SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, APRIL 28, 2009
COUNTY SERVICES BUILDING
BCC CHAMBERS – ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA

Convene BCC Meeting at 9:30 A.M.

Opening Ceremonies

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

Awards and Presentations

1. **Resolution** - Proclaiming the week of May 3 through May 9, 2009 as North American Occupational Safety and Health Week (NAOSH) and May 6, 2009, as Occupational Safety and Health Professional Day.

2. **Resolution** - Proclaiming the week of May 3 through May 9, 2009 as National County Government Week.

3. **Resolution** - Proclaiming the week of May 6 through May 12, 2009, as National Nurses Week, honoring all registered nurses in Seminole County who care for all of us, and celebrating registered nursing's accomplishments and efforts to improve our healthcare system.

4. **Presentation** - Innovative Waste Reduction and Recycling Project presented by Dr. Martin Wanielista, College of Engineering and Computer Science, University of Central Florida.

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

5. **CRA and Demetree Chiropractic** - US 17-92 CRA Mini-Grant Agreement between the CRA and Demetree Chiropractic; and a resolution implementing a Budget Amendment Request through the Community Redevelopment Fund in the amount of $2,950.00. (John G. Metsopoulos)

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

Consent Agenda

County Manager's Consent Agenda (Items No. 5A – 20)

County Manager's Office

5A Approval by the Board of County Commissioners to reimburse mileage expenses for Commissioner Mike McLean's trip to Tallahassee to testify at the Transportation and Economic Development Committee regarding SunRail. (Cindy Coto)

Administrative Services

Purchasing and Contracts

6. Approve the negotiated rates and award PS-4053-08/RTB - Architectural and Engineering Services for Seminole County Fire Stations to C.T. HSU and Associates, P.A., of Orlando, Florida (Estimated Usage Amount of $500,000.00 over the term of the Agreement). (Ray Hooper)

7. Award CC-4259-09/DRR - Reclaimed Retrofit Phase II - Alaqua Lakes in the amount of $2,999,560.00 to Cathcart Contracting Company of Winter Springs, Florida. (Ray Hooper)

8. Award IFB-600592-09/GMG –Term Contract for Supply & Service of Controllers, Cabinets with Ethernet & Miscellaneous Appurtenances & Components to Naztec, Inc., Sugar Land, Texas (Term Contract). (Ray Hooper)

9. Award RFP-600587-09/BJC - Term Contract for Irrigation System Evaluation Services to Clear Water Products and Services, Inc., Winter Springs (Term Contract). (Ray Hooper)

Community Services

Community Assistance

10. Authorize the Chairman to execute the Visiting Nurse Association of Central Florida, Inc. Assignment of Agreement which permits the Visiting Nurse Association of Central Florida, Inc., to assign the Agreement to Seniors First, Inc., due to the entities' merger. (Shirley Davis-Boyce)

Environmental Services

Business Office

11. Approve the release of the original Water & Sewer Cash Maintenance Bond with Escrow Agreement in the amount of $1,600.00 for the project known as Nolan Rd Extension. District 5 - Carey (Bob Briggs)

Solid Waste Management

12. Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Great Lakes Electronics / Almet, Inc. (William (Johnny) Edwards)

Fiscal Services

Administration – Fiscal Services

13. Approve to submit a grant application to the Substance Abuse and Mental Health Services Administration requesting up to $900,000.00 in funding through their Adult Treatment Drug Court Program; and authorize the County Manager to execute supporting documents as may be required for the application. (Jennifer Bero, Michele Saunders)

Budget

14. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-42 through the Stormwater Fund and the Public Works Grant Funds in the amount of $57,651.00 in order to segregate the funding of previously established grant funded projects. (Fredrik Coulter)

15. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-43 through the Natural Lands / Trails Fund and the Public Works Grant Fund in the amount of $178,796.00 to establish grant funding and to increase the match funding for the Big Tree Park Trailhead project. (Fred Coulter)

16. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-45 through the Natural Lands/Trails Bond fund in the amount of $250,923.00 in order to fund the Wilson's Landing Improvement Project. (Lin Polk)

17. Approve and authorize the Chairman to execute Budget Change Request (BCR) #09-09 through the Stormwater Fund in the amount of $52,790.00 in order to establish and fund the Lake Jesup Water Quality Model project. (Fred Coulter)

MSBU

18. Board approve the requested Resolution establishing the 2009 assessment rates for each MSBU for which the annual assessment rate varies per budgeted operating cost. (Kathy Moore)

Planning and Development

Development Review

19. Approve and authorize the Chairman to execute the minor plat for Bowles Estates Subdivision located west of Bear Lake Road at 5960 Jessica Drive in Section 19, Township 21S, Range 29 E. (Bryant & Kimberly Bowles) District 3 - Van Der Weide (Brian Walker)

Public Safety

Administration – Public Safety

20. Approve and authorize the Chairman to execute an agreement between Seminole County, Kids House of Seminole, Inc., and Meals on Wheels, Etc., Inc. to provide emergency child care and food service for children of Seminole County employees. (Alan Harris)

County Attorney's Consent Agenda (Items No. 21 - 24)
County Attorney's Office

Litigation –

21. **Kohler/Lee Property** - Approval of a proposed settlement with the property owners, Stephen G. Kohler and Douglas C. Lee, and with tenants Turfmaster Lawn & Ornamental Care, Inc. and Control Pest Management, LLC, relating to Parcel Numbers 112/712 and 113/713 on the County Road 15 road improvement project. Mr. Kohler and Mr. Lee are co-owners of Turfmaster Lawn & Ornamental Care, Inc., which is a commercial landscaping spray business on the site and which claimed business damages. The proposed settlement is at $489,812.20 for full settlement, jointly and severally, of all claims for compensation from Seminole County including the value of the land and improvements taken, severance damages, business damages and other damages, statutory interest, attorney fees, and cost reimbursements. Judge Galluzzo. District 5 - Carey (Robert A. McMillan)

22. **Schweizer Property** - Approval of a mediated settlement with the property owner, Garth A. Schweizer, individually and as member manager of Monroe Road, LLC, and with Anthologia, Inc., d/b/a Garth A. Schweizer, Landscape Architect, relating to Parcel Numbers 128/728A/728B/728C on the County Road 15 road improvement project. Mr. Schweizer's Trust is the President of Anthologia, Inc., which operates a commercial landscape architecture business on the site and claimed business damages. The mediated settlement proposed is at $1,189,926.14 for full settlement, jointly and severally, of all claims for compensation from Seminole County including the value of the land and improvements taken, severance damages, statutory interest, business damages, attorney fees and cost reimbursements. Judge Simmons. District 5 - Carey (Robert A. McMillan)

23. **Southland Construction, Inc. v. State of Florida Department of Transportation v. Seminole County and Progress Energy** - This litigation arose from a road widening and reconstruction project on State Road 434 from McCulloch Road to Mitchell Hammock Road. Southland Construction, Inc. was the general contractor on the job. Seminole's involvement arose from its Joint Project Agreement for Utility Work with FDOT. Acceptance of the proposed mediated settlement approves Seminole County's payment of $135,000.00 as its fractional share of a total settlement of $350,000.00 to settle the breach of contract action that Southland Construction, Inc., filed against the State of Florida Department of Transportation. The FDOT, in turn, had filed third-party claims against Seminole County and Progress Energy, alleging that Seminole and Progress had breached their contractual agreement to "defend and indemnify" FDOT as to portions of Southland's claims that related to their respective utility portions of the work. Judge Lauten. District 1 - Dallari (Robert A. McMillan)

Property Acquisition

24. **Execute Subordination of Utility Interest Agreement** - Chapman Road Subordination of Utility Interest Agreement (Parcel Numbers 104, 107, 123, 145, 145A, 146, and 823) between Seminole County and Progress Energy Florida, Inc., in conjunction with the Chapman Road improvement project. District 1 – Dallari (Robert A. McMillan)

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

25. Approval of Expenditure Approval Lists dated March 30 and April 6, 2009; approval of Payroll Approval Lists dated April 2, 2009; approval of BCC Minutes dated March 24, 2009; Clerk's "Received and Files" – for information only. (Dave Godwin)

Regular Agenda

26. **Code Enforcement Board Lien** - Request for a reduction to the Code Enforcement Board lien for Case # 07-81-CEB on the property located at 1620 Ridge Avenue, Longwood, and require these costs to be paid within 60 days or the lien will revert to its original amount ($47,250.00) – Stacy Dudley (previous owner) and U.S. Bank (current owner). District 4 - Henley (Tina Williamson)

27. **Code Enforcement Board Lien** – Request for a reduction to the Code Enforcement Board lien for Case # 08-148-CEB on the property located at 1815 Pear Avenue, Sanford, and require these costs to be paid within 60 days or the lien will revert to its original amount ($16,400.00) - (Gary Williams) District 5 – Carey (Tina Williamson)

28. **2009 Revalidation and Budget Amendment Request** - 2009 Revalidation of the Water and Sewer Capital Improvement Program (CIP) and associated revalidation Budget Amendment Resolution. (Dennis Westrick, Drew Jeter (CH2M Hill))

County Manager's Briefing

29. **Mosquito Control Program** - Provide a brief status report regarding the establishment and progress of the Seminole County Mosquito Control Program. (Edward Horvath)

30. **Budget Amendment Status Report FY 2008/09** - for the period ending March 31, 2009 – Informational Briefing. (Lin Polk)

Legislative Update

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

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

- **Reconvene BCC Meeting at 1:30 P.M.**
- **Public Hearing Agenda**
- **Accept Proofs of Publication**

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

Public Hearings:

32. **Deer Run Right-of-Way Island Vacate and Abandonment** - Vacate and abandon the unpaved island that lies immediately North of Red Bug Lake Road and in the approximate center of Eagle Circle at the entrance to "Deer Run" subdivision and also a variance of the Seminole County Land Development Code Section 30.1243 (3 & 4) as to sign location, as recorded in Plat Book 29, Pages 17 and 18, of the Public Records of Seminole County, Florida, in Section 21, Township 21 S, Range 30 E. (Property Owners Association #1 (Dorothy Dennis, President)) District 1 – Dallari (Alan Willis)

33. **Buck Creek Plantation Small Scale Land Use Amendment and Rezone** - From LDR (Low Density Residential) to PD (Planned Development) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development) on approximately 5.3 acres, located on the south side of CR 419 approximately ¼ mile east of the intersection of Willingham Road and CR 419. (Dave Axel) District 1 - Dallari (Ian Sikonia)

34. **Mathews Road Storage Small Scale Future Land Use Amendment and Rezone** - From LDR (Low Density Residential) to IND (Industrial) and rezone from A-1 (Agriculture) to C-3 (General Commercial and Wholesale), consisting of approximately 7.48 acres, located at the southwest corner of the intersection of Oaklando Drive and Mathews Road. (Hugh Harling) District 3 - Van Der Weide (Austin Watkins)

35. **Plumosa Avenue (525) Rezone** - From R-2 (One & Two Family Dwelling) to RP (Residential Professional) district for approximately 0.20 acres, located approximately 100 feet east from the intersection of S. Ronald Reagan Boulevard and Plumosa Avenue. (Nathaniel Weaver/ Thomas McKeon)District 4 – Henley (Joy Williams)

36. **Markham Woods Road Rezone** - From RC-1(Country Homes) to A-1 (Agriculture) for approximately 5 acres, located on the west side of Markham Woods Road, approximately ½ mile north of E.E. Williamson Road. (Marjorie Chalfant / Jeffrey Hensley) District 5 - Carey (Joy Williams)

37. **Stockbridge PUD Major Amendment** - For Tract 7 and a portion of Tract 5, for approximately 1.54 acres, located at the intersection of N. Line Drive and Sand Lake Road. (Congregation of Beth AM Incorporated / Steve Mellich)
District 3 - Van Der Weide (Joy Williams)

38. **FY 2008/09 Mid-Year Budget Amendment Resolution** - FY 2008/09 Mid-Year Budget Amendment Resolution. (Lisa Spriggs)

Chairman's Report

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

County Manager's Report

County Attorney's Report

Items for future Agenda – Commission, Staff, or Citizens

Adjourn BCC Meeting

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

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

1

Resolution No. 2009-R- _____ Seminole County, Florida

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY FLORIDA, ON THE 28th DAY OF APRIL, 2009.

WHEREAS, nearly 6000 people die from job-related injuries, never returning home from work, and 4.4 million more suffer occupational injuries and illnesses each year in the U.S.; and

WHEREAS, businesses spend $170 billion a year on costs associated with occupational injuries, health care and illnesses – costs that take away from company profits; and

WHEREAS, every day millions of people go to and return home from work safely due, in part, to the efforts of occupational safety, health and environmental professionals -- who work day in and day out identifying hazards and implementing safety and health advances in all industries and at all workplaces, aimed at eliminating workplace fatalities, injuries and illnesses; and

WHEREAS, it has been found that incorporating safety as a core value in a corporation not only increases workplace safety, but leads to major cost savings, projects being completed early and often under budget, quality products, and much more; and

WHEREAS, it is imperative that employers, employees, and the general public be aware of the importance of preventing illness and injury in the workplace – wherever that workplace may be such as on the road, in the air, the classroom, the store, the plant or the office; and

WHEREAS, the more than 32,000 members of the 98-year-old American Society of Safety Engineers are occupational safety, health and environmental practitioners committed to protecting people, property and the environment; and

WHEREAS, during the week of May 3 – 9, 2009 North American Occupational Safety and Health (NAOSH) Week, American Society of Safety Engineers members and corporate/association partners will mobilize countrywide in an effort to increase employers', employees' and the public's understanding of the importance of occupational safety and health to workers returning home injury and illness free each day to their families; to raise the awareness of the role and contribution of safety, health and environmental professionals; encouraging safe practices; and

WHEREAS, the theme of NAOSH Week 2009 is "Safety Means Always Coming Home"; 5,488 workers lost their lives from on-the-job injuries in 2007 in the U.S. and never returned home; we want that number to be 0; and

WHEREAS, on May 6 occupational safety and health professionals will be recognized during the fourth annual Occupational Safety and Health Professional Day for the work they do to keep people safe at work, building an effective safety culture at their company, preserving a company's good reputation and employee pride;

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Seminole County, Florida do hereby proclaim the week of May 3 through May 9, 2009, as

North American Occupational Safety and Health Week (NAOSH) and May 6, 2009, as Occupational Safety and Health Professional Day

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 28th day of April, 2009.

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, CHAIRMAN

Resolution No. 2009-R- _____ Seminole County, Florida

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY FLORIDA, ON THE 28th DAY OF APRIL, 2009.

WHEREAS, the nation's 3,068 counties provide a variety of essential public services to communities serving 300 million Americans; and

WHEREAS, Seminole County and all counties take seriously their responsibility to protect and enhance the health, welfare and safety of its residents in sensible and cost-effective ways; and

WHEREAS, many county government initiatives and programs involved the protection of valuable and vulnerable environmental resources in communities; and

WHEREAS, the National Association of Counties is the only national organization that represents county governments in the United States; and

WHEREAS, the National Association of Counties created National Government Week in 1991 to raise public awareness and understanding about the roles and responsibilities of the nation's counties to meet the needs of the community; and

WHEREAS, the National Association of Counties (NACo) and the County are working together to restore the partnership between all levels of government to better serve American communities; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Seminole County, Florida do hereby proclaim the week of May 3 through May 9, 2009, as

NATIONAL COUNTY GOVERNMENT WEEK

and encourage all Seminole County officials, employees, schools and residents to participate in county government week activities; and

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 28th day of April, 2009.

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, CHAIRMAN

Resolution No. 2009-R- _____

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY FLORIDA, ON THE 28th DAY OF APRIL, 2009.

WHEREAS, 2.9 million registered nurses in the United States comprise our nation's largest healthcare profession; and

WHEREAS, the depth and breadth of the registered nursing profession is meeting the different and emerging healthcare needs of the American population in a wide range of settings; and

WHEREAS, Registered Nurses' education and holistic focus promotes restoration and maintenance of health in the individual and family; and

WHEREAS, the American Nurses Association, as the voice for the registered nurses of this country, is working to chart a new course for a healthy nation that relies on increasing delivery of primary care; and

WHEREAS, a renewed emphasis on primary and preventative healthcare will require better utilization of all of our nation's registered nursing resources; and

WHEREAS, professional nursing has been demonstrated to be an indispensable component in the safety and quality of care of hospitalized patients; and

WHEREAS, the demand for registered nursing services will be greater than ever because of the aging of the American population, the continuing growth of life-sustaining technology, and the explosive growth of home health services; and

WHEREAS, the more qualified registered nurses will be needed in the future to meet the increasingly complex needs of healthcare in this community; and

WHEREAS, the cost-effective safe and quality healthcare services provided by registered nurses will be an even more important component of the U.S. healthcare delivery system in the future; and

WHEREAS, along with the American Nurses Association, the Florida Nurses Association has declared the week of May 6 through 12, as National Nurses Week 2009 with the theme,

"Building a Healthy America"

in celebration of the ways in which registered nurses strive to provide safe and high quality patient care and map out the way to improve our healthcare system.

NOW, THEREFORE BE IT RESOLVED, that the Seminole County Board of County Commissioners ask that the residents of this community, join us in honoring all registered nurses in Seminole County who care for all of us; and

BE IT FURTHER RESOLVED, that the residents of this county celebrate registered nursing's accomplishments and efforts to improve our healthcare system and show our appreciation for the nation's registered nurses, not just during this time, but at every opportunity throughout the year.

ATTEST:

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

_____
Bob Dallari, Chairman
Board of County Commissioners

PRESENTATION

INNOVATIVE WASTE REDUCTION AND RECYCLING PROJECT

Presented by:

Martin Wanielista
College of Engineering and Computer Science
University of Central Florida

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Demetree Chiropractic Mini-Grant Application

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

AUTHORIZED BY: Dori DeBord **CONTACT:** John G. Metsopoulos **EXT:** 7133

MOTION/RECOMMENDATION:

1. Approve and authorize the Chairman to execute the US 17-92 CRA Mini-Grant Agreement between the CRA and Demetree Chiropractic; and authorize the Chairman to execute a resolution implementing a Budget Amendment Request through the Community Redevelopment Fund in the amount of $2,950; or

2. Deny the US 17-92 CRA Mini-Grant Agreement between the CRA and Demetree Chiropractic; or

3. Continue to a time and date certain.

County-wide John G. Metsopoulos

BACKGROUND:

The request from Demetree Chiropractic is being presented for consideration under the CRA Mini-Grant Program.

The purpose of the grant is to replace the existing sign with a monument style sign. The business is located within the City of Sanford. The new sign meets all zoning requirements of the City. Originally the applicant was considering a Light Emitting Display (LED) sign as reflected in the supporting documentation; however, since submitting the application, the applicant has decided not to move forward with the LED component.

TAC RECOMMENDATION:

At their February 25 meeting, the Technical Advisory Committee (TAC) reviewed the proposal and recommended approval in the amount of $2,750*.

RPA RECOMMENDATION:

At their March 12 meeting, the RPA reviewed the proposal and voted unanimously to recommend approval in the amount of $2,750*.

*Subsequent to TAC/RPA approval, the client has asked for an additional $200 in grant funds to cover costs of concrete demolition and removal. This request was not included in the original grant application submitted to the TAC and RPA for consideration as the client did not realize that it was a reimbursable expense . This brings the grant total from the TAC/RPA-approved amount of $2,750 to a new total of $2,950. Staff has reviewed the application and attests that it meets all criteria set forth in the program.

STAFF RECOMMENDATION:

Staff recommends the CRA authorize the Chairman to execute the US 17-92 CRA Mini - Grant Agreement between the CRA and Demetree Chiropractic; and authorize the Chairman to execute a resolution implementing a Budget Amendment Request through the Community Redevelopment Fund in the amount of $2,950.

ATTACHMENTS:

1. Grant Application
2. Project Cost Estimates
3. Taxes & Occupational Liense
4. Rendition & Scope
5. Site Location & Map
6. Services Offered
7. BAR 09-37 Demetree Chiropractic

Additionally Reviewed By:

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

US 17-92 CRA
Mini Grant Program

Information & Application
Fiscal Year 2008-2009

RECEIVED
FEB 11 2009
SEMINOLE COUNTY PLANNING

US 17-92 Community Redevelopment Agency
Seminole County, Sanford, Lake Mary, Winter Springs & Casselberry

Purpose:
The purpose of the US 17-92 Community Redevelopment Agency (CRA) Grant Program is to grant funding to encourage improvements to any existing building and to encourage private investment to improve the appearance and functionality of buildings in the US 17-92 Community Redevelopment Area (map attached).

The US 17-92 CRA Grant Program is a program designed to encourage visible exterior improvements to any existing building (residential or commercial) and to encourage private investment within the US 17-92 Community Redevelopment Area. The program provides a dollar-for-dollar match up to $5,000 of public funds per building to pay for the design and implementation of improvements within the US 17-92 Community Redevelopment Area. Funds are appropriated annually in the US 17-92 CRA budget, and funding is available on a first come-first served basis. The program is subject to the availability of budgeted funds in the US 17-92 CRA budget.

The US 17-92 CRA Grant must support the goals of the Overlay District for the US 17-92 CRA area. Applicants are also encouraged to follow the design guidelines specified and overlay policies in the Seminole County Comprehensive Plan.

Applicants are reminded that grant awards made are discretionary in nature and should not be considered an entitlement. All grant criteria contained herein are guidelines for awards and successful applicants may receive any amount up to the maximum award. Should an applicant meet all grant criteria, a grant may or may not be awarded at the RPA's or CRA's discretion due to funding limitations, competing applications, and/or competing priorities.

GRANT

Eligibility Requirements:

The US 17-92 CRA Grant Program is available to businesses and/or property owners that are located within the US 17-92 CRA district. Businesses must be properly licensed through the corresponding agency charged with the applicant's licensing, and applicants must propose a permitted/conforming use within the US 17-92 CRA district.

Applications will not be accepted from property owners (and tenants of property owners) who are delinquent on their taxes. Applicants must not have outstanding code violations or code liens. Additionally, applicants must be current with their occupational licensing requirements.

Eligibility Improvements:

The US 17-92 CRA Grant Program shall provide matching funds for the exterior (street side) improvements that are consistent with the Land Development Code of the political subdivision where they are located, and further the CRA goals outlined in the CRA Master Plan. Funds may be used for the following types of improvements:

- Replacement of windows and door
- Exterior painting or siding as part of an overall façade renovation program. For example, painting is an eligible expense when done in conjunction with changing a flat roof to a pitch roof, or installing dormers, or gables. Painting otherwise is not an eligible expense.
- Exterior signage to remove non-conforming signs and replace with monument style signs
- Landscaping
- Exterior architectural amenities (e.g., addition or improvement of balconies, porches, or staircases)
- Awnings and shutters
- Other exterior (street-side) façade improvements (considered by the US 17-92 CRA on a case-by-case basis)
- Architectural, engineering or landscaping architectural services to design improvements to be funded through this program (maximum of 10% of total improvements)

**NOTE: All architectural designs, materials and colors must be consistent with the standards of the US 17-92 Community Redevelopment Area. Please see Addendum B for a listing of criteria for each of the grant types.*

Non-eligible Improvements:
The US 17-92 CRA Grant cannot be used to fund interior renovations or electrical work (except exterior lighting).

Available Funding and Matching Requirement:
For signage improvements, up to **$5,000** shall be available for an individual property on a **dollar for dollar matching** basis (e.g., a grant for $500 shall require a $500 match from the property owner).

For exterior façade improvements (*see qualifying improvements list Addendum B*), up to **$5,000** on a **dollar for dollar matching** basis shall be available for an individual property (e.g., a grant for $5,000 shall require a match of $5,000 from the property owner).

For landscaping improvements, up to **$5,000** on a **dollar for dollar matching** basis, (e.g., a grant for $5,000 shall require a match of $5,000).

Application Process and Deadline:
Applications will be accepted on a monthly basis. The application deadline is the 15th of each month. If the 15th of the month falls on the weekend, the deadline is the preceding Friday. Applications will not be reviewed prior to the deadline.

(1) The applicant receives a US 17-92 CRA Grant Program Application form from The Seminole County Planning Division located at 1101 East First Street, Sanford, FL 32771; or by downloading it from the **RedevelopmentInSeminole.com** website.

(2) The applicant completes the application and submits it to the CRA Program Manager for processing. The application package includes the following:
    a. Completed application
    b. Proof of ownership of the property
    c. Proof of paid property taxes (current and prior year)
    d. Copy of Occupational License(s) (current)
    e. Copies of three (3) cost estimates for the work to be completed
    f. Photos of areas to be improved
    g. Rendering or sketch of proposed improvements

GRANT

The applicant is responsible for all building and other permits and fees which are associated with the proposed project.

- Applicants are advised to submit a complete application and all supporting materials per the instructions in this packet; the committee will not review incomplete applications.

(3) The Technical Advisory Committee reviews the application according to the program selection criteria and forwards a recommendation to the Redevelopment Planning Agency (RPA), who then provides a recommendation to the US 17-92 CRA.

(4) The US 17-92 CRA takes final action on the grant request. If an application is denied, the applicant may modify the existing application or reapply at a later date for a different project.

(5) The applicant and the US 17-92 CRA shall enter into a contract to specify the obligation of the applicant for grant reimbursement. The contract shall be recorded in the public records of Seminole County, Florida. Prior lien holders may be required to subrogate their lien interests as a condition of the grant.

- Please note that **applications must be submitted BEFORE work begins**. Applicant assumes all financial liabilities for work initiated prior to the approval of the Grant by the CRA

The Cities and County are required to file informational returns (Form 1099-G) for individuals and entities receiving grants from the US 17-92 CRA. *This information is confidential and will only be used for informational reporting purposes.* Grant recipients must sign and return Substitute W9 form to the City/County before funds can be distributed.

(6) Upon completion of the improvements, final inspection and approval by the US 17-92 CRA Program Manager, and issuance of a Certificate of Occupancy (if applicable), the applicant submits a "reimbursement package" to the US 17-92 CRA which includes the following:

a. Completed reimbursement form (provided by the US 17-92 CRA)
b. Copies of applicable invoices or receipts;
c. Proof of payment for improvements (which must be at least as much as the amount indicated in the application); and
d. Photos of improvements (before and after).

Applicants will receive grant funding after the project is completed and all associated costs have been paid. It is the responsibility of the Applicant to maintain proper documentation of funds expended in the course of completing the project. Release of funds is subject to submission of this documentation to the US 17-92 CRA Program Manager by the applicant. The project must be completed essentially as presented to the US 17-92 CRA in order to receive payment. At approximately the midpoint of the project, the applicant will give an update to the RPA on the progress of the project either in writing or in person. The CRA reserves the right to make on-site inspections throughout the course of the project.

- Acceptable documentation is defined as PAID invoices/statements and/or schedule of values from vendors clearly detailing the work done for the project.

If the project is not completed, is not approved in its final inspection, or does not receive its Certificate of Occupancy (if applicable) within one year of award, the grant shall expire.

- Applicants have 12 months from the completion date of the project to file for reimbursement according to procedures set forth within the contract. The CRA will not be responsible to inform the applicants of this deadline.

If you have more than one project:
Grant applications will not be considered if the single building under the same ownership has received maximum grant funds within the same category for a period of five years.

The following selection criteria will be used to review and rate applications for the US 17-92 CRA Grant Program. Criteria are derived from the goals and objectives of the US 17-92 CRA's adopted Redevelopment Plan as well as the adopted Comprehensive Plan of the political subdivision in which the project is located.

Quality of Site Design and Materials: Degree to which the proposed project promotes the adopted Redevelopment Plan and promotes harmony with neighboring structures through the implementation of the Land Development Code.

(1) **Streetscape Aesthetics and Functionality**: Degree to which the proposed project enhances the streetscape of US 17-92, including the addition or enhancement of display windows, awnings, landscaping, exterior handicapped accessibility and architectural amenities such as arcades, balconies and porches.

(2) **Increased Safety**: Degree to which the proposed project will promote safety by easily identifying the business for customers and emergency services.

(3) **Removal of Slum and Blight**: Degree to which the proposed project upgrades or eliminates substandard structures or eliminates non-conforming uses.

Disclaimer:
Neither the City of Sanford, nor the City of Lake Mary, nor the City of Winter Springs, not the City of Casselberry nor Seminole County, shall be responsible for the planning, design, or construction to the property that is owned by the applicant. No warranties or guarantees are expressed or implied by the description of, application for or participation in the US 17-92 CRA Grant Program. The applicant is advised to consult with licensed architects, engineers, or building contractors before proceeding with final plans or construction.

0008

(For Official Use Only)

GRANT PROGRAM APPLICATION

Date 02/11/2009

IF APPLICANT IS PROPERTY OWNER

Owner's Name Matthew C. Demetree

Corporate Name Lucas Place II, LLC

Property Address (Project Location): 3505 S. Orlando Dr. Sanford FL 32773

Phone 407-324-8227 Fax 407-324-8998

Contact Person Dr. Matthew Demetree

E-mail drmdemetree@bellsouth.net

IF APPLICANT IS BUSINESS OWNER

Owner's Name

Corporate Name

Property Address (Project Location):

Phone Fax

Contact Person

E-mail

What type of grant(s)are you applying for ?

