

**SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, APRIL 24, 2007
COUNTY SERVICES BUILDING
BCC CHAMBERS – ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA**

Convene BCC Meeting at 9:30 A.M.

Opening Ceremonies

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

Awards and Presentations

1. **Resolution** – Proclaiming May 3, 2007 as “Seminole County Farm Tour Day”.
2. **Resolution** – Proclaiming the week of April 16 – 20 as “Occupational Health Nursing Week”.
3. **Resolution** – Proclaiming the week of April 22 – 28, 2007 as “National County Government Week in Seminole County”.
4. **Resolution** – Recognizing PMH Resources for its accomplishments and appreciation for its contributions to the economic well being of Seminole County.
5. **Resolution** – Proclaiming April 26, 2007 as “Seminole County Volunteer Appreciation Day”.
6. **Resolution** – Recognizing Larry Dale on behalf of the citizens of Seminole County, Florida for his dedication to community service.

Consent Agenda

- **County Manager’s Consent Agenda (Items No. 7 - 21)**

Administrative Services

Purchasing & Contracts

7. Approve ranking list and authorize rate negotiations for PS-1681-06/BLH

– Construction and Engineering Inspection Services (CEI) for Wekiva Springs Road from County Line to Fox Valley to Bermello Ajamil & Partners, Inc. of Orlando, FL for the construction of the Wekiva Springs Roadway improvements, pedestrian bridges and sidewalks (Not-to-Exceed \$300,000.00). (Ray Hooper)

Support Services

8. Approve and authorize the Chairman to execute lease agreement for Probation Satellite Office located at 134 Wilshire Boulevard, Casselberry between Wilshire Plaza, LLC and Seminole County. (Meloney Lung)

Community Services

Community Assistance

9. 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)

Fiscal Services

Administration

10. Approve and authorize the Chairman to execute the Revised Exhibit I to the Emergency Management Preparedness and Assistance (EMPA) Base Grant Agreement, formalizing acceptance of an additional \$40,300 from the U.S. Department of Homeland Security to assist local governments in enhancing Emergency Management program operations. Seminole County's allocation is increasing by \$40,340, raising the total grant award for FY 2006/07 to \$143,299. (Jennifer Bero)
11. Approval to submit a grant application to the Florida Fish and Wildlife Conservation Commission for the Florida Boating Improvement Grant Program to provide funding for serving the needs of recreational boating and boating-related activities; approve and authorize the Chairman to execute a coordinating Resolution; and authorize County Manager to execute other supporting documentation. The proposed application requests \$37,500 with a 75% (equal to \$112,500) match requirement. (Lake Jesup Park) (Jennifer Bero)
12. Approval to submit a grant application to the Department of Homeland Security for the Assistance to the Firefighters Grant Program to help acquire needed equipment and services; and authorize the County Manager to execute other supporting documentation. The proposed application requests \$500,000 with a 20% match required. (Jennifer Bero)

13. Approval to submit a grant application to the Florida Communities Trust (FCT) for the Florida Forever Grant Program to provide funding for the purchase of land for community-based parks that enhance opportunities for outdoor recreation; and authorize the County Manager to execute supporting documentation. The proposed application requests approximately \$585,000 with a 55% match. (Jetta Point Park) (Jennifer Bero)

Budget

14. Approve and authorize the Chairman to execute Budget Amendment Resolution #07-54 in the amount of \$35,000 from the 2001 Infrastructure Sales Tax Fund to provide design funding for the Oviedo County Road 419 at Reed Avenue sidewalk project – Public Works. (Lin Polk)
15. Approve and authorize the Chairman to execute Budget Amendment Resolution #07-55 in the amount of \$75,000 from the Transportation Trust Fund to appropriate funds in conjunction with the County Incentive Grant Program Agreement with the Florida Department of Transportation (FDOT) / Supplemental Amendment Number (“SANS”) 2. Funds are being reimbursed to the County to be used for post design services for the State Road 434 six-laning project, from Maitland Boulevard to State Road 436 – Public Works. (Lin Polk)
16. Approve and authorize the Chairman to execute Budget Change Resolution #07-12 in the amount of \$295,223 from the Fire Protection Fund, which are additional funds necessary to complete the Fire Station 27 Expansion project – Public Safety. (Lin Polk)

Planning & Development

Development Review

17. Authorize the release of the Walgreen’s at SR 46A and International Parkway Maintenance Agreement and Letter of Credit #3042 in the amount of \$1,208.50 (CNL Bank) for road improvements. District 5 – Carey (Kelly Brock)
18. Approve and authorize the Chairman to execute the final plat for Banyan Pointe Subdivision located south of West Lake Mary Boulevard and west of Longwood Lake Mary Road on 9.34 acres. District 4 – Henley (Brian Walker)
19. Approve and authorize the Chairman to execute the final plat for Bella Vista Subdivision located east of Sandy Lane on the south side of Sand Lake Road. District 3 – Van Der Weide (Brian Walker)

Public Safety

20. Approve and authorize the Chairman to execute Modification #1 of the Shelter Retrofit Agreement between the State of Florida, Department of Community Affairs, and Seminole County for an extension from June 30, 2007 to August 15, 2007. (Steve Watts)

Public Works

Engineering

21. Adopt a resolution and authorize the Chairman to execute the County Incentive Grant Program Agreement Supplemental Amendment Number 2 for the State Road 434 Project (Maitland Boulevard to State Road 46). District 3 – Van Der Weide (Jerry McCollum)

• **County Attorney's Consent Agenda (Items No. 22 – 25)**

Litigation

22. **Brown/Hattaway Property** – Approve proposed negotiated settlement relating to Parcel NO. 109 on the Cross Seminole Trail Phase III project (from Longwood-Lake Mary Road to Big Tree Park). The proposed settlement is at the total sum of \$20,756.00 inclusive of all compensation to the owner, attorney fees and costs. District 4 – Henley
Judge Gulluzzo

Property Acquisition

23. **JZ Riders, Inc. Property** – Approve and execute purchase agreement relating to Parcel Numbers 148/748 of the County Road 15 (Monroe Road) improvement project, located at 450 Monroe Road, Sanford, Florida, for \$80,000.00, with no fees or expenses incurred by the property owner. District 5 - Carey
24. **Adopt Third Amended Resolution of Necessity** – Relating to County Road 15 road improvement project. The project extends from S.R. 46 to Orange Boulevard (1.15 miles) District 5 - Carey
25. **Von Companies, Inc. Property** – Approve and execute purchase agreement relating to Parcel Numbers 118/718 of the County Road 15 (Monroe Road) improvement project, located at 451 Monroe Road, Sanford, Florida for \$220,000.00, with no fees or expenses incurred by the property owner.

• **Constitutional Officers Consent Agenda (Items No. 26 - 27)**

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

26. Expenditure Approval Lists dated March 26 & April 2, 2007; and Payroll Approval Lists dated March 22 & April 5, 2007; BCC Official Minutes dated March 27, 2007; Clerk's "Received and Filed" – for information only.

Sheriff's Office (Don Eslinger, Sheriff)

27. **Law Enforcement Trust Fund Expenditure** – Approval by the Board of County Commissioners to expend \$5,000 from the Law Enforcement Trust Fund to provide funding to Envision Seminole. (Penny Fleming)

Regular Agenda

28. **First Amendment to the Seminole County/City of Oviedo Joint Planning Agreement** – Staff recommends that the Board approve the First Amendment to the Seminole County/City of Oviedo Joint Planning Agreement and authorize Chairman to execute the amended Agreement. District 1 – Bob Dallari and District 2 – Michael McLean (Tina Williamson)
29. **Regional Commission on Homelessness Appointments** – Accept invitation to participate in the Central Florida Regional Commission on Homelessness (CFRCH); authorize each Commissioner to appoint one (1) member to the CFRCH and designate Dr. David Medley, Seminole County Community Services Director, as the sixth member for the Seminole County delegation. (David Medley)

County Manager's Briefing

30. **Emergency Warning Systems Update** – Direct staff regarding implementation measures relating to cost and implementation timeline for the components of the emergency warning system that were presented to the Board on April 10, 2007. (Steve Watts/Alan Harris)

County Attorney's 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 Proofs of Publication**
- **Chairman's statement of Public Hearing Rules and Procedures**

Public Hearings

31. **Rezone** – 4.76 +/- acres located on the south side of Sand Lake Road, 500 feet west of the intersection of Sand Lake Road and Sandy Lane from A-1 (Agriculture) and R-1AAA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling) (Robert Dietz). District 3 – Van Der Weide (Ian Sikonia)
32. **SHIP Local Housing Assistance Plan** – Enact proposed Ordinance, adopt Resolution relating to affordable housing, and approve the three (3) year SHIP Local Housing Assistance Plan (LHAP) for Fiscal Years 2007/2008 through 2009/2010 and request authorization to submit the proposed LHAP to the Florida Housing Finance Corporation for approval. (Alice Gilmartin)
33. **Vacate and Abandon** – A portion of the unimproved public right-of-way known as Center Street as shown on Hi-Alta, Little Acres, Block E and E and as shown on Bear Lake Heights Block C consisting of 0.549 +/- acres to increase lot sizes (Larry E. and Ilene Glynn, Douglas M. and Brenda K. Campbell, Kevin J. and Lillian J. Coleman, Brian C. and Cheryl G. Hammerly, James E. Chambers, and Randolph L. and Teresa A. Coomes). District 3 – Van Der Weide (Alan Willis)
34. **Vacate and Abandon** – A 20 foot platted drainage and utility easement on lots 1 and 2; and a 20 foot platted drainage and utility easement on lots 2 and 3 located at 3105 Legacy View Cove, Longwood Florida, further described as lots 1, 2, and 3, Alaqua Lakes Phase 8 to accommodate a single family residence (Robert G. and Diane M. Dello Russo). District 5 – Carey (Alan Willis)

Legislative Update

35. This is an update to the Board on legislative activities. (April Boswell)

Chairman's Report

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

Committee Reports

County Manager's Report

Items for future Agenda – Commission, Staff, or Citizens

Adjourn BCC Meeting

BCC Agenda

April 24, 2007

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

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

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 24th DAY OF APRIL A.D. 2007

WHEREAS, since our earliest days as a nation, farmers have tilled the soil of this great land, feeding their families, other citizens, and people around the world. Over the years, our economy has changed, but the American agricultural community remains a vital thread in the fabric of our lives and provides an economic value of \$42,300,000 a year to the economy of Seminole County; and

WHEREAS, our nation was founded on values of hard work, faith, family and community, those values still hold true today for our agricultural community. By providing an abundant supply of safe, high quality food and fiber, as well as plants for our homes and landscapes, our agricultural community contributes to a quality of life in our country that is unmatched around the world; and

WHEREAS, people in the agricultural community do not work alone. Farm workers, processors, shippers, truck drivers, inspectors, retailers and consumers all play an important role in the incredible productivity of our nations farms and ranches; and

WHEREAS, the vital farm city partnerships that have developed over the years have done much to improve the quality of our lives. Rural and urban communities work together to improve the quality of life for the citizens of Seminole County, contributing to its natural and recreational resources and to the health and well being of our people.

NOW, THEREFORE, BE IT PROCLAIMED, that we, the Seminole County Board of County Commissioners do hereby declare May 3rd as

“Seminole County Farm Tour Day”

ADOPTED this 24th day of April 2007.

ATTEST:

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

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

R E S O L U T I O N

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE
REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON
THE 24th DAY OF APRIL, 2007**

WHEREAS, every year many Florida citizens die from job-related injuries and many more suffer occupational injuries or illnesses; and

WHEREAS, every day, the workforce of Seminole County goes to and returns home from work healthy and safe, due in part, to the efforts of occupational health nurses who work day in and day out identifying hazards and implementing health and safety advances in all industries and at all workplaces; and

WHEREAS, the purpose of Occupational Health Nursing week is to increase the understanding of the benefits of investing in occupational health and wellness programs, to demonstrate the positive impact effective health and wellness programs in the workplace have on the economy and business, to raise awareness of the role and contribution of occupational health nurses, and to reduce workplace injuries and illnesses by increasing awareness and implementation of health and wellness programs; and

WHEREAS, during the week of April 16-20, 2007, members of the Central Florida Association of Occupational Health Nurses (CFAOHN) will work to raise employers', employees' and the public's understanding of the importance of occupational safety, health and the environment in everyone's lives.

NOW, THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Seminole County, Florida, does hereby designate the week of April 16-20, 2007 as "Occupational Health Nursing Week"; and commend occupational health nurses for their ongoing commitment to protecting people, property, and the environment; and encourage all industries, organizations, community leaders, employers, and employees to support educational activities aimed at increasing awareness of the importance of promoting health and wellness in the work place April 16-20 and throughout the year.

ADOPTED, this 24th day of April, AD, 2007.

ATTEST:

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

Carlton D. Henley
Chairman
Board of County Commissioners

Resolution No. 2007-R _____

RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED AT
THE REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA
ON THE 24TH DAY OF APRIL, 2007, A.D.**

WHEREAS, Seminole County Government provides a variety of essential public services to more than 420,000 citizens; and

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

WHEREAS, Seminole County Government supports the protection of valuable environmental resources, and wishes to raise public awareness and understanding about the roles and responsibilities of the nation's counties to meet the needs of the community.

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

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby proclaims the week of April 22-28, 2007 as:

**National County Government Week
in Seminole County
"Protecting the Environment"**

ADOPTED this 24th day of April, 2007, A.D.

ATTEST:

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

Carlton D. Henley, Chairman
Board of County Commissioners

R E S O L U T I O N

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 24th DAY OF APRIL, 2007, AD.

WHEREAS, Seminole County supports small business development and the Seminole Technology Business Incubation Center; and

WHEREAS, PMH Resources was co-founded in 2003 by Grant Derner and David Bandelin and is a technical recruiting company that provides contract staffing and professional search solutions for companies in the engineering, IT, scientific, multimedia and defense industries; and

WHEREAS, PMH Resources became a client, and soon after, a tenant of the Seminole Technology Business Incubation Center in May of 2004 and has experienced tremendous growth over the past three years. In its most recent fiscal year they had combined total revenues of \$4,200,000, employed 87 people and combined salaries and wages of \$3,150,000; and

WHEREAS, PMH currently services multiple clients in over 14 different U.S. states on a variety of technology projects for both commercial and Department of Defense applications. The company maintains an active *Secret Clearance* status and their operations within the incubator have received a *Department of Defense Facility Clearance* within the facility; and

WHEREAS, on April 3, 2007, at the National Business Incubation Associations 21st International Conference on Business Incubation, PMH Resources received the 2007 Outstanding Incubator Client award in the manufacturing and service category. The National Business Incubator Association is the world's leading organization advancing business incubation and entrepreneurship. Each year, the NBIA Incubation Awards honor the business incubation programs, graduates and client companies that exemplify the best of the industry.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Seminole County, Florida, join with the citizens of Seminole County and the business community in recognition of PMH Resources for its accomplishments and appreciation for its contributions to the economic well being of our area.

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

ADOPTED, this 24th day of APRIL, 2007, A.D.

* * * * *

ATTEST:

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

Carlton D. Henley, Chairman
Board of County Commissioners

RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED
BY THE BOARD OF COUNTY COMMISSIONERS OF
SEMINOLE COUNTY, FLORIDA ON
THE 24th DAY OF APRIL, A.D., 2007.**

WHEREAS, Volunteer Appreciation Day is a time to recognize the hundreds of volunteers who every year unselfishly donate their time, talents and expertise to Seminole County in addressing community and social needs, thereby saving the County many thousands of dollars annually; and

WHEREAS, volunteers enhance the ability of county officials to provide countless services in a cost-effective manner and provide quality service and help to others, through boards and committees, in activities which protect our environment and natural resources, in libraries and other county facilities, with youth, in neighborhood groups; and

WHEREAS, volunteers promote professional skills and education, resulting in the overall improvement of the quality of life for all citizens in Seminole County; and

WHEREAS, volunteers deserve to be acknowledged for their accomplishments and praised for their dedication and faithful service on behalf of the residents of Seminole County.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby commends all persons who volunteer their efforts toward the betterment of the citizens of Seminole County, Florida and for a job well done, and that this Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court in and for the County of Seminole.

BE IT FURTHER RESOLVED that the Board of County Commissioners of Seminole County hereby proclaims April 26, 2007 as

**SEMINOLE COUNTY VOLUNTEER
APPRECIATION DAY**

BE IT FURTHER RESOLVED that the Board of County Commissioners of Seminole County, Florida encourages its citizens to continue to show their spirit of volunteerism in our community.

ADOPTED, this 24th day of April, A.D. 2007.

ATTEST:

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

Carlton D. Henley, Chairman
Board of County Commissioners

RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED
AT THE REGULAR MEETING OF THE BOARD OF
COUNTY COMMISSIONERS OF SEMINOLE
COUNTY, FLORIDA, ON THE 24TH DAY OF
APRIL, A.D., 2007**

WHEREAS, LARRY DALE, has been a Florida resident since junior high school, spending time in Alaska and Wyoming after graduating from the University of Central Florida before returning to Central Florida; and

WHEREAS, LARRY DALE has worked in real estate, construction and development; is a licensed private pilot, a certified law enforcement officer and was the assistant fire chief for the Lake Mary Voluntary Fire Department; and

WHEREAS, LARRY DALE has served on various civic organizations including the President of the Private Business Association of Seminole, as a member of the Central Florida Council of Boy Scouts of America and is an active member of the Westview Baptist Church; and

WHEREAS, LARRY DALE served as the Mayor of the City of Sanford, a Commissioner of the first Planning and Zoning Division for the City of Lake Mary, Chairman of the Board of Trustees of Seminole Community College, and numerous other advisory boards and committees; and

WHEREAS, LARRY DALE is currently the President/CEO of the Orlando-Sanford International Airport overseeing all operations and law enforcement at the Airport; and

WHEREAS, LARRY DALE has been recognized by his peers for his outstanding achievements as winner of the **2007 Success in Seminole Magazine Success Award**; and

WHEREAS, the Board of County Commissioners wishes to express its appreciation on behalf of the citizens of Seminole County, Florida to LARRY DALE for his dedication to community service.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida that this Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court in and for the County of Seminole and that this Resolution be presented to LARRY DALE in recognition of his service to the residents of Seminole County.

ADOPTED, this 24th day of April, A.D., 2007.

ATTEST:

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

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

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Professional Services - PS-1681-06/BLH

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY:

CONTACT: Bob Hunter

EXT:

MOTION/RECOMMENDATION:

Approve ranking list, authorize rate negotiations for PS-1681-06/BLH - Construction and Engineering Inspection (CEI) Services for Wekiva Springs Road from County Line to Fox Valley to Bermello Ajamil & Partners, Inc. of Orlando, FL (Not To Exceed \$300,000.00). (Ray Hooper)

County-wide

BACKGROUND:

PS-1681-06/BLH will provide Construction and Engineering Inspection (CEI) Services for the construction of the Wekiva Springs Roadway improvements, pedestrian bridges and sidewalks.

This project was publicly advertised and the County received eight (8) submittals (listed alphabetically):

AB/PSM Joint Venture; Bermello Ajamil & Partners, Inc.; Civil Consulting & Construction Services, LLC; Dick Corporation; GAI Consultants, Inc.; JEA Construction Engineering Services, Inc.; Spectra Engineering & Research, Inc.; URS Construction Services, Inc.

The Evaluation Committee which consisted of Antoine Khoury, Program Manager, Public Works; Jerry McCollum, County Engineer, Public Works; Brett Blackadar, Principal Engineer, Public Works; William Glennon, Principal Engineer, Public Works; and Steve Douglas, Senior Engineer, Public Works evaluated the submittals and agreed to interview four (4) firms.

The Evaluation Committee interviewed these firms giving consideration to the following criteria: Qualifications and Experience; Project Approach; Ability to Perform.

The Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate an Agreement with the top ranked firm, Bermello Ajamil & Partners, Inc., in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA):

Bermello Ajamil & Partners, Inc.

JEA Construction Engineering Services, Inc.

GAI Consultants, Inc.

AB/PSM Joint Venture

STAFF RECOMMENDATION:

Public Works/Engineering and Administrative Services/Purchasing and Contracts Division recommend the Board to approve the ranking list, and authorize staff to negotiate with Bermello Ajamil & Partners, Inc., the top ranked firm.

ATTACHMENTS:

1. PS-1681-06 Agenda Backup

Additionally Reviewed By:

County Attorney Review (Ann Colby)

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

PS NUMBER: PS-1681-06/BLH

**PS TITLE: Construction and Engineering Inspection (CEI)
Services For Wekiva Springs Road from County
Line to Fox Valley**

DATE: February 14, 2007 TIME: 2:00 P.M.

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

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
AB/PSM Joint Venture 8529 South Park Circle, Suite 250 Orlando, FL 32819 David Simmons, Senior Vice President (407) 226-7085 PH (407) 226-7086 FX	Bermello Ajamil & Partners, Inc. 315 E. Robinson Street, Suite 570 Orlando, FL 32801 Tony Melton, P.E., Director of Transportation Central FL (407) 210-6620 PH (407) 650-0455 FX	Civil Consulting & Construction Services, LLC 239 Maison Court Altamonte Springs, FL 32714 Robert P. Rudd, Principal/Chief Engineer (407) 461-1564 PH (407) 772-0355 FX	Dick Corporation 375 Douglas Avenue, Suite 2002 Altamonte Springs, FL 32714 Daniel P. Sokol, Regional Director (904) 363-0911 x224 PH (904) 363-1421 FX
RESPONSE -5-	RESPONSE -6-	RESPONSE -7-	RESPONSE -8-
GAI Consultants, Inc. 618 East South Street Orlando, FL 32801 Richard A. Cima, P.E., Vice President (407) 423-8398 PH (407) 843-1070 FX	JEA Construction Engineering Services, Inc. 1685 Lee Rd, Suite 250 Winter Park, FL 32789 Kathy J. Caldwell, P.E., President (407) 647-1001 PH (407) 647-8080 FX	Spectra Engineering & Research, Inc. 1035 S. Semoran Blvd, Suite 1031 Winter Park, FL 32792 Melanie M. Wright, Corporate Marketing Director (407) 681-1430 PH (407) 681-1429 FX	URS Construction Services, Inc. 7650 W. Courtney Campbell Causeway Tampa, FL 33607-1462 William H. McDaniel, Jr., P.E., Vice President (813) 286-1711 PH (813) 287-8591 FX

Tabulated by B. Hunter– Posted February 14, 2007 (4:00 P.M. Eastern)

Evaluation Committee Meeting:

March 7, 2007 at 1:00 PM Eastern

(Posted February 15, 2007 at 10:15 AM Eastern)

Lake Jessup Conference Room, 520 W. Lake Mary Blvd, Sanford, Florida 32773

The committee agreed to short-list the following four (4) firms:

AB/PSM Joint Venture

Bermello Ajamil & Partners, Inc.

GAI Consultants, Inc.

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

PS NUMBER: PS-1681-06/BLH

**PS TITLE: Construction and Engineering Inspection (CEI)
Services For Wekiva Springs Road from County
Line to Fox Valley**

DATE: February 14, 2007 TIME: 2:00 P.M.

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

Presentations/Interviews:

(Posted by B. Hunter 3/8/07, 9:45 AM Eastern)

March 22, 2007 at 10:00 AM Eastern

**Lake Jessup Conference Room, 520 W. Lake Mary Blvd
Sanford, Florida 32773**

AB/PSM Joint Venture	10:00 - 10:25 am
Bermello Ajamil & Partners, Inc.	10:30 - 10:55 am
GAI Consultants, Inc.	11:00 - 11:25 am
JEA Construction Engineering Services, Inc.	11:30 - 11:55 am

Recommendation:

(Posted by B. Hunter 3/22/07, 4:15 PM Eastern):

Bermello Ajamil & Partners, Inc.

Board of County Commissioners Agenda date:

April 24, 2007

PRESENTATIONS/INTERVIEWS

PS-1681-06/BLH

**Construction and Engineering Inspection (CEI) Services
For Wekiva Springs Road from County Line to Fox Valley**

DATE 3/22/2007 TIME 10:00 AM Eastern

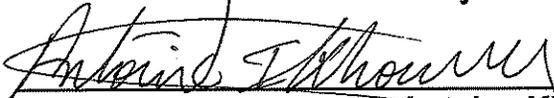
AB/PSM Joint Venture
Bermello Ajamil & Partners, Inc.
GAI Consultants, Inc.
JEA Construction Engineering Services, Inc.

Jerry McCollum	Antoine Khoury	Brett Blackadar	Steve Douglas	Bill Glennon	Total	Ranking
4	4	4	4	2	18	4
1	2	2	1	3	9	1
3	3	3	3	1	13	3
2	1	1	2	4	10	2

We approve the above stated ranking:



Jerry McCollum



Antoine Khoury



Brett Blackadar



Steve Douglas



Bill Glennon

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

SUBMITTAL COMPANY NAME: AB/PSM Joint Venture

QUALIFICATION COMMITTEE MEMBER: Steve Douglas

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

(50) Firm Qualifications;

(5) Other Related Services;

(5) Local Preference.

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points. *Grade*
- Firms located within the state of Florida will receive 2 points.

Type corp. Proj. in area may reduce cost?

Dehad Bros / ped bridge constructibility safety concerns limited space for crane. **Score 40**
(0-60)

Project Approach: (20)

(20) Quality Assurance & Quality Control

Proven success many bridges sites (Knowledge of sp.)
2 yr advance team ahead time.

Score 10
(0-20)

Ability to Perform: (20)

(10) Local knowledge/Projects

(10) Local Staff/Resources

Local ^{very} knowledge of project working around w/in area
7 yr. exp. in work staff with exp. projects / bridge

Score 16
(0-20)

Ranking _____

Total Score (0-100) 60

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

SUBMITTAL COMPANY NAME: Bermello Ajamil & Partners, Inc.

QUALIFICATION COMMITTEE MEMBER: Steve Douglas

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

(50) Firm Qualifications;

(5) Other Related Services;

(5) Local Preference.

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points.
- Firms located within the state of Florida will receive 2 points.

Provide several services. Displayed knowledge regarding this type of project. Adequate ability.
NOT important! Schools in area / Business / Pub
night inspection, Public info.
Score 55
(0-60)

Project Approach: (20)

(20) Quality Assurance & Quality Control

Equipment blazing tight area. Imp haz. sidewalk.
Switz haul route. pay item road. ST Augustin
Prebid conference the discuss project. Phase project approach.
QA/QC manuals.
Matl. handling Dempadding 30,60,90
Score 20
(0-20)

Ability to Perform: (20)

(10) Local knowledge/Projects

(10) Local Staff/Resources

RED BRIDGE ELEC. CONTRACT
with meeting road.
Keep project healthy continuously.
Offices Orlando / resides in Den. Co.
Score 20
(0-20)

Ranking _____

Total Score (0-100) 95

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

SUBMITTAL COMPANY NAME: GAI Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Steve Douglas

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

(50) Firm Qualifications;

(5) Other Related Services;

(5) Local Preference.

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points.
- Firms located within the state of Florida will receive 2 points.

1983 - Present work in area. Allen Project Eng. closed 235 project. positive attitude
Keep project moving.
Business / Churches / Schools.

Score 45
(0-60)

Project Approach: (20)

(20) Quality Assurance & Quality Control

Pay site reports daily. (10 topic handout.) Plan review comments

Cracked areas may need to be addressed cone walk & asphalt
Storage/staging areas.

Score 20
(0-20)

Ability to Perform: (20)

(10) Local knowledge/Projects

(10) Local Staff/Resources

Five new project.
Orlando Sea. Orange Co. STAFF.

Score 10
(0-20)

Ranking _____

Total Score (0-100) 75

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

SUBMITTAL COMPANY NAME: JEA Construction Engineering Services

QUALIFICATION COMMITTEE MEMBER: Steve Douglas

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

(50) Firm Qualifications;

(5) Other Related Services;

(5) Local Preference.

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points.
- Firms located within the state of Florida will receive 2 points.

Limited various similar type projects.

Strong Bridge background. (B&B Project.)
Night work concerns / MOT / urban env.

Score 50
(0-60)

Project Approach: (20)

(20) Quality Assurance & Quality Control

possible Overbuild issues / Involvement from Community. Dist. Rel.
QA-QC Program.

Score 20
(0-20)

Ability to Perform: (20)

(10) Local knowledge/Projects

(10) Local Staff/Resources

Possible drainage issue w/ cone fill.
(Bridge two segments.) Jaytorum area not good.
Close Bridge for a day weekend?
FOOT PROJ SR434 / SR436 three yr. staff working project.
See Hd. office Orlando

Score 20
(0-20)

Ranking _____

Total Score (0-100) 90

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

SUBMITTAL COMPANY NAME: AB/PSM Joint Venture

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

(50) Firm Qualifications;

(5) Other Related Services;

(5) Local Preference.

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points.
- Firms located within the state of Florida will receive 2 points.

Currently doing adjacent Wekiva Springs Rd project. Nodorse is sub. Locally located. Have done other County projects. Answers to questions were not detailed in some cases.

Score 55
(0-60)

Project Approach: (20)

(20) Quality Assurance & Quality Control

Will save money by cost sharing w/adjacent Wekiva Springs project. Good pre bridge discussion. Good MOT analysis. Good conversation about fee contract. A lot of general discussion. Missed irrigation coordination w/Sweetwater HMA. Show CFE office on other job.

Score 5
(0-20)

Ability to Perform: (20)

(10) Local knowledge/Projects

(10) Local Staff/Resources

The principal has worked on several County projects. Staff is working on adjacent projects

Score 18
(0-20)

Ranking _____

Total Score (0-100) 78

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

SUBMITTAL COMPANY NAME: Bermello Ajamil & Partners, Inc.

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

(50) Firm Qualifications;

(5) Other Related Services;

(5) Local Preference.

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points.
- Firms located within the state of Florida will receive 2 points.

Located locally. They have not done other County projects. Top 500 ENR firm. Proposed Resident Engineer is a P.E. local member of the FDOT. Did similar RFP projects on SR 50 and SDBT. They have done MOT reviews for John Cook on Seminole County projects. Adhemar is sub. Infrastructure is sub. Engineer was not in presentation.

Score 53
(0-60)

Project Approach: (20)

(20) Quality Assurance & Quality Control

Recommend to hold Pre-bid conference + utility pre-con mtg. Good utility discussion - guide wire conflict. Good irrigation catch. Good discussion on pre bid conditions. Thorough knowledge of project. Very good constructibility comments. Good MOT answer. Suggest irrigation water through.

Score 18
(0-20)

Ability to Perform: (20)

(10) Local knowledge/Projects

(10) Local Staff/Resources

Have done other local projects. Seem to have very good knowledge of O&M for this type job

Score 18
(0-20)

Ranking _____

Total Score (0-100) 89

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

SUBMITTAL COMPANY NAME: GAI Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

(50) Firm Qualifications;

(5) Other Related Services;

(5) Local Preference.

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points.
- Firms located within the state of Florida will receive 2 points.

Located locally in Orlando. Have done many large jobs in the area. Project Engineer is very experienced. Provide full-time inspector, part time engineer + part time resident.

Score 53
(0-60)

Project Approach: (20)

(20) Quality Assurance & Quality Control

Suggest a website, began doing parallel reports throughout job. Very good equipment + bridge. NOT off-station. Good handout. Good aesthetic discussion. Good not answers to questions. Good local knowledge.

Score 15
(0-20)

Ability to Perform: (20)

(10) Local knowledge/Projects

(10) Local Staff/Resources

Have done several local projects. Project Engineer seems very knowledgeable. seem to have a good overall knowledge of project.

Score 18
(0-20)

Ranking _____

Total Score (0-100) 88

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

SUBMITTAL COMPANY NAME: JEA Construction Engineering Services

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

(50) Firm Qualifications;

(5) Other Related Services;

(5) Local Preference.

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points.
- Firms located within the state of Florida will receive 2 points.

Located locally, Worked on nearby E. Lake Brantley project and did a good job. Planning in /MMMP at 434/1455 project.
Very good Statting analysis. Same level aspector as E. Lake Brantley.

Score 56
(0-60)

Project Approach: (20)

(20) Quality Assurance & Quality Control

Very Good discussion on ped bridge construction / MOT. Very good discussion about "bump" in bridge - Very good night MOT issues. Very good overbuilt discussion.
Good pay item discussion. Good erosion + bridge maintenance.

Score 17
(0-20)

Ability to Perform: (20)

(10) Local knowledge/Projects

(10) Local Staff/Resources

Very good answers to MOT questions.
Very good handout. Very good analysis of bridge delivery.
Resident Engineer has done over 300 bridges Staff has a lot of experience - Reviewed JAX and for public involvement

Score 17
(0-20)

Ranking _____

Total Score (0-100) 90

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

SUBMITTAL COMPANY NAME: AB/PSM Joint Venture

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

40.00 (80)(50) VG Firm Qualifications; *Doing projects adjacent to job*
 37.5 (75)(5) G Other Related Services; *- Have done numerous projects for County, (37 years with Co-projects)*
 5.00 (10)(5) O Local Preference.
- Can do surveys (Good)

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points.
- Firms located within the state of Florida will receive 2 points.

37.75

Doing another section at Wekiva adjacent to this project.
Very good qualifications

Score 48.75
(0-60)

Project Approach: (20)

15.0 (75)(20) G Quality Assurance & Quality Control *Utilities, sidewalks, MAT*
Discussed business concepts,
Inspect sidewalk details, some issues on board, Good
Covered some of key issues. No major
utilities conflict issues, Tree issues
Some specifics on QA/QC

Score 15.00
(0-20)

Ability to Perform: (20)

8.0 (8)(10) VG Local knowledge/Projects *Very good numerous Co-projects*
 8.0 (8)(10) VG Local Staff/Resources *Very good, Cost savings if do both*
Have done very good job on
various County jobs
work on

16.0

Score 16.00
(0-20)

Ranking 4

Total Score (0-100) 79.75

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

SUBMITTAL COMPANY NAME: Bermello Ajamil & Partners, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

40.0 (50) v6 Firm Qualifications; 20 years exp doing CEI. Numerous projects.
 4.0 (5) v6 Other Related Services; multi-disc firm
 5.0 (5) Local Preference.

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points.
- Firms located within the state of Florida will receive 2 points.

Very Good exp. firm with other services if needed.

Score 49.0
(0-60)

Project Approach: (20)

16.4 (20) v6 Quality Assurance & Quality Control Very sensitive to public issues. Done Const. Reviews. Need utility mtg. (Bridge issue). Sidewalk needs to be contracted. Irrigation Const. Review (PB conf.). Has QA/QC manual at presentation. Covered all Key Field issues.

#1 MOT. (School). Driveway Com. Material. Need bridge early

Score 16.4
(0-20)

Ability to Perform: (20)

8.0 (10) v6 Local knowledge/Projects (CBT, SR50 in Central FL.)
 8.0 (10) v6 Local Staff/Resources local staff available

Very good knowledge and resources

Score 16.0
(0-20)

Ranking 1

Total Score (0-100) 81.40

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

SUBMITTAL COMPANY NAME: GAI Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

40.0
4.0
5.0
49.0

- (.8) (50) ✓ Firm Qualifications; Started CEI - 1973
- (.8) (5) ✓ Other Related Services; Provide numerous services
- 1.0) (5) ○ Local Preference.

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points.
- Firms located within the state of Florida will receive 2 points.

Have large experienced staff with other services very good

Score 49.0
(0-60)

Project Approach: (20)

15.2

- (.76) (20) ✓ Quality Assurance & Quality Control Good (+)

Covered most issues but somewhat general included QA/QC Price schedule / as built for bid items

Plan review community resources / bridge need storage areas for contractors Score 15.2
(0-20)

Ability to Perform: (20)

8.0
8.0

- (.8) (10) ✓ Local knowledge/Projects Numerous local projects
- (.8) (10) ✓ Local Staff/Resources 40 staff members

Local projects and resources, very good

Score 16.0
(0-20)

Ranking 3

Total Score (0-100) 80.2

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

SUBMITTAL COMPANY NAME: JEA Construction Engineering Services

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

40.0 (80) (50) ✓ Firm Qualifications; Experienced staff. Numerous projects.
 3.9 (78) (5) ✓ Other Related Services; Environ Wetlands Stormwater
 5.0 (10) (5) Local Preference.
 4.9

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points.
- Firms located within the state of Florida will receive 2 points.

Focuses on bridge
Have some related services.

Score 48.9
 (0-60)

Project Approach: (20) G++

15.6 (78) (20) Quality Assurance & Quality Control
 Covered most issues in detail
Discussed bridge issues. 2 segments on bridge
lay down area. ADA issues. MTO issues (Noise)
overbuild issues. Not much on
 GAVOC. Public involvement. OK

Score 15.6
 (0-20)

Ability to Perform: (20)

8.0 (8) (10) ✓ Local knowledge/Projects Done several local Co. projects
 8.0 (8) (10) ✓ Local Staff/Resources Very good
Very good exper. on staff w. +
local projects

Score 16.0
 (0-20)

Ranking 2

Total Score (0-100) 80.5

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

AB/PSM

SUBMITTAL COMPANY NAME: ~~CAI Consultants, Inc.~~

QUALIFICATION COMMITTEE MEMBER: ~~Jerry McCollum~~ ANTOINE KHOUSSY

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

(50) Firm Qualifications;

(5) Other Related Services;

(5) Local Preference.

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points.
- Firms located within the state of Florida will receive 2 points.

NOT TOO DETAILED / NOT TOO SPECIFIC.
COST SAVINGS, HOA RESURFACING.

Score 35
(0-60)

Project Approach: (20)

(20) Quality Assurance & Quality Control

RELOCATION OF IRRIGATION

Score 12
(0-20)

Ability to Perform: (20)

(10) Local knowledge/Projects

(10) Local Staff/Resources

Good

Score 15
(0-20)

Ranking _____

Total Score (0-100) 62

(4)

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

SUBMITTAL COMPANY NAME:

Bernelio Ajamil & Partners
~~JFC Construction Engineering Services~~

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

ANTOINE KHOURY

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

(50) Firm Qualifications;

(5) Other Related Services;

(5) Local Preference.

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points.
- Firms located within the state of Florida will receive 2 points.

VERY DETAILED, Good entries, KNOW WHAT IT WILL TAKE TO GET JOB DONE

Score 51
(0-60)

Project Approach: (20)

(20) Quality Assurance & Quality Control

DETAIL APPROACH

Score 15
(0-20)

Ability to Perform: (20)

(10) Local knowledge/Projects

(10) Local Staff/Resources

Score 10
(0-20)

Ranking _____

Total Score (0-100) 76

2

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

SUBMITTAL COMPANY NAME: GAI Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: ~~James M. Collins~~

ANTOINETTE I KHOURY

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

(50) Firm Qualifications;

(5) Other Related Services;

(5) Local Preference.

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points.
- Firms located within the state of Florida will receive 2 points.

Good Understanding of Job approach. Good Locking job
BRIDGE SPINNING.

Score 50
(0-60)

Project Approach: (20)

(20) Quality Assurance & Quality Control

Detail Review / Milling Asphalt per ton.
Replace Broader sub / Detectable surface on Ramp.
STORAGE AREA/STOCK PILE.

Score 15
(0-20)

Ability to Perform: (20)

(10) Local knowledge/Projects

(10) Local Staff/Resources

FIGURES FOR CONTACT LIMIT
WORK

Score 8
(0-20)

Ranking _____

Total Score (0-100) 73

3

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

SUBMITTAL COMPANY NAME: JEA Construction Engineering Services

QUALIFICATION COMMITTEE MEMBER: ~~Jerry McCollum~~ ANTOINETTE KHOURY

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

(50) Firm Qualifications;

(5) Other Related Services;

(5) Local Preference.

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points.
- Firms located within the state of Florida will receive 2 points.

DETAIL BRIDGE RELATED PRESENTATION
DETAIL REVIEW OF PLANS

Score 52
(0-60)

Project Approach: (20)

(20) Quality Assurance & Quality Control

VERY DETAIL PLAN REVIEW / BRIDGE + ROADWAY
PLANS.

Score 16
(0-20)

Ability to Perform: (20)

(10) Local knowledge/Projects

(10) Local Staff/Resources

LOCAL PEOPLE AVAILABLE

Score 15
(0-20)

Ranking _____

Total Score (0-100) 83

1

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

SUBMITTAL COMPANY NAME: AB/PSM Joint Venture

QUALIFICATION COMMITTEE MEMBER: Bill Glennon

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

(50) Firm Qualifications;

(5) Other Related Services;

(5) Local Preference.

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points.
- Firms located within the state of Florida will receive 2 points.

a lot of Seminole County experience 7 years => Outstanding
AB => International Company PSM => Local Firm

Score 54
(0-60)

Project Approach: (20)

(20) Quality Assurance & Quality Control

Utilize existing
Cost Savings due to current project on Wekiva Springs, Boultat
utilizes => Power Relocation; existing pipe across bds
slow => working w/ A&B, experience of construction
ped Bds => Build many ped Bds
not => Resurfacing at night

Score 17
(0-20)

Ability to Perform: (20)

(10) Local knowledge/Projects

(10) Local Staff/Resources

- local personnel
- Camperole => Erosion Control
- Survey crew available
-

Score 19
(0-20)

Ranking _____

Total Score (0-100) 90

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

SUBMITTAL COMPANY NAME: Bermello Ajamil & Partners, Inc.

QUALIFICATION COMMITTEE MEMBER: Bill Glennon

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

(50) Firm Qualifications;

(5) Other Related Services;

(5) Local Preference.

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points.
- Firms located within the state of Florida will receive 2 points.

George Sawaya => Resident Engineer; Started as PDOT Inspector

Score 53
(0-60)

Project Approach: (20)

(20) Quality Assurance & Quality Control

Existing overhead electric on Del. Bridge Bay wires; not drop off

Gas Quered => QA Engineer & Contractor Customer as well

Constructability Review => provide full Constructability Review

Pre Bid/PIO Mtg

Communication, Documentation

Score 18
(0-20)

Ability to Perform: (20)

(10) Local knowledge/Projects

(10) Local Staff/Resources

Tony Melton => Office Manager for Orlando

Hwy design office; Architectural Firm

50 miles of sidewalks on 50 for PDOT

Score 18
(0-20)

Ranking _____

Total Score (0-100) 99

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

SUBMITTAL COMPANY NAME: GAI Consultants, Inc.

QUALIFICATION COMMITTEE MEMBER: Bill Glennon

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

- (50) Firm Qualifications;
- (5) Other Related Services;
- (5) Local Preference.
 - Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points.
 - Firms located within the state of Florida will receive 2 points.

Design Survey work
Claims, Dispute Resolution
Maintain good communication
Score 55
(0-60)

Project Approach: (20)

- (20) Quality Assurance & Quality Control
 - Include price for Milling & Asphalt by the ton
 - Positive Attitude w/ contractor
 - Winston Branch → Full Time Supervisor Allen → Part Time
 - Build Bridge first
 - Storage area
- Score 18**
(0-20)

Ability to Perform: (20)

- (10) Local knowledge/Projects
 - (10) Local Staff/Resources
- 1983 in Orlando Design/CEI, 41941 @ Florida Mall
Survey work
45192 @ Kissimmee
Allen closed out 55-56 projects
Score 19
(0-20)

Ranking _____

Total Score (0-100) 92

PS-1681-06/BLH – CEI Services For Wekiva Springs Road from County Line to Fox Valley

SUBMITTAL COMPANY NAME: JEA Construction Engineering Services

QUALIFICATION COMMITTEE MEMBER: Bill Glennon

EVALUATION CONSIDERATIONS

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

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

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

Qualifications/Experience: (60)

(50) Firm Qualifications;

(5) Other Related Services;

(5) Local Preference.

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive 5 points.
- Firms located within the state of Florida will receive 2 points.

Score 53
(0-60)

Project Approach: (20)

(20) Quality Assurance & Quality Control

Over build
Storm water NIDET
Maintain Rd Access by detaching Segment - Relocate N Line & construct at Dr. R's
Lag down Area

Score 17
(0-20)

Ability to Perform: (20)

(10) Local knowledge/Projects

(10) Local Staff/Resources

Glen Bridges 16 years w/ FDOT
Barry Austin - Lake County Road Inspector
Nancy Wong
Completed Memorial Rd Walkway

Score 17
(0-20)

Ranking _____

Total Score (0-100) 87

EXHIBIT "A"

CE&I SCOPE OF SERVICES For Wekiva Springs Road From County Line to Fox Valley

GENERAL

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

PRE-CONSTRUCTION ACTIVITIES

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

SURVEY CONTROL

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

TESTING

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

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

CONSTRUCTION ENGINEERING SERVICES

The CONSULTANT shall perform management engineering services necessary:

(1) to assure that proper coordination of the activities of all parties involved will accomplish a complete project; (2) to maintain organized, complete, accurate records of all activities and events relating to the project; (3) to provide

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

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

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

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

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

The CONSULTANT shall review the Construction Contractor's schedule in detail and submit a report to the COUNTY as well as meet with and discuss with the Construction Contractor during the schedule review and approval process, and any updates thereto. Any subsequent Construction Contractor requests for major activity

or construction contract time extensions shall be reviewed by and commented on by the CONSULTANT. Project Control Schedule runs to review the results of Construction Contractor requests and/or CONSULTANT recommended alternatives shall be performed by the CONSULTANT, as required.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PERSONNEL

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

STAFFING

The CONSULTANT shall maintain an appropriate staff after completion of construction to complete the final Estimate and Record Plans. No personnel other than those designated herewith, shall be assigned to the project by the CONSULTANT unless authorized by the COUNTY.

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

PHOTOGRAPHS

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

OTHER SERVICES

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

- (1) The CONSULTANT shall, upon review, approval and written authorization by the COUNTY, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
- (2) The CONSULTANT shall, upon written request by the COUNTY, assist the COUNTY in preparing for arbitration hearings, or litigation that occurs during the CONSULTANT'S contract time in connection with the project covered by the Agreement.
- (3) The CONSULTANT shall, upon written request by the COUNTY, provide qualified engineers and/or engineering witnesses, provide exhibits and otherwise assist the COUNTY in any litigation or hearings in connection with the construction contract(s).
- (4) The CONSULTANT shall, upon written request by the COUNTY, provide overall program project control schedules for the purposes of assisting the COUNTY in overall planning and scheduling of construction projects.
- (5) The CONSULTANT shall, upon written request by the COUNTY, provide project cost and cash flow analysis services to assist the COUNTY with overall program financial management of the COUNTY'S proposed road construction/improvement program.
- (6) The COUNTY agrees to compensate the CONSULTANT for authorized additional services not included in this Agreement as a supplement to the basic fee for CE&I services. The amount of such fee and the specific scope of services will be negotiated prior to the CONSULTANT providing such additional services.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Probation Lease - Wilshire Plaza

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY:

CONTACT: Meloney Lung

EXT:

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute lease agreement for Probation satellite office in Casselberry between Wilshire Plaza, LLC and Seminole County. (Meloney Lung)

District 4 Carlton D. Henley

BACKGROUND:

In 1997, the BCC approved the original five year lease with five one year renewal periods with annual 3% increases for the office located at 134 Wilshire Boulevard, Casselberry, Florida. The original lease with amendments expires on June 30, 2007. There are no further renewal options for this lease.

This new lease offers a five year term with three-one year renewals. There will be a 3% annual increase during the initial term and a 4% annual increase for any renewal. The office has 2,601 sq ft. and the first year annual rate is \$36,000 (\$13.84 per sq ft). Funds have been budgeted for this lease.

During the negotiations, the landlord agreed to address 11 maintenance items. Items include replacement of carpet, VCT tile, and paint, installation of ceiling fans and UV film in lobby area, electrical improvements and restroom repair. Improvement costs (not to exceed \$17,500) shall be reimbursed on a prorated basis should the lease be terminated during the initial term.

STAFF RECOMMENDATION:

Staff recommends approval of the Probation lease located at Wilshire Plaza, 134 Wilshire Boulevard, Casselberry, FL.

ATTACHMENTS:

- 1. Agreement

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

SEMINOLE COUNTY PROBATION OFFICE
WILSHIRE PLAZA LEASE

THIS LEASE is made and entered into this _____ day of _____, 2007, by and between WILSHIRE PLAZA, LLC, whose address is 815 Orienta Avenue, Suite 1040, Altamonte Springs, Florida 32701, hereinafter referred to as "LANDLORD," 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 "TENANT."

W I T N E S S E T H

WHEREAS, LANDLORD is the owner of certain property, known as Wilshire Plaza, located on Semoran Boulevard (State Road 436), in Casselberry, Florida; and

WHEREAS, TENANT is desirous of leasing space at 134 Wilshire Boulevard in said Plaza for use as Probation Offices for Seminole County and for other county purposes.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, LANDLORD and TENANT agree as follows:

SECTION 1. LEASED PREMISES. LANDLORD does hereby grant to TENANT, and TENANT does hereby accept from LANDLORD, the exclusive use and occupancy of two thousand six hundred one (2601) square feet of office space at 134 Wilshire Boulevard, Casselberry, Florida (hereinafter the "Leased Premises"). The Leased Premises shall consist of that space more particularly described in Exhibit A attached herein.

SECTION 2. TERM. The term of this Lease shall commence upon execution by TENANT and shall run for five (5) years unless sooner terminated as hereinafter provided. This Lease, at the sole option of TENANT, may be renewed upon the same terms and conditions for three (3) successive periods of one (1) year each.

SECTION 3. RENTAL.

(a) TENANT shall pay rent to LANDLORD for the Leased Premises described in Section 1 hereof at an initial annual rate of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) PER MONTH for the first year of the Lease term, with an annual increase of three percent (3%) effective on the anniversary of the date this Lease is executed by TENANT, payable on or before the tenth (10th) day of each calendar month for that calendar month. The schedule of rate increases is hereby attached as Exhibit B.

(b) In the event this Lease is renewed, the rent may be adjusted for the new lease period at a four percent (4%) increase per year over the previous year's rate.

SECTION 4. UTILITIES. LANDLORD shall pay for water and sewer charges used and consumed in or upon the Leased Premises and any garbage and trash collection fees imposed by governmental authority, licenses, franchisee, or any agency designated to collect garbage and trash by LANDLORD. TENANT shall pay for electricity and telephone charges.

SECTION 5. COMPLETION OF LEASED PREMISES. At its sole expense, LANDLORD shall complete all leasehold improvements at its sole expense

within ninety (90) days of commencement. All work shall be consistent with the plans and specifications approved by TENANT.

(a) Landlord will provide the following improvements:

(1) New satin paint and flooring throughout Lease Premises (VCT in reception, hallways, break room, and restrooms; carpet in other areas);

(2) UV film to be applied on front windows in reception area;

(3) Odor problem from front restroom to be addressed and vent fans installed in all restrooms;

(4) Large toilet paper holders to be removed from restroom(s);

(5) One ceiling fan to be installed in reception area and two ceiling fans to be installed in administrative area behind reception;

(6) New or improved electrical circuit to be installed in the break room, and a new electrical outlet to be added for Tenant's copier, which will be located next to the break room;

(7) HVAC system to be tested and balanced to provide more consistent temperatures throughout the Leased Premises;

(8) The words "Seminole County" to be painted or stenciled on the outside face of the same door;

(9) Any missing or damaged ceiling tiles to be replaced;
and

(10) The two restrooms in the rear portion of the Leased Premises are to be inspected and repaired as necessary to prevent the toilets from overflowing when both restrooms are in use at the same time.

(11) Add second peephole to rear door below current peephole.

(b) Otherwise, the premises are to be delivered in "as-is" condition, subject to the terms and conditions of the Lease Agreement.

(c) LANDLORD agrees that TENANT may install a cipher lock on the door leading from the reception area to the hallway at its own expense. TENANT agrees to provide LANDLORD with the combination to the cipher lock.

SECTION 6. ACCESS TO PREMISES. TENANT, its agents, and/or its designees shall have reasonable access and entry to the Leased premises prior to the date of occupancy to install TENANT's equipment and fixtures necessary for its use of the Leased Premises.

SECTION 7. REPAIR AND MAINTENANCE.

(a) TENANT, at its sole expense, shall maintain and make all repairs to the interior of the Leased Premises and all improvements located therein necessary to preserve them in good order and condition, normal wear and tear excepted, including but not limited to wall and floor surfaces, electrical, plumbing, windows, plate glass, and drains. LANDLORD shall be responsible for maintaining the roof and exterior of the premises, doors, and heating, ventilation, and air conditioning, except those repairs caused by TENANT's negligence or

misuse of the premises. LANDLORD shall be responsible for management and maintenance of the common areas of the Leased Premises.

(b) TENANT, at its sole expense, shall provide regular custodial and pest control service for the Leased Premises.

SECTION 8. REMODELING PRIVILEGES. LANDLORD grants to TENANT the right to make partition changes, alterations, and decorations as it desires and at its own expense in the Leased Premises; providing, however, that TENANT shall make no structural change which will impair the structural integrity of the Leased Premises without the prior written consent of LANDLORD.

SECTION 9. USE OF LEASED PREMISES.

(a) TENANT shall have exclusive use of the Leased Premises for TENANT's probation office or for such other County offices as may be necessary.

(b) TENANT covenants that it will not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the City of Casselberry.

(c) TENANT shall not use or keep any substance or material in or about the Leased Premises which may vitiate or endanger the validity of the insurance on said building or increase the hazard of risk.

(d) TENANT shall not permit any nuisance on the Leased Premises.

SECTION 10. QUIET POSSESSION. LANDLORD shall warrant and defend TENANT in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease.

SECTION 11. ASSIGNMENT AND SUBLETTING; SUCCESSORS AND ASSIGNS.

(a) TENANT shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of LANDLORD.

(b) All rights, obligations, and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees, and permitted assignees of said parties.

SECTION 12. INSTALLATION AND REMOVAL OF EQUIPMENT AND FIXTURES.

TENANT shall have the right to remove and install equipment, fixtures, and other items necessary for its use of the Leased Premises. All fixtures on the premises furnished by LANDLORD shall remain the property of LANDLORD and shall not be removed by TENANT. All equipment and property placed by TENANT at its own expense in, on, or about the Lease Premises, including fixtures temporarily affixed to the realty, but which may be removed without damage, shall remain the property of TENANT, and TENANT shall have the right, at any time during the term hereof or at the end thereof, to remove all such equipment, property, and fixtures.

SECTION 13. FIRE CLAUSE.

(a) LANDLORD covenants and agrees that during the term of this Lease it will carry fire and extended coverage insurance. Said insurance shall contain a waiver of subrogation by the insurer. In the event the Leased Premises or a major portion thereof shall be damaged or destroyed by casualty, fire, or otherwise to an extent which renders them untenable as TENANT may determine, LANDLORD may rebuild or repair such damaged or destroyed portions and the obligation of TENANT to pay rent hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable. In the event LANDLORD elects not to rebuild or repair the Leased Premises or shall fail to proceed with such restoration for a period of thirty (30) days after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

(b) LANDLORD shall not be liable to TENANT for any damage by fire or other peril, whether or not included in the coverage afforded by the standard form of fire insurance policy with extended endorsement attached (whether or not such coverage is in effect), no matter how caused, it being understood that TENANT will look solely to its insurer for reimbursement. TENANT shall not be liable to LANDLORD for any damage by fire or other peril, whether or not included in the coverage afforded by the standard form of fire insurance policy with extended coverage endorsement attached (whether or not such coverage is in effect), no matter how caused, it being understood that LANDLORD will look solely to its insurer for reimbursement.

SECTION 14. LIABILITY INSURANCE. TENANT shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy by TENANT of the Leased Premises, excepting adjacent sidewalks and alleys, and LANDLORD shall not be liable for any such claims. LANDLORD may maintain its own protection against such claims arising out of its ownership of the premises.

SECTION 15. HOLD HARMLESS. Each party shall hold the other harmless from any and all loss, expense, damage, or claim for damages to person or property, including court costs and attorneys fees, which may occur as a result of the negligence or fault of said party or its agents or its employees

SECTION 16. TERMINATION.

(a) This Lease may be terminated by TENANT for cause at any time during the initial five (5) year term upon ninety (90) days notice to LANDLORD, provided, however, this Lease may not be terminated for LANDLORD's breach of any term of this Agreement if, within thirty (30) days after receiving Notice from TENANT, LANDLORD cures said breach in full.

(b) "For cause" shall be defined as LANDLORD's breach of any term of this Agreement or failure of the Seminole County Board of County Commissioners in any fixed year of the initial term to appropriate funds sufficient to meet TENANT's obligation hereunder.

(c) At any time during renewal periods subsequent to the initial five (5) year term, TENANT reserves the right to terminate

this Agreement, with or without cause, upon providing a ninety (90) days notice to LANDLORD.

(d) If this Agreement is terminated by TENANT for any reason prior to the expiration of the initial five (5) year term, then TENANT shall pay to LANDLORD a sum not to exceed SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$17,500.00), as evidenced by the itemized invoice for labor, material, overhead, and administrative charges submitted to TENANT prior to TENANT's acceptance of the lease premises, prorated on a monthly basis and payable for those months remaining in the initial five (5) year term.

SECTION 17. SURRENDER OF POSSESSION. TENANT agrees to deliver up and surrender to LANDLORD possession of the Leased Premises at the expiration or termination of this Lease in as good condition as when TENANT takes possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion, or commotion, military or usurped power.

SECTION 18. WAIVER. No waiver of any breach of any one or more of the conditions or covenants of this Lease by LANDLORD or by TENANT shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

SECTION 19. AMENDMENT OR MODIFICATION. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except such as are expressed herein, and that no amendment or modification of this Lease

shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

SECTION 20. HOLDING AFTER TERMINATION. If after the expiration of this Lease, TENANT shall hold over and remain in possession of the Leased Premises, then such holding over shall be deemed to be a periodic tenancy from month-to-month on the same terms and conditions contained herein.

SECTION 21. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust TENANT's administrative dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies.

(1) TENANT administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code.

(2) TENANT administrative dispute resolution procedures for contract claims, including all controversies arising under this Agreement, are set forth in Section 220.102, "Contract Claims," Seminole County Code.

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

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

SECTION 22. CONFLICT OF INTEREST.

(a) LANDLORD agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with TENANT or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. See County Personnel Policy 4.10(F).

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

(c) Pursuant to Section 216.347, Florida Statutes, LANDLORD hereby agrees that monies received from TENANT pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other state or federal agency.

SECTION 23. NOTICES. Whenever either party desires to give notice to the other, notice shall be sent to:

LANDLORD:

Wilshire Plaza, LLC
815 Orienta Ave., Suite 1040
Altamonte Springs, FL 32701

TENANT:

Director, Administrative Services
200 W. County Home Road
Sanford, FL 32773

Either party may change the address(es) or person(s) set forth for receipt of notices by providing written notice as provided for herein.

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

WITNESSES:

WILSHIRE PLAZA, LLC

Print Name:_____

GLEN A. LEFFLER, Managing Member

Print Name:_____

Date: _____

(County Signature Page Follows)

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

Attachments:

- Exhibit A - Leased Space Description
- Exhibit B - Lease Payments

AEC:jjr
2/23/07; 2/28/07; 3/23/07
P:\Users\jroyal\Administrative Services\Wilshire Plaza Lease-Probation-2007.doc

Wilshire Probation Lease Payments					
Primary term:					
	July 1, 2007 - June 30, 2008	July 1, 2008 - June 30, 2009	July 1, 2009 - June 30, 2010	July 1, 2010 - June 30, 2011	July 1, 2011 - June 30, 2012
Mo	\$3,000				
Annual	\$36,000	\$3,090	\$3,183	\$3,278	\$3,377
		\$37,080	\$38,192	\$39,338	\$40,518
Extended Term:					
	July 1, 2012 - June 30, 2113	July 1, 2013 - June 30, 2014	July 1, 2014 - June 30, 2015		
Mo	\$3,512				
Annual	\$42,139	\$3,652	\$3,798		
		\$43,825	\$45,578		

EXHIBIT B

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Satisfaction of Second Mortgages

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY:

CONTACT: Josie Delgado

EXT:

MOTION/RECOMMENDATION:

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

County-wide

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 and HUD Regulations and are now requesting a Satisfaction of their Second Mortgages. As such, staff is requesting Board approval and execution of the attached Satisfaction on the properties to remove the satisfied liens.

The following clients refinanced or sold their homes within the affordability period and repaid their mortgages, resulting in \$53,500.00 being returned to the Affordable Housing Trust Fund:

<u>Name</u>	<u>Parcel I.D. Number</u>
Cristian A. Guillen and Bella A. Marmol	34-20-30-536-0000-0820
Tara Nicole Mathews	35-19-30-515-0000-0280
Timothy L. Torres and Susan L. Torres	34-21-30-503-1500-0230
	<u>Total Reimbursed \$53,500.00</u>

The clients listed below have satisfied the current affordability period residency requirements, thus qualifying for the loan to be forgiven (\$34,271.00):

<u>Name</u>	<u>Parcel I.D. Number</u>
Fannie P. Black	32-19-31-503-0000-0140

Judith E. Hunt

34-19-30-514-0200-0060

Pennie L. Joseph

36-19-30-544-0000-0380

Total Forgiven \$34,271.00

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage.

ATTACHMENTS:

1. sat of mortgages - 4-24-07.pdf

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

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

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

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 12, 2001 and recorded in Official Records Book 04143, Pages 0153 through and including 0156 and Page 0160, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) (the "Note"), dated July 12, 2001, and recorded in the Official Records Book 04143, Pages 0157 through and including 0159, Public Records of Seminole County, Florida, which encumbered the property located at 122 Deersong Drive, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 82, DEERSONG 2, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 46, PAGES 27, 28, AND 29, AS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; SAID AND SITUATE, LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 34-20-30-536-0000-0820

(the "Property,") were made by **CRISTIAN A. GUILLEN** and **BELLA A. MARMOL**, 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 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 and Note; and

WHEREAS, the Owners have refinanced the Property within the ten (10) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about February 13, 2007, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full 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, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/jjr
2/21/2007
2007 Satisfactions\Christian Guillen & Bella Marmol.doc

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

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

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated August 23, 2004 and recorded in Official Records Book 05454, Pages 0071 through and including 0075, Public Records of Seminole County, Florida, and an unrecorded SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000) (the "Note"), dated August 23, 2004 which encumbered the property located at 142 Academy Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 28, ACADEMY MANOR UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 93, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 35-19-30-515-0000-0280

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

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

WHEREAS, the Owner has sold the Property within the ten (10)-year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about December 28, 2005, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the 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 _____, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 2007
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AWS/jjr
2/27/2007
2007 Satisfactions\Tara Mathews.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 October 28, 1996 and recorded in Official Records Book 3151, Pages 0089 through and including 0093, 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 October 28, 1996 and recorded in the Official Records Book 3151, Pages 0094 through and including 0096, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated September 26, 1996, recorded in Official Records Book 3151, Pages 0097 through and including 0099, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1468 Tangerine Court, Winter Park, Florida 32792, the legal description and parcel identification for which are as follows:

LOT 23, BLOCK 15, EASTBROOK SUBDIVISION UNIT NO. SIX,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK
12, PAGES 88 THROUGH 89 OF THE PUBLIC RECORDS OF
SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 34-21-30-503-1500-0230

(the "Property,") were made by **TIMOTHY L. TORRES** and **SUSAN L. TORRES**, 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 his primary residence or dispose of the Property within thirty (30) 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, the Note and Agreement; and

WHEREAS, the Owners have refinanced the Property within the thirty (30)- year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage, Note and Agreement; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement as well as the restrictive covenants therein,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about February 26, 2007, pursuant to the terms of the Mortgage, Note, and Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said instruments.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note and Agreement 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: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/jjr
3/5/2007
2007 Satisfactions\Timothy & Susan Torres.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
HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT**

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated June 17, 1996 and recorded July 3, 1996 in Official Records Book 3095, Page 1363-B, and that Homeowner/Rehabilitation Program Assistance Agreement dated June 17, 1996, and recorded July 15, 1996 in Official Records Book 3100, Pages 0505 through 0507, inclusive, Public Records of Seminole County, Florida (collectively, the "Agreements"), which encumbered the property located at 1905 Third Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 14, ROSELAND PARK'S FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 66 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 32-19-31-503-0000-0140

(the "Property,") were made by **FANNIE P. BLACK**, (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 mortgage security 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 did maintain the Property as her residence for at least ten (10) years from the date of the Agreements thus qualifying for forgiveness under applicable HUD/HOME 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, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the 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: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS:jjr
2/23/2007
2007 Satisfactions\Fannie P Black-MOA.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, 1996 and recorded in Official Records Book 3182, Pages 0984 through and including 0988, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$9,700.00) (the "Note"), dated December 18, 1996 and recorded in the Official Records Book 3182, Pages 0989 through and including 0992, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated December 18, 1996, recorded in Official Records Book 3182, Pages 0993 through and including 0996, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 3018 Truman Boulevard, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 6, 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: 34-19-30-514-0200-0060

(the "Property,") were made by **JUDITH E. HUNT**, 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 _____, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 2007
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AS/jjr
2/19/07
2007 Satisfactions\Judith E Hunt.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 January 30, 1997 and recorded in Official Records Book 3190, Pages 1330 through and including 1334, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of EIGHT THOUSAND ONE HUNDRED SEVENTY ONE AND NO/100 DOLLARS (\$8,171.00) (the "Note"), dated January 30, 1997 and recorded in the Official Records Book 3190, Pages 1335 through and including 1338, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated January 30, 1997, recorded in Official Records Book 3190, Pages 1339 through and including 1341, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2217 Hartwell Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 38, TWENTY WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 36, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 36-19-30-544-0000-0380

(the "Property,") were made by **PENNIE L. 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 _____, 2007.

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 2007
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AS/jjr
2/19/07
2007 Satisfactions\Pennie L Joseph.doc

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Modification of the Emergency Management Preparedness and Assistance (EMPA) Trust Grant Agreement

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY:

CONTACT: Jennifer Bero

EXT:

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Revised Exhibit 1 to the EMPA Base Grant Agreement, formalizing acceptance of an additional \$40,340 from the U.S. Department of Homeland Security. (Jennifer Bero)

County-wide

BACKGROUND:

The Florida Division of Emergency Management provides the EMPA Trust Fund Grant as a funding mechanism to assist local governments in enhancing Emergency Management program operations. The FY 2006/07 allocation for Seminole County was \$102,959 and the coordinating agreement in acceptance of the funds was approved by the Board on September 26, 2006.

The State received an increase in this year's Federal Emergency Management Performance Grant award. As a result, Seminole County's allocation is increasing by \$40,340, raising the total grant award for FY 2006/07 to \$143,299.

For the funds to be received, a revision to Exhibit 1 of the agreement is needed. Additionally, acceptance of this increase requires proof of availability of dollar-for-dollar matching funds from non-Federal sources. The match would be accommodated by existing budgeted funds. Changes to the budget to place funds in the appropriate account lines would be included in the FY 2006/07 Mid-year Adjustment.

