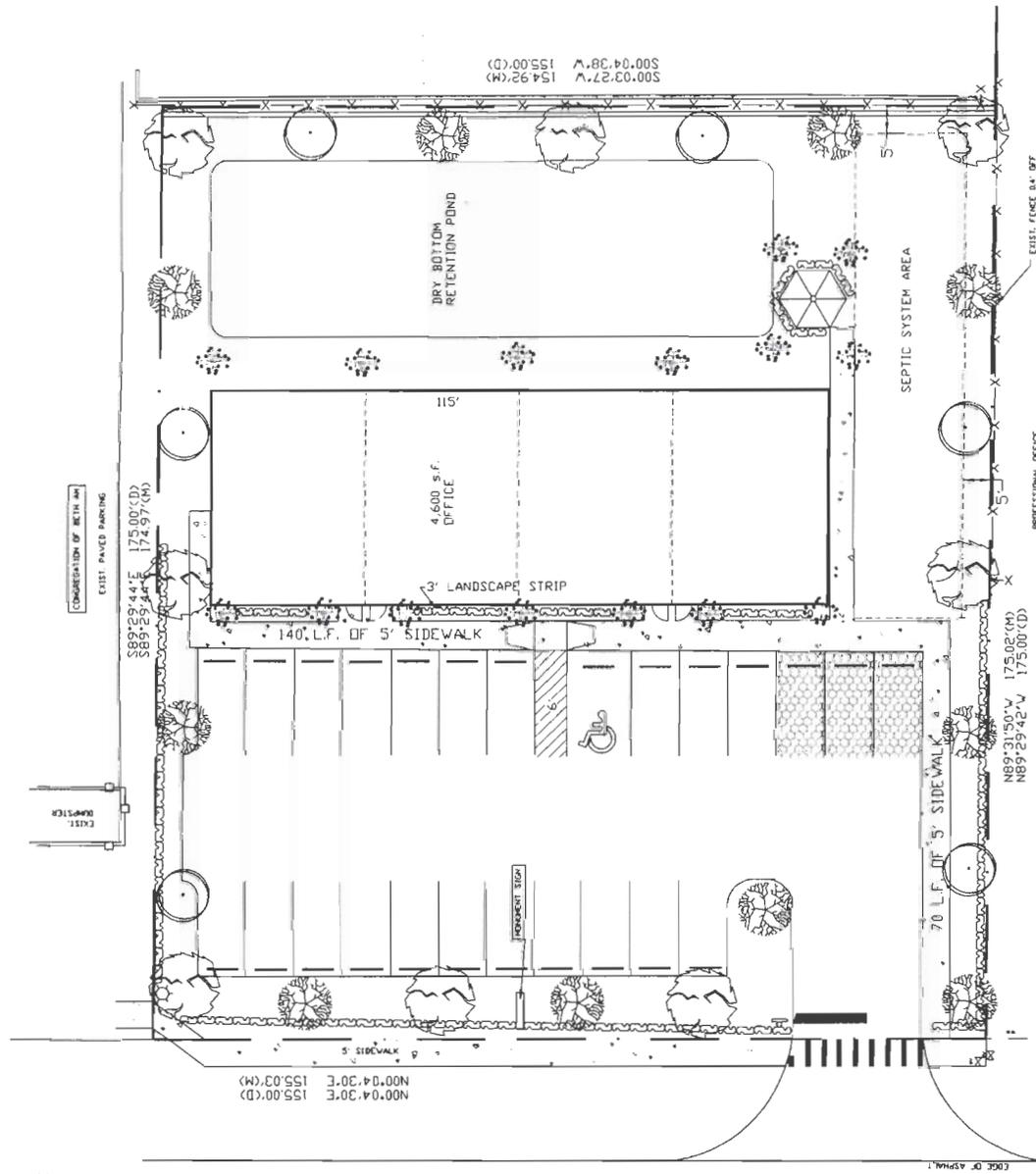


LANDSCAPING GENERAL NOTES:

- ALL LANDSCAPE AREAS TO BE COVERED W/ AN AUTOMATIC SPRINKLER SYSTEM.
- ALL LANDSCAPED AREAS TO BE SOOLED (5' AROUND) AND MULCHED (2" MIN).
- NO TREES LEFT ON SITE.
- ALL PROPOSED PLANTS WILL BE FLORIDA P. GRADE OR BETTER, ACCORDING TO THE SOLOID SEC. 30.1228 (1).
- ALL DISTURBED AREAS W/ 5" DIA. 6" D.P. SHALL BE SOOLED.
- EXISTING STUMP MATERIAL DOES NOT MEET MIN. CODE REQUIREMENT. STUMPS SHALL BE REMOVED AND THE AREAS SOOLED.
- IF THE EXISTING LANDSCAPING DOES NOT MEET CODE REQUIREMENT AT THE TIME OF THE FINAL INSPECTION, SUPPLEMENTARY WILL BE REQUIRED PRIOR TO C. OF C.
- ALL TREES SHALL BE PLANTED WITHIN 14 DAYS OF THE DATE OF THE PERMIT.
- NO TREES W/ A TRUNK DIAM. GREATER THAN 4" AT MATURITY OR SHRUBS GREATER THAN 2.5' SHALL BE PLANTED WITHIN THE COVERED WALKWAY LINE.
- ALL TREES SHALL BE PLANTED WITHIN THE COVERED WALKWAY LINE. ALL TREES SHALL BE THINNED UP TO A HEIGHT OF 8' AT THE END OF THE 14 DAY PERIOD. ALL TREES SHALL BE THINNED UP TO A HEIGHT OF 8' AT THE END OF THE 14 DAY PERIOD.
- ALL TREES SHALL BE THINNED UP TO A HEIGHT OF 8' AT THE END OF THE 14 DAY PERIOD.
- ALL TREES SHALL BE THINNED UP TO A HEIGHT OF 8' AT THE END OF THE 14 DAY PERIOD.
- ALL LANDSCAPING SHALL BE INSTALLED WITHIN 90 DAYS OF THE PERMIT DATE.

LANDSCAPE LEGEND:

- (145) WETSPRING HEAD (30" HGT. PLANTED AT 30' O/C)
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Professional Office
 17500 N.W. 17th Ave., Suite 100
 Fort Lauderdale, FL 33304
 Tel: (954) 578-7700
 Fax: (954) 578-7701
 www.americancivil.com

AN ORDINANCE FURTHER AMENDING ORDINANCE NUMBER 91-13, AS PREVIOUSLY AMENDED, KNOWN AS THE SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP OF THE SEMINOLE COUNTY COMPREHENSIVE PLAN BY VIRTUE OF SMALL SCALE DEVELOPMENT AMENDMENT (LEGAL DESCRIPTION IS SET FORTH AS AN APPENDIX TO THIS ORDINANCE); CHANGING THE FUTURE LAND USE DESIGNATION ASSIGNED TO CERTAIN PROPERTY FROM PLANNED DEVELOPMENT TO PLANNED DEVELOPMENT; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM THE SEMINOLE COUNTY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County enacted Ordinance Number 91-13 which adopted the 1991 Seminole County Comprehensive Plan (“the Plan”), which Plan has been subsequently amended from time-to-time and in accordance with State law; and

WHEREAS, the Board of County commissioners has followed the procedures set forth in Sections 163.3184 and 163.3187, Florida Statutes, in order to further amend certain provisions of the Plan as set forth herein relating to a Small Scale Development Amendment; and

WHEREAS, the Board of County Commissioners has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Seminole County Local Planning Agency held a Public Hearing, with all required public notice, on March 5, 2008, for the purpose of providing recommendations to the Board of County Commissioners with regard to the Plan amendment set forth herein; and

WHEREAS, the Board of County Commissioners held a Public Hearing on April 22, 2008, with all required public notice for the purpose of hearing and considering the recommendations and comments of the general public, the Local Planning Agency, other public agencies, and other jurisdictions prior to final action on the Plan amendment set forth herein; and

WHEREAS, the Board of County Commissioners hereby finds that the Plan, as amended by this Ordinance, is internally consistent, is consistent and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes, the State Comprehensive Plan, and the Comprehensive Regional Policy Plan of the East Central Florida Regional Planning Council.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. RECITALS/LEGISLATIVE FINDINGS:

- (a) The above recitals are true and correct and form and include legislative findings which are a material part of this Ordinance.
- (b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. AMENDMENT TO COUNTY COMPREHENSIVE PLAN FUTURE
LAND USE DESIGNATION:

(a) The Future Land Use Element's Future Land Use Map as set forth in Ordinance Number 91-13, as previously amended, is hereby further amended by amending the future land use designation assigned to the following property and which is depicted on the Future Land Use Map and further described in the attached Appendix "A" to this Ordinance:

(b) The associated rezoning request was completed by means of Ordinance Number 08-_____.