Check all that apply.

☐ Sign ☐ Landscape ☐ Façade

PROJECT AND FINANCIAL ASSISTANCE REQUESTED

Describe Proposed Improvement(s):

the construction of monument sign approximately 4'x8' with a brick planter with interchangeable text to help educate and inform, and to improve the overall appearance along the 17-92 corridor

Describe the Proposed Businesses or Services Offered on Site:

Chiropractic medicine, physiotherapy, massage therapy, nutritional education, plain film radiological services & physical therapy

Please Indentify ways in which this project supports the CRA Master Plan:

The construction of a new monument Sign will improve the overall Dapearence of not only the facility where it will be constructed, but will help beautify Sanford & Seminole County & help encourage private investment within the community

Total Project Cost 5,500 Total Funding Request 2,750

Will Additional Jobs be Created Upon Completion of Project? _____ Yes X No

If Yes, How Many? Ø

Submittals

Applications ***must*** include the following materials, if applicable, for consideration by the US 17-92 CRA:

- ☑ Current photo(s) of project site
- ☑ Property Appraiser Parcel ID number and proof of paid property taxes
- ☑ Applicant Information
- ☑ Listing of businesses or services offered on site
- ☑ Description of proposed improvements
- ☑ Identification of project's support of the CRA Master Plan
- ☑ Current Occupational License
- ☑ Rendering or sketch of proposed improvements
- ☑ Color and Material samples
- ☑ Sign/Awning design drawings and/or plans
- ☑ Documentation of cost estimates – copies of vendor bids, estimates, etc
- ☑ Signature of Property Owner and Applicant

Applications lacking sufficient materials to describe the project will NOT be reviewed.

COST ANALYSIS

Use of Fund	Amount	Already Incurred? (Y/N)	Date Incurred
Replace sign	5,500	y-w	

TOTAL: 5,500

GRANT

I, Matthew C. Demetree attest that the information contained herein is correct to the best of my knowledge. I further understand that the Mini-Grant Program benefits are contingent upon funding availability and US 17-92 CRA approval and are not to be construed as an entitlement or right of a property owner or applicant. Properties within the designated US 17-92 CRA boundary are not eligible for US 17-92 CRA funded programs when such funding conflicts with the goals expressed in the US 17-92 CRA Community Redevelopment Plan. I further understand that I am responsible for providing construction documents and/or permits required for any work.

Signature of Property Owner

Dr. Matthew Demetree for
Print Name Lucas Place II LLC

Signature of Business Owner

Dr. Matthew Demetree
Print Name

Note: Must submit Addendum B along with application. If applicant is leasing from property owner, Applicant must submit Addendum A with Application.

Addendum A

Date: _____

To: **US 17-92 CRA**
Community Redevelopment Agency

From: _____
(Property Owner)

Subject: Permission for Façade/Sign/Landscaping Program Improvements

As the owner of _____, I give my tenant, _____, permission to participate in the US 17-92 CRA Façade/Sign/Landscaping Program, as detailed in the Façade/Sign/Landscaping Program Application.

_____
Property Owner's Signature

_____
Property Owner's Name Printed

STATE OF FLORIDA:
COUNTY OF SEMINOLE:

The foregoing instrument was acknowledged before me this _____ day of _____, 200___, by _____. He/She is personally known to me or has produced _____ as identification and did not (did) take an oath.

(SEAL)

_____
Notary Public, State of Florida, (Signature of Notary taking acknowledgement)

_____
Name of Notary Typed, Printed or Stamped

My Commission Expires:

_____
Commission Number

Addendum B

Matching Sign

Funding Structure:

Matching dollar for dollar expenditure after work is completed. Limit of $5,000 per parcel.

Criteria for Program:

Guidelines:

- Only one Matching Sign Grant will be awarded per business/ structure.
- Property taxes must be current.
- Occupational licensees must be current.
- The property cannot have any outstanding code or zoning violations.
- Plans & design must be submitted to RPA for review.
- Must meet all applicable ordinances, regulations and permitting requirements.
- Must be a monument style sign.
- Project needs to work with whole building.
- Color scheme should harmonize.
- All grant applications must be accompanied by three estimates.
- Must meet all applicable ordinances.

Boundaries:

US 17-92 CRA District

Addendum B cont.

Façade Rehabilitation

Funding Structure:

Matching dollar for dollar or percentage of total expenditure after grant is approved and work is complete. Limit of up to $5,000 dollar for dollar, thereafter 10% of total costs for façade work (exterior) per business.

Criteria for Program:

- Only one Façade Rehabilitation Grant will be awarded per business.
- Building must be structurally sound
- Property taxes must be current.
- Occupational licensees must be current.
- The property cannot have any outstanding code or zoning violations.
- Plans & design must be submitted to RPA for review.
- Must maintain in its approved design for a minimum period of 5 years.
- All grant applications must be accompanied by three estimates.
- Must meet all applicable ordinances, regulations and permitting requirements.

Ineligible Improvements:

- Interior improvements
- Electrical work (except exterior lighting)

Boundaries:

US 17-92 CRA District

Addendum B Cont.

Landscape

Funding Structure:

Matching dollar for dollar or percentage of total expenditure after work is completed. Limit of up to $5,000 dollar for dollar, thereafter 20% of overall landscaping costs per property.

Criteria for Program:

- Plans & design must be submitted to RPA for review.
- All property taxes must be current.
- The property cannot have any code or zoning violations.
- Occupational licensees must be current
- Must maintain approved design for a minimum period of 3 years.
- Must meet all applicable ordinances, regulations and permitting requirements.
- Only one Landscape Grant will be awarded per property.

Ineligible Improvements:

- Irrigation (except reclaimed water systems)

Boundaries:

US 17-92 CRA District

This Section for Official Use Only

Date Reviewed by TAC: _____

Recommendation to US 17-92 RRA: _____

Date Reviewed by RPA: _____

Recommendation to US 17-92 CRA: _____

Action by US 17-92 CRA: _____

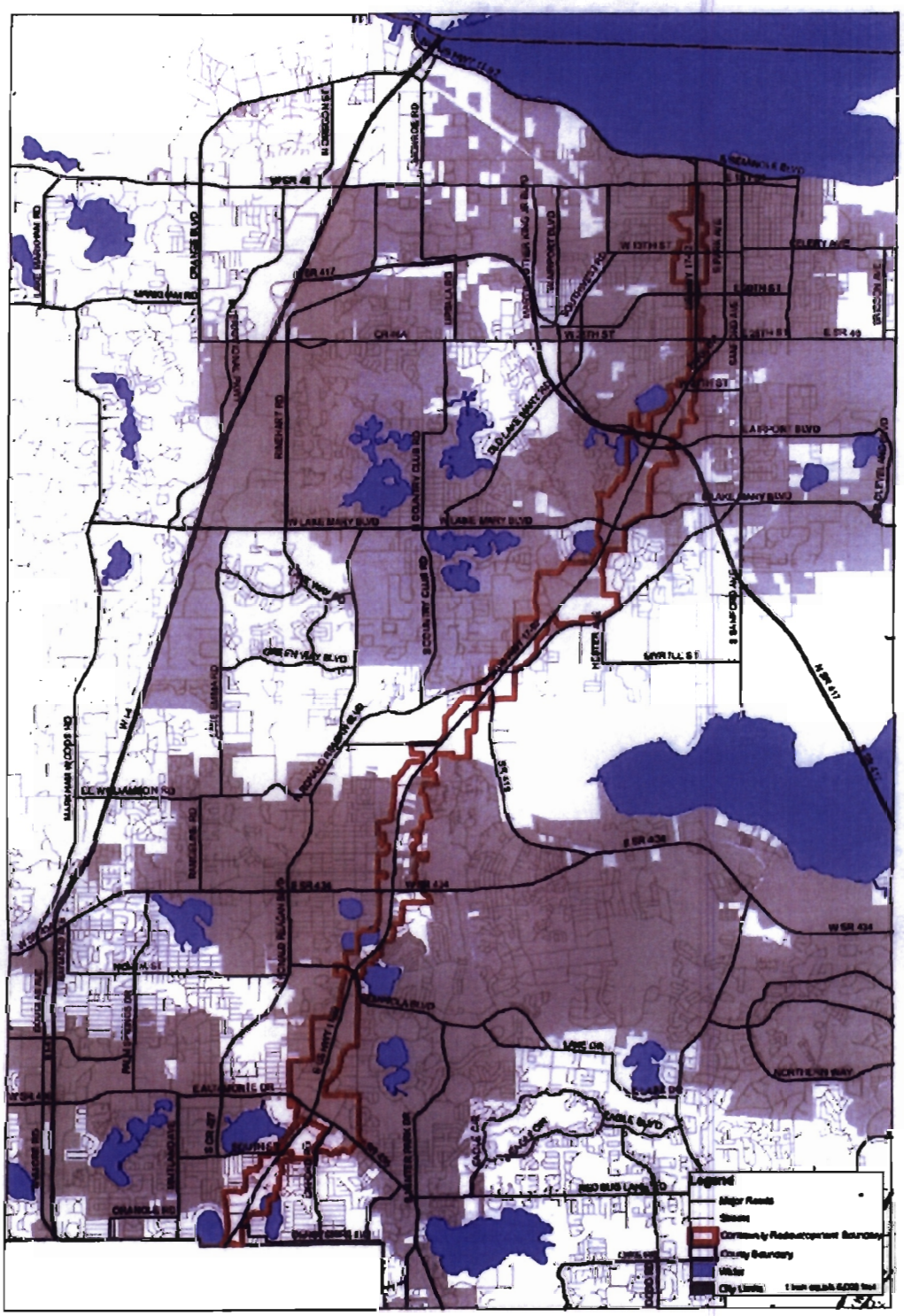
Amount approved: _____

**Release of Funds authorized by*

US 17-92 CRA Program Manager: _____

*Release of funds only occurs after the US 17-92 Program Manager has verified that all conditions of the contract, and grant application have been satisfied.

Community Redevelopment Boundary



White Sign

P.O.Box 1001 Sanford, FL 32772 407-342-7887

Proposal/ Acceptance

Demetree Chiropractic
3505 S. Orlando Ave.
Sanford, Fl. 32773

January 23, 2009

Dr. David Demetree

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Manufacture, permit and install of one 4 x 8 internally illuminated sign with digital print, pan faces and 2 lines of change copy and 1 box of 300 6" change letters.

Total Project: $6,000.00

White Sign Co. will be responsible for concrete footer, brick work and final electrical hook-up.
Sign will be manufactured with digital reader board in mind for future install.

Reader board cost $7000.00

Please allow 4-6 weeks for completion upon signed proposal, approved artwork, permits and appropriate (50%) deposit. Thank you.

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR, COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS, FOR THE SUM OF:

_$ 3000.00down / _$3000.00 when completed_____ DOLLARS ($6000.00)

PA YMENT TO BE MADE AS FOLLOWS:
50 percent down and balance on completion.

Joel White

BY:
Note: This proposal may be withdrawn By White Signs if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, terms, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
Date of Acceptance:_____By:

White Sign Co.
400 NORTH STREET
SUITE 104
LONGWOOD,FL 32750

VENDOR # 208622

Invoice

Date 1/23/2009
Invoice # 600

PAID

STORE INFORMATION

Bill To
Demetree Chiropractic
3505 S. Orlando Ave.
Sanford, Fl. 32773

TRACKING NUMBER	

Item	Description	Qty	Price	Amount
PER BID	Manufacture permit and install of 1 4'x8' monument sign.	1	5,500.00	5,500.00
-	Excavation of concrete	1	400.00	400.00

Subtotal	$5,900.00
Sales Tax (7.0%)	$0.00
Total	$5,900.00
Payments/Credits	$-5,900.00
Balance Due	$0.00

White Sign Co.
jwhitesigns@yahoo.com

407-342-7887
Fax 407-331-4443

POPULAR. EQUIPMENT FINANCE

COMPLETE & SEND TO: DOROTHY SNOW
15933 CLAYTON ROAD, SUITE 200, BALLWIN, MO 63011-2146
TOLL FREE: (800) 829-9411 / DIRECT: (636) 779-8307
CELL: (314) 913-6431 / FAX: (636) 557-1150
EMAIL: DSNOW@BPOP.COM

Express Lease Application

drmdemetree@bellsouth.net

Applicant Information:

Business Name: Matthew C. Demetree, D.C. PA.
Contact: Dr. Matthew Demetree
DBA:
Phone #: 407-324-8222
Address: 3505 S. Orlando Drive
Fax #: 407-324-8998
City, State, Zip: Sanford Florida 32773
Email: drmdemetree
County: Seminole
Nature of Business: Chiropractic Health Care
Yrs. In Business: 10
Federal ID #:
Business Structure: Proprietorship ☐ Partnership ☐ Corporation ☐ LLC ☐ PC ☐ PA ☑

PRINCIPAL / OWNERS INFORMATION:

1. Matthew C. Demetree — Owner's Full Name
Pres — Title
594-24-3263 — Social Security No.
2/22/73 — DOB
240 S. Crystal Drive, Sanford FL 32773 — Owner's Address
(Y) N — US Citizen?
CH 7803 — Professional License #

2. Owner's Full Name
Title
Social Security No. - - / DOB
Owner's Address.
Y N — US Citizen?
Professional License #

VENDOR & EQUIPMENT INFORMATION:

Vendor Rep: ROBSON SIGNS
Rep Telephone: MIKE WHITE
CUSTOMER MAY PUT $1,000 DOWN

NO PREPAYMENT PENALTY OR REMAINING FINANCE CHARGES AFTER 24 MONTHS

48Mth	60Mth
$358.85	$299.00

1ST PAYMENT DUE AT CONTRACT SIGNING

Equipment Cost (Estimated): $14,594.00 Term Requested: SEE ABOVE Approx Pmt.: SEE ABOVE Purchase Option: $1.00

IMPORTANT NOTICES ABOUT PRECEDURES FOR OPENING A NEW ACCOUNT: Popular Equipment Finance complies with Section 326 of the USA Patriot Act. The law mandates that we request and verify certain information about you and your company.

Acknowledgements & Authorizations: By signing below, you, the credit applicant(s), certify that the information given for credit purposes is true and correct; you authorize Popular Equipment Finance, Inc., its assigns, and any credit bureau or other investigative agency to investigate the references, statements and other information accompanying this application; and, expressly authorizes bank and trade references listed herein to release credit and information requested as part of said investigation.

ECOA Notice: If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Credit Disclosure Administrator, Popular Equipment Finance, Inc., 15933 Clayton Rd., Suite 200, Ballwin, MO 63011, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. For assistance from the federal agency that administers compliance with the law concerning this credit, contact Federal Reserve Consumer Help, P.O. Box 1200, Minneapolis, MN 55480.

Signature: [signature] Date: 12/24/08

Signature: Date:

Sign Up Marketing

P.O. Box 794408 Dallas, TX 75379 (972) 713-9909 Fax (972) 713-9598 www. signupmarketing.com

SALES AGREEMENT

This agreement made in duplicate this 20 day of Aug 2007 between S.U.M the "seller" and

Dametree Chiropractic c/o Drs Matthew + Ron Robinson
NAME OF BUSINESS / OWNER

3505 S. Orlando Dr — 407 324-8222
ADDRESS — PHONE

Sanford Fl 32773 — " " 8998
CITY STATE ZIP — FAX

Buyer purchases from seller a sign with the following specifications and as per attached work sheet.

QUANTITY OF SIGNS 1 — MODEL Nos. 4x8
SINGLE FACED — DOUBLED FACE X
MOUNTING C/P — FLUOR LITE

gmdametree@bellsouth.net
rsout2@earthlink.net

ALL ELECTRICAL COMPONENTS U.L. APPROVED. SIGN SHIPPED COMPLETE WITH LAMPS, READY FOR INSTALLATION

SPECIAL INSTRUCTIONS:

Art rendering final approval
Subject to everything
16x64 Electronic message center

Show price PURCHASE PRICE	$ 5850
OTHER	~~$ 20516~~
SALES TAX	$
TOTAL	~~$ 26366~~
DEPOSIT 588	~~$ 2636~~
BALANCE C.O.D.	~~$ 23730~~
(No Exceptions)	5265

DEPOSIT PAID BY: Check ☐ Cash ☐ Lease ☐

Payment must be made to carrier at its place of business. Under no circumstances does The Manufacturer connect any sign to electrical outlet or assume liability or same.

MANUFACTURER AGREES: 1. Upon receipt of order form from Seller, and acceptance thereof by Manufacturer, to manufacture and to deliver the described merchandise to a common carrier at Dallas, Texas in accordance with the terms of sale, subject to delays by strikes, delays by carrier, acts of God, government restrictions, fire or other unforeseen commercial delays.

2. The Merchandise above is guaranteed for one year against any imperfections in material or workmanship.
3. Manufacturer will not be responsible for any representation, understanding or agreement not specified in writing on the copy of this Agreement as received and accepted by Manufacturer or for any change or alteration in the printed terms.

BUYER AGREES: 1. That the merchandise described herein is not an article of general trade or utility, but is to be designed and is to be constructed for the special distinctive uses and purposes of buyer and is of no value to Seller or Manufacturer.

2. That title to the merchandise described passes to buyer upon acceptance of Seller's order by Manufacturer and thereafter Buyer will not cancel this Agreement for any reason whatsoever.
3. That the deposit is ~~not~~ refundable for any reason whatsoever. Prior to Production
4. That upon delivery of the merchandise described herein, Buyer will promptly accept said merchandise and pay the balance due.
5. That the seller is not an agent or employee of Manufacturer.
6. That if Buyer fails to perform any of the terms of this contract, Buyer will pay collection fees as set by a commercial collection agency and reasonable attorney fees incurred in prosecution of suit. The parties understand and agree that the terms hereof have been fully negotiated by the parties, that this agreement is a contractual obligation and that there are no other agreements, written or oral, which pertain to the subject matter hereof. This agreement shall be construed and enforced in accordance with the laws of the State of Texas. The parties agree that the mandatory exclusive venue for all legal actions arising hereunder shall be Dallas County, Texas, without regard to any conflicts of laws. The Buyer further agrees that should Buyer initiate any legal action in any court other than a court located in Dallas County, Texas, Buyer shall be obligated to pay, and shall pay, all of Seller's attorney fees and costs promptly upon demand which may be made from time to time during the defense of such action. Failure to do so shall be deemed a breach of contract.
7. Acknowledges and consents to agreements of Manufacturer as stated in items 1, 2, and 3 first above.
8. Certain products - such as Digital Display signs are manufactured by outside companies and are warranted by and through those companies.
9. The 120V ballast which are utilized in the lighting system, are warranted by the ballast manufacturer for one year. Seller does not manufacture these components. Therefore, in the event the ballast must be exchanged, the Buyer agrees to pay installation cost which are not covered by the ballast manufacturer or the Seller. Lamps have no warranty. Ballasts are warranted on an exchange basis and warranty covers only the cost of the ballast itself.
10. In the event artwork has been started if job is canceled, standard industry kill rates will apply.

SELLER AGREES: To promptly place an order with Manufacturer for the manufacture and shipment of the merchandise described herein to Buyer in accordance with the terms of this Agreement.

CUSTOMER PLEASE READ CONDITIONS OF SALE AND INITIAL HERE ☐

CONDITIONS OF SALE
1. Price does not include freight. 3. Price does not include installation
2. All orders C. O. D. 4. Full one year guarantee. (bulbs excluded)

SELLER:
Signature:
Print Name: Jeff Gibbens/President
Acceptance of Order by Manufacturer:
By:

BUYER:
Signature:
Print Name:
Home Address: Phone:
City State

CITY OF SANFORD

Building & Fire Prevention Division
PO Box 1788
Sanford, FL 32772-1788

09

LOCAL BUSINESS TAX RECEIPT

ORIGINAL TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

BUSINESS TAX RECEIPT VALID FROM OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009

MATTHEW C DEMETREE, DC PA
3505 ORLANDO DR
SANFORD FL 32773

THIS RECEIPT IS A LOCAL BUSINESS TAX ONLY. IT DOES NOT PERMIT THE LOCAL BUSINESS TAXPAYER TO VIOLATE ANY EXISTING ZONING OR REGULATORY LAWS OF THE STATE OR COUNTY, NOR DOES IT EXEMPT THE BUSINESS TAXPAYER FROM ANY OTHER LICENSE OR PERMITS REQUIRED BY LAW. DELINQUENT PENALTIES ARE APPLIED OCTOBER 1.

ISSUE DATE: JULY 21, 2008
BUSINESS LOCATION: 3505 ORLANDO DR

CONTROL NUMBER: 0015127

Receipt Number	Classification	Receipt Amount	Penalty Amount	Total
00021511	FIREINS FIRE INSPECTIONS	25.00	.00	25.00
00021519	11001 PROFESSIONAL	100.00	.00	100.00

SEMINOLE COUNTY BUSINESS TAX RECEIPT

RAY VALDES, SEMINOLE COUNTY TAX COLLECTOR

PO Box 630 ▪ Sanford, FL 32772-0630 ▪ Telephone: 407-665-1000
www.seminoletax.org

VALID THROUGH - 09/30/2009

Business Name: MATTHEW C DEMETREE DC PA
Business Address: 3505 ORLANDO DR S
City, State, Zip: SANFORD, FL 32773-

Account #: 124276

NOT REGULATED
State Lic.# - CH7803

Owner(s): MATTHEW C DEMETREE

Receipt #: OLHS2008082601667 **Amount Paid:** 25.00 **Date Paid:** 08/26/2008

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

- **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another business tax for the same business or profession.

- **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning August 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter, until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

  A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt. ([FS] 205.053 [2])

  This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

- **REPORT ALL CHANGES:** The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's taxes. This includes, but is not limited to, the loss of or a change in a State License which was used to qualify for the business activity and/or occupation identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

DR MATTHEW C DEMETREE
3505 ORLANDO DR S
SANFORD, FL 32773-

LUCAS PLACE II LLC
3505 S Orlando Dr
Sanford, FL 32773

1061

DATE 11/5/08

PAY TO THE ORDER OF Ray Valdes Seminole County Tax Collector $ 6669.32

Sixty-six hundred, sixty-nine and 32/100 DOLLARS

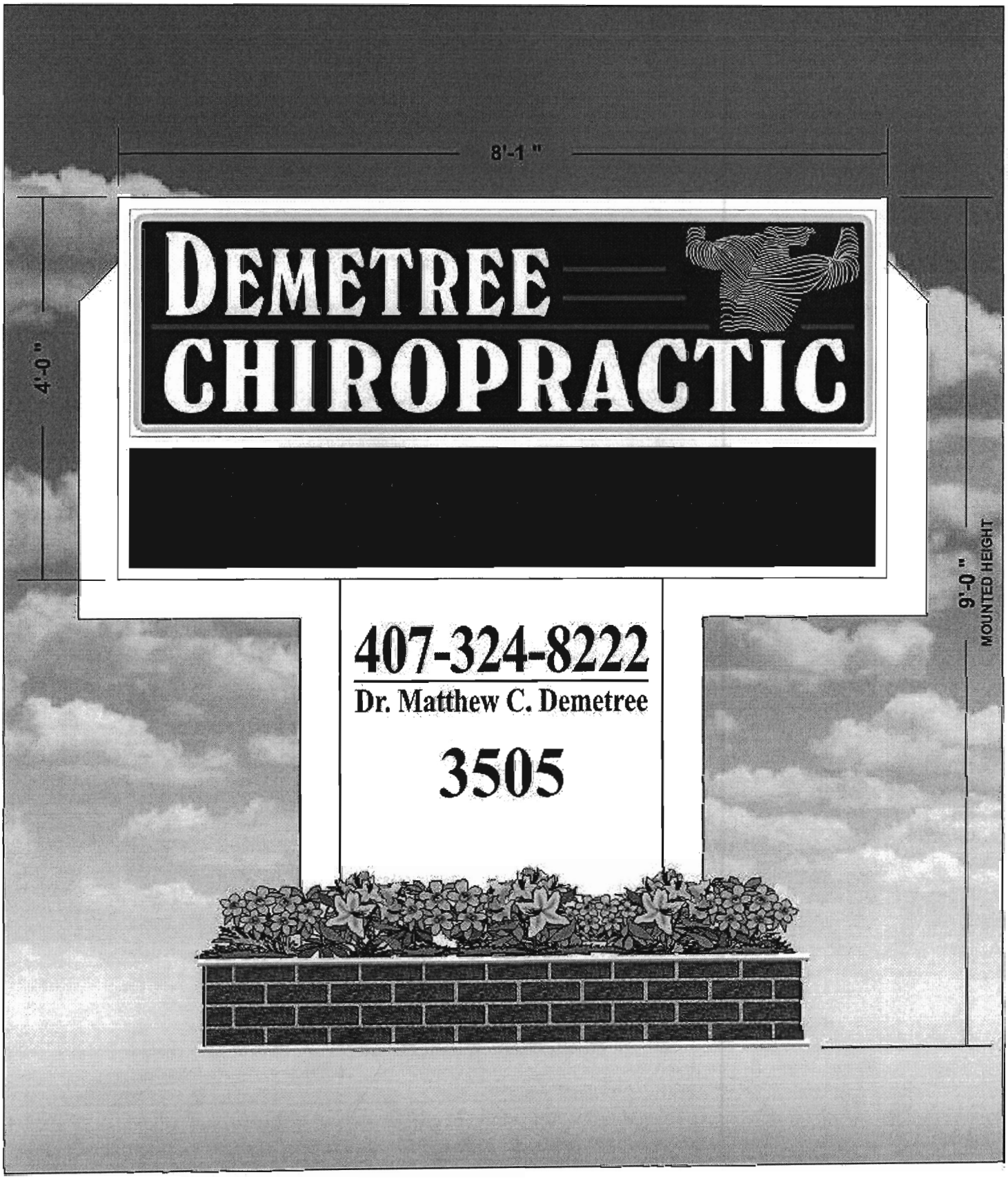
AMSOUTH BANK
THE RELATIONSHIP PEOPLE

FOR Property DD#: 11-20-30-300-041A-0000

⑈001061⑈ ⑆063104668⑆ 0069234493⑈ ⑈0000669332⑈

REGIONS BANK 11/13/08
D441 ⑆ 062000019
SP124 062000019
7100848342

▶063107513◀
MONROVIA BRANCH
ORLANDO FL 11/12/08
7232692433



Blue – Face
white – letters on Face
Black – letters on monument Base
LED/Changable text – below Face

Traditional Brick – planter

DR. MATTHEW C. DEMETREE
CHIROPRACTIC PHYSICIAN

3505 Orlando Dr.
Sanford, Fl 32773
Ph (407) 324-8222
Fax (407) 324-8998

DESCRIPTION OF PROPOSED IMPROVEMENTS

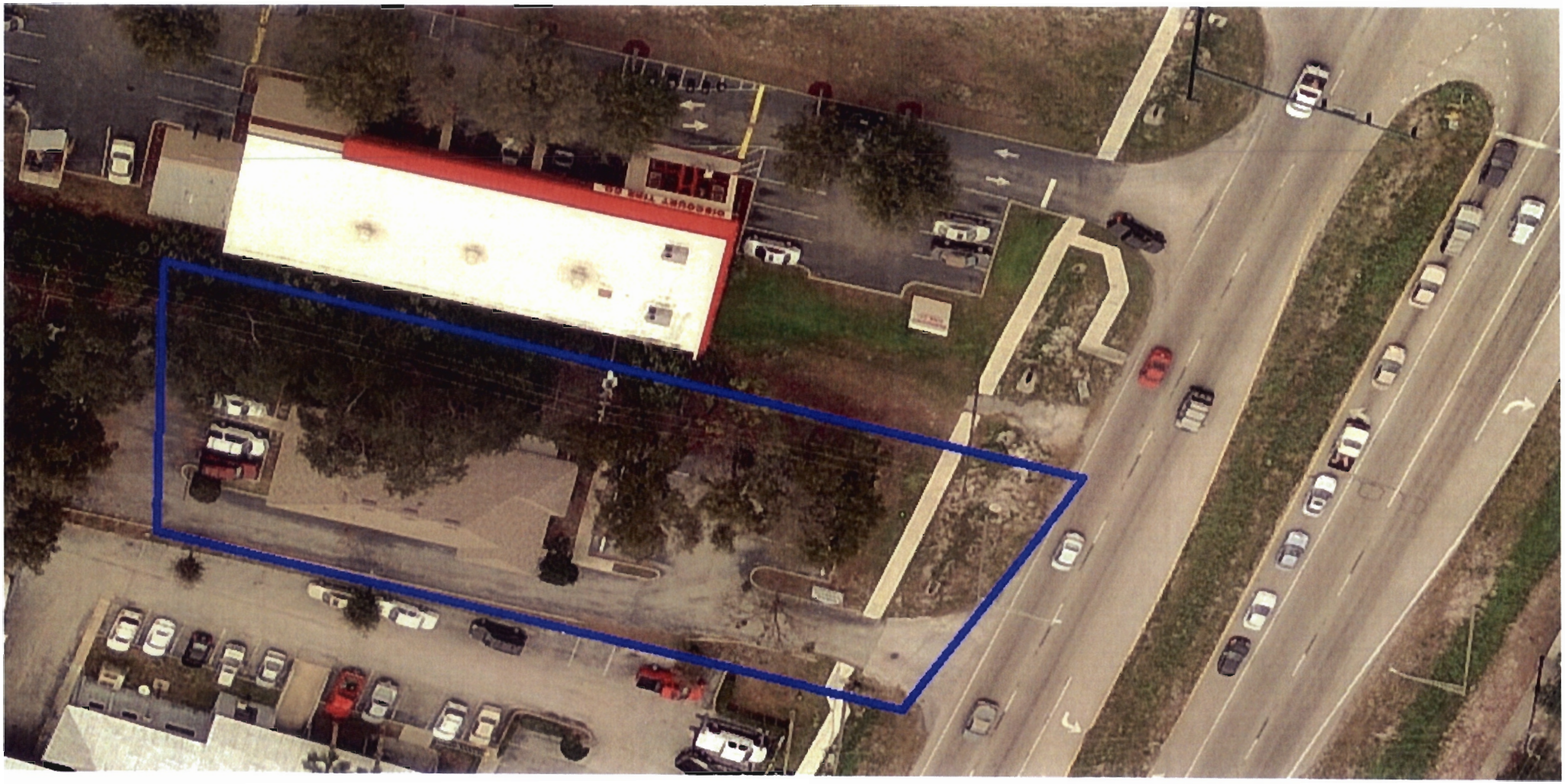
One newly constructed monument type sign, built according to code, which will be illuminated internally, with a brick planter, business name on sign, phone number, address number and either a LED reader board or two line changeable copy for informative purposes.