Staff requests the Board to approve and authorize the Chairman to execute the revised Exhibit 1 in acceptance of the increased grant award.

STAFF RECOMMENDATION:

Staff recommends approval and authorization for the Chairman to execute the Revised Exhibit 1 to the EMPA Base Grant Agreement, formalizing acceptance of an additional \$40,340 from the U.S. Department of Homeland Security.

ATTACHMENTS:

1. Revised Exhibit 1

2. Award Letter

Additionally Reviewed By:

Budget Review (Lisa Spriggs)

County Attorney Review (Arnold Schneider)

County: **Seminole**

Agreement No: 07-BG-04-06-69-01-348

REVISED EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program \$40,340 CFDA: 97.042

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Chapter 252, Florida Statutes
Rule Chapters 9G-6, 9G-11, and 9G-19, Florida Administrative Code
44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
44 CFR, Part 302
OMB Circular A-87 and A-133
48 CFR, Part 31

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (list State awarding agency, Catalog of State Financial Assistance title and number)

State Awarding Agency: **Division of Emergency Management**

Catalog of State Financial Assistance Title: **Emergency Management Programs**

Catalog of State Financial Assistance Number: **52008**

State Grant Amount: **\$105,806** (minus deduction of **\$ 2,847** mos. satellite service)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Pursuant to Section 252.373, **Florida Statutes** and Rule Chapter 9G-19, **Florida Administrative Code**.

County EM Director
Page Two

Rule 9G-19.006(4), Florida Administrative Code provides for the reallocation of any unspent (State EMPA) Base Grant funds. All funds were utilized by the counties in Fiscal Year 2005-06; therefore, no funds are available for reallocation for Fiscal Year 2006-07.

You may indicate your acceptance of these funds by signing and returning this Award Letter with the attached budget page to Cherie Trainor, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

Respectfully,


J. W. Craig Fugate, Director
Division of Emergency Management

WCF/

Attachment

.....
I accept the additional funds and agree to all terms and conditions as set forth in the EMPA Base Grant Agreement.

County: Seminole

Authorized Official: _____

Title: Chairman

Date: _____

Attachment A-1

Budget

The anticipated expenditures for the Categories listed below are for the Emergency Management Performance (EMPG) Federal portion of this subgrant only (Paragraph (17)(d), FUNDING/CONSIDERATION).

<u>Category</u>	<u>Anticipated Expenditures Amount</u>
Salaries/Fringe Benefits	\$ _____
Other Personal Services	\$ _____
Expenses	\$ <u>19,340</u>
Operating Capital Outlay	\$ _____
Fixed Capital Outlay	\$ <u>21,000</u>
Management & Admin. Costs (not to exceed 2.5%)	\$ _____
Total Federal Funds	\$ <u>40,340</u>



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
"State Emergency Response Team"

CHARLIE CRIST
Governor

W. CRAIG FUGATE
Director

March 15, 2007

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Steve Watts, Director
Seminole County Emergency Management
150 Bush Blvd
Sanford, Florida 32773

Re: AWARD Letter
Agreement # 07-BG-04-06-69-01-348

Dear Mr. Watts:

In accordance with Paragraph 17(d) of the above reference Agreement, this award Letter serves as a legal modification to your Base Grant Agreement. This Award Letter provides FEDERAL funds to your County in the amount of \$40,340.

These funds continue to require a dollar for dollar non-federal match. Please ensure that your County can provide the required additional match before accepting these funds.

This Award letter increases your County's total amount of funding under this Agreement to \$143,299. You must return the attached budget form (Attachment A-1) showing the anticipated expenditure of the Federal funds. All other terms and conditions of the Agreement shall remain in full force and effect. **Please make this a part of your Agreement File.**

Should the County not wish to accept these additional funds, then the County must provide notice to the Division within thirty (30) days of receipt of this Award Letter. **Otherwise the County shall provide to the Division its written notice of acceptance within forty-five (45) days of receipt of the Award Letter.** In accordance with Paragraph 17(d) of the above referenced Agreement, the terms of this Agreement shall be considered to have been modified to include the additional funds upon receipt by the Division of the written notice of acceptance.

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100
Phone: 850.413.9969 Suncom: 850.293.9969 FAX: 850.488.1016
Internet address: <http://www.FloridaDisaster.org>

LONG TERM RECOVERY OFFICE • 36 SKYLINE DRIVE • LAKE MARY, FLORIDA 32746
Phone: 407-268-8899 FAX: 407-268-8977

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Florida Boating Improvement Grant Application and Resolution - Lake Jesup Park

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY:

CONTACT: Jennifer Bero

EXT:

MOTION/RECOMMENDATION:

Approval to submit a grant application to the Florida Fish and Wildlife Conservation Commission for the Florida Boating Improvement Grant Program; approve and authorize the Chairman to execute the implementing resolution; and, authorize the County Manager to execute other supporting documents. (Jennifer Bero)

County-wide

BACKGROUND:

The Florida Fish and Wildlife Conservation Commission is offering the Florida Boating Improvement (FBIP) grant to provide funding for serving the needs of recreational boating and boating-related activities on coastal and/or inland waters.

A boat ramp improvement feasibility study was conducted in February 2006 for providing enhancements at four of the five boat ramps owned and operated by Seminole County. Results of the study and a 5-year implementation program were presented and approved by the Board on September 12, 2006. Lake Jesup Park was a site identified as a priority site for improvements. Staff is interested in pursuing the FBIP grant to supplement the cost for the renovation or replacement of the boat ramp at Lake Jesup Park.

The project is proposed to cost \$150,000. As recommended by the consultant, the grant application would request \$37,500 with a 75% match (equal to \$112,500). If awarded, the match requirement would be accommodated by Boater Improvement Funds received from restricted vessel fees collected with boater registrations. (See attached abstract for project and financial detail).

Required with the grant application is a resolution. Approval and subsequent execution of resolution would document the support of the Board for both the project and pursuit of the grant. The resolution is attached for review and consideration.

STAFF RECOMMENDATION:

Staff requests the Board approve to submit an application for the Florida Boating Improvement Grant Program; approve and authorize the Chairman to execute the requisite resolution; and, authorize the County Manager to execute other supporting documents.

ATTACHMENTS:

1. Abstract
2. Resolution

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

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

FUNDER: Florida Fish and Wildlife Conservation Commission

DATE DUE: April 27, 2007

PROJECT TITLE: Lake Jesup Park Boat Ramp

DEPARTMENT: Leisure Services

PROJECT INITIATOR(S): Joe Gasparini, Parks and Recreation Manager

PROJECT MANAGER: Steve Howard, Administrative Services Director

PROJECT DESCRIPTION: Lake Jesup Park was one of the four boat ramp sites included in the feasibility study conducted for providing enhancements. The study identified this site as priority for improvements. The boat ramp is in need of renovation or replacement due to erosion at the end and sides of the ramp. The grant, if awarded, would supplement the cost to repair or replace the boat ramp.

TOTAL AMOUNT REQUESTED: \$ 37,500

MATCHING FUNDS (IF APPLICABLE): \$ 112,500

SOURCES OF MATCH: Boater Improvement Fund

TOTAL ESTIMATED PROJECT COST: \$ 150,000

THIS PROPOSAL IS A:

NEW GRANT

CONTINUATION GRANT

SUPPLEMENTAL GRANT

GRANT FUNDING IS:

COMPETITIVE

ENTITLEMENT

CONTRACT

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF APRIL 24, 2007.

WHEREAS, the Seminole County Board of County Commissioners is interested in carrying out the following described project for the enjoyment of the citizenry of Seminole County and the State of Florida:

Project Title: Lake Jesup Park Improvements

Total Estimated Cost: \$150,000

Brief Description of Project: Replacement of boat ramp; and

WHEREAS, the Board of County Commissioners has heretofore appropriated \$112,500 of Boater Improvement Funds.

WHEREAS, the State of Florida Fish and Wildlife Conservation Commission (FWCC), through its Florida Boating Improvement Program (FBIP) grant funding administered by FWCC's Division of Law Enforcement, Boating and Waterways Section, provides a significant, potential, and necessary source of funding for this project; and

WHEREAS, obtaining grant funding in the amount of Thirty-Seven Thousand Five Hundred and no/100 dollars (\$37,500), would in conjunction with additional Boater Improvement matching funds of One Hundred Twelve Thousand Five Hundred and no/100 dollars (\$112,500) render sufficient funding for the completion of the project;

NOW, THEREFORE, be it resolved by the Board of County Commissioners that:

1. The foregoing recitals are incorporated herein by reference and are deemed as findings of fact by the Board.
2. The Lake Jesup Park Project is hereby authorized subject to receipt of supplemental grant funding from FWCC.
3. Be it further resolved that the Parks and Recreation Manager is authorized to make application to the State of Florida Fish and Wildlife Conservation Commission for a grant in the amount of Thirty-Seven Thousand Five Hundred and no/100 dollars (\$37,500) and that the Board shall enter into a binding agreement with the State as a condition of being awarded the grant.
4. The County has the ability and intention to finance the local share of the project costs and upon completion the project will be operated and maintained at the expense of the Seminole County Board of County Commissioners for public use.

ADOPTED this 24th day of April, 2007

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

CARLTON HENLEY, Chairman
Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Assistance to Firefighters Grant Application

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY:

CONTACT: Jennifer Bero

EXT:

MOTION/RECOMMENDATION:

Approval to submit a grant application to the Department of Homeland Security for the Assistance to the Firefighters Grant Program and authorize the County Manager to execute supporting documents. (Jennifer Bero)

County-wide

BACKGROUND:

The U.S. Department of Homeland Security is offering the Assistance to Firefighters Grant Program to provide funding to local fire departments and non-affiliated emergency medical service organizations to help acquire needed equipment and services. Operation equipment requests preferred are those which have a direct affect on the health and safety of the public, promotes interoperability, and/or will be used to replace used or obsolete equipment.

Staff is requesting Board approval to pursue the Assistance to Firefighters Grant to supplement the cost to replace the existing Computer Aided Dispatch (CAD) system used by the Public Safety Emergency Communications Center. The system is an automated process to provide dispatch resources to fire/rescue emergencies in unincorporated Seminole County, all municipalities, and the airport property. Replacement of the system would allow a conduit from other sources to provide more extensive and shared information to all first responders, regardless of geo-political boundary.

The total cost of the project is \$1.5 million, of which the County is seeking 50% federal funding through the Law Enforcement Technology and Interoperability Grants program in the FY08 commerce, Justice and Science Appropriations Bill; the project received a "soft earmark" in FY07. The proposed application would request \$500,000 with a 20% match requirement. If the grant is awarded, General Fund dollars would be required to accommodate the match and remaining project cost in order to go forth with the project. Be advised that authorizing submittal of the grant application does not require implementation of the project and that staff will continue to pursue other options.

(See attached Abstract and CAD Summary for additional project and cost information.)

STAFF RECOMMENDATION:

Staff recommends Board approval to submit an application to the U.S. Department of Homeland Security for the Assistance to Firefighters Grant Program and authorize the County

Manager to execute supporting documents.

ATTACHMENTS:

1. Abstract
2. Project Summary

Additionally Reviewed By:

No additional reviews

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

FUNDER: US Department of Homeland Security

DATE DUE: May 4, 2007

PROJECT TITLE: Emergency Communication CAD System

DEPARTMENT: Public Safety

PROJECT INITIATOR(S): Elmer Holt, Emergency Communication Manager

PROJECT MANAGER: Elmer Holt, Emergency Communication Manager

PROJECT DESCRIPTION: (Please see attached)

PROPOSED AMOUNT REQUESTED: \$ 500,000

MATCHING FUNDS: — \$ 100,000 (20% of request amt)

REMAINING PROPOSED PROJECT COST: \$ 900,000 (maximum)

SOURCES OF MATCH/PROJECT COST: General Fund

PROPOSED PROJECT COST: \$ 1,500,000

GRANT FUNDING IS:

COMPETITIVE

ENTITLEMENT

CONTRACT

CAD Position Paper
Elmer C. Holt, Division Manager
Emergency Communications/E-911
April 10, 2007

Seminole County utilizes a Computer Aided Dispatch (CAD) system purchased from Orbacom to provide the Public Safety Emergency Communications Center with an automated process to dispatch resources to fire/rescue emergencies in unincorporated Seminole County, all municipalities and the airport property. The CAD receives pertinent location information from the 911 phone data or caller and recommends the appropriate resource response to the emergency. A Public Safety CAD typically provides the following specific functions:

- Multi-Jurisdictional response
- Prints Out Rip and Run Sheet
- Address validation, with map, directions, cross streets
- Unit Recommendations
- Emergency Contact File
- Hazardous and Handicap Warnings
- Overdue Alert Timer
- Previous Events Warning
- Unit Status Monitor
- Automatic Paging/Faxing
- Automatically Feeds Field Reporting
- Sends the Call to the Unit, along with all the pertinent data
- CAD-to-Unit Messaging, and vice versa (messages are stored)
- E-911 Interface
- Performance Reports (Personnel, Apparatus, Shift, Dispatcher)

The Orbacom CAD has provided a fundamental adequacy in its performance, but the system is aging, has interconnectivity weaknesses and has not met the integral needs of a system as complex as Seminole County. The delivered product has changed over the course of the installation and no longer meets the original RFP requirements.

POSITION OF REPLACING THE CAD

The vision is to replace the Seminole County Orbacom CAD with a product that has the ability to serve a jurisdiction with a population of 400,000 today, and have the potential to meet a growing demand over the next two decades. It is imperative that the new system continues to serve all fire jurisdictions in Seminole County. The CAD

must be a resource, more than a dispatch tool. It should be a conduit from other sources to provide a wealth of information to all first responders regardless of geopolitical boundary. With this vision in mind we can procure a CAD that provides instantaneous data to the responders and be able to share data with other responding agencies.

COST

Although difficult to determine the cost of a new CAD including a mobile component purchased from a private vendor, I have been given approximations of \$1.5 million; this should cover installation, training, professional services, connectivity and hardware.

DPS & SCSO CAD Interface.

The Orbacom CAD historically does not fully interface with other applications. With jurisdictional issues and the changing demographics of our community, a CAD programmed with current technology will be both efficient and technically sound, demanding accuracy in dispatching to improve emergency response times.

It is imperative to maintain a CAD system with the ability to interface with the SCSO's XCAD. Since the event of 9/11, interoperability has been identified as a leading focus to bring communication centers together to improve system efficiency. Barriers are eliminated since both CAD's will communicate effortlessly. Public Safety maintains information such as hazardous materials and occupancy, whereas the Sheriff's Office may maintain law enforcement information on the same address, currently this is not shared. With the ease of data transmissions, this information can be shared.

In addition, the discussion with representatives from UCF and Seminole County Planning and Development concerning the development of a countywide database system to provide information sharing can be the cornerstone of a reliable dataset for the proposed CAD. The goal shall be, "When you access an address you will know everything the County knows about it."

The CAD's will share information for a common and efficient response. This collaboration will provide an avenue to create a system that we control by designing collaborative systems between Public Safety and the SCSO.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Florida Communities Trust Grant Application - Jetta Point Park**DEPARTMENT:** Fiscal Services**DIVISION:** Administration - Fiscal Services**AUTHORIZED BY:****CONTACT:** Jennifer Bero**EXT:****MOTION/RECOMMENDATION:**

Approval to submit a grant application to the Florida Communities Trust for the Florida Forever Grant Program and authorize the County Manager to execute supporting documents. (Jennifer Bero)

County-wide

BACKGROUND:

The Florida Department of Community Affairs is offering the Florida Communities Trust (FCT), Florida Forever Grant Program to provide funding for the purchase of land for community-based parks that enhance opportunities for outdoor recreation.

Seminole County previously purchased three parcels adjacent to Jetta Point Park to expand the development of the site. Additionally, an out parcel is under consideration for acquisition to complete the development. Staff recommends pursuing the FCT grant for the reimbursement of the cost to purchase the three adjacent parcels, and to acquire the out parcel in the near future.

The proposed application would request approximately \$585,000 with a 55% match (see attached abstract for financial detail). The amount previously expended to purchase the adjacent parcels is sufficient to meet the grant match requirement.

STAFF RECOMMENDATION:

Staff recommends Board approval to submit an application to the FCT – Florida Forever Grant Program and authorize the County Manager to execute supporting documents.

ATTACHMENTS:

1. Abstract

Additionally Reviewed By: No additional reviews

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

FUNDER: Florida Department of Community Affairs

DATE DUE: May 9, 2007

PROJECT TITLE: Jetta Point Park

DEPARTMENT: Leisure Services

PROJECT INITIATOR(S): Joe Gasparini, Parks and Recreation Manager

PROJECT MANAGER: Steve Howard, Administrative Services Director

PROJECT DESCRIPTION: Three parcels located on the south end of the site were purchased in of June 2005 to develop Jetta Point Park. Because these parcels were purchased within 24 months of the application submission deadline, Seminole County is eligible for reimbursement of the purchase amount through the Florida Communities Trust, Florida Forever Grant Program. Additionally, there is an adjacent 1.46 acre out-parcel adjacent to the site which remains in private ownership. Staff is currently discussing possible acquisition with the owner to allow for additional land to development the park.

TOTAL AMOUNT REQUESTED: \$263,250

MATCHING FUNDS (IF APPLICABLE): \$321,750

SOURCES OF MATCH: Previously purchased land

TOTAL PROJECT COST: \$585,000

GRANT FUNDING IS:

COMPETITIVE

ENTITLEMENT

CONTRACT

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #07-54 - \$35,000 - Public Works - 2001 Infrastructure Sales Tax Fund

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY:

CONTACT: Fredrik Coulter

EXT:

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Budget Amendment Resolution - \$35,000 - Public Works - 2001 Infrastructure Sales Tax Fund. (Lin Polk)

County-wide

BACKGROUND:

This Budget Amendment Resolution is to provide design funding for a 380 lineal foot sidewalk on County Road 419 starting at Reed Avenue. Construction funding for this sidewalk will be included in the FY 2007/08 requested budget. This sidewalk project is required for pedestrian safety for students walking to and from Jackson Heights Middle School. It is anticipated that the sidewalk will be completed May 2008.

Recap of Project Budget:

Fiscal Year 2006/07 Budget:

Amendment Request	<u>\$ 35,000</u>
Adjusted Budget	35,000
Anticipated future costs	<u>75,000</u>
Total Estimated Project Budget	\$110,000

STAFF RECOMMENDATION:

Staff recommends approval for BAR #07-54 in the amount of \$35,000 for Public Works to provide design funding for the Oviedo - County Road 419 at Reed Avenue - Sidewalk project.

ATTACHMENTS:

1. Budget Amendment Request

<p>Additionally Reviewed By: No additional reviews</p>

2007-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Fredrik V Coulter Analyst	<u>4/2/07</u> Date
Budget Manager	Date
Director	Date

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**

Department: **Public Works**

Fund: **2001 Infrastructure Sales Tax Fund**

PURPOSE: To provide design funding for a 380 lineal foot sidewalk on County Road 419 starting at Reed Avenue. Construction funding for this sidewalk will be included in the FY 2007/08 requested budget. This sidewalk project is required for pedestrian safety for students walking to and from Jackson Heights Middle School. It is anticipated that the sidewalk will be completed May 2008.

Recap of Project Budget:

Fiscal Year 2006/07 Budget:

Amendment Request	\$ 35,000
Adjusted Budget	35,000
Anticipated future costs	75,000
Total Estimated Project Cost	<u>\$ 110,000</u>

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
11541.999941.599994		Reserve for Capital Improvements	\$ 35,000
Total Sources			\$ 35,000

Uses:

Account Number	Project #	Account Title	Amount
11541.077541.560680	00192598 (new)	Construction and Design (Oviedo - CR 419 at Reed Avenue - Sidewalk)	\$ 35,000
Total Uses			\$ 35,000

BUDGET AMENDMENT RESOLUTION

This Resolution, 2007-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the
Board of County Commissioners

By: _____
Carlton Henley
Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR 07-55 - \$75,000 - Public Works - Transportation Trust Fund

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY:

CONTACT: Fredrik Coulter

EXT:

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Budget Amendment Resolution - \$75,000 - Public Works - Transportation Trust Fund (Lin Polk)

County-wide

BACKGROUND:

To record the budgetary effects of Supplemental Amendment Number ("SAN") 2 to the County Incentive Grant Program Agreement with the Florida Department of Transportation ("FDOT") approved separately on this meeting's Consent Agenda. SAN 2 returns \$75,000 of monies previously sent by Seminole County to FDOT. The returned funds are to be used for post design services for the State Road 434 six-laning project, from Maitland Boulevard to State Road 436.

Recap of Project Budget:

Fiscal Year 2006/07 Budget:

Amendment Request	\$ 75,000
Adjusted Budget	75,000
Estimated costs incurred through 9/30/06	<u>860,465</u>
Total Estimated Project Cost	\$ 935,465

This project runs in conjunction with the State Road 434 Six Laning and State Road 434 Joint Participation Agreement projects (00175502 and 00175503), with an anticipated completion date of June 2007.

STAFF RECOMMENDATION:

Staff recommends approval for BAR 07-55 in the amount of \$75,000 for Public Works to record the budgetary impact of Supplemental Amendment Number 2.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By: No additional reviews

2007-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Fredrik V Coulter Analyst	4/2/07 Date
Budget Manager	Date
Director	Date

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Works**
Fund: **Transportation Trust Fund**

PURPOSE: To record the budgetary effects of Supplemental Amendment Number ("SAN") 2 to the County Incentive Grant Program Agreement with the Florida Department of Transportation ("FDOT") approved separately on this meeting's Consent Agenda. SAN 2 returns \$75,000 of monies previously sent by Seminole County to FDOT. The returned funds are to be used for post design services for the State Road 434 six-laning project, from Maitland Boulevard to State Road 436.

Recap of Project Budget:

Fiscal Year 2006/07 Budget:

Amendment Request	\$ 75,000
Adjusted Budget	75,000
Estimated costs incurred through 9/30/06	860,465
Total Estimated Project Cost	<u>\$ 935,465</u>

This project runs in conjunction with the State Road 434 Six Laning and State Road 434 Joint Participation Agreement projects (00175502 and 00175503), with an anticipated completion date of June 2007.

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
10101.334490	00175501	Transportation Revenue Grant	\$ 75,000
Total Sources			\$ 75,000

Uses:

Account Number	Project #	Account Title	Amount
10101.077501.560670	00175501	Roads (State Road 434 Six Laning)	\$ 75,000
Total Uses			\$ 75,000

BUDGET AMENDMENT RESOLUTION

This Resolution, 2007-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the
Board of County Commissioners

By: _____
Carlton Henley
Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BCR #07-12 - \$295,223 - Public Safety - Fire Protection Fund

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY:

CONTACT: Ryan Switzer

EXT:

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Budget Change Resolution - \$295,223 - Pubic Safety - Fire Protection Fund. (Lin Polk)

County-wide

BACKGROUND:

Additional funds are necessary to complete the Fire Station 27 Expansion project. When the project was initiated, severe water damage was discovered as well as a severe sewer system problem that required the installation of a lift station at the facility. The unanticipated expenses have increased the total project cost estimate to \$385,000. Funds are available in the Fire Station 27 driveway project and in the Fire Station 16 additional bay project. The additional bay for Fire Station 16 is a lower priority project and will be rescheduled.

STAFF RECOMMENDATION:

Staff recommends approval for BCR #07-12 in the amount of \$295,223 for Public Safety to complete the Fire Station 27 Expansion project.

ATTACHMENTS:

1. Resolution

Additionally Reviewed By: No additional reviews

SEMINOLE COUNTY BUDGET REQUEST		Budget Division Use only:	
DATE: <u>3/21/07</u>			
FROM: Department <u>Public Safety</u>		BCR	<input checked="" type="checkbox"/> 07-12
Division <u>EMS/Fire/Rescue</u>			

WHAT IS NEEDED:

- Accounting adjustment: Item is budgeted, but funds are in incorrect account line.
- More funds for Budgeted Item: Item is budgeted, but additional funds are required.
- New item: Item is not in this fiscal year's budget.
- Operational Adjustment (Transfer or Savings to cover overage)
- Project reclass, Must be within same Project Number

Detailed Explanation:

Additional funds are necessary to complete the Fire Station 27 Expansion project. When the project was initiated, severe water damage was discovered as well as a severe sewer system problem that required the installation of a lift station at the facility. The unanticipated expenses have increased the total project cost estimate to \$385,000. Funds are available in the Fire Station 27 driveway project and in the Fire Station 16 additional bay project. The additional bay for Fire Station 16 is a lower priority project and will be rescheduled.

Project Name	Project #	Adopted Budget	Available Balance	Transfer Amount	Resulting Balance
Renovations to Fire Stations	00189301	1,341,827	830,534	(134,697)	695,837
Fire Station 27 Driveway Replacement	00240001	136,307	22,526	(22,526)	0
Fire Station 16 / Additional Bay	00239601	138,000	138,000	(138,000)	0
Fire Station 27 Expansion	00256001	167,696	89,777	295,223	385,000

Fund # 11200 **Fund Name** Fire Protection Fund

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	<u>11200.056100.560650</u>	<u>00189301</u>	<u>Construction in Progress</u>	<u>134,697</u>
	<u>11200.056100.560630</u>	<u>00240001</u>	<u>Improvements Other than Bldgs.</u>	<u>22,526</u>
	<u>11200.056100.560620</u>	<u>00239601</u>	<u>Buildings</u>	<u>138,000</u>
			TOTAL	<u>\$295,223</u>

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER TO	<u>11200.056100.560650</u>	<u>00256001</u>	<u>Construction in Progress</u>	<u>295,223</u>
			TOTAL	<u>\$295,223</u>

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

Approval Date _____ Department/Division _____

RECOMMENDATION: Approval Date 3/26/07 Analyst Ryan P Switzer Budget Manager _____

APPROVING AUTHORITY: FS Director County Manager BCC Meeting Date 4/24/2007

Approved Disapproved Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

SUBDIVISION AND SITE PLAN
MAINTENANCE AGREEMENT
(Road Improvements)

THIS AGREEMENT is made and entered into this day of February 24, 2005, between KEB XIII, LLC, hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain road improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as Waldgreens @ CR46 A & International Pkwy, Seminole Co, FL, a Plat of which is recorded in Plat Book NA Pages NA Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid road improvements were made pursuant to certain plans and specifications dated May 7, 2004 (as subsequently revised or amended) and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY 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 2/25, 2005; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY, a certain Irrevocable Letter of Credit No. 3042 issued by CNL Bank in the sum of \$1208⁵⁰ / One Thousand DOLLARS (\$1,208.50). Two Hundred Eight and 50/100

NOW THEREFORE, the COUNTY agrees to accept the road improvements into the County Road System upon execution of this Agreement and to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL.

PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of One Thousand Two Hundred Eight and 50/100 DOLLARS (\$1,208⁵⁰) 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 road improvements and maintain said road improvements for a period of two (2) years from 2/25, 2005, 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.

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

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

[Signature]
James Visconti

By: [Signature] Vice President

Date: 2/24/04

WITNESSES:

Patricia Zeckser
PATRICIA ZECKSER

DEPARTMENT OF PUBLIC WORKS
ROAD OPERATIONS/STORMWATER DIVISION
SEMINOLE COUNTY, FLORIDA

[Signature]
Mark E. Flomerfelt, P.E., Manager
Road Operations and Stormwater Division

Date: 3/2/05

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, Rc: 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 3rd day of March, 2005, by Mark Flomerfelt, who is personally known to me or who has produced as identification.

[Signature]
Signature of Notary Public in and for the County and State Aforementioned.

Print Name Linda Gail Blackwelder

My Commission Expires: April 6, 2008

(App E, LDC, through Supp 16).



Downtown Office
CNL Center at City Commons
450 South Orange Avenue
Orlando, Florida 32801-3336
tel (407) 244-3100
fax (407) 992-3755
www.cnlbank.com

Mailing Address:
P.O. Box 1546
Orlando, Florida 32802-1546

LETTER OF CREDIT NUMBER: 3042

ISSUANCE DATE: February 24, 2005

APPLICANT: K&B Associates XII, LLC
5738 Major Boulevard, Suite 601
Orlando, FL 32819

BENEFICIARY: Seminole County Board of County Commissioners
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

AMOUNT: \$ 1,208.50

DATE OF EXPIRATION: April 24, 2007

PLACE OF EXPIRATION: CNLBank
450 South Orange Avenue
Orlando, FL 32801

By order of K&B Associates XII, LLC, we hereby establish an Irrevocable Letter of Credit in your favor. We hereby authorize you to draw on CNLBank up to an aggregate amount of \$1,208.50 available by your drafts at sight accompanied by a signed statement of the Board of County Commissioners that the Maintenance Agreement dated February 24, 2005, between K&B Associates XII, LLC and Seminole County is in default.

Drafts must be drawn and negotiated on or before April 24, 2007, and each draft must state that it is drawn under Irrevocable Letter of Credit No. 3042 of CNLBank dated February 24, 2005 and the amount thereof endorsed on this Letter of Credit. The Bank agrees that this Letter of Credit shall automatically renew itself for successive one-year periods unless the Bank shall give notice to you no later than forty-five (45) days preceding an expiration date that it chooses 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 maintenance Agreement with K&B Associates XII, LLC.

Upon tender of payment, you will release to the Bank the original Irrevocable Letter of Credit marked "Cancelled." In any event, upon expiration of the Maintenance Agreement dated February 24, 2005, and the completion of K&B Associates XII, LLC obligations thereunder, you will return the original Letter of Credit to this Bank marked "Cancelled."

We hereby engage with drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit, that such drafts will be duly honored upon presentation to the drawee.

If the Board of County Commissioners initiates suit under this Letter of Credit, the Bank hereby agrees to be responsible for Seminole County's court costs and reasonable attorneys' fees, but the CNLBank shall not be responsible for any attorneys' fees in excess of fifteen percent (15%) of the aggregate amount of this Letter of Credit.

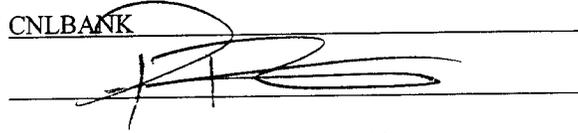
CNLBank
Letter of Credit No. 3042
Page 2 of 2

This Letter of credit sets forth in full the terms of our undertaking and such undertaking shall not, in any way, be amended by reference herein to any agreement, and any such reference shall not be deemed to incorporate herein by reference any document or agreement other than the Maintenance Agreement dated February 24, 2005, and referenced herein.

BANK'S LEGAL NAME:

CNLBANK

SIGNATURE OF BANK OFFICER:



NAME OF SIGNER AND TITLE:

Preston Bolt, Executive Vice President

DATE:

February 24, 2005

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Banyan Pointe Subdivision Final Plat**DEPARTMENT:** Planning and Development **DIVISION:** Development Review**AUTHORIZED BY:****CONTACT:** Brian Walker**EXT:****MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the final plat for Banyan Pointe Subdivision located south of West Lake Mary Blvd. and west of Longwood Lake Mary Road on 9.34 acres. (Brian M. Walker)

District 4 Carlton D. Henley

BACKGROUND:

The applicant, Ashton Orlando Residential, LLC, is requesting final plat approval for a 33 lot single family residential subdivision. The property is zoned R-1BB (5000 Sq. Ft. Lots) and is 9.34 acres +/- in size. The proposed subdivision complies with the development standards for the R-1BB zoning district. The plat meets all applicable requirements of Chapter 35 of the Seminole County Land Development Code and Section 177, Florida Statutes. The applicant has provided a Performance Bond in compliance with SCLDC 35.44(e) (Additional Required Legal Submittals) (1) (Bonds) to ensure the completion of the subdivision improvements.

STAFF RECOMMENDATION:

Staff recommends approval and authorization for the Chairman to execute the final plat for Banyan Pointe Subdivision located south of West Lake Mary Blvd. and west of Longwood Lake Mary Road on 9.34 acres.

ATTACHMENTS:

1. Banyan Pointe Plat
2. Banyan Point Area.pdf
3. Banyan Point Location.pdf
4. Banyan Point Aerial.pdf

Additionally Reviewed By: County Attorney Review (Kathleen Furey-Tran)

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 SUPPLEMENTED IN AUTHORITY 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.

BANYAN POINTE
 SECTION 17, TOWNSHIP 20 SOUTH, RANGE 30 EAST,
 SEMINOLE COUNTY, FLORIDA

SHEET 1 OF 3

SEE SHEET 3 FOR PLAT NOTES

PLAT BOOK PAGE

**BANYAN POINTE
 DEDICATION**

IN WITNESS WHEREOF, ASHTON ORLANDO RESIDENTIAL L.L.C.,
 have caused these presents to be signed and witnessed by the
 officer named below on this day of 2006.

ASHTON ORLANDO RESIDENTIAL, LLC,
 a Nevada limited liability company
 authorized to do business in the State of Florida

By: _____
 JOHN RENEY
 ITS: AUTHORIZED REPRESENTATIVE

Witness: _____
 Witness: _____

STATE OF FLORIDA COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this ____ day of _____ 2006,
 before me, personally appeared JOHN RENEY, the Authorized
 Representative of ASHTON ORLANDO RESIDENTIAL L.L.C., a Nevada
 limited liability company, who is personally known to me
 or [] has produced _____ as identification, and did
 not take an oath; and who executed the foregoing Dedication and
 acknowledged the execution thereof to be his free act and deed as
 such Authorized.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the
 above date.

NOTARY PUBLIC

(Print Name)

Commission Number: _____
 My Commission Expires: _____

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 20 SOUTH,
 RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE
 PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 17, TOWNSHIP 20
 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, RUN
 N89°53'12"W, ALONG THE EAST-WEST CENTER SECTION LINE OF SAID
 SECTION 17, A DISTANCE OF 1662.53 FEET TO A POINT ON THE
 WEST RIGHT-OF-WAY LINE OF LAKE MARY - LONGWOOD ROAD, AS
 RECORDED IN PLAT BOOK 6, PAGE 49, PUBLIC RECORDS OF SEMINOLE
 COUNTY, FLORIDA, (LONGWOOD - LAKE MARY ROAD PER SIGNAGE),
 FOR A POINT OF BEGINNING; THENCE DEPARTING SAID EAST-WEST
 CENTER SECTION LINE, RUN S09°09'28"E, ALONG SAID WEST RIGHT-
 OF-WAY LINE, A DISTANCE OF 674.52 FEET TO A POINT ON THE
 SOUTH LINE OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SAID
 SECTION 17, SAID POINT ALSO BEING A POINT ON THE EASTERLY
 EXTENSION OF THE NORTH LINE OF LAKEWOOD AT THE CROSSINGS
 UNIT ONE, AS RECORDED IN PLAT BOOK 32, PAGES 44 - 46, PUBLIC
 RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE DEPARTING SAID
 WEST RIGHT-OF-WAY LINE RUN N89°57'01"W, ALONG SAID SOUTH
 LINE AND SAID EASTERLY EXTENSION AND THE NORTH LINE OF SAID
 LAKEWOOD AT THE CROSSINGS UNIT ONE, A DISTANCE OF 483.99
 FEET; THENCE DEPARTING SAID SOUTH LINE AND SAID NORTH LINE,
 RUN N38°47'53"W, A DISTANCE OF 108.90 FEET; THENCE

N02°07'32"E, A DISTANCE OF 214.76 FEET; THENCE N00°54'23"E,
 A DISTANCE OF 48.02 FEET; THENCE N07°01'18"W, A DISTANCE OF
 46.21 FEET; THENCE N15°51'27"W, A DISTANCE OF 46.46 FEET;
 THENCE N19°41'57"W, A DISTANCE OF 130.25 FEET; THENCE
 N07°29'25"W, A DISTANCE OF 116.55 FEET; THENCE N04°30'48"E,
 A DISTANCE OF 98.56 FEET; THENCE N18°11'48"E, A DISTANCE OF
 87.08 FEET; THENCE N52°45'37"E, A DISTANCE OF 59.07 FEET;
 THENCE N07°35'10"E, A DISTANCE OF 78.66 FEET; THENCE
 S83°33'23"E, A DISTANCE OF 59.28 FEET; THENCE S67°42'11"E, A
 DISTANCE OF 75.24 FEET; THENCE S14°06'09"E, A DISTANCE OF
 116.45 FEET; THENCE S18°32'50"E, A DISTANCE OF 65.38 FEET;
 THENCE S13°25'12"W, A DISTANCE OF 30.88 FEET; THENCE
 S84°53'12"E, A DISTANCE OF 70.53 FEET; THENCE N80°50'32"E, A
 DISTANCE OF 93.32 FEET; THENCE N09°09'28"W, A DISTANCE OF
 268.37 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 4
 CHAINS OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE
 S89°53'12"E, ALONG SAID NORTH LINE, A DISTANCE OF 20.26 FEET
 TO A POINT ON THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE;
 THENCE DEPARTING SAID NORTH LINE, RUN S09°09'28"E, ALONG
 SAID RIGHT-OF-WAY LINE, A DISTANCE OF 267.49 FEET TO THE
 POINT OF BEGINNING.

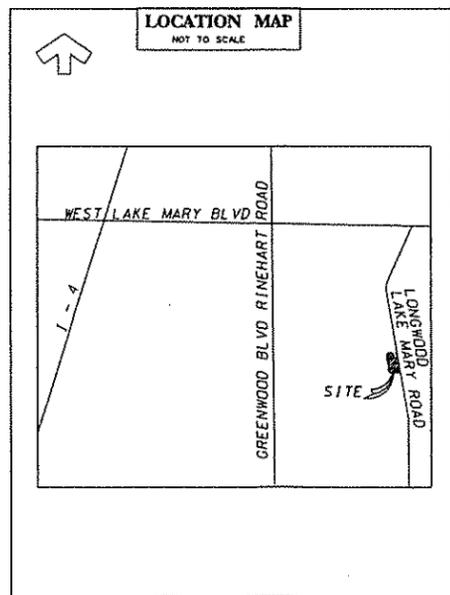
CONTAINING 9.34 ACRES MORE OR LESS.

**BANYAN POINTE
 DEDICATION**

This is to certify that the undersigned, ASHTON
 ORLANDO RESIDENTIAL, LLC, hereinafter referred to as "Lawful
 Owner") is the lawful owner of the lands described in the
 caption therein and that it has caused the lands described
 hereon to be surveyed and this plat, entitled BANYAN POINTE,
 is hereby adopted as a true and correct plat of said lands.
 All of the streets and easements shown on this plat are not
 required for public use and such streets and easements are
 not and will not be a part of the County system of public
 roads, unless otherwise noted. Provided however, the well,
 utility, swale and drainage easements shown hereon as well
 as a perpetual non-exclusive utility, drainage, and access
 easement over and under all of the private streets shown
 hereon are hereby dedicated to the HOMEOWNERS ASSOCIATION,
 with a secondary dedication of said drainage, swale and
 access easements to Seminole County, Florida, however,
 dedication of said easements shall not be construed as
 creating an obligation upon Seminole County to perform
 construction or maintenance within such dedicated areas, and
 said streets and easements shall remain private and the sole
 and exclusive property of the Lawful Owner, and it does
 hereby grant to the present and future owners of adjacent
 lands and their guests, invitees and domestic help, and to
 delivery, pickup and fire protection services, police and
 other authorities of the United States postal service mail
 carriers, representatives of utilities authorized by the
 Lawful Owner, to serve the land shown on this plat, holders
 of mortgage liens on such lands and such other persons as
 the Lawful Owner from time to time may designate, the non-
 exclusive and perpetual right of ingress and egress over and
 across said streets and easements. Regardless of the
 preceding provisions, the Lawful Owner reserves the
 unrestricted and absolute right to deny the right of ingress
 to any person who, in the opinion of the Lawful Owner, may
 create or participate in a disturbance or a nuisance on any
 part of the land shown on this plat. Tract C is a lift
 station tract dedicated in fee simple by this plat to
 Seminole County, without any restrictions whatsoever to
 Seminole County. Tract F is additional right-of-way
 dedicated to Seminole County for the perpetual use of the
 public.

Point	North	EAST
152	1,605,426.161286	548,624.995200
153	1,604,497.157799	548,781.037984
409	1,605,157.928841	547,705.857883
410	1,605,170.012856	550,331.813079
1001	1,605,426.068033	548,604.730693
1121	1,604,494.393026	548,297.052418
1122	1,604,578.811600	548,228.263175
1131	1,604,793.467432	548,234.816184
1132	1,604,841.489875	548,235.259784
1133	1,604,887.311901	548,229.309515
1134	1,604,931.917681	548,216.321050
1142	1,605,054.257401	548,171.608887
1143	1,605,169.709551	548,155.655698
1147	1,605,268.014910	548,162.764666
1152	1,605,350.917330	548,189.412796
1153	1,605,386.971318	548,236.201252
1154	1,605,390.801144	548,314.764484
1155	1,605,384.535822	548,373.717296
1156	1,605,356.447614	548,443.518656
1164	1,605,181.850778	548,493.839050
1165	1,605,151.766958	548,486.869857
1185	1,605,162.362393	548,669.304951
1188	1,605,243.698197	548,472.634566
1189	1,605,161.401170	548,649.186236
1190	1,605,145.943308	548,557.157582

0.0005467 MEAN SCALE FACTOR PER FLORIDA
 EAST ZONE NAD 83 WITH 1990 ADJUSTMENT.



**BOWYER-SINGLETON
 & ASSOCIATES, INCORPORATED**

ENGINEERING - PLANNING - SURVEYING - ENVIRONMENTAL
 520 SOUTH MAGNOLIA AVENUE - ORLANDO, FLORIDA 32801
 407-843-5120 - FAX 407-849-8664
 CERTIFICATE OF AUTHORIZATION NO. LB 1221

**CERTIFICATE OF REVIEW BY
 COUNTY SURVEYOR**

I HAVE REVIEWED THIS PLAT AND FIND IT TO BE IN CONFORMITY WITH
 CHAPTER 177, FLORIDA STATUTES.

STEVE L. NESSELS, PLS DATE: _____
 FLORIDA REGISTRATION NUMBER 4589
 COUNTY SURVEYOR FOR SEMINOLE COUNTY, FLORIDA

**QUALIFICATION STATEMENT OF
 SURVEYOR AND MAPPER**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned
 being a professional surveyor and mapper that has
 prepared the foregoing plat and was made under my
 direction and supervision; and that this plat complies
 with all of the survey requirements as required by
 Chapter 177, Florida Statutes; and that said land is
 located in Seminole County, Florida.

Date: _____
 SANDRA V. BAILEY
 Florida Registration
 Number: 4972

Bowyer-Singleton & Associates, Inc.
 520 South Magnolia Avenue
 Orlando, Florida 32801
 Certification of Authorization No. LB1221

**CERTIFICATE OF APPROVAL
 OF COUNTY COMMISSIONERS**

Chairman of the Board _____ Date: _____
 Clerk of the Board _____

**CERTIFICATE OF APPROVAL
 CLERK OF THE CIRCUIT COURT**

I HEREBY CERTIFY, that I have examined the foregoing plat and
 find that it complies in form with all the requirements of
 Chapter 177, Florida Statutes, and was filed for record on
 _____ at _____ File No. _____

Clerk of the Circuit Court
 in and for Seminole County, Florida
 By: _____ D.C.

FEB 07 2007

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NOTICE
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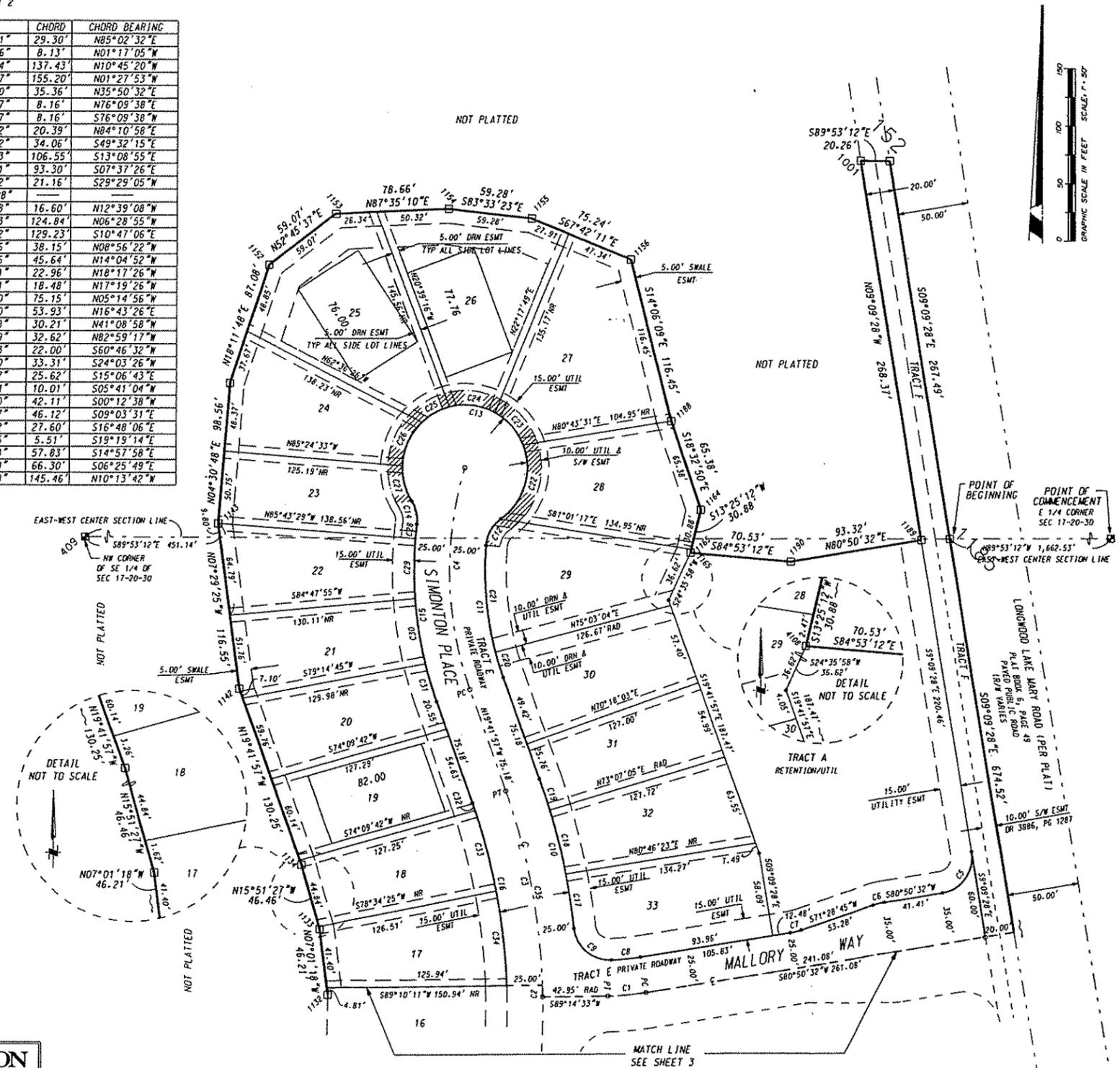
BANYAN POINTE
 SECTION 17, TOWNSHIP 20 SOUTH, RANGE 30 EAST,
 SEMINOLE COUNTY, FLORIDA

PLAT BOOK PAGE
 SHEET 2 OF 3

CURVE TABLE - SHEET 2

CURVE	RADIUS	TANGENT	ARC LENGTH	DELTA	CHORD	CHORD BEARING
C1	200.00'	14.69'	29.32'	08°24'01"	29.30'	N85°02'32"E
C2	442.00'	4.07'	8.13'	01°03'16"	8.13'	N01°17'05"W
C3	442.00'	69.56'	137.99'	17°53'14"	137.43'	N10°45'20"W
C4	248.00'	81.70'	157.85'	36°28'07"	155.20'	N01°27'53"W
C5	25.00'	25.00'	39.27'	90°00'00"	35.36'	N35°50'32"E
C6	50.00'	4.09'	8.17'	09°21'47"	8.16'	N76°09'38"E
C7	50.00'	4.09'	8.17'	09°21'47"	8.16'	S76°09'38"W
C8	175.00'	10.21'	20.41'	06°40'52"	20.39'	N84°10'58"E
C9	25.00'	23.26'	37.47'	85°52'42"	34.06'	S49°32'15"E
C10	467.00'	53.62'	106.78'	13°06'03"	106.55'	S13°08'55"E
C11	223.00'	47.71'	93.99'	24°09'01"	93.30'	S07°37'26"E
C12	25.00'	11.68'	21.85'	50°04'02"	21.16'	S29°29'05"W
C13	44.00'	—	204.70'	266°33'28"	—	—
C14	25.00'	8.80'	16.92'	38°46'28"	16.60'	N12°39'08"W
C15	273.00'	64.12'	125.95'	26°26'03"	124.84'	N06°28'55"W
C16	417.00'	65.41'	129.75'	17°49'42"	129.23'	S10°47'06"E
C17	467.00'	19.09'	38.16'	04°40'56"	38.15'	N08°56'22"W
C18	467.00'	22.85'	45.66'	05°36'06"	45.64'	N14°04'52"W
C19	467.00'	11.48'	22.96'	02°49'01"	22.96'	N18°17'26"W
C20	223.00'	9.25'	18.49'	04°45'01"	18.48'	N17°19'26"W
C21	223.00'	38.12'	75.51'	19°24'00"	75.15'	N05°14'56"W
C22	44.00'	34.12'	58.05'	75°35'20"	53.93'	N16°43'26"E
C23	44.00'	16.08'	30.84'	40°09'28"	30.21'	N41°08'58"W
C24	44.00'	17.56'	33.42'	43°31'09"	32.62'	N82°59'17"W
C25	44.00'	17.36'	22.23'	28°57'13"	22.00'	S60°46'32"W
C26	44.00'	17.99'	34.16'	44°29'00"	33.31'	S24°03'26"W
C27	44.00'	13.39'	26.00'	33°51'17"	25.62'	S15°06'43"E
C28	273.00'	5.01'	10.01'	02°06'04"	10.01'	S05°41'04"W
C29	273.00'	21.12'	42.15'	08°50'50"	42.11'	S00°12'38"W
C30	273.00'	23.14'	46.18'	09°41'27"	46.12'	S09°03'31"E
C31	273.00'	13.82'	27.61'	05°47'42"	27.60'	S16°48'06"E
C32	417.00'	2.75'	5.51'	00°45'25"	5.51'	S19°19'14"E
C33	417.00'	28.98'	57.88'	07°57'08"	57.83'	S14°57'58"E
C34	417.00'	33.26'	66.37'	09°07'09"	66.30'	S06°25'49"E
C35	442.00'	73.73'	146.12'	18°56'29"	145.46'	N10°13'42"W

- PLAT LEGEND**
- C - CURVE
 - CCR - CERTIFIED CORNER RECORD
 - CL - CENTERLINE
 - CM - CONCRETE MONUMENT
 - CR - CORNER
 - DA - DELTA - CENTRAL ANGLE
 - DRN - DRAINAGE
 - ESMT - EASEMENT
 - ID - IDENTIFICATION
 - IP - IRON PIPE
 - IR - IRON ROD
 - LB - LICENSED BUSINESS
 - N/D - NAIL AND DISK
 - NO. - NUMBER
 - NR - NON-RADIAL
 - OR - OFFICIAL RECORDS BOOK
 - PB - PLAT BOOK
 - PC - POINT OF CURVATURE
 - PCC - POINT OF COMPOUND CURVATURE
 - PCP - PERMANENT CONTROL POINT
 - PD - PLANNED DEVELOPMENT
 - PG - PAGE
 - PRC - POINT OF REVERSE CURVATURE
 - PRC - POINT OF REVERSE CURVATURE
 - PRM - PERMANENT REFERENCE MONUMENT
 - PSM - PROFESSIONAL SURVEYOR MAPPER
 - PT - POINT OF TANGENCY
 - RAD - RADIAL
 - REC - RECOVERED
 - R/W - RIGHT-OF-WAY
 - SEC - SECTION
 - S/W - SIDEWALK
 - TB - TANGENT BEARING
 - TYP - TYPICAL
 - UTIL - UTILITY
 - - LINE BREAK
 - - TOTAL LINE DIMENSION
 - - CHANGE IN DIRECTION
 - - DENOTES STAMPED PRM SET 14"x4" CM LB #1221, UNLESS OTHERWISE NOTED
 - - DENOTES STAMPED PCP N/D LB #1221, UNLESS OTHERWISE NOTED



BOWYER-SINGLETON & ASSOCIATES, INCORPORATED
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
 520 SOUTH MAGNOLIA AVENUE | ORLANDO, FLORIDA 32801
 407-843-5120 • FAX 407-649-8664
 CERTIFICATE OF AUTHORIZATION NO. LB 1221

FEB 07 2007

DT-4403 AM
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 02/07/2007
 1017826161
 A:\WPPT10.DGN

NOTICE
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BANYAN POINTE

SECTION 17, TOWNSHIP 20 SOUTH, RANGE 30 EAST,
 SEMINOLE COUNTY, FLORIDA

PLAT BOOK PAGE
 SHEET 3 OF 3

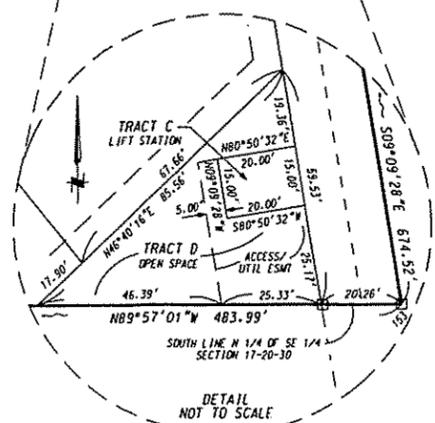
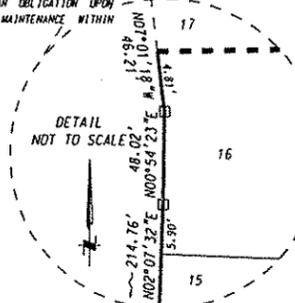
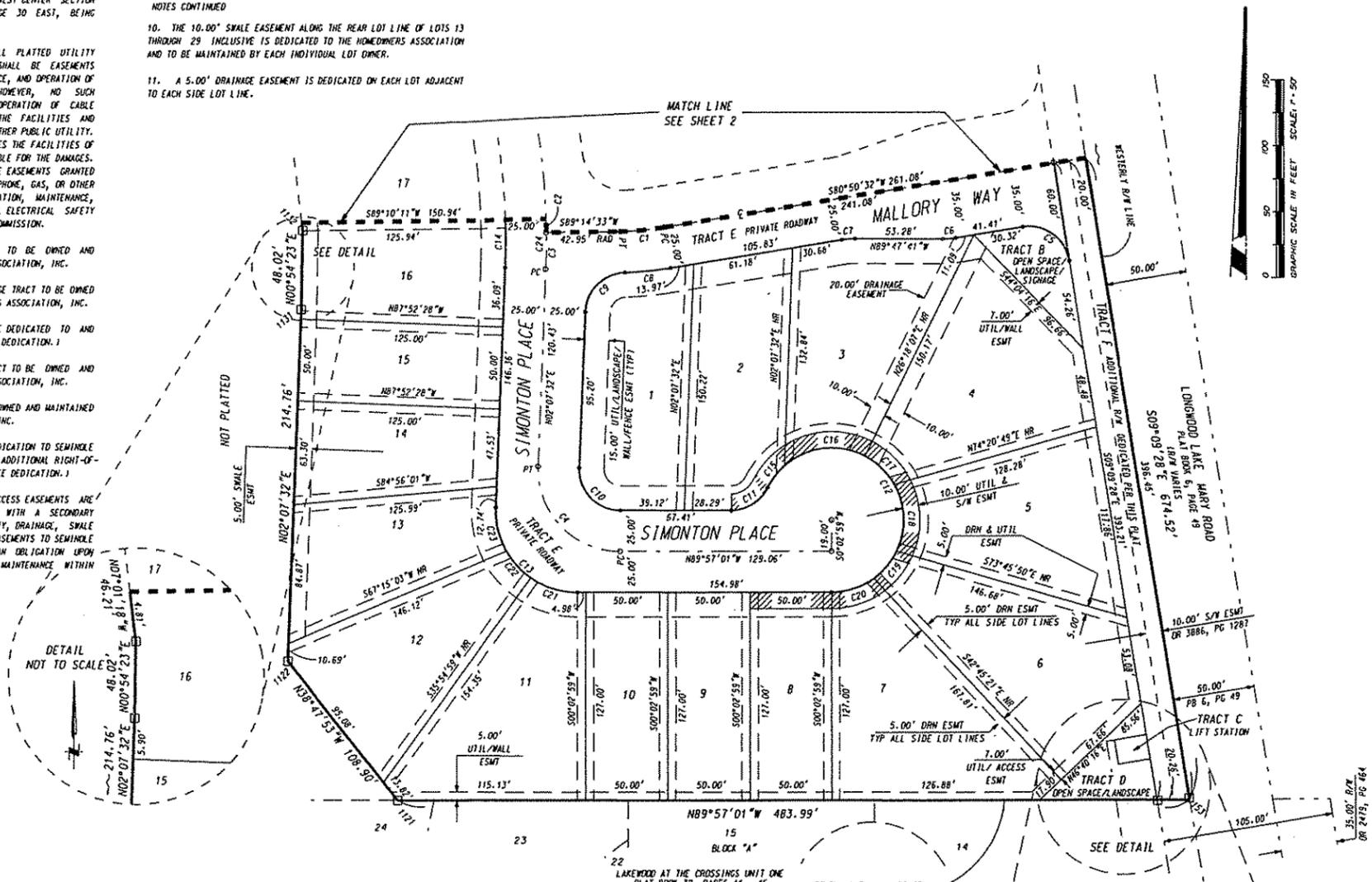
- NOTES:**
- BEARING STRUCTURE IS BASED ON THE EAST-WEST CENTER SECTION LINE OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 30 EAST, BEING N89°53'12"W, (ASSUMED).
 - IN ACCORDANCE WITH CHAPTER 177.091, ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODES ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
 - TRACT A IS A RECREATION/UTILITY TRACT TO BE OWNED AND MAINTAINED BY THE BANYAN POINTE HOMEOWNERS ASSOCIATION, INC.
 - TRACT B IS AN OPEN SPACE/LANDSCAPE/SIGNAGE TRACT TO BE OWNED AND MAINTAINED BY THE BANYAN POINTE HOMEOWNERS ASSOCIATION, INC.
 - TRACT C IS A LIFT STATION TRACT TO BE DEDICATED TO AND MAINTAINED BY SEMINOLE COUNTY, FLORIDA. (SEE DEDICATION.)
 - TRACT D IS AN OPEN SPACE/LANDSCAPE TRACT TO BE OWNED AND MAINTAINED BY THE BANYAN POINTE HOMEOWNERS ASSOCIATION, INC.
 - TRACT E IS A PRIVATE ROADWAY TRACT TO BE OWNED AND MAINTAINED BY THE BANYAN POINTE HOMEOWNERS ASSOCIATION, INC.
 - TRACT F IS A RIGHT-OF-WAY TRACT TO BE DEDICATED TO SEMINOLE COUNTY FOR THE PERPETUAL USE OF THE PUBLIC AS ADDITIONAL RIGHT-OF-WAY FOR LONGWOOD LAKE MARY ROAD (PER PLAT) (SEE DEDICATION.)
 - ALL UTILITY, DRAINAGE, SWALE, WALL AND ACCESS EASEMENTS ARE DEDICATED TO THE HOMEOWNERS ASSOCIATION, WITH A SECONDARY DEDICATION TO SEMINOLE COUNTY FOR THE UTILITY, DRAINAGE, SWALE AND ACCESS EASEMENTS. DEDICATION OF THESE EASEMENTS TO SEMINOLE COUNTY SHALL NOT BE CONSTRUED AS CREATING AN OBLIGATION UPON SEMINOLE COUNTY TO PERFORM CONSTRUCTION OR MAINTENANCE WITHIN SUCH DEDICATED AREAS.

- NOTES CONTINUED**
- THE 10.00' SWALE EASEMENT ALONG THE REAR LOT LINE OF LOTS 13 THROUGH 29 INCLUSIVE IS DEDICATED TO THE HOMEOWNERS ASSOCIATION AND TO BE MAINTAINED BY EACH INDIVIDUAL LOT OWNER.
 - A 5.00' DRAINAGE EASEMENT IS DEDICATED ON EACH LOT ADJACENT TO EACH SIDE LOT LINE.

- PLAT LEGEND**
- C - CURVE
 - CCR - CERTIFIED CORNER RECORD
 - CL - CENTERLINE
 - CM - CONCRETE MONUMENT
 - COR - CORNER
 - DELTA - CENTRAL ANGLE
 - DRN - DRAINAGE
 - ESMT - EASEMENT
 - ID - IDENTIFICATION
 - IP - IRON PIPE
 - IR - IRON ROD
 - LB - LICENSED BUSINESS
 - N&D - NAIL AND DISK
 - NO. - NUMBER
 - NR - NON RADIAL
 - OR - OFFICIAL RECORDS BOOK
 - PB - PLAT BOOK
 - PC - POINT OF CURVATURE
 - PCC - POINT OF COMPOUND CURVATURE
 - PCP - PERMANENT CONTROL POINT
 - PD - PLANNED DEVELOPMENT
 - PG - PAGE
 - PRC - POINT OF REVERSE CURVATURE
 - PRC - POINT OF REVERSE CURVATURE
 - PRM - PERMANENT REFERENCE MONUMENT
 - PSM - PROFESSIONAL SURVEYOR MAPPER
 - PT - POINT OF TANGENCY
 - RAD - RADIAL
 - REC - RECOVERED
 - R/W - RIGHT-OF-WAY
 - SEC - SECTION
 - S/W - SIDEWALK
 - TB - TANGENT BEARING
 - TYP - TYPICAL
 - UTIL - UTILITY
 - LINE BREAK
 - TOTAL LINE DIMENSION
 - CHANGE IN DIRECTION
 - DENOTES STAMPED PRM SET 14"x4" CH LB #1221, UNLESS OTHERWISE NOTED
 - DENOTES STAMPED PCP N&D LB #1221, UNLESS OTHERWISE NOTED

CURVE TABLE - SHEET 3

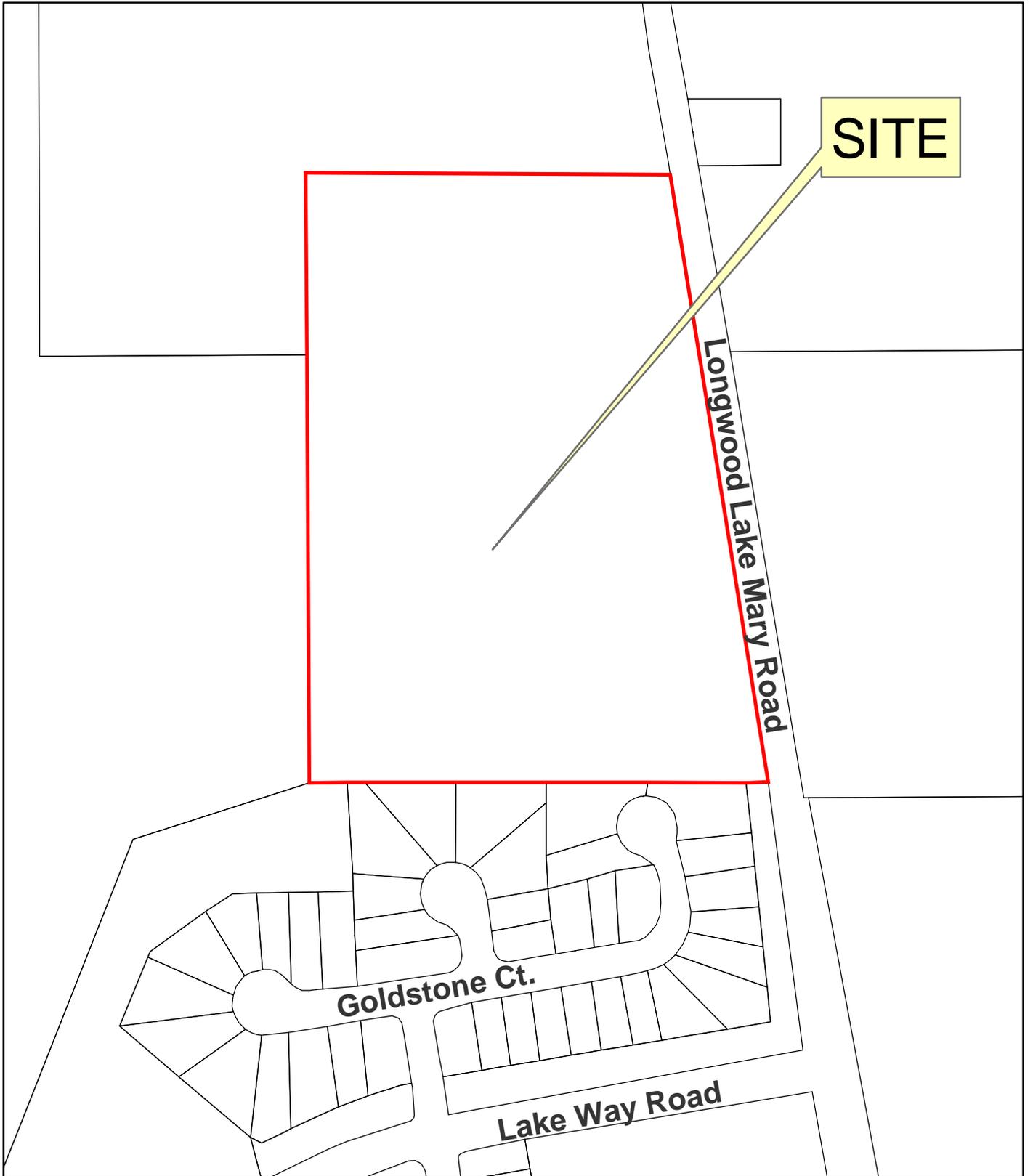
CURVE	RADIUS	TANGENT	ARC LENGTH	DELTA	CHORD	CHORD BEARING
C1	200.00'	14.69'	29.32'	08°24'01"	29.30'	N85°02'32"E
C2	442.00'	4.07'	8.13'	01°03'16"	8.13'	N01°17'05"W
C3	442.00'	11.12'	22.24'	02°52'59"	22.24'	N00°41'03"E
C4	50.00'	51.85'	80.35'	92°04'33"	71.98'	N43°54'44"W
C5	25.00'	25.00'	39.27'	90°00'00"	35.36'	N54°09'28"W
C6	50.00'	4.09'	8.17'	09°21'47"	8.16'	S85°31'26"W
C7	50.00'	4.09'	8.17'	09°21'47"	8.16'	S85°31'26"W
C8	225.00'	14.19'	28.34'	07°13'01"	28.32'	S84°27'03"W
C9	25.00'	23.29'	37.50'	85°56'01"	34.08'	S45°05'33"W
C10	25.00'	25.92'	40.18'	92°04'33"	35.99'	S43°54'44"E
C11	25.00'	15.41'	27.62'	63°18'10"	26.24'	N58°23'54"E
C12	44.00'	186.84'	186.84'	243°18'10"		
C13	50.00'	51.85'	80.35'	92°04'33"	71.98'	N43°54'44"W
C14	417.00'	14.55'	29.09'	03°59'47"	29.08'	S00°07'39"W
C15	44.00'	8.64'	17.06'	22°13'14"	16.96'	S37°51'26"W
C16	44.00'	29.95'	52.59'	68°29'11"	49.52'	S83°12'39"W
C17	44.00'	13.00'	25.29'	32°55'55"	24.94'	N46°04'49"W
C18	44.00'	22.99'	42.37'	55°10'14"	40.75'	N02°01'44"W
C19	44.00'	11.17'	21.87'	28°29'04"	21.65'	N39°47'55"E
C20	44.00'	14.30'	27.65'	36°00'32"	27.20'	N72°02'43"E
C21	50.00'	15.57'	30.19'	34°35'28"	29.73'	S72°39'17"E
C22	50.00'	11.34'	22.30'	25°33'33"	22.12'	S42°34'46"E
C23	50.00'	14.30'	27.86'	31°55'32"	27.50'	S13°50'14"E
C24	442.00'	15.19'	30.38'	03°56'15"	30.37'	N00°09'25"E



BOWYER SINGLETON & ASSOCIATES, INCORPORATED
 ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
 520 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801
 407-843-5120 • FAX 407-649-8564
 CERTIFICATE OF AUTHORIZATION NO. LB 1221

FEB 07 2007

07-14-10 AM
 02-07-2007
 A:\Projects\11-20-07\BANYAN POINTE\DWG\DWG11-20-07.DWG



Banyan Pointe
Final Plat





Banyan Pointe
Final Plat



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Bella Vista Subdivision Final Plat

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

AUTHORIZED BY:

CONTACT: Brian Walker

EXT:

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the final plat for Bella Vista Subdivision, located east of Sandy Lane on the south side of Sand Lake Rd. in Section 8, Township 21 South, Range 29 East. (Brian Walker)

District 3 Dick Van Der Weide

BACKGROUND:

The applicant, Forest Creek, Inc. is requesting final plat approval for a 112 lot single family residential subdivision. The project site is 44.45 +/- acres in size and zoned PUD. Internal roads are private and shall be maintained by the Homeowner's Association. The proposed subdivision will be served by Sanlando Utilities Inc.