(c) The development of the property is subject to the development intensities and standards permitted by the overlay Conservation land use designation, Code requirements and other requirements of law.

Section 3. SEVERABILITY:

If any provision of this Ordinance or the application to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 4. EXCLUSION FROM COUNTY CODE/CODIFICATION:

(a) It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall not be codified into the Seminole County Code, but that the

Code Codifier shall have liberal authority to codify this Ordinance as a separate document or as part of the Land Development Code of Seminole County in accordance with prior directions given to said Code Codifier.

(b) The Code Codifier is hereby granted broad and liberal authority to codify and edit the provisions of the Seminole County Comprehensive Plan, as amended.

Section 5. EFFECTIVE DATE:

(a) A certified copy of this Ordinance shall be provided to the Florida Department of State and the Florida Department of Community Affairs by the Clerk of the Board of County Commissioners in accordance with Section 125.66 and 163.3187, Florida Statutes.

(b) This ordinance shall take effect upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners; provided, however, that the effective date of the plan amendment set forth herein shall be thirty-one (31) days after the date of adoption by the Board of County Commissioners or, if challenged within thirty (30) days of adoption, when a final order is issued by the Florida Department of Community Affairs or the Administration Commission determining that the amendment is in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders, development permits, or land use dependent on an amendment may be issued or commence before an amendment has become effective. If a final order of noncompliance is issued by the Administration Commission, the affected amendment may nevertheless be made effective by

ORDINANCE NO.

SEMINOLE COUNTY, FLORIDA

Z2007-45

the Board of County Commissioners adopting a resolution affirming its effective status, a copy of which resolution shall be provided to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100 by the Clerk of the Board of County Commissioners.

ENACTED this 22nd day of April, 2008.

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

By: _____
Brenda Carey
Chairman

APPENDIX A
Legal Description

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED NORTH 00 DEGREES 04'38" EAST, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; FROM SAID POINT OF REFERENCE RUN SOUTH 00 DEGREES 04'30 WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1350.14 FEET; THENCE RUN SOUTH 89 DEGREES 20'33" EAST 33.00 FEET TO THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD AND THE EAST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD; THENCE SOUTH 00 DEGREES 04'38" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD, A DISTANCE OF 327.21 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 29'42" EAST A DISTANCE OF 175.00 FEET; THENCE SOUTH 00 DEGREES 04'38" WEST A DISTANCE OF 155.00 FEET; THENCE NORTH 89 DEGREES 29'42" WEST A DISTANCE OF 175.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD; THENCE NORTH 00 DEGREES 04'38" EAST A DISTANCE OF 155.00 FEET TO THE POINT OF BEGINNING.

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE PUD (PLANNED UNIT DEVELOPMENT) THE PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR 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 "Line Drive Professional Office Future Land Use Amendment and Rezone."

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from PUD (Planned Unit Development) to PUD (Planned Unit Development):

SEE ATTACHED EXHIBIT A

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this

Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon filing a copy of this Ordinance with the Department and recording of Development Order 07-20500003.

ENACTED this 22nd day of April 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Brenda Carey
Chairman

EXHIBIT A
LEGAL DESCRIPTION

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED NORTH 00 DEGREES 04'38" EAST, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; FROM SAID POINT OF REFERENCE RUN SOUTH 00 DEGREES 04'30 WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1350.14 FEET; THENCE RUN SOUTH 89 DEGREES 20'33" EAST 33.00 FEET TO THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD AND THE EAST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD; THENCE SOUTH 00 DEGREES 04'38" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD, A DISTANCE OF 327.21 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 29'42" EAST A DISTANCE OF 175.00 FEET; THENCE SOUTH 00 DEGREES 04'38" WEST A DISTANCE OF 155.00 FEET; THENCE NORTH 89 DEGREES 29'42" WEST A DISTANCE OF 175.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD; THENCE NORTH 00 DEGREES 04'38" EAST A DISTANCE OF 155.00 FEET TO THE POINT OF BEGINNING.