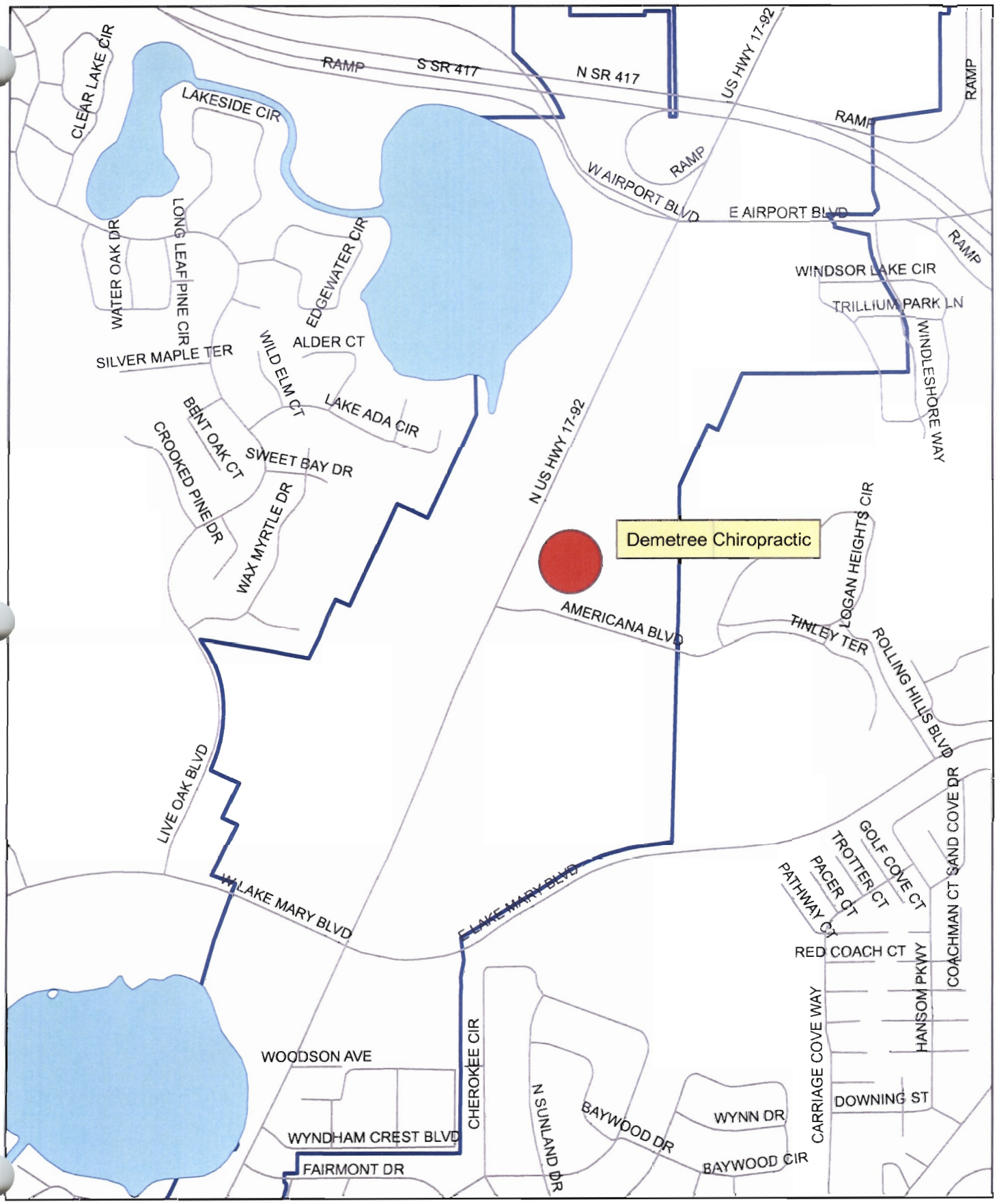
DR. MATTHEW C. DEMETREE
CHIROPRACTIC PHYSICIAN

3505 Orlando Dr.
Sanford, Fl 32773
Ph (407) 324-8222
Fax (407) 324-8998

COLOR AND MATERIAL SAMPLES

The sign colors are depicted in the attached picture with material description in the proposal from White Sign Company.




CLEAR LAKE CIR
LAKESIDE CIR
RAMP
S SR 417
N SR 417
US HWY 17-92
RAMP
RAMP
RAMP
RAMP
W AIRPORT BLVD
E AIRPORT BLVD
WATER OAK DR
LONG LEAF PINE CIR
EDGEWATER CIR
WINDSOR LAKE CIR
TRILLIUM PARK LN
WINDLESHORE WAY
SILVER MAPLE TER
WILD ELM CT
ALDER CT
LAKE ADA CIR
BENT OAK CT
CROOKED PINE DR
SWEET BAY DR
WAX MYRTLE DR
N US HWY 17-92
Demetree Chiropractic
LOGAN HEIGHTS CIR
AMERICANA BLVD
TINLEY TER
ROLLING HILLS BLVD
LIVE OAK BLVD
W LAKE MARY BLVD
E LAKE MARY BLVD
PATHWAY CT
PACER CT
TROTTER CT
GOLF COVE CT
SAND COVE DR
COACHMAN CT
RED COACH CT
HANSOM PKWY
CARRIAGE COVE WAY
DOWNING ST
WOODSON AVE
CHEROKEE CIR
N SUNLAND DR
BAYWOOD DR
WYNN DR
BAYWOOD CIR
WYNDHAM CREST BLVD
FAIRMONT DR

DR. MATTHEW C. DEMETREE
CHIROPRACTIC PHYSICIAN

3505 Orlando Dr.
Sanford, Fl 32773
Ph (407) 324-8222
Fax (407) 324-8998

LISTING OF BUSINESS SERVICES OFFERED ON SITE

- CHIROPRACTIC MEDICINE
- PHYSIOTHERAPY
- PHYSICAL EXAMINATIONS
- RADIOGRAPHIC EXAMINATIONS
- PHYSICAL THERAPY
- NUTRITIONAL CONSULTATION/COUNCILING
- MASSAGE THERAPY
- BONE DENSITY SCREENING

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Betty B. Newton	3/19/09
Analyst	Date
Budget Manager	Date
Director	Date
09-37	
BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Planning and Development**
Fund(s): US 17-92 Redevelopment Fund

PURPOSE: To appropriate funding for a Community Redevelopment Agency Mini-Grant Application for Demetree Chiropractic to replace an existing sign with a monument style sign.

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

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

Sources:

Account Number	Project #	Account Title	Amount
13300.999987.599994		Reserves/Capital Improvement/ Other	2,950
Total Sources			**$ 2,950**

Uses:

Account Number	Project #	Account Title	Amount
13300.011102.580821		Aid to Private Organizations	2,950
Total Uses			**$ 2,950**

BUDGET AMENDMENT RESOLUTION

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

Attest:

_____
Maryanne Morse, Clerk to the
Board of County Commissioners

By:_____
Bob Dallari
Chairman

Date: _____

Date: _____

Entered by County Finance Department

_____

Date: _____

STATE OF FLORIDA
VOUCHER FOR REIMBURSEMENT
OF TRAVEL EXPENSES

Traveler: **Michael McLean**

Account Line:

Agency: BCC
Headquarters: CSB
Residence (City): Lake Mary

Date	Travel Performed From Point of Origin To Destination	Purpose or Reason (Name of Conference)	Hour of Departure	Hour of Return	Meals for Class A and B Travel	Per Diem or Actual Lodging Expenses	Class C Meals	Map Mileage Claimed	Vicinity Mileage Claimed	Other Expenses Amount	Other Expenses Type
4/14/2009	Residence to Tallahassee	FL State Transportation &	4:00 PM	8:30 PM	$19.00		274.67 →				D
4/15/2009	Tallahassee to Residence	Economic Dev. Appropriations	2:00 PM	6:30 PM	$17.00		274.67 →				B & L
		Committee (TED)									
								549.34			
					Column Total	Column Total	Column Total		0	Column Total	SUMMARY TOTAL
								@ $ .55Mi.	0.55		
					$36.00	$0.00	$549.34		$302.14	$0.00	$338.14

Statement of Benefits to the State: (Conference or Convention)

Revolving Fund:
Check No. _____
Check Date _____
Agency Voucher No. _____

Advance:
Warrant No. _____
Warrant Date _____
Statewide Doc. No. _____
Agency Voucher No. _____

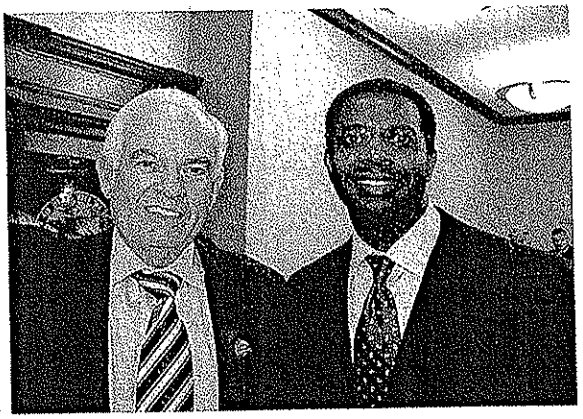
LESS ADVANCE RECEIVED	
LESS CLASS C MEALS (Officers/Employee Only)	
NET AMOUNT DUE	**$338.14**

I hearby certify that the above expenses were actually incurred by me as necessary travel expenses in the performance of my offical duties; attendance at a conference or convention was directly related to offical duties of the agency; any meals or lodging included in a conference or convention registration fee have been deducted from this travel claim; and that this claim is true and correct in every material matter and same conforms in every respect with the requirements of Section 112.061, Florida Statutes.

TRAVELER'S SIGNATURE: _____
DATE PREPARED: 4/21/09 Title:

Pursuant to Section 112.061 (3) (a), Florida Statutes, I hereby certify or affirm that to the best of my knowledge the above travel was on offical business of the State of Florida and was performed for the purpose(s) stated above.

SUPERVISOR'S SIGNATURE: _____
SUPERVISOR'S TITLE: _____
DATE APPROVED: _____



Top Left: Senator Lee Constantine answers questions from the media as support for SunRail grows. Top Right: Senator Lee Constantine (left) shown with Jacob Stuart, President of the Central Florida Partnership (center) and Orlando Mayor Buddy Dyer (right), Chairman of the Central Florida Commuter Rail Commission; all supporters of SunRail. Middle: Supporters of SunRail at SunRail Rally held at the Capitol Rotunda. Bottom Left: Senators Lee Constantine and Andy Gardiner shown with Presidents of Chambers of Commerce from across Central Florida; all in support of SunRail. Bottom Right: Orange County Mayor Rich Crotty (left), Vice Chair of the Central Florida Commuter Rail Commission, shown with Ray Gilley (right), President of the Metro Orlando Economic Development Commission, both strong supporters of SunRail.

What's Next for SunRail?

It's now official, Senate Bill 1212 (*SunRail*) will be heard at the next meeting of the Senate Transportation and Economic Development Appropriations (TED) Committee. It will be held on Wednesday, April 15, 2009,from 9:45 a.m. until 11:45 a.m., in Room 309 of the Capitol in Tallahassee. We urge you to pick up the phone today and call or email each of the members on this important committee and ask for their support of SB 1212 (*SunRail*).

Chairman: Senator Mike Fasano (R)
District Phone: 727.848.5885
Capitol Phone: 850.487.5062
Email: fasano.mike.web@flsenate.gov
Vice Chairman: Senator Anthony C. "Tony" Hill, Sr. (D)
District Phone: 904.924.1646
Capitol Phone: 850.487.5024
Email:hill.tony.web@flsenate.gov
Senator Alex Diaz de la Portilla (R)
District Phone: 305.643.7200
Capitol Phone: 850.487.5109
Email:portilla.alex.web@flsenate.gov
Senator Paula Dockery (R)
District Phone: 863.413.2900
Capitol Phone: 850.487.5040
Email:dockery.paula.web@flsenate.gov
Senator Andy Gardiner (R)
District Phone: 407.428.5800
Capitol Phone: 850.487.5047
Email:gardiner.andy.web@flsenate.gov
Senator Christopher L. "Chris" Smith (D)
District Phone: 561.650.6801
Capitol Phone: 850.487.5112
Email:smith.chris.web@flsenate.gov
Senator Ronda Storms (R)
District Phone: 813.651.2189
Capitol Phone: 850.487.5072
Email:storms.ronda.web@flsenate.gov

In addition, please continue to email the Governor, Cabinet, and Members of the Florida Senate and Florida House of Representatives via the Right Track Florida web site, just "click here," **Contact Your Elected Officials**.

Get the Word Out About SunRail

Everything you need to help "get the word out" is at www.RightTrackFlorida.org. Sample Resolutions of Support, important "Talking Points," recent News Articles, significant Letters of Support to Legislators, and most importantly, a place where you can reach out to the Governor, Cabinet, Members of the Florida House of Representatives and Members of the Florida Senate. With just "one click," you can let them know your feelings about *SunRail*.

Resolutions of Support for SunRail

With over 70 Resolutions and Letters of Support from across the State of Florida; *SunRail* continues to enjoy a wide body of support. This includes Resolutions of Support from the *African American Chamber of Commerce of Central Florida*, the *Hispanic Chamber of Commerce of Central Florida*, *Workforce Central Florida*, and *Amalgamated Transit Union (ATU) #1596* along with Counties, Cities, and Civic and Community-Based Organizations representing hundreds of thousands of individuals who want *SunRail*.

Congressional Leaders Urge Support for SunRail

Earlier this week, Congressmen John Mica (R-Orlando), Congresswoman Corrine Brown (D-Jacksonville), Congressman Mario Diaz-Balart (R-Miami), Congressman Vern Buchanan (R-Sarasota), and Congressman Connie Mack (R-Cape Coral) sent a Letter of Support with answers to FAQs to Members of the Florida Senate. As Florida Members and Leaders in the U.S. House of Representatives Committee on Transportation and Infrastructure, they ask, "With improvements to congestion, the environment, and energy use, and as a major infrastructure and economic investment, we urge your help in final approval of this important transportation project (*SunRail*) for our state."

Facts and Figures About SunRail

SunRail means jobs, jobs, and more jobs. And, it means business opportunities, too, for working families all across the State of Florida. The economic impact during the construction, operation and maintenance of *SunRail* in the Central Florida Region alone is more that $981 million in commercial business sales, and more than $295 million in household earnings. To learn more, check out the one page fact sheet, "Strengthening our Economy" at www.RightTrackFlorida.org along with the *SunRail* Economic Study, which provides an overall summary and County-by-County "breakouts" of what *SunRail* means to the economic vitality of Florida.

Mayor Dyer Responds to SunRail Opponents

In Monday's *Orlando Sentinel* "blog," it reports that, "Orlando Mayor Buddy Dyer, Chairman of the Central Florida Commuter Rail Commission (*SunRail*), took exception to comments made by two leading Democrats, both of whom reaffirmed their opposition to *SunRail*. The opponents are Democratic Senate Leader Al Lawson of Tallahassee and incoming Democratic Leader Nan Rich of Weston. They contend *SunRail* is too expensive and money set aside for it should be spent on education and healthcare. "This just makes sense," Lawson said. "How can you fund a railroad and not fund kids?"

Dyer, also a Democrat and former Florida Senator said, "Such arguments are not true." He points out, "$300 million would come from the Federal Government, more than $170 million would come from the Sale of Bonds and another $150 million would come from Local Governments." He added, "nearly $500 million in total, is set aside within the local DOT District - a priority set by Area Leaders and Lawmakers. We want our Number One Priority to be *SunRail*. That's our money," Dyer said.

High Speed Rail and SunRail "Linked"

According to an *Orlando Sentinel* report, "The proposed high speed rail train that would link Orlando with Lakeland and Tampa will never happen if the planned *SunRail* commuter train through Central Florida is killed in the State Senate."

"It's a double whammy," said Florida High Speed Rail Authority Chairman Lee Chira. Chira told the Orange County Commission his venture needs "connectivity"—a hook-up with *SunRail* — to be successful."

"They [Federal Transportation Officials] would be out of their minds to consider high speed rail without *SunRail*. That's as blunt as I can be," said Orange County Mayor Rich Crotty, who is a strong supporter of *SunRail*.

Floridian's for Better Transportation Supports SunRail

Floridians for Better Transportation (FBT) is a statewide business and transportation association dedicated to making transportation safer and more efficient in Florida. Earlier this week, President Doug Calloway asked all of his members and supporters to personally contact Florida Legislators and express their support of this "common sense transportation initiative." Mr. Callaway goes on to say, "targeted investments in transportation yield an amazing return, $5.60 for each $1.00 invested." Plus, he points out that 28,000 jobs are created for every $1 billion invested in transportation projects. FBT has a growing and diverse membership of businesses, organizations, and individuals, including the Florida Chamber of Commerce, the Florida Transportation Builders Association, Publix Super Markets, SunTrust Bank, the Florida Institute of Consulting Engineers, the Florida Public Transportation Association, the Florida Ports Council, the Florida MPO Advisory Council, the Florida Airports Council, and numerous local businesses, Chambers of Commerce, MPOs, and transit providers all across the State of Florida.

Associated Builders & Contractors Say SunRail Helps All of Florida

Recently, Mark Wylie President of the *Central Florida Chapter Associated Builders and Contractors* (ABC) sent a statewide letter to thousands of members asking them to "tell your Florida Senators and Florida Representatives that a vote for *SunRail* is a vote for Florida's future."

Shared Vision for Statewide "Connectivity"

Tomorrow, *SunRail* (SB 1212) will be heard before the Florida Senate Transportation and Economic Development Appropriations (TED) Committee. Testimony to the Committee will be provided by statewide leaders; who will gather in Tallahassee tomorrow to talk about the importance of "connectivity" when it comes to Florida's future.

Invitation have been extended to "key constituencies" that represent the entire State of Florida. This will include, but not be limited to representatives from the Floridians for Better Transportation (FTB); Florida High Speed Rail Authority; the Florida Transportation Commission (FTC); the Florida Economic Development Council (FEDC); the Florida Chamber of Commerce; and the Association of Florida Community Developers; along with a "host" of other Business, Government, and Community Leaders from all across the State of Florida.

"Committee Hearing"

Florida Senate Transportation and Economic Development Appropriations (TED) Committee
Wednesday, April 15, 2009
9:45 a.m. until 11:45 a.m.
Room 309, The Capitol
Tallahassee, FL

If you have not done so yet, I urge you to pick up the phone and call or email each of the members on this important committee and ask for their support of *SunRail* (SB 1212). All Legislative Offices "count their calls" and, too, "count their emails." So, right now, please call each Senator on the Committee; please call their District Office; and please call their Capitol Office. Plus, a short email from you would go a long way if it were to be received by these Florida Senators.

MacDonald, Fran

From: 'Fairfield Inn By Marriott Reservation' [reservations@fairfieldinn.com]
Sent: Tuesday, April 07, 2009 4:38 PM
To: McLean, Michael
Subject: Fairfield Inn Tallahassee North/I-10 Reservation Confirmation #82585611

Fairfield Inn Tallahassee North/I-10 3219 North Monroe Street,
Tallahassee, Florida 32303 USA Phone: 1-850-562-8766 Fax: 1-850-562-2194

Reservation for MR Michael McLean

- **Confirmation Number: 82585611**
- **Check-in:** Tuesday, April 14, 2009 (03:00 PM)
- **Check-out:** Wednesday, April 15, 2009 (12:00 PM)

View hotel website >>
Modify or Cancel reservation >>
Driving Directions >>
Maps & Transportation >>

Reservation Confirmation

Dear MR Michael McLean,

We are pleased to confirm your reservation with Fairfield Inn by Marriott. Below is a summary of your booking and room information. Enjoy your stay at Fairfield Inn -- warm, welcoming, affordable. Whenever you travel, keep us in mind because it's always a great day at Fairfield Inn.

Fairfield Inn Tallahassee North/I-10

Planning Your Trip

- Check out some of Tallahassee's top attractions >>

- Green Your Hotel Stay. Learn More and Donate Now >>
- Find a flight: uncover the best fares >>
- Rent a car: choose from multiple car companies >>
- Hertz great special rates >>

Reservation Details

- **Confirmation Number: 82585611**
- **Your hotel:** Fairfield Inn Tallahassee North/I-10
- **Check-in:** Tuesday, April 14, 2009 (03:00 PM)

- **Check-out:** Wednesday, April 15, 2009 (12:00 PM)
- **Room type:** Guest room, 2 Double
- **Number of rooms:** 1
- **Guests per room:** 1
- **Guest name:** Michael McLean
- **Reservation confirmed:** Tuesday, April 7, 2009 (20:37:00 GMT)
- **Guarantee method:** Credit card guarantee, Visa

Special request(s):

- I.D. Required, Request Noted

Summary of Room Charges	Cost per night per room (USD)
Tuesday, April 14, 2009 - Wednesday, April 15, 2009 (1 night)	89.00
Govt/military rate, federal government ID required	
Estimated government taxes and fees	10.23
Total for stay (for all rooms)	**99.23**

- Complimentary on-site parking
- Changes in taxes or fees implemented after booking will affect the total room price.

You may modify or cancel your reservation online (see details below), or call 1-800-228-2800 in the US and Canada. Elsewhere, call our worldwide telephone numbers.

Contact us if you have questions about your reservation.

Canceling Your Reservation

- You may cancel your reservation for no charge until 06:00 PM hotel time on Tuesday, April 14, 2009.
- Please note that we will assess a fee of 99.23 USD if you must cancel after this deadline.

If you have made a prepayment, we will retain all or part of your prepayment. If not, we will charge your credit card.

Modifying Your Reservation

- Please note that a change in the length or dates of your reservation may result in a rate change.
- Please be prepared to show proof of eligibility for your rate (such as a membership card, corporate or government identification card, or proof of your age).

Marriott Rewards

- Not a member? Earn points for each stay. Join today >>

Hotel Services & Amenities

- Complimentary High-speed Internet in guest rooms
- Fitness center on-site
- Indoor pool

For a complete list of services and amenities, download the hotel fact sheet >>

Travel Alerts

- All rates at this hotel include complimentary breakfast and in-room high speed internet access

MAPQUEST

Total Time: 4 hours 16 minutes **Total Distance: 274.67 miles**

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

1:	Start out going SOUTHWEST on WOLDUNN CIR.	0.2 mi
2:	Turn LEFT to stay on WOLDUNN CIR.	0.0 mi
3:	WOLDUNN CIR becomes MAIN RD.	0.4 mi
4:	Turn LEFT onto S COUNTRY CLUB RD/CR-15.	1.0 mi
5:	Turn RIGHT onto CR-427 S/N RONALD REAGAN BLVD.	2.9 mi
6:	Turn RIGHT onto FL-434 W.	2.7 mi
7:	Merge onto I-4 W via the ramp on the LEFT.	5.5 mi
8:	Take the SR-423/LEE ROAD exit, EXIT 88.	0.3 mi
9:	Turn RIGHT onto LEE RD/FL-423 S. Continue to follow FL-423 S.	6.0 mi
10:	Merge onto FL-408 TOLL W/EAST-WEST EXPY toward SR-408-TOLL W/OCOEE (Portions toll).	7.0 mi
11:	Take the FLORIDA'S TPKE NORTH exit toward OCALA.	0.7 mi
12:	Merge onto FLORIDA'S TURNPIKE N (Portions toll).	42.6 mi
13:	Stay STRAIGHT to go onto I-75 N.	107.2 mi
14:	Merge onto I-10 W via EXIT 435 toward TALLAHASSEE.	97.4 mi
15:	Merge onto N MONROE ST/US-27 N/FL-63 N via EXIT 199 toward HAVANA.	0.7 mi
16:	End at 3211 N Monroe St Tallahassee, FL 32303-2827	

B: 3211 N Monroe St, Tallahassee, FL 32303-2827

Total Time: 4 hours 16 minutes **Total Distance: 274.67 miles**

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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Professional Services: PS-4053-08/RTB - Architectural and Engineering Services for Seminole County Fire Stations

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

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

MOTION/RECOMMENDATION:
Approve the negotiated rates and award PS-4053-08/RTB - Architectural and Engineering Services for Seminole County Fire Stations to C.T. HSU and Associates, P.A., of Orlando, Florida (Estimated Usage Amount of $500,000.00 over the term of the Agreement).

County-wide Ray Hooper

BACKGROUND:

PS-4053-08/RTB will provide architectural and engineering services for the design of Seminole County fire stations. These services will include, but not be limited to, architectural, structural, mechanical, electrical, systems, civil, fire protection, cost engineering, interior design, irrigation and landscape design.

On March 10, 2009, the Board approved the ranking and authorized staff to negotiate with C.T. HSU and Associates, P.A. of Orlando, Florida. The Award Agreement includes the negotiated rates from the firm as Exhibit "C", and the term will be for a period of three (3) years, with two (2) renewal periods not to exceed one (1) year each. The backup documentation includes the Multiplier Computation sheet.

Authorization for the performance of services by the Consultant under this Master Agreement shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultant. The work and dollar amount for each Work Order shall be negotiated on an as-needed basis for the specific project, and funded within approved budget amounts. Funds are identified in Fire Station 29 (Account #010577.560650, CIP #0258001).

STAFF RECOMMENDATION:

Staff recommends that the Board approve the negotiated rates and award PS-4053-08/RTB - Architectural and Engineering Services for Seminole County Fire Stations to C.T. HSU and Associates, P.A., of Orlando, Florida (Estimated Usage Amount of $500,000.00 over the term of the Agreement).

ATTACHMENTS:

1. PS-4053-08_RTB - Award Agreement (C.T. HSU)
2. PS-4053-08_RTB - Backup Documentation

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

CONSULTANT SERVICES AGREEMENT
ARCHITECTURAL AND ENGINEERING SERVICES FOR
SEMINOLE COUNTY FIRE STATIONS
(PS-4053-08/RTB)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **C.T. HSU AND ASSOCIATES, P.A.**, duly authorized to conduct business in the State of Florida, whose address is 820 Irma Avenue, Orlando, Florida 32803, hereinafter called "CONSULTANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide architectural and engineering services for fire stations in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to furnish architectural and engineering services for fire stations services to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES.

(a) COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. This

Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

(b) CONSULTANT may utilize labor categories that are not included in the fee proposal for each Work Order, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) year and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required,

state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses. The CONSULTANT shall also be required to execute the Truth in Negotiations certificate attached hereto as Exhibit D.

SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and

subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at $75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:

   $6.00 without receipts

   $10.00 with receipts;

2. Lunch:

   $11.00 without receipts

   $13.00 with receipts;

3. Dinner:

   $19.00 without receipts

   $27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONTRACTOR in the interest of the Project.

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order

services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) and over in value and one hundred percent (100%) of the approved amount on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%) on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) in value.

(f) Each Work Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

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

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

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

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

Administrative Services
200 W. County Home Road
Sanford, Florida 32773

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be

used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

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

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

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this

Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

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

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, design, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the sole property of COUNTY after final payment is made to CONSULTANT and the COUNTY shall be able to use said designs, plans, data, and reports on the project without additional compensation to CONSULTANT.