The plat meets all applicable requirements of Chapter 35 of the Seminole County Land Development Code and Section 177, Florida Statutes. The applicant has provided a Performance Bond in compliance with SCLDC 35.44(e) (Additional Required Legal Submittals) (1) (Bonds) to ensure the completion of the subdivision improvements.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the final plat for Bella Vista Subdivision, located east of Sandy Lane on the south side of Sand Lake Rd. in Section 8, Township 21 South, Range 29 East.

ATTACHMENTS:

1. Bella Vista Plat.pdf
2. Bella Vista Location.pdf
3. Bella Vista Final Plat Area Map.pdf
4. Bella Vista Aerial.pdf

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

BELLA VISTA
 A PORTION OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 29 EAST
 SEMINOLE COUNTY, FLORIDA

SHEET 1 OF 5

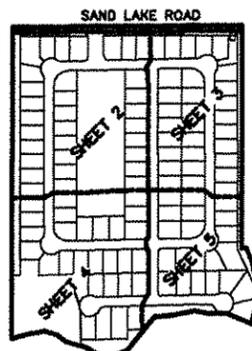
SHANNON SURVEYING, INC.
 499 NORTH S.R. 434, SUITE #2153
 ALTAMONTE SPRINGS, FLORIDA, 32714
 (407) 774-8372 LB# 8898

LEGAL DESCRIPTION

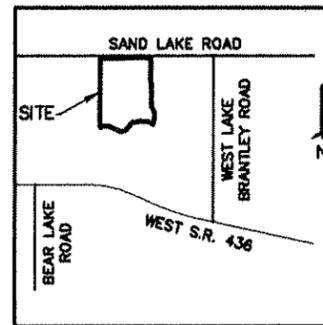
That part of Section 8, Township 21 South, Range 29 East, Seminole County, Florida more particularly described as follows:
 Begin at the Southwest corner of the Northwest 1/4 of said Section 8, thence run N00°04'59"E along the West line of the Northwest 1/4 a distance of 1374.36 feet to the South right of way line of Sand Lake Road; thence run N89°41'08"E along said South right of way line a distance of 1185.87 feet; thence run S00°18'52"E a distance of 1153.90 feet; thence run N89°41'08"E a distance of 24.86 feet to a point on a curve, concave to the West, having a radius of 518.70 feet; thence from a radial bearing of S63°43'14"W run Southerly along the arc of said curve through a central angle of 44°31'40", an arc distance of 406.12 feet; thence run N87°03'32"W a distance of 140.70 feet; thence run N89°54'28"W a distance of 99.05 feet; thence run N79°55'50"W a distance of 85.55 feet; thence run S80°33'30"W a distance of 138.10 feet; thence run S87°46'19"W a distance of 73.95 feet; thence run S39°05'59"W a distance of 227.39 feet; thence run S89°49'38"W a distance of 86.67 feet; thence run S77°36'35"W a distance of 29.82 feet; thence run N80°40'35"W a distance of 22.96 feet; thence run N59°15'30"W a distance of 90.61 feet; thence run N72°42'36"W a distance of 111.22 feet; thence run N52°58'49"W a distance of 57.36 feet; thence run N74°53'53"W a distance of 89.28 feet; thence run S81°18'34"W a distance of 80.89 feet; thence run S74°17'53"W a distance of 93.24 feet to a point on the West line of the Southwest 1/4 of said Section 8; thence run N00°09'57"E along the West line of the Southwest 1/4 a distance of 241.41 feet to the Point of Beginning.
 Containing 43.799 acres more or less.

NOTES:

- TRACT A - IS A STORM WATER, DRAINAGE AND MAINTENANCE TRACT, HEREBY DEDICATED TO AND TO BE MAINTAINED BY THE BELLA VISTA AT FOREST LAKE HOMEOWNER'S ASSOCIATION, INC.
 - TRACT B - IS A PARK, RECREATION AND WALL TRACT, HEREBY DEDICATED TO AND TO BE MAINTAINED BY THE BELLA VISTA AT FOREST LAKE HOMEOWNER'S ASSOCIATION, INC.
 - TRACT C - IS A UTILITY, DRAINAGE, WALL/FENCE AND MAINTENANCE TRACT, HEREBY DEDICATED TO AND TO BE MAINTAINED BY THE BELLA VISTA AT FOREST LAKE HOMEOWNER'S ASSOCIATION, INC.
 - TRACT D - IS A UTILITY, DRAINAGE, WALL, LANDSCAPE AND MAINTENANCE TRACT, HEREBY DEDICATED TO AND TO BE MAINTAINED BY THE BELLA VISTA AT FOREST LAKE HOMEOWNER'S ASSOCIATION, INC.
 - TRACT E - IS A UTILITY, DRAINAGE, WALL, LANDSCAPE AND MAINTENANCE TRACT, HEREBY DEDICATED TO AND TO BE MAINTAINED BY THE BELLA VISTA AT FOREST LAKE HOMEOWNER'S ASSOCIATION, INC.
 - TRACT F - IS A UTILITY TRACT, HEREBY DEDICATED TO AND TO BE MAINTAINED BY THE BELLA VISTA AT FOREST LAKE HOMEOWNER'S ASSOCIATION, INC.
 - TRACT G - IS A UTILITY, DRAINAGE, WALL AND MAINTENANCE TRACT, HEREBY DEDICATED TO AND TO BE MAINTAINED BY THE BELLA VISTA AT FOREST LAKE HOMEOWNER'S ASSOCIATION, INC.
 - TRACT H - IS A UTILITY, DRAINAGE, OPTIONAL FENCE AND MAINTENANCE TRACT, HEREBY DEDICATED TO AND TO BE MAINTAINED BY THE BELLA VISTA AT FOREST LAKE HOMEOWNER'S ASSOCIATION, INC.
 - TRACT I - IS A LIFT STATION TRACT HEREBY DEDICATED TO AND TO BE MAINTAINED BY SANLANDO UTILITIES CORPORATION.
 - TRACT J - IS A 30.00' RIGHT OF WAY TRACT, TO BE DEDICATED TO SEMINOLE COUNTY, FLORIDA.
 - TRACT K - IS AN INGRESS/EGRESS, UTILITY AND DRAINAGE TRACT, HEREBY DEDICATED TO AND TO BE MAINTAINED BY THE BELLA VISTA AT FOREST LAKE HOMEOWNER'S ASSOCIATION, INC.
- THE DRAINAGE AND UTILITY EASEMENTS ARE HEREBY DEDICATED TO AND TO BE MAINTAINED BY THE BELLA VISTA AT FOREST LAKE HOMEOWNER'S ASSOCIATION, INC.
- THE 20.00' ACCESS EASEMENT WITHIN TRACT E IS HEREBY DEDICATED TO SANLANDO UTILITIES CORPORATION AND TO BE MAINTAINED BY THE BELLA VISTA AT FOREST LAKE HOMEOWNER'S ASSOCIATION, INC.
- THE 6.00' WALL EASEMENT IN LOTS 21 THROUGH 31, INCLUSIVE, IS HEREBY DEDICATED TO AND TO BE MAINTAINED BY THE BELLA VISTA AT FOREST LAKE HOMEOWNER'S ASSOCIATION, INC.
- A DRAINAGE EASEMENT OVER TRACTS A, B, C, D, E, F, G, H, AND K, AND OVER ALL DRAINAGE EASEMENTS IS HEREBY DEDICATED TO SEMINOLE COUNTY, FLORIDA.
- EASEMENT PER O.R. BOOK 1682, PAGE 1163 IS AN EASEMENT GRANTED BY FLORIDA CONFERENCE TO SANLANDO UTILITIES CORPORATION, POST LAKE (ORLANDO), LTD. AND SEMINOLE COUNTY, FLORIDA.
- THE SUBJECT PROPERTY IS SUBJECT TO A FLORIDA POWER CORPORATION DISTRIBUTION EASEMENT OVER EXISTING FACILITIES PER O.R. BOOK 857, PAGE 878.



KEY MAP
(NOT TO SCALE)



VICINITY MAP
(NOT TO SCALE)

NOTES:

- BEARINGS BASED ON THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD AS BEING N89°41'08"E.
- N 1575809.7924
- E 517364.4799 INDICATES STATE PLANE COORDINATES.

LEGEND:

- C INDICATES CENTERLINE
- [] SET PERMANENT REFERENCE MONUMENT (PRM 4871)
- ● SET PERMANENT CONTROL POINT (PCP 4871)
- P.C. INDICATES POINT OF CURVATURE
- P.T. INDICATES POINT OF TANGENCY
- P.O.C. INDICATES POINT ON A CURVE
- CH. BRG. INDICATES CHORD BEARING
- O.R. BOOK INDICATES OFFICIAL RECORDS BOOK

NOTE: 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. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**CERTIFICATE OF APPROVAL BY
 SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS IS TO CERTIFY, THAT ON _____ THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVED THE FOREGOING PLAT.

ATTEST: _____
 COUNTY CHAIRMAN

 COUNTY CLERK

**CERTIFICATE OF APPROVAL
 BY COUNTY SURVEYOR**

I HAVE REVIEWED THIS PLAT AND FIND IT TO BE IN CONFORMITY WITH CHAPTER 177, FLORIDA STATUTES.

 STEVE L. WESSELS, P.L.S. DATE
 FLORIDA REGISTRATION NUMBER 4589
 REPRESENTING SEMINOLE COUNTY, FLORIDA

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER DOES HEREBY CERTIFY THAT THE FOREGOING PLAT WAS PREPARED AND WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES AND THAT SAID LAND IS LOCATED IN SEMINOLE COUNTY, FLORIDA.

 JAMES R. SHANNON JR. DATE
 Florida Registration Number 4871
 SHANNON SURVEYING, INC. - LB#8898
 499 North S.R. 434 - SUITE 2153
 ALTAMONTE SPRINGS, FLORIDA, 32714

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON _____ 2007 AT _____ FILE NO. _____

 CLERK OF THE CIRCUIT COURT IN
 AND FOR SEMINOLE COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

**BELLA VISTA
 DEDICATION**

THIS IS TO CERTIFY THAT THE UNDERSIGNED, FOREST CREEK, INC., A FLORIDA CORPORATION, HEREAFTER REFERRED TO AS "OWNER" IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED, AND THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS. NO PART OF SAID LANDS, EXCEPT AS NOTED ON THE FACE OF THIS PLAT, IS DEDICATED TO SEMINOLE COUNTY, FLORIDA OR TO THE PUBLIC. NONE OF THE ROADS, ALL OF WHICH ARE CONTAINED IN AND DESIGNATED AS TRACT "K" ON THIS PLAT ARE REQUIRED FOR PUBLIC USE AND TRACT "K" IS NOT AND WILL NOT BE A PART OF THE COUNTY SYSTEM OF PUBLIC ROADS. TRACT "K" WILL BE SUBJECT TO THAT CERTAIN "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BELLA VISTA, AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA (HEREAFTER REFERRED TO AS THE "DECLARATION"). THE OWNERSHIP AND USE OF TRACT "K" SHALL REMAIN PRIVATE AND THE EXCLUSIVE PROPERTY OF THE OWNER ITS SUCCESSORS AND ASSIGNS. OWNER DOES HEREBY GRANT TO THE PRESENT AND FUTURE OWNERS OF LOTS 1 THROUGH 112 INCLUSIVE, AND THEIR GUESTS, INVITES, LICENSEES AND DOMESTIC HELP, AND TO DELIVERY, PICKUP AND FIRE PROTECTION SERVICES, POLICE PROTECTION AND OTHER AUTHORITIES OF THE LAW, UNITED STATES MAIL CARRIERS, REPRESENTATIVES OF UTILITIES, REFUSE COLLECTORS, INSTITUTIONAL HOLDERS OF RESIDENTIAL MORTGAGE LIENS ON SUCH LANDS OR SUCH PERSONS AS THE OWNERS, ITS SUCCESSORS AND ASSIGNS, MAY FROM TIME TO TIME DESIGNATE THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS OVER AND ACROSS THE ROADS AND SIDEWALKS, AS THEY MAY FROM TIME TO TIME BE CONSTRUCTED ON TRACT "K". THE NATURE AND EXTENT OF, AND THE RESERVATIONS AND RESTRICTIONS ON USE OF COMMON AREAS ARE SET FORTH IN THE DECLARATION.

NOTWITHSTANDING THE FOREGOING: SEMINOLE COUNTY IS HEREBY GRANTED AN EASEMENT FOR DRAINAGE OVER TRACTS "A", "B", "C", "D", "E", "F", "G", "H", AND "K" AND OVER ALL DRAINAGE EASEMENTS, AND AN EASEMENT OVER AND THROUGH TRACT "K" FOR ACCESS TO ALL SUCH TRACTS, PIPES AND FACILITIES. AN EMERGENCY ACCESS EASEMENT TO THE PRIVATE STORM DRAINAGE SYSTEM OVER TRACTS "A", "B", "C", "D", "E", "F", "G" AND "H" AND OVER ALL DRAINAGE EASEMENTS SHOWN ON THIS PLAT IS HEREBY DEDICATED TO SEMINOLE COUNTY, FLORIDA FOR EMERGENCY MAINTENANCE PURPOSES IN THE EVENT INADEQUATE MAINTENANCE OF THE STORM DRAINAGE SYSTEM CREATES A HAZARD TO THE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE. THE EMERGENCY ACCESS EASEMENT GRANTED ABOVE DOES NOT IMPOSE ANY OBLIGATION, BURDEN, RESPONSIBILITY OR LIABILITY UPON SEMINOLE COUNTY, FLORIDA TO ENTER UPON THE SUBJECT PROPERTY AND TAKE ANY ACTION TO REPAIR OR MAINTAIN THE PRIVATE DRAINAGE SYSTEM. A NON-EXCLUSIVE EASEMENT THROUGH, OVER, UNDER AND ACROSS TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", AND "K" AND ALL UTILITY EASEMENTS SHOWN HEREON IS HEREBY DEDICATED FOR USE BY ALL PUBLIC UTILITIES FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING AND REPLACING THEIR RESPECTIVE FACILITIES SERVICING THE LANDS ENCOMPASSED BY THIS PLAT, PROVIDED, HOWEVER, THAT SUCH EASEMENT SHALL NOT EXIST OVER, UNDER, ON OR THROUGH ANY PART OF THE LANDS ON WHICH THERE EXISTS A PERMANENT RESIDENTIAL STRUCTURE.

TRACT "I" IS A LIFT STATION TRACT DEDICATED IN FEE SIMPLE TO SANLANDO UTILITIES, INC., ITS SUCCESSORS AND/OR ASSIGNS, AND SHALL NOT BE SUBJECT TO THE DECLARATION. THE 20' ACCESS EASEMENT SHOWN IN TRACT "E" IS HEREBY DEDICATED TO SANLANDO UTILITIES, INC., ITS SUCCESSORS AND/OR ASSIGNS, IN ORDER TO PROVIDE ACCESS TO TRACT "I".

TRACT "J" IS ADDITIONAL ROAD RIGHT-OF-WAY THAT IS HEREBY DEDICATED TO THE PUBLIC AND TO SEMINOLE COUNTY, FLORIDA, AS ROAD RIGHT-OF-WAY.

FOREST CREEK, INC.
 A FLORIDA CORPORATION

BY: _____
 ELLSWORTH G. GALLIMORE
 PRINTED NAME

WITNESS _____ PRINTED NAME
 WITNESS _____ PRINTED NAME

STATE OF FLORIDA COUNTY OF SEMINOLE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2007

BY: ELLSWORTH G. GALLIMORE, OF FOREST CREEK, INC., A FLORIDA CORPORATION

HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED

AS IDENTIFICATION AND DID/DID NOT TAKE AN OATH

NOTARY PUBLIC: _____

PRINTED NAME: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

17
 DEVELOPMENT REVIEW

BELLA VISTA
 A PORTION OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 29 EAST
 SEMINOLE COUNTY, FLORIDA

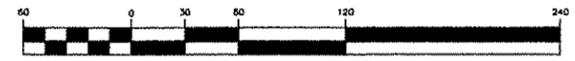


5"x5" CONCRETE MONUMENT WITH BRASS DISK, G.P.S. 0254/FOREST
 N 1580251.396 E 514274.131

SAND LAKE ROAD PER DEED BOOK 200, PAGE 257

NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, SECTION 8-21-29

GRAPHIC SCALE

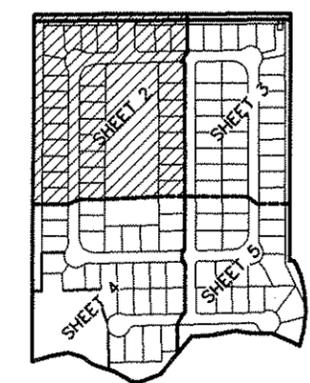


(IN FEET)
 1 inch = 60 ft.

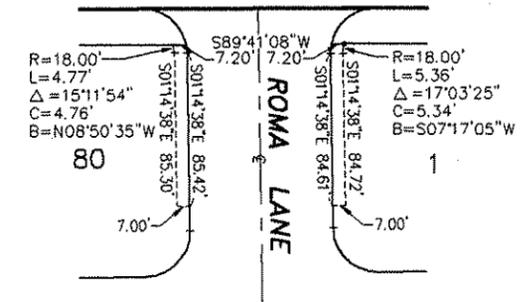
CURVE	RADIUS	LENGTH	DELTA	CHORD	CH. BRG.
C-1	25.00'	39.68'	90°55'45"	35.64'	S 44°13'15" W
C-2	25.00'	39.27'	90°00'00"	35.36'	S 46°14'38" E
C-3	12.00'	19.04'	90°55'45"	17.11'	N 45°46'45" W
C-4	75.00'	116.07'	88°40'23"	104.83'	S 44°25'11" W
C-5	100.00'	154.76'	88°40'23"	139.77'	S 44°25'11" W
C-6	22.00'	15.97'	41°35'05"	15.62'	N 20°42'33" W
C-7	55.00'	164.96'	171°50'33"	109.72'	S 44°25'11" W
C-8	22.00'	15.97'	41°35'05"	15.62'	S 70°27'05" E
C-9	25.00'	39.27'	90°00'00"	35.36'	N 43°45'22" E
C-10	25.00'	38.86'	89°04'15"	35.07'	N 45°46'45" W
C-11	100.00'	77.38'	44°20'11"	75.47'	S 66°35'16" W
C-12	100.00'	77.38'	44°20'11"	75.47'	S 22°15'05" W
C-13	55.00'	47.77'	49°46'02"	46.29'	S 16°37'05" E
C-14	55.00'	34.71'	36°09'15"	34.13'	S 26°20'33" W
C-15	55.00'	66.71'	69°29'46"	62.70'	S 79°10'04" W
C-16	55.00'	15.77'	16°25'30"	15.71'	N 57°52'18" W
C-17	25.00'	4.63'	10°36'28"	4.62'	N 06°32'52" W
C-18	25.00'	34.24'	78°27'47"	31.62'	N 51°04'59" W
C-19	25.00'	5.44'	12°27'59"	5.43'	S 04°59'21" W
C-20	25.00'	34.24'	78°27'47"	31.62'	S 50°27'14" W

STATE PLANE COORDINATES

- ① N 1580202.0200
E 513888.3611
- ② N 1580172.0201
E 513887.9953

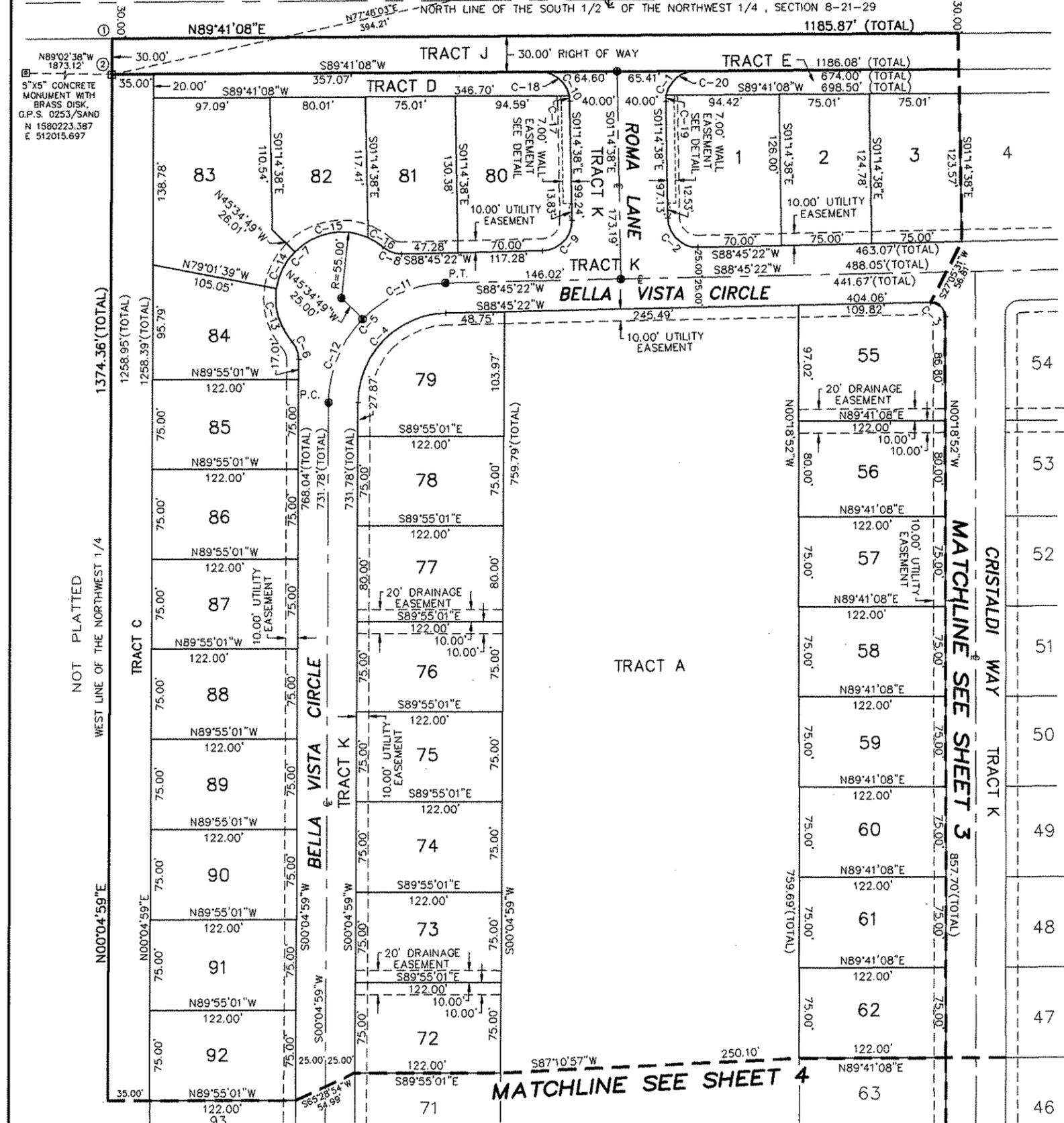


KEY MAP
(NOT TO SCALE)



BELLA VISTA CIRCLE
 7.00' WALL EASEMENT
 DETAIL

SHANNON SURVEYING, INC.
 499 NORTH S.R. 434, SUITE #2153
 ALTAMONTE SPRINGS, FLORIDA, 32714
 (407) 774-8372 LB# 6898



NOT PLATTED
 WEST LINE OF THE NORTHWEST 1/4

MATCHLINE SEE SHEET 4

MATCHLINE SEE SHEET 3

BELLA VISTA

A PORTION OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 29 EAST
SEMINOLE COUNTY, FLORIDA

SHEET 3 OF 5

PLAT BOOK _____ PAGE _____

SAND LAKE ROAD PER DEED BOOK 200, PAGE 257

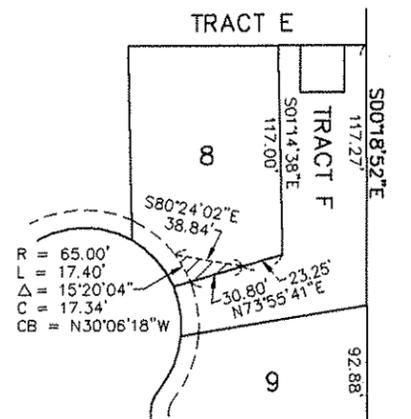
NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, SECTION 8-21-29



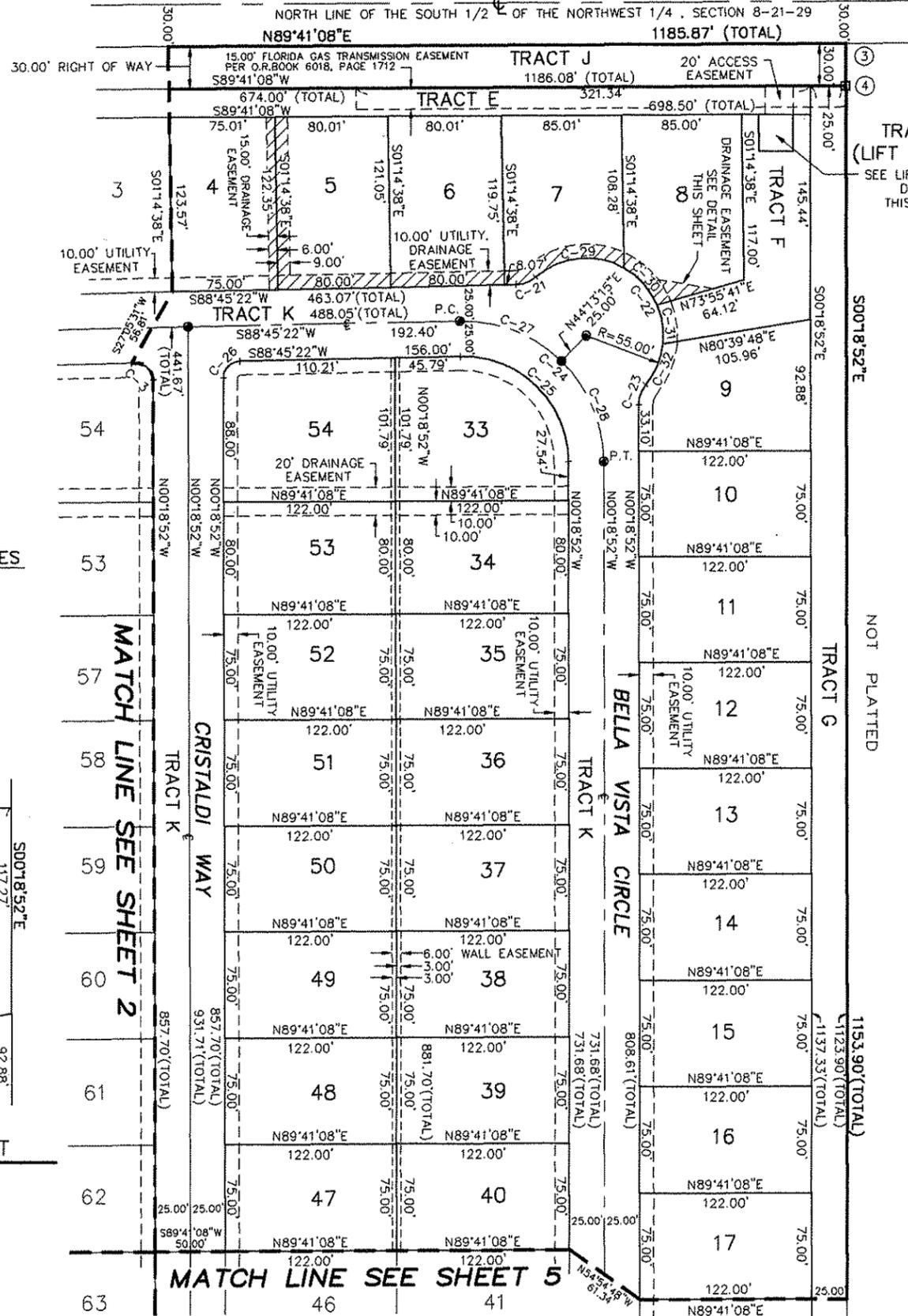
KEY MAP
(NOT TO SCALE)

STATE PLANE COORDINATES

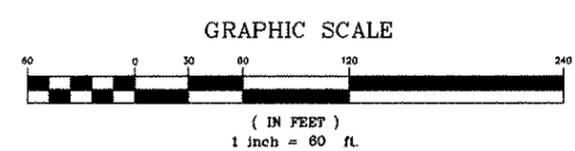
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- ④ N 1580165.7934
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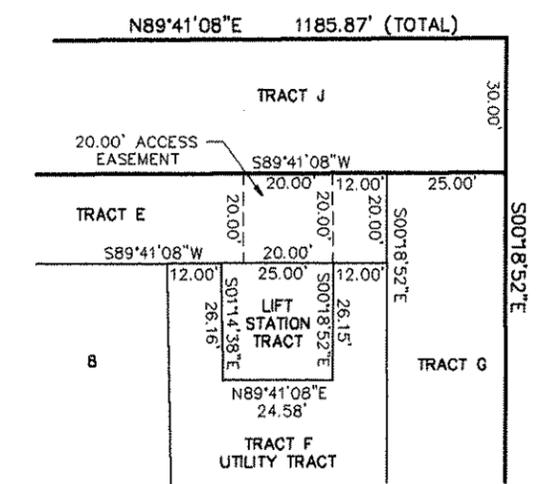
DRAINAGE EASEMENT
DETAIL



TRACT I
(LIFT STATION)
SEE LIFT STATION
DETAIL
THIS SHEET



CURVE	RADIUS	LENGTH	DELTA	CHORD	CH. BRG.
C-3	12.00'	19.04'	90°55'45"	17.11'	N 45°46'45" W
C-21	22.00'	15.20'	39°35'52"	14.90'	N 68°57'26" E
C-22	55.00'	163.31'	170°07'30"	109.59'	N 45°46'45" W
C-23	22.00'	15.20'	39°35'52"	14.90'	S 19°29'04" W
C-24	100.00'	158.70'	90°55'45"	142.56'	N 45°46'45" W
C-25	75.00'	119.03'	90°55'45"	106.92'	N 45°46'45" W
C-26	12.00'	18.65'	89°04'15"	16.83'	S 44°13'15" W
C-27	100.00'	79.35'	45°27'53"	77.29'	N 68°30'41" W
C-28	100.00'	79.35'	45°27'53"	77.29'	N 23°02'49" W
C-29	55.00'	67.22'	70°01'19"	63.11'	S 84°10'10" W
C-30	55.00'	35.73'	37°13'06"	35.10'	N 42°12'38" W
C-31	55.00'	28.28'	29°27'39"	27.97'	N 08°52'15" W
C-32	55.00'	32.08'	33°25'25"	31.63'	N 22°34'17" E



LIFT STATION TRACT
DETAIL
NOT TO SCALE

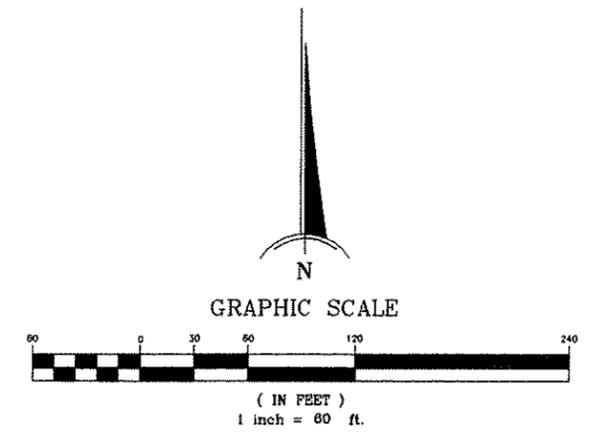
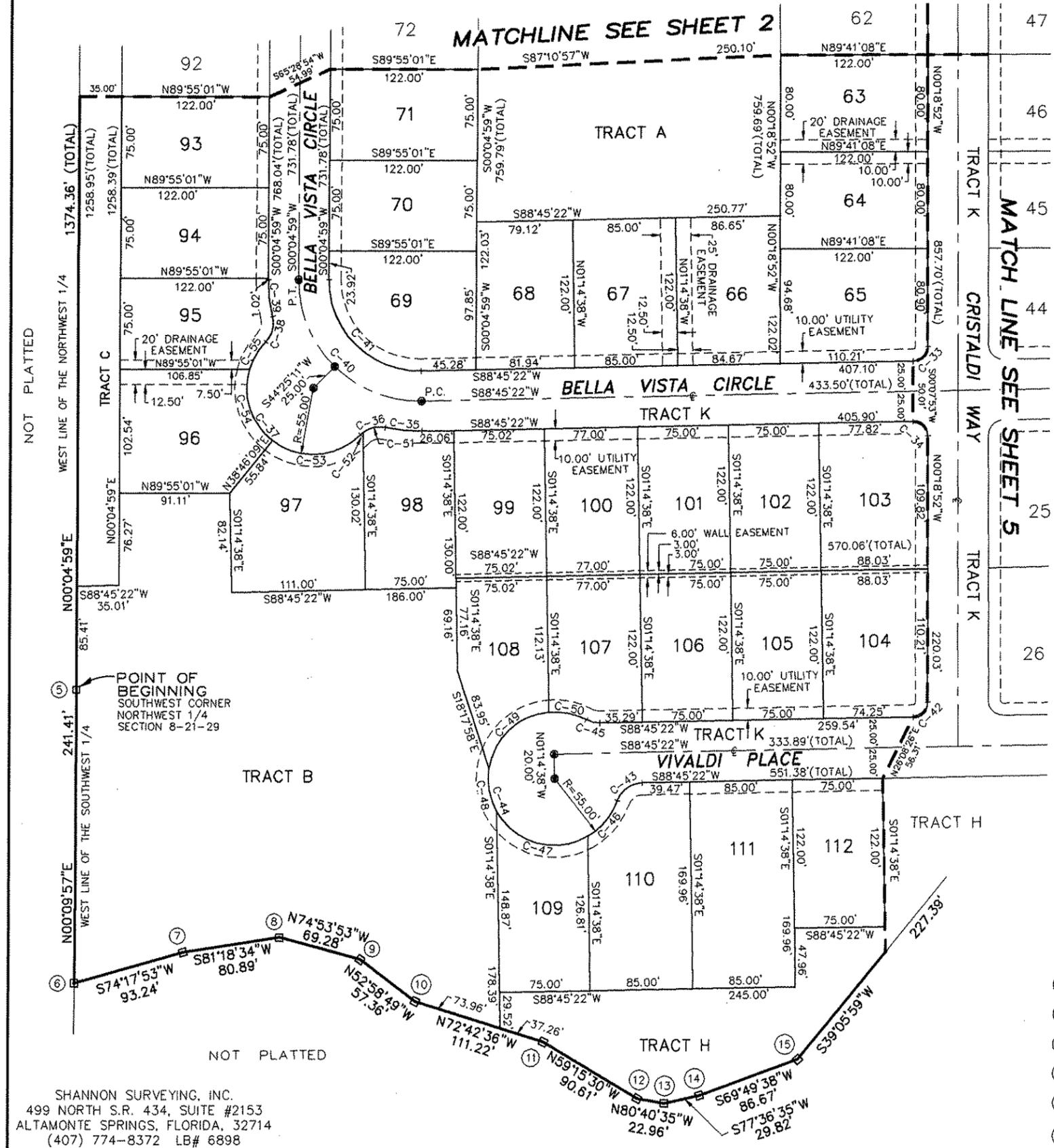
SHANNON SURVEYING, INC.
499 NORTH S.R. 434, SUITE #2153
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB# 6898

BELLA VISTA

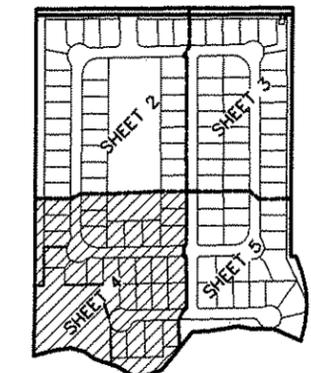
A PORTION OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 29 EAST
SEMINOLE COUNTY, FLORIDA

SHEET 4 OF 5

PLAT BOOK _____ PAGE _____



CURVE	RADIUS	LENGTH	DELTA	CHORD	CH. BRG.
C-33	12.00'	18.65'	89°04'15"	16.83'	N 44°13'15" E
C-34	12.00'	19.04'	90°55'45"	17.11'	N 45°46'45" W
C-35	125.00'	30.71'	14°04'32"	30.63'	S 84°12'22" E
C-36	22.00'	22.37'	58°14'54"	21.41'	S 73°42'27" W
C-37	55.00'	172.47'	179°40'21"	110.00'	S 45°34'49" E
C-38	22.00'	22.37'	58°14'54"	21.41'	N 15°07'55" E
C-39	125.00'	30.71'	14°04'32"	30.63'	S 06°57'16" E
C-40	100.00'	159.40'	91°19'37"	143.05'	S 45°34'49" E
C-41	75.00'	119.55'	91°19'37"	107.29'	S 45°34'49" E
C-42	12.00'	18.65'	89°04'15"	16.83'	N 44°13'15" E
C-43	22.00'	26.68'	69°28'26"	25.07'	S 54°01'09" W
C-44	55.00'	267.82'	278°59'54"	71.44'	S 21°13'07" E
C-45	22.00'	11.34'	29°31'28"	11.21'	S 76°28'54" E
C-46	55.00'	38.95'	40°34'17"	38.14'	N 39°34'05" E
C-47	55.00'	86.95'	90°34'59"	78.18'	S 74°51'18" E
C-48	55.00'	36.81'	38°20'56"	36.13'	S 10°23'21" E
C-49	55.00'	73.00'	76°02'47"	67.76'	S 46°48'31" W
C-50	55.00'	32.11'	33°26'56"	31.65'	N 78°26'37" W
C-51	22.00'	19.54'	50°53'59"	18.91'	S 77°22'55" W
C-52	22.00'	2.82'	7°20'55"	2.82'	S 48°15'28" W
C-53	55.00'	79.86'	83°11'22"	73.02'	N 86°10'41" E
C-54	55.00'	65.85'	68°36'12"	61.99'	S 17°55'32" E
C-55	55.00'	26.76'	27°52'47"	26.50'	S 30°18'58" W



STATE PLANE COORDINATES

⑤ N 1578827.7645	⑪ N 1578534.0182
E 513871.6064	E 514256.3837
⑥ N 1578586.3762	⑫ N 1578486.8651
E 513868.3147	E 514333.7635
⑦ N 1578610.6442	⑬ N 1578482.9026
E 513958.3597	E 514356.3768
⑧ N 1578622.0074	⑭ N 1578488.9880
E 514038.4312	E 514385.5697
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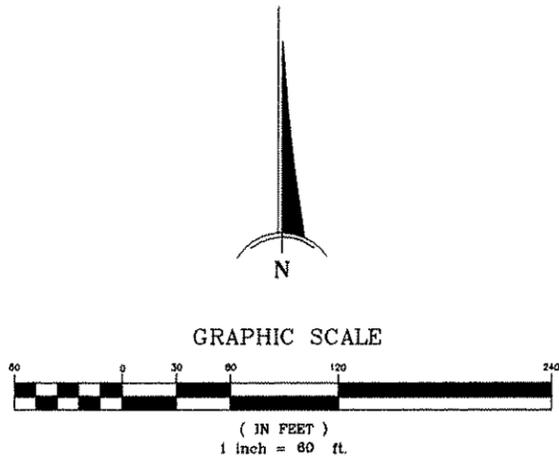
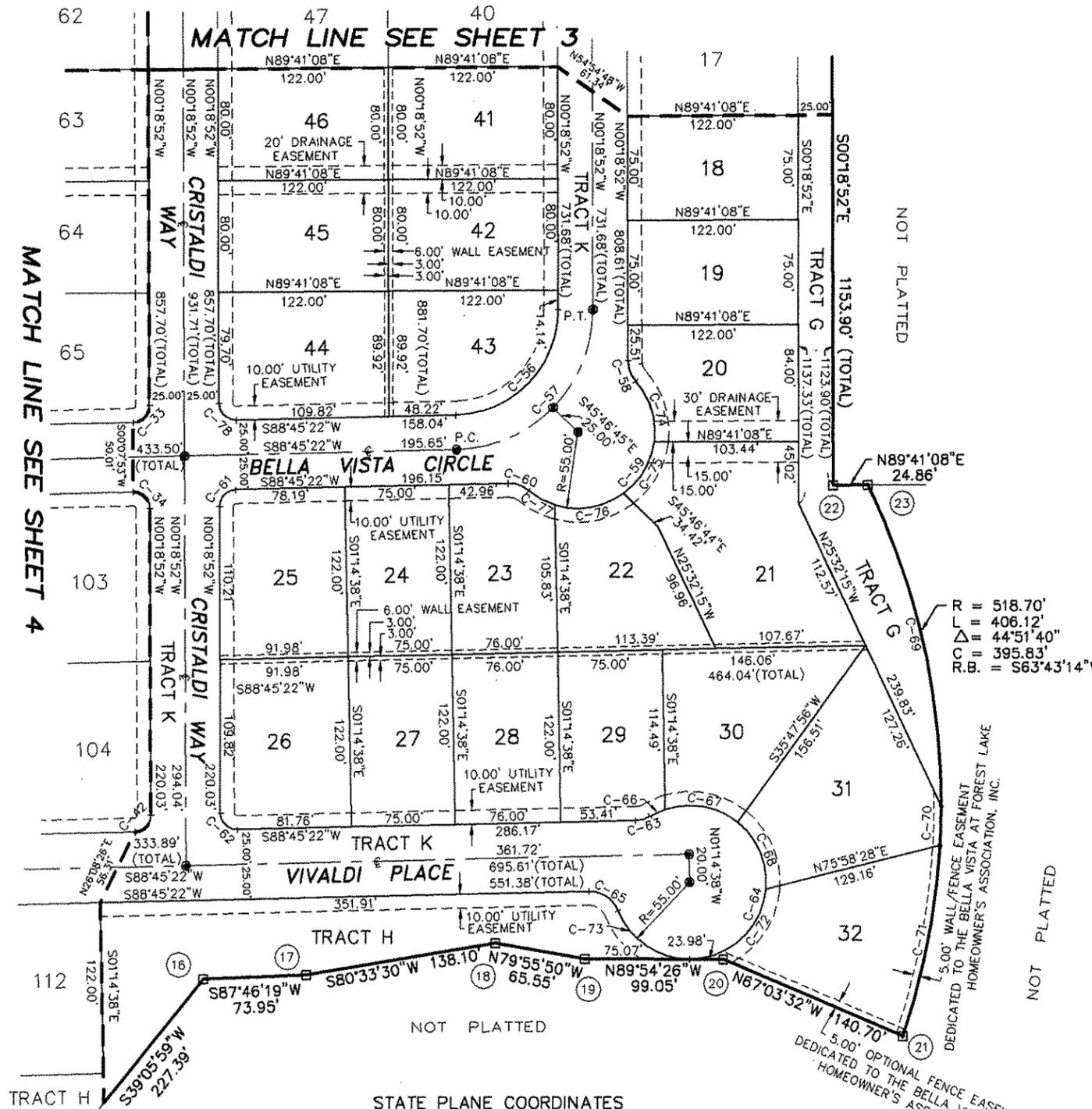
SHANNON SURVEYING, INC.
499 NORTH S.R. 434, SUITE #2153
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB# 6898

BELLA VISTA

A PORTION OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 29 EAST
SEMINOLE COUNTY, FLORIDA

SHEET 5 OF 5

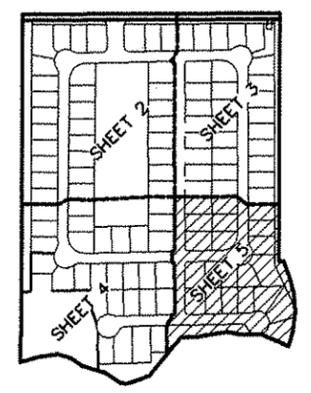
PLAT BOOK _____ PAGE _____



CURVE	RADIUS	LENGTH	DELTA	CHORD	CH. BRG.
C-33	12.00'	18.65'	89°04'15"	16.83'	N 44°13'15" E
C-34	12.00'	19.04'	90°55'45"	17.11'	N 45°46'45" W
C-42	12.00'	18.65'	89°04'15"	16.83'	N 44°13'15" E
C-56	75.00'	116.59'	89°04'15"	105.20'	N 44°13'15" E
C-57	100.00'	155.46'	89°04'15"	140.27'	N 44°13'15" E
C-58	22.00'	15.84'	41°14'35"	15.50'	S 20°56'10" E
C-59	55.00'	164.68'	171°33'25"	109.70'	N 44°13'15" E
C-60	22.00'	15.84'	41°14'35"	15.50'	N 70°37'20" W
C-61	12.00'	18.65'	89°04'15"	16.83'	S 44°13'15" W
C-62	12.00'	19.04'	90°55'45"	17.11'	S 45°46'45" E
C-63	22.00'	11.34'	29°31'28"	11.21'	N 73°59'38" E
C-64	55.00'	267.82'	278°59'54"	71.44'	N 18°43'51" E
C-65	22.00'	26.68'	69°28'26"	25.07'	N 56°30'25" W
C-66	55.00'	11.74'	12°13'43"	11.72'	S 65°20'45" W
C-67	55.00'	55.09'	57°23'13"	52.81'	N 79°50'47" W
C-68	55.00'	54.04'	56°17'49"	51.89'	N 23°00'16" W
C-69	518.70'	238.36'	26°19'46"	236.27'	N 13°06'53" W
C-70	518.70'	28.59'	3°09'30"	28.59'	N 01°37'44" E
C-71	518.70'	139.17'	15°22'24"	138.76'	N 10°53'41" E
C-72	55.00'	81.14'	84°31'42"	73.98'	N 47°24'30" E
C-73	55.00'	65.81'	68°33'27"	61.95'	S 56°02'56" E
C-74	55.00'	47.34'	49°18'53"	45.89'	N 16°54'01" W
C-75	55.00'	44.04'	45°52'56"	42.88'	N 30°41'54" E
C-76	55.00'	51.75'	53°54'36"	49.86'	N 80°35'40" E
C-77	55.00'	21.55'	22°27'00"	21.41'	S 61°13'32" E
C-78	12.00'	19.04'	90°55'45"	17.11'	S 45°46'45" E

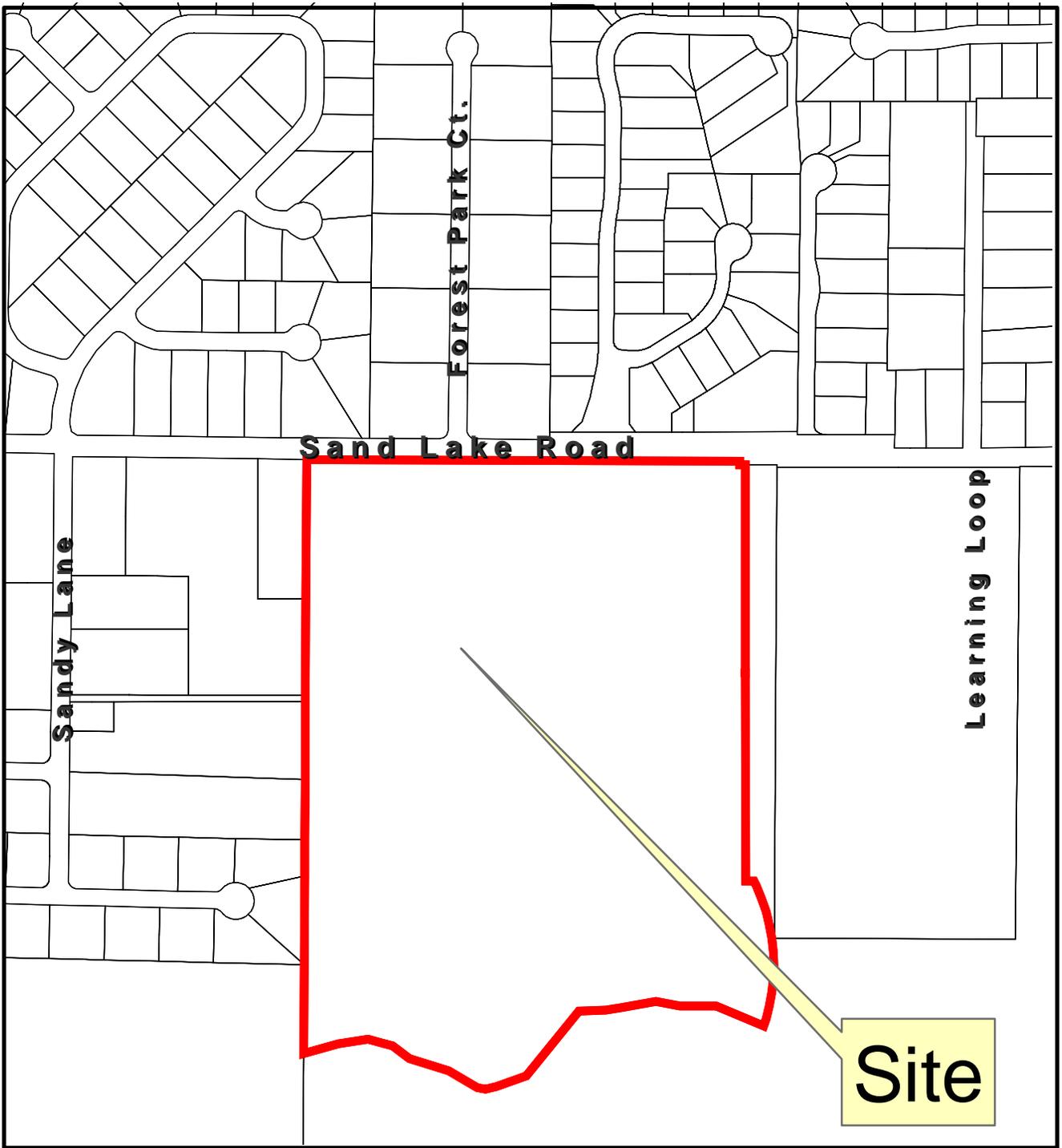
STATE PLANE COORDINATES

- | | |
|-------------------|-------------------|
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| E 514612.5306 | E 514986.3685 |
| ①7 N 1578694.9956 | ②1 N 1578646.5766 |
| E 514686.4494 | E 515115.3466 |
| ①8 N 1578716.1859 | ②2 N 1579041.9061 |
| E 514822.9144 | E 515068.1616 |
| ①9 N 1578704.0333 | ②3 N 1579041.7756 |
| E 514887.3233 | E 515093.0182 |



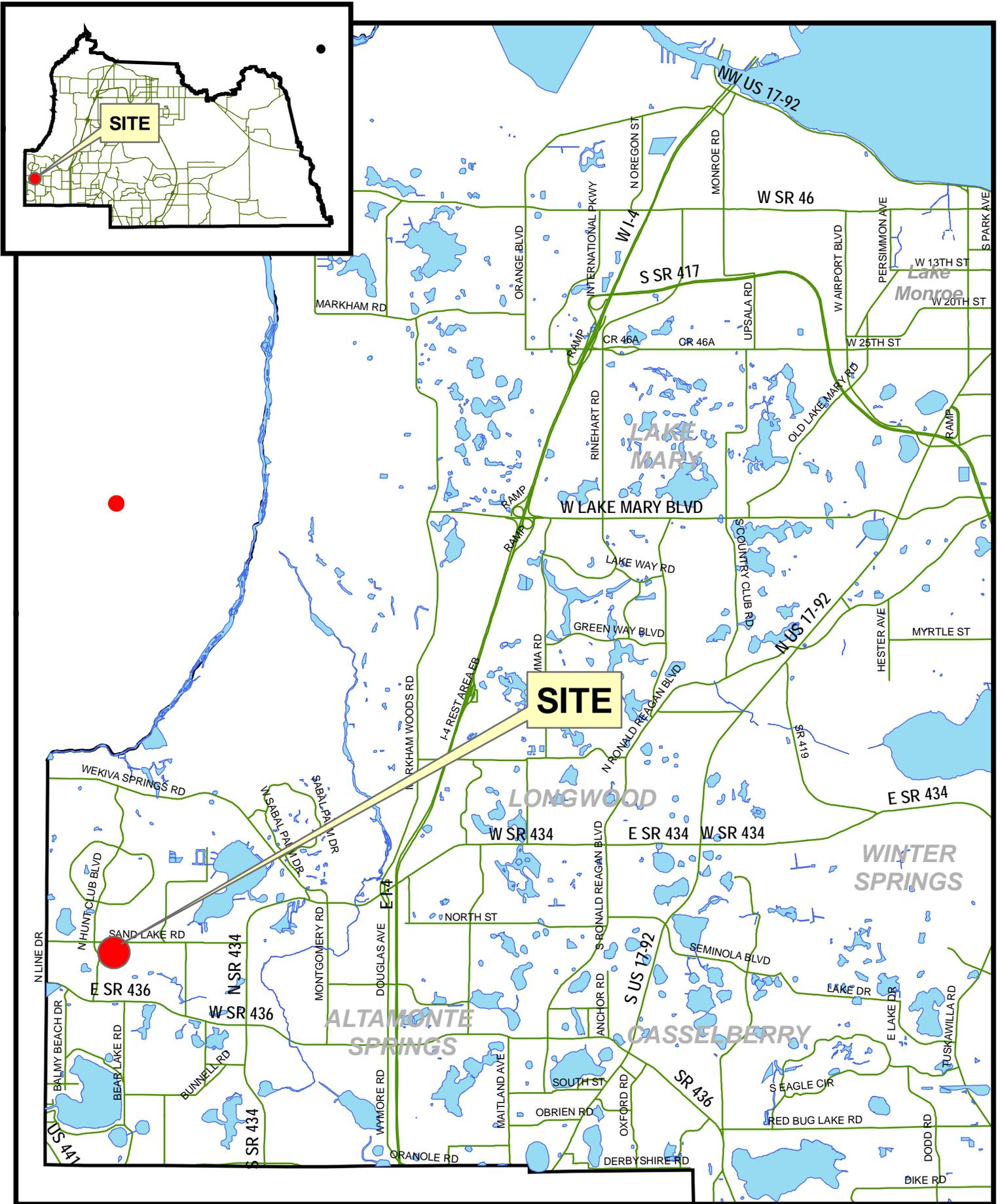
KEY MAP
(NOT TO SCALE)

SHANNON SURVEYING, INC.
499 NORTH S.R. 434, SUITE #2153
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB# 6898



**Bella Vista
Final Plat**





filename: L:/p/projects/p&z/2006/GIS/staff_report_pkgs/sitemaps_large/Z2006-041sitemap.mxd 08/09/06

Bella Vista Final Plat



**Bella Vista
Final Plat**



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Modification #1 to the State of Florida, Dept. of Community Affairs, Shelter Retrofit Agreement

DEPARTMENT: Public Safety

DIVISION: Emergency Management

AUTHORIZED BY:

CONTACT: Steve Watts

EXT: 5131

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Modification #1 of the Shelter Retrofit Agreement between the State of Florida, Department of Community Affairs and Seminole County, which provides for an extension from June 30, 2007 to August 15, 2007. (Steve Watts/Maureen Long)

County-wide

Steve Watts

BACKGROUND:

In September 2006, Seminole County entered into an agreement with the State of Florida, Department of Community Affairs, to receive \$638,448 in grant funding to wind retrofit four schools used as shelters during disaster events (please see attached State-Funded Subgrant Agreement). This grant is a cost-reimbursement grant and no monies have been expended to date.

The State of Florida, Department of Community Affairs (DCA), is agreeable to extending the completion date for this Agreement from June 30, 2007 to August 15, 2007. There is a clause in the modified Agreement (please see attached Modification #1 to Grant Agreement) indicating that fund availability is contingent on budget carry over past June 30, 2007 (the end of the State's fiscal year). However, the County did receive an email from Cherie L. Trainor, Administrator for the Florida Division of Emergency Management, stating that DCA will "certify forward budget authority for a period not to exceed 90 days, therefore, budget authority will be available through 9/30/07 to give us time to close out the contract."

The modification is to extend the end date, due to the work-hour parameters set by the Seminole County School Board. The vendor requires additional time to complete this project due to work being performed only after school hours and on weekends.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute Modification #1 of the Shelter Retrofit Agreement between the State of Florida, Department of Community Affairs and Seminole County, which provides for an extension from June 30, 2007 to August 15, 2007.

ATTACHMENTS:

1. Shelter Retrofit Agreement
2. Shelter Retrofit Modification #1

Additionally Reviewed By:

County Attorney Review (Ann Colby)

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Seminole County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. WHEREAS, the Recipient has been awarded funds for a project(s), which have been evaluated for consistency with criteria established by the Governor and Legislature; and
- B. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- C. WHEREAS, funds used for emergency shelter or critical facility projects are contingent on certification by the Division that the emergency shelter or critical facility complies with, or will comply with upon project completion, the structural considerations of ARC 4496, Standards for Hurricane Evacuation Shelter Selection;
- D. WHEREAS, the Division has authority pursuant to the General Appropriations Act, for the State Fiscal Year 2006-2007, Specific Appropriation 1588, to disburse the funds under this Agreement to eligible recipients under the Local Emergency Management Needs; and
- E. WHEREAS, the Division has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Division and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

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

Both the Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin July 1, 2006 and shall end June 30, 2007, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Division or its designee, Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division, with the following exceptions:

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

(b) The Recipient shall maintain all records, for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

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

(6) AUDIT REQUIREMENTS

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

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

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

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

In the event that the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Division 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 funds received from the Division, 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.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., 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). Additional information on the Florida Single Audit Act may be found at the following website: <http://www.state.fl.us/fsaa/statutes.html>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

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

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

[an electronic copy shall also be submitted to the above office]

and

Division of Emergency Management
Bureau of Compliance Planning and Support
2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department and the Division 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.

5. Recipients, when submitting financial reporting packages to the Department and the Division 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.

(f) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department and the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Department and the Division no later than seven (7) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Division with quarterly reports, and with a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the

expenditure of funds under this Agreement, in addition to such other information as requested by the Division.

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

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

(d) If all required reports and copies, prescribed above, are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES.

"Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work, Attachment A.

(e) The Recipient shall provide such additional program updates or information as may be required by the Division.

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

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Budget and Scope of Work, Attachment A is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in the Budget and Scope of Work, Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), monitoring procedures may include, but not be limited to, on-site visits by Division 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 with all monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY.

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

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

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make any further payment of funds hereunder shall, if the Division so elects, terminate and the Division may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Division may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Division shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with the Division and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Division.

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

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

(11) REMEDIES.

Upon the happening of an Event of Default, then the Division may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

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

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

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

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

1. requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
2. issuing a written warning to advise that more serious measures may be taken if the situation is not corrected,

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

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

(e) Require that the Recipient return to the Division any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program;

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

(g) The pursuit of any one of the above remedies shall not preclude the Division from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Division of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Division hereunder, or affect the subsequent exercise of the same right or remedy by the Division for any further or subsequent default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

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

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

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

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

(13) NOTICE AND CONTACT.

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

(b) The name and address of the Division contract manager for this Agreement is:
Eva Thorpe
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 413-9939
Fax: (850) 488-7842
Email: eva.thorpe@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Stephen Watts, Manager
150 Bush Boulevard
Sanford, Florida 32773
Telephone: (407) 665-5131
Fax: (407) 665-5036
Email: swats@seminolecountyfl.gov

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

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval prior to execution of the subcontract by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all

claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Reports

Attachment D – Justification of Advance

Attachment E – Warranties and Representations

Attachment F - Contractual Forms Packet.

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$638,448.00 subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla. Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash

needs of the Recipient within the first three (3) months of the contract term. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

1. X No advance payment is requested.
2. An advance payment of \$ is requested.

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

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, all obligations on the part of the Division to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Division.

(18) REPAYMENTS

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

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

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

(19) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., the Division shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods

and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Division paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 413-5516.

(20) STANDARD CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Division request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Affairs from all its obligations to the Recipient.

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

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

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

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

(f) 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 a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

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

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

(j) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

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

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

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

(21) STATE LOBBYING PROHIBITION.

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

(22) COPYRIGHT, PATENT AND TRADEMARK

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

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

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Division for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

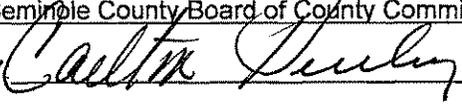
(23) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

RECIPIENT:

Seminole County Board of County Commissioners

BY: 

Name and title: Carlton D. Henley, Chairman

Date: Sept. 21, 2006

FID# 59-6000856

STATE OF FLORIDA

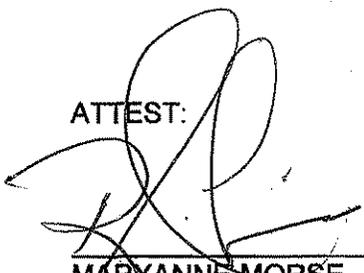
DIVISION OF EMERGENCY MANAGEMENT

BY: 

Name and Title: _____

Date: 10/20/06

ATTEST:



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



EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

None

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

Specific Appropriation 1588

CSFA: 52.024

\$638,448.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Sections 215.555(7)(c) and 215.559, Florida Statutes
2. Chapter 252, Florida Statutes
3. Chapter 287, Florida Statutes
4. Chapter 119, Florida Statutes
5. Chapter 60A-1, Florida Administrative Code
6. Chapter 9G-19, Florida Administrative Code
7. Funding under this Grant is limited to projects for the installation of window and door protection and other types of structural projects.

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

Attachment A

Budget and Scope of Work

A. Proposed Budget

Category	Anticipated Expenditure Amount
Salary and Benefits	
Other Personal/Contractual Services	\$638,448.00
Administrative Expenses (Limited to 5%)	
Expenses	
Operating Capital Outlay	
Fixed Capital Outlay	
Total Expenditures	\$638,448.00

NARRATIVE EXPLANATION AND JUSTIFICATION OF LINE ITEMS:

Agreement funds will be used for the retrofitting of buildings with window/door protection systems on the exterior windows/doors. Upon written request (U.S. Mail, facsimile, e-mail) by the Recipient and written authorization by the Division, surplus funds may be used for:

- \$ retrofitting of buildings located on the same campus
- \$ the purchase/installation of a generator(s)
- \$ pre-wiring for emergency power

At closeout, the Recipient shall provide a breakdown of the actual funds used for each building, the actual costs and building/location of pre-wiring, and the actual costs and serial numbers of each portable generator purchased, if applicable.

B. Scope of Work

The Recipient shall retrofit the following buildings with window/door protection systems on the exterior windows/doors and other types of structural projects, as provided in Paragraph A of this Scope of Work. Funds provided under this Agreement shall be used to purchase and install those systems. **Purchase and/or installation and vendor invoicing shall be completed no later than June 30, 2007.**

The following standards shall apply:

§ All glazed opening products or protective systems purchased and installed as part, or in whole, of this grant have been tested and certified to meet or exceed the minimum performance standards of the SSTD 12, and/or ASTM Standards E 1886 and E 1996. Glazed opening includes, but is not limited to, windows, skylights, and glass block. As an alternative, building opening protective systems and products that have been tested and certified to meet or exceed the minimum performance standards of the most recent editions of the South Florida Building Code for wind resistance structural loads, windborne debris impact, and cyclical loading (Testing Protocols PA 201, PA 202, and PA 203) are acceptable. All glazed opening products and protective systems to be utilized up to and including 30 feet in height above finish grade shall be tested and certified to meet or exceed the large missile impact testing procedures.

§ Each of the buildings listed below complies with, or will comply with (after completion of grant activities), the hazard vulnerability standards established in the American Red Cross' supplement *Standards for Hurricane Evacuation Shelter Selection* (ARC 4496, January 2002) prior to utilization of funds. Failure to supply the above-referenced ARC 4496 documentation, or disapproval of this documentation by the Division, shall result in denial of funding.

School Name/Building Identification	Funds Provided
Lake Brantley HS Bldg 8 -Windows & Door Protection	\$158,404.00
Lake Brantley HS - Bldg 6 window & door protection	\$138,478.00
Lake Brantley HS - Bldg 7 window & door protection	\$150,664.00
Layer ES - 2-story - Shutters doors and glazing at main entry storefront	\$6,325.00
Winter Springs HS - Bldg 4 window and door protection	\$83,577.00
Walker ES -Entry/window protection	\$101,000.00
Total	\$638,448.00

C. Funding Compliance Requirements

1. Funding under this Grant is limited to projects for the installation of window and door protection and other types of structural projects, as provided in Paragraph A of this Scope of Work, for projects listed in the 2005 Shelter Retrofit Report.
2. Administrative Expenses are limited to 5% of the total Agreement amount.
3. If the Recipient succeeds in acquiring products or services for less than the budgeted amount, then it shall notify the Division and request authorization to apply the surplus funds to the project, identifying the proposed use of the surplus funds. If the surplus funds can be applied to enhance the project through acquisition of additional equipment or services that will provide the same benefit as the approved project, then the Division may approve the use of the surplus funds, as provided in Paragraph A of this Scope of Work.