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On April 22, 2008, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

FINDINGS OF FACT

Property Owner: Huned Botee
PO BOX 162905
Altamonte Springs, Fl 32716

Project Name: Line Drive Professional Office

Requested Development Approval:

Small Scale Future Land Use Amendment from Planned Development (PD) to Planned Development (PD) and rezone from PUD (Planned Unit Development) PUD (Planned Unit Development)

The Board of County Commissioners has determined that the request for a Small Scale Future Land Use Amendment from Planned Development (PD) to Planned Development (PD) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Line Drive Professional Office Small Scale Future Land Use Amendment from Planned Development (PD) to Planned Development (PD); and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development)" and all evidence submitted at the public hearing on April 22, 2008, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested development approval should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is DENIED.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Brenda Carey
Chairman

EXHIBIT A

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED NORTH 00 DEGREES 04'38" EAST, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; FROM SAID POINT OF REFERENCE RUN SOUTH 00 DEGREES 04'30" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 1350.14 FEET; THENCE RUN SOUTH 89 DEGREES 20'33" EAST 33.00 FEET TO THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD AND THE EAST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD; THENCE SOUTH 00 DEGREES 04'38" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD, A DISTANCE OF 327.21 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 29'42" EAST A DISTANCE OF 175.00 FEET; THENCE SOUTH 00 DEGREES 04'38" WEST A DISTANCE OF 155.00 FEET; THENCE NORTH 89 DEGREES 29'42" WEST A DISTANCE OF 175.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD; THENCE NORTH 00 DEGREES 04'38" EAST A DISTANCE OF 155.00 FEET TO THE POINT OF BEGINNING.

**MINUTES FOR THE
SEMINOLE COUNTY LAND PLANNING AGENCY/
PLANNING AND ZONING COMMISSION**

WEDNESDAY, MARCH 5, 2008

Members present: Matthew Brown, Ben Tucker, Melanie Chase, Dudley Bates, Walt Eismann, Kim Day and Rob Wolf.

Also present: Alison Stettner, Planning Manager; Ian Sikonia, Senior Planner; Austin Watkins, Senior Planner; Larry Poliner, Development Review Manager; Kathy Furey – Tran, Assistant County Attorney; and Connie DeVasto, Office Supervisor

Line Drive Professional Office; Jack Reynolds/ American Civil Engineering, applicant; 0.62± acres; Small Scale Land Use Amendment from Planned Development (PD) to Planned Development (PD) and Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development); located 300 feet south of the intersection of Sand Lake Road and Line Drive. (Z2007-45)

Commissioner Van Der Weide - District 3
Ian Sikonia, Senior Planner

Ian Sikonia stated that staff recommends approval of this request.

Jack Reynolds was present on behalf of the owner. He gave a brief history of this property and the problems the owner has had in the past.

Mr. Reynolds advised that he agrees with conditions listed in the Development Order and the staff report.

No one spoke in favor of this request.

Dan Williams, President of Congregation Beth Am, stated that they have a problem with the septic draining into their pond. Mr. Williams also stated that they can only access their property via Line Drive.

Larry Poliner stated that he has reviewed this project and the septic will not leach into the pond. However, Development Review has not looked at the access issue.

Commissioner Tucker asked Mr. Poliner if he knows if this area is the old Hopkins Egg Plant?

Mr. Poliner stated that he did not know.

Commissioner Tucker asked if sharing the driveway/roadway was an option.

Mr. Poliner stated that Development Review has not looked into this option either.

General discussion was had regarding this property and the uses for this property.

Commissioner Tucker asked about commercial development going south down Line Drive.

Mr. Poliner stated that this would be cost prohibitive.

General discussion was had regarding potential growth in this area.

Commissioner Tucker asked if this was part of the Wekiva Basin.

Alison Stettner indicated that it was part of the Wekiva Basin.

Commissioner Wolf asked for clarification regarding the previous issues with this property.

Commissioner Brown stated that it was basically cost prohibitive for them to move on with the original project.

Commissioner Brown then asked if Line Drive was in Seminole County or Orange County.

Austin Watkins advised that it was half and half.

**Commissioner Eismann made the motion to approve.
Commissioner Day seconded the motion.**

Commissioner Eismann stated that he did not want the property owner to be “handcuffed” regarding how he can build on his property.

The motion passed 7-0.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Legislative Update

DEPARTMENT: County Manager Office

DIVISION:

AUTHORIZED BY: Cindy Coto

CONTACT: Sabrina O'Bryan

EXT: 7224

MOTION/RECOMMENDATION:

Update on legislative activities.

County-wide

Sabrina O'Bryan

BACKGROUND:

Update on legislative activities.

Additionally Reviewed By: No additional reviews