SECTION 11. TERMINATION.

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

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

(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been

effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion,

without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for

the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT, whether caused by CONSULTANT or otherwise.

SECTION 19. INSURANCE.

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

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

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

representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

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

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

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

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an

insurance company shall: (i) lose its Certificate of Authority; (ii) no longer comply with Section 624.4621, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

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

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

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

where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

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

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

(2) Commercial General Liability.

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

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

	LIMITS
General Aggregate	Three (3) Times the Each-Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry professional liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00).

(4) Business Auto Policy.

(A) The CONSULTANT's insurance shall cover the CONSULTANT for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONSULTANT shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONSULTANT shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

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

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The

Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

SECTION 20. DISPUTE RESOLUTION.

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

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

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

parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

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

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

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions

contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all

statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Administrative Services
200 W. County Home Road
Sanford, Florida 32773

For CONSULTANT:

C.T. HSU and Associates, P.A.
820 Irma Avenue
Orlando, Florida 32803

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

C.T. HSU AND ASSOCIATES, P.A.

By: _____
, President

Date: _____

ATTEST:

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

For use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BOB DALLARI, Chairman

Date: _____

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

AEC/sjs/lpk
11/24/08 12/3/08, 3/27/09
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\PS-4053-08.doc

Attachments:
- Exhibit A - Scope of Services and Design Criteria
- Exhibit B - Sample Work Order
- Exhibit C - Rate Schedule
- Exhibit D - Truth in Negotiations Certificate

EXHIBIT A

Scope of Services

Architectural and Engineering Serivces for Seminole County Fire Stations

Seminole County is seeking a consultant to provide Architectural and Engineering services for the design of Seminole County fire stations. The County has identified one (1) fire station located at Aloma Ave. and Loma Vista. Additional fire stations may be added at various other sites throughout the County.

The design for each site shall be based on the design criteria for Seminole County Fire Stations and the prototype floor plan for a three-bay 10,000 square foot station. The building and site plan will be adapted to the differing conditions on each site with the floor plan remaining approximately the same. The projects will be issued as indificual work orders to the selected consultant. All plans and specifications will be the property of Seminole County. The estimate construction cost is $2,500,000.00 per fire station. Architectural and Engineering services will include, but not be limited to architectural, structural, mechanical, electrical, systems, civil, fire protection, cost engineering, interior design, irrigation and landscape design.

These services will also include Construction Procurement Services (including the production of Bid/Contract Documents, Drawings and Specifications, attendance at pre-bid meetings, etc.), Contract Administration Services (including reviewing change orders, pay applications, schedules, substitution requests, site visits, shop drawing and submittal review, RFI response, etc.) and Schedule Development and monitoring for design.I Plan reviews awill be held at schematic development, design development, and construction development plans and specifications. The plan reviews will be at approcimately 30%, 60%, 90%, and 100% stages of design.

EXHIBIT A

Design Criteria for Seminole County Fire Stations

- Structure to be constructed of reinforced CMU, tilt up concrete panels, or precast concrete. Capable of withstanding Category 3 force winds
- Exterior of building will be struck block, stucco, or integral pattern in concrete. Building must meet or exceed current energy codes for insulation.
- Roof to be metal. Capable of withstanding Category 3 force winds
- Driveway and apparatus bay floor will be 8" thick concrete. Turn radii will accommodate largest Fire Department vehicle.
- Building will be on 100% emergency generator. Convault above ground fuel tank will be sized to supply loaded generator for 72 hours.
- Building design will provide expansion capability, including future openings, on back side to expand bunkroom, shower/toilet room and add room for battalion chief.
- Fire Station will house 7 staff. One toilet/shower per every two staff.
- Public will be limited to entrance lobby, ADA unisex restroom, and two front offices.
- Fitness room will have dedicated outlets for specified exercise equipment. Flooring will be resilient capable of withstanding impact from free weights.
- Building will be designed with Cat 5E wiring for phone and data.
- Apparatus bay will have natural gas or propane area heaters. Floor in bay will have non-slip epoxy coating.
- Floor surface to be VCT in offices, dayroom, and kitchen. Carpet in bunkroom. Toilet/shower room will have ceramic floor tile.
- Fire sprinklers will be installed per code requirements.
- Range will have interconnect with fire alarm cutting off gas supply when alarm sounds. Lights will also be connected with alarm, turning on when alarm sounds.
- Range will have commercial hood and ansul system per code.
- Grease trap will be located on exterior and sized per code for a commercial kitchen,
- Windows will be capable of withstanding Category 3 force winds and impact. Windows will be operable.
- Overhead doors in apparatus bay will be capable of withstanding Category 3 force winds and impact. Door closer will have safety sensors per code.
- Landscaping will require minimal watering and maintenance.
- Kitchen cabinets will be constructed of commercial grade plywood with plastic laminate. Countertops will be stainless steel.
- Two residential type dishwashers will be located adjacent to kitchen sink. Sink will be a two compartment stainless steel.
- Three pantries will be located in or adjacent to kitchen for each shift.
- Ceiling fans will be installed in the bunkroom, lieutenant's room, offices, work-out room, and the dayroom.
- Ceiling height will be eight to ten feet, 2X2 lay-in acoustical or GWB. All hard ceilings will appropriately sized access panels.
- Water heater and HVAC will be sized for future expansion. HVAC controls will have remote access capability.
- Apparatus bay will have gas space heaters.

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

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

Consultant: _____
Address: _____
_____

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

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

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Work Order by the parties, and shall be completed within ___ **calendar days** from the effective date of this Work Order. Failure to meet the completion time shall be grounds for Termination of both the Work Order and the Master Agreement for Default.

Work Order Amount: _____ DOLLARS ($_____)

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

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

Consultant

By: _____
, President

Date: _____

****

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

_____
(Procurement Analyst)

By: _____
, Procurement Supervisor

_____
(Procurement Analyst)

Date: _____

As authorized by Section 8.153 Seminole County Administrative Code.

OC #_____ ON #_____

WORK ORDER
TERMS AND CONDITIONS

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

b) Term: This Work Order shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Work Order, unless terminated earlier in accordance with the termination provisions herein.

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

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

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

(i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.

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

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

(iv) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) or Fixed Fee Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories.
The CONSULTANT shall submit a written request to the County for approval of any substitution prior to the utilization of any labor category for service, and the County's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and

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

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

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

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

Salary Rates for All Personnel and Positions

Labor Category	Raw Hourly Rate	Multiplier	Billing Rate
Project Principal	72.12	2.9	$ 209.15
Principal Project Manager	50.48	2.9	$ 146.39
Project Architect	36.06	2.9	$ 104.57
Production Architect	28.85	2.9	$ 83.67
Construction Admin	28.85	2.9	$ 83.67
Clerical	24.04	2.9	$ 69.72

Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS-4053-08/RTB* are accurate, complete, and current as of March 20th, 2009 **. This certification includes the wage rates and other factual unit costs supporting a Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm C.T. Hsu + Associates, P.A.

Signature

Name C.T. Hsu, F AIA, LEED AP

Title President

Date of execution*** March 20th, 2009

*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., PS No.).

**Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on compensation.

***Insert the day, month, and year of signing.

(End of certificate)

SAMPLE MULTIPLIER COMPUTATION

(a)	Direct Labor Cost	$219,575.00	=	100%
(b)	GA & O Cost*			
	Allowable GA & 0 Costs	$285,565.00	=	130.05%
	Direct Labor Cost	$219,575.00		
(c)	Fringe Benefit Cost			
	Fringe Benefits Cost	$60,264.00	=	27.45%
	Direct Labor Cost	$219,575.00		
(d)	Total of (a), (b), & (c)	Combined Rate	=	257.50%
(e)	Profit	10% of 257.50%	=	25.75%
(f)	Total Multiplier	(257.50% + 25.75%)/100	=	**2.83 M**

ACTUAL MULTIPLIER COMPUTATION

Multiplier Computation Breakdown Indicated As Percentage of Direct Labor Costs:

FIRM NAME: C.T. HSU + Associates, P.A.	**Cost**	**Function**	**Actual**	**County CAP (If Required)**
(a) Direct Labor Cost	736,857.58	**100.00%**	**100.00%**	**100.00%**
(b) GA & O Cost *				
Allowable GA & O Costs	1,565,808.89	**divide (/)**	**212.50%**	
Direct Labor Cost	736,857.58			
(c) Fringe Benefit Cost				
Fringe Benefit Cost	475,432.39	**divide (/)**	**64.52%**	
Direct Labor Cost	736,857.58			
MAX 162.00% (b+c)	Combined Rate	**Sub-Total**	**277.02%**	**162.00%**
(d) Total of (a) + Sub-Total (c)	Combined Rate	**sum (+)**	**377.02%**	**262.00%**
(e) Profit (% of d) =	377.02	**10.00%**	**37.72%**	**28.22%**
(MAX 11.00%)	(d)			**(11.00%)**
(f) Total Multiplier	Combined Rate	**sum(+);**		
Total of [(d+e)/100]		**divide (/)**	**4.15**	**2.90**

* Based most recent year's audit **(2005)**

I hereby certify that to the best of my knowledge that the above rates are true and accurate. If the "Total Multiplier" submitted by my firm is larger than Seminole County's maximum allowable multiplier of **2.90**, then the County's multiplier of **2.90** will be used under this Agreement.

Name & Title Date

Enclosure (1)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Construction Contract: CC-4259-09/DRR - Reclaimed Retrofit Phase II - Alaqua Lakes

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

AUTHORIZED BY: Frank Raymond **CONTACT:** Diane Reed **EXT:** 7120

MOTION/RECOMMENDATION:
Award CC-4259-09/DRR - Reclaimed Retrofit Phase II - Alaqua Lakes in the amount of $2,999,560.00 to Cathcart Contracting Company of Winter Springs, Florida.

County-wide Ray Hooper

BACKGROUND:

CC-4259-09/DRR will provide all labor, materials, equipment, tools, transportation, services and incidentals necessary for the construction of approximately 39,000 linear feet of reclaim water main pipelines (4-inch to 20-inch diameter), individual reclaim water services/meters, related appurtenances and other related work within private right-of-ways for an existing residential neighborhood within the County right-of-way, at the intersection of Lake Mary Boulevard and Markham Woods Road.

The project was publicly advertised and the County received thirteen (13) bids, one of which was found to be non-responsive. The Review Committee consisting of Carol Hunter, Principal Engineer; Mike Harber, Engineer; and Richard Smith, Inspector; all from the Environmental Services Department reviewed the responses. Consideration was given to bid price, qualifications and experience.

The Review Committee recommends award to the lowest priced responsive, responsible bidder, Cathcart Contracting Company of Winter Springs, Florida, in the amount of $2,999,560.00. The completion time for this project is three hundred and sixty-five (365) calendar days to Substantial Completion, and an additional sixty (60) calendar days to Final Completion, for a total Agreement time of four hundred and twenty-five (425) calendar days from the issuance of a Notice-To-Proceed by the County. The backup documentation includes the Tabulation Sheet.

The Engineer's estimate for this project was $5,877,300.00. Funds are available in Residential Reclaim Retro II (Account #087817.560650, CIP #00217201).

STAFF RECOMMENDATION:
Staff recommends that the Board award CC-4259-09/DRR - Reclaimed Retrofit Phase II - Alaqua Lakes in the amount of $2,999,560.00 to Cathcart Contracting Company of Winter Springs, Florida.

ATTACHMENTS:

1. CC-4259-09_DRR - Award Agreement (Cathcart)
2. CC-4259-09_DRR - Backup Documentation

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

CONSTRUCTION SERVICES AGREEMENT
RECLAIMED RETROFIT PHASE II - ALAQUA LAKES
(CC-4259-09/DRR)

THIS AGREEMENT is dated as of the _____ day of _____ 20___, by and between **CATHCART CONTRACTING COMPANY**, duly authorized to conduct business in the State of Florida, whose address is 1056 Willa Springs Drive, Winter Springs, Florida 32708, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, including the Scope of Services (attached hereto as Exhibit A) and the solicitation package and all addenda thereto. The Work is generally described as Reclaimed Retrofit Phase II-Alaqua Lakes.

The Project for which the Work under the Contract Documents is a part is generally described as Reclaimed Retrofit Phase II-Alaqua Lakes.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Woolpert, Inc., whose address is 3504 Lake Lynda Drive, Suite 400, Orlando, Florida 32817-1484.

(b) "CEI" is the Seminole County Engineer or COUNTY's contracted Consultant for construction, engineering and inspection

("CEI") services. As named in the Contract Documents, "CEI" shall mean CH2M Hill, whose address is 225 E. Robinson Street, Suite 505, Orlando, Florida 32801.

SECTION 3. CONTRACT TIME.

(a) All provisions regarding Contract Time are essential to the performance of this Agreement.

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within three hundred sixty-five (365) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within sixty (60) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not limited to, utility relocations and conflicts unless the utility

related time impacts exceed thirty (30) Days impact on Controlling Items of Work in accordance with the Project Schedule.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is TWO MILLION NINE HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS ($2,999,560.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions;

(4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to its responsibilities to coordinate and sequence the Work of CONTRACTOR with the work of COUNTY with its own forces, the work of other utility contractors, and the work of others at the Project site.

SECTION 5. PAYMENT PROCEDURES.

(a) *Application for Payment.* CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

(b) *Progress Payments.* COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) *Final Payment.* Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

SECTION 6. ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage will be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time,

COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

SECTION 7. CONTRACTOR'S REPRESENTATIONS. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

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

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations and

examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent), and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement, acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine", and acknowledges that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by COUNTY, ENGINEER, or any agent relating to compliance with the Contract Documents shall not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) CONTRACTOR declares and agrees that COUNTY may require him to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be defective or fail in any way to comply with the Contract Documents. CONTRACTOR acknowledges that the above two (2) year repair, replace, and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) CONTRACTOR's resident Superintendent at the Work site shall be John Gregory, and this Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager after following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that it shall be solely responsible for payment of all fines and penalties of any

nature assessed to CONTRACTOR, COUNTY, or both by any governmental entity, district, or authority, or other jurisdictional entity, relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints, related to alleged damage caused by CONTRACTOR's performance of the Work, within ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that county-owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary

construction easements from subsequent Progress Payments or the retainage.

SECTION 8. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:

(1) This Agreement;

(2) Bid Form, attached hereto as Exhibit B;

(3) Trench Safety Act, attached hereto as Exhibit C; and

(4) American with Disabilities Act Affidavit, attached hereto as Exhibit D;

(b) As the Project progresses, additional documents shall become part of the Agreement between COUNTY and CONTRACTOR. These documents are:

(1) Performance Bond;

(2) Payment Bond;

(3) Material and Workmanship Bond;

(4) Specifications;

(5) Technical Specifications Provided in these Contract Documents;

(6) General Conditions;

(7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;

(8) Notice to Proceed;

(9) Change Orders;

(10) Certificate of Substantial Completion;

(11) Certificate of Final Inspection;

(12) Certificate of Engineer;

(13) Certificate of Final Completion;

(14) Contractor's Release;

(15) Drawings and Plans;

(16) Supplemental Agreements;

(17) Contractor's Waiver of Lien (Partial);

(18) Contractor's Waiver of Lien (Final and Complete);

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

(20) Consent of Surety to Final Payment;

(21) Instructions to Bidders; and

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

(c) There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

SECTION 9. LIQUIDATED DAMAGES.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense,

and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, TWO THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($2,600.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if CONTRACTOR has abandoned the Work.

SECTION 10. MISCELLANEOUS.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the

General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and any such assignment shall be void and of no effect. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

SECTION 11. CONTRACTOR'S SPECIFIC CONSIDERATION. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

SECTION 12. NOTICES. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must

be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Environmental Services Department
500 W. Lake Mary Boulevard
Sanford, FL 32773

For CONTRACTOR:

Cathcart Contracting Company
1056 Willa Springs Drive
Winter Springs, FL 32708

SECTION 13. CONFLICT OF INTEREST.

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

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

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

SECTION 14. MATERIAL BREACHES OF AGREEMENT.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

CATHCART CONTRACTING COMPANY

_____
JOHN CATHCART, CEO

By:_____
MATTHEW BLANTON, President

(CORPORATE SEAL)

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BOB DALLARI, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
AEC/lpk
4/1/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\CC-4259-09.doc

Attachments:
- Exhibit A - Scope of Services
- Exhibit B - Bid Form
- Exhibit C - Trench Safety Act
- Exhibit D - American with Disabilities Act Affidavit

CC-4259-09/DRR-Reclaimed Retrofit Phase II-Alaqua Lakes

Scope of Work

This agreement will provide for the construction of approximately 39,000 linear feet of reclaim water main pipelines (4-inch to 20-inch diameter), individual reclaim water services/meters and related appurtenances and other related work within private right-of-ways of an existing residential neighborhood and within County right-of-way at the intersection of Lake Mary Boulevard and Markham Woods Road.

EXHIBIT B

Purchasing Copy

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: Reclaimed Retrofit Phase II-Alaqua Lakes
COUNTY CONTRACT NO. CC-4259-09/DRR

Name of Bidder: Cathcart Contracting Company

Mailing Address: 1056 Willa Springs Dr.

Street Address: Winter Springs, FL 32708

City/State/Zip:

Phone Number: (407) 629 2900 xt. 4

FAX Number: (407) 677 4212

Contractor License Number: CGC 051005 CUC 057230

TO: Purchasing and Contacts Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 2, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

BID SUBMITTAL CHECKLIST

The Bidder acknowledges the receipt, execution, and return of the following forms:

Section	Form	Included ☑
00100	Bid (addendum acknowledged)	✓
	Bid Security (acceptable type)	✓
00110	Trench Safety Act	✓
00120	Bidder Information (inc. W-9)	✓
00200	Non-Collusion Affidavit of Bidder	✓
00300	Certification of Non-segregated Facilities	✓
00310	Americans with Disabilities Act	✓
00320	Drug-Free Workplace	✓
00330	Public Entity Crimes	✓
00340	Compliance with Public Records	✓

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 18th day of March, 2009.

Cathcart Contracting Company

(Name of BIDDER)

(Signature of person signing this BID FORM)

Matt T. Blanton, President

(Printed name of person signing this BID FORM)

Matt T. Blanton, President

(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS Bidders Bond

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

SEMINOLE COUNTY ENVIRONMENTAL SERVICES

RESIDENTIAL RECLAIMED WATER MAIN RETROFIT

PHASE II-ALAQUA LAKES SUBDIVISION

CC-4259-09/DRR

BID SCHEDULE

Item No	Item Description	Unit	Quantity	Unit Price	Total Price
1	Bonds, Insurance, Mobilization and Permits	LS	1	131262	131 262
2	20" Reclaimed Water Main (Directional Drill Method)	LF	1,875	135	253 125
3	16" Reclaimed Water Main (Directional Drill Method)	LF	2,005	87	174 435
4	12" Reclaimed Water Main (Directional Drill Method)	LF	6,005	47	282 235
5	8" Reclaimed Water Main (Directional Drill Method)	LF	7,830	27	211 410
6	6" Reclaimed Water Main (Directional Drill Method)	LF	10,975	21	230 475
7	4" Reclaimed Water Main (Directional Drill Method)	LF	8,885	15	133 275
8	20" Reclaimed Water Main (Open Cut Method)	LF	920	81	74520
9	12" Reclaimed Water Main (Open Cut Method)	LF	105	44	4620
10	Bore and Jack Casing Pipe (2 locations)	LF	300	301	90300
11	Bore and Jack Carrier Pipe (2 locations)	LF	340	138	46920
12	20" Gate Valve w/ Box	EA	7	10 375	72625
13	16" Gate Valve w/ Box	EA	3	5827	17481
14	12" Gate Valve w/ Box	EA	10	2203	22030
15	8" Gate Valve w/ Box	EA	9	1446	13014
16	6" Gate Valve w/ Box	EA	10	1180	11800
17	4" Gate Valve w/ Box	EA	14	1053	14742
18	3/4" Reclaimed Water Meter and Meter Box	EA	531	486	258 066
19	New Domestic 1" Single Short Recl. Water Service	EA	91	411	37 401
20	New Domestic 1-1/2" Double Short Recl. Water Service	EA	76	590	44 840
21	New Domestic 1" Single Long Recl. Water Service	EA	82	1115	91 430
22	New Domestic 1-1/2" Double Long Recl. Water Service	EA	102	1256	128 112
23	New Domestic 2" Single Long Recl. Water Service	EA	1	1849	1849
24	New Domestic 2" Double Long Recl. Water Service	EA	1	3500	3500
25	3/4" Potable Water Meter	EA	515	387	199 305
26	Dual Check Valve Assembly	EA	515	555	285 825
27	2" Reclaimed Blow-Off Valve	EA	17	1559	26 503
28	Pavement Removal and Roadway Base Replacement	SY	520	36	18 720
29	Pavement Milling and Resurfacing	SY	1,520	20	30 400
30	Remove and Replace Curb and Gutter	LF	120	22	2 640
31	Restoration	LS	1	72000	72 000
32	Maintenance of Traffic (Markham Woods Road area only)	LS	1	14700	14700
				TOTAL BASE BID	2 999 560

106048.001
1/15/2009

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents from the COUNTY directly or via the website (www.seminolecountyfl.gov/purchasing).

BID FORM

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID 2,999,560

Numbers

Two million nine hundred ninety nine thousand five hundred sixty dollars

(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of $250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.

2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

EXHIBIT C

TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs **are not a separate pay item.** The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

TRENCH SAFETY MEASURE	UNITS OF MEASURE	QUANTITY	UNIT COST	EXTENDED COST
Ladder	LS	1	100	100
Shoring	LS	1	5000	5000

TOTAL $ 5100

Matt T. Blanton, President
Printed Name

Signature

Cathcart Contracting Company
Bidder Name

3/18/2009
Date

EXHIBIT (D)

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: Cathcart Contracting Company
1056 Willa Springs Dr.
Winter Springs, FL 32708

Signature:

Printed Name: Matt T. Blanton, President

Title: Matt T. Blanton, President

Date: 3/18/2009

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 18th day of March, 2009, by Matt T. Blanton of Cathcart Contracting Company firm), on behalf of the firm. He/She is personally known to me or has produced — identification.

Print Name Jeff M. Turek
Notary Public in and for the County and State Aforementioned

Notary Public State of Florida
Jeff M Turek
My Commission DD814
Expires 08/12/2012

My commission expires: 8/12/2012

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

BID NUMBER: **CC-4259-09/DRR**
PROJECT TITLE: Reclaimed Retrofit Phase II-Alaqua Lakes

BID OPENING DATE: March 18, 2009 at 2:00 P.M. Eastern

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

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	Mercon Construction Co. 133 E. Pine Avenue Longwood, FL 32750 Mehrdad Moradi (407) 260-6710 (Phone) (407) 260-6714 (Fax)	**Cathcart Contracting Company 1056 Willa Springs Drive Winter Springs, FL 32708 Matt T. Blanton (407) 629-2900 x21 (Phone) (407) 677-4212 (Fax)**	**Allstate Paving, Inc 5284 Patch Rd Orlando, FL 32822 Dan Phillips (407) 277-5247 (Phone) (407) 273-7146 (Fax)**	**B&B Underground Contractors, Inc 6900 Dwight Road West Palm Beach, FL 33411 Austin Oneal Bates (561) 682-3310 (Phone) (561) 682-3304 (Fax))**
Total Amount of Bid	**$2,933,919.00***	**$2,999,560.00**	**$3,084,600.00**	**$3,177,345.00**
Trench Safety Act	**Yes**	Yes	Yes	Yes
Bidder Information Form	**Yes**	Yes	Yes	Yes
Non-Collusion Affidavit	**Yes**	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	**Yes**	Yes	Yes	Yes
Americans w/Disabilities Act	**Yes**	Yes	Yes	Yes
Drug-Free Workplace Form	**Yes**	Yes	Yes	Yes
Public Entity Crimes Form	**Yes**	Yes	Yes	Yes
Experience of Bidder	**Yes**	Yes	Yes	Yes
Bid Bond	**No**	Yes	Yes	Yes
W-9	**Yes**	Yes	No	Yes
Compliance w/ Public Records	**Yes**	Yes	Yes	Yes

Non-Responsive:
No Bid Bond

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

BID NUMBER: **CC-4259-09/DRR**

ITEM DESCRIPTION	Response #5	Response #6	Response #7	Response #8
	Danella Utility Construction 790 NE 48 Street Pompano Beach, FL 33364 John Bass (954) 691-1720 (Phone) (954) 691-1719 (Fax)	A&L Underground, Inc 8375 Melrose Dr Lenexa, KS 66214 Kurt Gowdy (913) 438-2981 (Phone) (913) 438-3815 (Fax)	Infratech Corporation 2036-A Baker Court Kennesaw, GA 30144 Christopher V. Prangley (407) 814-8644 (Phone) (407) 814-8044 (Fax)	Volt Information Sciences, Inc 12700 56th Street North Clearwater, FL 33760 Robert Hines (727) 571-2268(Phone) (727) 571-1990 (Fax)
Total Amount of Bid	**$3,328,612.00**	**$3,351,860.00**	**$3,435,110.26***	**$3,445,685.25**
Acknowledge addenda 1-2	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	No	Yes
W-9	Yes	Yes	Yes	Yes
Compliance w/ Public Records	Yes	Yes	Yes	Yes

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

BID NUMBER: **CC-4259-09/DRR**

ITEM DESCRIPTION	Response #9	Response #10	Response #11	Response #12	Response #13
	T B Landmark Construction 11220 New Berlin Rd Jacksonville, FL 32226 Robin Thigpin (904) 751-1016 (Phone) (904) 751-4125 (Fax)	MasTec North America 7221 E. Martin Luther King Blvd. Tampa, FL 33619 Charles Duff (813) 621-0881 (Phone) (813) 626-3740 (Fax)	Gregory Electric Co. Inc 2124 College St Columbia, SC 29205 Lisa Phillips (803) 748-1122 (Phone) (803) 748-1102 (Fax)	AJC Construction 8046A Presidents Dr. Orlando, FL 32809 Alexander Caputo 407-855-5572-(Phone) 407-855-4922-(Fax)	Cornerstone Businesses, Inc 3936 Paul S. Buchman Hwy. Zephyrhills, FL 33542 Charles Duff (813) 715-0808 (Phone) (813) 715-0910 (Fax
Total Amount of Bid	**$3,640,318.25**	**$3,669,190.78***	**$3,831,899.42**	**$4,220,000.00**	**$4,943,105.50***
Acknowledge addenda 1-2	Yes	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes	Yes
Public Entity Crimes Form	Yes	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes	Yes
W-9	Yes	Yes	Yes	Yes	Yes
Compliance w/ Public Records	Yes	Yes	Yes	Yes	Yes

Bid Opening: March 18, 2009 at 2:00 p.m., Purchasing and Contracts Conference Room 3223, 1101 E. First St, Sanford, FL 32771
*Corrected Total
Bid Tabulated by Jacqui Perry, Senior Procurement Analyst
(Posted by Diane Reed on March 20, 2008 @ 10:00 am Eastern)

Recommendation of Award: Cathcart Contracting Company (updated by D. Reed 4/2/2009 @ 3:00 PM)

BCC Agenda Date: April 28, 2009

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: IFB-600592-09/GMG - Term Contract for Supply & Service of Controllers, Cabinets with Ethernet & Miscellaneous Appurtenances & Components

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

AUTHORIZED BY: Frank Raymond **CONTACT:** Gloria Garcia **EXT:** 7123

MOTION/RECOMMENDATION:
Award IFB-600592-09/GMG –Term Contract for Supply & Service of Controllers, Cabinets with Ethernet & Miscellaneous Appurtenances & Components to Naztec, Inc., Sugar Land, Texas (Term Contract).

County-wide Ray Hooper

BACKGROUND:

IFB-600592-09/GMG will provide for all labor, materials, equipment, coordination, transportation and incidentals necessary to furnish and install controllers, cabinets with Ethernet and miscellaneous appurtenances and components for Traffic Engineering Operations. This project was publicly advertised and the County received one (1) submittal in response to the solicitation. This project was advertised and posted for thirty (30) days. The history for these products and services indicate that Naztec, Inc., is the only company that has responded to this type of procurement. Consideration was given to the responsibility, responsiveness, price proposal and past performance of the firm. The Review Committee comprised of Charles Wetzel, Assistant County Traffic Engineer; and Chad Dickson, ATMS Coordinator, reviewed the response. This company has been providing these products and services for Seminole County and surrounding jurisdictions with excellent performance tracking for the past years.