D. Reports and Reimbursement

1. A Quarterly Progress Report is due to be received by the Division no later than 30 days after the end of each quarter of the program year and shall continue to be submitted quarterly until submission of the administrative Final/Close-Out Report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The Quarterly Progress Report shall provide the status of documentation requirements in accordance with the Reporting Schedule in Attachment C, as well as a discussion of significant events or milestones, circumstances affecting completion dates, and any special issues that should be reported on.
2. **Reimbursement may be, and is encouraged to be, requested on a quarterly basis or as needed**, and will be based on expenses as reported and indicated by the submission of the Quarterly Progress Report required by Paragraph 7.(b) and the submission of an approved Financial Report/Reimbursement Request for payment.
3. A full accounting for the expenditures will be contained in the Final/Close-Out Report, which is due 60 days after termination of this Agreement or upon completion of the activities contained in this Agreement. The Final/Close-Out Report shall provide a breakdown of actual funds used for each building, the actual costs and building/location of pre-wiring, and the actual costs and serial numbers of each portable generator purchased, if applicable. Additionally, the Final/Close-Out Report shall indicate the dates and amounts of all reimbursement requests submitted by the Recipient to the Division during the period of the Agreement, the total amount of funds the Recipient received for this project under the Agreement, and the balance of unused funds, if any, that will not be used by the Recipient for this project Agreement and may be deobligated from this project Agreement by the Division.

Attachment B

Program Statutes and Regulations

1. Sections 215.555(7)(c) and 215.559, Florida Statutes
2. Chapter 252, Florida Statutes
3. Chapter 287, Florida Statutes
4. Chapter 119, Florida Statutes
5. Chapter 60A-1, Florida Administrative Code
6. Chapter 9G-19 Florida Administrative Code

ATTACHMENT C

REPORTS

1. Upon acceptance of contract or vendor bid(s) associated with accomplishing this Agreement's Scope of Work—The Recipient shall forward a copy of the accepted bid(s) to the Division via expedient means (i.e., e-mail, facsimile, mail).
2. Within 15 days of the acceptance of all necessary bid(s)—The Recipient shall forward to the Division a revised timeline and budget via expedient means (i.e., e-mail, facsimile, mail).
3. On or before 9/30/06, or during the 1st Reporting Quarter—The Recipient shall provide to the Division a description of shutter/window protection system selected.
4. On or before 9/30/06, or during the 1st Reporting Quarter—The Recipient shall demonstrate that all glazed opening products or protective systems purchased and installed as part, or in whole, of this grant have been tested and certified to meet or exceed the minimum performance standards of the SSTD 12, and/or ASTM Standards E 1886 and E 1996. Glazed opening includes, but is not limited to, windows, skylights, and glass block. As an alternative, building opening protective systems and products that have been tested and certified to meet or exceed the minimum performance standards of the most recent editions of the South Florida Building Code for wind resistance structural loads, windborne debris impact, and cyclical loading (Testing Protocols PA 201, PA 202, and PA 203) are acceptable. All glazed opening products and protective systems to be utilized up to and including 30 feet in height above finish grade shall be tested and certified to meet or exceed the large missile impact testing procedures.
5. During each reporting quarter, as appropriate, the Recipient shall provide to the Division copies of all pertinent building permits.
6. On or Before 6/30/07, upon completion of project and prior to final disbursement of funds—The Recipient shall demonstrate that each of the buildings listed in the Scope of Work complies with, or will comply with (after completion of grant activities), the hazard vulnerability standards established in the American Red Cross' supplement *Standards for Hurricane Evacuation Shelter Selection* (ARC 4496, January 2002) prior to utilization of funds. Failure to supply the above-referenced ARC 4496 documentation, or disapproval of this documentation by the Division, shall result in denial of funding.
7. On or Before 6/30/07, upon completion of project and prior to final disbursement of funds—The Recipient shall provide to the Division a copy of the Certificate of Occupancy/Completion provided by the local building inspector.
8. On or Before 6/30/07, upon completion of project and prior to final disbursement of funds—The Recipient shall provide to the Division photos of work performed, to include installed shutters and/or other structural retrofit and portable generator(s) and/or pre-wiring, if applicable.
9. On or Before 8/30/07, within 60 days after termination of this Agreement—The Recipient shall provide to the Division copies of final vendor(s) invoices and payments made to vendor(s) on retrofits done and the final Financial Report/Reimbursement Request.
10. On or Before 8/30/07, within 60 days after termination of this Agreement—The Recipient shall provide to the Division the Final/Close-Out Report. The Final/Close-Out Report shall provide a breakdown of actual funds used for each building, the actual costs and building/location of pre-wiring, and the actual costs and serial numbers of each portable generator purchased, if applicable. Additionally, the Final/Close-Out Report shall indicate the dates and amounts of all reimbursement requests submitted by the Recipient to the Division during the period of the Agreement, the total amount of funds the Recipient received for this project under the Agreement, and the balance of unused funds, if any, that will not be used by the Recipient for this project Agreement and may be deobligated from this project Agreement by the Division.

ATTACHMENT D

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16)(a)(b), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

<p><input checked="" type="checkbox"/> NO ADVANCE REQUESTED</p> <p>No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.</p>	<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

	DESCRIPTION	(A) FFY 2003	(B) FFY 2004	(C) FFY 2005	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\begin{array}{c}
 \underline{\hspace{10em}} \\
 \text{Cell D3}
 \end{array}
 \times \$ \begin{array}{c}
 \underline{\hspace{10em}} \\
 \text{DEM Award} \\
 \text{(Do not include any match)}
 \end{array}
 = \begin{array}{c}
 \underline{\hspace{10em}} \\
 \text{MAXIMUM} \\
 \text{ADVANCE}
 \end{array}$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- Recipient has no previous DEM contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above. Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	2006-2007 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment E

Warranties and Representations

Financial Management

Recipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify adequately the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (6) Accounting records, including cost accounting records that are supported by source documentation.

Competition.

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. until 5:00 p.m. Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

ATTACHMENT F

CONTRACTUAL FORMS PACKET

(to be mailed with fully executed copy of Agreement)



Eva Thorpe/DCA/FLEOC

10/30/2006 12:16 PM

To swatts@seminolecountyfl.gov

cc

bcc

Subject Shelter Retrofit Reimbursement and Reporting forms -
Contract by DHL



SHELTER RETROFIT Report Forms.doc Mr. Watts, I am sending the shelter retrofit contract by DHL so you should be in receipt by tomorrow. I am forwarding the reimbursement and reporting forms for use -- pls. make copies to use as needed. If you have questions, pls. let me know.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

MODIFICATION #1 TO GRANT AGREEMENT

This Modification is made and entered into by and between the State of Florida, Department of Community Affairs, ("the Department"), and **Seminole County** ("Recipient") to modify DCA Contract Number 07-SR-4P-06-69-01-182, dated July 1, 2006 ("the Agreement").

WHEREAS, the Department and the Recipient have entered into the Agreement, pursuant to which the Department has provided a sub grant of **\$638,448** to Recipient; and

WHEREAS, the Agreement expires on June 30, 2007, and

WHEREAS, the Department and the Recipient desire to modify the Agreement by extending it.

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

1. Paragraph (3) of the Agreement is hereby deleted in its entirety, and the following paragraph substituted in its place and stead for all intents and purposes:

This Agreement shall begin July 1, 2006 and shall end August 15, 2007, unless terminated earlier in accordance with the provisions of paragraphs (9) of this Agreement. Final requests for reimbursement should be submitted no later than fifteen (15) days after the termination date of the contract. **However, availability of funds after June 30, 2007, is contingent upon obtaining budget authority beyond June 30, 2007.** Any requests received after August 30, 2007 may, in the discretion of the Department, not be reimbursed from this Agreement. Reimbursement requests shall not be submitted by facsimile transmission.

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

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set out herein.

RECIPIENT: SEMINOLE COUNTY

BY: _____

NAME & TITLE: Carlton D. Henley, Chairman, Board of County Commissioners

DATE: _____

STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____

NAME & TITLE: W. Craig Fugate, Director of the Division of Emergency Management

DATE: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Resolution – County Incentive Grant Program Agreement Supplemental Amendment Number 2 for the State Road 434 Project from Maitland Boulevard to State Road 436 (Financial Management Number 410520-1-54-01).

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY:

CONTACT: Debbie Rogers

EXT:

MOTION/RECOMMENDATION:

Adopt a resolution and authorize the Chairman to execute the County Incentive Grant Program Agreement Supplemental Amendment Number 2 for the State Road 434 Project (Maitland Boulevard to State Road 436).

(Jerry McCollum)

District 3 Dick Van Der Weide

BACKGROUND:

Seminole County entered into the original County Incentive Grant Program Agreement (CIGP Agreement) with the Florida Department of Transportation (FDOT) on May 25, 2001, to facilitate the widening of State Road 434 from Maitland Boulevard to State Road 436. Under this Agreement, FDOT provided reimbursement funding up to \$650,000 toward the design cost of this project. FDOT awarded the \$650,000 to match a contribution payment of \$650,000 from Gateway Crossings that was to be used exclusively for mitigating their impacts on State Road 434 as determined by the development's concurrency review. On February 28, 2006, the Board approved Supplemental Amendment Number 1 to expand the original scope of the CIGP to include both right-of-way and construction activities. The Board action on April 11, 2006 authorized the County to transfer \$250,000 (the majority of the remaining balance of the Developer's Contribution grant match) to FDOT to be used towards construction of the project. FDOT programmed a corresponding \$250,000 from the CIGP grant, creating a total of \$500,000 towards construction.

The attached CIGP Agreement Supplemental Amendment Number 2 will return to Seminole County \$75,000 to be used for post design services during construction. The \$75,000 is being returned to the County since we have the ongoing contract with the consultant who did the design work for the project. The funds will be available starting July 1, 2007. The normally required 50% match (\$37,500) has already been provided to FDOT by the County as part of the Board action taken April 11, 2006 (copy attached). Therefore, FDOT will be reimbursing the County for 100% of the invoices paid to the consultant, up to \$75,000 for post design services.

A budget amendment request to recognize and allocate these funds in the County budget is part of the Fiscal Services Budget Division consent agenda.

STAFF RECOMMENDATION:

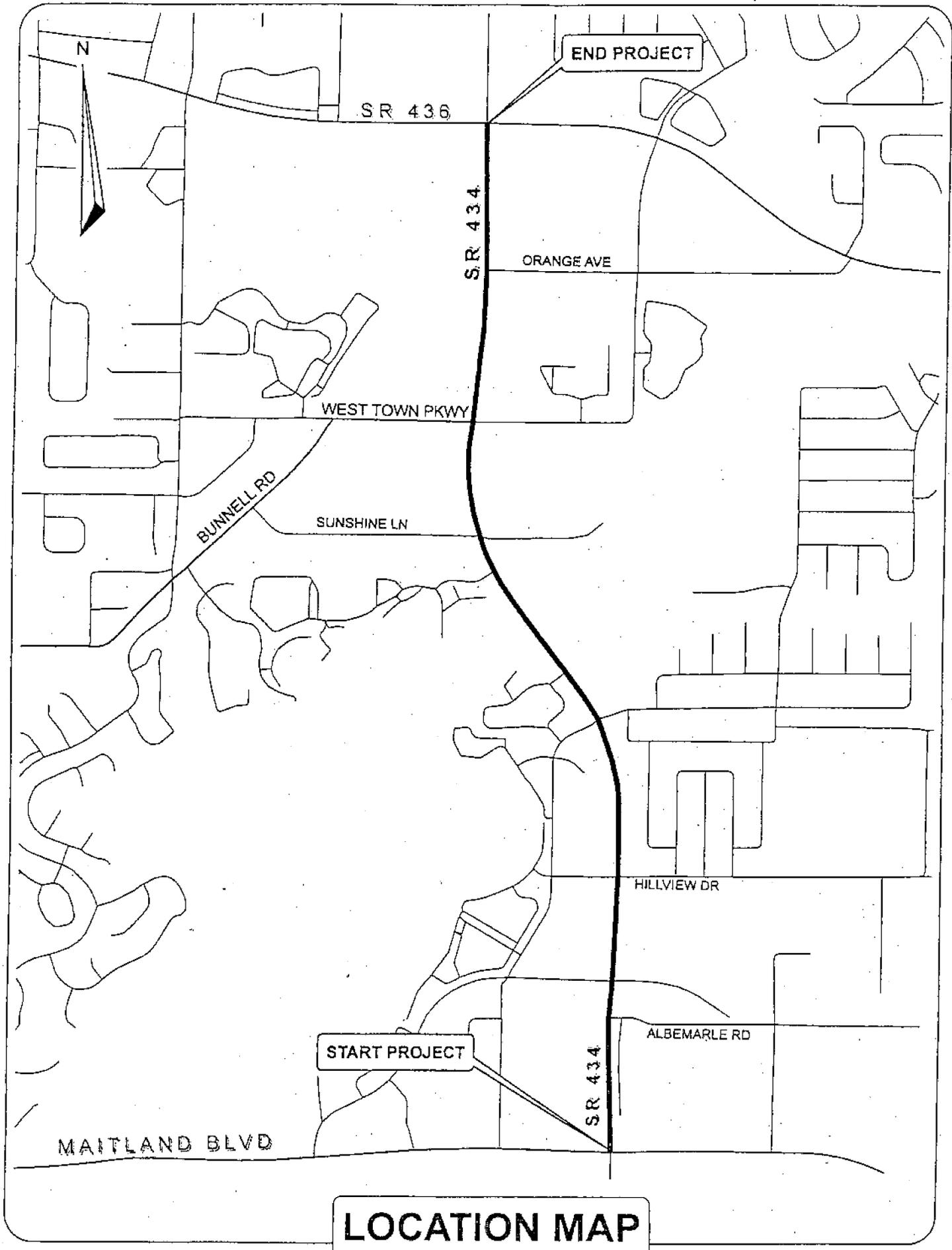
Staff recommends the Board adopt a resolution and authorize the Chairman to execute the County Incentive Grant Program Agreement Supplemental Amendment Number 2 for the State Road 434 Project (Maitland Boulevard to State Road 436).

ATTACHMENTS:

1. Location Map
2. Agreement
3. Backup

Additionally Reviewed By:

- County Attorney Review (Matthew Minter)
- Grant Review (Jennifer Bero, Lisa Spriggs)
- Budget Review (Fredrik Coulter, Lisa Spriggs)



RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 24th DAY OF April, 2007.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the widening of State Road 434 from Maitland Avenue to State Road 436; 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 Supplemental Amendment Number 2 for the State Road 434 project from Maitland Boulevard to State Road 436 known as Financial Management Number 410520-1-54-01;

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 County Incentive Grant Program Agreement Supplemental Amendment Number 2 for the State Road 434 Project from Maitland Boulevard to State Road 436 known as Financial Management Number 410520-1-54-01.

ADOPTED THIS 24th DAY OF April, 2007.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

Carlton D. Henley, Chairman

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
SUPPLEMENTAL AMENDMENT NUMBER 2

EXECUTION DATE: _____

Financial Management Number: 410520-1-54-01 Agency: Seminole County State Road 434 (Maitland Boulevard to State Road 436) Contract No: AJ 766	Fund: CIGP Function: 215 Federal No.: N/A Amendment Amount N/A	FLAIR Approp: 088572 FLAIR Obj.: 750008 Org. Code: 55053010541 Vendor No.: F596000856065
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------

The terms of the original County Incentive Grant Program Agreement, executed on May 25, 2001, are hereby amended as follows:

SEMINOLE COUNTY is hereby authorized to perform additional services as described in Exhibit "A", attached hereto. The contract agreement is amended to include \$75,000.00 in FY 2007. The Department and Seminole County have agreed to expand the original SCOPE AND PERFORMANCE section to include any necessary right of way acquisition, post design and construction activities related to the project scope. This executed Supplemental Amendment will serve as notice that the scope is revised to include right of way, post design and construction activities.

Matching funds required for this supplemental have previously been paid under separate Memorandum of Agreement (MOA) dated May 1, 2006, between the DEPARTMENT and SEMINOLE County.

All services are to be completed on or before June 30, 2009.

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 attachments are hereby incorporated into this Amendment:

Exhibit "A", Scope of Services

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

Name: George Lovett

Title: Director of Transportation Development

Attest:

Executive Secretary

Legal Review: _____

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

Approved as to form and legal sufficiency.

County Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The originally scope identified in Section 1. SERVICES and PERFORMANCE is revised for Seminole County to include:

- 1.) Scope is for Post Design on project FPN 240231-2-52-01
- 2.) Field Meetings with contractor and CEI (minimum of 1 per month for 15 months.
- 3.) Monthly construction assistance (via phone, email or fax).
- 4.) Design reviews and responses to RFI's (Request For Information) from contractor and CEI.
- 5.) Shop drawing reviews (bridge, drainage structures and mast arms.
- 6.) Plan revisions (hard copy and electronic (through PEDDS).

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 28th DAY OF February, A.D., 2006.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the State Road 434 widening (Maitland Boulevard to State Road 436); and

WHEREAS, the State of Florida Department of Transportation and Seminole County executed a County Incentive Grant Program Agreement for the aforementioned project on May 25, 2001, Financial Project Number 410520-1-54-01; 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 Amendment Number 1 to the County Incentive Grant Program Agreement for said project (FDOT Financial Project No. 410520-1-54-01); and

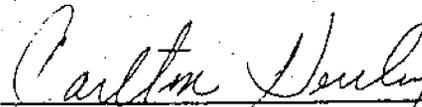
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the County Incentive Grant Program Agreement Amendment Number 1 for the aforementioned project (FDOT Financial Project No. 410520-1-54-01).

ADOPTED THIS 28th DAY OF February A. D., 2006.

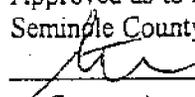
ATTEST:


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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY


Carlton D. Henley, Chairman

Approved as to legality, form and sufficiency for Seminole County, Florida


County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
SUPPLEMENTAL AMENDMENT NUMBER 1

EXECUTION DATE: 3/27/2006

Financial Management Number: 410520-1-54-01	Fund: CIGP Function: 215 Federal No.: N/A Amendment Amount N/A	FLAIR Approp: 088572 FLAIR Obj.: 750008 Org. Code: 55053010541 Vendor No.: F596000856065
Agency: Seminole County Contract No: AJ 766		

The terms of the original County Incentive Grant Program Agreement, executed on May 25, 2001, are hereby amended as follows:

SEMINOLE COUNTY is hereby authorized to perform additional services as described in Exhibit "A", attached hereto. The Department and Seminole County have agreed to expand the original SCOPE AND PERFORMANCE section to include any necessary right of way acquisition or construction activities related to the project scope. This executed Supplemental Amendment will serve as notice that the scope is revised to include right of way and construction activities.

All services are to be completed on or before June 30, 2008.

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.

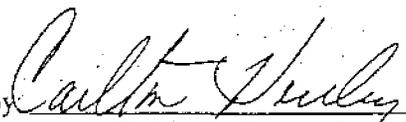
The following attachments are hereby incorporated into this Amendment:

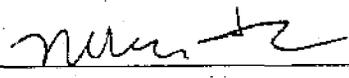
Exhibit "A", Scope of Services

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

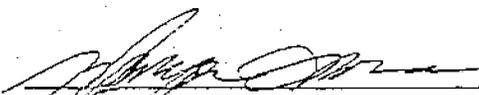
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

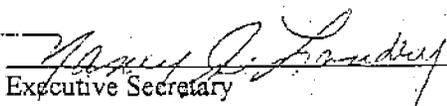
By: 
Carlton D. Henley, Chairman

By: 
Name: Noranne B. Downs, P.E.
Title: Director of Transportation Development

Attest:

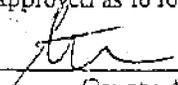
Attest:


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


Executive Secretary

Approved as to form and legal sufficiency.

Legal Review:


County Attorney

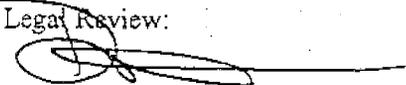


EXHIBIT "A"

SCOPE OF SERVICES

The originally scope identified in Section 1. SERVICES and PERFORMANCE is revised for Seminole County to include:

- 1.) Any activities necessary to complete the acquisition of right of way and construction. FDOT will be the acquiring agent for the acquisition of right of way.

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 8TH DAY OF MAY, A.D., 2000.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the State Road 434 widening (Maitland Boulevard to State Road 436); and

WHEREAS, the State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation the County Incentive Grant Program Agreement for the aforementioned project, FIN Number 410520-1-54-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that Jerry McCollum, P.E., County Engineer, is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the County Incentive Grant Program Agreement for the aforementioned project, FIN Number 410520-1-54-01.

BE IT FURTHER RESOLVED that the aforementioned County Incentive Grant Program Agreement be recorded in the Official Records of Seminole County, Florida.

ADOPTED THIS 8TH DAY OF MAY, A.D., 2001.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY



Maryanne Morse
MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida.

Dick Van Der Weide

Dick Van Der Weide, Chairman

Approved as to Legality, Form and Sufficiency for Seminole County, Florida.

[Signature]

County Attorney

Catalog of State Financial Assistance No. 55.008

Financial Project No 410520-1-54-01
COUNTY: Seminole

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COUNTY INCENTIVE GRANT PROGRAM AGREEMENT

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and Seminole County, hereinafter referred to as the "COUNTY".

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; 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 COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance under Financial Project No. 410520-1-54 for SR 434 from Maitland Blvd to SR 436, hereinafter referred to as the "PROJECT," in accordance with Section 339.2817, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. 2001-R-86 dated the 8th day of May, 2001, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners to enter into this Agreement.

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

1-SERVICES AND PERFORMANCE

- A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of: Conducting a PD & E update and design for the widening from a 4 lane rural section to a six (6) lane section of SR 434 for approximately .175 miles, as further described in Exhibits "A" and "B" attached hereto and made a part here of.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, and standards. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

C. 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 the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. COUNTY shall provide the DEPARTMENT with quarterly progress reports.

D. i). For projects located on the State Highway System, the DEPARTMENT must approve any consultant and/or contractor scope of services including project budget. COUNTY shall obtain DEPARTMENT approval of plans and specifications prior to bidding the project. This provision applies only to projects located on the State Highway System.

ii) The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT as required by Section 2 of the Standard Specification for Road and Bridge Construction (2000), as amended.

E. The COUNTY shall not sublet, assign or transfer any work under this Agreement without prior written consent of the DEPARTMENT.

F. All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:	TO COUNTY:
Florida Department of Transportation	Seminole County Public Works/Engineering Division
133 So. Semoran Blvd.	520 W. Lake Mary Blvd. Ste.200
Orlando, FL 32804	Sanford, FL 32773-0000

2-TERM

A. The COUNTY shall perform the PROJECT activities in accordance with the following schedule:

- a) Design to be completed on or before 9/30/03.
- b) Construction contract to be let on or before N/A.
- c) Construction to be completed on or before N/A.

B. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

BK0271 PG 1 368

3-COMPENSATION AND PAYMENT

A. The parties agree that the estimated total project costs are one million three hundred thousand dollars (\$1,300,000.00). The parties further agree that the DEPARTMENT'S maximum participation is six hundred fifty thousand dollars (\$650,000.00) and all remaining costs of the project will be borne by the COUNTY.

i) The COUNTY shall submit one invoice (4 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing. *(choose one by "X" on line)*

- monthly, or

- quarterly, or

- once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

ii) Any provisions for an advance payment are provided in an Exhibit attached to this agreement.

iii) In the event the COUNTY proceeds with the design, construction and construction engineering inspection services (CEI) of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

iv) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under Section 334.044 (29), Florida Statutes.

C. If this contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

D. The DEPARTMENT's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

E. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

F. Travel costs will not be reimbursed.

G. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

H. Records of costs incurred under terms of this Agreement shall be maintained and made

available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

I. 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. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

J. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

4-INDEMNITY AND INSURANCE

A. i) To the extent allowed by Section 768.28, Florida Statutes, the COUNTY hereby agrees to indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the COUNTY, its officers, agents, employees, contractors/subcontractors, consultants/subconsultants or due to any negligent act or occurrence of omission or commission of the COUNTY, its officers, agents, employees, contractors/subcontractors, consultants/subconsultants. Neither COUNTY nor any of its officers, agents, employees, contractors/subcontractors, consultants/subconsultants will be liable under this section for the negligence of the DEPARTMENT or any of its officers, agents or employees.

ii) The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees. Neither the contractor/consultant, nor any of its officers, agents or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents or employees."

B. **LIABILITY INSURANCE.** The COUNTY shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT's Standard Specification for Road and Bridge Construction (2000), as amended.

C. **WORKER'S COMPENSATION.** The COUNTY shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

5-COMPLIANCE WITH LAWS

A. The COUNTY shall 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 the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract for purposes other than those set out in Section 337.274, Florida Statutes.

E. Recipients of state funds are to have audits done annually using the following criteria.

State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding state agency.

In the event that a recipient expends \$300,000 or more in State awards during its fiscal year, the recipient must have a state single or program specific audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.600, Rules of the Auditor General.

If a recipient expends less than \$300,000 in State awards during its fiscal year, an audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.600, Rules of the Auditor General is not required. If a recipient expends less than \$300,000 in State awards during its fiscal year and elects to have an audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.600, Rules of the Auditor General, the cost of the audit must be paid from non-State funds.

Reporting Packages and management letters generated from audits conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.600, Rules of the Auditor General shall be submitted to the awarding FDOT office, by the recipient, within 30 days of receiving it. The aforementioned items are to be received by the appropriate FDOT office no later than 9 months after the end of the recipient's fiscal year.

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 finding is required. Current year audit findings require corrective action and status of finding.

Project records shall be retained and available for at least 3 years from the date the audit report is issued. 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 workpapers shall be given FDOT, the Comptroller, and the Office of the Auditor General.

The recipient shall submit required audit documentation as follows:

A Financial Reporting Package of audits conducted in accordance with Section 215.97, Florida Statutes, and *Chapter 10.600, Rules of the Auditor General* shall be sent to:

State of Florida Auditor General
Attn: Ted J. Sauerbeck
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32302-1450

6-TERMINATION AND DEFAULT

A. This Contract may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to

terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Contract may be canceled by the COUNTY upon (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

7-MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained 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. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with

the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with Section 6.

H. 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.

EXHIBIT "A"

FM NO: 410520-1-54-01

County Incentive Grant Program

PRIORITY 1 for FY 00/01

STATE ROAD 434

Maitland Boulevard to State Road 436

- (a) Name and address of applicant: Jerry McCollum, P.E.
Seminole County Engineer
520 W. Lake Mary Boulevard, Suite 200
Sanford, FL 32773

- (b) Project Description:

The existing roadway is a four-lane rural section carrying 46,600 cars per day. This project consists of widening State Road 434 to six lanes between Maitland Boulevard and State Road 436, a distance of approximately 1.75 miles. The project is located in southwestern Seminole County, in the Altamonte Springs area, west of Interstate 4. The existing right of way will accommodate the roadway widening, however, additional right of way may be required to upgrade the stormwater treatment.

Project Location Map: See attached map, Location F

Detailed description of the project for improving traffic flow and reducing traffic congestion of the state highway system:

State Road 434 is an important north/south road connecting Seminole and Orange Counties. It serves as an alternate to Interstate 4, which will be crucial during the upcoming Interstate 4 construction for maintenance of traffic. By providing an additional two lanes on SR 434, the roadway's Level of Service (LOS) will dramatically improve from the current LOS "E/F" to LOS "C". The FDOT John Young Parkway project will connect to State Road 434 at State Road 424, providing a continuous connection through Orange County and relieve area congestion during the reconstruction of Interstate 4.

- (c) Identification of whether the project is in the Department's Five Year Work Program and if so, provide the work program item number:

The project is not in the FDOT's Five Year Work Program.

- (d) Certification from the chief financial officer of the County that sufficient matching funds are available:

The County certifies that \$650,000 will be available in January of 2001 from a developer's commitment for the PD&E and design phases of this project. (see attached Exhibit 1)

- (e) Details of which project phases are included in the request for matching funds, an accounting of the current stage of project development and a schedule of future project development:

We are requesting a match of 50% of the PD&E and design costs, which are estimated at \$1,300,000. This estimate was developed in conjunction with FDOT staff. *Therefore, the total amount requested is \$650,000 in FY 00 01.* We have secured a commitment from a developer for the remaining \$650,000. If money is remaining after design, any remaining funds would be used for right-of-way acquisition.

Once the money is secured, the County would update the FDOT PD&E study and then complete the design phase. We expect to complete the PD&E update and design approximately two years after consultant selection. We will pursue funding of the remaining right-of-way (if needed) and construction through FDOT's Five-Year Work Program or other Grant sources.

- (f) An accounting of expenditures to date for each project phase and a current cost estimate for each project phase:

The County has not made any expenditures on this project other than staff time during the planning phase. The current cost estimate for the PD&E update and design is \$1.3M. The cost estimate for right-of-way acquisition and construction combined is \$9,100,000.

- (g) Certification that the project is consistent with the Florida Transportation Plan, the Comprehensive Plan of the Metropolitan Planning Organization where applicable and any local government comprehensive plan:

As shown in Table 1, this project meets the above requirement.

- (h) If the project is not located on the state highway system, a justification report detailing how the project will alleviate the need for construction or improvements to the state highway system by reducing traffic congestion, and quantitatively estimate the improvement through traffic capacity and/or increased level of service afforded the affected state highway:

The project is located on the state highway system. This improvement will improve the existing LOS "E/F" to LOS "C" and will also provide capacity for future growth.

(i) Any other relevant information necessary to assure compliance with the eligibility requirements and to meet the ranking criteria.

1. The extent to which the project will encourage, enhance, or create economic benefits:

Currently, the City of Altamonte Springs is executing a major public/private development plan east of State Road 434 and north of Maitland Boulevard that is planned for 2.4M sq. ft. of commercial/retail/office, 100,000 sq. ft. of light industrial, 1,100 multi-family units and 400 hotel rooms by 2020. Improvements to this segment would clearly benefit access and thus aid in the viability of the plan.

Other proposed commercial, retail and industrial development in the immediate and surrounding areas necessitates improvement of this north/south corridor. Site developers and corporate relocation consultants note that increased traffic congestion and extended commute times are primary concerns during the site selection process.

2. The likelihood that assistance would enable the project to proceed at an earlier date than the project would otherwise proceed:

Without this grant money, the project would not be further studied or designed until funding was found. Since the project is not in the FDOT's Five Year Work program (FY 00/01 to FY 04/05) and the County does not have any allotted funds, the PD&E/design would likely not begin until at least FY 05/06, which is after the Interstate 4 interim improvements will have been initiated. With this funding, the updated PD&E and the design phase would begin in FY 00/01.

Updating the PD&E Study and completing design for this project will define the ultimate improvements for this roadway which will allow the County and the City to accurately quantify private sector contributions to construction.

3. The extent to which assistance would foster innovative public-private partnerships and attract private debt or equity investment:

The County has secured a commitment from a developer for \$650,000. The agreement was made with the understanding that the County would diligently pursue the remaining funds needed to begin the PD&E/design phase.

4. The extent to which the project uses new technologies, including intelligent transportation systems, which would enhance the efficiency of the project:

We will provide fiber optic conduit within the roadway right-of-way. The County is also upgrading all of the signalized intersections to include ITS compatible architecture.

5. **The extent to which the project helps to maintain or protect the environment:**

The existing drainage through most of the project corridor is routed through swales. As part of this project, we would upgrade the drainage by retaining all of the stormwater runoff.

6. **The extent to which the project includes transportation benefits for improving intermodalism and safety:**

Additional lanes will result in a higher level of service, which will contribute to reduced accidents. A widening project, in addition to providing increased capacity, also provides an opportunity to correct any existing safety problems. The project will be done in conjunction with FDOT's Bicycle and Pedestrian Coordinator so that we provide opportunities for non-motorized travel.

The widening will be accomplished either concurrent with or in advance of a federal, state, county and Altamonte Springs funded North Orange/South Seminole ITS Circulator System. One of the main alignments of this system will be located along State Road 434. Widening State Road 434, in conjunction with development of this transit system, maximizes previous state investment in the transit system and helps provide congestion management relief for local trips which otherwise would use the roadway. Dedicated lanes will be constructed as part of the ITS Circulator System. Updating the PD&E and completing the roadway design to accommodate future transit increases exponentially the positive impacts of this grant request.

SUMMARY

STATE ROAD 434 Maitland Boulevard to State Road 436

A. Key Benefits of the Improvement:

- Improve existing Level of Service from "E/F" to "C"
- Maintenance of Traffic Relief for Future Interstate 4 Work
- Direct Improvement to the State Highway System
- Area Traffic Congestion Relief
- Accommodates Future Transit System

B. Grant Amount Requested:

- \$650,000 in Fiscal Year 2000/2001

C. Funds to be applied to:

- State Road 434 from Maitland Boulevard to State Road 436

STATE / LOCAL PLAN STATUS

PROJECT: STATE ROAD 434

LIMITS: Maitland Boulevard to State Road 436

LANAGE: 6-Lanes

STATUS	YES	NO	PLAN TO BE AMENDED
STATE / LOCAL			
Florida Transportation Plan	X		
FDOT 5 year Work Program		X	
County Comprehensive Plan	X (Page P-27)		
County Capitol Improvement Program	NA		
METRO PLAN			
2020 Plan	X		
2020 Financially Feasible Plan	X		
TRANSPORTATION IMPROVEMENT PROGRAM			
Transportation Improvement Program FY 2001-2005			
Funded Priority FY 2005-2015	X *		
Unfunded Priority FY 2015 - Beyond			

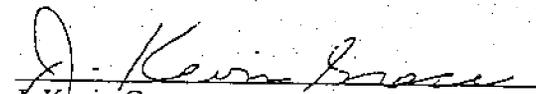
* Priority Number 10

County Incentive Grant Program

As the County Manager, I certify that Seminole County has sufficient matching funds for the following Capital Improvements Program (CIP) project.

Project: State Road 434 from Maitland Boulevard to State Road 436

Fiscal Year: 2000/2001 (\$650,000 from a developer commitment in January 2001)


J. Kevin Grace,
County Manager

9-25-00
Date

BK 0 2 7 1 . PG 1 3 8 3

EXHIBIT 1

Project: SR 434
FM No.: 410520-1-54-01

EXHIBIT "B"
PROJECT SCOPE AND PROJECT RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Seminole County dated _____

PROJECT SCOPE:

The project consists of providing engineering services to complete the PD&E update and final design for 6-laning SR 434 using an open drainage system. Providing a curb and gutter section is not a part of the agreement. This grant does not include construction, therefore any references to construction in the agreement are not applicable.

PROJECT RESPONSIBILITIES:

FDOT will perform the PD&E update. Seminole County's consultant will provide the necessary engineering support for the PD&E update and will provide the final design.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: State Road 434 – Six Laning from Maitland Boulevard to State Road 436

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

AUTHORIZED BY: *W. Gary Johnson* **CONTACT:** *Co-Co Wu*, P.E. **EXT.** 5707
W. Gary Johnson, P.E., Director *Jerry McCollum, P.E., County Engineer*

Agenda Date <u>04/11/06</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Authorize issuance of a check payable to the Florida Department of Transportation, as a required 50% County Incentive Grant Program matching fund, for the construction of State Road 434 six laning from Maitland Boulevard to State Road 436 (Financial Project Number 410520-1-54-01), and authorize payment of incidental expenses associated with acquisition of necessary easements.

District 3 – Commissioner Dick Van Der Weide

(Jerry McCollum, P.E., County Engineer)

BACKGROUND:

Seminole County entered into the original County Incentive Grant Program Agreement (CIGP Agreement) with the Florida Department of Transportation (FDOT) on May 25, 2001, to facilitate the State Road 434 widening from Maitland Boulevard to State Road 436. Under this Agreement, the FDOT provides reimbursement funding up to \$650,000 toward the design cost of this project. At the February 28, 2006 meeting, the Board approved Supplemental Amendment Number 1 to expand the original scope of the CIGP to include both right-of-way and construction activities. The supplemental agreement was executed on March 27, 2006.

Reviewed by:	<u><i>J.J.</i></u>
Co Atty:	<u> </u>
DFS:	<u> </u>
Other:	<u> </u>
DCM:	<u> </u>
CM:	<u><i>J.J.</i></u>
File No.	<u>CPWE02</u>

The FDOT awarded this grant to match a contribution payment of \$650,000 from Gateway Crossings for mitigating their impacts on State Road 434 as a result from concurrency review of the development. As a mitigation condition for concurrency, the contribution payment from Gateway Crossings is required to be spent on pre-construction or construction activities for this project.

The FDOT has scheduled to advertise this project for construction on May 11, 2006, and they anticipate the construction to start in October 2006. To ensure sufficient funding for the construction, FDOT will, according to the scope in Supplemental Amendment Number 1, transfer \$250,000 of CIGP funds in the FDOT's Work Program to the construction phase of this project, and the County will provide FDOT the required 50% CIGP matching fund of \$250,000 from the Gateway Crossing's contribution payment.

The remaining balance in the CIGP agreement and in the Gateway Crossing's contribution payment is to be applied to right-of-way and post design services for this project. The FDOT has reached an agreement with property owners for all easements required for this project. The only anticipated costs for the easements are incidental fees for review of dedication documents by the property owners' attorneys and lending institutions. Payment of those incidental costs will be processed by staff upon receipt of invoices through the FDOT.

Attachments: Location Map
FDOT Cover Letter
Resolution and Supplemental Amendment Number 1
Original Resolution and County Incentive Grant Program Agreement

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Brown/Hattaway property

DEPARTMENT: County Attorney's Office

DIVISION:

AUTHORIZED BY:

CONTACT: Sharon Sharrer

EXT:

MOTION/RECOMMENDATION:

Litigation

Brown/Hattaway property. Approve proposed negotiated settlement relating to Parcel No. 109 on the Cross Seminole Trail Phase III project (from Longwood-Lake Mary Road to Big Tree Park). The proposed settlement is at the total sum of \$20,756.00 inclusive of all compensation to the owner, attorney fees and costs. Judge Galluzzo.

District 4 Carlton D. Henley

BACKGROUND:

see attached

ATTACHMENTS:

1. Brown/Hattaway

Additionally Reviewed By:

No additional reviews



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney *MM*

FROM: David G. Shields, Assistant County Attorney *DGS*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department *PH*
David Martin, Principal Engineer/Special Projects/Engineering *DM*

DATE: March 23, 2007

SUBJECT: Settlement Authorization
Cross Seminole Trail Phase III project
Parcel No.: 109
Owner(s): Matthew T. Brown and James M. Hattaway
Seminole County v. Brown, et al.
Case No. 2006-CA-2674-13-L

This memorandum requests settlement authorization by the Board of County Commissioners (BCC) as to Parcel No. 109 on the Cross Seminole Trail project. The recommended settlement is at the total sum of \$20,756.00 inclusive of all compensation to the owners, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay in the referenced case as to Parcel No. 109 allocated as follows:

\$12,500.00 land value
\$ 3,000.00 attorney's fees; and
\$ 5,256.00 expert fees costs

I THE PROPERTY

A. Location Data

The property is located at the southeast corner of the signalized intersection of General Hutchison Parkway and Ronald Reagan Boulevard in Longwood, Florida. See Location Map (Exhibit A) and Parcel Sketch (Exhibit B).

B. Address

1790 Timocuan Way
Longwood, Florida 32750

C. Description

The parent tract consists of 37,026 square feet and is improved with an automobile paint and body shop.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2005-R-238 on December 20, 2005, authorizing the acquisition of the referenced property, and finding that construction of the Cross Seminole Trail project is necessary and serves a county and public purpose and is in the best interests of the citizens of Seminole County. The Order of Take occurred on March 2, 2007, with title vesting in Seminole County on March 8, 2007, the date of the good faith deposit in the amount of \$10,700.00.

III ACQUISITION/REMAINDER

The proposed acquisition consists of 933 square feet and is a strip take in the northeast corner of the site (at the intersection of General Hutchinson Parkway and Timocuan Way). The recreational easement is necessary to construct and maintain a recreational trail. There is no fee taking of the property; therefore, the fee ownership remains 37,026 square feet.

IV APPRAISED VALUES

The County's initial appraised value of Parcel No. 109 was \$8,200.00. The County's appraisal was prepared by Cuddeback & Associates, Appraisal Services, P.A., and was approved by the County's MAI designated staff appraiser. The appraisal was updated for the order of taking hearing and opined value as of January 17, 2007, at \$10,700.00.

The owners did not perform an appraisal report but did consult with an appraiser and an engineer.

V BINDING OFFER/STATUS OF THE CASE

The County's initial written offer was \$8,200.00. The owners countered at \$15,950.00 with several contingencies, including: a request for right-in/right-out access to Ronald Reagan Boulevard which was declined; a request that the easement area still count toward setback, greenspace and other development rights which was agreed to; a

request regarding stormwater which was partially agreed to, and a few other miscellaneous matters.

VI ATTORNEY'S FEES AND COSTS

A. Attorney's Fees. The statutorily computer attorney fee would have been \$1,419.00. The \$3,000.00 for attorney fees was provided as part of the overall settlement as an incentive to settle early and without running up additional appraisal and other expert fees. The additional expert fees could have been well in excess of the difference between \$3,000.00 and the statutory fee and the County probably would have had to pay for them.

B. Cost Reimbursements. The owners claimed costs totaling \$5,256.00 are reasonable.

VII RATIONALE AND COST CONTROL

Although the owners did not provide a formal appraisal report, they provided an initial counteroffer of \$15,950.00 to the County's initial \$8,200.00 offer, which was apparently based on the advice of their appraiser. Through negotiation following the County's updated \$10,700.00 appraisal, the parties agreed to \$12,500.00 for the recreational trail easement acquisition. The midpoint between the County's updated appraisal at \$10,700.00 and the owners' \$15,950.00 counteroffer is \$13,325.00. The proposed settlement of \$12,500.00 for land value is below midpoint and therefore is reasonable under the circumstances of this case.

There is no reason to believe that a formal appraisal report from the owners would not have resulted in a value of \$15,950.00. However, a formal written report would likely have increased the owners' appraisal costs drastically, perhaps by several thousands of dollars.

VIII COST AVOIDANCE

By this settlement, the County avoids all additional costs associated with litigation. This also closes out the last parcel needed for this phase of the Cross Seminole Trail project.

IX RECOMMENDATION

County staff recommends that the BCC approve this negotiated settlement at \$20,756.00, inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay in the relating to the referenced parcel.

DGS/dre

Two (2) Attachments:

Location Map (Exhibit A)

Sketch (Exhibit B)

SKETCH OF DESCRIPTION
PARCEL 109

LINE TABLE		
LINE	LENGTH	BEARING
L1	24.71'	S 00°31'19" E
L2	37.61'	S 89°28'41" W
L3	25.00'	N 00°05'11" W
L4	37.42'	N 89°54'49" E



POINT OF BEGINNING
 NE CORNER OF LOT 1, SPRING
 HAMMOCK INDUSTRIAL PARK, PLAT
 BOOK 19, PAGE 83, PUBLIC RECORDS
 OF SEMINOLE COUNTY, FLORIDA

NORTH LINE OF LOT 1

GENERAL HUTCHISON PARKWAY

RIGHT OF WAY VARIES PER F.D.O.T. RIGHT OF WAY MAP
 FOR COUNTY ROAD NO. 427, DATED SEPTEMBER 1993

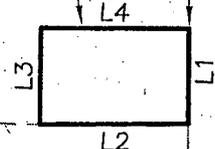
STATE ROAD S 427
 100' RIGHT-OF-WAY

SOUTHERLY RIGHT-OF-WAY LINE

109

MATTHEW T BROWN & JAMES M HATTAWAY
 OFFICIAL RECORD BOOK 2483/1939

SPRING HAMMOCK INDUSTRIAL PARK
 PLAT BOOK 19, PAGE 83
 LOT 1

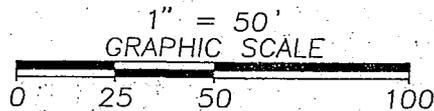


EAST LINE OF LOT 1
 TIMOCUAN WAY
 50.00' RIGHT OF WAY

LOT 3

LOT 2

LEGEND :
 L1 = LINE NUMBER



Drawing No. 48869089
 Job No. 48869
 Date: 08/16/2004
 SHEET 2 OF 2
 See Sheet 1 for Description

SOUTHEASTERN SURVEYING & MAPPING CORP.
 6500 All American Boulevard
 Orlando, Florida 32810-4350
 (407)292-8580 fax(407)292-0141
 Cert. No. LB-2108
 email:info@southeasternsurveying.com

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: JZ Riders, Inc.

DEPARTMENT: County Attorney's Office

DIVISION:

AUTHORIZED BY:

CONTACT: Sharon Sharrer

EXT:

MOTION/RECOMMENDATION:

Property Acquisition

JZ Riders, Inc. property. Approve and execute purchase agreement relating to Parcel Numbers 148/748 of the County Road 15 (Monroe Road) improvement project, located at 450 Monroe Road, Sanford, Florida, for \$80,000.00, with no fees or expenses incurred by the property owner.

District 5 Brenda Carey

BACKGROUND:

see attached

ATTACHMENTS:

1. JZ Riders, Inc.

Additionally Reviewed By:

No additional reviews



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney *M. G. Minter*

FROM: Neil Newton, Major Project Acquisition Coordinator *N*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department *PH for PH*
David V. Nichols, P.E., Principal Engineer/Engineering *DN for DN*

DATE: March 22, 2007

SUBJECT: Purchase Agreement Authorization
Owners: JZ Riders, Inc.
Parcel Nos. 148/748
County Road 15 (Monroe Road)

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel Nos. 148/748. The parcel is required for the County Road 15 improvement project. The purchase price is \$80,000.00, with no fees or costs incurred by the property owner.

I THE PROPERTY

A. Location Data

The property is located at the southwest corner of County Road 15 (Monroe Road) and Orange Boulevard in Seminole County. The vacant site is zoned Planned Commercial Development with Higher Intensity Planned Development – Target Industry.

1. Location Map (Exhibit A);
2. Sketch (Exhibit B); and
3. Purchase Agreement (Exhibit C)

B. Address

Monroe Road
Sanford, FL 32771

C. Description

The parent tract is a 10.202 gross acre site with 3.576 usable acres irregular in shape. Improvements within the area include sod, driveway, sign and landscaping.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2006-R-114 on May 9, 2006, authorizing the acquisition of Parcel Nos. 148/748, and finding that the improvements are necessary and serve a County and public purpose and are in the best interests of the citizens of Seminole County.

III ACQUISITION/REMAINDER

The taking for the roadway project 3,181 square feet along the eastern property line of the parent tract along County Road 15. The remainder area after the taking is 10.129 acres.

IV APPRAISED VALUE

The County's appraised value amount is \$49,400.00. Florida Realty Analysts, Inc., prepared the County's appraisal and the County's MAI designated staff appraiser approved the report.

V BINDING OFFER/NEGOTIATIONS

On December 12, 2006, the BCC authorized a binding written offer at \$56,450.00. Thereafter, County staff, through its acquisition consultant, negotiated this proposed purchase agreement settlement with the owner to purchase the needed property for \$80,000.00.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

This proposed settlement amount, although \$23,550.00 more than the County's binding written offer amount, is reasonable under the circumstances inherent in the condemnation process. If this property proceeds to condemnation, litigation costs and costs to update the appraisals on both sides will have to be paid by the County. These costs would easily exceed the difference in additional settlement funds proposed to be paid. The property owners have not hired an attorney or experts, the costs for which the County would be obligated to pay.

The cooperative purchase of the property through this proposed settlement is in the best interests of the citizens of Seminole County.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of \$80,000.00, with no fees or expenses incurred by the property owners.

NN/lpk

Attachments:

Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

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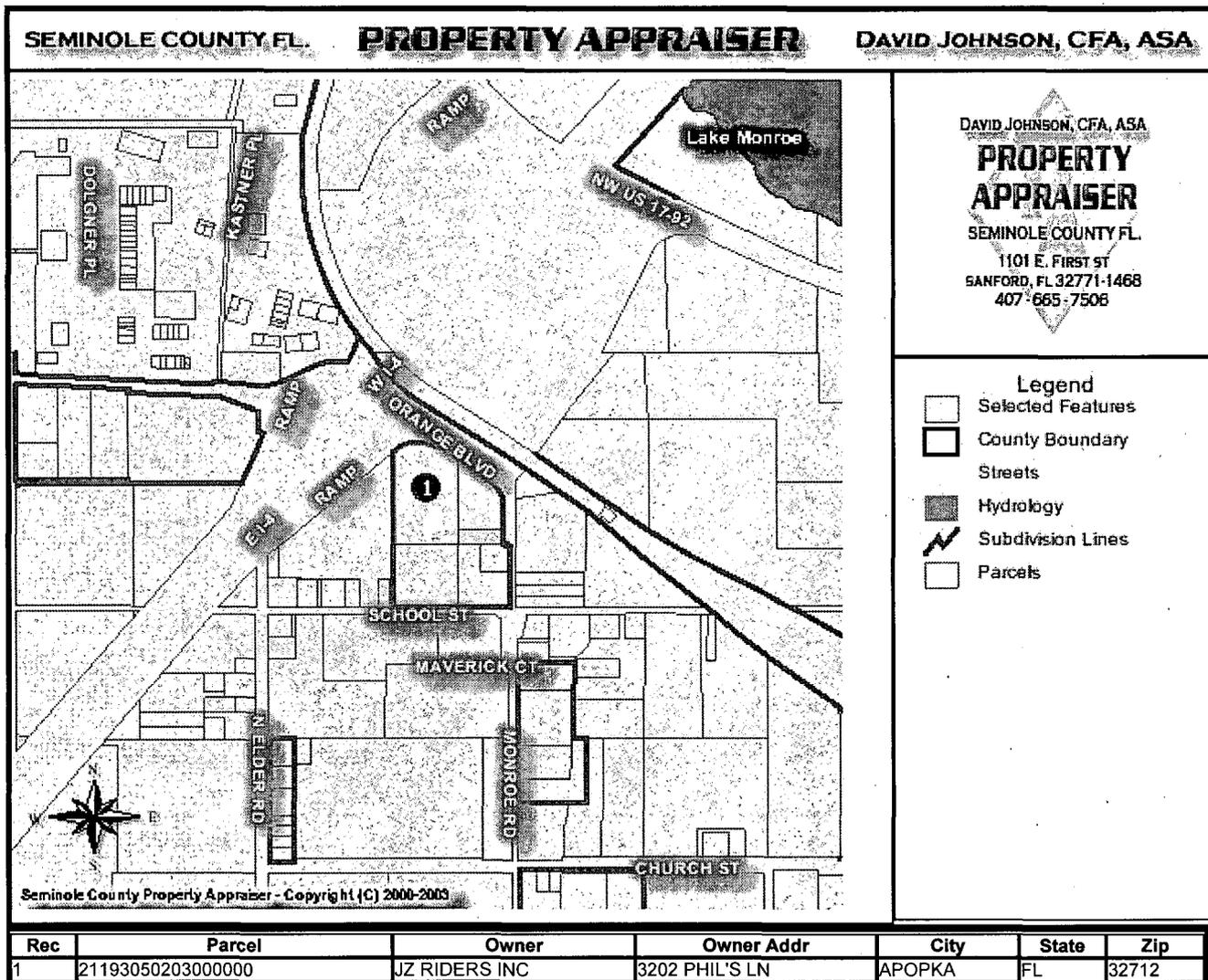


EXHIBIT A

PURCHASE AGREEMENT
FEE SIMPLE/TEMPORARY CONSTRUCTION EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS EASEMENT is made and entered into this ____ day of _____, 2007, by and between JZ RIDERS, INC., whose address is 3202 Phil's Lane, Apopka, Florida 32712, hereinafter referred to as "OWNER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY requires the hereinafter described property for construction and maintenance of an authorized road project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained OWNER hereby agrees to sell and convey, and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTIONS

PARCEL NO. 148
FEE SIMPLE

COUNTY ROAD 15

That portion of Lot 4, Block 5, Town of Monroe, according to the plat thereof, as recorded in Plat Book 1, Page 97, Public Records of Seminole County, Florida, and vacated right-of-way, according to resolution, as recorded in Official Record Book 579, Page 546, being more particularly described as follows:

Commence at the Southeast corner of Lot 4, Block 8, said Town of Monroe, said point being on the Westerly existing right-of-way line of County Road 15, according to the Florida Department of Transportation Right of Way Map, Section 77530-2604; thence North 00°16'37" West, along said Westerly existing right-of-way line, a distance of 315.04 feet to the centerline of said vacated right of way; thence North 89°21'52" West, along said Westerly existing right of way line and along said centerline, a distance of 18.00 feet for a **POINT OF BEGINNING**; thence departing said Westerly existing right of way line, continue North 89°21'52" East, along said centerline, a distance of 37.50 feet; thence departing said centerline, North 00°16'37" West, a distance of 84.54 feet; thence North 89°43'25" East, a distance of 37.50 feet to the aforementioned Westerly existing right of way line; thence South 00°16'37" East, along said Westerly existing right of way line, a distance of 85.13 feet to the **POINT OF BEGINNING**.

Containing 3,181 square feet, more or less.

TOGETHER WITH

**PARCEL NO. 748
TEMPORARY CONSTRUCTION EASEMENT**

COUNTY ROAD 15

That portion of vacated right-of-way, according to resolution, as recorded in Official Record Book 579, Page 546, South of Block 5, Town of Monroe, according to the plat thereof, as recorded in Plat Book 1, Page 97, Public Records of Seminole County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 4, Block 8, said Town of Monroe, said point being on the Westerly existing right-of-way line of County Road 15, according to the Florida Department of Transportation Right of Way Map, Section 77530-2604; thence North 00°16'37" West, along said Westerly existing right-of-way line, a distance of 315.04 feet to the centerline of said vacated right of way; thence North 89°21'52" West, along said centerline, a distance of 55.51 feet for a **POINT OF BEGINNING**; thence continue North 89°21'52" East, along said centerline, a distance of 5.00 feet; thence departing said centerline; run North 00°16'37" West, a distance of 6.92 feet; thence North 89°43'23" East, a distance of 5.00 feet; thence South 00°16'37" East, a distance of 7.00 feet to the **POINT OF BEGINNING**.

Containing 35 square feet, more or less.

**Parcel I.D. Numbers: 21-19-30-502-0500-0040
 21-19-30-502-0300-0000
 16-19-30-5AC-0000-0120**

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above-described property by Warranty Deed on Parcel No. 148, free of liens and encumbrances, and by Temporary Construction Easement on Parcel No. 748 unto COUNTY for the sum of EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever. OWNER agrees to execute a Temporary Construction Easement for a period of five (5) years from date of commencement of construction of the County Road 15 project. See Exhibit A attached, Temporary Construction Easement.

(b) COUNTY shall only be responsible for the following closing costs: recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

(c) OWNER shall be responsible for OWNER's own attorney's fees, all costs to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and the OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned closing costs and pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II. above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the COUNTY's designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY's closing agent that a closing is ready to occur.

(b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing on this purchase. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters and other similar items included in the purchase price, as well as the land itself, shall be preserved in the normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.

(c) Any and all encroachments existing upon the property other than those improvements included in the purchase price are to be removed at the expense of the OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the properties which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a warranty deed, also include the covenant of further assurances.

(f) The OWNER shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.

(g) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

(h) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY, this Agreement shall survive the filing of any eminent domain action by the COUNTY and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters in any condemnation proceeding initiated by the COUNTY relating to the real property herein described. The OWNER agrees that, in accordance with any request made by the COUNTY, the OWNER shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNER agrees not to oppose the COUNTY's condemnation proceedings in any way. The OWNER, may however, assert OWNER's rights against other claimants in apportionment proceedings.

(i) The OWNER shall indemnify and save the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with this Agreement or in any act or omission in any manner related to said Agreement.

(j) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

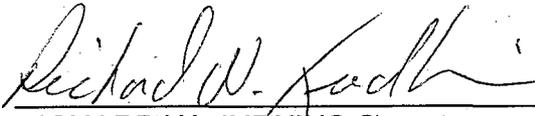
(k) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY, which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective name on the date first above written.

[Balance of this page intentionally blank; signatory page follows]

ATTEST:

JZ RIDERS, INC.


RICHARD W. JUDKINS Secretary

By: 
JEROME ZEBROWSKY, President

(CORPORATE SEAL)

Date: 2/19/07

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON D. HENLEY, Chairman

Date: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2007, regular meeting.

County Attorney

NN/lpk
12/20/06

PARCEL NO. 748
TEMPORARY CONSTRUCTION EASEMENT
COUNTY ROAD 15
JZ RIDERS, INC.

THIS INSTRUMENT PREPARED BY:
NEIL NEWTON, MAJOR PROJECT ACQUISITION COORDINATOR
COUNTY ATTORNEY'S OFFICE
1101 E. FIRST STREET
SANFORD, FL 32771

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this ____ day of _____, 2007, between JZ RIDERS, INC., whose address is 3202 Phil's Lane, Apopka, Florida 32712, hereinafter referred to as 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 GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE permission, to be exercised during the period of construction of the County Road 15 road improvement project, to enter upon the following described lands:

PARCEL NO. 748
TEMPORARY CONSTRUCTION EASEMENT

COUNTY ROAD 15

That portion of vacated right-of-way, according to resolution, as recorded in Official Record Book 579, Page 546, South of Block 5, Town of Monroe, according to the plat thereof, as recorded in Plat Book 1, Page 97, Public Records of Seminole County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 4, Block 8, said Town of Monroe, said point being on the Westerly existing right-of-way line of County Road 15, according to the Florida Department of Transportation Right of Way Map, Section 77530-2604; thence North 00°16'37" West, along said Westerly existing right-of-way line, a distance of 315.04 feet to the centerline of said vacated right of way; thence North 89°21'52" West, along said centerline, a distance of 55.51 feet for a **POINT OF BEGINNING**; thence continue North 89°21'52" East, along said centerline, a distance of 5.00 feet; thence departing said centerline, run North 00°16'37" West, a distance of 6.92 feet; thence North 89°43'23" East, a distance of 5.00 feet; thence South 00°16'37" East, a distance of 7.00 feet to the **POINT OF BEGINNING**.

Containing 35 square feet, more or less.

Parcel I.D. Numbers: 21-19-30-502-0500-0040
21-19-30-502-0300-0000
16-19-30-5AC-0000-0120

for the purpose of tying in and harmonizing the elevation of said property with the construction to be undertaken by the GRANTEE on the County Road 15 road improvement project.

THIS EASEMENT is granted upon the condition that the sloping and/or grading upon the above land shall not extend beyond the limits outlined above, and that all grading or sloping shall conform to all existing structural improvements within the limits designated. Additionally, as to tying in, harmonizing, construction and all other uses to which the property is put by the GRANTEE, at, or upon the completion of work provided herein, the easement area will be restored by the GRANTEE, to the conditions prior to this easement, except for any improvements that may be constructed by the GRANTEE in connection with the use of this easement.

THIS EASEMENT shall expire upon completion of this transportation project, but not later than five (5) years from date of commencement of construction of the County Road 15 road improvement project; provided, however, that the GRANTEE covenants that existing structures and drainage flow ways and patterns will not be altered or impeded by the GRANTEE in any way.

GRANTOR covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to provide further assurances to the GRANTEE if necessary.

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year first above written.

ATTEST:

JZ RIDERS, INC.

STEPHANIE A. LAWSON, Secretary

By: _____
JEROME ZEBROWSKY, President

[Corporate Seal]

Date: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by JEROME ZEBROWSKY, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Print Name: _____
Notary Public in and for the County and State
Aforementioned
My Commission Expires:

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Third Amended Resolution of Necessity

DEPARTMENT: County Attorney's Office **DIVISION:**

AUTHORIZED BY: **CONTACT:** Sharon Sharrer **EXT:**

MOTION/RECOMMENDATION:

Property Acquisition

Adopt Third Amended Resolution of Necessity relating to the County Road 15 road improvement project. The project extends from S.R. 46 to Orange Boulevard (1.15 miles).

District 5 Brenda Carey

BACKGROUND:

see attached

ATTACHMENTS:

1. Third Amended Resolution of Necessity

Additionally Reviewed By: No additional reviews



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Board of County Commissioners

From: Matthew G. Minter, Deputy County Attorney *MGM*
Ext. 5736

Concur: Pam Hastings, Administrative Manager/Public Works Department
David V. Nichols, Principal Engineer/Engineering Division *DVN* 3-27-07

Date: March 28, 2007

Subject: Third Amended Resolution of Necessity
County Road 15

Due to the revision of the legal description for Parcel No. 101 needed for the referenced road project, this Third Amended Resolution of Necessity is submitted for approval by the Board of County Commissioners. This revision does not change the size/area of the acquisition parcel.

MGM/lpk

Attachment

Third Amended Resolution of Necessity

RESOLUTION NO. ____R-____

SEMINOLE COUNTY, FLORIDA

**THIRD AMENDED RESOLUTION OF NECESSITY
(COUNTY ROAD 15 ROAD IMPROVEMENT PROJECT)**

**THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF
COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT
ITS REGULARLY SCHEDULED MEETING OF _____,
2007.**

WHEREAS, the Board of County Commissioners of Seminole County desires to accomplish and implement sound transportation planning and provide a sound transportation system in Seminole County for the benefit of the citizens of Seminole County; and

WHEREAS, the safe, efficient and uninterrupted transportation of people and property from place to place on the County Road System of Seminole County is a matter of great concern to the people of the County and is necessary to ensure the smooth operation of commerce and other activities within Seminole County; and

WHEREAS, the constitutional home rule powers of Seminole County, the Florida Transportation Code as listed in Section 334.01, Florida Statutes and other applicable law including, but not limited to, Chapter 125, Florida Statutes, invest authority over the County road system of Seminole County in the County; and

WHEREAS, the elimination of safety hazards in existing and future transportation facilities within Seminole County is of utmost concern and permits the full utilization of such facilities by the traveling public; and

WHEREAS, it is necessary, beneficial and desirable that any transportation facility in developed or developing areas of the County has an adequate right-of-way in order to accommodate the roadway and its appurtenant facilities to decrease the likelihood of accidents and to increase the safety of travel within and upon such facilities; and

WHEREAS, County Road 15 (C-15) from S.R. 46 to Orange Boulevard (1.15 miles), hereinafter "C-15 project," is an existing roadway in the County road system that traverses a developing area with a high volume of traffic; and

WHEREAS, this Third Amended Resolution of Necessity is necessary to amend Resolution of Necessity Number 2006-R-114, that was approved and adopted by the Board of County Commissioners of Seminole County on May 9, 2006, which pertains to certain parcels to be acquired for C-15 road improvements; and

WHEREAS, the existing right-of-way along the proposed roadway is inadequate for proper utilization by current and projected vehicular traffic volumes. Additional traffic lanes and improved drainage facilities are necessary to reduce safety hazards and improve traffic flow. The property hereinafter described is being acquired for use as right-of-way for new sections of roadway, additional traffic lanes and improved drainage facilities on C-15 to be used by the public in general. Said property hereinafter described is necessary for roadways, rights-of-way, drainage facilities, construction

easements and related facilities for the use of the general public including, but not limited to, rights-of-way, drainage facilities and other roadway improvements; and

WHEREAS, Seminole County has heretofore caused the roadway's area of construction to be located and surveyed and has caused a right-of-way map for the section of the C-15 project hereinabove described to be prepared, based upon and incorporating the survey and location data; and

WHEREAS, modified or revised legal descriptions of certain properties needed for the said C-15 project have been prepared based upon the aforementioned survey and location data and the right-of-way map; and

WHEREAS, the Board of County Commissioners of Seminole County desires to adopt a Third Amended Resolution of Necessity for the C-15 project to modify or revise the legal descriptions for the parcel identified herein needed for the C-15 project; and

WHEREAS, the Board of County Commissioners of Seminole County desires to utilize the provisions of Florida law to the fullest extent possible in order to accomplish the public purpose of acquiring necessary parcels of real property at prices that are both fair to property owners and prudent in terms of spending the tax revenues and other public funds which fund the transportation projects of the County; and

WHEREAS, the Board of County Commissioners of Seminole County hereby determines that the actions taken herein are consistent with the goals, policies and objectives of the Seminole County Comprehensive Plan;

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

Section 1. The above recitals are adopted as findings and incorporated into the text of this Resolution.

Section 2. It is necessary, serves a County and public purpose, and is in the best interests of the citizens of Seminole County and the traveling public to widen the road and improve the appurtenant drainage facilities on or relating to the C-15 project in order to enhance public transportation within Seminole County, to alleviate traffic congestion and to increase the safety of travel along said road.

Section 3. That the acquisition of the property described in Exhibit "A" attached hereto consisting of 4 pages and identified as Exhibit "A", 000001-000004, is hereby ratified and confirmed and found to be necessary for said improvements to the extent of the estate or interest set forth as a part of each parcel's description. The Board of County Commissioners of Seminole County hereby finds and determines that the acquisition of this parcel serves a County and public purpose.

Section 4. The estates or interests sought to be condemned by these proceedings designated as Parcel No. 101 are to be acquired in fee simple for road construction and related purposes all being associated with roadway improvements for the C-15 project.

Section 5. The County Engineer or his designee is hereby delegated the authority to amend the construction plans for the C-15 project and is authorized to bind the County to construct the C-15 project in accordance with the construction plans as amended from time to time. This authority shall encompass any change considered necessary in the discretion of the County Engineer or his designee, with the exception of changes in the typical section or alignment approved by the Board of County Commissioners of Seminole County.

Section 6. That the County Attorney's Office is hereby authorized and directed to institute a suit or suits in the name of Seminole County and fully exercise Seminole County's power of eminent domain for the purpose of acquiring the parcel described in Exhibit "A" attached hereto to the extent of the estate or interest set forth as a part of the parcel's description and is further authorized and directed to do all things necessary to prosecute such suit or suits to final judgment by settlement or adjudication. In pursuit of such authorization and direction, the County Attorney's Office is specifically authorized to sign and file a Declaration of Taking so that Seminole County may avail itself of the provisions of Chapter 74, Florida Statutes, and is further authorized to accomplish the acquisition of the parcel by settlement and compromise at such terms that it may deem advisable under the circumstances of the litigation in those instances where same can be effected in accordance with any terms, conditions and limitations as established from time to time by the Board of County Commissioners of Seminole County. The County Attorney's Office is authorized and directed to utilize and assert any and all constitutional and statutory authority of Seminole County and the Board of County Commissioners of Seminole County relative to the acquisition of the subject parcel including, but not limited to, the provisions of Chapters 73, 74, 127, and 332, Florida Statutes, as well as the provisions of the Florida Transportation Code referred to in the recitals to this Third Amended Resolution.