This project is a rebid of IFB-3087-04/GMG, which was awarded by the Board of County Commissioners on April 24, 2004, to run for a total period of six (6) years. Previously, the County was piggybacking from the City of Orlando to acquire these items and components from Naztec, Inc. Due to the requirement of highly technical components that were not included in the City of Orlando contract, the County determined to competitively bid out this project, which was publicly advertised, one (1) submittal from Naztec, Inc. was received in response to the solicitation. The prices are comparable with previous pricing schedules and are found to be reasonable in the market place for those types of commodities and services. The bid tabulation sheet and the Contractor's total bid amount listed on the price schedule reflects the sum of the unit prices of the 269 bid items, which amounts to $6,285,642.00. This amount is not intended as a purchasing authority, but was to be used for comparative purposes if other bids were received.

Authorization for delivery of materials and services by the Contractor under this Agreement shall be in the form of written Release Orders issued and executed by the County for a fixed fee basis, including any and all reimbursable expenses. The agreement shall take effect on

the date of its execution by the County and shall run for a period of three (3) years. At the sole option of the County, the agreement may be renewed for three (3) successive periods not to exceed one (1) year each. The estimated annual usage of the contract is approximately $400,000.00 per year.

STAFF RECOMMENDATION:

Staff recommends that the Board to award IFB-600592-09/GMG - Term Contract for Supply & Service of Controllers, Cabinets with Ethernet & Miscellaneous Appurtenances & Components to Naztec, Inc., Sugar Land, Texas (Term Contract).

ATTACHMENTS:

1. Consensus Form
2. Tabulation Sheet/Status
3. Term Agreement IFB-600592-09

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

IFB-600592-09/GMG – Term Contract for Supply & Service of Controllers, Cabinets with Ethernet & Miscellaneous Appurtenances & Components

Consensus Form

APPLICANT NAMES:

Naztec, Inc.

REVIEW COMMITTEE MEMBERS:
Charlie Wetzel
Chad Dickson

RECOMMENDATION FOR AWARD: Naztec, Inc.

DATE: 4/2/09

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: ***Cost/Past Performance***

Naztec was the only bidder as expected. They have been on contract for many years with fine service and products. We look forward to continuing to do business with Naztec.

Charlie Wetzel
Chad Dickson

Department of Administrative Services
Purchasing and Contracts Division
1101 East First Street, Room 3208
Sanford, FL 32771
Phone: 407-665-7123; Fax: 407-665-7956

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

Project: IFB-600592-09/GMG – Term Contract for Supply & Service of Controllers, Cabinets with Ethernet & Miscellaneous Appurtenances & Components

Date: March 25, 2009

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

ITEM DESCRIPTION	***Response 1***
	Naztec, Inc. PO Box 765 Sugar Land, TX 77487 (281) 240-7233 – Phone (281) 240-7238– Fax Bryan B. Beyer
Estimated Annual Amount of Bid	**$6,285,642.00**

Tabulated by: Gloria M. García, Senior Procurement Analyst Posted: 3/25/2008 at 3:15 PM
*Recommendation of Award: Naztec, Inc. for **BCC approval on 4/28/2009**. Posted: 3/30/2009 at 4:00 PM*

Outstanding Agency Accreditation Achievement Award NIGP

TERM CONTRACT FOR SUPPLY AND SERVICE OF CONTROLLERS, CABINETS WITH ETHERNET AND MISCELLANEOUS APPURTENANCES, AND COMPONENTS (IFB-600592-09/GMG)

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____, by and between **NAZTEC, INC.**, duly authorized to conduct business in the State of Florida, whose address is P.O. Box 765, Sugar Land, Texas 77487, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to supply and service controllers, cabinets with Ethernet and miscellaneous appurtenances, and components for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide services and materials as described above and desires to provide such according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services and equipment as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services and equipment shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone

does not authorize services or purchases of equipment or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services and equipment authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services and equipment by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services and equipment required and shall state the dates for performance of services and delivery of equipment and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services and equipment contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by COUNTY for supply and service of controllers, cabinets with Ethernet and miscellaneous appurtenances, and components.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

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

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

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

Public Works/Traffic Engineering
140 Bush Loop
Sanford, Florida 32773

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

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory performance of services and receipt of equipment required hereunder and upon acceptance of the services and equipment by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

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

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at

CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

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

SECTION 8. RESPONSIBILITIES OF CONTRACTOR. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services or equipment required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

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

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued

pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to

this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

SECTION 17. INSURANCE.

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

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

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

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of

the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

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

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until

such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

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

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

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

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida

Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

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

$100,000.00	(Each Accident)
$100,000.00	(Disease-Policy Limit)
$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

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

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

	LIMITS
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$300,000.00
Each Occurrence Limit	$300,000.00

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$300,000.00

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

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to ensure that all of its subcontractors performing services under this

Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

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

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

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

SECTION 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or

more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

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

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONTRACTOR is to

be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

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

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Public Works/Traffic Engineering
140 Bush Loop
Sanford, Florida 32773

For CONTRACTOR:

NAZTEC, Inc.
P.O. Box 765
Sugar Land, Texas 77487

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

NAZTEC, INC.

_____
, Secretary

By:_____
, President

(CORPORATE SEAL)

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BOB DALLARI, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

_____
County Attorney

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order

AEC/sjs
3/2/09, 4/3/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\IFB-600592-09.doc

EXHIBIT A

Section 1 –
Description of Services

The Contractor shall be responsible for all labor, materials, equipment, coordination, transportation and incidentals necessary to furnish and install controllers, cabinets with Ethernet and miscellaneous appurtenances and components.

Authorization for services by the successful Contractor (s) under this Agreement shall be in the form of written Release Orders issued and executed by the County on an as needed basis.

Section 4 –
Price Schedule

PROJECT: **IFB-600592-09/GMG – Term Contract for Supply & Service of Controllers, Cabinets with Ethernet & Miscellaneous Appurtenances & Components**

Name of Bidder: Naztec, Inc.

Mailing Address: P. O. Box 765 Sugar Land, Texas 77487

Street Address: 820 Park Two Dr.

City/State/Zip: Sugar Land, Texas 77478

Phone Number: (___) 281-240-7233 FAX Number: (___) 281-240-7238

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to provide services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. ——— through ———, on file at the Purchasing and Contracts Division for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Part I Subtotal:	$ 4,477,291
Part II Subtotal:	$ 683,350
Part III Subtotal:	$ 1,020,402
Part IV Subtotal:	$ 104,599
TOTAL AMOUNT OF BID:	$ 6,285,642

IN WITNESS WHEREOF, BIDDER has hereunto executed this PRICE SCHEDULE FORMS this 23 day of March, 20 09.

Naztec, Inc.
(Name of BIDDER)

(Signature of person signing FORM)

Bryan B. Beyer, Systems Manager
Printed name and title of person signing FORM)

Price Schedule IFB-600592-09/GMG

PART I - SOFTWARE

Item #	Description	Unit Price
1	Naztec Regional Traffic Signal Control	$ 75,000
2	Naztec CCTV – Camera Control Module	$ 25,000
3	Naztec Dynamic Message Signs Module	$ 25,000
4	Naztec Incident Management Module	$ 25,000
5	Naztec Parking Guidance Module	$ 35,000
6	Naztec Adaptive Central Control Module	$ 275,000
7	Naztec Traffic Responsive Module	$ 75,000
8	Naztec Transit Priority Module	$ 125,000
9	Naztec Traveler Information Module	$ 35,000
10	Naztec Traffic Maintenance Module	$ 35,000
11	Naztec Local Adaptive Control Module per Intersection	$ 1,750
12	Naztec Local 2070 software	$ 700
13	Naztec Local NTCIP Transit Priority Module	$ 1,200
14	Naztec WEB.now	$ 35,000
15	Naztec AVL.now Public Vehicle Tracking Module	$ 375,000
16	Naztec EMERGENCY.now	$ 2,100,000
17	Naztec PRIORITY.now	$ 1,200,000

COMPANY: Naztec, Inc.

Item #	Description	Unit Price
18	Naztec PARTNER.now for Palm™ or Windows™ Mobile	$ 2,995
19	Naztec Windows™ Mobile GPS/GIS Interface	$ 10,000
20	Latest Synchro/SimTraffic from Trafficware	$ 4,098
21	Latest 3D Viewer from Trafficware	$ 999
22	Latest Warrants from Trafficware	$ 549
23	Naztec Laptop Upload/Download Software	$ 5,000
24	Naztec Desktop Upload/Download Software	$ 10,000
	SUBTOTAL FOR PART I	$ 4,477,291

COMPANY: Naztec, Inc

PART II – LABOR:

Item #	Description	Unit Price
1	Naztec Database Conversion per intersection	$ 250
2	Naztec Database Conversions for 100 intersections	$ 20,000
3	Intersection graphic per location	$ 250
4	Intersection graphics for 100 locations	$ 20,000
5	Training Cost – Naztec Central System	$ 6,500
6	Training Cost – Naztec Field Hardware	$ 6,500
7	Integration of Naztec CCTV – Camera Control Module	$ 15,000
8	Integration of Naztec Dynamic Message Signs Module	$ 15,000
9	Integration of Naztec Incident Management Module	$ 15,000
10	Integration of Naztec Parking Guidance Module	$ 15,000
11	Integration of Naztec Adaptive Control Module	$ 45,000
12	Integration of Naztec Transit Priority Module	$ 45,000
13	Integration of Naztec Traveler Information Module	$ 15,000
14	Integration of Naztec Traffic Maintenance Module	$ 15,000
15	Integration of Naztec Local Adaptive Control Module	$ 15,000
16	Professional Engineering Services on Naztec equipment	$ 100
17	Software Engineering Services on Naztec software	$ 150
18	On-site Service per day plus component expense for Naztec equipment	$ 1,500

COMPANY: Naztec, Inc

Item #	Description	Unit Price
19	3-day on-site install/test for Naztec equipment	$ 4,500
20	Install Server Software for Naztec equipment	$ 2,500
21	Install Workstation Software for Naztec equipment	$ 1,200
22	Technical Engineering Services for Naztec equipment	$ 100
23	Naztec Cabinet Install	$ 4,600
24	Naztec Controller Install	$ 2,500
25	Update intersection timing with data collection per intersection for Naztec Controllers using existing Synchro Files	$ 4,800
26	Update intersection timing with data collection per intersection for Naztec Controllers generating new Synchro Files	$ 6,000
27	Update intersection timing per intersection for Naztec Controllers using existing Synchro Files	$ 3,000
28	Update intersection timing per intersection for Naztec Controllers generating new Synchro Files	$ 4,500
29	Data collection for signal timing for Naztec controllers	$ 2,000
30	Implement Adaptive per intersection for Naztec Controllers	$ 4,500
31	Implement Traffic Responsive plan selection per intersection for Naztec Controllers	$ 2,850
32	EMERGENCY.now yearly maintenance	$ 210,000
33	PRIORITY now yearly maintenance	$ 120,000
34	ATMS. now yearly Maintenance	$ 7,500
35	Adaptive Responsive yearly Maintenance	$ 45,000
36	Traffic Responsive yearly Maintenance	$ 7,500
37	Repair Charge (parts not included) per hour	$ 50
	SUBTOTAL FOR PART II	$683,350

COMPANY: Naztec, Inc

PART III - FIELD HARDWARE

Item #	Description	Unit Price
1	Naztec 980 TS2-1 Controllers 2 Port	$ 1,550
2	Naztec 980 TS2-2 Controllers 2 Port	$ 1,850
3	Naztec 980 TS2-1 Controllers w/ Ethernet 2 Port	$ 2,350
4	Naztec 980 TS2-2 Controllers w/ Ethernet 2 Port	$ 2,450
5	Naztec 980 TS2-1 Controllers 4 Port	$ 2,050
6	Naztec 980 TS2-2 Controllers 4 Port	$ 2,350
7	Naztec 980 TS2-1 Controllers w/ Ethernet 4 Port	$ 2,850
8	Naztec 980 TS2-2 Controllers w/ Ethernet 4 Port	$ 2,950
9	Naztec ATC Controller	$ 2,850
10	Naztec ATC Controller Upgrade	$ 1,650
11	Naztec ATC Controller Upgrade for new cabinet purchase	$ 1,350
12	Naztec 980 ENET Upgrade	$ 1,250
13	Naztec BIU w/ RS232	$ 300
14	Naztec TS2 Cabinet Power Supply	$ 350
15	Naztec Detectors 2-Channel	$ 125
16	Naztec Detectors 4-Channel	$ 250
17	Naztec Detectors 2-Channel LCD	$ 225
18	Naztec Detectors 4-Channel LCD	$ 350

COMPANY: Naztec, Inc

Item #	Description	Unit Price
19	Naztec TS1 Shelf Detector 1-Channel	$ 125
20	Naztec MMU w/ RS232	$ 575
21	Naztec MMU w/ RS232 Tri Color	$ 675
22	Naztec MMU LCD	$ 875
23	Naztec MMU LCD w/ Ethernet	$ 925
24	Naztec CMU LCD w/ RS232	$ 675
25	Load Switches for a Naztec cabinet	$ 30
26	Flasher for a Naztec cabinet	$ 30
27	Flash Relay for a Naztec cabinet	$ 30
28	Naztec ISO Interface Panel	$ 250
29	Naztec Loop Interface Panel	$ 300
30	Naztec Communication Panels	$ 150
31	Naztec D Connector Panel	$ 300
33	Naztec Microwave Detector interface panel	$ 300
34	Naztec Fiber Interface Panel	$ 350
35	Naztec External FSK Modem	$ 300
36	Naztec Modem cable for dial-up/fiber/FSK/Radio Modems	$ 25
37	Naztec External Dial-Up Modem	$ 25
38	Naztec Punch down block interface	$ 50

COMPANY: Naztec, Inc

Item #	Description	Unit Price
39	Naztec 2070 Lite NEMA Controller	$ 3,600
40	Naztec 2070 Lite Controller	$ 3,000
41	Naztec 2070 FIO-8 NEMA	$ 1,250
42	Naztec TS2 Test Box	$ 2,500
43	Naztec RS232 Opto-Isolator Box w/ Cables	$ 300
44	Naztec Rack for FSK Rack Modems	$ 300
45	Naztec SDLC Cable	85
46	Naztec RS232 Cable	$ 25
47	Paint Naztec cabinet either inside or outside	$ 500
48	Naztec Chronomax Time Clock	$ 285
49	Naztec Chronomax Time Clock w/ Pigtail	$ 300
50	Naztec Flasher Cabinet w/o Time Clock or Pager Unit	$ 550
51	Naztec Chronomax Pager Unit Upgrade Kit	$ 500
52	Naztec Pager Verification Unit (1 needed for central)	$ 550
53	Naztec Chronomax IP Unit Upgrade Kit	$ 750
54	Naztec Central Pager Software	$ 1000
55	Naztec GPS Unit for local controller	$ 500
56	Naztec 1 Section 12" Black Polycarbonate Signal Head	$ 50
57	Naztec 3 Section 12" Black Polycarbonate Signal Head	$ 150

COMPANY: Naztec, Inc

Item #	Description	Unit Price
58	Naztec 5 Section 12" Black Polycarbonate Signal Head	$ 250
59	Naztec 1 Section 12" Black Aluminum Signal Head	$ 80
60	Naztec 3 Section 12" Black Aluminum Signal Head	$ 200
61	Naztec 5 Section 12" Black Aluminum Signal Head	$ 300
62	Naztec Pedestrian Clamshell	$ 175
63	Naztec Detector Surge Surrestor	$ 10
64	Naztec IP Traffic Counter (1-500)	$ 1550
65	Naztec IP Traffic Counter (500+)	$ 1400
66	Ethernet Card for Naztec Controller	$ 750
67	Cable to power a TS2-2 controller in a TS2-1 cabinet	$ 75
68	Generator Plug Adder to new Naztec cabinet	$ 750
69	Photo Cell Adder to new Naztec cabinet	$ 750
70	Rack Cabinet UPS Adder (Unit and 4 Batteries)	$ 3850
71	GPS Adder to new Naztec cabinet	$ 500
72	Naztec Rack Cabinet w/ UPS	$ 19,230
73	Naztec Rack Cabinet w/ UPS, Copper	$ 22,230
74	Naztec Rack Cabinet w/ UPS, Fiber	$ 21,230
75	Naztec Rack Cabinet w/ UPS, LCD, IP Monitor	$ 20,230
76	Naztec Rack Cabinet w/ UPS, Copper, LCD Dets, IP Monitor	$ 23,230

COMPANY: Naztec, Inc

Item #	Description	Unit Price
77	Naztec Rack Cabinet w/ UPS, Fiber, LCD Dets, IP Monitor	$ 22,230
78	Naztec Rack Cabinet w/ UPS, Copper, Encoder	$ 25,230
79	Naztec Rack Cabinet w/ UPS, Fiber, Encoder	$ 24,230
80	Naztec Rack Cabinet w/ UPS, Copper, LCD Dets, IP Monitor, Encoder	$ 26,230
81	Naztec Rack Cabinet w/ UPS, Fiber, LCD Dets, IP Monitor, Encoder	$ 25,230
82	Naztec Rack Cabinet w/ UPS w/o Controller	$ 18,230
83	Naztec Rack Cabinet w/ UPS, Copper w/o Controller	$ 21,230
84	Naztec Rack Cabinet w/ UPS, Fiber w/o Controller	$ 20,230
86	Naztec Rack Cabinet w/ UPS, Copper, LCD Dets, IP Monitor w/o Controller	$ 22,230
87	Naztec Rack Cabinet w/ UPS, Fiber, LCD Dets, IP Monitor w/o Controller	$ 21,230
88	Naztec Rack Cabinet w/ UPS, Copper, Encoder w/o Controller	$ 24,230
89	Naztec Rack Cabinet w/ UPS, Fiber, Encoder w/o Controller	$ 23,230
90	Naztec Rack Cabinet w/ UPS, Copper, LCD Dets, IP Monitor, Encoder w/o Controller	$ 25,230
91	Naztec Rack Cabinet w/ UPS, Fiber, LCD Dets, IP Monitor, Encoder w/o Controller	$ 24,230
92	Naztec Rack Cabinet w/ UPS w/o Controller, Monitor	$ 17,730
93	Naztec Rack Cabinet w/ UPS, Copper w/o Controller, Monitor	$ 20,730
94	Naztec Rack Cabinet w/ UPS, Fiber w/o Controller, Monitor	$ 19,730
95	Naztec Rack Cabinet w/ UPS, LCD, IP Monitor w/o Controller, Monitor	$ 18,730
96	Naztec Rack Cabinet w/ UPS, Copper, LCD Dets, w/o Controller, Monitor	$ 21,730

COMPANY: Naztec, Inc.

Item #	Description	Unit Price
97	Naztec Rack Cabinet w/ UPS, Fiber, LCD Dets, w/o Controller, Monitor	$ 20,730
98	Naztec Rack Cabinet w/ UPS, Copper, Encoder w/o Controller, Monitor	$ 23,730
99	Naztec Rack Cabinet w/ UPS, Fiber, Encoder w/o Controller, Monitor	$ 22,730
100	Naztec Rack Cabinet w/ UPS, Copper, LCD Dets, Encoder w/o Controller, Monitor	$ 24,730
101	Naztec Rack Cabinet w/ UPS, Fiber, LCD Dets, Encoder w/o Controller, Monitor	$ 23,730
102	Naztec Rack Cabinet 32 Channel Detection adder	$ 1,500
103	Naztec Video Detection 1 approach	$ 8,000
104	Naztec Video Detection 2 approach	$ 9,800
105	Naztec Video Detection 4 approach	$ 16,900
106	Naztec Video Detection 5 approach	$ 21,500
107	Naztec Video Detection 6 approach	$ 25,500
108	Naztec Video Cable per ft	$ 2
109	Naztec Inline Isolator	$ 250
110	Naztec Video Power Panel	$ 480
111	Naztec Video IP Comm. Board	$ 1,500
112	Naztec Video Rack Chasis	$ 400
113	Naztec Video Detection Camera	$ 1,200
114	Naztec Video 1 channel processor	$ 1,950
115	Naztec Video 2 channel processor	$ 3,000

COMPANY: Naztec, Inc

Item #	Description	Unit Price
116	Naztec Video mounting kit	$ 100
117	Naztec TS2-1 Controller & Type 4 Cabinet	$ 5,800
118	Naztec TS2-2 Controller & Type 4 Cabinet	$ 6,300
119	Naztec Type 4 Cabinet	$ 4,800
120	Naztec TS2-1 Controller & Type 4 Cabinet w/ Ethernet	$ 6,500
121	Naztec TS2-2 Controller & Type 4 Cabinet w/ Ethernet	$ 7,000
122	Naztec TS2-1 Controller & Type 4 Cabinet w/LCD	$ 6,300
123	Naztec TS2-2 Controller & Type 4 Cabinet w/LCD	$ 6,800
124	Naztec Type 4 Cabinet w/LCD	$ 5,300
125	Naztec TS2-1 Controller & Type 4 Cabinet w/ Ethernet, LCD	$ 7,000
126	Naztec TS2-2 Controller & Type 4 Cabinet w/ Ethernet, LCD	$ 7,500
127	Naztec TS2-1 Controller & Type 5 Cabinet	$ 6,210
128	Naztec TS2-2 Controller & Type 5 Cabinet	$ 6,710
129	Naztec Type 5 Cabinet	$ 5,210
130	Naztec TS2-1 Controller & Type 5 Cabinet w/ Ethernet	$ 6,910
131	Naztec TS2-2 Controller & Type 5 Cabinet w/ Ethernet	$ 7,410
132	Naztec TS2-1 Controller & Type 5 Cabinet w/LCD	$ 6,710
133	Naztec TS2-2 Controller & Type 5 Cabinet w/LCD	$ 7,210
134	Naztec Type 5 Cabinet w/LCD	$ 5,710

COMPANY: Naztec, Inc

Item #	Description	Unit Price
135	Naztec TS2-1 Controller & Type 5 Cabinet w/ Ethernet, LCD	$ 7,410
136	Naztec TS2-2 Controller & Type 5 Cabinet w/ Ethernet, LCD	$ 7,910
137	Naztec TS2-1 Controller & Type 6 Cabinet	$ 6,710
138	Naztec TS2-2 Controller & Type 6 Cabinet	$ 7,210
139	Naztec Type 6 Cabinet	$ 5,710
140	Naztec TS2-1 Controller & Type 6 Cabinet w/ Ethernet	$ 7,410
141	Naztec TS2-2 Controller & Type 6 Cabinet w/ Ethernet	$ 7,910
142	Naztec TS2-1 Controller & Type 6 Cabinet w/LCD	$ 7,210
143	Naztec TS2-2 Controller & Type 6 Cabinet w/LCD	$ 7,710
144	Naztec Type 6 Cabinet w/LCD	$ 6,210
145	Naztec TS2-1 Controller & Type 6 Cabinet w/ Ethernet, LCD	$ 7,910
146	Naztec TS2-2 Controller & Type 6 Cabinet w/ Ethernet, LCD	$ 8,410
147	Naztec Shelf Mount Cabinet Rack adder	$ 1,750
148	Naztec Shelf Mount Cabinet UPS adder	$ 5,700
149	Naztec Rear Door adder	$ 750
150	Naztec Cabinet Size Increase adder	$ 500
151	Naztec Cabinet 16 Channel Detection adder	$ 1,650
152	Naztec Cabinet 32 Channel Detection adder	$ 3,000
153	Naztec Empty Cabinet Shell Size 5	$ 1,200

COMPANY: Naztec, Inc.

Item #	Description	Unit Price
154	Naztec Empty Cabinet Shell Size 6	$ 1,500
155	Naztec UPS Inverter	$ 2,650
156	Naztec UPS Battery	$ 250
157	Naztec UPS Bypass	$ 300
158	EEPROM Module for Controller	$ 50
159	Blank MMU Card	$ 100
160	Internal Controller Power Supply	$ 350
161	Controller CPU Board	$ 1000
162	Controller CPU Piggy Back Board	$ 125
163	Controller I/O Board	$ 750
	SUBTOTAL FOR PART III	$ 1,020,402

COMPANY: Naztec, Inc

PART IV - NETWORK APPLIANCES

Item #	Description	Unit
1	Dell 2955 Server or equivalent for Naztec equipment	$ 8,200
2	Dell Precision Workstation or equivalent for Naztec equipment	$ 4,800
3	Dell Precision Remote Dial-up Workstations or equivalent for Naztec equipment	$ 4,800
4	Dell Latitude 5500 or equivalent Laptop for Naztec equipment	$ 2,800
5	APC Smart UPS 2200VA or equivalent for Naztec equipment	$ 2,500
6	Dell Network Rack System or equivalent for Naztec equipment	$ 5,500
7	Rack Mounted Modems Unit for Naztec equipment	$ 300
8	Rack Mounted Modems for Naztec equipment	$ 300
9	Rack for rack mounted FO modems (19" Rack for 20 Modems) for Naztec equipment	$ 500
10	Rack mounted FO modems for Naztec equipment	$ 1,350
11	Palm Pilot or equivalent w/ Naztec Interface Software	$ 500
12	Dell Windows Mobile or equivalent Mobile w/ naztec Interface Software	$ 750
13	Dell Windows Mobile w/GPS or equivalent Mobile w/ naztec Interface Software	$ 950
14	Local MDS 9810 or equivalent attached to Naztec controller	$ 2,350
15	Master MDS 9810 or equivalent attached to Naztec controller	$ 2,550
16	Local MDS INET2 or equivalent attached to Naztec controller	$ 2,750
17	Master MDS INET2 or equivalent attached to Naztec controller	$ 2,950
18	Power Supply for Radio attached to Naztec controller	$ 150

COMPANY: Naztec, Inc.

Item #	Description	Unit
19	Cisco 1410 or equivalent attached to Naztec controller	$ 6,500
20	Local MDS Mercury or equivalent attached to Naztec controller	$ 2,850
21	Master MDS Mercury or equivalent attached to Naztec controller	$ 3,750
22	3GB Omni-directional Antenna attached to a Naztec controller or central software	$ 400
23	6GB Omni-directional Antenna attached to a Naztec controller or central software	$ 600
24	9GB Omni-directional Antenna attached to a Naztec controller or central software	$ 750
25	Yagi Antenna attached to a Naztec controller	$ 300
26	Cable for Antenna (per foot) attached to a Naztec controller	$ 2
27	Radio Connector Kit	$ 50
28	Cisco IE3000 or equivalent Industrial Switch single-mode port attached to a Naztec controller	$ 2,150
29	Cisco IE3000 or equivalent Industrial Switch multi-mode port attached to a Naztec controller	$ 2,150
30	Foundry Layer 3 or equivalent attached to a Naztec controller	$ 9,250
31	Gbic Optics LX for switch attached to a Naztec controller	$ 250
32	Gbic Optics ZX for switch attached to a Naztec controller	$ 1,200
33	Gbic Optics MTRJ for switch attached to a Naztec controller	$ 350
34	Fiber Optic Patch Cables for switch attached to a Naztec controller	$ 125
35	Bosch Camera w/ PTZ or equivalent compatible with Naztec's ATMS	$ 3,550
36	Camera Cable per ft	$ 2
37	Coretec Video Encoder 1 channel or equivalent compatible with Naztec's ATMS	$ 2,540

COMPANY: Naztec, Inc

Item #	Description	Unit
38	Video Encoder 2 channel or equivalent compatible with Naztec's ATMS	$ 2,750
39	Video Encoder 4 channel or equivalent compatible with Naztec's ATMS	$ 3,250
40	Actelis ML688 or equivalent Copper Over Ethernet Device at Intersection attached to a Naztec controller	$ 3,250
41	Actelis ML1300 or equivalent Copper Over Ethernet Device at Hub attached to a Naztec controller	$ 14,580
	SUBTOTAL FOR PART IV	$ 104,599

COMPANY: Naztec, Inc,

EXHIBIT B

Board of County Commissioners

Seminole County, Florida

PURCHASE ORDER

Page 1

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE MUST REFERENCE THIS PURCHASE ORDER NUMBER.

SHIP TO:

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD FL 32771

ORDER TYPE:

ORDER DATE:

REQ. NUMBER:

ANALYST:

VENDOR NUMBER:

VENDOR:

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY:

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

REQUESTING DEPT/DIV:

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7661

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSONERS

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: RFP-600587-09/BJC - Term Contract for Irrigation System Evaluation Services

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

AUTHORIZED BY: Frank Raymond **CONTACT:** Betsy Cohen **EXT:** 7112

MOTION/RECOMMENDATION:
Award RFP-600587-09/BJC - Term Contract for Irrigation System Evaluation Services to Clear Water Products and Services, Inc., Winter Springs (Term Contract).

County-wide Ray Hooper

BACKGROUND:

RFP-600587-09/BJC - Term Contract for Irrigation System Evaluation Services will provide for irrigation system evaluations, site-specific recommendations, installation, repairs or replacement of automatic shutoff device (ASD), and education on other indoor and outdoor water conservation techniques. The scope of services will include, but are not limited to, preparation and submittal for approval of a Project Management Plan (PMP) describing in detail each activity that will be performed; weekly customer contact report; monthly evaluation and recommendations report; schedule appointments for irrigation evaluations utilizing customer contact information provided by County; make reminder phone calls; provide irrigation evaluation and education services; follow up with each participant within forty-five (45) calendar days; document their adoption of recommended practices; pre and post water usage and financial savings; prepare End of Calendar Year (EOCY) Report; and provide support in educational outreach programs three times per year.

This project was publicly advertised and the County received four (4) responses to the solicitation. The Evaluation Committee which consisted of Ruth Hazard, Environmental Services Department; Debbie Meinert, Environmental Services Department and Gary Rudolph, Environmental Services Department, evaluated the proposals. Consideration was given to price proposal, qualifications and experience of the firms in conducting irrigation audits and evaluation of previous irrigation audit reports. All firms met with the Evaluation Committee and based on the evaluation factors, one of the firms was considered non-responsive due to the fact that the submittal was silent regarding management/methodology, approach and the capability of the firm to provide the educational sessions as required. Staff is recommending Clear Water Products and Services, Inc. as the overall best value solution considering price, qualifications and experience.

Authorization for delivery of services by the Contractor under this Agreement shall be in the form of written Release Orders issued and executed by the County for a fixed fee basis, including any and all reimbursable expenses. The agreement shall take effect on the date of its execution by the County and shall run for a period of one (1) year. At the sole option of the County, the agreement may be renewed for two (2) successive periods not to exceed one (1) year each. The estimated annual usage of this contract is $200,000.00.

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-600587-09/BJC - Term Contract for Irrigation System Evaluation Services to Clear Water Products and Services, Inc., Winter Springs (Term Contract).

ATTACHMENTS:

1. Agreement
2. Tabulation Sheet
3. Evaluation of Proposals

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

TERM CONTRACT FOR IRRIGATION SYSTEM EVALUATION SERVICES (RFP-600587-09/BJC)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CLEAR WATER PRODUCTS & SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose address is P.O. Box 196087, Winter Springs, Florida 32719, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide irrigation system evaluation services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide irrigation system evaluation services and desires to provide services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of one (1) year. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by COUNTY for irrigation system evaluation services.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

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

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

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

Environmental Services Department
500 W. Lake Mary Boulevard
Sanford, Florida 32773

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

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

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

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

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

SECTION 8. RESPONSIBILITIES OF CONTRACTOR. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and

prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

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

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps

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

SECTION 12. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

SECTION 17. INSURANCE.

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

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers'

Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

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

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

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

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

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of

insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

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

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

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

$100,000.00	(Each Accident)
$100,000.00	(Disease-Policy Limit)
$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

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

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

	LIMITS
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$300,000.00
Each Occurrence Limit	$300,000.00

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of

coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$300,000.00

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

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or

otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

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

SECTION 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

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

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

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment com-

pensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

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

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the

provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Environmental Services Department
500 W. Lake Mary Boulevard
Sanford, FL 32773

For CONTRACTOR:

Clear Water Products & Services, Inc.
P.O. Box 196087
Winter Springs, FL 32719

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

CLEAR WATER PRODUCTS & SERVICES, INC.

_____
, Secretary

By:_____
JUDITH BENSON, President

(CORPORATE SEAL)

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BOB DALLARI, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

_____
County Attorney

AEC/lpk/sjs
1/13/09, 4/3/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-600587.doc

Attachments:
Exhibit A - Scope of Services and Fee Schedule
Exhibit B - Sample Purchase Order

Exhibit A
Scope of Services

Contractor shall provide an irrigation system evaluation, site-specific recommendations, install, repair or replace automatic shutoff device (ASD, if an operable device is not present), and education on other indoor and outdoor water conservation techniques--all at no cost to the customer. The contractor shall provide the following services:

1. Prepare and submit for approval a Project Management Plan (PMP) describing in detail each activity that will be performed, consistent with this Scope. The PMP shall also include:
    - A draft of the checklist to be used by evaluator. At a minimum checklist shall include:
        - Broken water lines
        - Leaking or damaged sprinkler heads
        - Matched precipitation rates of irrigation heads
        - Proper head spacing
        - Operating pressure
        - Shrub or turf interference
        - Alignment of sprinkler heads
        - Mix of rotor and spray heads in each zone
        - Watering turf separate from plant beds
        - Type of controller and physical limitation of modifying control times
        - Irrigation time of each zone
        - Irrigation frequency for each zone
        - Backflow prevention devices
        - Determine if rain sensor is present
        - Approximate size of lot
        - Household population

    - A draft of weekly customer contact report. At a minimum report shall include:
        - Name, address and phone number of each customer provided by County to be contacted for scheduling of an irrigation evaluation.
        - Date and time of each attempt to contact customer.
        - Date and time of scheduled appointment.
        - Date and time of reminder phone call.
        - Reason stated for all customer contacts which decline evaluation.
        - Name, address, phone number, date and time of each completed evaluation.

    - A draft of the monthly evaluation and recommendations report. At a minimum report shall include:
        - Name, address, phone number, date and time of each completed evaluation.
        - Existing irrigation system components, settings, and other relevant information
        - Recommendation(s) to improve the efficiency of the irrigation system
        - Recommended run time and irrigation frequency for each zone.
        - The amount of water the system currently utilizes (listed in gallons per cycle).
        - Estimated water saving or increase (listed in gallons per cycle) when

changes are implemented.

- Water saving listed as percentage.
- Recommended landscape modifications which will encourage water savings.
- List of follow-ups performed, with indication as to the extent that recommendations were adopted, and pre- and post-evaluation monthly water usage, and financial savings.
- Description of other significant activities performed during the month (e.g. presentations)
- Proposed manufacturer name, model number and cost of ASD that will be installed.

2. Schedule appointments for irrigation evaluations utilizing customer contact information provided by County and make reminder phone calls. Realizing customer base typically has a Monday thru Friday, 8:00am to 5:00pm work schedule, Contractor must have scheduling flexibility to call and conduct evaluations outside of these hours to meet the needs of customers as the situation dictates.

3. Provide irrigation evaluation and education services which shall address but not be limited to the following:
   - Broken water lines
   - Leaking or damaged sprinkler heads
   - Matched precipitation rates of irrigation heads
   - Proper head spacing
   - Operating pressure
   - Shrub or turf interference
   - Alignment of sprinkler heads
   - Mix of rotor and spray heads in each zone
   - Watering turf separate from plant beds
   - Type of controller and physical limitation of modifying control times
   - Controller configured to operate within established watering restrictions.
   - Irrigation time of each zone
   - Irrigation frequency for each zone
   - Backflow prevention devices
   - Determine if rain sensor is present
   - Approximate size of lot
   - Household population
   - ASD, install new ASD where an operable device is not present.
   - Provide information on other conservation practices, including but not limited to Florida-friendly landscaping and indoor water conservation.

4. Follow up with each participant within forty-five (45) calendar days and document their adoption of recommended practices and pre-and post water usage and financial savings. At least 66% percent of follow-ups shall be on-site appointments with participant to assess that changes made were in accordance with recommendation(s). Onsite follow-ups shall consist of a walk-through to determine which if any retrofits have been made as the result of the original evaluations, recheck controller, and recheck rain sensor. Report to follow.

5. Prepare End of Calendar Year (EOCY) Report. Report shall be due at the end of the

second week of February of each calendar year. The report shall include at a minimum:

- Introduction and project overview
- Narrative summary of findings regarding efficiency characteristics of existing irrigation systems, pre and post water usage, and financial savings
- Participant listing with all corresponding data entered and used by Contractor*
- Pre- and post-evaluation water usage*
- Financial savings*
- Estimated Gallons saved-annually
- Narrative discussion of participant rate of adoption of Contractor recommendations, with explanation of possible reasons why recommendations are not being adopted.
- Narrative discussion of recommendations for improvements for future program efforts
- Electronic copies of all evaluation summary and recommendations & monthly progress reports (on a separate CD)
- Three (3) hard copies and one digital copy (County preference) of the EOCY Report shall be provided

*These and other numerical-based data shall be summarized in the written report, as well as provided in full detail separately on a CD in Excel spreadsheet format.

6. Contractor, at own expense, shall support County in educational outreach programs three times per year. Educational outreach support shall consist of presentations and/or specialty event participation. Presentation shall be a minimum of two (2) hours up to four (4) hours. Additional support will be based on fee schedule.

7. Contractor to provide consultation services upon request for a nominal fee to be listed in response.

General

1. All data, forms, and reports shall become the property of Seminole County to be used for but not limited to, statistical analysis, governmental reporting, trade journal publication, and educational outreach, as an example.
2. All data, forms and reports are to be submitted in electronic form.
   - Checklist is to be in PDF format
   - Weekly customer contact report to be in Excel format. Report is due each Friday, no later than 4:00pm.
   - Monthly evaluation and recommendation report to be in Excel format. Report is due on the last workday of each month, no later than 4:00pm.
   - All forms and reports are subject to County approval. County Contract Administrator may request additional reports and change reporting format upon reasonable notification. Contractor shall have computer software that is compatible with County software (Microsoft Office 2007 Access/Excel/Word/PowerPoint, Adobe Acrobat 7.0).
3. Contractor shall provide support and assistance to County personnel when County attends any irrigation evaluation. County personnel may attend any irrigation evaluations as determined by Utility Manager or Program Manager.

4. Contractor shall establish and maintain a reasonable accounting system, following generally accepted accounting principles (GAAP), consisting of financial statements (balance sheet, income sheet, and statement of cash flows), which enables ready identification of contractor's cost of goods and use of funds. The Contractor shall allow the County, or its authorized agent, access to such books, records, financial operations, and documents of the contractor or its subcontractors as are related to all services provided under this agreement. Such records shall be available at the Contractor's place of business at all reasonable times during this agreement and as indicated in the agreement.
5. Contractor shall maintain, at its own expense, an office within the geographic area of Seminole County where service inquiries can be received or, in the alternative, a toll-free telephone access for customers residing within service area.
6. Contractor shall maintain, at its own cost, sufficient inventory of ASD's to meet program expectations.
7. Contractor shall display a Seminole County Contractor sign, supplied by the County, on vehicles during residential irrigation evaluations. Contractor shall be responsible to ensure the return of this item upon end of agreement.
8. Contractor with County approval may initiate calls, letters etc. to county customers in an effort to provide irrigation evaluations.

Personnel:

Personnel Requirements – The Contractor shall furnish supervisory, administrative and trained personnel to accomplish all work required. The Contractor shall provide only personnel who are legally entitled to work in the United States to accomplish work and services specified herein. The Contractor employees performing the services shall have specialized training, prior work experience or demonstrated skills required to fulfill the specific contract requirements.

Prohibition against hiring off-duty County employees – The Contractor shall not hire off-duty nor utilize under contract any person whose employment under the contract will, or appear to, result in a conflict of interest or violation of the standards of conduct. In instances of doubt, the Contractor shall refer the matter to the County Contract Administrator.

Standards of Conduct for Contractor Personnel – All Contractor personnel or representatives shall obey all regulations in effect during the contract period. The Contractor shall be responsible for maintaining satisfactory standards of employee competency and conduct and for taking disciplinary action against his/her employees as necessary. The County Contract Administrator will require the Contractor to remove from the job site any Contractor employee found under the influence of alcohol, drugs, or any other incapacitating agent during the tour of duty. The Contractor shall also remove any employee whose conduct or appearance reflects disgrace or dishonor upon the County. The County reserves the right to require removal from the job site of any employee who endangers persons or property, whose continued employment is inconsistent with the interests of the government security, or whose presence deters the accomplishment of work. Furthermore, the County reserves the right to refuse to permit any Contractor employee to perform services under the contract who is not in compliance with requirements of contract. In such cases, the County Contract Administrator will advise the Contractor of the reason for requesting an employee's removal or withdrawing his/her authorization to be in the job. The removal from the job site of a Contractor employee shall not

relieve the Contractor of the requirement to provide sufficient personnel to perform the work specified in the contract.

Employee Identification – All of the Contractor's personnel shall wear appropriate clothing, including a shirt bearing the Contractor's name, at all times during the performance of services under this agreement. Contractor personnel shall display a Seminole County identification badge, supplied by the County, at all times while performing services under this agreement. Contractor shall be responsible to ensure the return of this item upon termination of employee or end of agreement, whichever occurs first.

Control of Personnel – The County will not exercise any supervision or control over Contractor personnel performing services under the contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of County personnel, or become an integrated part of the County organization in connection with performance under the contract, nor shall Contractor personnel be used in administration or supervision of County activities.

Personnel Selection – The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work, and for keeping them inform of all improvements, changes, and methods of operation.

Section 5
Price Proposal

PROJECT TITLE: **IRRIGATION SYSTEM EVALUATIONS**

PROJECT NUMBER: **RFP-600587-09/BJC**

Name of Proposer: CLEAR WATER PRODUCTS & SERVICES, INC.

Mailing Address: P O BOX 196087

City/State/Zip: WINTER SPRINGS FL 32719-6087

Phone Number: (407) 302-4455 FAX Number: (407) 302-4422

E-mail Address: JB@CLEARWATERPSI.COM

Project Manager: JUDY BENSON

Telephone Number: 407.302.4455 Mobile: 407.760.7817 Fax: 407.302.4422

E-Mail Address: JB@CLEARWATERPSI.COM

Alternate Contact: CURT BENSON

Telephone Number: 407.302.4455 Mobile: 407.538.6706 Fax: 407.302.4422

E-Mail Address: INFO@CLEARWATERPSI.COM

Pursuant to and in compliance with the RFP and the other documents relating thereto, the undersigned Proposer proposes and agrees to perform the Work in strict conformity Contract Documents, including Addenda Nos. ____ through__, for the amount hereinafter set forth.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements may result in a finding that the Proposer is non-responsive.

No addenda issued as of February 24, 2009

The fixed hourly rates shall include all costs for work in place, including, but not limited to:

- General Administrative Overhead
- Fringe and benefits
- Profit
- Transportation of material to the project site
- Tools and related items
- Cost associated with company officers and staff

PART I:

A. **SERVICES INCLUDE IRRIGATION SYSTEM EVALUATIONS AND EDUCATION PROGRAM FOR RESIDENTIAL PROPERTIES AS DESCRIBED IN THE SCOPE OF SERVICES.**

Cost per evaluation: $ 269.30

PART II:

SERVICES INCLUDE INSTALLATION, REPAIRS OR REPLACEMENT OF AUTOMATIC RAIN SENSOR FOR WATER CONSERVATION DUE TO IRRIGATION. SERVICES INCLUDE PROPER MOUNTING, WIRING AND ADJUSTMENT OF RAIN SENSORS IN RESIDENTIAL APPLICATIONS AS REQUIRED BY FLORIDA STATUTES 373.62 AND SEMINOLE COUNTY CODE.

A. Service call to install, repair or replace sensor for Irrigation Evaluation costumers. Cost to include service call fee for individual trip when unable to install, repair or replace during evaluation appointments.

$ 85.00 per event

B. Install, repair or replace rain sensor for Irrigation Evaluation costumers during evaluation appointment. Cost to include discounted cost due to installation completed during evaluation appointment. No trip charge. Service call to install, repair or replace sensor for Irrigation Evaluation costumers. Cost to include service call fee for individual trip when unable to install, repair or replace during evaluation appointments.

$ 55.00 per event

Company Name: CLEAR WATER PRODUCTS & SERVICES, INC.

Authorized Signature:

Fixed Hourly Rates

The fixed hourly rates for work in place are to be utilized as required as necessary during the term of the contract. Rates shall not be applied until both parties agree to proposed conditions.

Outreach Education: $__125.00__ per hour

Consulting/Technical: $___76.03__ per hour

Administrative: $___32.43__per hour

NOTE: Educational hourly rate may include multiple employees utilized for the hourly rate noted above. Employee participation is determined by Clear Water PSI.

Indoor Water Audits

Pricing for each audit: $___83.43__

EXHIBIT B

Board of County Commissioners

Seminole County, Florida

PURCHASE ORDER

Page 1

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE MUST REFERENCE THIS PURCHASE ORDER NUMBER

ORDER TYPE
ORDER DATE
REQ. NUMBER
ANALYST
VENDOR NUMBER

SHIP TO:

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD FL 32771

VENDOR:

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

REQUESTING DEPT/DIV

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSONERS

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

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

RFP NUMBER: RFP-600587-09/BJC
RFP TITLE: Irrigation System Evaluations
DUE DATE: February 25, 2009 at 2:00 P.M.

	Cato Environmental Services PO Box 951556 Lake Mary, Florida 32795 (407) 402-3762 – Phone (407) 804-0360 – Fax Lara Cato	Clear Water Products & Services PO Box 196087 Winter Springs, FL 32719 (407) 302-4455 – Phone (407) 302-4422 – Fax Judith C. Benson	Dobson's Woods & Water 851 Maguire Road Ocoee, FL 34761 **Non-Responsive** (407) 841-0030 – Phone (407) 843-7546 – Fax Libby Dobson	Masuen Consulting LLC 5079 N Dixie Hwy #323 Oakland Park, FL 33334 (866) 928-1533 – Phone (800) 928-1534 – Fax Mitch Walker
Part I: Irrigation System Evaluations and Education Programs	$95.00 Per Evaluation	$269.30 Per Evaluation	$25.00 Per Evaluation	$515.00 Per Evaluation
Part II - A: Service Call to Install, Repair and Replace Sensor for Irrigation Evaluation (Not during Evaluation Appointments)	$75.00 Per Event	$85.00 Per Event	$100.00 Per Event	$110.00 Per Event
Part II – B: Install, Repair or replace Rain Sensor for Irrigation Evaluation (When completed during Evaluation Appointments)	$55.00 Per Event	$55.00 Per Event	$75.00 Per Event	$75.00 Per Event

Dobson's Woods & Water - Did not meet requirements for Audits and Education portion of the scope of services as required by the County. Proposal did not include management plan, sample of audits and information was required in the RFP documents and necessary to determine qualification of the firm to provide required services.

EVALUATION FACTORS. The following criteria will be used in the evaluation of the proposals:

- **Price proposal (50%)**
- **Qualifications and Experience in conducting irrigation audits (40%)**
- **Examples of Previous Irrigation Audit Reports (10%)**

Status:
Tabulated by Betsy J. Cohen, Procurement Supervisor (Posted 2/25/2009 @ 4:30 PM)
Recommendation of Award: Clear Water Products & Services (Posted 4/01/2009 @ 3:15 P.M.) (revised 4/07/2009 @ 4:05 PM)
BCC for Award: 4/28/2009

RFP-600587-09/BJC - Irrigation System Evaluations

Evaluator	Cato Environmental Services	Clear Water Products & Services	Masuen Consulting LLC
Rudolph, Gary	**68**	**78**	**70**
Hazard, Ruth	**53**	**79**	**70**
Meinert, Debbie	**65**	**83**	**72**

Total Points	**186**	**240**	**212**
Ranking	**3**	**1**	**2**

Dobson's Woods & Water - Did not meet requirements for Audits and Education portion of the scope of services as required by the County. Proposal did not include management plan, sample of audits and information was required in the RFP documents and necessary to determine qualification of the firm to provide required services.

EVALUATION FACTORS. The following criteria will be used in the evaluation proposals:

Price Proposal (50 Points).

Qualifications and Experience in conducting irrigation audits (0 - 40 Points):

- A variety of audit situations and customers;
- Single family homes or small business audits;
- Audits have resulted in water use reduction.
- Demonstration of staffing capability to perform required services and handle workload as indicated in the scope of services.
- Demonstrated experience and readiness to provide recommendations that would change customer's landscaping in ways that resulted in water use reduction.

Examples of previous irrigation audit reports (10 Points):

- Completeness of reports;
- Reports are understandable and geared to the appropriate audience level;
- Reports provide information that expands the customer's understanding of their irrigation system and ability to reduce water use.

Evaluations

RFP-600587-09/BJC - Irrigation System Evaluations

Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends.
County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations.
I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment for each of the categories. Read and agreed::

Yes

RESPONSE #1: CATO ENVIRONMENTAL SERVICES, INC.:

Mr Cato has a very competitive price, but is unable to provide the minimum informational needs the County has for evaluating our customer's residential landscapes.

#1: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

25

#1: Experience and Qualifications - Remarks:

Mr. Cato indicated he is the only one doing the irrigation evaluations. This could be an issue if we receive multiple requests at the same time which occurs normally in the summer. He does not have all the requested certifications as required per the RFP. He is missing Water Star or Equivalent and Master Gardener Certification or equivalent. Mr. Cato indicated he was not familiar with any indoor water conservation techniques.

#1: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

5

#1: Examples of Previous Irrigation Audit Reports - Remarks:

Mr. Cato's form seems to cover only the mechanical part of the evaluation. Lacking in the hortacultural portion of the evaluation which includes types of turf grasses and shrubbery.

#1: Cost Proposal (0 to 50 Points):

38

#1 Total:

68

RESPONSE #2: CLEAR WATER PRODUCTS & SERVICES, INC.:

#2: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

34

#2: Experience and Qualifications - Remarks:

Clearwater provided documentation showing they meet all required qualifications.

#2: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

9

#2: Examples of Previous Irrigation Audit Reports - Remarks:

Clearwater has done audits for the County before and shows clearly that it understands the requriements of our audit program.

#2: Cost Proposal (0 to 50 Points):

35

#2 Total:

78

RESPONSE #3: DOBSON'S WOODS & WATER, INC.:

N/A

#3: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

#3: Experience and Qualifications - Remarks:

#3: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

#3: Examples of Previous Irrigation Audit Reports - Remarks:

#3: Cost Proposal (0 to 50 Points):

#3 Total:

0

RESPONSE #4: MASUEN CONSULTING LLC:

Very good

#4: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

38

#4: Experience and Qualifications - Remarks:

Masuen's presentation provided insight that the firm is at the top of the water conservation program. Their staff are all highly educated and certified. I would not say they are over qualified but the cost to do business with them is to high for our budget. There was discussion if they would be willing to Best and Final their price. They indicated they would not be able to modify their price.

#4: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

10

#4: Examples of Previous Irrigation Audit Reports - Remarks:

There evaluation reports are very thorough and really are beyond what we are looking for.

#4: Cost Proposal (0 to 50 Points):

22

#4 Total:

70

Created at 3/23/2009 12:02 PM by Rudolph, Gary
Last modified at 3/31/2009 10:43 AM by Rudolph, Gary

Evaluations

RFP-600587-09/BJC - Irrigation System Evaluations

Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing
to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions
which affect their private gain or the gain of family members and friends.
County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations.
I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment for each of the categories. Read and agreed::

Yes

RESPONSE #1: CATO ENVIRONMENTAL SERVICES, INC.:

In the interview, Mr. Cato said he would be the only person from his firm doing the evaluations. This could set the program back if he is not available or if our workload increases like it does in the spring and summer.

#1: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

10

#1: Experience and Qualifications - Remarks:

Does not meet requirements of bid package. Is not certified for Water Star and no one in the firm is a Master Gardener or equivalent.

#1: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

3

#1: Examples of Previous Irrigation Audit Reports - Remarks:

Does not calculate gallons used so there is no way to track savings in the future. Does not identify types of plantings or grass.

#1: Cost Proposal (0 to 50 Points):

40

#1 Total:

53

RESPONSE #2: CLEAR WATER PRODUCTS & SERVICES, INC.:

#2: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

39

#2: Experience and Qualifications - Remarks:

Clearwater meets or exceeds all requirements of the scope. Employees are familiar with the requirements and they have sufficient staff to work through the heavier demands in the spring and summer.

#2: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

10

#2: Examples of Previous Irrigation Audit Reports - Remarks:

The evaluation report is clear, easy to read and has all the pertinent data needed to track usage.

#2: Cost Proposal (0 to 50 Points):

30

#2 Total:

79

RESPONSE #3: DOBSON'S WOODS & WATER, INC.:

disqualified

#3: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

0

#3: Experience and Qualifications - Remarks:

#3: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

0

#3: Examples of Previous Irrigation Audit Reports - Remarks:

#3: Cost Proposal (0 to 50 Points):

0

#3 Total:

0

RESPONSE #4: MASUEN CONSULTING LLC:

overall experience very good, cost is not feasible.

#4: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

40

#4: Experience and Qualifications - Remarks:

Highly qualified staff with a detail to water conservation rewuirements. Meets all requirements in scope.

#4: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

5

#4: Examples of Previous Irrigation Audit Reports - Remarks:

The report is hard to read because of the formatting. More like a thesis than a clearly laid our report. Although their report covers all aspects of the evaluation, finding the needed information is difficult.

#4: Cost Proposal (0 to 50 Points):

25

#4 Total:

70

Created at 3/31/2009 8:29 AM by Hazard, Ruth
Last modified at 3/31/2009 8:29 AM by Hazard, Ruth

Evaluations

RFP-600587-09/BJC - Irrigation System Evaluations

Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing
to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions
which affect their private gain or the gain of family members and friends.
County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations.
I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment for each of the categories. Read and agreed::

Yes

RESPONSE #1: CATO ENVIRONMENTAL SERVICES, INC.:

HE STATED HE WILL BE THE ONLY ONE SLATED TO DO THE EVALUATIONS THAT HAVE SOME OF THE EXPERIENCE, AT TIMES OF THE YEAR WE ARE SENDING NUMEROUS CUSTOMERS REQUEST FOR IRRIGATION EVAL. ALTHOUGH CATO'S PRICING IS LOW IT LACKS QUALIFICATIONS & CERTIFICATIONS.

#1: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

15

#1: Experience and Qualifications - Remarks:

MR. CATO STATED HE DID NOT HAVE ANY INSIDE WATER CONSERVATION KNOWLEDGE OR EXPERIENCE. NO ONE IN HIS COMPANY HAS A WATER STAR CERTIFICATION WHICH WAS IN THE SCOPE OF SERVICE. NO ONE IN HIS COMPANY IS A MASTER GARDENER.

#1: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

5

#1: Examples of Previous Irrigation Audit Reports - Remarks:

THE FORM SUBMITTED IN CATO'S PACKAGE LACKED KEY INFORMATION IN PERFORMING A WATER CONSERVATIN IRRIGATION EVALUATION (I.E. SHRUBS & OTHER PLANT MATERIALS MIXED WITH TURF GRASS). THEIR FORM DOESN'T GIVE GALLONS OF WATER SAVED IF REFOMMENDATIONS ARE FOLLOWED. DID NOT GIVE PROCESS FOR FOLLOW UPS.

#1: Cost Proposal (0 to 50 Points):

45

#1 Total:

65

RESPONSE #2: CLEAR WATER PRODUCTS & SERVICES, INC.:

CLEARWATER HAS A COMPLETE & CLEAR UNDERSTANDING OF THE TASK AT HAND THAT NEEDS TO BE PERFORMED SINCE THEY HAVE DONE THIS TYPE OF WORK BEFORE AS SHOWN IN THEIR BID PACKAGE. THEY HAVE ALSO PERFORMED OTHER IRRIGATION EVALUATIONS WITH WATER CONSERVING

#2: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

39

#2: Experience and Qualifications - Remarks:

CLEAR WATER HAS PRODUCED ALL REQUIREMENTS & CERTIFICATIONS NEEDED TO PREPARE THE IRR. EVALS. (MASTER GARDENER, WATER STAR, IRRIGATION AUDITOR CERTIFIED).

#2: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

10

#2: Examples of Previous Irrigation Audit Reports - Remarks:

THEIR EVAL FORMS ARE EASY TO READ & UNDERSTAND WHICH IS GOOD BECAUSE A COPY OF THIS FORM IS GIVEN TO THE CUSTOMER. THE GALLONS SAVED PER THE RECOMMENDED SETTINGS ARE SPECIFICALLY CALLED OUT AND THEY CONCENTRATE ON WATER CONSERVERATION USING THEIR EXPERIENCE IN PERFORMING THIS TYPE OF EVALUATION PREVIOUSLY.

#2: Cost Proposal (0 to 50 Points):

34

#2 Total:

83

RESPONSE #3: DOBSON'S WOODS & WATER, INC.:

NA

#3: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

#3: Experience and Qualifications - Remarks:

#3: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

#3: Examples of Previous Irrigation Audit Reports - Remarks:

#3: Cost Proposal (0 to 50 Points):

#3 Total:

0

RESPONSE #4: MASUEN CONSULTING LLC:

Masuen is very capable of providing the irrigation evaluations and has all the necessary credentials to provide water conservation information and education to our customers.

#4: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

39

#4: Experience and Qualifications - Remarks:

THEIR TEAM OF EMPLOYEES HAVE ALL THE NECESSARY QUALIFICATIONS REQUIRED TO PERFORM THE IRRIGATION EVALUATIONS.

#4: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

8

#4: Examples of Previous Irrigation Audit Reports - Remarks:

VERY DETAILED REPORT WHICH WOULD BE GOOD FOR THE COUNTY BUT TOO DETAILED FOR THE CUSTOMER & FEEL THEY WOULD OVER LOOK KEY INFORMATION IN SUCH A DETAILED REPORT.