Section 7. Prior to the institution of any suits filed by the County Attorney's Office, the County Attorney or his designee is authorized to negotiate for the purchase and sale of any of the property described in Exhibit "A" at a value consistent with the authority granted by the Board of County Commissioners of Seminole County and to

bring back for execution by the Chairman or, in his absence, the Vice Chairman, without further Board action, the Agreement to consummate the sale to Seminole County.

Section 8. This Resolution amends Resolution of Necessity Number 2006-R-114 and the First Supplemental and First Amended Resolution of Necessity Number 2006-R-271 by amending the legal descriptions for Parcel No. 101. All legal descriptions being attached hereto as Exhibit "A". The remaining provisions of Resolution of Necessity Number 2006-R-114 and the First Supplemental and First Amended Resolution of Necessity Number 2006-R-271 are hereby ratified and affirmed.

ADOPTED this _____ day of _____, 20_____.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

MGM/lpk
3/26/07

Attachment:
Exhibit A – legal descriptions 000001-0000004

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EXHIBIT A

R/W Project: County Road 15
R/W Parcel: 101
Title Search #: 101
Fee Simple

Part A

AREA BY ORDER OF DEVELOPMENT RECORDED IN OFFICIAL RECORDS BOOK 3688, PAGE 1194, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

A portion of:

Lot G, the North 307.30 feet of Lot K and that part of Lot H, lying East of centerline of creek, Land Colonization Company Limited, W. Beardall's Map of St. Joseph's, according to the plat thereof, as recorded in Plat Book 1, Page 114, of the Public Records of Seminole County, Florida.

Being a portion of those lands recorded in Official Records Book 3605, Page 553, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot K, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida; thence North 89°58'30" East, along the North line of said Lot K, a distance of 619.42 feet for a **POINT OF BEGINNING**; thence continue North 89°58'30" East, along North lot line, a distance of 11.43 feet to the Westerly maintained right-of-way line of County Road 15, according to Map Book 3, Page 8, Public Records of Seminole County, Florida; thence departing said North lot line, run along said Westerly maintained right-of-way line the following (4) four courses and distances; South 00°16'24" East, a distance of 86.75 feet; South 01°14'50" East, a distance of 100.01 feet; South 00°59'14" West, a distance of 100.01 feet; South 01°18'16" East, a distance of 20.58 feet to the South line of the North 307.30 feet of said Lot K; thence departing said Westerly maintained right-of-way line, South 89°58'30" West, along said South line, a distance of 11.91 feet to a point on the West line of Development Order #99-493, as recorded in Official Records Book 3688, Page 1194, Public Records of Seminole County, Florida; thence departing said South line, run North 00°09'31" West, along said West line, a distance of 307.30 feet to the **POINT OF BEGINNING**.

Containing 3744 square feet, more or less.

And Also:

Part B

A portion of:

Lot G, the North 307.30 feet of Lot K and that part of Lot H, lying East of centerline of creek, Land Colonization Company Limited, W. Beardall's Map of St. Joseph's, according to the plat thereof, as recorded in Plat Book 1, Page 114, of the Public Records of Seminole County, Florida.

Being a portion of those lands recorded in Official Records Book 3605, Page 553, Public Records of Seminole County, Florida, being more particularly described as follows:

000001

R/W Project: County Road 15
R/W Parcel: 101
Title Search #: 101
Fee Simple

Commence at the Northwest corner of Lot G, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida; thence North 89°58'30" East, along the North line of said Lot G and the South right-of-way line of Narcissus Avenue, a distance of 609.23 feet for a **POINT OF BEGINNING**; thence continue North 89°58'30" East, along North lot line and said South right-of-way line, a distance of 25.55 feet to the Westerly maintained right-of-way line of County Road 15, according to Map Book 3, Page 8, Public Records of Seminole County, Florida; thence departing said North lot line, run along said Westerly maintained right-of-way line the following (8) eight courses and distances; South 03°52'45" West, a distance of 31.89 feet; South 00°47'20" East, a distance of 100.00 feet; South 00°31'44" West, a distance of 100.00 feet; South 00°23'16" East, a distance of 99.99 feet; South 00°38'37" West, a distance of 100.00 feet; South 00°14'33" West, a distance of 99.99 feet; South 00°06'05" East, a distance of 99.99 feet; South 00°16'24" East, a distance of 13.24 feet to the South line of said Lot G; thence departing said Westerly maintained right-of-way line, South 89°58'30" West, a distance of 21.43 feet to a point on the West line of Development Order #99-1154, as recorded in Official Records Book 3688, Page 1212, Public Records of Seminole County, Florida; thence North 00°09'31" West, along said West line, a distance of 645.00 feet to the **POINT OF BEGINNING**.

Containing 14,784 square feet, more or less.

And Also:

Part C

A portion of:

Lot G, the North 307.30 feet of Lot K and that part of Lot H, lying East of centerline of creek, Land Colonization Company Limited, W. Beardall's Map of St. Joseph's, according to the plat thereof, as recorded in Plat Book 1, Page 114, of the Public Records of Seminole County, Florida.

Being a portion of those lands recorded in Official Records Book 3605, Page 553, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot K, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida; thence North 89°58'30" East, along the North line of said Lot K, a distance of 609.42 feet for a **POINT OF BEGINNING**; thence continue North 89°58'30" East, along North lot line, a distance of 10.00 feet to a point on the West line of Development Order #99-493, as recorded in Official Records Book 3688, Page 1194, Public Records of Seminole County, Florida; thence departing said North lot line, South 00°09'31" East, along said West line, a distance of 307.30 feet to the South line of the North 307.30 feet of said Lot K; thence departing said West line, South 89°58'30" West, along said South line, a distance of 15.35 feet; thence departing said South line, North 15°29'01" East, a distance of 19.85 feet; thence North 00°09'31" West, a distance of 288.17 feet to the **POINT OF BEGINNING**.

000002

Sheet 3 of 4

R/W Project: County Road 15
R/W Parcel: 101
Title Search #: 101
Fee Simple

Containing 3124 square feet, more or less.

And Also:

Part D

A portion of:

Lot G, the North 307.30 feet of Lot K and that part of Lot H, lying East of centerline of creek, Land Colonization Company Limited, W. Beardall's Map of St. Joseph's, according to the plat thereof, as recorded in Plat Book 1, Page 114, of the Public Records of Seminole County, Florida.

Being a portion of those lands recorded in Official Records Book 3605, Page 553, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot G, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida; thence North 89°58'30" East, along the North line of said Lot G and the South right-of-way line of Narcissus Avenue, a distance of 579.68 feet for a **POINT OF BEGINNING**; thence continue North 89°58'30" East, along North lot line and said South right-of-way line, a distance of 29.56 feet; thence departing said North lot line and said South right-of-way line, South 00°09'31" East, a distance of 29.49 feet; North 45°09'34" West, a distance of 41.80 feet to the **POINT OF BEGINNING**.

Containing 436 square feet, more or less.

Subject to:

An unrecorded 10' Utility Easement dated August 28, 2000 from West Lake Super Center Partners, Ltd. To Florida Public Utilities Company

Bellsouth Blanket Easement per Official Records Book 3826, Page 1323

For Sketch of Description see Sheets 4 and 5 of 13 of Right-of-Way map.

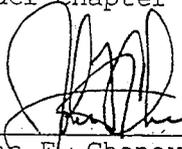
I hereby certify that, to the best of my knowledge and belief, the attached legal description of Parcel 101 is true, accurate, and were prepared under my direction and is based upon the Right of Way maps for C.R. 15 (Upsala Road) as prepared by Walter J. Smith, Professional Surveyor and Mapper No. 4807, Dated July 29, 2006.

000003

Sheet 4 of 4

R/W Project: County Road 15
R/W Parcel: 101
Title Search #: 101
Fee Simple

I further certify that this legal description is in accordance with the Technical Standards adopted by the Florida Board of Surveyors and Mappers under Chapter 61G17-6, F.A.C.



John F. Cheney
Professional Surveyor and Mapper No. 4286
Bowyer-Singleton & Associates, Inc.
520 S. Magnolia Avenue
Orlando, Florida 32801

Date: 2/7/07

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGAL DESCRIPTION IS NOT A SURVEY

000004

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Von Companies, Inc.

DEPARTMENT: County Attorney's Office

DIVISION:

AUTHORIZED BY:

CONTACT: Sharon Sharrer

EXT:

MOTION/RECOMMENDATION:

Property Acquisition

Von Companies, Inc. property. Approve and execute purchase agreement relating to Parcel Numbers 118/718 of the County Road 15 (Monroe Road) improvement project, located at 451 Monroe Road, Sanford, Florida, for \$220,000.00, with no fees or expenses incurred by the property owner.

District 5 Brenda Carey

BACKGROUND:

see attached

ATTACHMENTS:

1. Von Companies, Inc.

Additionally Reviewed By:

No additional reviews



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney *M. G. Minter to Minter*

FROM: Neil Newton, Major Project Acquisition Coordinator *N*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
David V. Nichols, P.E., Principal Engineer/Engineering *DVN 3-20-07*

DATE: March 20, 2007

SUBJECT: Purchase Agreement Authorization
Owners: Von Companies, Inc.
Parcel Nos. 118/718
County Road 15 (Monroe Road)

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel Nos. 118/718. The parcel is required for the County Road 15 improvement project. The purchase price is \$220,000.00, with no fees or costs incurred by the property owner.

I THE PROPERTY

A. Location Data

The property is located at the southeast corner of County Road 15 (Monroe Road) and Iowa Avenue in Seminole County. The site is zoned A-1, Agriculture District with Higher Intensity Planned Development – Target Industry.

1. Location Map (Exhibit A);
2. Sketch (Exhibit B); and
3. Purchase Agreement (Exhibit C)

B. Address

485 Monroe Road
Sanford, FL 32771

C. Description

The parent tract before the taking is 9.548 acres. The area of taking includes landscaping, planting beds, pipe, irrigation, pavement, concrete, fencing and gates.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2006-R-114 on May 9, 2006, authorizing the acquisition of Parcel Nos. 118/718, and finding that the improvements are necessary and serve a County and public purpose and are in the best interests of the citizens of Seminole County.

III ACQUISITION/REMAINDER

The taking for the roadway project is 31,601 square feet (.725 acres) along the western property line of the parent tract along County Road 15. The remainder area after the taking is 8.823 acres.

IV APPRAISED VALUE

The County's appraised value amount is \$167,700.00. Florida Realty Analysts, Inc., prepared the County's appraisal and the County's MAI designated staff appraiser approved the report.

V BINDING OFFER/NEGOTIATIONS

On December 12, 2006, the BCC authorized a binding written offer at \$190,550.00. Thereafter, County staff, through its acquisition consultant, negotiated this proposed purchase agreement settlement with the owner to purchase the needed property for \$220,000.00.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

This proposed settlement amount, although \$29,450.00 more than the County's binding written offer amount, is reasonable under the circumstances inherent in the condemnation process. If this property proceeds to condemnation, litigation costs and costs to update the appraisals on both sides will have to be paid by the County. These costs would easily exceed the difference in additional settlement funds proposed to be paid. The property owners have not hired an attorney or experts, the costs for which the County would be obligated to pay. Additionally, please note that the property owner of these parcels has donated to the County Parcel 133/733 of the County Road 15 road improvement project. The appraised value of those donated parcels was \$85,000.00.

The cooperative purchase of the property through this proposed settlement is in the best interests of the citizens of Seminole County.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of \$220,000.00, with no fees or expenses incurred by the property owners.

NN/lpk

Attachments:

Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

P:\Users\lkennedy\My Documents\ACQ\C 15\Von Companies 118 718 Agenda Item.doc

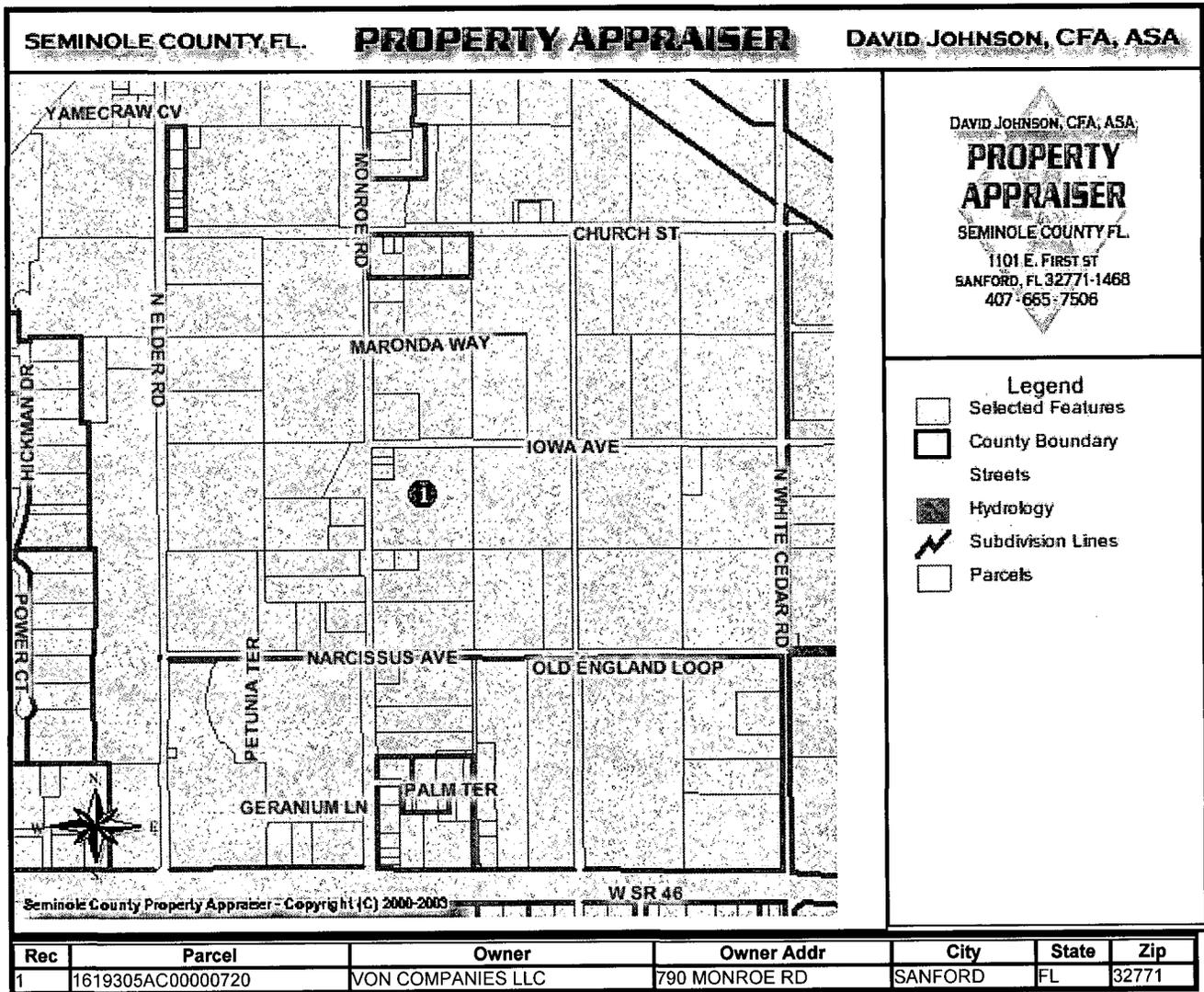


EXHIBIT A

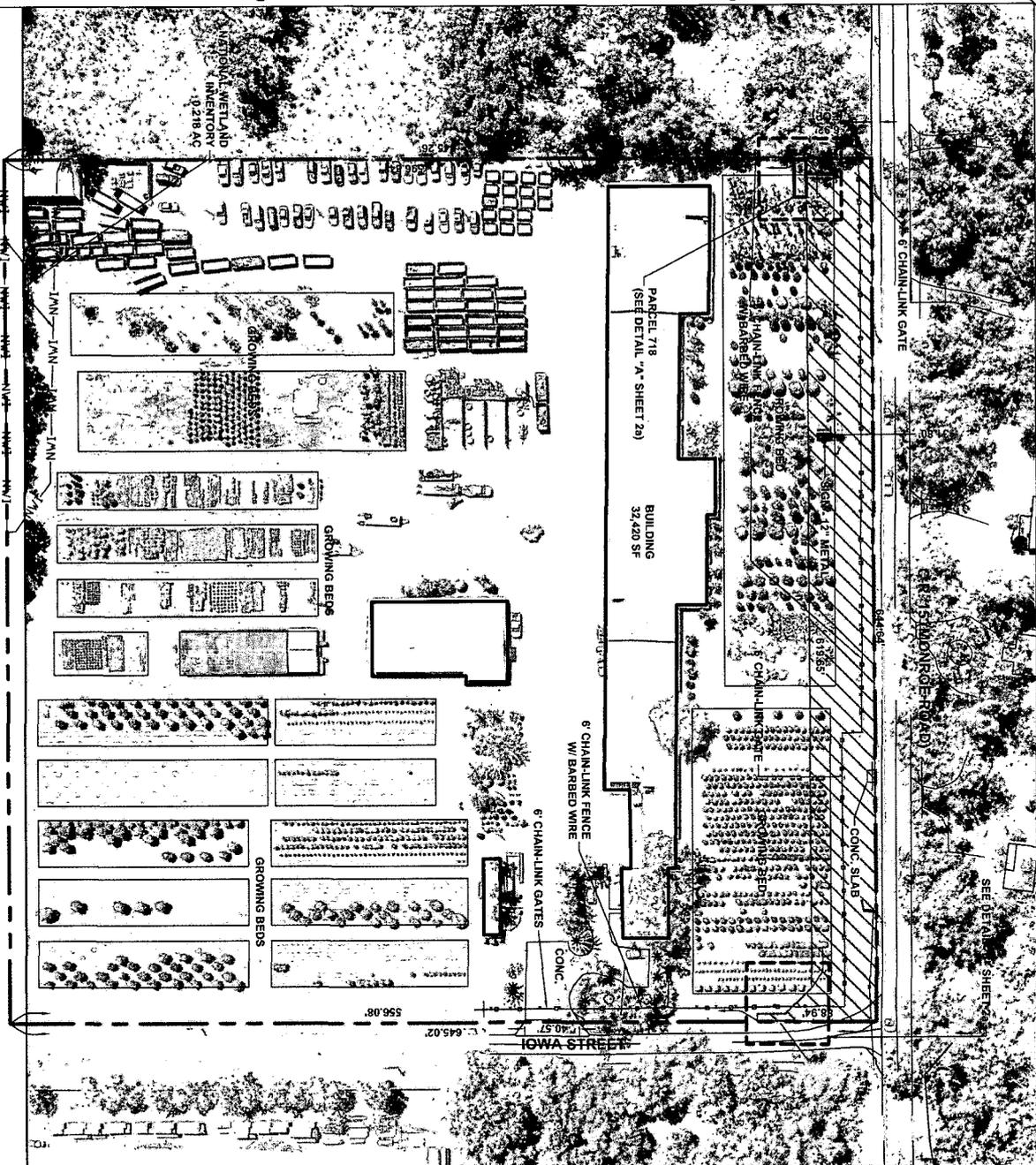


EXHIBIT B

PROPERTY LINE	---	9.548 AC
PARCEL 118	▨	AREA OF TAKE (31,601 SF) 0.725 AC
PARCEL 718	▩	AREA OF TCE (249 SF) 0.005 AC
		REMAINDER TRACT 8.823 AC



PARENT TRACT : WITH TAKING SHOWN

PARCEL 118/718
C.R. 15 / MONROE ROAD
SEMINOLE CO., FLORIDA

SCALE AS SHOWN	
DRAWN: PHE	APPROVED: JMS
CHECKED: DCD	APP. DATE: 10/24/06

gal consultants
516 East South Street
Orlando, Florida 32801
407-423-8398

SHEET 2
PROJECT NUMBER
ADDRESS
FILE NAME: par118-718.dwg

**PURCHASE AGREEMENT
FEE SIMPLE/TEMPORARY CONSTRUCTION EASEMENT**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS EASEMENT is made and entered into this _____ day of _____, 2007, by and between VON COMPANIES LLC, whose address is 790 Monroe Road, Sanford, Florida 32771, hereinafter referred to as "OWNER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY requires the hereinafter described property for construction and maintenance of an authorized road project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained OWNER hereby agrees to sell and convey, and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTIONS

**PARCEL NO. 118
FEE SIMPLE**

COUNTY ROAD 15

That portion of Lot 72, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Lot 82, W. Beardall's Map of St. Joseph's, said point being on the Northerly right-of-way line of Narcissus Avenue; thence South 89°58'24" West, along said Northerly right-of-way line and the South line of said Lot 82, a distance of 645.51 feet to the Easterly existing right of way line of County Road 15 and the Southwest corner of said Lot 82; thence departing said Northerly right-of-way line and said South lot line, North 00°09'48" West, along said Easterly existing right-of-way line and the West line of Lot 82, said W. Beardall's Map of St. Joseph's, a distance of 644.64 feet to the Southwest corner of Lot 72, said W. Beardall's Map of St. Joseph's, and the **POINT OF BEGINNING**; thence continue North 00° 09'48" West along said Easterly existing right-of-way line and the West line of said Lot 72, a distance of 644.64 feet to the Southerly right-of-way line of Iowa Street and the Northwest corner of said Lot 72; thence departing said Easterly existing right-of-way line and said West lot lines, North 89°57'55" East, along said

Southerly right-of-way line and the North line of said Lot 72, a distance of 88.94 feet; thence departing said Southerly right-of-way line and said North lot line, South 00°10'14" East, a distance of 5.35 feet; thence South 89°51'51" West, a distance of 21.03 feet; thence South 44°49'49" West, a distance of 27.67 feet; thence South 00°10'14" East, a distance of 619.65 feet to a point of the South line of said Lot 72; thence South 89°58'09" West along said South line, a distance of 48.42 feet to the **POINT OF BEGINNING**.

Containing 31,601 square feet (0.725 acres), more or less.

TOGETHER WITH

**PARCEL NO. 718
TEMPORARY CONSTRUCTION EASEMENT**

COUNTY ROAD 15

That portion of Lot 72, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Lot 72, W. Beardall's Map of St. Joseph's, said point being on the Southerly right-of-way line of Iowa Street; thence South 89°57'55" West, along said Southerly right-of-way line, a distance of 556.08 feet; thence departing said Southerly right-of-way line, run South 00°10'14" East, a distance of 5.35 feet; thence run South 89°51'51" West, a distance of 21.03 feet; thence run South 44°49'49" West, a distance of 27.67 feet; thence run South 00°10'14" East, a distance of 289.81 feet for a **POINT OF BEGINNING**; thence run North 89°49'46" East, a distance of 4.11 feet; thence run South 00°10'14" East, a distance of 32.00 feet; thence run South 89°49'46" West, a distance of 4.11 feet; thence run North 00°10'14" West, a distance of 32.00 feet to the **POINT OF BEGINNING**.

Containing 132 square feet, more or less.

Subject to N/A

**Parcel I.D. Numbers: 16-19-30-5AC-0000-0720
 16-19-30-5AC-0000-0720A/B/C**

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above-described property by Warranty Deed on Parcel No. 118, free of liens and encumbrances, and by Temporary Construction Easement on Parcel No. 718 unto COUNTY for the sum of TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$220,000.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever. OWNER agrees to execute a Temporary Construction Easement for a period of five (5) years from date of commencement of construction of the County Road 15 project. See Exhibit A attached, Temporary Construction Easement.

(b) COUNTY shall only be responsible for the following closing costs: recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

(c) OWNER shall be responsible for OWNER's own attorney's fees, all costs to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and the OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned closing costs and pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II. above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the COUNTY's designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY's closing agent that a closing is ready to occur.

(b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing on this purchase. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters and other similar items included in the purchase price, as well as the land itself, shall be preserved in the normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.

(c) Any and all encroachments existing upon the property other than those improvements included in the purchase price are to be removed at the expense of the OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the properties which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a warranty deed, also include the covenant of further assurances.

(f) The OWNER shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.

(g) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

(h) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY, this Agreement shall survive the filing of any eminent domain action by the COUNTY and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters in any condemnation proceeding initiated by the COUNTY relating to the real property herein described. The OWNER agrees that, in accordance with any request made by the COUNTY, the OWNER shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNER agrees not to oppose the COUNTY's condemnation proceedings in any way. The OWNER, may however, assert OWNER's rights against other claimants in apportionment proceedings.

(i) The OWNER shall indemnify and save the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with this Agreement or in any act or omission in any manner related to said Agreement.

(j) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(k) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY, which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective name on the date first above written.

WITNESSES:

[Signature]
SIGNATURE

B. Hubler
PRINT NAME

[Signature]
SIGNATURE

Kathy Bowen
PRINT NAME

VON COMPANIES LLC

[Signature]
ROBERT F. VON HERBULIS

ADDRESS: 790 Monroe Road
Sanford, FL 32771

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: CARLTON HENLEY, Chairman

Date: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

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

County Attorney

NN/lpk
12/19/06

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Christene Lumberg



PARCEL NO. 718
TEMPORARY CONSTRUCTION EASEMENT
COUNTY ROAD 15
VON COMPANIES LLC

THIS INSTRUMENT PREPARED BY:
NEIL NEWTON, MAJOR PROJECT ACQUISITION COORDINATOR
COUNTY ATTORNEY'S OFFICE
1101 E. FIRST STREET
SANFORD, FL 32771

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this ____ day of _____, 2007, between VON COMPANIES LLC, whose address is 790 Monroe Road, Sanford, Florida 32771, hereinafter referred to as 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 GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE permission, to be exercised during the period of construction of the County Road 15 road improvement project, to enter upon the following described lands:

PARCEL NO. 718
TEMPORARY CONSTRUCTION EASEMENT

COUNTY ROAD 15

That portion of Lot 72, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Lot 72, W. Beardall's Map of St. Joseph's, said point being on the Southerly right-of-way line of Iowa Street; thence South 89°57'55" West, along said Southerly right-of-way line, a distance of 556.08 feet; thence departing said Southerly right-of-way line, run South 00°10'14" East, a distance of 5.35 feet; thence run South 89°51'51" West, a distance of 21.03 feet; thence run South 44°49'49" West, a distance of 27.67 feet; thence run South 00°10'14" East, a distance of 289.81 feet for a **POINT OF BEGINNING**; thence run North 89°49'46" East, a distance of 4.11 feet; thence run South 00°10'14" East, a distance of 32.00 feet; thence run South 89°49'46" West, a distance of 4.11 feet; thence run North 00°10'14" West, a distance of 32.00 feet to the **POINT OF BEGINNING**.

Containing 132 square feet, more or less.

Parcel I.D. Numbers: 16-19-30-5AC-0000-072A/B/C

for the purpose of tying in and harmonizing the elevation of said property with the construction to be undertaken by the GRANTEE on the County Road 15 road improvement project.

THIS EASEMENT is granted upon the condition that the sloping and/or grading upon the above land shall not extend beyond the limits outlined above, and that all grading or sloping shall conform to all existing structural improvements within the limits designated. Additionally, as to tying in, harmonizing, construction and all other uses to which the property is put by the GRANTEE, at, or upon the completion of work provided herein, the easement area will be restored by the GRANTEE, to the conditions prior to this easement, except for any improvements that may be constructed by the GRANTEE in connection with the use of this easement.

THIS EASEMENT shall expire upon completion of this transportation project, but not later than five (5) years from date of commencement of construction of the County Road 15 road improvement project; provided, however, that the GRANTEE covenants that existing structures and drainage flow ways and patterns will not be altered or impeded by the GRANTEE in any way.

GRANTOR covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to provide further assurances to the GRANTEE if necessary.

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year first above written.

WITNESSES:

VON COMPANIES LLC

SIGNATURE

ROBERT F. VON HERBULIS

PRINT NAME

SIGNATURE

ADDRESS: 790 Monroe Road
Sanford, FL 32771

PRINT NAME

ATTESTATION CONTINUED ON NEXT PAGE

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by ROBERT F. VON HERBULIS, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Print Name: _____
Notary Public in and for the County and State
Aforementioned
My Commission Ex

LESSEE CONSENT AND RELEASE AS TO PURCHASE AGREEMENT

WHEREAS, Seminole County, hereinafter referred to as the "COUNTY", a political subdivision of the State of Florida, intends to construct improvements to CR 15, abutting property owned by Von Companies, LLC, hereinafter referred to as "OWNER", and improved with a nursery; and

WHEREAS, the COUNTY requires a part of the property owned by OWNER identified as Parcel Nos. (118/718), for construction of CR 15; and

WHEREAS, the COUNTY and OWNER have agreed to settle all issues concerning the acquisition of Parcel Nos. (118/718), and in furtherance thereof have agreed to enter into a Purchase Agreement; and

WHEREAS, the resolution of this matter shall aid in the construction of improvements in an expedient and efficient manner, to the benefit of the Lessee doing business from the retail center located on the property,

NOW, THEREFORE, and in consideration of the above and for other valuable considerations, the below signed Lessee acknowledges and consents as follows:

1. Lessee understands and consents to the terms and conditions of the Purchase Agreement, a copy of which is attached and incorporated herein.
2. Lessee agrees that it will not seek any compensation of any nature from the COUNTY in relation to the acquisition of Parcel Nos. (118/718) from OWNER, including, but not limited to, severance damages, moving expenses, trade fixtures, removable personal property, business damages, and for any and all fees of any nature connected with this cause.
3. Lessee acknowledges that in executing this Consent Lessee has the right to seek independent counsel.

DATED this 21st day of February, 2007.

WITNESSES:

Brittany Standridge
SIGNATURE

Brittany Standridge
PRINT NAME

Ruth Johnson
SIGNATURE

Ruth Johnson
PRINT NAME

LESSEE:

[Signature]

ADDRESS: 451 MONROE DR
SUNFORD, FL. 32771

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure and Payroll Lists; BCC Minutes; and Clerk's Received and Filed

DEPARTMENT: Clerk's Office

DIVISION:

AUTHORIZED BY:

CONTACT: Elizabeth Gaussart

EXT:

MOTION/RECOMMENDATION:

Expenditure Approval Lists dated March 26 & April 2, 2007; and Payroll Approval Lists dated March 22 & April 5, 2007; BCC Official Minutes dated March 27, 2007; Clerk's "Received and Filed" - for information only

County-wide

BACKGROUND:

Clerk's Report

ATTACHMENTS:

1. Clerk's Report

Additionally Reviewed By:

No additional reviews

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure and Payroll Lists; BCC Minutes; and Clerk's Received and Filed

DEPARTMENT Clerk's Office **DIVISION:** County Commission Records

AUTHORIZED BY Dave Godwin **CONTACT:** Sandy McCann **EXT.** 7662

Agenda Date 04-24-2007 **Regular** **Consent** **Work Session** **Briefing**

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Approval Lists
Approval of BCC Minutes dated March 27, 2007

BACKGROUND:

1. Expenditure Approval Lists dated March 26 & April 2, 2007; and Payroll Approval Lists dated March 22 & April 5, 2007
2. BCC Official Minutes dated March 27, 2007
3. Clerk's "Received and Filed" - for information only

Reviewed by:
Co. Att _____
OMB _____
Other _____
DCM _____
CM _____

CLERK'S REPORT
APRIL 24, 2007

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Expenditure Approval Lists dated March 26 & April 2, 2007; and Payroll Approval List dated March 22 & April 5, 2007, presented.

ACTION REQUESTED: Motion approving same.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated March 27, 2007.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only.

1. Amendment #2 to Work Order #11 for PS-372-97, Camp Dresser & McKee, Inc.
2. Purchase Agreement for Permanent Easement with Edgar Bruce, Mary Ann Bruce, Lisa B. Cannavino and Laura B. Patrick, Parcel No. 849, CR 15 (Monroe Road).
3. Work Order #5 to PS-1020-06, SCS Engineers.
4. Conditional Utility Agreements for Water and Sewer Service with Colonial Bank, N.A.
5. Satisfactions of Connection Fees for the following projects: Regal Pointe Park, Lot 4; Ansara Heathrow Center, Ph. III; SR 426 Office Complex; Tuskawilla Professional Office, Lot 10; Pollo Tropical @ Oviedo Crossroads; Fairwinds Credit Union - SR 46; and 7-11 SR 436/Bear Lake Rd.

6. Conditional Utility Agreements for Water and Sewer Service with Bonyadi Properties and Byron B. Bonyadi.
7. Addendum #1 to the Third Revised and Restated NW Oregon P.U.D. Developer's Commitment Agreement.
8. Development Order for John Guerrina, 2061 Squirrel Run.
9. Warranty Deed from Day International, Inc. regarding Shuman's Addition to Eureka Hammock.
10. Change Order #1 to CC-1075-06, Southland Construction, Inc.
11. Basic Contract M-1978-07, Southeastern Surveying & Mapping Corp.
12. Work Order #7 to RFP-0013-06, The Colinas Group, Inc.
13. Work Orders #4 and #5 to PS-5183-05, DRMP.
14. Work Order #4 to RFP-0225-05, MACTEC Engineering and Consulting, Inc.
15. Audit of the Tourist Development Division Travel, Entertainment, and Promotional Expenses prepared by the Internal Audit Division, Clerk of Circuit Court.
16. Revised Insurance Certificate for PS-1501-06, Bowyer-Singleton.
17. PS-1501-06 Master Agreement with MACTEC Engineering and Consulting, Inc.
18. Work Orders #44 and #45 to PS-5120-02, PBS&J.
19. Certificate of Completion for CC-0295-06, Price Construction, Inc.

20. Work Order #42 to RFP-4214-04, Site Secure, Inc.
21. Purchase Agreements with Keith and Terri Ratchford and James and Linda Bulmer for CR 15 (Monroe Road).
22. Work Orders #19, #20 and #21 for CC-1198-02, CEM Enterprises, Inc.
23. Work Order #2 to CC-1284-06, Conpilog International Co.
24. Work Order #53 to PS-5150-03, EMS Scientists, Engineers, Planners, Inc.
25. Letter to Maryanne Morse, Clerk of Court, from Stephen F. Miller, South Seminole & North Orange County Wastewater Transmission Authority submitting the Public Facilities Report and Audited Financial Statements for Fiscal Year ended September 30, 2006.
26. Work Orders #2 and #3 to RFP-4233-04, Glatting Jackson Kercher Anglin Lopez Rinehart, Inc.
27. Work Order #1 to PS-1074-06, Ardaman & Associates.
28. Work Order #2 to PS-0219-05, Singhofen & Assoc., Inc.
29. First Amendment to CC-1198-02, CEM Enterprises, Inc.
30. Construction Agreement CC-1472A-07, Shaw Environmental, Inc.
31. Second Amendment to RFP-1091-06, The Budd Group.
32. Certificate of Completion for CC-0452-06, Conpilog International Co.
33. Certified Tennis Pro Agreement with Michael Koslik.

34. Ryder and Maintenance Bond in the amount of \$74,697.39 for Preserve @ Eagle Lake.
35. Change Order #3 to DB-608-04, Southland Construction, Inc.
36. Memorandum to Sandy McCann, Commission Records, from Liz Parkhurst, Planning & Development, regarding P&D outstanding documents.
37. Certificate of Completion for Work Order #46 to CC-1262-05, American Persian Engineers and Constructors.
38. Certificate of Completion for CC-1268-05, Central Florida Environmental Corp.
39. Work Orders #29 and #31 to CC-1267-05, KMG Fence, LLC.
40. Certificate of Completion for Work Order #54 to CC-1212-03, Corinthian Builders.
41. Copy of letter to County Manager Cindy Coto from Maryanne Morse, Clerk, regarding the Courthouse Annex building.
42. Master Contract for health insurance with United Healthcare.
43. Community Service Agency Agreement with the Deaf Service Bureau of West Central Florida, Inc.
44. Amendment #1 to Work Order #16 for PS-5190-05, CH2M Hill.
45. Amendment #1 to Work Order #34 for RFP-4214-04, Site Secure, Inc.
46. Amendment #1 to Work Order #40 for RFP-4214-04, Site Secure, Inc.
47. Bids as follows: CC-1472A-07; IFB-600160-07; and DB-1770-07.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Law Enforcement Trust Fund Expenditure for Envision Seminole.

DEPARTMENT: Sheriff's Office

DIVISION:

AUTHORIZED BY:

CONTACT: Elizabeth Gaussart

EXT:

MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners to fund \$5,000 from the Law Enforcement Trust Fund to provide funding in support of Envision Seminole. (Penny Fleming)

County-wide

BACKGROUND:

The Seminole County Sheriff's Office is requesting an expenditure from the Law Enforcement Trust Fund in the amount of \$5,000 to provide funding to Envision Seminole. Envision Seminole, a 501(3)(c) organization has an established goal of creating and maintaining a process where diverse community leaders from throughout Seminole County can come together to identify and address both current and future issues that affect Seminole County. Such issues that directly impact County Law Enforcement include preparation for and response to acts of terrorism, domestic violence prevention, various initiatives pertaining to Seminole County youth, and Criminal Justice issues. All of these issues require involvement on the part of multiple governmental jurisdictions, businesses and community leaders. By contributing funds to Envision Seminole these issues and many others will continue to have a forum through which all required governmental, business, and community leaders can participate to collectively solve problems and address the future of Seminole County.

This request complies with Chapter 932.7055(4)(a), Florida State Statutes. The uncommitted cash balance of the State/Local Forfeiture Trust Fund prior to this commitment is \$18,977.27

STAFF RECOMMENDATION:

Staff recommends approval by the Board of County Commissioners to fund \$5,000 from the Law Enforcement Trust Fund to provide funding in support of Envision Seminole.

Additionally Reviewed By:

No additional reviews

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: (Continued from the 3/27/07 BCC meeting) First Amendment to the Seminole County/City of Oviedo Joint Planning Agreement

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

AUTHORIZED BY:

CONTACT: Tina Williamson

EXT:

MOTION/RECOMMENDATION:

1. APPROVE the First Amendment to the Seminole County/ City of Oviedo Joint Planning Agreement and authorize the Chairman to execute the amended Agreement; or
2. DENY the First Amendment to the Seminole County/ City of Oviedo Joint Planning Agreement; or
3. CONTINUE the item to a time and date certain.

(Tina Williamson)

District 1 Bob Dallari

District 2 Michael McLean

BACKGROUND:

This item was continued from the March 27, 2007 Board of County Commissioners meeting at the request of property owners in the Chuluota area who have requested clarification on the definition of transitional area that they wanted answered prior to the item being acted upon.

On October 2, 2006, the City of Oviedo and Seminole County entered into a Joint Planning Agreement (JPA) to provide for joint land use planning, continuation of intergovernmental coordination, and cooperation between the City and County.

The JPA designated four transition areas within the Joint Planning Area and defined Transition Area 1. The JPA provided that the City and County would work together to define Transition Areas 2, 3, and 4, and subsequently incorporate specific standards into Exhibit "C".

Since the JPA was executed, the City and County have worked together to define the remaining Transition Areas and reached agreement on the definition of Transition Areas 2 and 3, and agree to continue to work together in defining Transition Area 4.

Transition Area 2 will be redrawn on the JPA map "Exhibit A". Evaluating development and environmental patterns of Transition Area 2 revealed limited development potential due to the Econlockhatchee River Protection Area, wetland and floodplain areas, and a Future Land Use designation of Rural-5 for a majority of the Area. The County and City agree to no longer designate this Area as transitional except for two parcels described below.

These two parcels known as parcel ID 24-21-31-300-002A-0000 and parcel ID 24-21-31-300-0020-0000 are in the unincorporated urban area on the south side of CR 419, east of Willingham Road. The parcels abut City jurisdiction and have a Future Land Use designation of Low Density Residential (LDR). The City and County agree that these two parcels may take the form of neighborhood office, supporting the adjacent local community. Transition Area 3 will be removed from the JPA map "Exhibit A". Data revealed limited development potential due to predominating large existing lot configuration, wetland and floodplain areas, and the Rural-5 Future Land Use designation of the Area. The County and City agree that current conditions represent the Area in its final development form as rural and will no longer be identified as a Transition Area.

Transition Area 4, as shown on Exhibit "A", will be renamed as Transition Area 3. The City and County will continue to work together to define this Transition Area and incorporate the specific standards into JPA Exhibit "C" in context to the particular character and conditions of the Area. This First Amendment to the Seminole County/ City of Oviedo Joint Planning Agreement incorporates the above standards into Exhibit "C". Exhibit "A" of the JPA is repealed and replaced with Exhibit "1" of the First Amendment, reflecting these changes to the transition area.

STAFF RECOMMENDATION:

Staff recommends the Board APPROVE the First Amendment to the Seminole County/City of Oviedo Joint Planning Agreement and authorize the Chairman to execute the First Amendment.

ATTACHMENTS:

1. Oviedo JPA Amendment
2. Joint Planning Agreement

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran, Kimberly Laucella)

FIRST AMENDMENT TO THE SEMINOLE COUNTY/CITY OF OVIEDO
JOINT PLANNING AGREEMENT

This First Amendment is made and entered into this ___ day of _____, 2007 by and between Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford Florida 32771, hereinafter referred to as the "County" and the City of Oviedo, a Florida municipal corporation whose address is 400 Alexandria Boulevard, Oviedo Florida 32765, hereinafter referred to as the "City".

WITNESSETH:

Whereas, on October 2, 2006, the City and the County entered into a Joint Planning Agreement (the "Agreement") recorded at Book 339, Pages 1290-1303 in the Board of County Commission records of Seminole County ; and

Whereas, the Agreement expressly stated that the City and the County will work together to define the transition areas identified in the Agreement; and

Whereas, the Agreement provides for amendments and updates when executed by both governing Boards of the City and County pursuant to Section 10 of the Agreement; and

Whereas, the provisions of this amendment are consistent with the State Comprehensive Plan (Chapter 187, Florida Statutes), the Regional Policy Plan adopted by the East Central Florida Regional Planning Council and the comprehensive plans of the City and the County; and

Whereas, the parties have the lawful right and power to enter into this Agreement,

Now, Therefore, in consideration of the promises, mutual covenants, and commitments contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties do hereby covenant and agree as follows:

Section 1. Amendment to Exhibit "C" of the Agreement

Exhibit "C" of the Agreement is amended to read (underlined words are added, words struck through are deleted):

Transition Area 2-4

~~Each of the Transition Areas 2, 3, and 4, as shown on Exhibit "A", will be defined individually in context to the particular character of each transition area. The City and County will work together to define these transition areas and incorporate the specific standards into this Exhibit "C".~~

Transition Area 2

Transition Area 2, as shown on Exhibit "A" of the Agreement, is hereby repealed and redefined as the two parcels more specifically described as parcel ID 24-21-31-300-002A-0000 and parcel ID 24-21-31-300-0020-0000. These parcels abut City jurisdiction and currently have a County Future Land Use Designation of Low Density Residential (LDR). The City and County agree that development on these two parcels may take the form of neighborhood office, supporting the adjacent local community.

Transition Area 4

Transition Area 4, as shown on Exhibit "A" of the Agreement, is hereby renamed as Transition Area 3 and will be defined in context to the particular character and conditions to the Area. The City and County will work together to define this Transition Area and incorporate the specific standards into this Exhibit "C".

Section 2. Amendment to Exhibit "A" of the Agreement

Exhibit "A" of the Agreement is hereby repealed and replaced with Exhibit "1" provided herein, memorializing the amendments reflected in Section 1 above.

Section 3. Force and Effect

All other provisions of the Agreement entered into on October 2, 2006 remain in full force and effect. Execution of this Amendment does not extend or alter the term of the Agreement.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Seminole County/City of Oviedo Joint Planning Agreement to be executed on the day and year first written above.

CITY OF OVIEDO

ATTEST:

By: _____
THOMAS G. WALTERS, Mayor

BARBARA BARBOUR, City Clerk

Date: _____

For the use and reliance of the City of Oviedo.
Approved as to form and regular meeting.

City Attorney

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

ATTEST:

By: _____
CARLTON D. HENLEY, Chairman

Date: _____
MARYANNE MORSE
Clerk to the Board of
County Commissions of

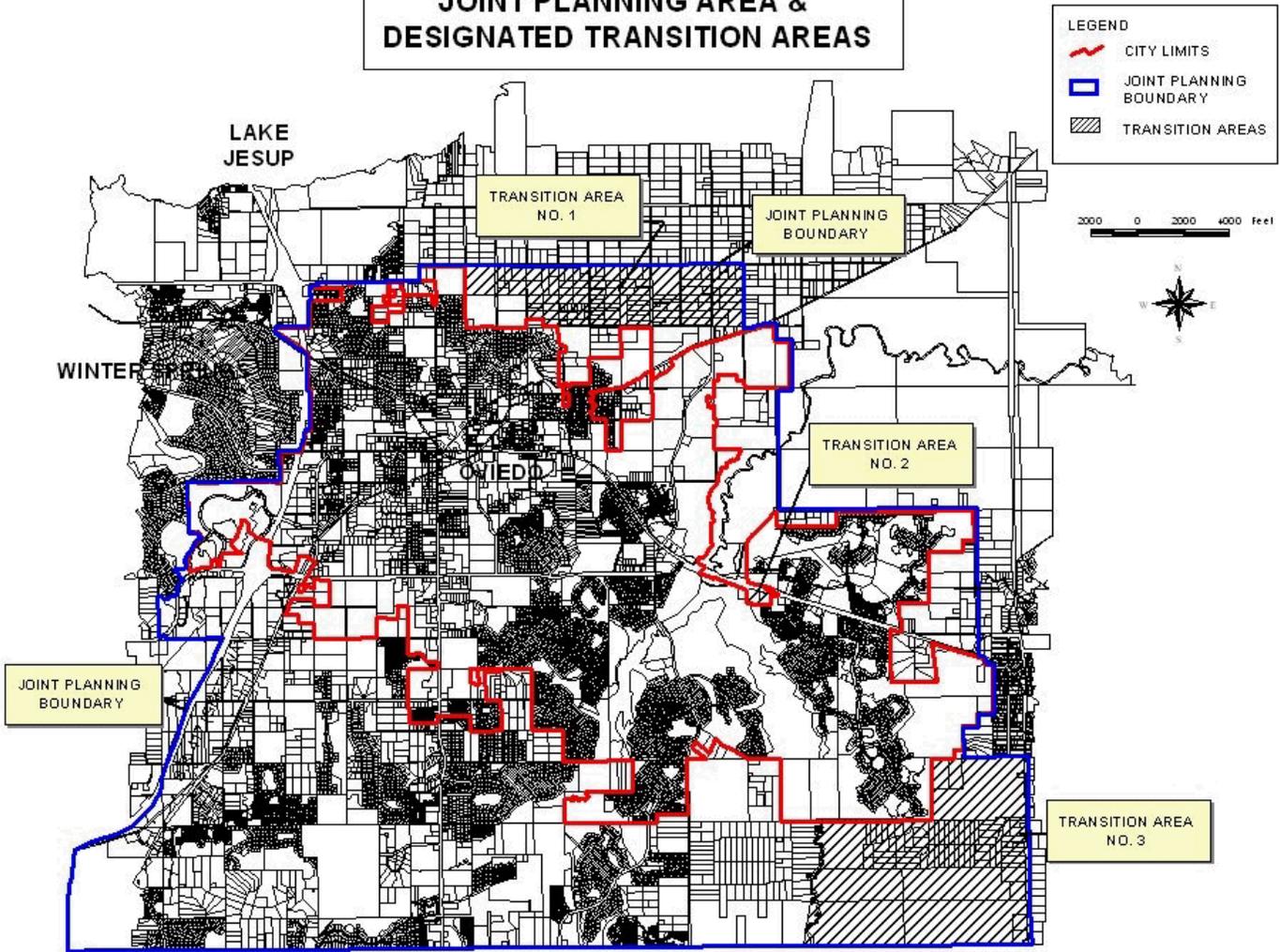
As authorized for execution by
the Board of County Commissioners
Seminole County, Florida
at their _____, 20____,
regular meeting.

For the use and reliance of Seminole County.
Approved as to form and regular meeting
legal sufficiency.

County Attorney

Exhibit "1"

JOINT PLANNING AREA & DESIGNATED TRANSITION AREAS



DEVELOPMENT SERVICES
EDITED 9/19/2007

SEMINOLE COUNTY/CITY OF OVIEDO
JOINT PLANNING AGREEMENT

This interlocal agreement is made and entered into this 2nd day of October, 2006 by and between Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford Florida 32771, hereinafter referred to as the "County" and the City of Oviedo, a Florida municipal corporation whose address is 400 Alexandria Boulevard, Oviedo Florida 32765, hereinafter referred to as the "City".

WITNESSETH:

Whereas, it is beneficial to the public for local governments to work together in a spirit of harmony and cooperation; and

Whereas, the City and County have previously entered into Interlocal Agreements; and

Whereas, the Board of County Commissioners and the Oviedo City Council have executed a joint planning agreement that expressed their consensus agreement as to urban planning, first response fire service, future annexation limits for the City, and water service area boundaries for the County and the City in the Oviedo/Seminole County Joint Planning Area (hereinafter referred to as the Joint Planning Area); and

Whereas, the Joint Planning Area and future annexation boundaries should be specifically defined; and

Whereas, the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act (Part II, Chapter 163, Florida Statutes) and the Rules of the Florida Department of Community Affairs (in particular Rule 9J- 5.015, Florida Administrative Code) provide for intergovernmental coordination in the comprehensive planning process; and

Whereas, the provisions of this Agreement are consistent with the State Comprehensive Plan (Chapter 187, Florida Statutes), the Regional Policy Plan adopted by the East Central Florida Regional Planning Council and the comprehensive plans of the City and the County; and

Whereas, the County and the City have determined that it is in the best interest of the citizens of the County and the City that this Interlocal Agreement also be entered into; and

Whereas, the County and the City have reviewed their respective future land use designations for consistency with one another's comprehensive plans; and

BK 339 Pg 1290

Whereas, the County and the City have adopted comprehensive plans, pursuant to Part II, Chapter 163, Florida Statutes, which contain goals, policies and objectives that call for the creation of interlocal agreements which deal with annexations, service delivery, joint land use planning, and conflict resolution, among other things; and

Whereas, the parties recognize that joint planning for the growth and development of their respective jurisdictions with regard to all matters of common impact and interest is consistent with State law and serves the public interest; and

Whereas, the County and the City desire to protect the health, safety and welfare of the citizens of their respective jurisdictions; and

Whereas, land use matters which are the subject of this Agreement include, but are not limited to, annexations, comprehensive plan amendments, public service facility expansions and contractions, school site land acquisitions and proposed school construction and/or expansion on said sites, and all other land use actions of whatsoever type or nature which may affect or impact the parties to this agreement; and

Whereas, the County and the City agree that joint planning agreements addressing multi-jurisdictional land use issues and provision of public services and facilities, are a sound planning goal that serve to further intergovernmental coordination and that additional agreements between parties are highly desirable; and

Whereas, Chapter 171, Florida Statutes, provides for the lawful means whereby municipal corporations may expand their municipal boundaries by annexation; and

Whereas the County and the City do not desire, and believe that it would not be in the best interests of the citizens of Seminole County, to allow for conflicts to become manifest or develop pertaining to the expansion and construction of the City's jurisdictional boundaries; and

Whereas, the parties have the lawful right and power to enter into this Agreement,

Now, Therefore, in consideration of the premises, mutual covenants, and agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties do hereby covenant and agree as follows:

Section 1. Recitals

The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

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Section 2. Joint Planning Area

The policies and procedures set forth herein shall apply only in the Joint Planning Area. For the purposes of this agreement, the Joint Planning Area means the properties that are located in unincorporated Seminole County at the time of execution of this Agreement, that may be annexed into the City, as reflected in Exhibit "A" to this agreement which is incorporated as if fully set forth herein.

Section 3. Purpose and Intent

The purposes of this Agreement are as follows:

- (a) Adopt performance standards and review procedures to ensure that coordinated and cooperative comprehensive planning activities are taken to guide urban expansion within the Joint Planning Area.
- (b) Protect the general rural character of the Rural Area of Seminole County as depicted in the Seminole County Comprehensive Plan and Seminole County Home Rule Charter, as they may be amended, by establishing limits for and conditions relating to future annexations and development approvals by the City.
- (c) Provide each party with a level of confidence that their respective planning efforts will be implemented in a harmonious manner and that the planning efforts of a party will not detract from the planning efforts of the other party.
- (d) Promote continued intergovernmental coordination and cooperation between the County and the City.
- (e) Provide for constructive collaboration during the course of each jurisdiction making land use and annexation decisions.
- (f) Provide for mutually agreeable future land use designations that will ensure land use compatibility between the City and County.
- (g) Reduce conflicts relative to comprehensive planning and land use matters and resolve any disputes that may arise in accordance with agreed upon procedures provided within this agreement.
- (h) Articulate planning principles which landowners can evaluate to determine the reasonable use of their properties and, thereby, have their private property rights protected in accordance with law.

Section 3. Comprehensive Planning and Future Land Uses

The County and the City have reviewed their respective future land use designations for consistency between their jurisdictions. It has been determined that many of their respective future land use designations are equivalent and of similar nature.

- (a) Future Land Use Equivalency. The "Future Land Use Equivalency Chart", labeled Exhibit "B" and incorporated herein, describes equivalent future land use designations in the City and County Comprehensive Plans. These designations have been deemed equivalent due to their similar intensities and densities of allowable development. Both the County and the City shall ensure that all of their respective future land use map and zoning map amendments are consistent with the future land use designations for described in Exhibit "B", except to the extent set forth in Section 3(c). The County shall not oppose of the City if such actions are compliant with applicable law and all equivalent County future land use designations as described in Exhibit "B". The City shall not oppose any County future land use and zoning map amendments if such actions are compliant with applicable law and all future land use designations as described in Exhibit "B". The Future Land Use Equivalency Chart may be amended from time to time as agreed upon by both parties.
- (b) Future Land Use and Zoning Consistency. The County and City recognize the effectiveness of consistent future land use and zoning designations and agree to develop a comparison table of the respective future land use and zoning designations to evaluate areas where identical designations may be created and adopted.
- (c) Recommendations for Future Land Use Designations and Performance Standards in Designated Transition Areas. In order to preserve the rural character of the Rural Area, the County and City shall seek to use physical features to define the Rural Area. The purpose of developing jointly acceptable future land use recommendations and performance standards for the Designated Transition Areas is to provide consistent guiding principles from which future land use plan amendments can be reviewed and land development carried out in a manner that transitions intensity and density through space and provides performance standards that may be used to aid in an effective transition from the urban into the rural environment. The "Designated Transition Areas" labeled Exhibit "A" and incorporated herein by reference, sets forth the areas where the future land use designations and performance standards provided in Exhibit "C" may be assigned to the described property. When development is proposed on parcels located in the Designated Transition Areas, the performance standards provided in Exhibit "C" will be observed to meet the following goals:
 1. Create a "Ruralbelt" (which may include both transitional zoning and performance standards relating to buffers) that physically defines the Rural

Area by requiring a specific depth/opacity of a defined natural vegetative buffer to distinguish the Rural Area from the Urban Area.

2. Transitional land uses to address specific edge concerns.
3. Include performance standards for the buffering of "edge properties" (Designated Transition Areas) that include opacity standards. These standards (Exhibit "C") will also be reflected in the County and City's land development codes.

In the Rural Area, future land use map amendments proposed by the City in a manner consistent with the recommendations contained in Exhibit "C", applicable law, and the Seminole County Home Rule Charter, will not be opposed by the County. However, such proposed amendments must undergo joint review by the City and County in accordance with the November 2004 Seminole County Charter amendment and to coordinate facilities and services delivery to ensure that adopted levels of service are maintained. The process for which this joint review occurs is provided in Exhibit "D".

- (d) Joint Review of Plan Amendments Within the Urban Area. During the development and drafting phases of the respective comprehensive plans or plan amendments of the City or the County, City and County staff shall timely transmit all of their respective draft planning documents to the other jurisdiction as part of the public participation processes and intergovernmental coordination mechanism.

Section 4. Annexation and Land Use Jurisdiction

- (a) Future Land Use and Zoning Designation for Parcels Annexed Into the City. Upon annexation of County lands into the City, the County will not object to City future land use map and zoning map amendments as long as such actions are taken in accordance with the terms of this Agreement and applicable law. The City shall amend its Comprehensive Plan to include annexed lands during its first plan amendment cycle following such annexation.
- (b) Any lands annexed into the City from the Rural Area, as designated in the Seminole County Home Rule Charter and Seminole County Comprehensive Plan, may only have a future land use amendment approved by the Seminole County Board of County Commissioners, who retains final authority for such actions involving all lands in the Rural Area, regardless whether said lands are in the Unincorporated County or in the City. The process for joint review of such a land use amendment is provided in Exhibit "D".
- (c) Annexation Criteria and Restrictions. The County agrees not to oppose the annexation of any parcel within the Joint Planning Area that is undertaken in compliance with applicable State and Federal laws. Further, the County

recognizes that there currently exist enclaves of unincorporated County lands surrounded by the City and that it is in the interest of both the City and the County that such enclaves be eliminated. As such, the County will not object to the creation of smaller enclaves, caused by City annexation of certain properties within these enclaves, as long as the annexation otherwise complies with State law. The parties shall avoid the creation of enclaves and halt any serpentine annexations in the "Joint Planning Area," except to the extent that creation of smaller enclaves within existing enclaves is necessary to reduce the size of said existing enclaves.

- (d) Interlocal Agreement to Annex Enclaves Ten Acres or Less in Size. The parties agree that enclaves less than 10 acres in size may be automatically annexed upon property owner consent or transfer of fee ownership pursuant to F.S. 171.046(2) (a), which provides that such enclaves may be annexed through an interlocal agreement between a County and a municipality. Properties currently eligible for this provision are identified in the map in Exhibit "E". However, this provision will also apply to additional properties as they become eligible in the future.

Section 5. Coordination of Miscellaneous Land Development Regulations

- (a) Uniform Right-of-Way and Road Standards. The City and the County agree to establish consistent road and right-of-way development standards and requirements for all cross-jurisdictional roadways.
- (b) Land Development Code Updates. Each jurisdiction shall provide the other jurisdiction with a timely opportunity to review and provide formal comments relating to all land development regulation updates or revisions proposed in their jurisdiction by providing the other jurisdiction with written notification of the pending update or revision at least thirty (30) days prior to any official action on the matter.
- (c) Review of Development Proposals for Transportation Impacts. Each jurisdiction shall provide the other jurisdiction with a timely opportunity to review and comment upon planned development project rezoning, special exceptions, variances, deviations, zoning map amendments, proposed subdivisions and site development plans located adjacent to the other's jurisdiction by providing all related documentation to the other jurisdiction within two (2) weeks of receipt of a complete application.
- (d) Florida Avenue. Both the City and County agree to adhere to the Seminole County Comprehensive Plan Policy FLU 11.7, which states that any future connection of Florida Avenue with Stone Street shall be prohibited. This is to preserve the Rural Area and maintain rural character of entrance roadways into the Rural Area.

Section 6. Water, Sewer and Reuse Provisions

- (a) The City and County shall continue to collaborate to provide logical, functional, and cost effective central water and sewer services to appropriate areas as evidenced by the following Interlocal agreements between the parties: "City of Oviedo and Seminole County Wholesale Water and Wastewater Agreement" dated June 11, 1996; and "City of Oviedo and Seminole County Wholesale Wastewater Service Agreement" dated June 24, 2002. Each time a parcel of property is annexed by the City consistent with the Joint Planning Area Boundary described and established in Exhibit "A", which is attached hereto and incorporated herein by this reference thereto, and the property is not being served by the County, the City may add the annexed property into its water and sewer service area.

- (b) The City and County agree to pursue a collaborative approach to the use of reuse water and other alternative water sources for irrigation.

Section 7. First Response Agreement

The City and County entered into an agreement to provide First Response fire, rescue, emergency medical aid, and emergency management assistance, entitled "City of Oviedo and Seminole County Automatic Aid/ First Response Interlocal Agreement" dated July 15, 2002. This agreement meets the goals of the Joint Planning Agreement predating this agreement for cooperative efforts to plan for services in areas that surround City limits.

Section 8. Conflict Resolution

- (a) Intergovernmental Conflict Resolution. In the event that disagreements or conflicts arise between the parties relating to the terms and provisions of this Agreement, the terms of resolution procedures of the Intergovernmental Planning Coordinating Agreement of 1997 will be followed and shall control as to any disputes between the parties. These resolution procedures will remain valid as to this Joint Planning Agreement regardless of the continued viability of the 1997 agreement.

- (b) Chapter 164, Florida Statutes. Nothing in this Agreement shall be deemed in any way to waive any rights deriving to a party under the provisions of Chapter 164, Florida Statutes, or its successor provision.

- (c) Time of Actions. The parties agree, to the extent practicable, to time their actions to maximize intergovernmental coordination, communication and cooperation.

Section 9. Conflict of Interest

The parties agree that they will not take any action that creates or carries a conflict of interest under the provisions of Part III, Chapter 112, Florida Statutes.

Section 10. Agreement Amendments

This Agreement may be amended and updated from time to time in order to keep pace with an ever-changing environment and community vision. Such amendments require execution by both governing Boards of the City and County prior to the Agreement being effectively amended.

Section 11. Term

This Agreement supersedes and supplants any prior existing Agreements between the City and County regarding land development practices. The term of this Agreement shall be for five (5) years, effective upon the execution date by the last party. At least one year prior to the termination of this Agreement, both parties agree to meet and negotiate a new term and/or revised agreement.

Section 12. Notice

Contact persons for this Agreement shall be the City Manager and the County Manager.

City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Section 13. Standing

Nothing in this Agreement shall be deemed to impair, waive or create any right accruing to any private property owner within the Joint Planning Area to seek enforcement of any of the covenants, agreements, or promises contained herein to a court of competent jurisdiction.

BK 339 Pc 1297

CITY OF OVIEDO

ATTEST:

Barbara Barbour
BARBARA BARBOUR, City Clerk

By: Thomas G. Walters
THOMAS G. WALTERS, Mayor

Date: October 2, 2006

For the use and reliance of the City of Oviedo.
Approved as to form and regular meeting,
legal sufficiency.

Lonnie N. Groot
City Attorney
LONNIE N. GROOT

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Carlton D. Henley
CARLTON D. HENLEY, Chairman

Date: 9-19-06

ATTEST:

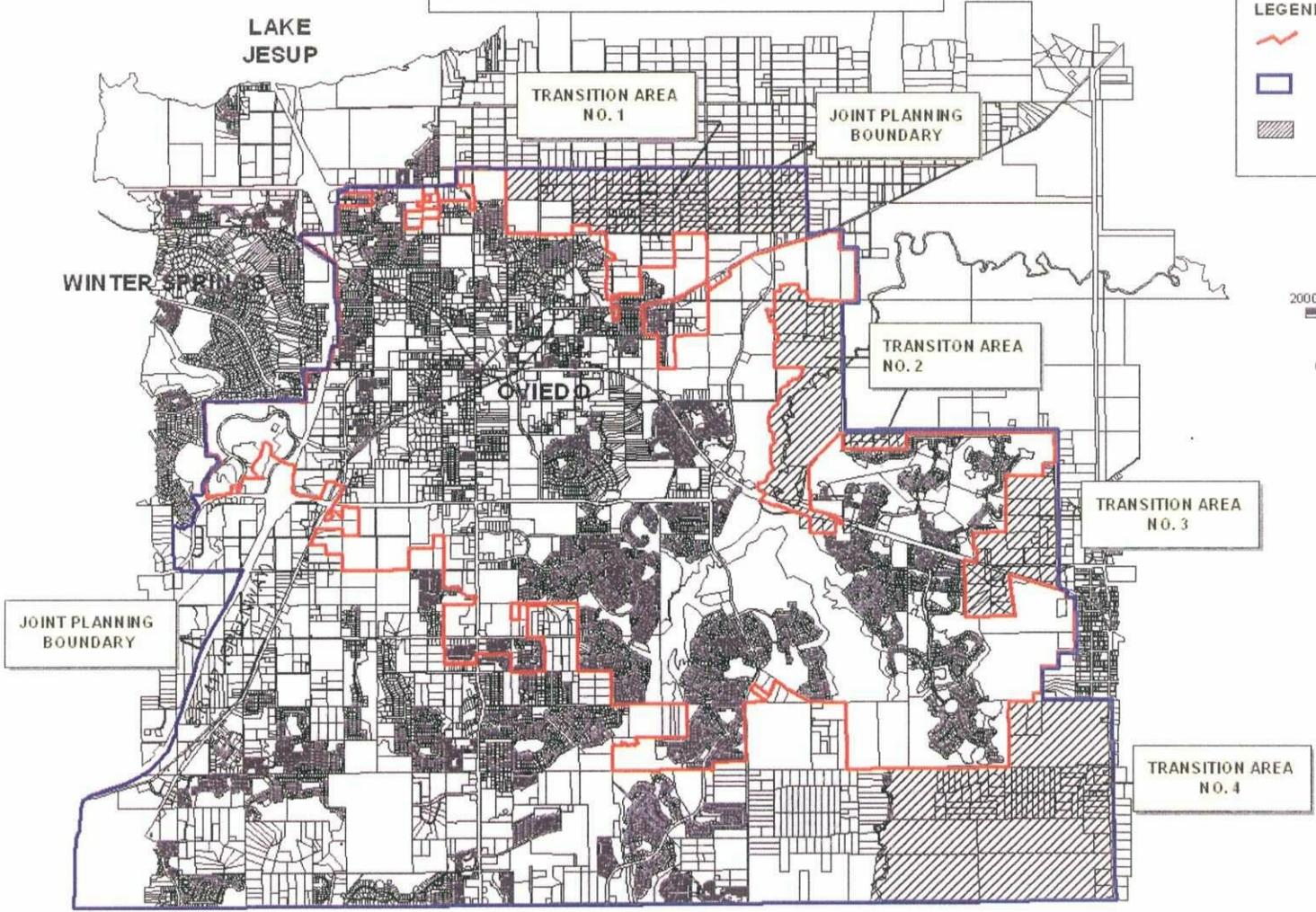
Maryanne Morse
FOR MARYANNE MORSE
Clerk to the Board of
County Commissions of

As authorized for execution by
the Board of County Commissioners
Seminole County, Florida
at their Sept. 12, 2006,
regular meeting.

For the use and reliance of Seminole County.
Approved as to form and regular meeting
legal sufficiency.

Kevin Tran
County Attorney

EXHIBIT "A"
JOINT PLANNING AREA &
DESIGNATED TRANSITION AREAS



BK 339 Pg 1299

EXHIBIT "B"
FUTURE LAND USE EQUIVALENCY CHART¹

Future Land Use	City Land Use	County Land Use
Suburban – Single Family	LDR-T ³ R-1AAA: 20,000 sq. ft. PUD: 10,500 sq. ft.	Suburban Estates 1 DU/Acre
Low Density Residential – Single Family	LDR 3.5 DU/Acre 3.85 DU/Acre (PUD) ²	LDR 4 DU/Acre 7 DU/Acre (affordable housing only)
Medium Density Residential	MDR 8 DU/Acre 8.6 DU/Acre (PUD) ²	MDR 10 DU/Acre
High Density Residential	HDR 15 DU/Acre 15.75 DU/Acre (PUD) ²	HDR >10DU/Acre
Office	Office .30 FAR	Office .35 FAR
Commercial	Commercial .5 FAR PUD: .6FAR(includes Office, Recreation, Light Industrial, Public, or Institutional)	Commercial (Includes Office) .35 FAR
Industrial	Industrial: <.6 FAR PUD ² : Industrial/ <.5 FAR Commercial/ <.5 FAR Office/ .3 FAR Public/ .5 FAR	Industrial (Includes Office & Commercial) .65 FAR
High Intensity Mixed Use Planned Unit Development	Planned Unit Development Residential: <5.0 Commercial: <.5 FAR Office: <.3 FAR Industrial: <.5 FAR DRI: Per DRI Development Order	Higher Intensity Planned Development 20 DU/Acre – Transitional 50 DU/Acre – Core .35 FAR
Public/Recreation	Public	Public/Quasi Public Recreation
Conservation	Conservation	Conservation

¹ The equivalency chart does not apply to property within the designated Rural Area as designated on the official Seminole County Future Land Use Map and Home Rule County Charter.

² The City of Oviedo Comprehensive Plan allows for mixed-use development with the approval of a Planned Unit Development establishing minimum thresholds for the amount of acreage dedicated to the primary use and maximum densities and intensities for accessory uses.

³ In Transition Area 1, the density shall be limited to no more than two dwelling units per acre in the City LDR-T Future Land Use Designation.

EXHIBIT "C"
Designated Transition Areas Performance Standards

Transition Area 1- (transition defined as part of the 2006 JPA update)

Transition Area 1 is located on the northern border of the JPA and is comprised of land that is in the Urban Area of unincorporated County and the Rural Area of unincorporated County (see Exhibit "A").

The City and County agree to the following land use patterns:

For all property north of Panther Street (aka Artesia Avenue) within the urban side of the transition abutting the Rural Boundary, upon annexation into the City, a City Future Land Use designation of LDR-T (maximum density of two dwelling units per acre) may be applied.

For all property that is within the rural side of the transition area, whether annexed into the City or remains in the County, an overlay Future Land Use designation of Rural Border Transition (RBT) may be applied. The RBT Overlay Future Land Use extends 1320 feet from the Rural Boundary up to Florida Avenue, between Division Street on the west and Van Arsdale Street on the east. From the Rural Boundary to 660 feet north, a density of no more than one dwelling unit per net buildable acre shall be permitted. From the 660-foot line, north to Florida Avenue, a density of no more than one dwelling unit per three net buildable acres shall be permitted. PUD zoning is the only zoning classification allowed in the RBT Future Land Use designation. The PUD must utilize clustering, provide a minimum of 50% open space, and lot sizes shall be no smaller than 1/2 acre (21,780 sq. ft.).

Any development utilizing the RBT Future Land Use Overlay and abutting Florida Avenue shall provide a periphery project buffer/setback from Florida Avenue a minimum of 100 feet in width. The buffer shall remain in its natural vegetated/forested state. Where existing vegetation does not exist within the first 50 feet closest to Florida Avenue, the buffer shall be supplemented requiring eight canopy trees to be planted per every 100-feet, with a minimum four-inch caliper and at least twelve-feet tall at the time of planting. Development within the RBT Overlay shall also meet requirements of the "East Seminole County Scenic Corridor Overlay District Ordinance", unless superseded by requirements in this JPA.

Transition Areas 2-4

Each of the Transition Areas 2, 3, and 4, as shown on Exhibit "A", will be defined individually in context to the particular character of each transition area. The City and County will work together to define these transition areas and incorporate the specific standards into this Exhibit "C".

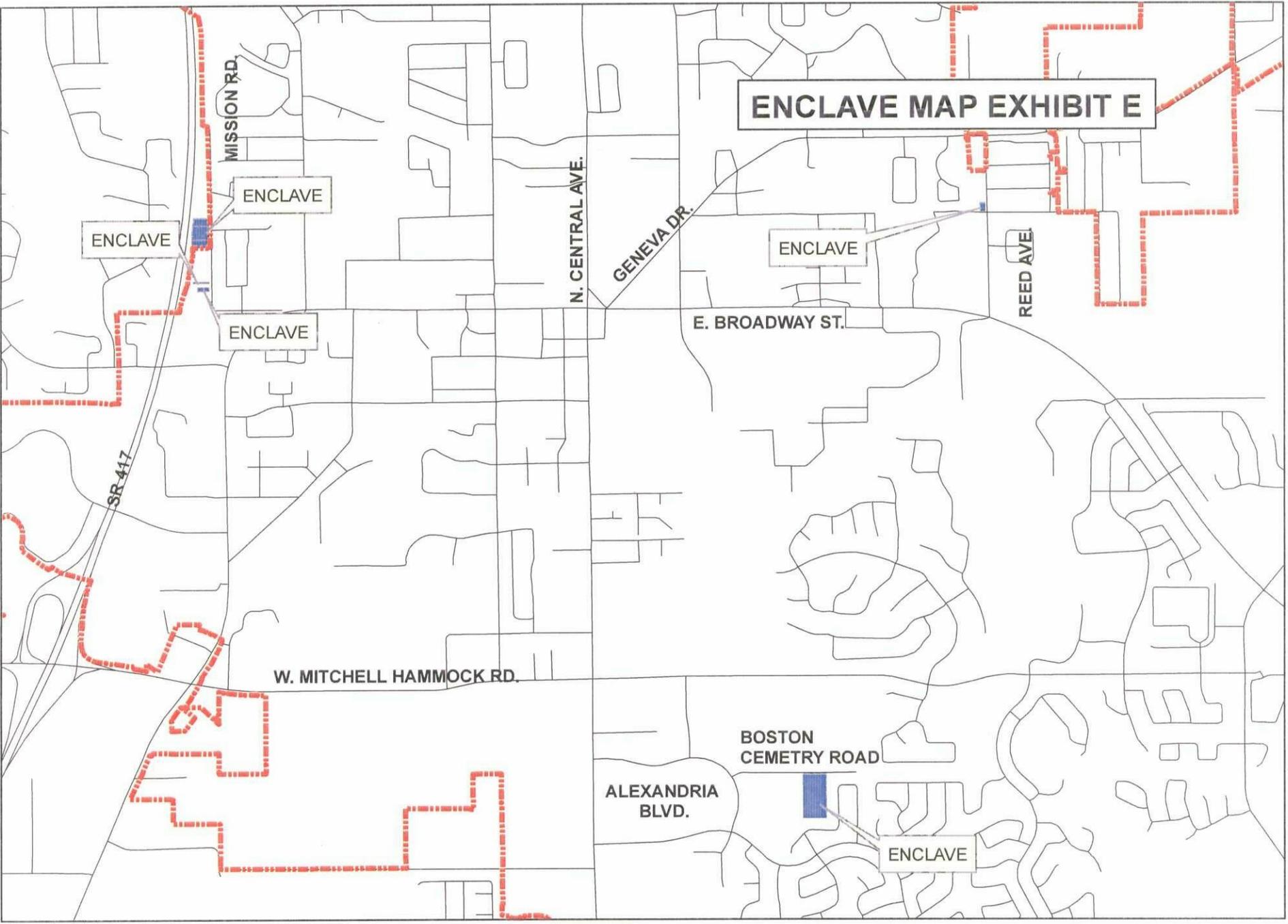
EXHIBIT "D"
**COMPREHENSIVE PLAN AMENDMENT PROCESS FOR FUTURE LAND USE
MAP AMENDMENTS IN RURAL AREA**

The City and County will work together to finalize a joint review process that includes the following elements as outlined below:

1. Application Submittal to City of Oviedo.
2. City Staff routes application to County Staff. City and County staffs conduct joint review of application package and prepare one (1) report with one (1) recommendation. Report and recommendation submitted to City of Oviedo Land Planning Agency (LPA).
3. City of Oviedo LPA conducts transmittal public hearing and makes a recommendation to the City of Oviedo City Council. City and County staffs make a joint presentation.
4. City Council conducts a transmittal public hearing and makes a recommendation to the Seminole County Board of County Commissioners (BCC). City and County staffs make a joint presentation.
5. Seminole County BCC conducts a public hearing to decide whether or not to transmit the proposed future land use map amendment to the Florida Department of Community Affairs (FDCA). City Manager and county staff make a joint presentation.
6. If amendment is transmitted to FDCA, City and County staffs prepare a joint response to the FDCA Objections, Recommendations, and Comments (ORC) report.
7. City Council conducts an adoption public hearing and makes a recommendation to the Seminole County BCC. City and County staff make a joint presentation.
8. Seminole County BCC conducts an adoption public hearing. City Manager and county staff make a joint presentation.
9. Adopted amendment transmitted to FDCA for compliance review.
10. FDCA issues a Notice of Intent to find the adopted amendment in compliance.



ENCLAVE MAP EXHIBIT E



BK 339 Pg 1303



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Appointments To Regional Commission on Homelessness**DEPARTMENT:** Community Services**DIVISION:** Administration - Community Services**AUTHORIZED BY:****CONTACT:** Josie Delgado**EXT:****MOTION/RECOMMENDATION:**

Accept invitation to participate in the Central Florida Regional Commission on Homelessness (CFRCH); authorize each Commissioner to appoint one (1) member to the CFRCH and designate Dr. David Medley, Seminole County Community Services Director, as the sixth member for the Seminole County delegation. (David Medley)

County-wide

BACKGROUND:

In 2002 the Orlando Mayor's Working Committee on Homelessness was formed. Subsequently, it was felt that a broader approach to the issue of homelessness would be more beneficial. In January 2007 representation from the City of Orlando, Orange County, Seminole County and Osceola County began discussions on the formation and vision of a Central Florida Regional Commission on Homelessness (CFRCH). The following representatives were present:

City of Orlando

Robert Stuart (facilitator), City Commissioner & Executive Director, Christian Service Center

Alana Brenner, City Clerk

Marsha Segal-George, Deputy Chief Administrative Officer

Jessica Stead, District 3 Aide

Orange County

Sharon Donoghue, Deputy County Administrator

Linda Weinberg, Deputy County Administrator

Melanie Ledgerwood, Assistant to Deputy County Administrator

Donna Wyche, Manager, Health & Family Services Department

Osceola County

Vicki Kilroy, Human Services Director

Seminole County

David Medley, Director of Community Services

Each jurisdiction (Seminole, Osceola, Orange and the City of Orlando) is asked to name six (6) individuals to serve on the CFRCH. The Chairperson of the CFRCH will be jointly selected by

the elected chairs of the participating jurisdictions. Funding for this effort would be determined at a later date and request made to each participating jurisdiction.

Following the appointments of the CFRCH by each participating jurisdiction, an inaugural meeting will be scheduled in May (date to be determined). Appointment of the Seminole County representatives at the April 24th Board of County Commissioners meeting is necessary to facilitate the beginning of the CFRCH's work.

Attached is a summary of the CFRCH proposed Vision/Mission.

STAFF RECOMMENDATION:

Staff recommends the Board accept invitation to participate in the Regional Commission on Homelessness (CFRCH), authorize each Commissioner to appoint one (1) member to the CFRCH and designate Dr. David Medley, Seminole County Community Services Director, as the sixth member for the Seminole County delegation.

ATTACHMENTS:

1. Central Florida Homeless Visioning Group

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

Central Florida Homeless Visioning Group

What is the scope/mission of a “future” Regional Commission on Homelessness?

The Central Florida Regional Commission on Homelessness (CFRCH) will assess and address the economic and social impacts of homelessness on our communities within the three county region of Central Florida. This commission will create a cooperative plan that will look at all issues surrounding homelessness and prepare a report for presentation to the elected boards of Orange, Osceola, and Seminole Counties, and to the City of Orlando, as well as all other participating local municipalities.

What are the guiding principles of this commission?

If this commission is to succeed, it will require that all members agree to and support these significant guiding principles (in no particular order):

- The commission will have a regional focus while attempting to understand the unique impact of homelessness on each local community.
- Members will be asked to keep an open mind as to the nature and causes of homelessness focusing on educating themselves on the issue and analyzing the facts surrounding the impact in our region/communities.
- The commission will be cooperative in nature and focus on solutions understanding the unique sense of urgency associated with homelessness.
- Solutions will be centered on a comprehensive outcome-based management model that is action and result-oriented.
- Sub-committees will make every effort to research Best & Emerging Practices throughout our region, state and country trying to understand solutions and measurements that can be adapted for our region/communities.

What will be the structure of the commission?

Members of the CFRCH will be recommended/appointed by the participating jurisdictions based upon their local process. It is recommended that this commission have a broad appeal with representatives from many different stakeholders. Examples of the identified demographic groups are: business, faith-based organizations, healthcare, related social service agencies, law enforcement/ public safety, legal associations, philanthropic groups, local public schools, homeless advocate groups, university/community colleges, related governmental agencies (i.e., Florida DCF, U.S. Department of Labor), and affordable housing developers. In addition, the commission should represent the demographic profile of our community by sex, race, and socio-economic balance.

The chair of the commission will be jointly selected by the elected chairs of the participating jurisdictions and should be a highly visible community leader with good organizational skills. A background in local government, knowledge of the financial issues, as well as a deep understanding of the complexities of serving this special-needs population will also be sought.

The commission will be divided into four subcommittees. Each of these subcommittees will research their assigned topic/issue, study the “best and emerging practices,” evaluate current “processes” and resource allocations within our communities, identify gaps of services or resources, look for ways to “leverage” existing opportunities, and present “results-oriented” recommendations and solutions to the

general committee for review and action. Each subcommittee will be made up of six members who will not serve on another subcommittee. Chairs of each subcommittee, plus a general chair, will create the Steering Committee that will help keep the commission on-task to complete their report. The following is a list of the subcommittees with their respective assignments:

Housing Subcommittee: This subcommittee will be responsible for issues surrounding housing.

Included will be emergency housing and sheltering, transitional housing, affordable/permanent housing, woodland camps and code enforcement, as well as researching the emerging “Housing First” models throughout the country.

Healthcare Subcommittee: This subcommittee will be responsible for issues surrounding all types of healthcare for the homeless. Included will be assistance for mental health & substance abuse, access to services for sexually transmitted diseases/HIV/AIDS, availability of treatment (both in-patient and out-patient), and the impact on the emergency services (EMT/Fire Rescue/Hospital) in our community.

Self-Sufficiency Subcommittee: This subcommittee will be responsible for issues surrounding self-sufficiency (not included within other subcommittees). Included will be issues related to employment, job training, job placement, legal issues and related benefits, family support for the growing number of homeless families, SSI and related federal benefits, and transportation (local).

Resource/Community Asset Subcommittee: This subcommittee will be responsible for looking at how to integrate services and resources in our communities. Included will be issues surrounding law enforcement, economic impacts, potential funding sources, and leveraging/maximizing existing community resources.

How will this commission be “staffed” and by whom?

The CFRCH will require support staffing to keep that process moving ahead while creating an atmosphere that will help volunteers understand the issues surrounding homelessness and helping create a comprehensive report for all jurisdictions. It is recommended, in following the lead of the Orange County Consolidation Commission, that an “Executive Director” be recruited and funded through the joint cooperation of all participating jurisdictions. While the complete job description is yet to be completed and a budget for this position is still being studied, this person would oversee the process of the entire commission. The Executive Director would be responsible for additional research of designated issues, oversight of the meetings, complete the final report, working closely with the General Chair and Sub-Committee Chairs, and facilitating the commission as needed. It is suggested that an office be provided along with minimal temporary staff support.

As part of an in-kind contribution, each of the four jurisdictions (Orange County, Osceola County, Seminole County, and the City of Orlando) will be asked to provide the necessary staff support of one of the sub-committees. A staff representative from each sub-committee will meet regularly with the Executive Director to determine scheduling and support required to keep this process moving toward conclusion.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Emergency Warning System Update**DEPARTMENT:** Public Safety**DIVISION:** Emergency Management**AUTHORIZED BY:****CONTACT:** Steve Watts**EXT:****MOTION/RECOMMENDATION:**

Direct staff regarding implementation measures relating to cost and implementation timeline for components of the emergency warning system that were presented to the Board on April 10, 2007. (Steve Watts/Alan Harris)

County-wide

BACKGROUND:

At the Board of County Commissioners meeting on April 10, 2007, staff presented a report on emergency warning systems that included immediate action items and short-term and long-term goals. The Board voted to accept the report and directed staff to return at the April 24, 2007 Board meeting and provide information on costs and timelines for implementing the immediate action and short-term goals.

Staff is preparing a report document and will be distributing it prior to the Board meeting.

STAFF RECOMMENDATION:

Staff seeks direction from the Board regarding implementation.

Additionally Reviewed By:

No additional reviews

The Planning and Zoning Commission met on March 7, 2007 and voted 4-0 to recommend APPROVAL of a rezone from A-1 (Agriculture) and R-1AAA (Single Family Dwelling) to R-1AA (Single-Family Dwelling), located on the south side of Sand Lake Road, 500 feet west of the intersection of Sand Lake Road and Sandy Lane, based on staff findings.

ATTACHMENTS:

1. Staff Report
2. LocationMapZ2006-88.pdf
3. ZoneFLUMapZ2006-88.pdf
4. Aerial_Z2006-88.pdf
5. Ordinance.DOC
6. Denial_Development_Order.DOC
7. School_Analysis.doc
8. Minutes

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran, Kimberly Laucella)

APPLICANT	Robert Dietz		
PROPERTY OWNER	True North, LLC		
REQUEST	Rezone from A-1 (Agriculture) & R-1AAA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling)		
PROPERTY SIZE	4.76 ± acres		
HEARING DATE (S)	P&Z: March 7, 2007	BCC: April 24, 2007	
PARCEL ID	07-21-29-300-0150-0000 & 07-21-29-300-014C-0000		
LOCATION	Located on the south side of Sand Lake Road, 500 feet west of the intersection of Sand Lake Road and Sandy Lane.		
FUTURE LAND USE	LDR (Low Density Residential)		
ZONING	A-1 (Agriculture) & R-1AAA (Single-Family Dwelling)		
FILE NUMBER	Z2006-88		
COMMISSION DISTRICT	#3 – Van Der Weide		

Proposed Development:

The applicant is proposing to construct single-family residences.

ANALYSIS OVERVIEW:

Zoning Request

The applicant is requesting to rezone 4.76 ± acres, located on the south side of Sand Lake Road, 500 feet west of the intersection of Sand Lake Road and Sandy Lane, from A-1 (Agriculture) & R-1AAA (Single Family Dwelling) to R-1AA (Single-Family Dwelling). R-1AA (Single-Family Dwelling) requires a minimum lot size of 11,700 sq. ft. The Future Land Use Designation of the subject property is Low Density Residential (LDR), which allows the requested zoning district.

The following table depicts the minimum regulations for the current zoning district of R-1AAA (Single-Family Dwelling) & A-1 (Agriculture) and the requested zoning district of R-1AA (Single-Family).

Minimum Lot Size	13,500 square feet	43,560 square feet	11,700 square feet
Minimum House Size	1,600 square feet	N/A	1,300 square feet
Minimum Width at Building Line	100 feet	150 feet	90 feet
Front Yard Setback	25 feet	50 feet	25 feet
Side Yard Setback	10 feet	10 feet	10 feet
(Street) Side Yard Setback	25 feet	50 feet	25 feet

Rear Yard Setback	30 feet	30 feet	30 feet
Maximum Building Height	35 feet	35 feet	35 feet

Compatibility with Surrounding Properties:

The Land Development Code provides the application of the Weighted Method for determining single-family residential compatibility within the LDR Future Land Use designation. Staff conducted the lot size compatibility analysis, per Section 30.1380.3 of the Land Development Code and Policy FLU 2.10 of the Vision 2020 Comprehensive Plan, and determined that the analysis does support the requested rezone to R-1AA.

The calculations assign differing weights to the surrounding zoning districts according to permitted development intensities within those districts. A-1 zoned properties in proximity to a proposed rezoning receive a base weight of 4, but additional points can be assigned if water, sewer, and paved roads are available, up to a maximum weight of 7.

Weighting factors, together with the acreage of parcels within a 660-foot radius of the subject property, determine the “compatible” zoning for the subject property. After running the lot size compatibility analysis for the proposed 4.76 ± acre rezone request to R-1AA, the results from the analysis indicated a weight of 7.12, which is equivalent to the R-1AA zoning district.

SITE ANALYSIS:

Environmental Impacts:

Floodplain Impacts:

Based on FIRM map 12117C0115E, with an effective date of April 17, 1995, as well as preliminary updated DFIRMs, there does not appear to be any 100 year floodplains on the property.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there does not appear to be any wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there are endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

Utilities:

The site is located in the Southeast utility service area, and will be required to connect to public utilities. There is a 10-inch water main approximately 620 feet west and 200 feet south on the east side of S. Hunt Club Blvd. and an 8-inch force main on the northwest side of the parcel. The subject property is not in the ten year master plan for reclaimed water.

Transportation / Traffic:

The property is adjacent to Sand Lake Road which is classified as a collector road. Sand Lake Road is currently programmed to be improved according to the County 5-year Capital Improvement Program. The plan calls for the installation of a 5-foot sidewalk (north side) and some intersection improvements from Hunt Club Boulevard to Hickory Drive along Sand Lake Road.

School Impacts:

The Seminole County Public School District has prepared an analysis regarding impacts resulting from recently platted residential developments that are zoned for the same schools as the subject property, but are not yet included in the school capacity numbers. This analysis is included as an attachment to this report.

Drainage:

The proposed project is located within the Little Wekiva Drainage Basin, and may have limited downstream capacity. At a minimum the site will be required to hold the pre-post volume difference for the 25 year/24 hour storm and 3" over directly connected impervious area. Additional retention may be required if a positive legal outfall cannot be secured and/or if the downstream condition is constrained.

Parks, Recreation and Open Space:

The applicant is required to provide at a minimum 25% of the site in open space, per Section 30.1344 (Open Space Ratios and Design Guidelines) of the Seminole County LDC.

Buffers and Sidewalks:

Because this is a proposed residential project adjacent to both residential and agricultural zoning and the LDR Future Land Use Designation, no exterior buffers are

required. There is an existing 5-foot wide sidewalk that runs along the south side of Sand Lake Road.

APPLICABLE POLICIES:

Fiscal Impact Analysis:

This project does not warrant running the County Fiscal Impact Analysis Model. _

Special Districts:

The subject property is located within the Aquifer Recharge overlay. All new residential development must maintain 40% pervious surfaces per Section 30.1027 of the Seminole County LDC.

Comprehensive Plan (Vision 2020):

The following policies are applicable with the proposed project:

- Policy FLU 2.5: Transitional Land Uses
- Policy POT 4.5: Potable Water Connection
- Policy SAN 4.4: Sanitary Sewer Connection
- Policy PUB 2.1: Public Safety Level-of-Service

INTERGOVERNMENTAL NOTIFICATION:

Intergovernmental notices were not sent; the subject property is not within or directly adjacent to any local municipality. An intergovernmental notice was sent to the Seminole County School Board on January 29, 2007.

LETTERS OF SUPPORT OR OPPOSITION:

At this time, Staff has not received any letters of support or opposition.

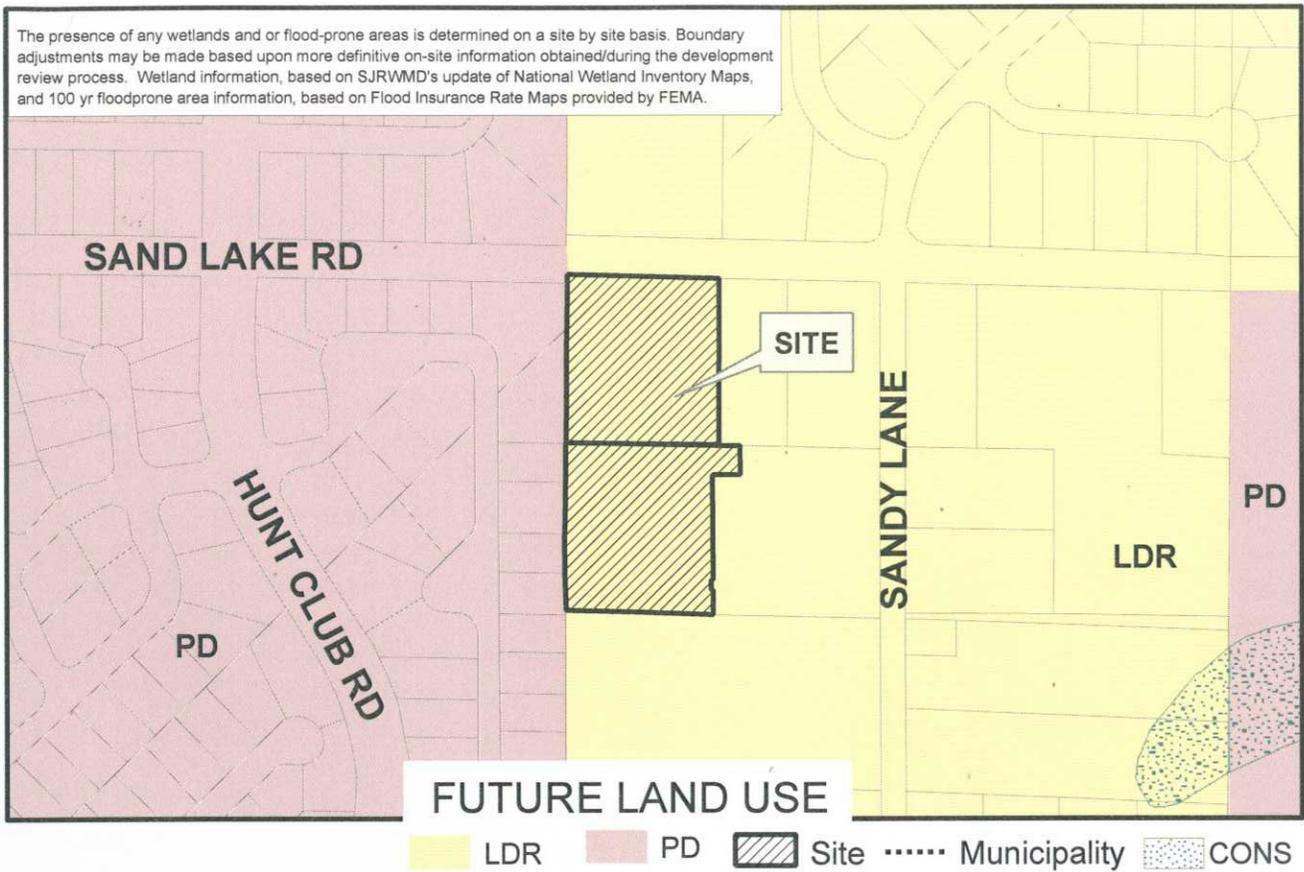
STAFF RECOMMENDATION:

Staff recommends approval of the request to rezone 4.76 ± acres, located on the south side of Sand Lake Road, 500 feet west of the intersection of Sand Lake Road and Sandy Lane, from A-1 (Agriculture) and R-1AA (Single Family Dwelling) to R-1AA (Single-Family Dwelling).

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on March 7, 2007 and voted 7-0 to recommend APPROVAL of a rezone from A-1 (Agriculture) and R-1AAA (Single Family Dwelling) to R-1AA (Single-Family Dwelling), located on the south side of Sand Lake Road, 500 feet west of the intersection of Sand Lake Road and Sandy Lane, based on staff findings.

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.

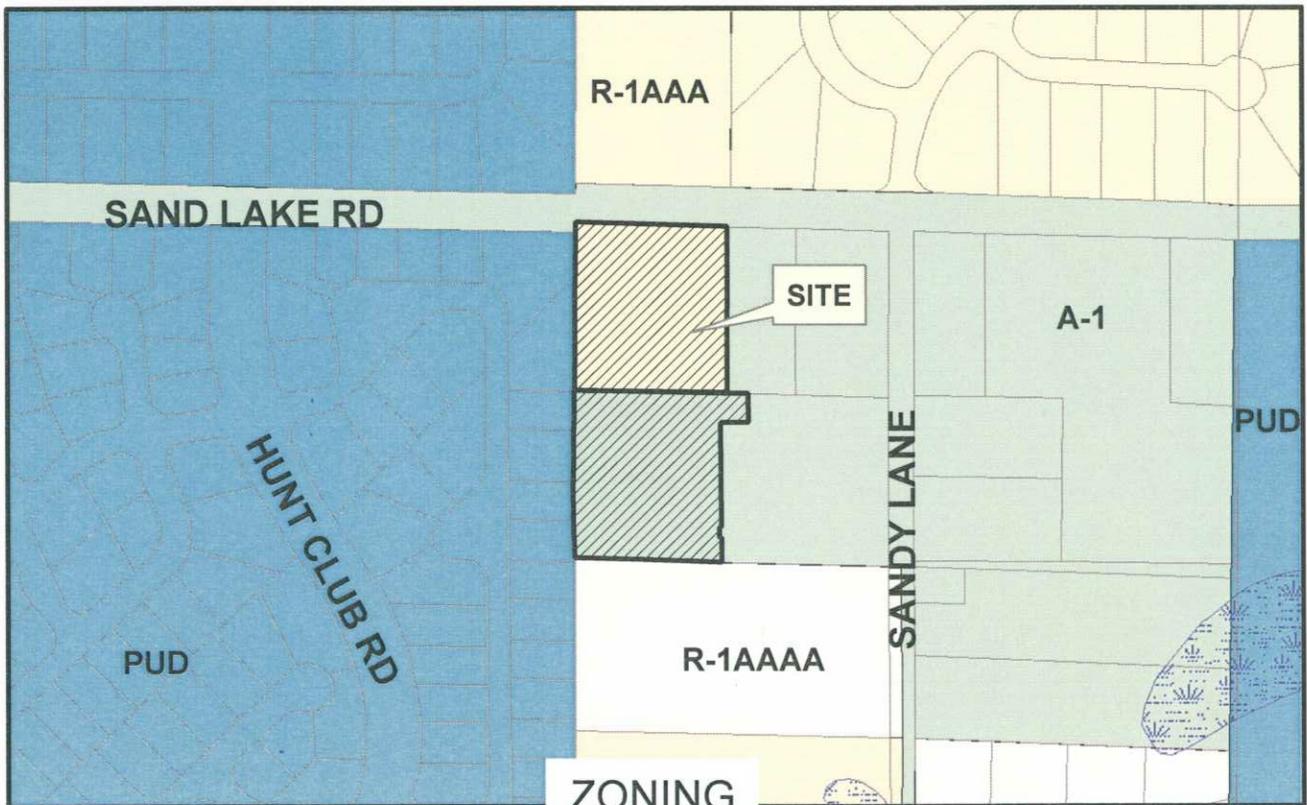


FUTURE LAND USE

LDR
 PD
 Site
 Municipality
 CONS

Applicant: Robert Dietz
 Physical STR: 07-21-29-300-0150 & 014C-0000
 Gross Acres: 4.76 +/- BCC District: 3
 Existing Use: Vacant & Misc. Residential
 Special Notes: None

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2006-088	A-1/ R-1AAA	R-1AA



ZONING

A-1
 R-1AAA
 R-1AAAA
 PUD
 FP-1
 W-1



Rezone No: Z2006-088
From: A-1/R-1AAA To: R-1AA

-  Parcel
-  Subject Property



Winter 2006 Color Aerials

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) AND THE R-1AAA (SINGLE-FAMILY DWELLING) ZONING CLASSIFICATION THE R-1AA (SINGLE-FAMILY DWELLING) 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 "Sand Lake Road 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) and R-1AAA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling):

SEE ATTACHED EXHIBIT A

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not

affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon filing a copy of this Ordinance with the Florida Department of State by the Clerk of the Board of County Commissioners.

ENACTED this 24th day of April 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Carlton D. Henley
Chairman

**EXHIBIT A
LEGAL DESCRIPTION**

**THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF THE
NORTHEAST ¼ OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE
COUNTY, FLORIDA, LESS THE ROAD RIGHT OF WAY AND LESS THE 16.5 FEET
THEREOF.**

AND

**COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH ½ OF THE NW ¼ OF THE
SE ¼ OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY,
FLORIDA; THENCE RUN N89°59'44", A DISTANCE OF 16.50 FEET ALONG THE NORTH
LINE OF SAID SOUTH ½ TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG
SAID NORTH LINE, N89°59'44"E, A DISTANCE OF 350.00 FEET; THENCE DEPARTING
SAID NORTH LINE RUN S00°25'54"E, A DISTANCE OF 61.00 FEET, PARALLEL TO THE
WEST LINE OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 7; THENCE S89°59'44"W, A
DISTANCE OF 55.00 FEET; THENCE S00°25'54"E, A DISTANCE OF 204.91 FEET,
PARALLEL TO THE WEST LINE OF SAID SE ¼ OF THE NE ¼; THENCE S89°34'06"W, A
DISTANCE OF 4.00 FEET; THENCE S00°25'54"E, A DISTANCE OF 21.00 FEET,
PARALLEL TO THE WEST LINE OF SAID SE ¼ OF THE NE ¼; THENCE N89°34'06"E, A
DISTANCE OF 4.00 FEET; THENCE S00°25'54"E, A DISTANCE OF 51.04 FEET TO A
POINT ON THE SOUTH LINE OF THE SOUTH ½ OF THE NW ¼ OF THE SE ¼ OF THE
NE ¼ OF SAID SECTION 7, THENCE N89°53'48"W, ALONG SAID SOUTH LINE, A
DISTANCE OF 295.00 FEET; THENCE N00°25'54"W, PARALLEL TO AND 16.50 FEET
EASTERLY OF THE WEST LINE OF THE SE ¼ OF NE ¼ OF SAID SECTION 7, A
DISTANCE OF 337.39 FEET TO THE POINT OF BEGINNING.**

CONTAINING 2.36 ACRES, MORE OR LESS

FOR A TOTAL OF 4.76 ACRES, MORE OR LESS

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On April 24, 2007, Seminole County issued this Denial Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

Property Owner(s): True North, LLC

Project Name: Sand Lake Road Rezone

Requested Development Approval: The applicant is requesting to rezone 4.76 ± acres located on the south side of Sand Lake Road, 500 feet west of the intersection of Sand Lake Road and Sandy Lane, from A-1 (Agriculture) & R-1AAA (Single Family Dwelling) to R-1AA (Single-Family Dwelling), in order to develop a single-family subdivision.

The Board of County Commissioners has determined that the rezone request from A-1 (Agriculture) & R-1AAA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling) is not compatible with the surrounding area to the south and could not be supported.

After fully considering staff analysis titled "Sand Lake Road Rezone" and all evidence submitted at the public hearing on April 24, 2007, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested rezone from A-1 (Agriculture) & R-1AAA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling) should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

The aforementioned application for development approval is **DENIED**.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Carlton D. Henley, Chairman

EXHIBIT "A"

**THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF THE
NORTHEAST ¼ OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE
COUNTY, FLORIDA, LESS THE ROAD RIGHT OF WAY AND LESS THE 16.5 FEET
THEREOF.**

AND

**COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH ½ OF THE NW ¼ OF THE
SE ¼ OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY,
FLORIDA; THENCE RUN N89°59'44", A DISTANCE OF 16.50 FEET ALONG THE NORTH
LINE OF SAID SOUTH ½ TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG
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DISTANCE OF 337.39 FEET TO THE POINT OF BEGINNING.**

CONTAINING 2.36 ACRES, MORE OR LESS

FOR A TOTAL OF 4.76 ACRES, MORE OR LESS



Seminole County Public Schools

School Capacity Report

To: Seminole County Board of County Commissioners

From: George Kosmac, Deputy Superintendent, Seminole County Public Schools

Date: February 16, 2007

RE. Z2006-88 Sand Lake Road Rezone

Seminole County Public Schools (SCPS), in reviewing the above rezone request, has determined that if approved the new zoning designation would have the effect of increasing residential density, and as a result generate additional school age children.

Description – 4.76 ± acres, located on the south side of Sand Lake Road, 500 feet west of the intersection of Sand Lake Road and Sandy Lane. The request is to change the zoning from A-1 (Agriculture) and R-1AAA (Single Family Dwelling) to R-1AA (Single-Family Dwelling). R-1AA (Single-Family Dwelling) requires a minimum lot size of 11,700 sq. ft. The Future Land Use Designation of the subject property is Low Density Residential (LDR), which allows the requested zoning district.
Parcel ID #s 07-21-29-300-0150-0000 & 07-21-29-300-014C-0000

Based on information received from Seminole County Planning and from the staff report for the request, SCPS staff has summarized the potential school enrollment impacts in the following tables:

Total Proposed units					
Total # of Units		# of Single-Family Lots		# of Multi-Family Units	
17		17		0	
Student Generation					
Impacted Schools	Projected Number of Additional Students	Current Capacity	Current Enrollment	Percent Utilization	Students Resulting from Recently Approved Developments
Elementary Wekiva	5	713	871	122.2	4
Middle Teague	2	1476	1618	109.6	7
High Lake Brantley	2	2944	3206	108.9	8

Terms and Definitions:

Florida Inventory of School Houses (FISH): The numbering and data collection system developed and assigned through the Department of Education for land parcels, buildings, and rooms in public educational facilities. Based upon district data entry, FISH generates the student station counts and report data for school spaces throughout the districts and the State.

Student Stations: The actual number or count of spaces contained within a room that can physically accommodate a student. By State Board Rule, the student station count is developed at the individual room level. Prior to Class Size Reduction (CSR), the number of student stations assigned to a room was dependent upon the room size and the particular the instructional program assigned to the room. This is no longer the case for core curricula spaces (see e. below). The total number of student stations at a campus is determined by the cumulative student station count total of the rooms at the campus that are assigned student station counts.

Utilization: A State Board Rule prescribed percentage of student stations that a room (and proportionately, a school and school district) can satisfactorily accommodate at any given time. From a school/campus analysis perspective, “utilization” is determined as the percentage of school enrollment to capacity. Current DOE established K-12 utilization factors are as follows:

Elementary 100%, Middle 90%, High 95%

Capacity: The number of students that can be satisfactorily accommodated in a room at any given time and which, is typically a lesser percentage of the total number of student stations. That percentage factor is typically referred to as the “Utilization Factor”. The capacity of a campus is therefore determined by multiplying the total number of student stations by the utilization factor (percentage). NOTE: Capacity is **ONLY** a measure of space, not of enrollment.

Class Size Reduction (CSR): Article IX of the Florida Constitution requires the legislature to “make adequate provision” to ensure that by the beginning of the 2010 school year, there will be a sufficient number of classrooms for a public school in core related curricula so that:

- i) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students;
- ii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and
- iii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students

School Size: For planning purposes, each public school district must determine the maximum size of future elementary, middle and high schools. Existing school size is determined solely through FISH data. Seminole County Public Schools has established the sizes of future schools (with the exception of special centers and magnet schools)

as follows:

- i) Elementary: 780 student stations
- ii) Middle: 1500 student stations
- iii) High: 2,800 student stations

Projected Number of Additional Students is determined by applying the current SCPS student generation rate (calculated by using US Census data analysis) to the number and type of units proposed. The number of units is determined using information provided by the County and/or from the applicant's request. If no actual unit count is provided the unit count is then estimated based on the maximum allowable density under the existing/proposed future land use designation.

Full Time Equivalent (FTE) - A calculation of student enrollment conducted by The Florida Department of Education (FDOE) authorized under Section 1011.62, Florida Statutes to determine a maximum total weighted full-time equivalent student enrollment for each public school district for the K-12 Florida Educational Funding Program (FEFP).

Students Resulting from Recently Approved Developments is a summary of students generated from developments approved and platted since January 2005. Student enrollment changes due to existing housing are excluded from these totals.

Comments:

The students generated from the new residential dwelling units could not be absorbed into the elementary, middle, or high schools without the increased use of relocatable student stations (portables) or significant reduction in level of service at the affected campus. The current SCPS five-year plan includes an additional 186 student stations to relieve Wekiva Elementary, however that relief may not be sufficient to accommodate the current and projected students. There are no planned expansions/additions in the current five-year capital plan that would provide additional student capacity to relieve Teague Middle or Lake Brantley High schools. In addition to the comments above, there are a number of developments approved yet un-platted (Wekiva Town Homes, Line Drive PD, Gallimore subdivision) in the attendance zones that will add to the enrollment of the effected schools.

**MINUTES FOR THE
REGULAR MEETING OF THE SEMINOLE COUNTY
LAND PLANNING AGENCY/
PLANNING AND ZONING COMMISSION**

*WEDNESDAY, MARCH 7, 2007
7:00 P.M.*

Members present: Matthew Brown, Walt Eismann, Rob Wolf, and Kim Day.

Members absent: Dudley Bates, Ben Tucker and Jason Brodeur.

Also present: April Boswell, Planning Manager; Ian Sikonia, Senior Planner; Kathleen Furey-Tran, Assistant County Attorney; and Candace Lindlaw-Hudson, Clerk to the Commission.

3391 Sand Lake Road (Longwood) Rezone; Robert Dietz, applicant; 4.76 acres±; Rezone from R1-AAA (Single Family Dwelling) and A-1 (Agriculture) to R1-AA (Single Family Dwelling); located on the south side of Sand Lake Road, 500 feet west of the intersection of Sand Lake Road and Sandy Lane. (Z2006-88)

Commissioner Van Der Weide – District 3
Ian Sikonia, Senior Planner

Ian Sikonia introduced the application for the rezone of 4.76 acres from A-1 and R-1AA zoning to R-1AA zoning. The property is located on the south side of Sand Lake Road, approximately 500 feet west of the intersection of Sand Lake Road and Sandy Lane.

Mr. Sikonia stated that the future land use designation of the property (Low Density Residential) allows for the requested zoning district. Low Density Residential Future Land Use allows for a maximum of 4 dwelling units per acre.

Staff conducted a lot size compatibility analysis of the site and its surrounding environs and determined that the analysis does support the requested rezone to R-1AA.

There are two PUDs within 660 feet of the proposed site which were considered in the lot size compatibility analysis: Foxwood PUD Phase One, with 7,500 square foot lots, and Wekiva Hunt Club PUD with 8,400 square foot lots. To the north of the proposed site is R-1AAA zoning and to the east and south are A-1

zonings. The calculations based on these surrounding zonings showed compatibility with R-1AA zoning.

Staff recommends approval of the request for a rezone of 4.76 acres from A-1 (Agriculture) and R-1AAA (Single Family Dwelling) to R-1AA (Single Family Dwelling).

Commissioner Wolf asked for the lot sizes of the Wekiva Hunt Club lots.

Mr. Sikonia said that they were 8,400 square feet.

Robert Dietz said that he was available to answer questions.

Commissioner Wolf made a motion to recommend approval of the request.

Commissioner Eismann seconded the motion.

The motion passed 4 – 0.

Respectfully submitted,

Candace Lindlaw-Hudson
Clerk to the Commission

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: SHIP Local Housing Assistance Plan (LHAP) 2007/2008, 2008/2009, and 2009/2010.

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY:

CONTACT: Alice Gilmartin

EXT:

MOTION/RECOMMENDATION:

(1) Enact the proposed ordinance amending Part 12 of Chapter 40, Seminole County Code;

(2) Adopt the resolution approving the three (3) year SHIP Local Housing Assistance Plan (LHAP) for Fiscal Years 2007/2008 through 2009/2010. Approval of this LHAP will also apply new dollar amounts of ceiling housing costs, subsidies, and strategies to funds of prior SHIP distribution years;

(3) Authorize staff to submit the proposed LHAP to the Florida Housing Finance Corporation (FHFC) for approval;

(4) Authorize the Chairman to execute the ordinance, the resolution and Exhibit D of the LHAP (Certification to the FHFC).

(Alice Gilmartin)

County-wide

BACKGROUND:

A public hearing is being held to update the ordinance pertaining to affordable housing. State statutes have changed a number of the requirements or features of the SHIP program since the original ordinance was passed by the Board of County Commissioners (BCC) in 1993; therefore an updated ordinance and the required resolution for the LHAP is before the Board. The proposed ordinance provides authorization to extend assistance to moderate income households (which includes "Essential Services Personnel" as defined in the statutes) and conforms many definitions and terms in the present ordinance to those in the statutes to better assure more consistent interpretation and application. State statutes for the State Housing Initiatives Partnership (SHIP) program requires that the County update its LHAP every three (3) fiscal years.

An updated LHAP is attached for the Board's review and approval. Changes to the document include more recent statutory emphasis on affordable housing and direction given by the Board at a discussion on 1/9/07 regarding affordability clauses and are in keeping with earlier Board direction on providing assistance to moderate income households. A summary of the changes are below. For informational purposes, explanations regarding deferred payments and equity sharing are enclosed as Attachment 1 to this memorandum. A summary of the changes follows:

1. New maximum sales price of new and existing homes is being increased from \$160,000 to the amount reflecting 90 percent of the median area purchase price as established by the U.S. Treasury Department (the amount for 2006 for the Orlando MSA is \$293,291.10), meaning the ceiling purchase price will become self-adjusting annually to reflect the new established amount.

2. Provision of down payment assistance to moderate income households that have a total income that does not exceed 120% of median income. A family of four may qualify if earning less than \$68,880. This effort is in conjunction with the County's Workforce Housing Effort discussed at the June 13, 2006 Board meeting. In addition, a state mandated definition for "Essential Services Personnel" is added per the requirements of Section 420.9075(3)(a), Florida Statutes.

3. Down payment assistance subsidy rates are established for moderate income households and revised for low and very low income households (See Attachment 1). An equity sharing process is added where a greater amount of funds would be returned to the County over time to be used for funding the strategies of the LHAP. Examples for the housing strategies are also explained in Attachment 1, entitled, Proposed SHIP Subsidy Amounts for Down Payment Assistance and Shared Equity Concept - Examples of Applications to the Strategies. The Workforce Housing Task Force supported providing down payment assistance to moderate income households and increasing subsidy rates to low and very low income households.

4. Other minor items include a definition of a first time buyer; allowing manufactured homes, with the insignia of the Department of Community Affairs, to be financed with SHIP funding; and the payment of back taxes and home insurance as a function of the LHAP strategy for a one (1) time Foreclosure Prevention effort.

5. Staff is asking the Board to approve the ability to use the newer ceiling cost for purchasing houses, the higher subsidy rates, the use of equity sharing for return of money and other dollar amounts associated with strategies for older SHIP distribution years prior to 2007/2006. This action will give staff more flexibility in spending the older SHIP distribution monies. All proposed revisions are in keeping with Florida Statutes regarding Fair Housing. After the Board's approval of the new three (3) year LHAP update (See Attached Ordinance), Staff will forward these changes to the Florida Housing Finance Corporation for their review and approval. The LHAP is due to the Florida Housing Finance Corporation on May 2, 2007.

STAFF RECOMMENDATION:

Staff recommends the Board approve the ordinance, the resolution and the proposed three (3) year SHIP Local Housing Assistance Plan (LHAP) for Fiscal Years 2007/2008 through 2009/2010, authorize submittal of the proposed LHAP to the Florida Housing Finance Corporation for approval and authorize the Chairman to execute the ordinance, the Resolution and Exhibit - D (Certification) of the LHAP.

ATTACHMENTS:

1. Proposed SHIP Subsidy Amounts for Down Payment Assistance and Shared Equity Concept - Examples of Applications of Strategies

2. Ordinance
3. Economic Impact Statement
4. Resolution
5. SHIP Local Housing Assistance Plan (with Exhibits)

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

Attachment 1

Proposed SHIP Subsidy Amounts for Down Payment Assistance and Shared Equity Concept – Examples of Applications to the Strategies

SHIP Subsidy Amounts for Down Payment Assistance		
Income Eligibility Household	Current Subsidy Amount	Proposed Subsidy Amount
Moderate Income	\$0	\$20,000
Low Income	\$20,000	\$90,000
Very Low Income	\$40,000	\$130,000

Explanation of Shared Equity Concept

PURCHASE ASSISTANCE (Strategy II A.)

Mr. and Mrs. Jones qualify as a very low income household to receive SHIP Purchase Assistance as homebuyers. Consequently, Mr. and Mrs. Jones receive \$130,000 in SHIP assistance for a thirty (30) year term when they close on January 1, 2007. They also agree to share an amount equal to 25% of the net proceeds realized on the property should they sell, re-finance, convey, transfer or otherwise no longer occupy the residence during the entire thirty (30) year term of the SHIP Mortgage Deed, and Promissory Note which would expire January 2, 2037.

Assuming the Joneses remain in their home for the entire thirty year period, the following example illustrates how the initial SHIP subsidy would be forgiven:

As is the standard practice under the present Local Housing Assistance Plan (LHAP) \$40,000 is forgiven after ten (10) years which would become effective on January 2, 2017.

The remaining \$90,000 would be forgiven using a prorated percentage of 5% per year for twenty (20) years.

DATE	FORGIVEN	BALANCE DUE COUNTY
January 1, 2007	\$0	\$130,000
January 2, 2017	\$40,000	\$90,000
January 2, 2018	\$4,500	\$85,500
January 2, 2019	\$4,500	\$81,000

January 2, 2020	\$4,500	\$76,500
January 2, 2021	\$4,500	\$72,000
January 2, 2022	\$4,500	\$67,500
January 2, 2023	\$4,500	\$63,000
January 2, 2024	\$4,500	\$58,500
January 2, 2025	\$4,500	\$54,000
January 2, 2026	\$4,500	\$49,500
January 2, 2027	\$4,500	\$45,000
January 2, 2028	\$4,500	\$40,500
January 2, 2029	\$4,500	\$36,000
January 2, 2030	\$4,500	\$31,500
January 2, 2031	\$4,500	\$27,000
January 2, 2032	\$4,500	\$22,500
January 2, 2033	\$4,500	\$18,000
January 2, 2034	\$4,500	\$13,500
January 2, 2035	\$4,500	\$9,000
January 2, 2036	\$4,500	\$4,500
January 2, 2037	\$4,500	\$0

At any point, during and after the thirty (30) year period has expired, the Joneses are required to share the net proceeds in the sale, transfer, etc., at an amount equal to 25% of the appraised value as determined by a licensed state appraiser less the original price and any documented home improvements and buyer contributions from the original purchase.

For example:

On January 1, 2007, the Joneses purchased a home for \$200,000 with a \$1,000 buyer contribution.

Prior to 2022 the Joneses installed new windows valued at \$10,000.

On January 1, 2022, the Joneses sell their home for \$260,000 and the property is appraised at \$260,000. The \$40,000 has been forgiven because the Joneses have fulfilled their ten (10) year obligation. The Joneses will repay the County 25% of \$49,000 ((\$260,000 (appraised value), less \$10,000 (documented home improvements), less \$1,000 (original buyer contribution)). The repayment to the County would be \$12,250 in equity sharing plus \$67,500 from the prorated unforgiven deferred mortgage balance for a grand total of \$79,750. The County has realized a return of \$79,750 ((\$130,000 (original subsidy) less \$79,750 in recaptured funds))

In this example, the County's total SHIP investment (subsidy) in the property was \$50,250.

NEW CONSTRUCTION (Strategy II B.)

Under the New Construction strategy the County may select a non-profit or for-profit developer to construct new housing.

Example: After employing the County's purchase and procurement requirements through the County Purchasing Division, the County enters into a contract with ABC Construction, Inc. to construct a new home for eventual purchase by an eligible **very-low, low income, or moderate income household**.

In this example, the SHIP deferred payment will be forgiven and the 25% equity sharing example is the same as the Purchase Assistance Strategy (Strategy II A.).

ACQUISITION AND REHABILITATION (STRATEGY II C.)

Under the Acquisition and Rehabilitation strategy the County may select a non-profit or for-profit developer to acquire and rehabilitate existing housing units for purchase by an eligible **very-low or low income household**.

Example: After employing the County's purchase and procurement requirements through the County Purchasing Division, the County enters into a contract with ABC Construction, Inc. to acquire and rehabilitate an existing home.

In this example, the SHIP deferred payment will be forgiven and the 25% equity sharing example is the same as the Purchase Assistance Strategy (Strategy II A.).

REHABILITATION (STRATEGY II D.)

Under the Rehabilitation strategy the County may select a non-profit or for-profit developer to acquire and rehabilitate existing housing units for purchase by an eligible **very-low or low income household**.

Example: After employing the County's purchase and procurement requirements through the County Purchasing Division, the County enters into a contract with ABC Construction, Inc. to rehabilitate an owner occupied home.

In this example, the SHIP deferred payment will be forgiven in accordance with Strategy II A, however, equity sharing would not apply.

NEW CONSTRUCTION FOR SENIORS (STRATEGY II E.)

SHIP funds may be used for land acquisition, and be provided to a nonprofit or for-profit to construct a new housing development for seniors. The development will be targeted to one or two-person households who were previously owners of units determined unsuitable for rehabilitation (including mobile homes manufactured prior to 1994). In order to be eligible for this development, applicants will be required to demolish their dilapidated unit, but may retain ownership of the land. Recipients will be provided a life estate rather than fee simple title in their new unit, thus **preserving the residence as a long-term community resource of affordable senior housing.**

Example: After employing the County's purchase and procurement requirements through the County Purchasing Division, the County enters into a contract with ABC Non-Profit, Inc. providing a SHIP grant to construct a new housing development for **very-low, or low income, senior citizen residents.**

The County and ABC Non- Profit, Inc. will execute **a thirty- year (30) restrictive covenant** upon the property which will restrict ownership of the property to very-low or low income residents.

In this strategy, there is no SHIP deferred payment or equity sharing

DISASTER RELIEF (STRATEGY II F.)

In this strategy, there is no SHIP deferred payment or equity sharing as this is a \$15,000 grant for declared disasters.

FORECLOSURE PREVENTION (STRATEGY II G.)

The County will provide an interest free forgivable loan for 5 years. Repayment, default and recapture will be triggered at point of sale, transfer, refinance (including procurement of new, additional financing), or discovery that the home is no longer owner – occupied before the end of the term. If the unit is foreclosed, repayment will be limited to the amount available from net proceeds.

Without foreclosure, and under normal circumstances, in this example, the SHIP deferred payment will be forgiven and the 25% equity sharing example is the same as the Purchase Assistance Strategy (Strategy II A.).

RENTAL CONSTRUCTION AND REHABILITATION (STRATEGY III A.)

Under this strategy, SHIP Funds may be used for new construction or for rehabilitation of existing rental properties. Any unit which receives more than \$3,001 in assistance will be required to maintain a 15 year affordability period. For long term affordability (15 years), a deferred promissory note, and mortgage along with a 15 year restrictive covenant will be placed upon the property.

Example: After employing the County's purchase and procurement requirements through the County Purchasing Division, the County enters into a contract with ABC Non-Profit, Inc. providing a SHIP grant to construct a new housing development for **very-low, or low income households.**

In this strategy, there is no SHIP deferred payment or equity sharing because repayment, default and recapture will be triggered at point of sale, transfer, certain refinancing, or discovery that the units are no longer properly secured, maintained, or occupied in accordance with the funding documents.

AN ORDINANCE PERTAINING TO AFFORDABLE HOUSING ASSISTANCE TO VERY LOW INCOME, LOW INCOME AND MODERATE INCOME HOUSEHOLDS IN SEMINOLE COUNTY; AMENDING SECTIONS 40.262, 40.263, 40.264, 40.265, 40.266, 40.267 AND 40.268 OF CHAPTER 40, PART 12 SEMINOLE COUNTY CODE; REVISING CERTAIN TERMS, DEFINITIONS AND REFERENCES TO STATE REGULATIONS THEREIN TO BETTER CONFORM TO CURRENT STATUTORY DEFINITIONS AND COUNTY ORGANIZATIONAL STRUCTURE; PROVIDING AUTHORITY FOR THE EXPANSION OF AFFORDABLE HOUSING ASSISTANCE TO MODERATE INCOME HOUSEHOLDS AND ESSENTIAL SERVICES PERSONNEL AS MAY HEREAFTER BE DEEMED NECESSARY BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County adopted Chapter 40, Part 12 of the Seminole County Code in 1993 to comply with the requirements of the State Housing Initiatives Program presently codified as Chapter 420, Part VII, sections 420.907 through, 420.9079, Florida Statutes;

WHEREAS, recent revisions to the statutes, reorganization of the County departments and divisions responsible for administering the local affordable housing assistance program and the need for more expansive, innovative affordable housing strategies encouraged by the statutes renders it necessary to update the Code to facilitate interpretation and implementation of the affordable housing strategies; and

WHEREAS, the Board of County Commissioners finds and determines that the availability of safe, decent affordable housing for person of very low, low and moderate income and the

need for effective, innovative strategies to address that objective are matters of great public importance to the health, safety, welfare of the public and economic vitality of the County; and

WHEREAS, pursuant to Section 3.30, Seminole County Administrative Code, staff has prepared an Economic Impact Statement showing the economic impact of this Ordinance on the County, taxpayers and property owners, which Economic Impact Statement is now on file, available for public inspection and hereby approved by the Board;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Short Title. This Ordinance shall be known and referred to as the "Seminole County Affordable Housing Assistance Ordinance of 2007".

Section 2. Authority. This Ordinance is enacted under the authority of Section 1(g), Article VIII of the Constitution of the State of Florida, Chapter 125, Florida Statutes, and under the authority of the general Home Rule Charter of the County of Seminole.

Section 3. Amendment of Section 40.262, Seminole County Code. Section 40.262 of the Code is hereby amended to read as follows:

Sec. 40.262. Definitions.

The following terms, when used in this Chapter shall have the meanings respectively assigned to term in this Section. The definitions set forth in Section 420.9071, Florida Statutes, and Rule ~~91.37.002~~ 67-37.002, Florida Administrative Code, or their successor provisions, are hereby adopted for the purposes of this Chapter. The definitions in the Land Development Code of Seminole County shall also apply unless the context or intent of this Chapter clearly demands otherwise:

~~Administrative Coordinator: The Principal Planner for Community Development within the Comprehensive Planning Division of the County or another employee of that Division designated in writing by the Comprehensive Planning Manager.~~

Community Development Administrator or CD Administrator:
The Community Services Director or the Community Assistance Division Manger or their designee who has direct management responsibility for administration of the County's Local Housing Assistance Plan.

Local Housing Partnership (sometimes referred to as the "Partnership"): Implementation of the Seminole County Affordable Housing Assistance Program including, but not limited to the Seminole County Affordable Housing Assistance Plan, which will involve the Government of Seminole County and, potentially, municipalities within Seminole County, funding institutions,

housing developers, community-based housing and community service organizations, and providers of professional services relating in diverse ways to affordable housing. ~~The Partnership also includes homeowners who have been prepared for the responsibility of homeownership and tenants who have been prepared for the duties of rental relationships and as well as~~ providers of services such as, by way of example, daycare, health care and transportation providers.

Seminole County ~~Affordable~~ Local Housing Assistance Plan (sometimes referred to as the "~~Plan~~" "LHAP"): A concise description of the Seminole County Affordable Housing Assistance Program adopted by this Chapter with a detailed explanation of the methods by which the Program will be implemented and meet the requirements of this Chapter, Sections 420.907 through 420.9079, Florida Statutes, and other applicable law. Such methods of implementation shall include, but not be limited to, the uses of all County funds, whether the source be Federal, State or local, which will be used to provide and encourage affordable housing in Seminole County.

Seminole County Affordable Housing Assistance Program (sometimes referred to as the "Program"): The framework, as established by this Chapter, for addressing affordable housing needs in Seminole County.

Seminole County Affordable Housing Incentive Plan
(sometimes referred to as the "Incentive Plan"): A plan of regulatory incentives directed at the goal of making housing available at affordable prices by means such as cost reduction, expedited permitting and impact fee rebates in the development process.

Target Group: Means one or more natural persons, ~~or~~ a family or household, not including students, that has a total annual adjusted gross household income from all sources that is equal to or less than that person, ~~those persons or that family or household~~ whose income ~~does not exceed 90 percent of the median income~~ falls within the statutory definition of Very Low Income, Low Income or Moderate Income for the Orlando Metropolitan Statistical area, as adjusted per ~~family~~ household size. The term "Target Group" also includes essential services personnel as defined in the LHAP, as well as persons or ~~families~~ households, not including students, who have special housing needs including, but not limited to single parent households with children, handicapped headed households, households with incomes less than 30 percent median income, homeless people and families and migrant farmworkers, and those persons or families recovering from acute substance or domestic violence abuse who meet the income criteria set forth in the first sentence of this definition.

Section 4. Amendment of Section 40.263, Seminole County Code. Section 40.263 of the Code is hereby amended to read as follows:

Sec. 40.263. Purpose and objectives; findings.

(a) The purpose of the Seminole County Affordable Housing Assistance Program is to make affordable residential units available to the Target Group in order to meet the affordable housing needs of persons and families residing in Seminole County. The Program shall include a Local Housing Partnership which will harmonize, coordinate, facilitate, inter-relate and combine all available public and private resources and cost saving measures into a partnership by using private and public funds in order to reduce the costs of ~~housing to rehabilitate~~ rehabilitation to existing housing, to provide down payment assistance, to provide rental assistance, to provide disaster and emergency home repair assistance, to provide subsidy assistance, to increase the availability of affordable housing units by combining resources such as the Local Housing Partnership and cost saving measures, to use private and public dollars to provide or reduce the costs of housing, to build and organize the capacity of community based organizations to provide affordable housing, to promote expedited development review and permitting for affordable housing, and to promote the

leveraging of public and private funds to provide affordable housing to eligible persons and families.

(b) ~~The Seminole County Affordable Housing Assistance Plan Assistance Plan~~ Local Housing Assistance Plan and Seminole County Affordable Housing Incentive Plan shall be adopted by the Board of County Commissioners of Seminole County in accordance with this Chapter.

(c) Although this Chapter is not a land development regulation, the provisions of this Chapter are consistent with the goals, policies and objectives of the Seminole County Comprehensive Plan.

(d) To the maximum extent feasible, implementation of the Program shall be designed and implemented through a coordinated effort with the Local Housing Partnership which shall be broadly inclusive of the wide range and array of interests, skills, expertise and potentialities available within Seminole County to address the County's need for affordable housing.

Section 5. Amendment of Section 40.264, Seminole County Code. Section 40.264 of the Code is hereby amended to read as follows:

Sec. 40.264. Seminole County Affordable Housing Trust Fund.

(a) There is hereby established a separate trust fund to be known as the "Seminole County Affordable Housing Assistance Trust Fund" (sometimes referred to as the "Fund").

(b) All funds received from the State pursuant to the State Housing Initiatives Partnership Act, from the Federal government for the purposes of providing affordable housing, from any local or private contributions made for the purposes established by the Seminole County Affordable Housing Assistance Program and all Program income, including, but not limited to, investment earnings, shall be deposited into the Fund and may be used only for the purposes of the Program. Administration of the Fund shall comply with section 420.9075, Florida Statutes and Rule ~~9I-37.007~~ 67-37.008, Florida Administrative Code, or ~~its~~ their successor provisions. ~~Monies deposited in the Fund shall be subject to section 420.9075, Florida Statutes.~~

(c) The assets in the Fund may be deposited or invested only as provided by law.

(d) No expenditure, other than for the administration and implementation of the Program, may be made from the Fund.

(e) Funds deposited in the Fund may be used to administer the Program and the Seminole County Affordable Local Housing Assistance Plan in accordance with the provisions of this Section, ~~and~~ Resolution Number 92-R-271 ~~which has been~~ as modified by Resolution Number 93-R-142 and subsequent resolutions approving or amending future Local Housing Assistance Plans as shall be periodically adopted by the Board pursuant to State law. The County specifically finds the cost of

administering the Program exceeds five percent of the funding guaranteed from the State. Therefore, the Fund may be used for administrative expenses; provided, however, that administrative expenses shall not exceed ten percent of the local housing distribution. Resolution Number 92-R-271, as modified by Resolution Number 93-R-142, have been adopted to coincide with this provision.

(f) The Fund shall be separately stated as a special revenue fund in the County's audited financial statements. Copies of such audited financial statements shall be forwarded each year to the Florida Housing Finance ~~Agency~~ Corporation and the Affordable Housing Advisory Committee created in Section ~~40.266~~ 40.267 of this Chapter as soon as practical after such statements are available.

(g) The detailed qualification system for the proposed uses of the Fund will be adopted in the Local Housing Assistance Plan with consideration being given to the requirements of law and the local needs.

(h) The Fund shall be used only to:

(1) Provide local matching funds in order to obtain Federal or State housing grants. More specifically, such matching funds will be expended in accordance with the programs provided for in this Chapter and in accordance

with the regulations of each corresponding Federal or State program.

(2) Construct or repair homes for the Target Group in Seminole County. The County shall solicit local developers and contractors and other organizations willing to construct affordable housing and offer such incentives as the County adopts in the Incentive Plan. Incentives may include, but are not limited to, assistance in the construction of the infrastructure for eligible neighborhoods, impact fee credits and payments towards or the purchase of land by the County upon which construction will occur. The County shall also solicit lending institutions to work with the County and the eligible sponsor or person in providing low cost loans, interest point buy-down programs and other cost saving mechanisms in order to facilitate home ownership the Target Group.

(3) As a supplement to Florida Housing Finance Agency Corporation programs for use within the County.

(4) To provide emergency repairs by existing service providers ~~under weatherization programs.~~

(5) To provide for the construction and rehabilitation of rental housing affordable to the Target Group.

Section 6. Amendment of Section 40.265, Seminole County Code. Section 40.265 of the Code is hereby amended to read as follows:

Sec. 40.265. Establishment of the Seminole County affordable housing assistance program.

(a) The Seminole County Affordable Housing Assistance Program is hereby established.

(b) The Program is a blueprint or outline of potential affordable housing projects the County will use to construct its final goal of assuring the availability of affordable housing for eligible persons.

(c) In order to implement the Program, the Board of County Commissioners will, after considering the input of the ~~Administrative Coordinator~~ Community Development Administrator, the Local Housing Partnership and the comments of the public, adopt the Seminole County ~~Affordable~~ Local Housing Assistance Plan. The Program shall be implemented in such a manner in order to, to the extent practicable, provide support services for the benefit of Program beneficiaries such as, by way of example, training to prepare persons for the responsibility of home ownership, counseling of tenants and the establishment of support services such as, by way of further example only, daycare, health care and transportation.

(d) In order to further implement the Program, the Board of County Commissioners will, after considering the recommendations of the Affordable Housing Advisory Committee ~~created in Section 40.266 of this Chapter~~, the advice of the Administrative Coordinator and the Local Housing Partnership, and the comments of the public, adopt the Seminole County Affordable Housing Incentive Plan.