#4: Cost Proposal (0 to 50 Points):

25

#4 Total:

72

Created at 3/31/2009 9:26 AM by Meinert, Debbie
Last modified at 3/31/2009 9:26 AM by Meinert, Debbie

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Visiting Nurse Association of Central Florida, Inc. name change to Seniors First, Inc.

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: Michele Saunders **CONTACT:** Jennifer Lawrence **EXT:** 2365

MOTION/RECOMMENDATION:
Authorize the Chairman to execute the Visiting Nurse Association of Central Florida, Inc. Assignment of Agreement which permits the Visiting Nurse Association of Central Florida, Inc., to assign the Agreement to Seniors First, Inc., due to the entities' merger.

County-wide Shirley Davis-Boyce

BACKGROUND:

On November 18, 2008, the Board of County Commissioners approved the Community Service Partnership Grants, awarding the Visiting Nurse Association of Central Florida, Inc. the amount of $20,000 to provide home management and personal care services for seniors and to provide care management services to determine cost effective and medically acceptable ways for elderly County residents with health related problems to remain in their homes.

Effective January 1, 2009, the Visiting Nurse Association of Central Florida, Inc. merged with Seniors First, Inc. The Assignment of Agreement requires Seniors First, Inc. to accept and assume the rights and obligations of the Visiting Nurse Association of Central Florida, Inc. pursuant to the original Agreement.

STAFF RECOMMENDATION:
Authorize the Chairman to approve the Assignment of Agreement which permits the Visiting Nurse Association of Central Florida, Inc., to assign the Agreement to Seniors First, Inc., due to the entities merging.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:
☑ County Attorney Review (Susan Dietrich)

VISITING NURSE ASSOCIATION OF CENTRAL FLORIDA, INC.
ASSIGNMENT OF AGREEMENT

THIS ASSIGNMENT is made and entered into this _____ day of _____, 20__, by and between **VISITING NURSE ASSOCIATION OF CENTRAL FLORIDA, INC.**, a Florida non-profit corporation, whose address is 3113 Lawton Road, Suite 250, Orlando, Florida 32803, hereinafter referred to as "ASSIGNOR", **SENIORS FIRST, INC.**, a Florida non-profit corporation, whose address is 3113 Lawton Road, Suite 250, Orlando, Florida 32803, hereinafter referred to as "ASSIGNEE", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY and ASSIGNOR entered into the Visiting Nurse Association of Central Florida, Inc. Agreement on November 25, 2008, whereby ASSIGNOR agreed to provide home management and personal care services for seniors and provide care management services to determine cost effective and medically acceptable ways for elderly residents of Seminole County, Florida, with health related problems to remain in their homes; and

WHEREAS, ASSIGNOR, as of January 1, 2009, has merged with ASSIGNEE; and

WHEREAS, the Board of Directors of ASSIGNOR and ASSIGNEE, respectively, desire this assignment; and

WHEREAS, Section 13 of the Agreement entered into between COUNTY and ASSIGNOR on November 25, 2008, requires that neither party to the

Agreement shall assign the Agreement, or any interest arising therein, without the prior written consent of the other party; and

WHEREAS, COUNTY, ASSIGNOR and ASSIGNEE have determined that the assignment of the Agreement to ASSIGNEE will best serve the needs of elderly residents of Seminole County, Florida,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY, ASSIGNOR and ASSIGNEE agree as follows:

(1) ASSIGNOR hereby assigns and transfers the rights and obligations of ASSIGNOR as set forth in that certain Agreement with the COUNTY dated November 25, 2008, to ASSIGNEE, effective immediately.

(2) ASSIGNEE hereby accepts and assumes the rights and obligations and agrees to be bound by the terms and conditions to be performed on the part of ASSIGNOR, of that Agreement dated November 25, 2008, and ASSIGNEE agrees to indemnify COUNTY against any and all liabilities under that Agreement, effective immediately.

(3) COUNTY hereby consents to the foregoing assignment between ASSIGNOR and ASSIGNEE of those contracted rights and duties as set forth in the Agreement dated November 25, 2008.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purpose herein expressed on the date first above written.

[Balance of this page intentionally blank; signatory page follows]

ATTEST:

Michelle Hage
MICHELLE HAGE, Secretary

(CORPORATE SEAL)

ASSIGNOR

VISITING NURSE ASSOCIATION OF CENTRAL FLORIDA, INC.

By: _____
SCOTT CLARK, Chairman

Date: 2-19-09

STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY that, on this 19th day of February, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SCOTT CLARK and MICHELLE HAGE, as Chairman and Secretary, respectively, of Visiting Nurse Association of Central Florida, Inc., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced Known N/A as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

ROBYN A. THOMAS
MY COMMISSION # DD 847684
EXPIRES: February 23, 2013
Bonded Thru Notary Public Underwriters

Robyn A. Thomas
Print Name Robyn A. Thomas
Notary Public in and for the County and State Aforementioned
My commission expires: 02/23/2013

[Balance of this page intentionally blank; signatory page continues]

ATTEST:

MERCEDES McCALL, Secretary

(CORPORATE SEAL)

ASSIGNEE

SENIORS FIRST, INC.

By: _____
JON DUNWELL, Chairman

Date: 2/26/08

STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY that, on this 26 day of February, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JON DUNWELL and MERCEDES McCALL, as Chairman and Secretary, respectively, of Seniors First, Inc., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced known N/A as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

ROBYN A. THOMAS
MY COMMISSION # DD 847684
EXPIRES: February 23, 2013
Bonded Thru Notary Public Underwriters

Robyn A. Thomas
Print Name Robyn A. Thomas
Notary Public in and for the County
and State Aforementioned
My commission expires: 02/23/2013

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BOB DALLARI, Chairman

Date: _____

As authorized for execution by the Board of County Commissioners at its _____, 2009, regular meeting.

SED/lpk
2/11/09
P:\Users\Lkennedy\My Documents\Community Services\Visiting Nurse Assign Agt.Doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Approve the release of the original Water & Sewer Cash Maintenance Bond with Escrow Agreement in the amount of $1,600.00 for the project known as Nolan Rd Extension

DEPARTMENT: Environmental Services **DIVISION:** Business Office

AUTHORIZED BY: Joe Forte **CONTACT:** Becky Noggle **EXT:** 2143

MOTION/RECOMMENDATION:
Approve the release of the original Water & Sewer Cash Maintenance Bond with Escrow Agreement in the amount of $1,600.00 for the project known as Nolan Rd Extension.

District 5 Brenda Carey Bob Briggs

BACKGROUND:
Nolan Road Extension has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Cash Maintenance Bond Ck # 1163 in the amount of $1,600.00.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the release of the original Water & Sewer Cash Maintenance Bond with Escrow Agreement in the amount of $1,600.00 for the project known as Nolan Rd Extension.

ATTACHMENTS:

1. Request for Release & Copy of original Bond

Additionally Reviewed By:
No additional reviews

March 10, 2009

Farthing Construction Co.
615 Pinebranch Cir.
Winter Springs, FL 32708

Re: Cash Maintenance Bond

Project Name: Nolan Rd Expansion
CK# 1163
Amount: $1,600.00
District #5

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on 3/**10/09** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of 3/**10/09**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

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

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

Sincerely,

Brent Keith
Sr. Utilities Inspector

c: Project File

Noggle, Becky

Subject: FW: nolan road water line extension

From: JAMES FARTHING [mailto:jamesfarthing77@msn.com]
Sent: Thursday, March 05, 2009 9:07 AM
To: Noggle, Becky
Cc: stbierly@msn.com
Subject: nolan road water line extension

Becky,
This e-mail is to request the return of the Cash Maintenance Bond (1,600) from the nolan road water line extension.If you have any questions give me a call.Could you please keep me informed as to the time frame of the return of the Bond.Thank you in advance for your time.
cell#407-453-5306

JAMES FARTHING , Farthing construction company

WATER AND SEWER IMPROVEMENTS CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Farthing Construction Company, as PRINCIPAL is held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of sixteen hundred DOLLARS ($ 1600.00), which sum has been deposited in escrow with SEMINOLE COUNTY in accordance with the provisions of a Maintenance and Escrow Agreement of even date which is attached hereto and made a part hereof by reference, does bind James Farthing, Michelle Farthing, respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the water and sewer improvements made as shown on Subdivision Plans and Specifications dated _____, 20___ including surveying, engineering, and land clearing, for Nolan Rd Extension of Heatherwood shall be maintained by the PRINCIPAL for a period of two (2) years or for any extension thereof agreed to by SEMINOLE COUNTY, and if all costs incurred in connection with the maintenance of said improvements shall be made and shall be paid in full, and in accordance therewith and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

DATED February 28, 2007

615 Pinebranch Circle
Address
Winter Springs FL 32708

Michelle Farthing (PRINCIPAL)
By: Michelle Farthing (Signature)
Its Vice President (Title)

[CORPORATE SEAL]

WATER AND SEWER IMPROVEMENTS MAINTENANCE AND ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this 28 day of February, 2007, between Farthing Construction, hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain water and sewer improvements, including, but not limited to, water and sewer lines and other appurtenances in that certain subdivision described as Nolan Rd Extension of Westhaswood recorded in Plat Book 1, Page 106, Public Records of Seminole County, Florida, hereinafter referred to as the "Plat"; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated _____, 20___, (as subsequently revised or amended on _____, 20___) and filed with the COUNTY Department of Environmental Services; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from February 28, 2007; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY cash (U.S. currency) in the sum of sixteen hundred DOLLARS ($1600.00),

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

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

2. The PRINCIPAL hereby deposits in escrow with COUNTY, the sum of sixteen hundred DOLLARS ($1600.00) to guarantee that all water and sewer improvements set forth on plans and specifications for the above subdivision will be maintained in accordance with the terms of this Agreement.

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

4. PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of sixteen hundred DOLLARS ($1600.00) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from February 28, 2007, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

5. The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall correct said defect.

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

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

ATTEST:

Michelle Farthing

By: Michelle Farthing

(CORPORATE SEAL)
N/A

Date: 2/28/07

State of Florida
County of Seminole

I HEREBY CERTIFY that, on this 28 day of February 20 07, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michelle Marie Farthing and N/A, as President and Secretary, respectively, of Farthing Construction, a LLC organized under the laws of the State of Florida, who are personally known to me or who have produced Florida DL as identification and that they did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

KAREN B. WILLOUGHBY
Notary Public - State of Florida
My Commission Expires May 17, 2009
Commission # DD 430721
Bonded By National Notary Assn.

Notary Public Signature

WITNESSES:

UTILITIES
SEMINOLE COUNTY, FLORIDA

Utilities Manager

Date: 2/28/07

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda items and approved on April 2, 1997.

ENVIRONMENTAL SERVICES
Seminole County Water and Sewer

Name FARTHING CONSTRUCTION CO.

Address 615 PINEBRANCH CIR.

City WINTER SPRINGS 32708 Phone

Subdivision NOLAN RD Account #

Cycle/Rt #

Lot # Street # Project #

PLACE INTO ESCROW $1,600.00 FOR A
2 YR MAINT BOND.

PAID:

Miscellaneous	$	1,600.00
Water	$	
Sewer	$	
Meter Set	$	
Deposit	$	
TOTAL	$	1,600.00

√ #1163

BY: B.NOGGLE DATE: 2/28/07

24 HOUR ADVANCED NOTICE REQUIRED BEFORE PICK UP.
Southeast Regional – Winter Park: (407) 665-2767
Greenwood – Lake Mary: (407) 321-0349
Operating Hours 8:00 am – 3:00 pm

UTILITY AGREEMENT/OFFICE USE ONLY

BCC APPROVED

PLACED IN ESCROW X

WHITE/OFFICE GREEN/FINANCE CANARY/DEPOSIT PINK/CONSUMER GOLD/DEVELOPMENT FILE

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Certificate of Public Convenience and Necessity

DEPARTMENT: Environmental Services **DIVISION:** Solid Waste Management

AUTHORIZED BY: Joe Forte **CONTACT:** William (Johnny) Edwards **EXT:** 2253

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Great Lakes Electronics / Almet, Inc.

County-wide William (Johnny) Edwards

BACKGROUND:

Seminole County Code (Code) Chapter 235 authorizes the Board to regulate the collection and disposal of waste within the unincorporated County. The above company has complied with the requirements set forth in the Code and has requested a Certificate of Public Convenience and Necessity (COPCN) from the County to perform commercial collection services of waste in the unincorporated areas of the County.The company has provided an application indicating that it only provides Construction and Demolition (C&D) Debris collection services, Special Waste collection services, or Recyclables collection services.

The applicant also owns and operates a facility, within the unincorporated County, that recycles non-ferrous metal. Staff verified this information through follow up investigation. Further, the firm provided insurance information in compliance with Code Chapter 235. Firms that collect only C&D Debris, Special Wastes, or Recyclables are not required to obtain a non-exclusive commercial solid waste collection franchise. These firms are required to obtain COPCN's.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute Certificate of Public Convenience and Necessity for Great Lakes Electronics / Almet, Inc.

ATTACHMENTS:

1. COPCN

Additionally Reviewed By:
☑ County Attorney Review (Susan Dietrich)

LET IT BE KNOWN, that the holder of this Certificate of Public Convenience and Necessity ("the Holder") has read and agreed to comply with the requirements and standards of service set forth in Seminole County Code Chapter 235, and all other local, state and federal regulations that apply to the proper collection and disposal of waste. The Holder has acknowledged that failure to comply with any or all of the standards or requirements set forth in Seminole County Code Chapter 235 will result in termination of this Certificate of Public Convenience and Necessity.
.

Company Name: Great Lakes Electronics / Almet, Inc.

Street Address: 407 Flomich Street

City, State & Zip: Daytona Beach, FL 32117

Type of Operation: Collection Services: Recyclable Materials, Electronic Waste
Recycling Facility: Aluminum Cans, Non-Ferrous Metals

This Certificate of Public Convenience and Necessity is valid from October 1, 2008 through September 30, 2009, unless earlier terminated as provided hereinabove, and is applicable to Commercial Collection Service in the unincorporated County only.

ATTEST:

_____
Maryanne Morse

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

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

_____
County Attorney

Board of County Commissioners
Seminole County, Florida

By: _____
Bob Dallari, Chairman

Date: _____

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

Seminole County

Certificate of Public Convenience and Necessity

COMPANY INFORMATION

Seminole County Code, Section 235.51 requires firms that collect waste, operate a landfill, disposal facility, recycling facility, or incinerator to posses a COPCN issued by the Board of County Commissioners. The COPCN is ***valid from October 1, 2008 through September 30, 2009.***

Please complete all application items enclosed and return with a check to cover the $100.00 application fee and $20.00 for each vehicle identified on the *Vehicle Identification List* form included. Make checks payable to Seminole County BCC-COPCN and mail to Carol Norwood, Solid Waste Management Division, 1950 State Road 419, Longwood, Florida 32750. Firms not meeting these requirements will no longer be authorized to work in Seminole County. If you have any questions, please contact Carol Norwood at 407-665-2257.

Date: 6-24-08

Company Name: Great Lakes Electronics / Almet Inc
(Ensure corporate name matches name filed with Florida Department of State, Division of Corporations)

Mailing Address: 407 Flomich St

City: Holly Hill State: FL Zip: 32117

Site Street Address: 407 Flomich St

City: Holl Hill State: FL Zip: 32117

Contact Person: Daniel M Todd Phone: (386) 673-1281 FAX: 386-672-8535

Email Address: dtodd@recycleelectronics.com

Owner/Stockholders/5% or more: Danny Zack, Nathan Zack

List Prior Companies & Forms of Business:

Person responsible for quarterly reports: Daniel Todd Phone: 386-673-1281

Email Address: dtodd@recycleelectronics.com

Statement of Capability and Financial Responsibility

I certify that GLE/Almet is capable of performing the service(s) applied for and is Financially Responsible.

Daniel Todd 6-24-08
Signature *Date*

Daniel M Todd
Print Name above

Seminole County

Certificate of Public Convenience and Necessity

TYPE OF OPERATION

Does your company collect waste in unincorporated Seminole County?
If yes, please complete information below.

COLLECTION SERVICES:
Materials Collected

SOLID WASTE:
- Furniture _____
- Garbage _____
- Rubbish _____
- Sludge _____

CONSTRUCTION & DEMOLTION DEBRIS:
- Concrete, brick and fines _____
- Wood _____
- Land Clearing Debris _____
- Asphalt _____
- Drywall _____
- Roofing Shingles _____

RECYCLABLE MATERIALS:
- Newspaper _____
- Glass _____
- Aluminum Cans ✓
- Plastic Bottles _____
- Steel Cans _____
- Other Plastics _____
- Ferrous Metals _____
- Non-Ferrous Metals ✓
- Corrugated Cardboard _____
- Office Paper _____
- Food Waste _____
- Textiles _____
- Other (specify) - Electronic Waste

SPECIAL WASTE _____
- Yard Trash _____
- White Goods _____
- Tires _____
- Other (specify) _____

HAZARDOUS WASTE:
- Biological Waste _____
- Biohazardous Waste _____
- Other (specify) E-waste

Does your company operate a waste management facility in unincorporated Seminole County?
If yes, please complete information below.

FACILITY: DBA: Great Lakes Electronics - Almost ARCA Recycling
Address: 289 Lyman Rd.
City Casselberry, FL Zip 32707

- Equipment Parking and / or _____
- Maintenance Yard Only. _____

RECYCLING FACILITY:
- C&D Processing _____
- Materials Recovery _____
- Yard Waste/Tree Debris _____
- Disposal Facility, Specify _____

Materials handled at facility (list all)

Tons handled annually *(per material, if applicable)*

Item	*Tons per year*
Aluminum Cans	98
Non-Ferrous Metals	2,250

Where do you deliver materials for disposal and / or processing?

NOTE:
* Include Copies Of All Pertinent Regulatory Agency Operation Permits.
Attach additional pages as needed.

Seminole County
Certificate of Public Convenience and Necessity
COMPLIANCE AGREEMENT

NAME OF COMPANY: Great Lakes Electronics / Almet

I/We have received and read Chapter 235 of the Seminole County Code. I/We fully understand that I/We must abide by and incorporate the requirements and standards of service set forth in this chapter in each agreement to provide service in Seminole County. I/We understand that failure to comply with any or all of the standards or requirements set forth in Chapter 235 of the Seminole County Code will result in termination of the Certificate of Public Convenience and Necessity.

Owner: _____ Date: 7/28/2008
Signature

Print Name Daniel S. ZACK Date: 7/28/2008

Notary _____ Date: 07-28-08
Signature

Print Name Kerri Leiper Date: 07-28-08

State Of Florida
County of Volusia

NOTARY PUBLIC
KERRI LEIPER
Notary Public, State of Florida
Commission# DD698962
My comm. expires July 30, 2011

Seminole County

Certificate of Public Convenience and Necessity

VEHICLE IDENTIFICATION LIST

Please complete this form and include payment to cover the $20.00 per vehicle fee.

Seminole County will issue a decal for each vehicle listed below.

- The decal will be issued upon COPCN approval and is to be displayed on the driver's side of the vehicle.

Company Name: Great Lakes Electronics/Almet

YEAR	MAKE	MODEL	TYPE (roll-off, etc.)	TAG NUMBER	FLEET ID NUMBER	DECAL NUMBER *For County Use Only*
2003	Volvo		roll-off	N6683M		
2000	Freightliner		Box	N0481K		
1995	Freightliner		Box	N0484K		

Total number of vehicles: 3

X 20.00 per vehicle 20.00

Sum: 60.00

Make copies as necessary

Seminole County

Certificate of Public Convenience and Necessity

AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF Florida

COUNTY OF Volusia

COMES NOW, Daniel S. ZACK, being first duly sworn, who deposes and says:

(1) That he/she is the Vice President, an officer of Great Lakes Electronics - Almet, INC. corporation existing under the laws of the State of Michigan;

(2) That he/she is authorized to execute the Certificate Of Public Convenience And Necessity Application on behalf of the above named corporation; and

(3) That this Affidavit is made to induce Seminole County to issue a Certificate of Public Convenience and Necessity for solid waste commercial collection services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

_____, Affiant

The following Affidavit was signed, acknowledged and sworn to by DANIEL S. ZACK

_____ before me this 28 day of July, 20 08

KERRI LEIPER
Notary Public, State of Florida
Commission# DD698962
My comm. expires July 30, 2011

_____
Notary Public, State of Florida

My commission expires: 07-28-08

State of Florida
County of Volusia

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Foreign Profit Corporation

GREAT LAKES ELECTRONICS/ALMET, INC.

Filing Information

Document Number	F06000005282
FEI Number	205272892
Date Filed	08/11/2006
State	MI
Status	ACTIVE

Principal Address

407 FLOMICH STREET
DAYTONA BEACH FL 32117

Changed 08/09/2007

Mailing Address

411 SOUTH OLD WOODWARD
928
BIRMINGHAM MI 48009

Changed 03/27/2008

Registered Agent Name & Address

ZACK, DANIEL S
1590 GARDEN AVENUE
HOLLY HILL FL 32117 US

Name Changed: 08/09/2007

Address Changed: 03/27/2008

Officer/Director Detail

Name & Address

Title CDP

ZACK, NATHAN A
411 SOUTH OLD WOODWARD, #928
BIRMINGHAM MI 48009

Title DV

ZACK, DANIEL S
1590 GARDEN AVENUE

HOLLY HILL FL 32117

Annual Reports

Report Year	Filed Date
2007	08/09/2007
2008	03/27/2008

Document Images

03/27/2008 -- ANNUAL REPORT View image in PDF format

08/09/2007 -- ANNUAL REPORT View image in PDF format

08/11/2006 -- Foreign Profit View image in PDF format

Note: This is not official record. See documents if question or conflict.

Previous on List **Next on List** **Return To List**

No Events **No Name History**

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 10/03/2008

PRODUCER
Preferred Underwriters, Inc.
16250 Northland Dr., Ste. #235
Southfield MI 48075-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
GREAT LAKES ELECTRONICS-ALMET, INC.
407 FLOMICH ST
HOLLY HILL FL 32117-

INSURER A: AUTO-OWNERS INSURANCE COMAPNY
INSURER B:
INSURER C:
INSURER D:
INSURER E:

A++

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	AOB10062008	10/06/2008	10/06/2009	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 50,000
	CLAIMS MADE X OCCUR		/ /	/ /	MED EXP (Any one person)	$ 5,000
					PERSONAL & ADV INJURY	$ 1,000,000
			/ /	/ /	GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PROJECT LOC		/ /	/ /	PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO					
	ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS		/ /	/ /	BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
			/ /	/ /	PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO		/ /	/ /	OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY		/ /	/ /	EACH OCCURRENCE	$
	OCCUR CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE		/ /	/ /		$
	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	WC STATUTORY LIMITS / OTHER	
					E.L. EACH ACCIDENT	$
			/ /	/ /	E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE POLICY LIMIT	$
	OTHER		/ /	/ /		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
SEMINOLE COUNTY, OFFICIALS, OFFICERS AND EMPLOYEES INCLUDED AS ADDITIONAL INSUREDS. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY, AND COVERAGE PROVIDED ARE IN FULL COMPLIANCE WITH INSURANCE REQUIREMENTS. 30 DAYS NOTICE OF CANCELLATION OR RESTRICTION OF COVERAGE. AUTO-OWNERS INSURANCE COMPANY HAS BEST RATING OF A++, NAIC 18988.

CERTIFICATE HOLDER | X | ADDITIONAL INSURED; INSURER LETTER: A

SEMINOLE COUNTY
1101 E 1ST STREET
SANFORD FL 32771-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Create PDF files without this message by purchasing novaPDF printer (http://www.novapdf.com)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2009

PRODUCER (386)252-5546 FAX: (386)258-2273
Hayward Brown, Inc.
202 Seabreeze Boulevard
PO Box 265129
Daytona Beach FL 32126-5129

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Great Lakes Electronics-Almet, Inc.

407 Flomich St
Holly Hill FL 32117

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Bridgefield Casualty Co	Best Rating A
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	196-05860	10/16/2008	10/16/2009	X WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

(407)324-5731
Seminole County
1101 E First Street
Sanford, FL 32771

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Mary Holt/MDH

Mary Holt

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SA 9GREA17

DATE (MM/DD/YYYY) 03/19/09

PRODUCER
LSG Insurance Partners
2369 Franklin Road
PO Box 3000
Bloomfield Hills MI 48302-3000
Phone: 248-332-3100 Fax: 248-332-6396

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Great Lakes Electronics-
Almet, Inc
407 Flomich Ave
Holly Hill FL 32117

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Mutual Insurance Co	23396
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY / PRO-JECT / LOC					
		AUTOMOBILE LIABILITY					
A	X	X ANY AUTO	CA205981600	02/01/09	02/01/10	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					
A		Physical Damage	CA205981600	02/01/09	02/01/10	Comp Ded	$500
		Actual Cash Value				Coll Ded	$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Electronics Recycling. Seminole County, its officials, officers and employees are included as Additional Insureds for Automobile Liability as respects the ongoing operations of the named insured during the noted policy term and in accordance and full compliance of Seminole County Code, Chapter 235. Coverage is Primary/Non-contributory. Amerisure Mutual rating is A+ X.

CERTIFICATE HOLDER

Seminole County
1101 E 1st Street
Sanford FL 32771

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert O Schwartz

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Adult Treatment Drug Court - Grant Application

DEPARTMENT: Fiscal Services **DIVISION:** Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Jennifer Bero **EXT:** 7125

MOTION/RECOMMENDATION:
Approve to submit a grant application to the Substance Abuse and Mental Health Services Administration requesting up to $900,000.00 in funding through their Adult Treatment Drug Court Program; and authorize the County Manager to execute supporting documents as may be required for the application.

County-wide Jennifer Bero, Michele Saunders

BACKGROUND:

The Substance Abuse and Mental Health Services Administration (SAMHSA) is accepting applications to expand substance abuse treatment capacity in Adult Drug Courts. The program seeks to address gaps in the continuum of treatment by expansing and/or enhancing substance abuse treatment services in the problem-solving courts which use the treatment drug court model in order to provide alcohol and drug treatment, screening, assessment, case management, and program coordination to offenders.

The Seminole County Adult Drug Court Program and Judiciary submitted a request to staff for the County to serve as the applicant and fiscal agent in pursuit of the grant. The proposed program enhancements would improve community response to the needs of non-violent criminal offenders whose legal problems stem from the abuse of illegal drugs and alcohol. The targeted program enhancements include:

Increasing the number of drug court participants by adding service capacity; establishing a Veterans outreach and treatment program for soldiers returning from war with drug dependency problems; implementing a partnership with an HIV/AIDS non-profit organization to provide testing, screening, prevention and education; establishing a lower-level Pre-Trial Diversion treatment program; implement a family treatment program to provide education and tools for a successful recovery; developing a life skills program to improve resume writing and interviewing skills; providing transportation assistance such as bus passes or tokens; improving drug testing methods and compliance rates; access for the Drug Court Team to attend training and certification conferences; and conducting scientific and independent full-process evaluations.

Due May 8, 2009, the proposed application would request up to $300,000.00 per year for a 3-year period (totaling up to $900,000.00). There is no match requirement for this grant; therefore, no financial commitment is required of Seminole County. If awarded, an agreement between Seminole County and the Judiciary would be initiated to define the roles and responsibilities of each agency. Both this agreement and the grant agreement with SAMHSA

would be managed by the Community Services Department.

STAFF RECOMMENDATION:

Staff recommends that the Board approve to submit a grant application to the Substance Abuse and Mental Health Services Administration requesting up to $900,000.00 in funding through their Adult Treatment Drug Court Program; and authorize the County Manager to execute supporting documents as may be required for the application.

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #09-42 - $57,651 - Public Works - Stormwater Fund & Public Works Grant Fund - segregation of grant funding

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Fredrik Coulter **EXT:** 7180

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-42 through the Stormwater Fund and the Public Works Grant Funds in the amount of $57,651.00 in order to segregate the funding of previously established grant funded projects.

County-wide Fredrik Coulter

BACKGROUND:

The Public Works Grant Fund (11916) was established in order to segregate State and Federal Grant funded projects from projects without State and Federal Single Audit reporting requirements. However, certain grant funded projects, which were initially funded prior to the establishment of the Public Works Grant Fund, have been included in the Stormwater Fund. The attached Budget Amendment Request (BAR) segregates the grant funded portions of the following project by moving the grant funded portion of the project to the Public Works Grant Fund.

HOWELL CREEK TOTAL MAXIMUM DAILY LOAD (00278602)

The Howell Creek Total Maximum Daily Load project was established to collect additional water quality data along the main stem and tributaries of Howell Creek in order to further delineate actual pollutant load sources for use in the Lake Jesup Total Maximum Daily Load Basin Management Action Plan (TMDL BMAP) and restoration. To complete this project, the County shall install and monitor a minimum of three autosamplers within the Howell Creek basin. Additional samplers may be added to this effort depending upon funding availability by the County.