(e) The ~~Assistance Plan~~ LHAP and Incentive Plan may include all other lawful Programs and objectives not set forth in this Chapter if said objectives have been adopted into the ~~Plan~~ LHAP in the manner provided by law.

(f) In implementing the ~~Assistance Plan~~ LHAP the County shall:

(1) At least 30 days prior to the beginning of any application period, advertise the availability of the Program and ~~Assistance Plan~~ the LHAP in a newspaper of general circulation and, to the extent practicable, in periodicals serving ethnic and diverse neighborhoods.

(2) Adopt a maximum awards schedule or system of awards in the Seminole County ~~Affordable~~ Local Housing Assistance Plan that comply with the following program criteria:

(A) At least 65 percent of the Seminole County Affordable Housing Trust Fund shall be expended for home ownership activities for eligible persons.

(B) At least 75 percent of the Fund shall be reserved for the actual construction, rehabilitation or emergency repair of affordable housing for Target Group households. Said amount may include all expenditures authorized by State law.

(C) The sales price of new or existing eligible housing shall not exceed 90 percent of the median area purchase price in the area where the eligible housing is located as established by the United States Department of Treasury ~~in accordance with Section 3(b)2, United States Housing Act of 1937,~~ published by the United States Department of Housing and Urban Development and distributed by the Florida Housing Finance Corporation for all units constructed, rehabilitated or otherwise assisted with the funds provided from the Program which housing must be occupied by Target Group households. At least 30 percent ~~must be occupied by~~ of funds shall be expended for assistance to households classified as very low income and at least 30 percent ~~must be occupied by~~ of

funds shall be expended for assistance to households
classified as low income.

(D) Loans may be provided for periods not exceeding 30 years unless the loans are deferred pursuant to provisions of the Local Housing Assistance Plan or extended beyond 30 years in order to continue serving eligible persons in accordance with the Assistance Plan Local Housing Assistance Plan.

(E) Eligible rental housing constructed, rehabilitated or otherwise assisted by the Program shall be reserved for eligible persons for 15 years or the term of assistance, whichever period is longer. Eligible sponsors who offer rental housing for sale before 15 years has expired or that have mortgages funded under the Program shall give a written first right of refusal to ~~all~~ eligible nonprofit organizations, as determined by the County, and to the County for the purchase of the rental property at the current fair market value, as determined by a State certified appraiser retained by the County, in order to provide for continued occupancy by eligible recipients. The County shall have priority in terms of exercising the purchase right set forth herein.

(F) Eligible owner occupied housing constructed, rehabilitated or otherwise assisted from proceeds provided from the Program shall be subject to the recapture provisions of the Federal laws, rules and regulations relating to the HOME Investment Partnerships Program, as amended and the Local Housing Assistance Plan.

(G) The total amount of monthly mortgage payments or the amount of monthly rent charged by the eligible sponsor or his designee shall be affordable based upon the income status of the mortgagor or tenant.

(H) With respect to rental units, a low income ~~person's~~ household's annual income at the time of initial occupancy may not exceed 80 percent of the ~~State's~~ area's median income adjusted for family size. While occupying the rental unit, a low income ~~person's~~ household's annual income may increase to an amount not to exceed a 140 percent of 80 percent of the ~~State's~~ area's median income adjusted for family size.

(I) With respect to rental units, a very low income ~~person's~~ household's annual income at the time of initial occupancy may not exceed 50 percent of the ~~State's~~ area's median income adjusted for family size.

While occupying the rental unit, a very low income ~~person's~~ household's annual income may increase to an amount not to exceed 140 percent of 50 percent of the ~~State's~~ area's median income adjusted for family size.

(J) With respect to rental units, a moderate income household's annual income at the time of initial occupancy may not exceed 120 percent of the area's median income adjusted for family size. While occupying the rental unit, a moderate income household's annual income may increase to an amount not to exceed 140 percent of 120 percent of the area's median income adjusted for family size.

~~(J)~~ (K) The cost per unit and the maximum cost per unit for eligible housing benefiting from awards made pursuant to this program will be established ~~by resolution~~ by Board approval of the Local Housing Assistance Plan and final approval by the Florida Housing Finance Corporation.

~~(K)~~ (L) A qualification system for applications for awards will be established in the Local Housing Assistance Plan.

~~(L)~~ (M) The ~~Administrative Coordinator~~ Community Development Administrator shall annually monitor and determine tenant eligibility and the amount of

subsidies pursuant to the provisions of this Chapter and State and Federal law. The County, local housing partners, and all eligible sponsors shall not discriminate in providing affordable housing or in the loan application process for eligible housing on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap.

~~(M)~~ (N) No assistance from the Fund shall be provided to any household with an income level over that set forth in the definition of Target Group.

(3) The County shall comply with all rules and regulations of the Florida Housing Finance Agency Corporation in connection with required reporting by the County as to the Program and Plan.

(4) Prior to receiving an award, an eligible sponsor or eligible person shall enter into an agreement with the County, agreeing to comply with all State and Federal laws, including, but not limited to, the affordable housing criteria provided in Sections 420.907 through 420.9079, Florida Statutes, Chapter 67-37, Florida Administrative Code and this Chapter. All eligible sponsors or eligible persons shall include in the deed transferring ownership of the property to the eligible person or sponsor a ~~covenant~~

~~agreeing to comply~~ deed restriction or otherwise cause to be recorded a separate restrictive use covenant requiring compliance with the terms of the above described laws including particularly, compliance with the affordability period requirements established in the Local Housing Assistance Plan, which covenant will run with the land. The covenant shall operate as a deed restriction ~~which is enforced~~ enforceable by the County with attorney's fees being paid by the owner for actions by the County relating to the breach thereof.

Section 7. Amendment of Section 40.266, Seminole County Code. Section 40.266 of the Code is hereby amended to read as follows:

Sec. 40.266. Designation of responsibility for administration and implementation of the program.

(a) The ~~Administrative Coordinator~~ Community Development Administrator shall, in addition to other duties set forth herein, secure professional services to provide training to prepare persons for the responsibility of home ownership and counsel tenants.

(b) The County's ~~Administrative Coordinator~~ Community Development Administrator or his or her successor position, shall:

(1) Administer the Seminole County Affordable Housing Assistance Program and the ~~Seminole County Affordable Housing Assistance Plan~~ Assistance Plan Local Housing Assistance Plan and develop proposals to initiate and modify, when necessary, the ~~Seminole County Affordable Housing Assistance Plan~~ Assistance Plan Local Housing Assistance Plan.

(2) Be responsible for coordinating with the Florida Housing Finance Agency Corporation in facilitating the funding of State Apartment Incentive Loans (SAIL) loans and in coordinating and advertising activities and workshops to advise potential homebuyers in the Program and other related State and Federal programs.

(3) Monitor the success of the Program and ~~Assistance Plan~~ Local Housing Assistance Plan.

(4) Provide advice and suggestions as to how the Program and ~~Assistance Plan~~ Local Housing Assistance Plan might be improved.

(c) A Local Housing Partnership, as defined herein, shall implement the Program and ~~Assistance Plan~~ Local Housing Assistance Plan. The Partnership shall involve, to the greatest extent possible, local governments, lending institutions, for-profit and nonprofit housing developers, community based housing

and service organizations, and providers of professional services relating to affordable housing.

(d) The Program and ~~Assistance Plan~~ Local Housing Assistance Plan shall, through the efforts of the Advisory Committee created in Section 40.267 and the ~~Administrative Coordinator~~ Community Development Administrator:

(1) Enlist the support of local lending institutions for innovative financing techniques designed to meet the special needs of eligible persons and eligible sponsors.

(2) Encourage developers to construct low cost housing.

(3) Encourage local organizations to construct or assist in the construction of affordable housing using creative and innovative techniques designed to provide affordable homes to eligible persons.

(e) Other support services such as day care, health care and transportation shall be explored by the County, through the efforts of the ~~Administrative Coordinator~~ Community Development Administrator, in order to determine the need for inclusion into the final ~~Seminole County Affordable Housing Assistance Plan~~ Local Housing Assistance Plan.

(f) The County shall comply with all rules of the Florida Housing Finance ~~Agency~~ Corporation and all other State agencies

with jurisdiction over the Program and shall also comply with all applicable State and Federal laws.

(g) In the event that State or Federal law requirements mandate action with regard to affordable housing grants or funds that is inconsistent with or not the subject of this Chapter and time exigencies occur that do not allow for the amendment of this Chapter in a timely fashion, the ~~Administrative Coordinator~~ Community Development Administrator, with the approval of the County Manager, is authorized to adopt interim rules and take such interim actions as will meet the mandates or requirements of State or Federal law.

Section 8. Amendment of Section 40.267, Seminole County Code. Section 40.267 of the Code is hereby amended to read as follows:

Sec. 40.267. Affordable housing advisory committee.

(a) There is hereby created the "Seminole County Affordable Housing Advisory Committee" (sometimes referred to as the "Committee") whose ~~initial~~ members were shall be appointed pursuant to Resolution. ~~Number 92 R 276 which Resolution was modified by Resolution Number 92 R 142.~~

(b) The Committee shall consist of nine members who shall be residents and electors of Seminole County. Five members shall constitute a quorum. The Committee may not take formal action

unless a quorum is present but may meet to hear presentations if duly noticed. The Committee shall include the following members:

(1) One member who is actively engaged in the residential home building industry;

(2) One member who is actively engaged in the banking or mortgage banking industry;

(3) One member who is a representative of those areas of labor engaged in home building;

(4) One member who is designated as an advocate for low income persons;

(5) One member who is a provider of affordable housing; and

(6) One member who is a real estate professional.

(c) Members shall serve for two-year terms and may be reappointed for subsequent terms.

(d) Meetings shall be held no less than monthly for the first year of Committee's existence and no less than quarterly thereafter.

(e) The Committee shall comply with all public meetings and public records laws and the special provisions regarding meeting notices set forth in Chapter 420, Florida Statutes. Minutes of each meeting will be kept by the ~~Administrative Coordinator~~ Community Development Administrator.

(f) The Committee shall annually elect a Chairman, Vice-Chairman and such other officers as it deems necessary. The Chairman shall conduct the meetings consistent with law.

(g) Staff, administrative and facility support for the Committee shall be provided by the County.

(h) The Committee shall have the following duties:

(1) The Committee shall review County policies, goals, objectives, procedures, ordinances, land development regulations, and the Seminole County Comprehensive Plan and shall recommend specific initiatives to encourage or facilitate affordable housing while protecting the ability of real property to appreciate in value. Recommendations may include the modification or repeal of existing and the establishment or enactment of new, policies, goals, objectives, procedures, ordinances, regulations or Seminole County Comprehensive Plan provisions applicable to affordable housing. The Committee shall recommend to the Board of County Commissioners the adoption of an Affordable Housing Incentive Plan within nine months of the effective date of this Ordinance and yearly thereafter, if required by the Board. The recommended Incentive Plan shall, at a minimum, include and discuss the following:

(A) The definition of affordable housing.

(B) The expedited processing of permits for affordable housing projects.

(C) The modification of impact fee requirements including, but not limited to, reduction or waiver of fees and alternative methods of fee payment.

(D) The allowance of increased density levels.

(E) The reservation of infrastructure capacity for housing of very low income, low income and moderate income (as defined herein) ~~persons~~ households.

(F) The transfer of development rights as a financing mechanism for housing of very low income ~~persons~~, low income ~~persons~~, and moderate income ~~persons~~ households (as defined herein).

(G) The reduction of parking and setback requirements.

(H) The allowance of zero lot line configurations.

(I) The modification of sidewalk and street requirements.

(J) The establishment of a process by which the County considers, before adoption, policies, goals, objectives, procedures, ordinances, regulations, or provisions of the Seminole County Comprehensive Plan

that have a significant impact on the costs of housing.

(2) The Committee shall make recommendations when approved by a majority of its membership at a public hearing. Notice of the time, date and place of the public hearing of the Committee to adopt a recommended Affordable Housing Incentive Plan shall be advertised in a newspaper of general circulation before the hearing. The notice shall contain a short, concise summary of the recommendations and Plan to be considered by the Committee. The notice shall also state the place where a copy of the tentative Committee recommendations and draft Incentive Plan can be obtained.

(3) The Committee shall prepare a printed inventory of public lands owned by various governmental entities within Seminole County which may be suitable for the development of affordable housing.

Section 9. Amendment of Section 40.268, Seminole County Code. Section 40.268 of the Code is hereby amended to read as follows:

Sec. 40.268. Seminole County affordable housing incentive plan adoption.

(a) Within 90 days after the date of the receipt of the recommended Affordable Housing Incentive Plan from the

Committee, the Board of County Commissioners shall consider the adoption, by ordinance, of the Incentive Plan as it may be amended by the Board of County Commissioners.

(b) The Incentive Plan shall, at a minimum:

(1) Consist of specific incentives encouraging and facilitating affordable housing.

(2) Schedule the implementation of the incentives.

(3) Schedule implementation of expedited permit processing for affordable housing projects.

(4) Include a process for review of County policies, goals, objectives, ordinances, regulations and provisions of the Seminole County Comprehensive Plan that significantly impact the costs of housing.

(5) To the extent practicable, the recommended Plan shall quantify anticipated cost reductions which could result from implementation of specific recommendations.

(c) The Clerk to the Board shall, upon adoption of the Incentive Plan, provide a certified copy to the Florida Housing Finance ~~Agency~~ Corporation.

Section 10. Codification. It is the intention of the Board of County Commissioners that the provisions of sections 3, 4, 5, 6 and 7 of this Ordinance shall become and be made a part of the Seminole County Code and that the word "ordinance" may be changed to "section", "article", or other appropriate word or

phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; providing, however, that the Recitals as well as sections 1, 2, 10, 11 and 12 of this Ordinance shall not be codified.

Section 11. 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 12. Effective date. This Ordinance shall take effect upon filing a copy of this Ordinance with the Florida Department of State by the Clerk to the Board of County Commissioners.

ENACTED this ____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

CARLTON HENLEY, Chairman

**ECONOMIC IMPACT STATEMENT
FOR THE
ORDINANCE PERTAINING TO AFFORDABLE HOUSING FOR VERY
LOW INCOME, LOW INCOME AND MODERATE INCOME
HOUSEHOLDS
AMENDMENT TO THE SEMINOLE COUNTY CODE OF
SEMINOLE COUNTY, FLORIDA, APRIL 2007**

Describe Project/Proposal

- The County is proposing to amend the Seminole County Code by amending the Ordinance pertaining to affordable housing. The County adopted Part 12 of Chapter 40 of the Seminole County Code in 1993 pursuant to the requirements of the State Housing Initiatives Program (SHIP) for the provision of affordable housing. With recent revisions to the statutes, reorganization of the County Departments and Divisions responsible for administering the local affordable housing program, and the need for more expansive, innovative affordable housing strategies encouraged by the statutes, updating the Code is necessary to facilitate interpretation and implementation of the affordable housing strategies.
- In conjunction with this effort, the County is updating its SHIP Local Housing Assistance Plan (LHAP) for the next three fiscal years as required by state statutes. The LHAP outlines the strategies the County intends to use in administering SHIP funds.

Describe the Direct Economic Impact of the project / Proposal upon the Operation of the County

- This ordinance provides the basis for the County to administer the SHIP program for the provision of affordable housing with state SHIP funds. County Staff within the Community Services Department must continue to follow strict state regulations in administering the program.

Describe the Direct Economic Impact of the Project/Proposal upon the Property Owners/Tax Payers/Citizens who are Expected To Be Affected

- Income eligible residents of Seminole County may apply for SHIP affordable housing programs to include down payment assistance and owner occupied home repair.
- SHIP funds are state funds, not County general revenue funds.

Identify Any Potential Indirect Economic Impacts, Positive or Negative Which Might Occur as a result of this Ordinance

- The Florida Association of Counties reports that for every \$1 million of state funding for housing generates \$98,711 of sales tax revenues from purchases of building materials and supplies.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, CODIFIED AS CHAPTER 420, PART VII, FLORIDA STATUTES, AND CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AUTHORIZING AND DIRECTING THE CHAIRMAN, THE COUNTY MANAGER, AND THE COMMUNITY SERVICES DIRECTOR TO EXECUTE THE NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317, Laws of Florida, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership ("SHIP") Act, Sections 420.907-420.9079, Florida Statutes (2006), and Chapter 67-37, Florida Administrative Code, require the County to periodically develop a Local Housing Assistance Plan outlining how its allocated SHIP funds will be used and describing the County's local affordable housing strategies to meet the affordable housing needs identified in Section 420.9075, Florida Statutes; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing that is eligible for SHIP funding assistance, which amount may not exceed ninety percent (90%) of the average area purchase price for the Orlando Metropolitan Statistical Area as set forth in the attached Local Housing Assistance Plan; and

WHEREAS, the Board of County Commissioners of Seminole County (the "Board") is very committed in ensuring that affordable housing is available to the citizens and residents of Seminole County; and

WHEREAS, the Board desires to work closely with the Florida Housing Finance Corporation, the State of Florida Department of Community Affairs, and other state and federal departments and agencies regarding delivery of affordable housing to persons and families in need thereof; and

WHEREAS, Seminole County has devoted substantial amounts of public resources to develop plans and programs addressing affordable housing needs in Seminole County; and

WHEREAS, extensive public input has been solicited, received, considered, and incorporated into Seminole County's plans and programs relating to affordable housing; and

WHEREAS, Seminole County's Local Housing Assistance Plan (the "Plan") more fully describes the public process involved in developing the Plan; and

WHEREAS, Section 420.9072(2)(b)2, Florida Statutes, requires the Board to adopt a resolution setting forth the particulars of its Local Housing Assistance Plan as described in Section 67-37.005, Florida Administrative Code, and in a manner that employs a Local Housing Partnership involving private sector as well as local government persons with an interest in providing affordable housing as described in Section 420.9071(18), Florida Statutes; and

WHEREAS, Section 420.9076(6), Florida Statutes, requires a resolution of the governing body of the local participating jurisdiction if it is found that five percent (5%) of the local housing distribution is insufficient to cover the administrative expenses of Plan implementation; and

WHEREAS, the Local Housing Assistance Plan for Program Years 2008, 2009, and 2010, attached hereto as Exhibit A and incorporated herein by reference, sets forth the above-referenced information and the Board desires to adopt said Local Housing Assistance Plan for Program Years 2008, 2009, and 2010, for submittal to the Florida Housing Finance Corporation,

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

1. The foregoing recitals are incorporated into this Resolution as additional findings and determinations of the Board of County Commissioners.

2. The Board hereby adopts the Plan, attached hereto as Exhibit A, relating to the housing strategies, average estimated and maximum cost per unit for eligible housing qualifying for SHIP funding assistance, and the estimated average and maximum SHIP funds available for such strategy with regard to Seminole County's plans and programs relating to affordable housing in Seminole County.

3. The Board hereby reaffirms prior determinations that five percent (5%) of the Local Housing Distribution is insufficient to

adequately pay the administrative costs of SHIP. Accordingly, the Board of County Commissioners hereby authorizes administrative expense funding to an amount not more than ten percent (10%) of said distribution for Seminole County's plans and programs relating to affordable housing in Seminole County, Florida.

4. The Board of County Commissioners hereby adopts the attached Plan in its entirety as the Seminole County Local Housing Assistance Plan. The County Manager and Community Services Director are hereby authorized to execute the necessary documents required by the State of Florida in connection therewith and to submit the Plan to the Florida Housing Finance Corporation for its review and approval.

5. This Resolution shall become effective immediately upon its adoption.

DONE AND ADOPTED at the regular meeting of the Board of County Commissioners this _____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20-8
regular meeting.

Attachment:

Exhibit A - Local Housing Assistance Plan

AWS:jjr
3/20/07

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Seminole County Government
SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

FISCAL YEARS COVERED
2007/2008, 2008/2009, and 2009/2010

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EXHIBITS:

- A. Administrative Budget for each fiscal year covered in the Plan: Exhibit A.

- B. Timeline for Encumbrance and Expenditure: Exhibit B.

- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the Plan: Exhibit C.

- D. Certification Page: Exhibit D.

- E. Adopting Resolution: Exhibit E.

- F. Program Information Sheet: Exhibit F.

- G. Updated Ordinance Exhibit G.

I. PROGRAM DESCRIPTION:

A. Name of the participating local government and Interlocal if Applicable:

Seminole County is the participating local government, with no interlocal agreements for the SHIP program.

B. Purpose of the program:

This plan is for the purpose of meeting the housing needs of the very low, low, and moderate income households, to expand production of and preserve affordable housing, and to further the Housing Element of the Seminole County Comprehensive Plan specific to affordable housing.

C. Fiscal years covered by the Plan:

2007/2008

2008/2009

2009/2010

Funding levels for strategies reflected in the Housing Delivery Goals Chart (Exhibit C) will be applied also to funds of earlier SHIP distribution years.

D. Governance:

The Seminole County SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37 Florida Administrative Code. The SHIP Program furthers the Housing Element of the Seminole County Comprehensive Plan.

E. Local Housing Partnership:

The SHIP Program encourages building active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low income persons and community groups. The County's program actively involves nonprofit and for-profit agencies in its housing programs and production.

F. Leveraging:

The Plans are intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds are made available for participation in tax credit developments, to partner with Predevelopment Loan Programs as the 25% match for the federal HOME Program, and for other programs for low and moderate income residents.

G. Public Input:

Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Additional public meetings on housing needs are held annually as part of the Consolidated Plan process. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach:

The County shall advertise the notice of funding availability in a newspaper of general circulation (The Orlando Sentinel) and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If the waiting list is so extensive that no new applications will be able to be funded, the County may elect to not advertise.

I. Discrimination:

In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.

J. Support Services and Counseling:

Support services are available from various sources. Available support services include but are not limited to homeownership counseling (pre and post). The County provides foreclosure intervention counseling for previous SHIP recipients.

K. Purchase Price Limits:

SHIP Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Therefore, Seminole County shall define the maximum sales price for new and existing homes as being an amount not to exceed 90% of the median price for the Orlando Metropolitan Statistical Area as established by the U.S. Treasury Department.

The purchase price limit for new and existing homes is shown on the Housing Delivery Goals charts (Exhibit C).

L. Income Limits, Rent Limits and Affordability:

The Income and Rent Limits used in the SHIP Program are updated annually from the Department of Housing and Urban Development and distributed by the Florida Housing Finance Corporation. Affordable means that monthly

rents do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 (19), (20) and (28), F.S. Affordable mortgages and/or housing payments are those in which the payments including taxes and insurance, do not exceed 30% of the household's annual income.

Certain programs may be targeted to retain or attract Essential Service Personnel (ESP) to the County. Essential Service Personnel includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, skilled building trades personnel, and other job categories deemed essential in Seminole County. ESP income eligibility will be the same as the moderate income definition.

M. Wages to Work:

Should an eligible sponsor be used, the County has developed a qualification system and selection criteria for applications for Awards to eligible sponsors. This criteria includes a description demonstrating how eligible sponsors that employed personnel from the WAGES and Workforce Development Initiatives programs will be given preference in the selection process.

N. Monitoring and First Right of Refusal:

In the case of rental housing with more than \$3,000 of SHIP funding per rental unit, the staff shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, the County or its subrecipients may rely on such monitoring and determination of tenant eligibility. Tenant eligibility will be monitored at least annually for 15 years or the term of assistance which ever is longer.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons. Any such offer for purchase must first be approved by the County.

O. Administrative Budget:

A detailed listing including line-item budget of proposed Administrative Expenditures is attached as Exhibit A. These are presented on an annual basis for each State fiscal year submitted.

Seminole County finds that it can no longer adequately cover the administrative costs of its SHIP program responsibilities with the five percent

(5%) cap on local housing distribution funds for such purposes imposed by section 430.907(7), Florida Statutes. Therefore, the County has adopted Resolution 2007-R-_____, a copy of which is attached as Exhibit E hereto, for utilization of up to ten percent (10%) of such funds for administrative overhead of implementing this LHAP.

II. LHAP HOUSING STRATEGIES: Homeownership

A. Purchase Assistance:

1. **Summary of the Strategy:** This strategy may be used by qualified persons in need of down payment, closing cost assistance, and/or financing to purchase new or existing homes.

This is a first time home buyer strategy, consistent with federal and State housing program definitions of "first time." The definition includes persons or households who have not owned a home other than a mobile home during the three (3) year period immediately prior to applying for SHIP funds, except that the following persons shall not be excluded from consideration as a first-time home buyer:

- Displaced homemaker, as defined by HUD;
- An individual or household living in a substandard dwelling that cannot be brought into compliance with local building and housing codes for less than the cost of constructing a permanent structure and there is no mortgage, taxes due or liens on the property.

If this strategy is used to purchase an existing home, rehabilitation work, as defined by F.S. 67-37.002(12) must be accomplished either within one year prior to the purchase, or within two years following the funding year.

2. **Fiscal Years Covered:** 2007/2008; 2008/2009; 2009/2010
3. **Income Categories to be served:**
This strategy will be for applicants whose income is classified as very low, low, or moderate. Purchase assistance for moderate income households will be limited and will only be provided to the extent that funds are available through program income or recaptured funds.
4. **Maximum award is noted on the Housing Delivery Goals Charts (See Exhibit C):**
5. **Terms, Recapture and Default:** Seminole County will provide an interest-free forgivable loan. The initial assistance will be forgiven upon completion of the initial term (ten years). Starting with the eleventh anniversary of the closing, any remaining balance will be forgiven at the rate of 5% per year for twenty years, as long as the home continues to be occupied in accordance with the funding

agreement.

Subsidy amounts and terms are:

Income Level:	Initial Assistance:	Initial Term:
Very Low	Up to \$40,000	10 years
Low	Up to \$20,000	10 years
Moderate	Up to \$20,000	10 years

Repayment: During the term of the loan, full repayment of the remaining SHIP obligation will be due upon the occurrence of one or more of the following events:

- If the mortgagor no longer resides in the home as a permanent residence, or homestead exemption is lost; or
- If any part of the property or any interest in it is sold, refinanced (deemed to also include procurement of new, additional financing such as home equity loans), transferred, gifted or possession is otherwise conveyed to another person, whether by voluntary act, involuntarily, by operation of law or otherwise; or
- If the mortgagor is divested of title by judicial sale, levy or other proceedings; or
- If foreclosure is instituted against the property; or
- If the property is leased, subleased or rented.

In the event of the death of a SHIP recipient prior to the forgiveness date or final payment due date, the mortgage shall be repaid to Seminole County unless the property is assumed by a surviving household member, heir, or beneficiary, any one of whom must meet the income qualifications applicable to SHIP applicants. Any such assumption is subject to approval by the County.

Due to the large amount of subsidy and the increasing costs of housing, the County has added equity sharing to its home purchase programs. Independent of any owed or forgiven repayments of the original financial assistance, the mortgage documents may specify that upon sale or transfer, the County's affordable housing trust fund will be due an amount equal to 25% of the increase in sales price (or value, in the case of a transfer that is not an arm's length transaction), less the

documented cost of any real property improvements and the original amount of owner contribution at purchase. The twenty-five percent figure is negotiable if the unit is sold to an income eligible household.

In the case of foreclosure, death or other involuntary loss of title or possession of the home by the SHIP recipient, repayment will be required in the full amount due, subject to the amount available from net proceeds of any judicial sale or other forced liquidation or refinancing.

The SHIP purchase assistance program is intended to assist Seminole County households to obtain homeownership. It is understood that SHIP recipients may need to sell their homes for a variety of reasons including job transfers, marriage, and other occurrences that are a normal part of family life. For this reason, repayments of the SHIP loan are considered an approved part of this strategy, and are not considered to be a "default." "Default" would be a foreclosure, or any action that would otherwise void the agreement, if the County is not notified of such action within 90 days.

Affordability period: Minimum affordability period is:

10 Years	Assistance of:	up to \$40,000 per unit
30 Years	Assistance of:	more than \$40,000 per unit

6. **Recipient Selection Criteria:**

- Funds will be made available on a first come, first complete, first served basis while funds are available.
- All units assisted will be located in Seminole County
- Mobile homes are not eligible for assistance. Manufactured housing is only eligible if it meets the standards established by the Florida Department of Community Affairs.
- The applicant's first mortgage financing must be obtained at a competitive fixed rate prior to applying to the SHIP down payment assistance program.
- Applicants are required to submit a completed Seminole County SHIP Application and provide all requested documentation of income, assets, liabilities, eligibility and qualifications.
- Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP

requirements, repayment or recapture provisions, and certify that the unit assisted will be their principal residence.

- Applicants must complete all required SHIP first-time homebuyer classes prior to receiving assistance.

7. **Sponsor Selection Criteria:** The County may select a sponsor to assist in the administration of this strategy, using Seminole County purchase and procurement guidelines. The sponsor may be a private corporation or a not-for-profit corporation. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

8. **Additional Information:**

- Mortgage payments must be affordable, as described in Paragraph L of this Plan.
- Down payment assistance may be used in conjunction with the purchase of a unit or house in a community land trust.
- Taxes and insurance shall be included in an escrow account established and administered by the first mortgage holder or its agent.

B. New Construction:

1. **Summary of Strategy:** SHIP funds may be used by the County or by a selected non-profit or for-profit developer to further the construction of new housing. Funds may be allocated for the construction of new units, payment of impact fees, to provide needed infrastructure (i.e., water and sewer), and/or land acquisition.

2. **Fiscal Years Covered:** 2007/2008; 2008/2009; 2009/2010

3. **Income Categories to be served:** This program is intended to encourage and supplement the financing of the production of homeowner housing for very low and low income residents. However, in order to provide an income mix in a funded housing development, moderate income households may also be served by this strategy.

4. **Maximum award is noted on the Housing Delivery Goals Charts (See Exhibit C):**

5. **Terms, Recapture and Default:** Seminole County may provide construction loans, low interest loans, deferred loans, and/or other

forms of financial assistance to selected developers and/or builders for the purpose of producing affordable homes for purchase by SHIP-qualified households. Interest bearing loans will generally not exceed two percent (2%), but will be established based upon the project pro forma and the financing package. Construction loans will be repaid from sale proceeds at the time the completed units are sold to income-qualified households.

Affordability Period: Minimum affordability period is:

20 Years Assistance of up to \$40,000 per constructed unit

30 Years Assistance of more than \$40,000 per constructed unit

Repayment by the homeowner will have the same terms as those specified for the Purchase Assistance Program (See Paragraph A.5. above).

6. **Recipient Selection Criteria:**

Sponsors and developers will be selected based upon a best-qualified approach, including but not limited to: time in operation, financial stability, experience in the development of housing, project site and plans, sales price and subsidy cost per unit.

Homebuyers will be selected based on the same criteria as in the Purchase Assistance strategy..

7. **Sponsor Selection Criteria:** The County may choose a sponsor to assist in administration of this strategy assistance by using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation or a not for profit corporation. Selection will be based on the best-qualified approach in the previous section which includes the general concepts of ability to proceed, past experience in related fields, and performance.

8. **Additional Information:**

- SHIP funds for new housing construction may be used to develop housing providing the requisite ownership interest through a life estate to elderly Seminole County residents whose previous homes were dilapidated beyond repair. Additional program design elements will be established prior to this undertaking. (See Strategy E. New Construction for Seniors).
- SHIP funds for new housing construction may be used for housing built through a community land trust.

C. Acquisition and Rehabilitation of Homes:

1. **Summary of the Strategy:** SHIP funds may be used by the County or by a selected developer to acquire and rehabilitate existing homes for the purpose of improving the housing stock and making homeownership opportunities available to lower income persons.
2. **Fiscal Years Covered:** 2007/2008; 2008/2009; 2009/2010
3. **Income Categories to be served:** This strategy will be for applicants whose income is classified as very low or low.
4. **Maximum award is noted on the Housing Delivery Goals Charts**
(See Exhibit C):
5. **Terms, Recapture, and Default:** Seminole County may provide a low interest loan or a deferred loan and/or other forms of financial assistance to enable the acquisition, rehabilitation, and resale of housing units for SHIP-eligible homebuyers. Interest on construction/acquisition loans will generally not exceed two percent (2%), but will be established based upon the individual circumstances and financing package. The repayable amount shall be due and payable upon the sale of the completed unit(s) to qualified purchaser(s).

It is anticipated that the homebuyers of the rehabilitated units will receive SHIP purchase assistance, and therefore all of the provisions including repayment by the homeowner will have the same terms as those specified for the Purchase Assistance Program (See Paragraph A.5. above).

6. **Recipient Selection Criteria:**
Developers will be selected based upon a best-qualified approach, including but not limited to: time in operation, financial stability, experience in the development of housing, project site and plans, sales price and subsidy cost per unit.

Homebuyers will be selected based upon the same criteria as shown for the Purchase Assistance strategy.

7. **Sponsor Selection Criteria:** The County may choose a sponsor to assist in administration of this strategy assistance by using Seminole

County purchase and procurement guidelines. The Sponsor may be a private corporation or a not for profit corporation. Selection will be based on the best-qualified approach in the previous section which includes the general concepts of ability to proceed, past experience in related fields, and performance.

8. **Additional Information:**

- This strategy is for first-time homebuyers. The definition of a first-time homebuyer is the same as for the Purchase Assistance strategy.
- Applicants purchasing the individual units must be credit worthy and have sufficient income required to pay the mortgage and any additional existing debt service. Mortgage payments must meet the definition of affordable.
- SHIP funds under this strategy may be used for housing in a community land trust.

D. **Rehabilitation:**

1. **Summary of the Strategy:** This strategy offers qualified home owners assistance with needed repairs, alterations to improve their health, safety, and well being or contribute to structural integrity and preservation of their owner occupied home. Assistance to make a home barrier free for special needs households is also eligible. This strategy may also include reconstruction and demolition if a home is beyond financial feasibility to repair.
2. **Fiscal Years Covered:** 2007/2008; 2008/2009; 2009/2010
3. **Income Categories to be served:** This strategy will be for applicants whose income is classified as very low or low.
4. **Maximum award is noted on the Housing Delivery Goals Charts (See Exhibit C):**
5. **Terms, Recapture and Default:** Seminole County may provide an interest free forgivable loan for up to 15 years for rehabilitation, and a deferred loan or combination loan for 30 years in the event of demolition and reconstruction. Affordability periods will be established based on the amount of the SHIP loan. Interest rate will not exceed two percent (2%).

Affordability period: Minimum affordability period is:

- | | |
|----------|-------------------------------------------|
| 10 Years | Assistance of up to \$40,000 per unit |
| 15 Years | Assistance of more than \$40,000 per unit |
| 30 Years | Reconstruction |

Repayment definitions and requirements will be the same as those described for the Purchase Assistance program (See Paragraph A.5. above.) except that: full repayment of the SHIP investment will be due for the first five years following completion of the project if any of the repayment events occur. Starting with the sixth anniversary of completion, the assistance will be forgiven at a pro rata percentage as long as the home continues to be occupied in accordance with the funding agreement, to result in a zero balance at the end of the affordability period.

6. **Recipient Selection Criteria:**

- Funds will be made available on a first come, first complete, first served basis while funds are available
- All units assisted will be located in Seminole County
- Mobile Homes are not eligible for assistance. Manufactured housing is only eligible if it meets the standards established by the Florida Department of Community Affairs.
- Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, legibility and qualifications
- Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted will be their principal residence

7. **Sponsor Selection Criteria:** The County may choose a sponsor to assist in administration of this strategy by using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation or a not for profit corporation. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

8. **Additional Information:**

If it is determined by the Seminole SHIP Program that the applicant meets income eligibility guidelines, a home inspection and work write up will be completed by the County or its designee.

- Funds will be encumbered for eligible applicants whose homes

- are deemed repairable according to program guidelines.
- The County or its designee will assist the homeowner with work write up and inspections to ensure that all work is performed by a licensed and insured contractor.
- All mortgages, taxes, and special assessments must be current and paid.
- All homes eligible for rehabilitation must be owner occupied and with fee simple title.
- Housing rehabilitation activities funded under this strategy shall meet the County's Housing Rehabilitation Standards.

9. **Reconstruction provisions:**

- The decision to demolish and replace a home will be made by the Community Assistance Manager or designee after a review of the home inspection report and a site visit to determine the extent of structural integrity of the home and need of repairs.
- If it is determined that the household and the condition of the unit meets eligibility guidelines for reconstruction, additional research will be undertaken to qualify the project. These will include, but may not be limited to: a title search, variances and set back requirements update, necessary sanitary requirements for water and sewer or septic and lot size for current construction guidelines.
- In order to receive assistance under this strategy, applicants must have applied to the rehabilitation program and had their home declared beyond repair.
- An applicant homeowner must hold fee simple title with no mortgages or encumbrances on the title. In the event SHIP funds were used for earlier home repairs and the house has deteriorated beyond financial feasibility to repair, the previous, deferred SHIP loan may be forgiven by Seminole County
- The County or its designee will assist the homeowner with County approved new home plans, contractor quote process and inspections to ensure that all work is performed by a licensed and insured contractor. Information and guidance will be provided in order to minimize property taxes and impact fees.

E. **New Construction for Seniors:**

1. **Summary of Strategy:** SHIP funds may be used for land acquisition, and be provided to a nonprofit to construct a new housing

development for seniors. The development will be targeted to one or two-person households who were previously owners of units determined unsuitable for rehabilitation (including mobile homes manufactured prior to 1994). In order to be eligible for this development, applicants will be required to demolish their dilapidated unit, but may retain ownership of the land. Recipients will be provided a life estate rather than fee simple title in their new unit, thus preserving the residence as a long-term community resource of affordable housing. A monthly fee similar to that charged in condominiums will be affordable to all residents, and will provide for the maintenance and insurance for common areas, and other operational expenses.

2. **Fiscal Years Covered:** 2007/2008; 2008/2009; 2009/2010
3. **Income Categories to be served:** This program is intended to provide homeowner housing for very low and low income residents.
4. **Maximum award is noted on the Housing Delivery Goals Charts (See Exhibit C):**
5. **Terms, Recapture and Default:** The selected nonprofit will be provided development grant funding. The conveyances for the units shall provide for life estates to qualified households with a vested remainder to the nonprofit upon expiration of the life estate and a contingent remainder interest for conveyance to the County in the event that the nonprofit fails to operate, lacks the continuing capacity to continue the activity, has failed to use the monthly fees to maintain the development to acceptable standards, or otherwise fails to operate the development in accordance with the standards and requirements that are set forth.

If requested, written agreements and other program design elements will be provided to Florida Housing Finance Corporation prior to the County undertaking this strategy.

6. **Recipient Selection Criteria:** Recipients will be selected based on the severity of the condition of their home, the size of the available unit(s), and their position on a first-come, first-served waiting list. If there is an insufficient number of former homeowners on the waiting list when individual units become available, the program will be available to non-homeowners, using the same selection criteria.

7. **Sponsor Selection Criteria:** The County may choose a sponsor to assist in administration of this strategy assistance by using Seminole County purchase and procurement guidelines. The Sponsor may be a not for profit corporation. Selection will be based on the best qualified approach in the previous section which includes the general concepts of ability to proceed, past experience in related fields, and performance.
8. **Additional Information:**
The two primary purposes of this strategy are: to create affordable, desirable housing for senior homeowners whose current homes are beyond repair; and to create a continuing community housing resource for Seminole County's senior residents.

F. Disaster Relief:

1. **Summary of Strategy:** SHIP Funds may be used for disaster assistance emergency housing repairs in the aftermath of a natural disaster in the event of a disaster being declared by Federal and/or State of Florida officials or by the Board of County Commissioners of Seminole County. This program is for owner-occupied homes.
2. **Fiscal Years Covered:** 2007/2008; 2008/2009; 2009/2010
3. **Income Categories to be served:** This strategy will be for applicants whose income is classified as very low or low. Income verification and related procedures may be adjusted depending on the circumstances and/or urgency of the situation.
4. **Maximum award is noted on the Housing Delivery Goals Charts (See Exhibit C):**
5. **Terms, Recapture and Default:** Seminole County may provide a grant up to \$15,000 contingent upon declaration of a disaster. If the cost of needed repairs exceeds \$15,000, additional funds may be provided through the rehabilitation strategy.
6. **Recipient Selection Criteria:**
 - Funds will be made available on a first come, first complete, first served basis while funds are available
 - All units assisted will be located in Seminole County
 - Mobile Homes are not eligible for assistance unless specifically

allowed by the State.

- Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, eligibility and qualifications.
- Persons who qualify for SHIP Assistance must contractually agree to all applicable SHIP Program guidelines, Seminole County SHIP requirements, and certify that the unit assisted will be their principal residence.
- Taxes and mortgage must be up to date. Title must be in the applicant's name.

7. **Sponsor Selection Criteria:** The County may choose a sponsor to assist in the administration this strategy by using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation, a not for profit corporation, or a community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

8. **Additional Information:**

- Funds will not be allocated to this strategy except in the case of a federal, state, or locally declared disaster
- Applications for disaster repair will be given priority above others on the waiting lists for other strategies

G. Foreclosure Prevention Strategy:

1. **Summary of the Strategy:** This strategy may be used to provide homeowners who have previously received Seminole County SHIP assistance the opportunity to avoid foreclosure and retain their homes. This is a one-time assistance per household strategy and may also be used for arrearages in property taxes and/or home insurance.

2. **Fiscal Years Covered:** 2007/2008; 2008/2009; 2009/2010

3. **Income Categories to be served:** This strategy will be for applicants whose income is classified as very low or low.

4. **Maximum award is noted on the Housing Delivery Goals Charts (See Exhibit C):**

5. **Terms, Recapture and Default:** Seminole County will provide an interest free forgivable loan for 5 years. Repayment, default and recapture will be triggered at point of sale, transfer, refinance

(including procurement of new, additional financing), or discovery that the home is no longer owner – occupied before the end of the term. If the unit is foreclosed, repayment will be limited to the amount available from net proceeds.

6. **Recipient Selection Criteria:**

- Funds will be made available on a first come, first complete, first served basis while funds are available.
- All units assisted will be located in Seminole County.
- Mobile Homes are not eligible for assistance. Manufactured housing is only eligible if it meets the standards established by the Florida Department of Community Affairs.
- Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, eligibility and qualifications.
- Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted is their principal residence.

7. **Sponsor Selection Criteria:** The County may choose a sponsor to assist in the administration of this strategy by using Seminole County purchase and procurement guidelines. The Sponsors may be a private corporation, a not for profit corporation or a community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

8. **Additional Information:**

- All assisted units must have previously received SHIP homeownership assistance, purchase assistance, or rehabilitation assistance;
- Applicants must be at least 2 months in arrears in mortgage payments and have received notification in writing from their lender that foreclosure proceedings will begin;
- Applicants who need one time assistance in paying taxes and/or property insurance should submit current invoices to the County for proof of need of assistance;
- Applicants who apply for assistance and who need more than the foreclosure assistance that is offered in this strategy must have the additional funds to pay all the remaining unpaid deficiency. However, in the case when foreclosure assistance is also applied to pay for property taxes and insurance in addition to funds towards mortgage payments, the amount of

foreclosure assistance may exceed the amount listed in Exhibit C;

- Applicants must be credit worthy and have sufficient income required to maintain their SHIP Mortgage after foreclosure assistance is received;
- Applicant must demonstrate through documentary evidence that non payment of their mortgage is due to:
 1. Sudden Loss of Income;
 2. Sudden Medical Expenses;
 3. Divorce or Separation;
 4. Death in Family; or
 5. Unforeseen home repair bills.

III. LHAP HOUSING STRATEGIES: Rental

A. Rental Construction and Rehabilitation

1. **Summary of Strategy:** SHIP Funds may be used for new construction or for rehabilitation of existing rental properties. Funds may be provided to a for-profit or a non-profit developer for the purpose of creating a long-term resource of rental housing opportunities for lower income residents.
2. **Fiscal Years Covered:** 2007/2008; 2008/2009; 2009/2010
3. **Income Categories to be served:** This strategy will be for residents whose income is classified as very low or low.
4. **Maximum award is noted on the Housing Delivery Goals Charts (See Exhibit C):**
5. **Terms, Recapture and Default:** Seminole County will provide a low interest or deferred payment forgivable loan for 15 years or such longer period as may be determined appropriate.. Interest bearing loans will not exceed two percent (2%). Units may be "floating" as defined by HUD to meet affordability requirements.

Affordability period: Minimum affordability period is:

- | | |
|----------|--------------------------------------------------------------|
| 15 Years | Assistance of \$3,001 and higher per unit |
| 20 years | Any new construction activity, irrespective of cost per unit |

Units must be occupied by eligible tenants at rents determined to be

affordable, for the term of the affordability period or as specified in the funding documents, whichever period is longer. Recipient entities must annually recertify tenants' income, and provide annual reports to the County on formats approved by County housing staff. Developments must be maintained up to market standards, and will be subject to physical inspection by the County.

Repayment, default and recapture will be triggered at point of sale, transfer, certain refinancing, or discovery that the units are no longer properly secured, maintained, or occupied in accordance with the funding documents. Refinancing of existing debt service is not allowed.

6. **Recipient Selection Criteria:**

- Funds will be made available on a first come, first complete, first ready to proceed served basis while funds are available.
- All units assisted will be within Seminole County
- Mobile Homes are not eligible for assistance. Manufactured housing is only eligible if it meets the standards established by the Florida Department of Community Affairs.
- Applicants are required to submit a completed Seminole County SHIP "Request for Proposal" and provide all written documentation requested including project pro forma, income levels to be served, location and site control, site plans, development timetable, project manager qualifications, source of matching funds, and uses statement, and experience.
- Entities that qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the units assisted will be occupied by eligible residents.
- Affordability period begins with either the certificate of occupancy or final inspection approval by the local building official.

6. **Sponsor Selection Criteria:** The County may choose a sponsor to assist in the administration of this strategy by advertising using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation, or a not for profit corporation. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

IV. LHAP INCENTIVE STRATEGIES

Section 420.9071(16), F.S.

A. Name of the Strategy: Expedited Permitting

Permits as defined in s. 163.3164(7) and (8) for affordable housing projects are expedited to a greater degree than other projects.

1. Established policy and procedures: All housing permits that meet the affordable guidelines are noted. When permitting exceeds two weeks the permit will then be expedited. Average turn around time is one week.

B. Name of the Strategy: Ongoing Review Process

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

1. Established policy and procedures: Seminole Counties Development review board notifies the SHIP Program Administrator of any impending changes that might impact the cost of affordable housing and receives comments regarding alternative solutions to limit cost increases.

EXHIBITS:

- A. **Administrative Budget for each fiscal year covered in the Plan. Exhibit A**
- B. **Timeline for Encumbrance and Expenditure: *Chapter 67-37.005(6)(d) and (f) F.A.C.***
A separate timeline for each fiscal year covered in this plan is attached as **Exhibit B**. Program funds will be encumbered by June 30 one year following the end of the applicable state fiscal year. Program funds will be fully expended within 24 months of the end of the applicable State fiscal year.
- C. **Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the Plan: Chapter 67-37.005, F.A.C.**
Completed HDGC for each fiscal year is attached as **Exhibit C**.
- D. **Certification Page: *Chapter 67-37.005(7), F.A.C.***
Signed Certification is attached as **Exhibit D**.
- E. **Adopting Resolution: *Section 420.9072(2)(b)2, F.S.***
Original signed, dated, witnessed or attested adopting resolution is attached as **Exhibit E**.
- F. **Program Information Sheet:**
Completed program information sheet is attached as **Exhibit F**.
- G. **Ordinance: *Section 420.9072(3)(a), F.S.***
If changed from the original ordinance, a copy is attached as **Exhibit G**.

Exhibit A

Administrative Budget

Exhibit A
SEMINOLE COUNTY BUDGET
FISCAL YEARS COVERED: 2007/2008

Budget: Seminole County will use 10% of its allocation for administration and 5% of the funds from program income.

\$320,650	Salaries and benefits for Seminole County Community Development Office personnel for SHIP related duties and activities
\$3,391	Travel expenses for Seminole County Community Development Office personnel for SHIP related activities
\$72,150	Office Expenses, Postage, Professional Services, Printing, Promotion, Marketing SHIP Programs, Advertising, Memberships, Computers and Technology
\$396,191	Total

Fiscal Years Covered: 2008/2009

Budget: Seminole County will use 10% of its allocation for administration and 5% of the funds from program income.

\$320,650	Salaries and benefits for Seminole County Community Development Office personnel for SHIP related duties and activities
\$3,391	Travel expenses for Seminole County Community Development Office personnel for SHIP related activities
\$72,150	Office Expenses, Postage, Professional Services, Printing, Promotion, Marketing SHIP Programs, Advertising, Memberships, Computers and Technology
\$396,191	Total

Fiscal Years Covered: 2009/2010

Budget: Seminole County will use 10% of its allocation for administration and 5% of the funds from program income.

\$320,650	Salaries and benefits for Seminole County Community Development Office personnel for SHIP related duties and activities
\$3,391	Travel expenses for Seminole County Community Development Office personnel for SHIP related activities
\$72,150	Office Expenses, Postage, Professional Services, Printing, Promotion, Marketing SHIP Programs, Advertising, Memberships, Computers and Technology
\$396,191	Total

The total amount for each represents the administrative costs based on the 2006/2007 SHIP distribution and the amount may increase or decrease marginally depending on the actual year's distribution.

Exhibit B

Timetables for State Fiscal Years

Exhibit C

Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the Plan

Exhibit D

Certification

Exhibit D
Certification to
Florida Housing Finance Corporation

Name of Local Government: Seminole County

- (1) The local government will advertise the availability of SHIP funds pursuant to Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, creed, religion, color, age, sex, familial or marital status, handicap, or national origin.
- (3) A process for selection of recipients for funds has been developed.
- (4) The eligible county has developed a qualification system for applications for awards.
- (5) Recipients of funds will be required to contractually commit to program guidelines.
- (6) The Florida Housing Finance Corporation will be notified promptly if the local government will be unable to comply with the provisions the plan.
- (7) The Local Housing Assistance Plan shall provide for the expenditure of SHIP funds within 24 months following the end of the State fiscal year in which they are received.
- (8) The plan conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the Local Housing Assistance Plan.
- (9) Amendments to the approved Local Housing Assistance Plan shall be provided to the Corporation within 21 days after adoption.
- (10) The trust fund shall be established with a qualified depository for all SHIP funds as well as moneys generated from activities such as interest earned on loans.
- (11) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (12) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements, copies of the audits will be forwarded to the Corporation as soon as available.
- (13) An interlocal entity shall have its local housing assistance trust fund separately audited for each state fiscal year, and the audit forwarded to the Corporation as

soon as possible.

- (14) SHIP funds will not be pledged for debt service on bonds or as rent subsidies.
- (15) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements. Similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (16) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to service eligible persons.
- (17) Rental Units constructed or rehabilitated with SHIP funds shall be monitored at least annually for 15 years for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e).
- (18) The Plan meets the requirements of Section 420-907-9079 FS, and Rule Chapter 67-37 FAC, and how each of those requirements shall be met.
- (19) The provisions of Chapter 83-220, Laws of Florida has or X **has not** been implemented.

Witness

Chief Elected Official or designee

Witness

Type Name and Title

Date

OR

Attest:

(Seal)

Exhibit E

Resolution

To be Placed in the Document after Approved by BCC and Signed by the Chairman

Exhibit F

Program Information

Exhibit F

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
LOCAL GOVERNMENT INFORMATION SHEET

Local Government: Seminole County

SHIP Administrator: Robert Heenan

Address: Community Assistance Division, 534 W. Lake Mary Blvd., Sanford, Fl 32773

Phone: (407) 665-2385 Fax: (407) 665-2399 email: rheenan@seminolecountyfl.gov

Additional SHIP contacts: Ms. Shirley Boyce, Community Services Manager

Phone: (407) 665-2363 sboyce@seminolecountyfl.gov

Mr. Leo Luttig, Fiscal Manager Phone: (407) 665-2393

Elected Official (Board Chairman): Carlton D. Henley

Address: 1101 E. First Street, Sanford, Fl 32771

Phone: (407) 665-7029 Fax: (407) 665-7958 email: gvenn@seminolecountyfl.gov

County Manager: Cindy A. Coto

Address: 1101 E. First Street, Sanford, Fl 32771

Phone: (407) 665-7211 Fax: (407) 665-7958 e-mail: ccoto@seminolecountyfl.gov

Interlocal Agreement: NO (If yes, list other participants in the interlocal agreement)

The following information must be furnished to the Corporation before any funds can be disbursed.

Local Government Employer Federal ID Number: 59-6000856

Mail Disbursement to: Seminole County

Attention: Community Services Department SHIP

Address: 534 W. Lake Mary Blvd., Sanford, Fl 32773

The following information is for your Finance Department in the event of changes relating to disbursement:

If you would like your name or address changed, please contact the Department of Management Services at: (850) 921-0997

If you would like your funds electronically transferred, please contact the Department of Financial Services at: (850) 410-9372 or 410-9356.

Provide any additional updates the Corporation should be aware of in the space below:

Please return this form to: SHIP PROGRAM MANAGER, FHFC 227 N. BRONOUGH ST., SUITE 5000, TALLAHASSEE, FL 32301 Fax: (850) 922-7253

Exhibit G

Ordinance

To be Placed in the Document after Approved by BCC and Signed by the Chairman

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Center Street ROW Vacate (Bear Lake Area)

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

AUTHORIZED BY:

CONTACT: Alan Willis

EXT:

MOTION/RECOMMENDATION:

1. ADOPT and authorize the Chairman to execute the Resolution to vacate and abandon a portion of the unimproved public right-of-way known as Center Street, as shown on as shown on HI-ALTA, LITTLE ACRES, BLOCK 'D' AND 'E' as recorded in Plat Book 4, Page 54, and as shown on BEAR LAKE HEIGHTS, BLK. 'C', as recorded in Plat Book 10, Page 20 in Section 19, Township 19S, Range 29E, with a 15-foot Drainage Easement across the southern end of the requested right-of-way vacate, as requested by Larry E. and Ilene Glynn, Douglas M. and Brenda K. Campbell, Kevin J. and Lillian J. Coleman, Brian C. and Cheryl G. Hammerly, James E. Chambers, and Randolph L. and Teresa A. Coomes, applicants.

2. DENY the request to vacate and abandon a portion of the unimproved public right-of-way known as Center Street, as shown on HI-ALTA, LITTLE ACRES, BLOCK 'D' AND 'E' as recorded in Plat Book 4, Page 54, and as shown on BEAR LAKE HEIGHTS, BLK. 'C', as recorded in Plat Book 10, Page 20 in Section 19, Township 21S, Range 29E, with a 15-foot Drainage Easement across the southern end of the requested right-of-way vacate, as requested by Larry E. and Ilene Glynn, Douglas M. Brenda K. Campbell, Kevin J. and Lillian J. Coleman, Brian C. and Cheryl G. Hammerly, James E. Chambers, and Randolph L. and Teresa A. Coomes, applicants.

3. CONTINUE the public hearing until a time and date certain.

(Alan Willis)

District 3 Dick Van Der Weide

BACKGROUND:

Larry E. and Ilene Glynn, Douglas M. and Brenda K. Campbell, Kevin J. and Lillian J. Coleman, Brian C. and Cheryl G. Hammerly, James E. Chambers, and Randolph L. and Teresa A. Coomes, applicants, are requesting to vacate and abandon a portion of the unimproved public right-of-way known as Center Street, as shown on HI-ALTA, LITTLE ACRES, BLOCK 'D' AND 'E', and as shown on BEAR LAKE HEIGHTS, BLK. 'C' consisting of 0.549+/- acres located in Section 19, Township 21S, Range 29E and as recorded in Plat Book 4, Book 54, and Plat Book 10, Page 20, of the Public Records of Seminole County, Florida. The applicants are requesting the Right-of-Way Vacate to increase their lot sizes. The subject right-of-way is located just to the east of US 441, and south of Bear Lake.

The subject right-of-way is not needed for public access and the proposed vacate will not hinder access to any adjacent properties, however a 15-foot Drainage Easement is required by

Public Works across the southern end of the requested right-of-way vacate for maintenance of an existing drainage ditch.

The applicants have provided letters from all applicable utility companies stating “no objections” to the request.

This request complies with the requirements and under the authority for vacating a right of way of Section 336.09 and 336.10, Florida Statutes.

STAFF RECOMMENDATION:

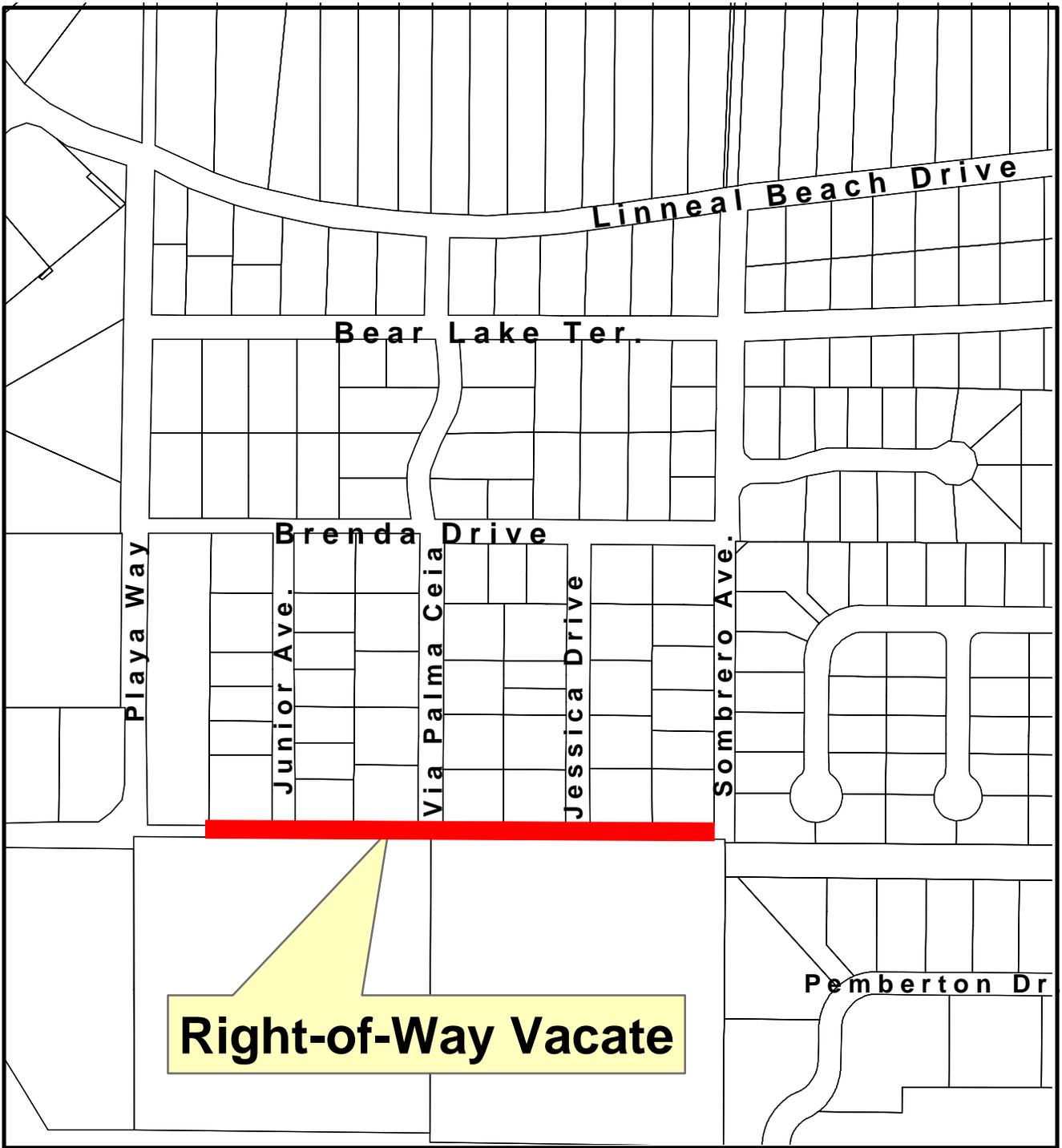
Staff recommends the Board adopt a resolution to vacate and abandon the public right-of-way, with a 15-foot Drainage Easement across the southern end of the requested right-of-way vacate, as requested by the applicants.

ATTACHMENTS:

1. Maps and Aerials
2. Maps and Aerials
3. Maps and Aerials
4. Resolution
5. Sketch of Description

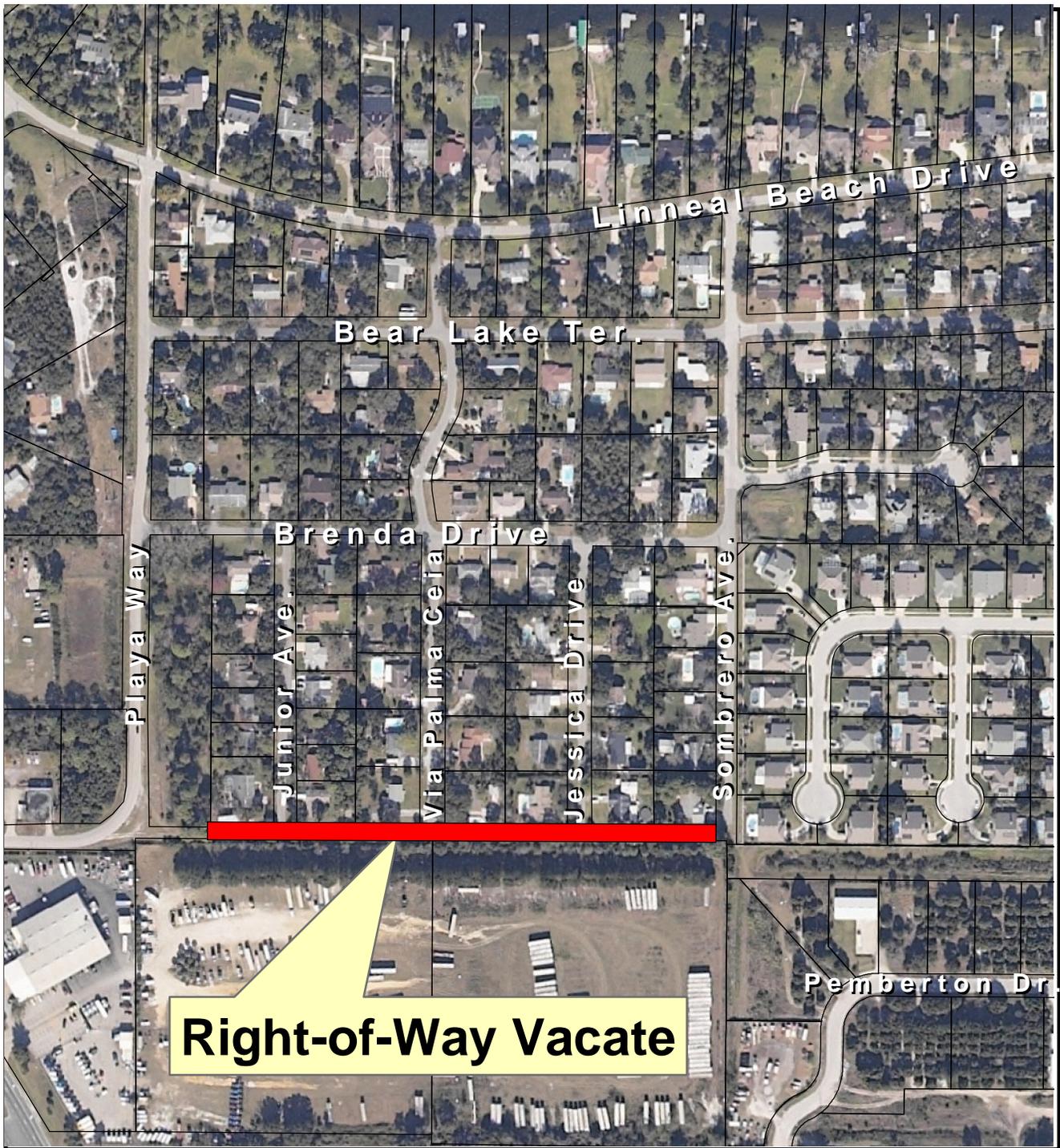
Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran, Kimberly Laucella)



Center Street Right-of-Way Vacate





Center Street Right-of-Way Vacate



RESOLUTION NO.: 2007-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 24th DAY OF April A.D., 2007.

RESOLUTION TO VACATE AND ABANDON A RIGHT-OF-WAY

Whereas, a Petition was presented on behalf of

LARRY E. AND ILENE GLYNN, DOUGLAS M. AND BRENDA K. CAMPBELL, KEVIN J. AND LILLIAN J. COLEMAN, BRIAN C. AND CHERYL G. HAMMERLY, JAMES E. CHAMBERS, AND RANDOLPH L. AND TERESA A. COOMES

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described right-of-way, to-wit:

See Attached Sketch of Description "Exhibit C"

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, having determined that the abandonment of the above described right-of-way is to the best interest of the county and the public.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described Right-of-way be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public be, and the same is hereby disclaimed.

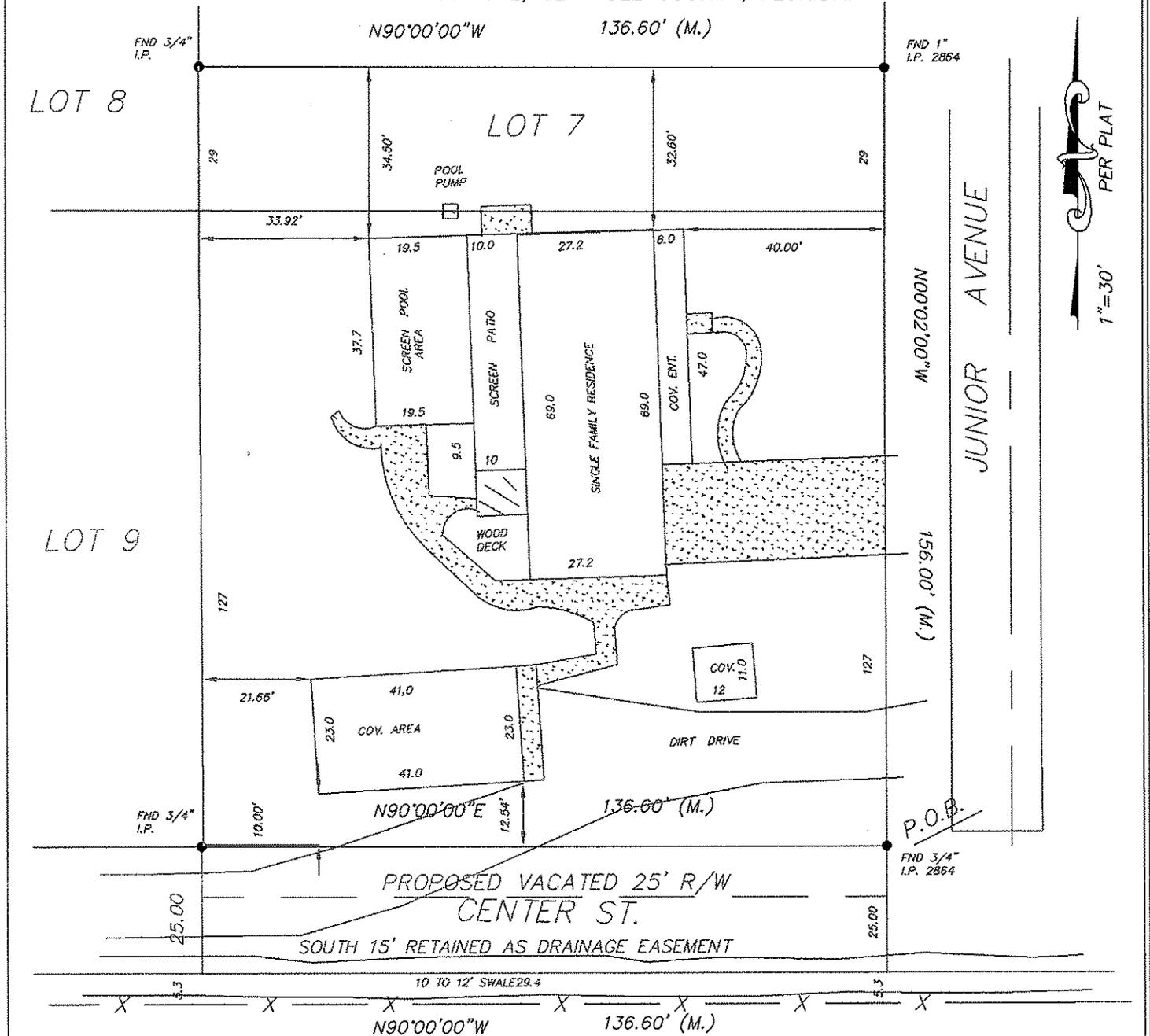
PASSED AND ADOPTED this 24th day of April A.D., 2007.

<p>ATTEST:</p> <hr/> <p>MARYANNE MORSE CLERK OF THE CIRCUIT COURT SEMINOLE COUNTY, FLORIDA</p>	<p>BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA</p> <p>BY: <hr/></p> <p>CARLTON D. HENLEY CHAIRMAN</p>
--------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------

BOUNDARY SURVEY

LEGAL DESCRIPTION: THE SOUTH 29.00 FEET OF LOT 7 AND ALL OF LOT 10, BLOCK 'D', HI-ALTA, LITTLE ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 54, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

THE ABOVE REFERENCED PROPERTY IS LOCATED IN ZONE 'X', AREA OF MINIMAL FLOODING, AS PER F.I.R.M. COMMUNITY PANEL NO. 12117C0115 E, SEMINOLE COUNTY, FLORIDA.



PROPOSED VACATED CENTER STREET:

BEGIN AT THE SOUTHEAST CORNER OF LOT 10, BLOCK 'D', HI-ALTA, LITTLE ACRES, THENCE RUN S 00 02' 00" E, 25.00 FEET; THENCE RUN N 90 00' 00" W, 136.60 FEET; THENCE N 00 02' 00" W, 25.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE N 90 00' 00" E, 136.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,415 SQ. FT. MORE OR LESS.

SUBJECT TO RETAINING SOUTH 15.00' AS DRAINAGE EASEMENT.

9382 JUNIOR AVENUE

LEGEND

■ FOUND CONCRETE MONUMENT	E EAST	R RADIUS / RADIAL
● FOUND PROPERTY CORNER	ENT. ENTRANCE	S SOUTH
○ SET PROPERTY CORNER	ENCL. ENCLOSURE	SAN. SANITARY
○ PERMANENT CONTROL POINT	ESMT. EASEMENT	SCR. SCREEN
△ DELTA	FND. FOUND	S.W. SIDEWALK
A/C AIR CONDITIONER	I.P. IRON PIPE	T TANGENT
BLK. BLOCK	I.R. IRON ROD	TEL TELEPHONE RISER BOX
B.O.B. BASIS OF BEARING	L LENGTH	TYP. TYPICAL
BRG. BEARING	M. MEASURED	U.E. UTILITY EASEMENT
CATV CABLE TELEVISION BOX	N NORTH	U.R.B. UTILITY RISER BOX
CHD. CHORD	N/D NAIL & DISC	W WEST
C.L.F. CHAIN LINK FENCE	P.C. POINT OF CURVATURE	W.F. WOOD FENCE
C.M. CONCRETE MONUMENT	P.C.P. PERMANENT CONTROL POINT	W.M. WATER METER
CONC. CONCRETE	P.T. POINT OF TANGENCY	
COR. CORNER	P.O.B. POINT OF BEGINNING	
COV. COVERED	P.O.C. POINT OF COMMENCEMENT	
D. DESCRIBED	P.O.L. POINT ON LINE	
D.E. DRAINAGE EASEMENT	P. PLAT	

NOTES

1. BEARINGS ARE BASED ON RECORD PLAT.
2. THE SURVEY SHOWN HEREON WAS SURVEYED BY THE LEGAL DESCRIPTION PROVIDED BY THE CLIENT.
3. ROOF OVERHANGS AND FOOTERS HAVE NOT BEEN LOCATED.
4. NO IMPROVEMENTS OR UNDERGROUND UTILITIES HAVE BEEN LOCATED EXCEPT AS SHOWN.
5. THIS SURVEY IS NOT VALID WITHOUT EMBOSSED SEAL.
6. THIS SURVEY IS NOT VALID FOR ANY REAL ESTATE TRANSACTIONS 90 DAYS BEYOND THE FINAL SURVEY DATE SHOWN.
7. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS HEREON FOR EASEMENTS OR RIGHT-OF-WAY OF RECORD.
8. THERE MAY ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
9. ALL BEARINGS / ANGLES AND DISTANCES ARE PLAT AND MEASURED UNLESS NOTED OTHERWISE.

I HEREBY CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 61G17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 427.07, FLORIDA STATUTES.

[Signature]
3-12-07

PREPARED FOR:
LARRY E. & ILENE GLYNN

PREPARED BY:
CHARLES ROB DEFOOR & ASSOCIATES, INC.

P.O. BOX 1763, APOPKA FLORIDA 32703 (4)

LOT SURVEY DATE:	
FOUNDATION DATE:	
FINAL SURVEY DATE:	11-3-06
DRAWN DATE:	11-3-06
SCALE:	1" = 30'

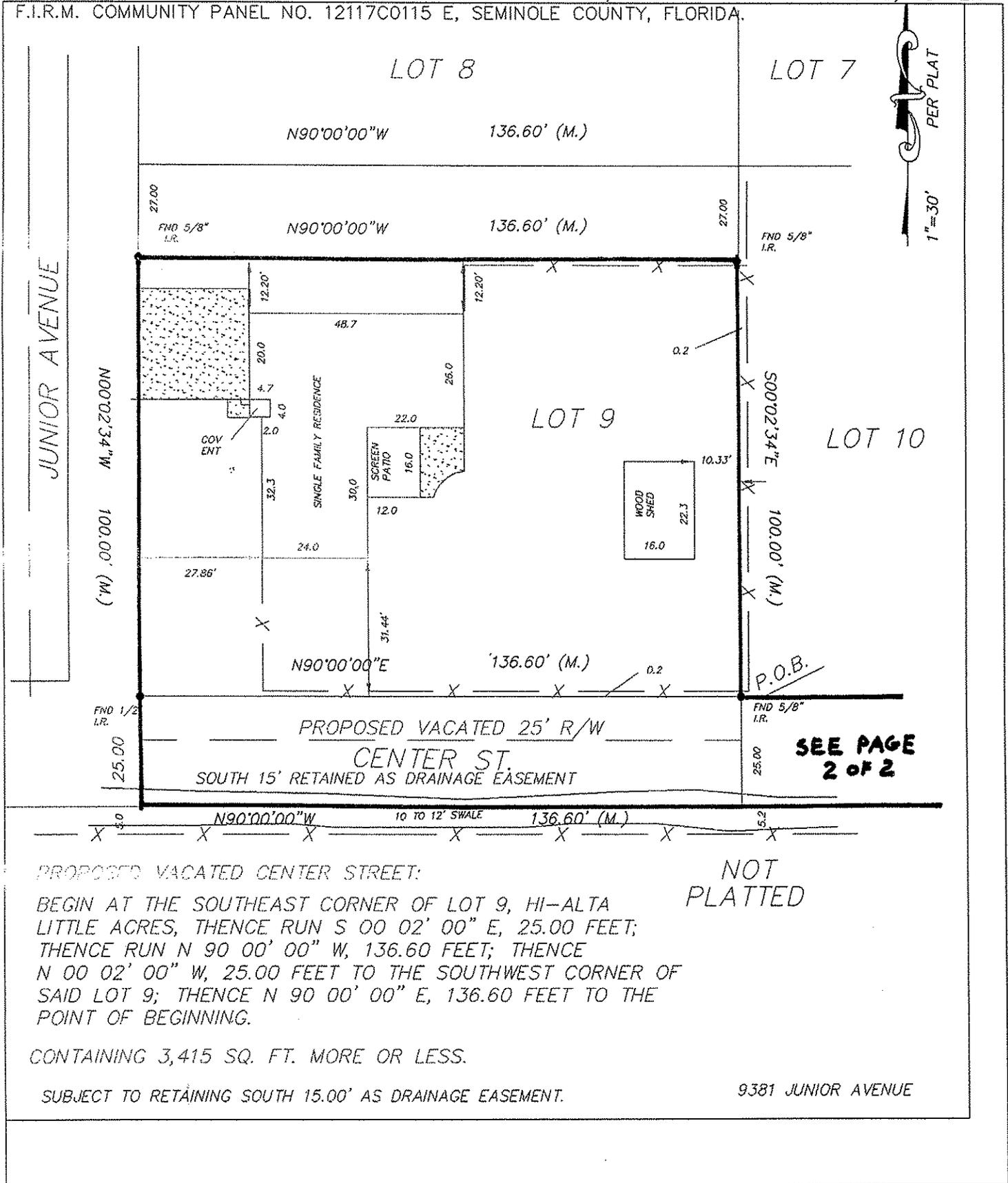
CHARLES R. DEFOOR, P.L.S. 4189 DATE

EXHIBIT C

BOUNDARY SURVEY

LEGAL DESCRIPTION: THE SOUTH 100.00 FEET OF LOT 9, BLOCK 'E', HI-ALTA, LITTLE ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 54, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

THE ABOVE REFERENCED PROPERTY IS LOCATED IN ZONE 'X', AREA OF MINIMAL FLOODING, AS PER F.I.R.M. COMMUNITY PANEL NO. 12117C0115 E, SEMINOLE COUNTY, FLORIDA.



PROPOSED VACATED CENTER STREET:

BEGIN AT THE SOUTHEAST CORNER OF LOT 9, HI-ALTA LITTLE ACRES, THENCE RUN S 00 02' 00" E, 25.00 FEET; THENCE RUN N 90 00' 00" W, 136.60 FEET; THENCE N 00 02' 00" W, 25.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N 90 00' 00" E, 136.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,415 SQ. FT. MORE OR LESS.

SUBJECT TO RETAINING SOUTH 15.00' AS DRAINAGE EASEMENT.

NOT
PLATTED

9381 JUNIOR AVENUE

LEGEND

■ FOUND CONCRETE MONUMENT	E EAST	R RADIUS / RADIAL
● FOUND PROPERTY CORNER	ENT. ENTRANCE	S SOUTH
○ SET PROPERTY CORNER	ENCL. ENCLOSURE	SAN. SANITARY
○ PERMANENT CONTROL POINT	ESMT. EASEMENT	SCR. SCREEN
△ DELTA	FND. FOUND	S.W. SIDEWALK
A/C AIR CONDITIONER	I.P. IRON PIPE	T TANGENT
BLK. BLOCK	I.R. IRON ROD	TEL TELEPHONE RISER BOX
B.O.B. BASIS OF BEARING	L LENGTH	TYP. TYPICAL
BRG. BEARING	M. MEASURED	U.E. UTILITY EASEMENT
CATV CABLE TELEVISION BOX	N NORTH	U.R.B. UTILITY RISER BOX
CHD. CHORD	N/D NAIL & DISC	W WEST
C.L.F. CHAIN LINK FENCE	P.C. POINT OF CURVATURE	W.F. WOOD FENCE
C.M. CONCRETE MONUMENT	P.C.P. PERMANENT CONTROL POINT	W.M. WATER METER
CONC. CONCRETE	P.T. POINT OF TANGENCY	
COR. CORNER	P.O.B. POINT OF BEGINNING	
COV. COVERED	P.O.C. POINT OF COMMENCEMENT	
D. DESCRIBED	P.O.L. POINT ON LINE	
D.E. DRAINAGE EASEMENT	P. PLAT	

NOTES

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5. THIS SURVEY IS NOT VALID WITHOUT EMBOSSED SEAL.
6. THIS SURVEY IS NOT VALID FOR ANY REAL ESTATE TRANSACTIONS 90 DAYS BEYOND THE FINAL SURVEY DATE SHOWN.
7. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS HEREON FOR EASEMENTS OR RIGHT-OF-WAY OF RECORD.
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I HEREBY CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 61017, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 427.027, FLORIDA STATUTES.

PREPARED FOR:
DOUGLAS M. & BRENDA K. CAMPBELL

PREPARED BY:
CHARLES ROB DEFOOR & ASSOCIATES INC

LOT SURVEY DATE:
FOUNDATION DATE:
FINAL SURVEY DATE: 11-3-06
DRAWN DATE: 11-3-06
SCALE: 1" = 30'

CHARLES R. DEFOOR, P.L.S. 4189 DATE: 3-12-07

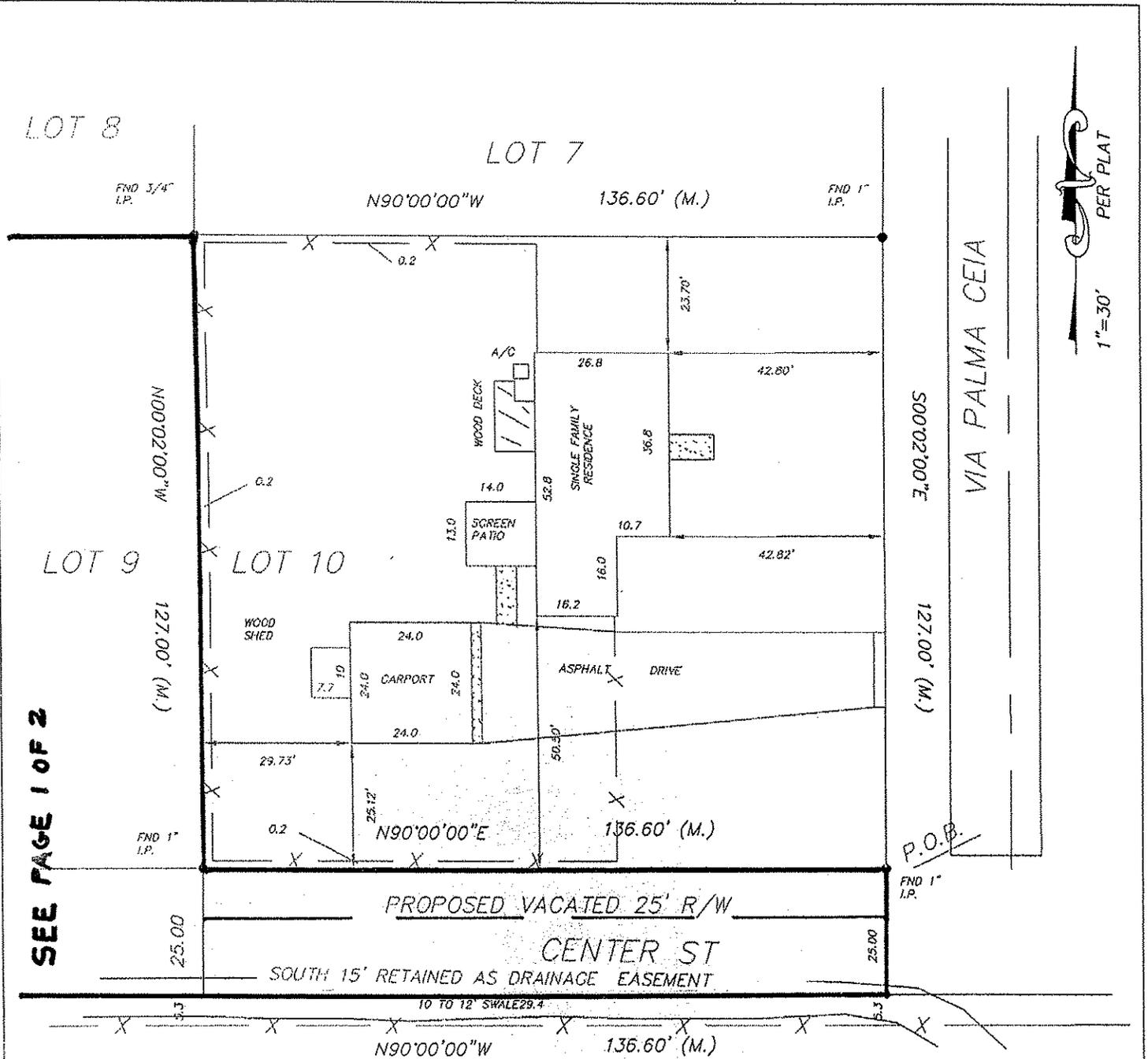
P.O. BOX 1763, APOPKA FLORIDA 32703 (407) 88

EXHIBIT C

BOUNDARY SURVEY

LEGAL DESCRIPTION: LOT 10, BLOCK 'E', HI-ALTA, LITTLE ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 54, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

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SEE PAGE 1 OF 2

PROPOSED VACATED CENTER STREET:

BEGIN AT THE SOUTHEAST CORNER OF LOT 10, BLOCK 'E', HI-ALTA, LITTLE ACRES, THENCE RUN S 00 02' 00" E, 25.00 FEET; THENCE RUN N 90 00' 00" W, 136.60 FEET; THENCE N 00 02' 00" W, 25.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE N 90 00' 00" E, 136.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,415 SQ. FT. MORE OR LESS.

SUBJECT TO RETAINING SOUTH 15.00' AS DRAINAGE EASEMENT

9392 VIA PALMA CEIA

LEGEND

■ FOUND CONCRETE MONUMENT	E EAST	R RADIUS / RADIAL
● FOUND PROPERTY CORNER	ENT. ENTRANCE	S SOUTH
○ SET PROPERTY CORNER	ENCL. ENCLOSURE	SAN. SANITARY
○ PERMANENT CONTROL POINT	ESMT. EASEMENT	SCR. SCREEN
△ DELTA	FND. FOUND	S.W. SIDEWALK
A/C AIR CONDITIONER	I.P. IRON PIPE	T TANGENT
BLK. BLOCK	I.R. IRON ROD	TEL TELEPHONE RISER BOX
B.O.B. BASIS OF BEARING	L LENGTH	TYP. TYPICAL
BRG. BEARING	M. MEASURED	U.E. UTILITY EASEMENT
CATV CABLE TELEVISION BOX	N NORTH	U.R.B. UTILITY RISER BOX
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COV. COVERED	P.O.C. POINT OF COMMENCEMENT	
D. DESCRIBED	P.O.L. POINT ON LINE	
D.E. DRAINAGE EASEMENT	P. PLAT	

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I HEREBY CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 610.07, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 427.027, FLORIDA STATUTES.

PREPARED FOR:
DOUGLAS M. & BRENDA K. CAMPBELL

PREPARED BY:
CHARLES ROB DEFOOR & ASSOCIATES INC

PLAT SURVEY DATE:
FUNDATION DATE:
FINAL SURVEY DATE: 11-3-06
DRAWN DATE: 11-3-06
SCALE: 1" = 30'

[Signature]
3-12-07
DATE

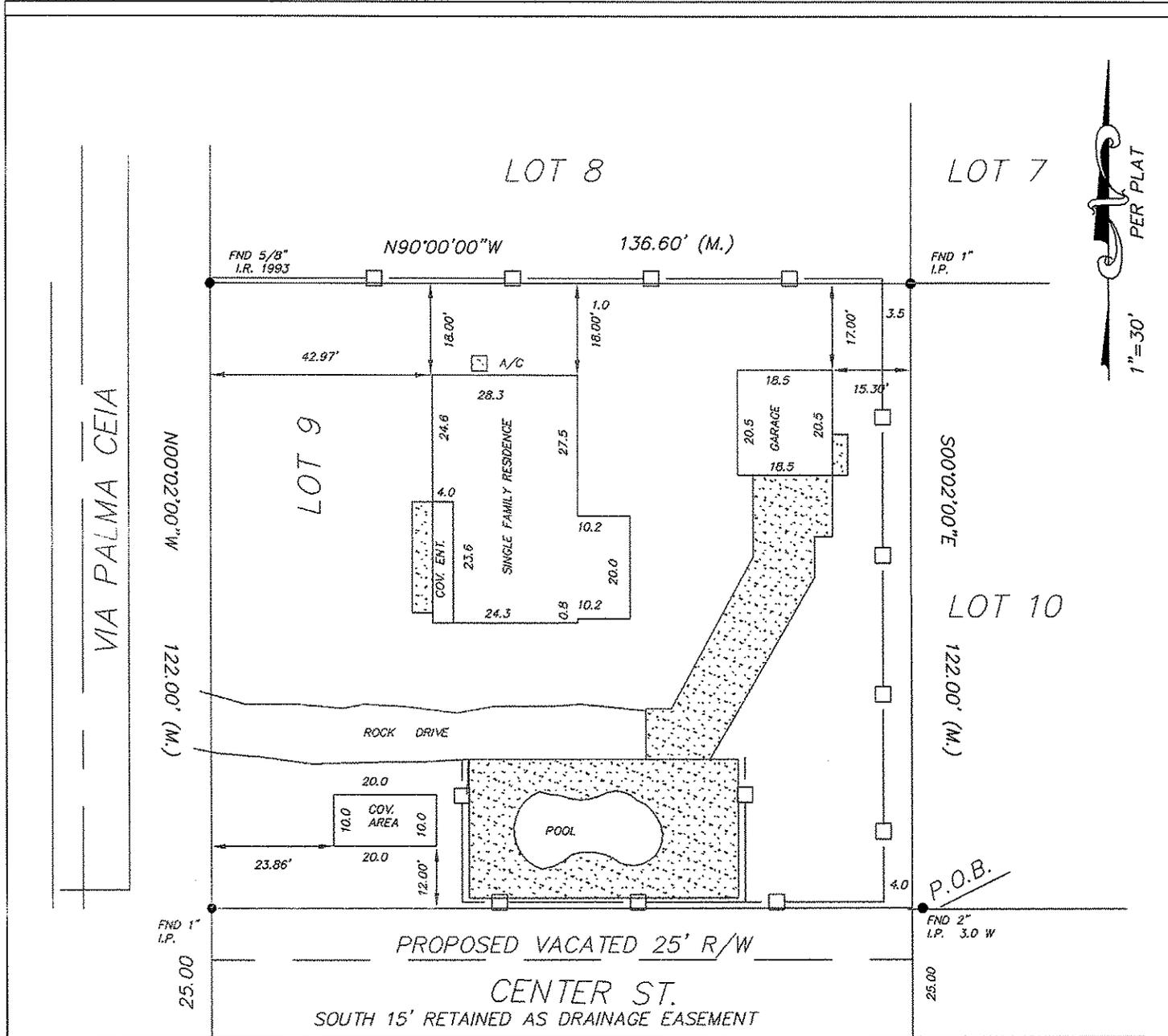
P.O. BOX 1763, APOPKA FLORIDA 32703 (407)

EXHIBIT C

BOUNDARY SURVEY

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CONTAINING 3,415 SQ. FT. MORE OR LESS.
 SUBJECT TO RETAINING SOUTH 15.00' AS DRAINAGE EASEMENT.

NOT PLATTED

9393 VIA PALMA CEIA

LEGEND

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● FOUND PROPERTY CORNER	ENT. ENTRANCE	S SOUTH
○ SET PROPERTY CORNER	ENCL. ENCLOSURE	SAN. SANITARY
⊙ PERMANENT CONTROL POINT	ESMT. EASEMENT	SCR. SCREEN
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BRG. BEARING	M. MEASURED	U.E. UTILITY EASEMENT
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D.E. DRAINAGE EASEMENT	P. PLAT	

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[Signature] 3-12-07

PREPARED FOR:
LILLIAN J. & KEVIN J. COLEMAN

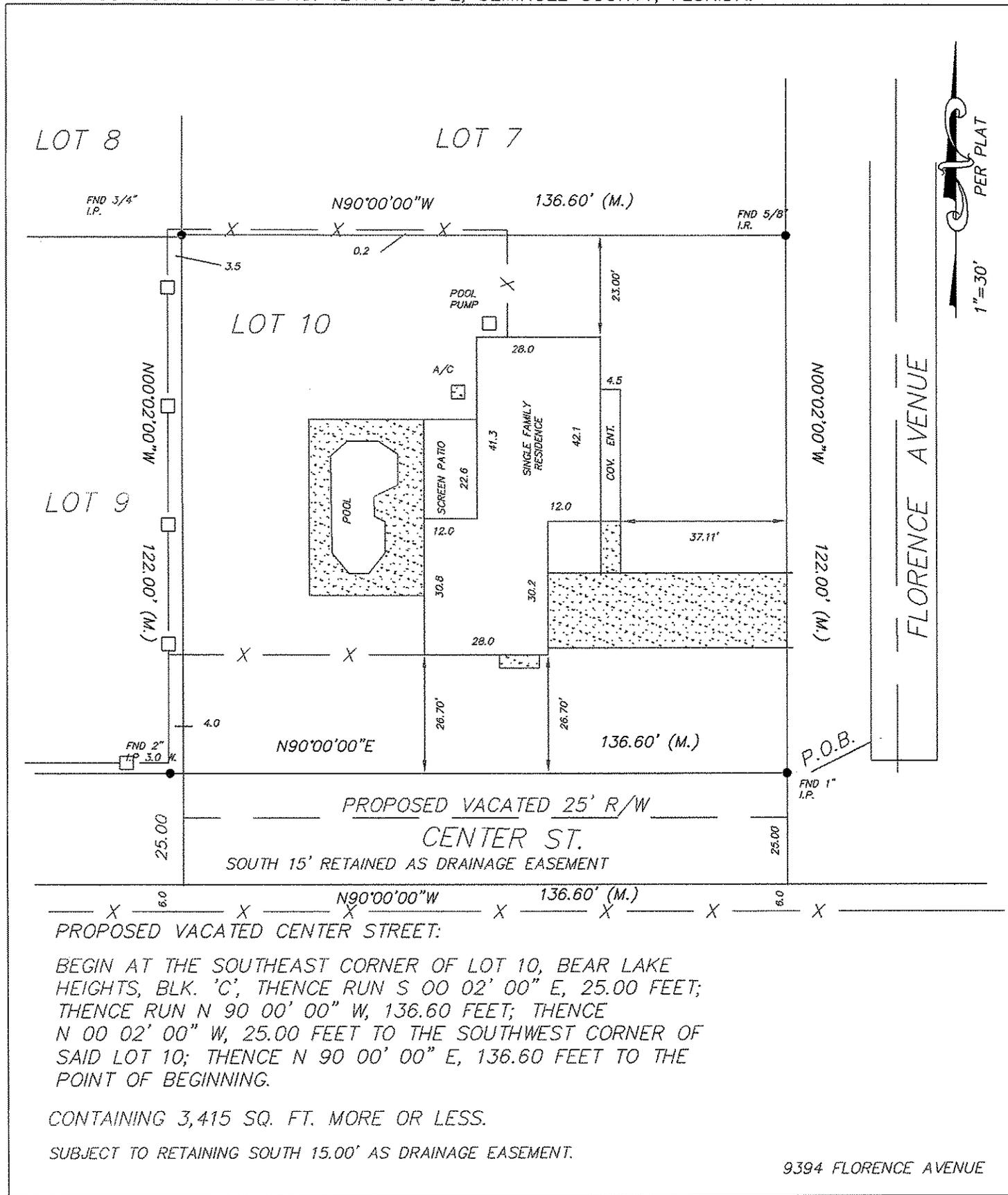
PREPARED BY:
CHARLES ROB DEFOOR & ASSOCIATES, INC.

LOT SURVEY DATE:	
FOUNDATION DATE:	
FINAL SURVEY DATE:	11-3-06
DRAWN DATE:	11-3-06
SCALE:	1" = 30'

BOUNDARY SURVEY

LEGAL DESCRIPTION: LOT 10, BEAR LAKE HEIGHTS, BLK. 'C', ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 20, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

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CONTAINING 3,415 SQ. FT. MORE OR LESS.

SUBJECT TO RETAINING SOUTH 15.00' AS DRAINAGE EASEMENT.

LEGEND

■ FOUND CONCRETE MONUMENT	E EAST	R RADIUS / RADIAL
● FOUND PROPERTY CORNER	ENT. ENTRANCE	S SOUTH
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CHD. CHORD	N/D NAIL & DISC	W WEST
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C.M. CONCRETE MONUMENT	P.C.P. PERMANENT CONTROL POINT	W.M. WATER METER
CONC. CONCRETE	P.T. POINT OF TANGENCY	
COR. CORNER	P.O.B. POINT OF BEGINNING	
COV. COVERED	P.O.C. POINT OF COMMENCEMENT	
D. DESCRIBED	P.O.L. POINT ON LINE	
D.E. DRAINAGE EASEMENT	P. PLAT	

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5. THIS SURVEY IS NOT VALID WITHOUT EMBOSSED SEAL.
6. THIS SURVEY IS NOT VALID FOR ANY REAL ESTATE TRANSACTIONS 90 DAYS BEYOND THE FINAL SURVEY DATE SHOWN.
7. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS HEREON FOR EASEMENTS OR RIGHT-OF-WAY OF RECORD.
8. THERE MAY ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
9. ALL BEARINGS / ANGLES AND DISTANCES ARE PLAT AND MEASURED UNLESS NOTED OTHERWISE.

I HEREBY CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 610.17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 427.007, FLORIDA STATUTES.

PREPARED FOR:
BRIAN C. & CHERYL G. HAMMERLY

PREPARED BY:
CHARLES ROB DEFOOR & ASSOCIATES, INC.

LOT SURVEY DATE:	
FOUNDATION DATE:	
FINAL SURVEY DATE:	11-3-06
DRAWN DATE:	11-3-06
SCALE:	1" = 30'

CHARLES R. DEFOOR, P.L.S. 4189

DATE

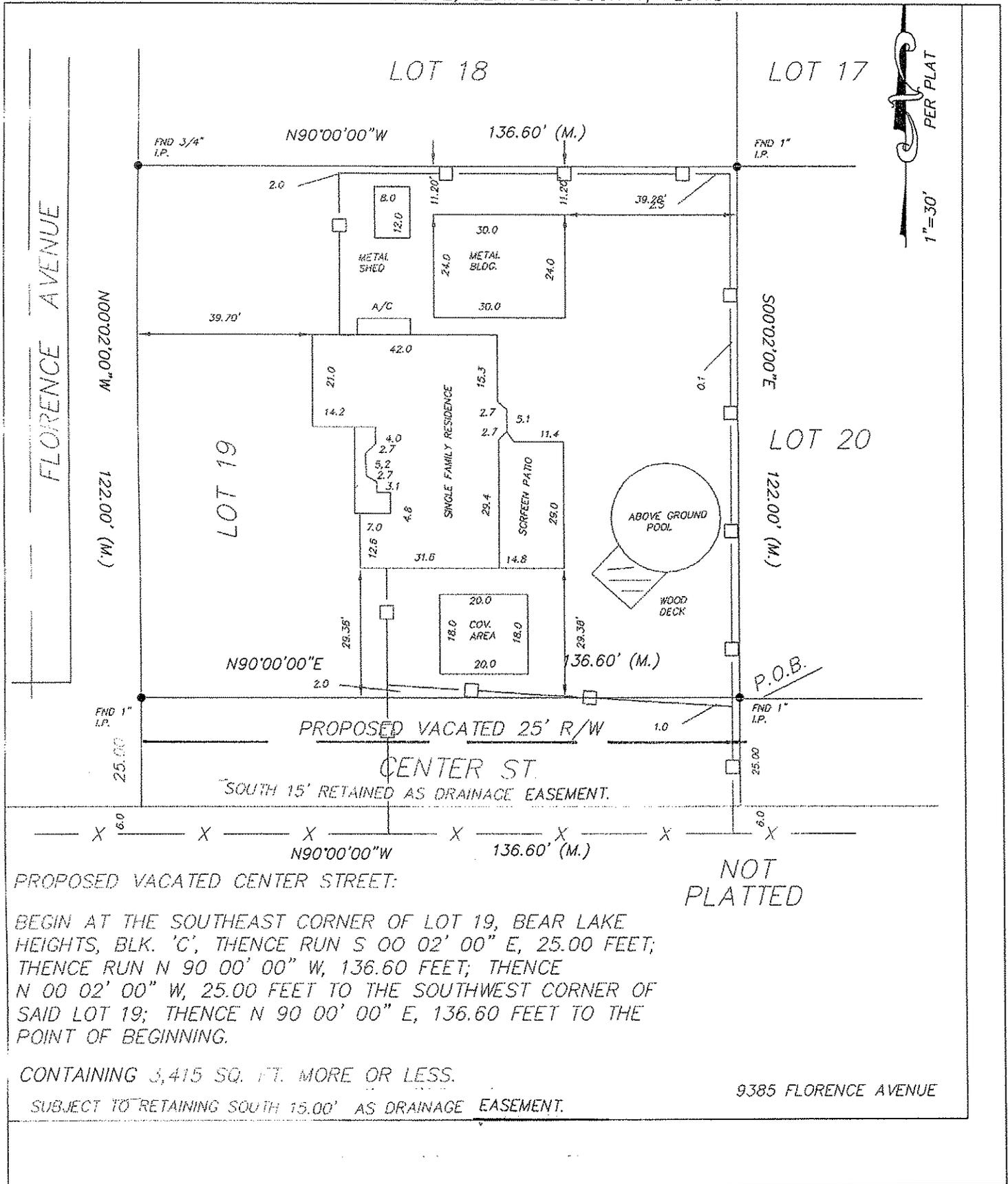
P.O. BOX 1763, APOPKA FLORIDA 32703 (407) 881

EXHIBIT C

BOUNDARY SURVEY

LEGAL DESCRIPTION: LOT 19, BEAR LAKE HEIGHTS, BLK. 'C', ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 20, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

THE ABOVE REFERENCED PROPERTY IS LOCATED IN ZONE 'X', AREA OF MINIMAL FLOODING, AS PER F.I.R.M. COMMUNITY PANEL NO. 12117C0115 E, SEMINOLE COUNTY, FLORIDA.



PROPOSED VACATED CENTER STREET:

BEGIN AT THE SOUTHEAST CORNER OF LOT 19, BEAR LAKE HEIGHTS, BLK. 'C', THENCE RUN S 00 02' 00" E, 25.00 FEET; THENCE RUN N 90 00' 00" W, 136.60 FEET; THENCE N 00 02' 00" W, 25.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE N 90 00' 00" E, 136.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,415 SQ. FT. MORE OR LESS.

SUBJECT TO RETAINING SOUTH 15.00' AS DRAINAGE EASEMENT.

NOT PLATTED

LEGEND

■ FOUND CONCRETE MONUMENT	E EAST	R RADIUS / RADIAL
● FOUND PROPERTY CORNER	ENT. ENTRANCE	S SOUTH
○ SET PROPERTY CORNER	ENCL. ENCLOSURE	SAN. SANITARY
○ PERMANENT CONTROL POINT	ESMT. EASEMENT	SCR. SCREEN
△ DELTA	FND. FOUND	S.W. SIDEWALK
A/C AIR CONDITIONER	I.P. IRON PIPE	T TANGENT
BLK. BLOCK	I.R. IRON ROD	TEL TELEPHONE RISER BOX
B.O.B. BASIS OF BEARING	L LENGTH	TYP. TYPICAL
BRG. BEARING	M. MEASURED	U.E. UTILITY EASEMENT
CATV CABLE TELEVISION BOX	N NORTH	U.R.B. UTILITY RISER BOX
CHD. CHORD	N/D NAIL & DISC	W WEST
C.L.F. CHAIN LINK FENCE	P.C. POINT OF CURVATURE	W.F. WOOD FENCE
C.M. CONCRETE MONUMENT	P.C.P. PERMANENT CONTROL POINT	W.M. WATER METER
CONC. CONCRETE	P.O.P. POINT OF TANGENCY	
COR. CORNER	P.O.B. POINT OF BEGINNING	
COV. COVERED	P.O.C. POINT OF COMMENCEMENT	
D. DESCRIBED	P.O.L. POINT ON LINE	
D.E. DRAINAGE EASEMENT	P. PLAT	

NOTES

1. BEARINGS ARE BASED ON RECORD PLAT.
2. THE SURVEY SHOWN HEREON WAS SURVEYED BY THE LEGAL DESCRIPTION PROVIDED BY THE CLIENT.
3. ROOF OVERHANGS AND FOOTERS HAVE NOT BEEN LOCATED.
4. NO IMPROVEMENTS OR UNDERGROUND UTILITIES HAVE BEEN LOCATED EXCEPT AS SHOWN.
5. THIS SURVEY IS NOT VALID WITHOUT EMBOSSED SEAL.
6. THIS SURVEY IS NOT VALID FOR ANY REAL ESTATE TRANSACTIONS 90 DAYS BEYOND THE FINAL SURVEY DATE SHOWN.
7. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS HEREON FOR EASEMENTS OR RIGHT-OF-WAY OF RECORD.
8. THERE MAY ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
9. ALL BEARINGS / ANGLES AND DISTANCES ARE PLAT AND MEASURED UNLESS NOTED OTHERWISE.

I HEREBY CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 61G17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 427.027, FLORIDA STATUTES.

3-12-07

CHARLES R. DEFOOR, P.L.S. 4189 DATE

PREPARED FOR: JAMES E. CHAMBERS

PREPARED BY: CHARLES ROB DEFOOR & ASSOCIATES INC

P.O. BOX 1763, APOPKA FLORIDA 32703 (407) 81

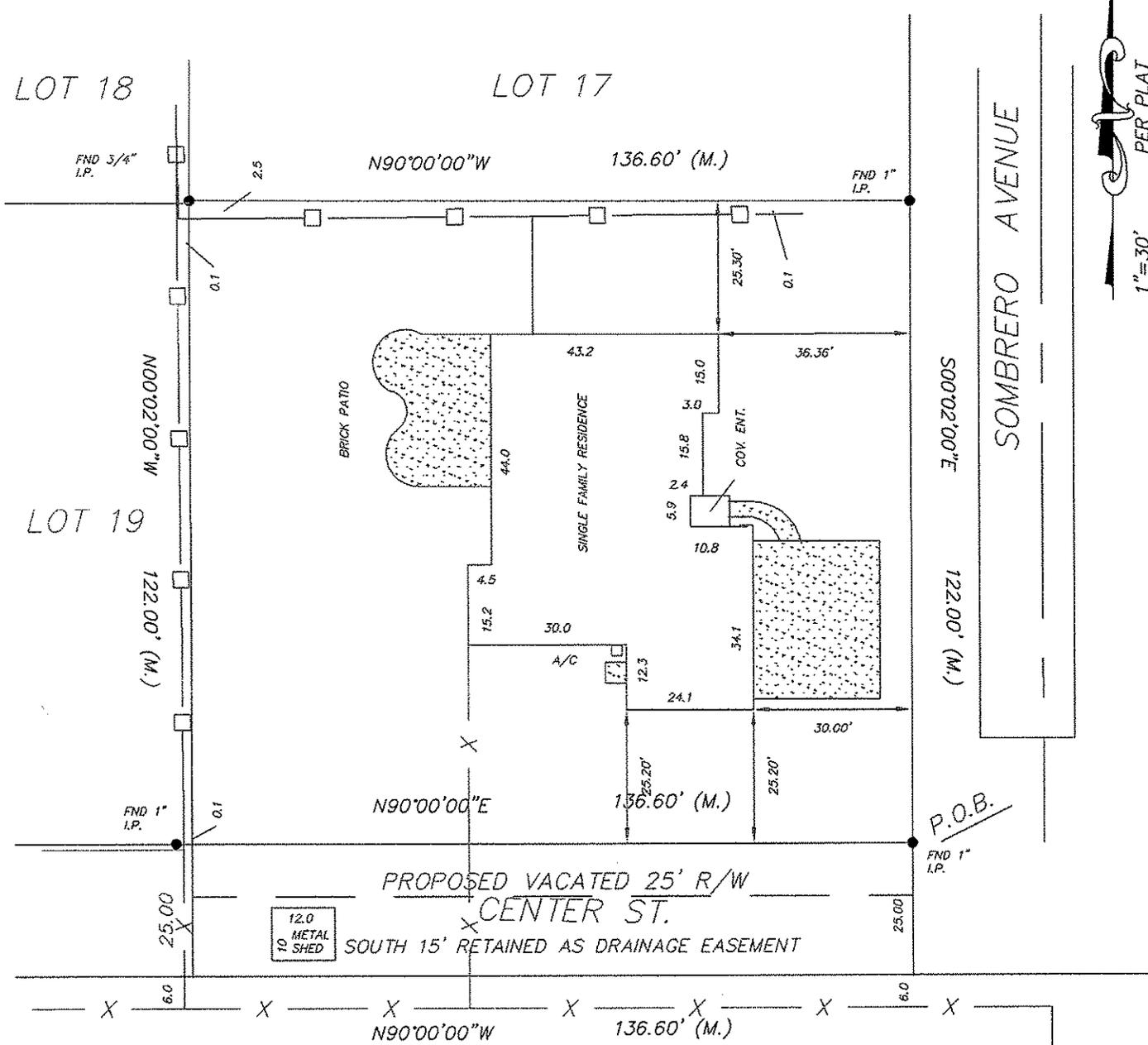
LOT SURVEY DATE:	
FOUNDATION DATE:	
FINAL SURVEY DATE:	11-3-06
DRAWN DATE:	11-3-06
SCALE:	1" = 30'

EXHIBIT C

BOUNDARY SURVEY

LEGAL DESCRIPTION: LOT 20, BEAR LAKE HEIGHTS, BLK. 'C', ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 20, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

THE ABOVE REFERENCED PROPERTY IS LOCATED IN ZONE 'X', AREA OF MINIMAL FLOODING, AS PER F.I.R.M. COMMUNITY PANEL NO. 12117C0115 E, SEMINOLE COUNTY, FLORIDA.



PROPOSED VACATED CENTER STREET:

BEGIN AT THE SOUTHEAST CORNER OF LOT 20, BEAR LAKE HEIGHTS, BLK. 'C', THENCE RUN S 00 02' 00" E, 25.00 FEET; THENCE RUN N 90 00' 00" W, 136.60 FEET; THENCE N 00 02' 00" W, 25.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20; THENCE N 90 00' 00" E, 136.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,415 SQ. FT. MORE OR LESS.

SUBJECT TO RETAINING SOUTH 15.00' AS DRAINAGE EASEMENT.

9400 SOMBRERO AVENUE

LEGEND

■ FOUND CONCRETE MONUMENT	E EAST	R RADIUS / RADIAL
○ FOUND PROPERTY CORNER	ENT. ENTRANCE	S SOUTH
○ SET PROPERTY CORNER	ENCL. ENCLOSURE	SAN. SANITARY
○ PERMANENT CONTROL POINT	ESMT. EASEMENT	SCR. SCREEN
△ DELTA	FND. FOUND	S.W. SIDEWALK
A/C AIR CONDITIONER	I.P. IRON PIPE	T TANGENT
BLK. BLOCK	I.R. IRON ROD	TEL TELEPHONE RISER BOX
B.O.B. BASIS OF BEARING	L LENGTH	TYP. TYPICAL
BRG. BEARING	M. MEASURED	U.E. UTILITY EASEMENT
CATV CABLE TELEVISION BOX	N NORTH	U.R.B. UTILITY RISER BOX
CHD. CHORD	N/D NAIL & DISC	W WEST
C.L.F. CHAIN LINK FENCE	P.C. POINT OF CURVATURE	W.F. WOOD FENCE
C.M. CONCRETE MONUMENT	P.C.P. PERMANENT CONTROL POINT	W.M. WATER METER
CONC. CONCRETE	P.T. POINT OF TANGENCY	
COR. CORNER	P.O.B. POINT OF BEGINNING	
COV. COVERED	P.O.C. POINT OF COMMENCEMENT	
D. DESCRIBED	P.O.L. POINT ON LINE	
D.E. DRAINAGE EASEMENT	P. PLAT	

NOTES

1. BEARINGS ARE BASED ON RECORD PLAT.
2. THE SURVEY SHOWN HEREON WAS SURVEYED BY THE LEGAL DESCRIPTION PROVIDED BY THE CLIENT.
3. ROOF OVERHANGS AND FOOTERS HAVE NOT BEEN LOCATED.
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PREPARED FOR:
RANDOLPH L. & TERESA A. COOME

PREPARED BY:
CHARLES ROB DEFOOR & ASSOCIATES INC.

LOT SURVEY DATE:	
FOUNDATION DATE:	
FINAL SURVEY DATE:	11-3-06
DRAWN DATE:	11-3-06
SCALE:	1" = 30'

CHARLES R. DEFOOR, P.L.S. 4189 DATE: 3-12-07

P.O. BOX 1763, APOPKA FLORIDA 32703 (407) 8

EXHIBIT C

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Legacy View Cove (3105) Drainage and Utility Easement Vacates

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

AUTHORIZED BY:

CONTACT: Alan Willis

EXT:

MOTION/RECOMMENDATION:

1. ADOPT and authorize the Chairman to execute the Resolution to vacate and abandon a 20 foot platted drainage and utility easement on lots 1 and 2, and vacate and abandon a 20 foot platted drainage and utility easement on lots 2 and 3, ALAQUA LAKES PHASE 8, recorded in the Public Records of Seminole County, Florida in Plat Book 68, Pages 75 – 77 in Section 14, Township 20 S, Range 29 E, as requested by Robert G. and Diane M. Dello Russo, applicant.

2. DENY the request to vacate and abandon a 20 foot platted drainage and utility easement on lots 1 and 2, and vacate and abandon a 20 foot platted drainage and utility easement on lots 2 and 3, ALAQUA LAKES PHASE 8, recorded in the Public Records of Seminole County, Florida in Plat Book 68, Pages 75 – 77 in Section 14, Township 20 S, Range 29 E, as requested by Robert G. and Diane M. Dello Russo, applicant.

3. CONTINUE the public hearing until a time and date certain.

(Alan Willis)

District 5 Brenda Carey

BACKGROUND:

The applicant, Robert G. and Diane M. Dello Russo, is requesting to vacate and abandon a 20 foot platted drainage and utility easement on lots 1 and 2, and a 20 foot platted drainage and utility easement on the lots 2 and 3, located at 3105 Legacy View Cove, Longwood, Florida, and further described as Lots 1, 2, and 3, ALAQUA LAKES PHASE 8, as recorded in Plat Book 68, Pages 75 – 77, Public records of Seminole County, Florida, in Section 14, Township 20 S, Range 29 E.

The applicant is requesting to vacate and abandon the drainage and utility easements to accommodate a single family residence that is to be built on all three lots off Legacy View Cove. The applicant has provided letters from the applicable utility companies stating “no objections” to the request.

STAFF RECOMMENDATION:

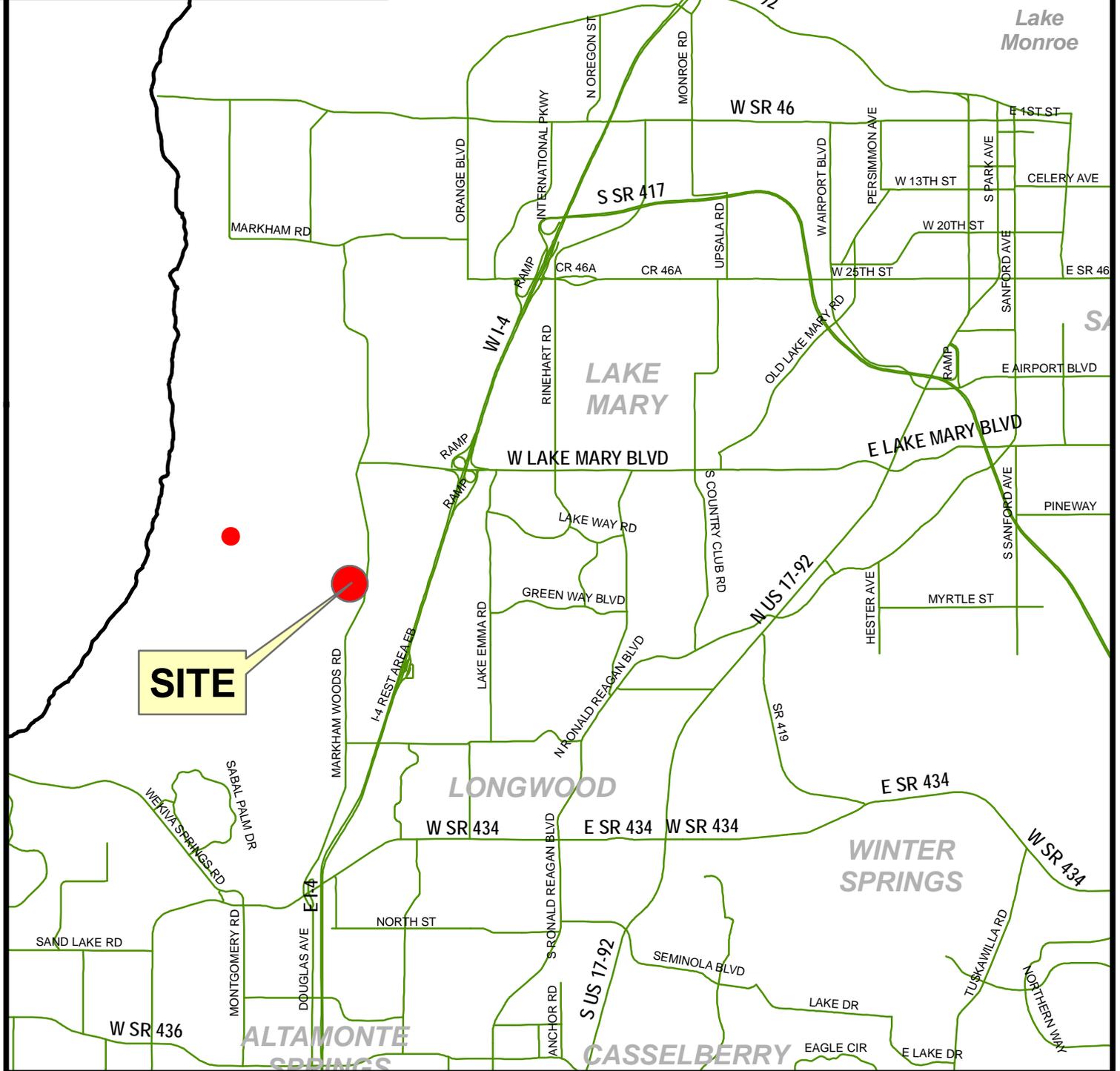
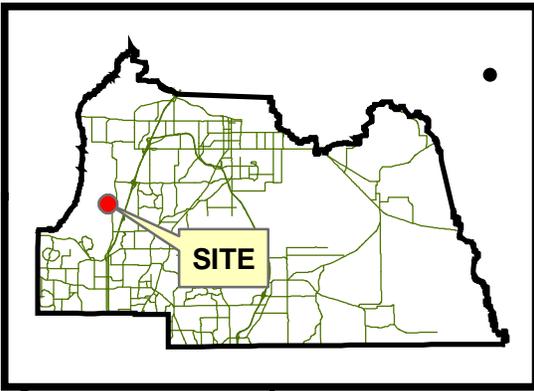
Staff recommends the Board adopt a Resolution to vacate and abandon the platted drainage and utility easements as requested by the applicant.

ATTACHMENTS:

1. Maps and Aerials
2. Location Map
3. Maps and Aerials
4. Resolution
5. Sketch of Description

Additionally Reviewed By:

County Attorney Review (Kimberly Laucella)



filename: L:\p\projects\p&z\2006\GIS\staff_report_pkgs\site\maps_large\Z2006-041\site\map.mxd 08/09/06

Legacy View Cove Drainage and Utility Vacates



- Legacy View Cove
Drainage and Utility Vacates



- Legacy View Cove
Drainage and Utility Vacates

RESOLUTION NO.: 2007-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 24th DAY OF April A.D., 2007.

RESOLUTION TO VACATE AND ABANDON A DRAINAGE AND UTILITY EASEMENTS

Whereas, a Petition was presented on behalf of
ROBERT G. AND DIANE M. DELLO RUSSO

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described drainage easement to-wit:

SEE ATTACHED EXHIBIT "C"

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, has determined that the abandonment of the above described drainage easement is in the best interest of the County and the public.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described drainage easement be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public is hereby disclaimed.

PASSED AND ADOPTED this 24th day of April A.D., 2007

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA**

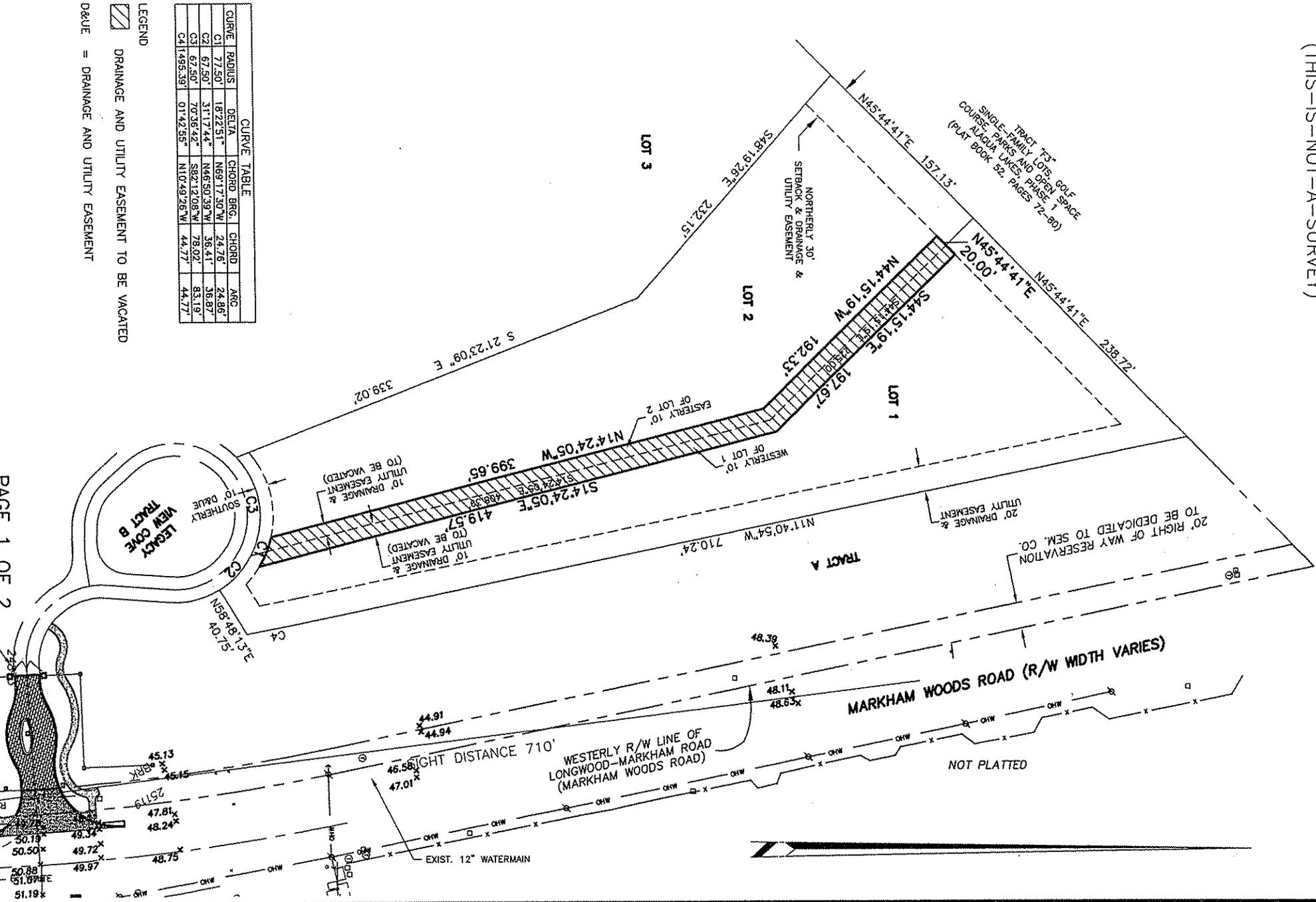
MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

BY: CARLTON D. HENLEY
CHAIRMAN

SKETCH-OF-DESCRIPTION

10' DRAINAGE AND UTILITY
EASEMENT TO BE VACATED
FOR
DAVE BREWER
(THIS-IS-NOT-A-SURVEY)

\\Server\Projects\Alaqua Lakes Unit 8\dwg\SKETCH LOTS 1 & 2.dwg



CURVE	RADIUS	DELTA	CHORD BRG.	CHORD	ARC
C1	77.50'	1872.51"	N69.17.30"W	24.76'	24.86'
C2	67.50'	3117.44"	N46.50.59"W	36.41'	36.87'
C3	67.50'	7036.42"	S82.12.08"W	78.02'	83.19'
C4	1495.39'	0142.95"	N10.49.26"W	44.77'	44.77'

LEGEND
 DRAINAGE AND UTILITY EASEMENT TO BE VACATED
 DRAINAGE AND UTILITY EASEMENT

HENRICH-LUKE & SWAGGERTY, LLC
 surveyors & mappers
 230 Ronald Reagan Blvd.
 Suite 114
 Longwood, Florida 32750
 (407) 647-7346
 (407) 647-8097
 Licensed Business No. 7276

Job No: E-3944
 Date: 8-7-06
 Drawn By: TSS
 Scale: 1"=100'

PAGE 1 OF 2

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Mark I. Luke
 Professional Surveyor & Mapper
 Florida State Registration License

EXHIBIT C

SKETCH-OF-DESCRIPTION

10' DRAINAGE AND UTILITY
EASEMENT TO BE VACATED
FOR
DAVE BREWER
(THIS-IS-NOT-A-SURVEY)

DESCRIPTION:

THAT PART OF THE 10 FOOT DRAINAGE AND UTILITY EASEMENT LYING WITHIN LOTS 1 AND 2, ALAQUA LAKES PHASE 8, AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 75 THROUGH 77, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 10 FEET OF LOT 2, ALAQUA LAKES PHASE 8, AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 75 THROUGH 77, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS THE NORTHERLY 30 FEET AND LESS THE SOUTHERLY 10 FEET THEREOF.

TOGETHER WITH:

THE WESTERLY 10 FEET OF LOT 1, ALAQUA LAKES PHASE 8, AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 75 THROUGH 77, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS THE NORTHERLY 30 FEET AND LESS THE SOUTHERLY 10 FEET THEREOF.

CONTAINING 12,076 SQUARE FEET OR 0.2772 ACRES, MORE OR LESS.

NOTES:

BEARINGS ARE BASED ON THE NORTH LINE OF LOTS 1 AND 2 HAVING A PLAT BEARING OF N 45°44'41" E

\\Server\Projects\Alaqua Lakes Unit 8\dwg\SKETCH LOTS 1 & 2.dwg

PAGE 2 OF 2

HENRICH-LUKE & SWAGGERTY, LLC



surveyors & mappers
250 Ronald Reagan Blvd.
Suite 114
Longwood, Florida 32750
(407) 647-7346
FAX (407) 647-8097
Licensed Business No. 7276

Job No: E-3944
Date: 8-7-06
Drawn By: TSS
Scale: NOT TO SCALE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Mark I. Luke
Professional Surveyor & Mapper
Florida Registration #5006

FILE: 382-06

EXHIBIT C

SKETCH OF DESCRIPTION

10' DRAINAGE AND UTILITY
EASEMENT TO BE VACATED
FOR
DAVE BREWER
(THIS IS NOT A SURVEY)

DESCRIPTION:

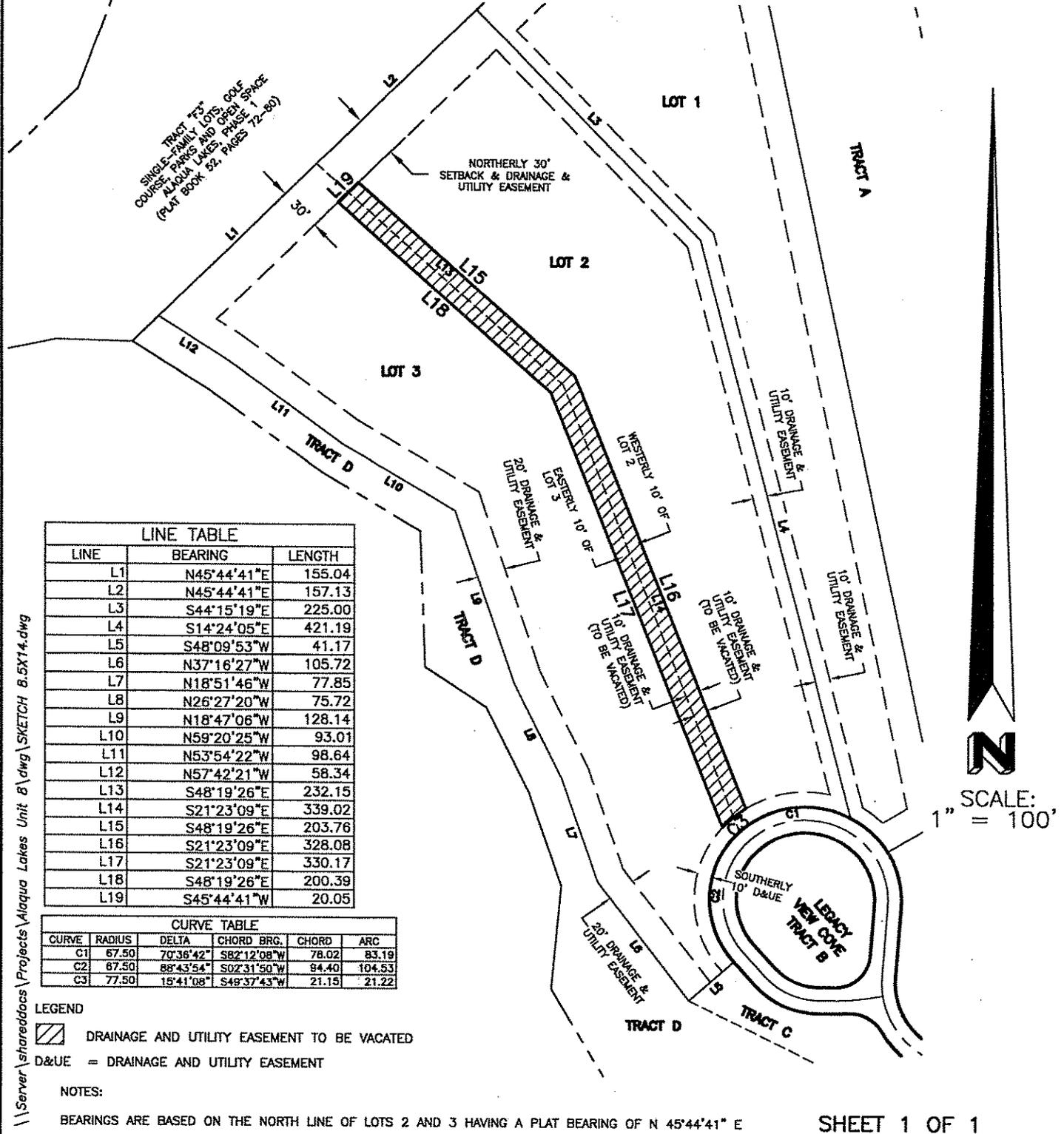
THAT PART OF THE 10 FOOT DRAINAGE AND UTILITY EASEMENT LYING WITHIN LOTS 2 AND 3, ALAQUA LAKES PHASE 8, AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 75 THROUGH 77, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 10 FEET OF LOT 3, ALAQUA LAKES PHASE 8, AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 75 THROUGH 77, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS THE NORTHERLY 30 FEET AND LESS THE SOUTHERLY 10 FEET THEREOF.

TOGETHER WITH:

THE WESTERLY 10 FEET OF LOT 2, ALAQUA LAKES PHASE 8, AS SHOWN ON THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 68, PAGES 75 THROUGH 77, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS THE NORTHERLY 30 FEET AND LESS THE SOUTHERLY 10 FEET THEREOF.

CONTAINING 10,614 SQUARE FEET OR 0.2437 ACRES, MORE OR LESS.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N45°44'41"E	155.04
L2	N45°44'41"E	157.13
L3	S44°15'19"E	225.00
L4	S14°24'05"E	421.19
L5	S48°09'53"W	41.17
L6	N37°16'27"W	105.72
L7	N18°51'46"W	77.85
L8	N26°27'20"W	75.72
L9	N18°47'06"W	128.14
L10	N59°20'25"W	93.01
L11	N53°54'22"W	98.64
L12	N57°42'21"W	58.34
L13	S48°19'26"E	232.15
L14	S21°23'09"E	339.02
L15	S48°19'26"E	203.76
L16	S21°23'09"E	328.08
L17	S21°23'09"E	330.17
L18	S48°19'26"E	200.39
L19	S45°44'41"W	20.05

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BRG.	CHORD	ARC
C1	67.50	70°38'42"	S82°12'08"W	78.02	83.19
C2	67.50	88°43'54"	S02°31'50"W	84.40	104.53
C3	77.50	15°41'08"	S48°37'43"W	21.15	21.22

LEGEND
 DRAINAGE AND UTILITY EASEMENT TO BE VACATED
 D&UE = DRAINAGE AND UTILITY EASEMENT

NOTES:

BEARINGS ARE BASED ON THE NORTH LINE OF LOTS 2 AND 3 HAVING A PLAT BEARING OF N 45°44'41" E

SHEET 1 OF 1

HENRICH-LUKE & SWAGGERTY, LLC
 surveyors & mappers



250 Ronald Reagan Blvd.
 Suite 114
 Longwood, Florida 32750
 (407) 647-7346
 FAX (407) 647-8097
 Licensed Business No. 7276

Job No: E3703
 Date: N/A
 Drawn By: SMF
 Scale: 1"=100'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Mark I. Luke
 Professional Surveyor & Mapper
 Florida Registration #5006

FILE: 340-06

EXHIBIT C

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Legislative Update

DEPARTMENT: County Manager Office

DIVISION:

AUTHORIZED BY:

CONTACT: Elizabeth Gaussart

EXT:

MOTION/RECOMMENDATION:

This is an update to the Board on legislative activities. (April Boswell)

County-wide

BACKGROUND:

Staff will be reporting to the Board, the latest information on legislative activities.

Additionally Reviewed By:

No additional reviews