On May 20, 2008, the Board of County Commissioners approved a Cost Share Agreement between The St. Johns River Water Management District (SJRWMD) and Seminole County under which 50% of the total cost of the project as estimated by the SJRWMD, or $28,767, were to be reimbursed by the SJRWMD. SJRWMD's cost estimate was based upon the costs of maintaining and monitoring existing sampling sites, with equipment already owned by the monitoring entity.

The total cost of the project is estimated by the Public Works Department to be $78,767, of which the net cost to the County will be $50,000. This estimate includes the costs of

purchasing the necessary equipment and setting up the sampling sites. This project is anticipated to be completed June 2010. As of September 30, 2008, no expenditures have been made for this project.

Project Cost Summary

Fund:	Stormwater	Public Works Grants	Total
Expended - through 9/30/08	$ -	$ -	$ -
Current Budget	78,767	-	78,767
BAR	(28,767)	28,767	-
Adjusted Budget	50,000	28,767	78,767
Future Programmed CIP	-	-	-
Total Anticipated Cost	$ 50,000	$ 28,767	$ 78,767

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-42 through the Stormwater Fund and the Public Works Grant Funds in the amount of $57,651.00 in order to segregate the funding of previously established grant funded projects.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By:
No additional reviews

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Fredrik Coulter Analyst	4/2/09 Date
Budget Manager	Date
Director	Date
09-42 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Works**
Fund(s): Stormwater and Public Works Grant Funds

PURPOSE: To correct the budgeting for certain Public Works grants.

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
11916.334365.077401CF	00278602	State Grant - Stormwater Management (Howell Creek TMDL)	28,767
13000.077430.530310	00278602	Professional Services (Howell Creek TMDL)	28,767
13000.999930.599998		Reserve for Contingencies	117
Total Sources			**$ 57,651**

Uses:

Account Number	Project #	Account Title	Amount
11916.077401.530310	00278602	Professional Services (Howell Creek TMDL)	28,767
13000.337900.077430CF	00278602	Local Grants and Aids (Howell Creek TMDL)	28,884
Total Uses			**$ 57,651**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2009-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

_____
Maryanne Morse, Clerk to the
Board of County Commissioners

By:_____
Bob Dallari,
Chairman

Date: _____

Date: _____

Entered by County Finance Department

_____

Date: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #09-43 - $178,796 - Natural Lands/Trails Fund & Public Works Grant Fund - establish grant funding and additional match funding for Big Tree Park Trailhead project

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Fred Coulter **EXT:** 7180

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-43 through the Natural Lands / Trails Fund and the Public Works Grant Fund in the amount of $178,796.00 to establish grant funding and to increase the match funding for the Big Tree Park Trailhead project.

County-wide Fred Coulter

BACKGROUND:

The **Big Tree Park Trailhead** project is for the design, permitting, and construction of a trailhead for the Cross Seminole Trail at Big Tree Park on General Hutchison Parkway.

The project was initially established as a budgeted project in the FY 2007/08 budget. Funding of $118,204 was segregated from the Cross Seminole Trail project to establish the project as a separate project. Funding was carried forward into FY 2008/09 budget.

In March of 2007, a grant application was submitted to the Florida Department of Environmental Protection (FDEP). The total cost of the project was estimated at $297,000. On March 25, 2008, a Project Agreement from the Recreational Trails Program of the FDEP was accepted by the Board of County Commissioners. The Project Agreement provided $148,500 toward the cost of the project; a 50% match to the estimated total project cost. This grant funding was never established budgetarily.

Implementation of the project has been delayed due to issues regarding mitigation costs. Total expenditures to date total $1,000 for a permit from the St. Johns River Water Management District. The total estimated cost of the project remains unchanged at $297,000, with a net cost to the County of $148,500. The project is anticipated to be completed by March 26, 2010, the date of the termination of the Project Agreement.

The attached Budget Amendment Request (BAR) establishes the grant revenue ($148,500) and adjusts the County funded portion to reflect the total required match to fully fund the project ($30,296) from available savings in the **Cross Seminole Trail** project.

Project Cost Summary

	Fund: Natural Lands/Trails	Public Works	Total

		Grants	
Expended - through 9/30/08	$ -	$ -	$ -
Current Budget	118,204	-	118,204
BAR	30,296	148,500	178,796
Adjusted Budget	148,500	148,500	297,000
Future Programmed CIP	-	-	-
Total Anticipated Cost	$ 148,500	$ 148,500	$ 297,000

The attached BAR does not affect the Reserves.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-43 through the Natural Lands / Trails Fund and the Public Works Grant Fund in the amount of $178,796.00 to establish grant funding and to increase the match funding for the Big Tree Park Trailhead project.

ATTACHMENTS:

1. Bduget Amendment Request

Additionally Reviewed By:
No additional reviews

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Fredrik Coulter Analyst	4/1/09 Date
Budget Manager	Date
Director	Date
09-43 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Works**
Fund(s): Natural Lands/Trails and Public Works Grant Funds

PURPOSE: To recognize grant funding & fully fund County match for the Big Tree Park Trailhead project and accounting adjustment.

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
32100.077533.560650	00187753	Construction in Progress (Cross Seminole Trail)	$ 30,296
11916.334750.077518	00187757	Environmental Protection Grant (Big Tree Park Trailhead)	148,500
Total Sources			**$ 178,796**

Uses:

Account Number	Project #	Account Title	Amount
32100.077533.560650	00187757	Construction in Progress (Big Tree Park Trailhead)	$ 30,296
11916.077518.560650	00187757	Construction in Progress (Big Tree Park Trailhead)	148,500
Total Uses			**$ 178,796**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2009-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

_____
Maryanne Morse, Clerk to the
Board of County Commissioners

By:_____
Bob Dallari,
Chairman

Date: _____

Date: _____

Entered by County Finance Department

_____

Date: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #09-45 - $250,923 - Leisure Services - Natural Lands Bond Fund

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Polk **EXT:** 7177

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-45 through the Natural Lands/Trails Bond fund in the amount of $250,923.00 in order to fund the Wilson's Landing Improvement Project.

County-wide Lin Polk

BACKGROUND:

During the 4/14/2009 Board of County Commissioner's Meeting, the Board approved the following improvements to Wilson's Landing:

Construction of a pavilion in the footprint of the existing house and the addition of paths to the boardwalk and existing walkways, interpretive signage, and modification to and installation of a mooring platform on the existing boardwalk.

Pavilion and Kiosk Structures: $164,956

Hardscape items: $78,657

Dock and other amenities: $38,961

Design and permitting: $38,000

Contingency: $32,057

Subtotal: $352,631

Current Funding: FRDAP Grant: $76,281 + Grant Match $25,427 = $101,708

Estimated Additional Funding Required: $250,923

The additional funding is being provided through the Natural Lands/Trails Bond Fund. Remaining reserves for Natural Lands (#999990.599998) is $2,882,825.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-45 through the Natural Lands/Trails Bond fund in the amount of $250,923.00 in order to fund the Wilson's Landing Improvement Project.

ATTACHMENTS:

1. BAR #09-45

Additionally Reviewed By:
No additional reviews

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
B. Crawford Analyst	Date
Budget Manager	Date
Director	Date
09-45 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: Leisure Services
Fund(s): Natural Land/Trails Fund

PURPOSE: Funding for CIP# 80000010, Wilson's Landing Improvements.

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
32100.999990.599998		Reserve for Contingencies	$250,923
Total Sources			**$ 250,923**

Uses:

Account Number	Project #	Account Title	Amount
32100.113020.560650	80000010	Construction In Progress	$250,923
Total Uses			**$ 250,923**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2009-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

_____
Maryanne Morse, Clerk to the
Board of County Commissioners

By:_____
Bob Dallari, Chairman

Date: _____

Date: _____

Entered by County Finance Department

_____

Date: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BCR #09-09 - $52,790 - Public Works - Stormwater Fund - Lake Jesup Water Quality Model

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Fred Coulter **EXT:** 7180

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute Budget Change Request (BCR) #09-09 through the Stormwater Fund in the amount of $52,790.00 in order to establish and fund the Lake Jesup Water Quality Model project.

County-wide Fred Coulter

BACKGROUND:

The Lake Jesup Water Quality Model project will update and finalize the Lake Jesup Water Quality Model and final report. The water quality model utilized is the Environmental Protection Agency's (EPA) River and Stream Water Quality Model (QUAL2K). The final report and model will be utilized in the Lake Jesup Basin Management Action Plan (BMAP) and should provide rationale for re-assessing/re-analyzing the Jesup Total Maximum Daily Load (TMDL) during the next five year TMDL cycle. Staff will also be trained to use and update this model as additional information becomes available.

Activities associated with this request will provide information necessary to meet TMDL regulatory compliance requirements in the most cost effective manner. This analysis and model provide necessary information to more realistically assess the Florida Department of Environmental Protection's (FDEP) assigned TMDL pollutant load allocation for unincorporated Seminole County. The results of this project could end up saving the county potentially millions of dollars in mandated projects that could prove to be unnecessary.

This project should be completed by September, 2010, at an estimated cost of $52,790. The funding for this project is created by segregating existing funds in the Water Quality Program's current year budget.

Stormwater Fund Reserves will not be affected by the attached BCR.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Budget Change Request (BCR) #09-09 through the Stormwater Fund in the amount of $52,790.00 in order to establish and fund the Lake Jesup Water Quality Model project.

ATTACHMENTS:

1. Budget Change Request

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY BUDGET REQUEST

Budget Division Use only:

BCR	☒	09-09

DATE: 04/01/09

FROM: **Department** Public Works

Division Roads / Stormwater

WHAT IS NEEDED:

Operational Adjustment	Project Adjustment
☐ More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Cost)	☐ More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increased Cost)
☐ More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Scope)	☐ More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increase Scope)
☐ New program or service: program or service is not in this fiscal year's budget.	☒ New project: Project is not in this fiscal year's budget.

Detailed Explanation:

To provide funding for the Lake Jesup Water Quality Model project.

Fund # 13000 **Fund Name** Stormwater Fund

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	13000.077430.530310		Professional Services	$ 52,790
			TOTAL	$ 52,790

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER TO	13000.077430.530310	00276904 (new)	Professional Services (Lake Jesup Water Quality Model)	$ 52,790
			TOTAL	$ 52,790

RECOMMENDATION: ☒ Approval Date 4/1/2009 Analyst F V Coulter Budget Manager _____

REVIEW: FS Director _____ County Manager _____

BCC APPROVAL: BCC Meeting Date 4/28/09 Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Resolution – Variable Non-Ad Valorem Assessment Rates

DEPARTMENT: Fiscal Services **DIVISION:** MSBU

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Kathy Moore **EXT:** 7179

MOTION/RECOMMENDATION:
Board approve the requested Resolution establishing the 2009 assessment rates for each MSBU for which the annual assessment rate varies per budgeted operating cost.

County-wide Kathy Moore

BACKGROUND:

The proposed Resolution is an annual requirement for the existing MSBUs that have variable assessment rates. The Resolution establishes the 2009 non-ad valorem assessment rate for the MSBUs that by the nature of services or improvements provided are subject to annual determination of an assessment rate. All proposed assessments are in accordance with the provisions noted in the respective governing ordinances.

The non-ad valorem assessment rates exhibited in the Resolution will be posted to the MSBU Program website in July for public access and inquiry.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the requested Resolution establishing the 2009 assessment rates for each MSBU for which the annual assessment rate varies per budgeted operating cost.

ATTACHMENTS:

1. Resolution
2. Summary of Rate Adjustments

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

RESOLUTION NO. 2009 R-_____ SEMINOLE COUNTY, FLORIDA

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON APRIL 28, 2009.

WHEREAS, certain Municipal Service Benefit Units ("Unit" or "Units") have been created by ordinance for the purpose of providing specific services and/or improvements within each Unit on a continuing basis; and

WHEREAS, each year for each Unit a non-ad valorem assessment is calculated based upon cost of providing the service for that Unit for that year; and such non-ad valorem assessment shall be levied upon each parcel of land within the Unit in proportion to the benefits derived from the provisions of such service; and

WHEREAS, the Seminole County Board of County Commissioners has adopted the uniform method of collection for non-ad valorem assessments pursuant to Florida Statutes Section 197.3632; and

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

Section 1. The non-ad valorem assessment rate to be recorded on the 2009 Non-Ad Valorem Assessment Roll for each existing Municipal Services Benefit Unit established with a variable rate provisions shall be as documented in Exhibit A. Exhibit "A" Table I attached and incorporated herein hereby establishes the non-ad valorem assessment for services to the listed Municipal Service Benefit Units for the fiscal year October 1, 2009 until September 30, 2010. Exhibit "A" Table II attached and

incorporated herein hereby establishes the non-ad valorem assessment for solid waste collection and/or disposal services coordinated through the Municipal Service Benefit Units for calendar year 2010; beginning January 1, 2010 through December 31, 2010. Exhibit "A" Table III attached and incorporated herein hereby establishes the non-ad valorem assessment for street lighting improvements coordinated through the Municipal Service Benefit Units for fiscal year October 1, 2009 until September 30, 2010.

Section 2. For each parcel listed and/or included in the exhibited MSBUs, the lien for that assessment shall be deemed satisfied upon payment of the assessment amount for said parcel.

ADOPTED this 28th day of April, 2009.

BOARD OF COUNTY COMMISSIONERS

ATTEST:

SEMINOLE COUNTY, FLORIDA

_____

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

By: _____

Bob Dallari, Chairman

EXHIBIT A

Table I

AQUATIC WEED CONTROL & OTHER

MSBU	IMPROVEMENT	PER	ASSESSMENT RATE
HOWELL CREEK	Aquatic Weed Control	Front Foot	$ .20
LAKE AMORY	Aquatic Weed Control	Parcel	$300.00
LAKE MILLS	Aquatic Weed Control	Parcel	$650.00
LAKE MIRROR	Aquatic Weed Control	Parcel/Unit	$250.00
LAKE PICKETT	Aquatic Weed Control	Parcel	$ 45.00
LAKE SPRING	Aquatic Weed Control	Parcel	$385.00
CEDAR RIDGE	Landscaping & Grounds	Parcel	$195.00

Table II

SOLID WASTE MANAGEMENT

MSBU	IMPROVEMENT	PER	ASSESSMENT RATE
Solid Waste Collection & Disposal Assessments	Option 1 – Curbside collection with disposal services	Residential Dwelling	**$190.00**
	Option 2 - Curbside collection with disposal services	Residential Dwelling	**$185.00**
	Option 3 - Curbside collection with disposal services	Residential Dwelling	**$175.00**
	Option 4 - Curbside collection with disposal services	Residential Dwelling	**$170.00**
	Collection Exempt - Disposal Services	Residential Dwelling	**$70.00**

TABLE III

Street Lighting

MSBU #	MSBU NAME	ASSESSMENT RATE
001	Aldean Gardens	$ 45.00
002	Amberwood	$ 50.00
003	Amherst	$ 45.00
004	Apple Valley	$ 45.00
005	Arlington Park	$ 100.00
006	Autumn Glen Phase 1	$ 50.00
008	Bay Lagoon	$ 35.00
009	Bear Creek	$ 165.00
010	Bear Gully Bay	$ 180.00
011	Bear Lake Crossings	$ 65.00
012	Bear Lake Forest	$ 40.00
013	Bel-Aire Hills Unit 1	$ 30.00
014	Bel-Aire Hills Unit 2	$ 40.00
015	Bel-Aire Hills Unit 3	$ 35.00
016	Belle Meade	$ 170.00
017	Heritage Oaks	$ 55.00
018	Bonaventure Heights	$ 30.00
019	Brantley Cove	$ 80.00
020	Brantley Point	$ 35.00
021	Carolyn Estates	$ 45.00
022	Caribbean Heights	$ 35.00
023	Casa Aloma	$ 20.00
024	Cedar Ridge Units 1,2,3	$ 40.00
025	Carillon/Brighton Park Phase 2	$ 145.00
026	Citrus Point	$ 45.00
027	Cobblestone	$ 90.00
028	Colony Cove	$ 125.00
029	Country Club Heights Unit 1	$ 20.00
030	Country Lane	$ 140.00
031	Creek's Bend	$ 115.00
032	Country Club Drive	$ 85.00
033	River Walk	$ 245.00
034	Sanford Trails Estates	$ 90.00

035	Aloma Woods Phase 4	$ 70.00
036	Deer Run/Fairway Oaks	$ 50.00
037	Deer Run/Sterling Park 1,2,3	$ 25.00
038	Woodlands	$ 50.00
039	Dunhill	$ 55.00
040	English Estates	$ 25.00
041	English Woods	$ 40.00
042	Estates at Springs Landing	$ 285.00
043	Fern Terrace	$ 20.00
044	Florida Haven	$ 30.00
045	Forest Brook	$ 30.00
046	Forest Park Estates Section 1 & 2	$ 40.00
047	Foxchase Phase 1	$ 40.00
049	Foxwood Phase 1	$ 35.00
052	Garden Grove	$ 35.00
053	Garden Lake Estates	$ 30.00
054	Eagle's Point Phase 4	$ 100.00
056	Goldenrod Manor	$ 10.00
057	Governor's Point Phase 1 & 2	$ 55.00
059	Granada South	$ 70.00
060	Green Gate Estates	$ 40.00
061	Green Village	$ 30.00
062	Greenwood Lakes Unit 3	$ 70.00
063	Greenwood Lakes Unit D3A	$ 45.00
065	Gregory Drive	$ 40.00
066	Grove Estates	$ 20.00
067	Grove Hill Villas	$ 30.00
068	Hampton Park	$ 55.00
069	Hanover Woods	$ 165.00
070	Harbour Landing	$ 95.00
071	Harbour Ridge	$ 35.00
072	Highland Pines	$ 30.00
073	Isle of Windsor	$ 45.00
074	Hollowbrook	$ 35.00
075	Aloma Oaks Drive	$ 25.00
076	Hometown	$ 50.00
077	Howell Branch Woods	$ 30.00
078	Howell Cove	$ 90.00
079	Howell Estates	$ 35.00

080	Howell Harbour Estates	$ 185.00
081	Hunt Club Boulevard & Wekiva Trail	$ 15.00
082	Hunter's Glen	$ 35.00
083	Hunter's Point	$ 30.00
084	Huntington	$ 60.00
085	Carillon/Hunter's Stand	$ 125.00
086	Huntington Hills	$ 50.00
087	Huntleigh Woods	$ 45.00
088	Hyde Park	$ 85.00
089	Idyllwilde of Loch Arbor	$ 45.00
090	Indian Hills	$ 30.00
091	Kawilla Crest	$ 340.00
092	Kewannee Lakes	$ 105.00
093	King's Cove	$ 175.00
094	Lafayette Forest	$ 145.00
095	Lake Ridge Park	$ 20.00
096	Lakeview Village	$ 40.00
097	Lakewood at the Crossings Unit 1	$ 35.00
103	Laurelwood	$ 25.00
104	Lynwood	$ 45.00
105	Mandarin Section 1	$ 60.00
112	Markham Meadows	$ 155.00
113	Markham Place	$ 85.00
114	Markham Pointe	$ 35.00
115	Meadows West	$ 50.00
116	Middleton Oaks	$ 50.00
117	Mirror Lake	$ 40.00
118	Deer Run/Mystic Woods	$ 25.00
119	North Cove	$ 40.00
120	Northgate	$ 40.00
121	Northridge	$ 60.00
122	Kingston Oaks	$ 65.00
123	Oak Crest	$ 25.00
124	Oakland Hills	$ 25.00
125	Oakland Shores	$ 50.00
126	Old Grove Lane	$ 40.00
127	Orange Grove Park Unit 1	$ 35.00
129	Orange Grove Park Unit 3	$ 40.00
131	Pelican Bay	$ 45.00

132	Deer Run/Pinetree Village	$ 15.00
133	Quail Run	$ 165.00
134	Remington Oaks at the Crossings	$ 45.00
135	Reserve at the Crossings Phase 1 & 2	$ 55.00
136	Robin Hill	$ 55.00
137	Royal Estates	$ 60.00
138	Sanlando Estates	$ 40.00
139	Shannon Downs	$ 270.00
140	Silver Lakes E at the Crossings 1,2,3	$ 70.00
141	Silver Lakes W at the Crossings 1,2,3	$ 65.00
142	Spicewood	$ 35.00
143	Isles of Shadow Bay	$ 80.00
144	Springs Landing	$ 225.00
145	Spring Valley Chase	$ 30.00
146	Springview	$ 35.00
147	Sterling Oaks	$ 35.00
148	McNeil Woods	$ 85.00
149	Deer Run/Sterling Park 4	$ 20.00
150	Stillwater Phase 1	$ 50.00
153	Stockbridge Unit 1 & 2	$ 50.00
155	Sunland Estates	$ 32.00
156	Sunrise Unit 1 & 2A	$ 65.00
159	Sunrise Estates Unit 1	$ 35.00
160	Sunrise Estates Unit 2,3,4	$ 60.00
163	Sunrise Village Unit 5	$ 35.00
164	Sunrise Village Unit 6	$ 35.00
165	Sutter's Mill Unit 1	$ 40.00
166	Sutter's Mill Unit 2	$ 30.00
167	Sweetwater Springs	$ 285.00
168	Tamarak	$ 35.00
169	Tanglewood Estates	$ 35.00
170	Temple Terrace Annex	$ 25.00
171	The Crossings Master Community	$ 7.25
172	Tiffany Woods	$ 30.00
173	Trailwood Estates	$ 20.00
174	Tuscawilla	$ 55.00
175	Tuscawilla Ridge	$ 45.00
176	Tuskabay Phase 1	$ 65.00
178	Tuskawilla Point	$ 45.00

179	Tuskawilla Springs Phase 1 & 2	$ 75.00
180	Vestavia	$ 45.00
181	Victoria Park	$ 165.00
182	Village Green	$ 35.00
183	Weathersfield	$ 25.00
184	Weathersfield Second Addition	$ 30.00
185	Wekiva Club Estates Section 1,2,3,4	$ 30.00
186	Wekiva Club Estates Section 5	$ 20.00
187	Wekiva Club Estates Section 6	$ 40.00
188	Wekiva Club Estates Section 7	$ 50.00
189	Wekiva Club Estates Section 8	$ 30.00
191	Wekiva Club Estates Section 10	$ 60.00
192	Wekiva Cove Phase 1,2,3	$ 80.00
194	Wekiva Fairway Townhomes & Condos	$ 35.00
195	Wekiva Golf Villas Section 1	$ 20.00
196	Wekiva Golf Villas Section 2 & 3	$ 40.00
197	Carillon/Lockwood Blvd.	$ 55.00
198	Wekiva Hills Section 1	$ 15.00
199	Wekiva Hills Section 2,3,4,6,7	$ 55.00
201	Wekiva Hills Section 10	$ 85.00
202	Wekiva Hunt Club	$ 70.00
204	Wekiva Reserve Unit 2	$ 45.00
206	Wellington	$ 140.00
207	Willa Grove	$ 35.00
208	Willow Run	$ 80.00
209	Wingfield Reserve	$ 240.00
210	Bear Gully Forest	$ 105.00
211	Bear Lake Woods	$ 65.00
212	Winter Woods	$ 45.00
213	Woodbine	$ 50.00
214	Carillon/Redbridge	$ 140.00
215	Woodlands East	$ 50.00
216	Wrenwood Heights	$ 30.00
217	Ashford Park Townhomes	$ 85.00
218	Orange Estates	$ 45.00
219	Wynnwood	$ 65.00
220	Beverly Terrace	$ 45.00
221	Brantley Harbor	$ 60.00
222	Chuluota	$ 18.00

223	Jamestown	$ 30.00
224	Meredith Manor	$ 30.00
225	Prairie Lake	$ 25.00
226	Winwood Park	$ 25.00
228	Carillon/Westhampton Phase 1	$ 105.00
230	Tuska Ridge	$ 65.00
232	Ross Lake Shores	$ 60.00
233	Remington Park Phases 1 & 2	$ 80.00
234	Raintree Village in the Crossings	$ 75.00
235	Oak Creek	$ 310.00
236	Morgan Place	$ 95.00
238	Wekiva Green	$ 60.00
239	Wekiva Hunt Club Condominium	$ 80.00
240	Winwood 1,2,3,4	$ 55.00
241	Spring Valley Farms	$ 60.00
242	Howell Creek Park Phase 1 & 1A	$ 60.00
243	Hometown Phase 2	$ 70.00
244	Carillon/Heronwood	$ 135.00
245	Goldie Manor	$ 50.00
246	Academy Cove	$ 60.00
247	Academy Oaks	$ 70.00
248	Aloma Park	$ 30.00
249	Apple Valley Unit 4	$ 35.00
251	Sabal Woods Village	$ 50.00
253	Copperfield	$ 100.00
254	Crystal Creek	$ 55.00
255	Eagles West	$ 230.00
256	Bolling Farms	$ 75.00
257	Chase Groves - Unit 7A	$ 30.00
258	Bear Gully Pointe	$ 360.00
259	Chase Groves - Casa Verde Blvd.	$ 10.00
260	Chase Groves - Unit 1	$ 30.00
261	Chase Groves - Unit 6	$ 25.00
262	Coach Light Estates	$ 110.00
264	Lake Sylvan Cove	$ 30.00
265	Lake Tuskawilla Phase 3	$ 440.00
266	Lakes of Aloma	$ 75.00
267	Mayfair Oaks	$ 230.00
268	Orange Ridge Farms	$ 100.00

269	Pecan Cove	$ 200.00
271	Deer Run Master Community	$ 8.00
272	Deer Run Unit 1	$ 130.00
273	Deer Run Unit 5	$ 35.00
274	Deer Run Unit 6	$ 25.00
275	Deer Run Unit 7A & 7B	$ 30.00
276	Deer Run Unit 8A & 8B	$ 30.00
277	Deer Run Unit 9A	$ 30.00
279	Deer Run Unit 10	$ 35.00
280	Deer Run Unit 11	$ 25.00
281	Deer Run Unit 12A & 12B	$ 35.00
282	Deer Run Unit 14A & 14B	$ 50.00
283	Deer Run Unit 15	$ 30.00
284	Deer Run Unit 16	$ 40.00
285	Deer Run Unit 17	$ 25.00
286	Deer Run Unit 18	$ 40.00
287	Deer Run Unit 19A	$ 45.00
288	Deer Run Unit 20	$ 40.00
289	Deer Run Unit 21A & 21B	$ 30.00
290	Deer Run Unit 23A	$ 35.00
293	Deer Run/Deer Pointe	$ 225.00
294	Chelsea Place	$ 70.00
295	Creekwood	$ 40.00
296	Sanford Place	$ 35.00
297	Forrest Creek Estates	$ 195.00
298	Lake Brantley Club	$ 120.00
299	Lost Creek	$ 75.00
300	Carillon/Madison Park	$ 130.00
301	Sabal Point Spine Road	$ 8.00
302	Lone Pines	$ 85.00
304	Midway	$ 23.00
305	Aloma Woods	$ 70.00
309	Carillon/Stratton Woods	$ 90.00
310	Palm Point	$ 25.00
311	Beechwoods	$ 70.00
312	Hunt Club Boulevard South	$ 7.00
313	Johnson Hill	$ 30.00
314	Aloma Woods Blvd	$ 15.00
315	Eagle's Landing	$ 225.00

316	Myrtle Lake Hills	$ 30.00
317	Aloma Woods Phase 2	$ 70.00
318	Cedar Cove	$ 100.00
320	Carillon/Dorchester	$ 85.00
323	Estates of Aloma Woods	$ 100.00
324	Forest Glen	$ 35.00
325	Glades on Sylvan Lake Phase 1	$ 75.00
326	Village Of Remington	$ 70.00
327	Big Tree Crossing	$ 8.75
328	Sylva Glade	$ 55.00
329	Cypress Reserve	$ 285.00
330	Cardinal Glen	$ 105.00
331	Triange Terrace	$ 20.00
332	Bridgewater	$ 65.00
335	Wentworth	$ 135.00
336	Carrigan Woods	$ 70.00
339	Aloma Woods Phase 3	$ 100.00
340	Aloma Woods Phase 5	$ 60.00
341	Bear Stone	$ 105.00
342	Ridge High	$ 30.00
343	Sabal Palm	$ 45.00
346	Whitesand Cove	$ 80.00
348	Loch Arbor Unit 17	$ 80.00
349	Lake of the Woods	$ 7.00
350	Cameron Grove	$ 55.00
351	Lakehurst	$ 195.00
352	Fern Brook Trails	$ 35.00
353	Twin Lakes Manor	$ 105.00
354	Lakeview Drive	$ 50.00
355	Roseland Park	$ 30.00
356	Sawgrass	$ 135.00
357	Tucks Knoll	$ 230.00
358	Bentley Cove	$ 85.00
359	Brookwood	$ 100.00
360	East Pointe	$ 55.00
361	Glades on Sylvan Lake Phase 2	$ 60.00
362	Parc du lac	$ 95.00
363	Ridge Pointe Cove	$ 240.00
364	Sandy Lane Reserve	$ 70.00

365	Sweetwater Oaks	$ 60.00
366	Terra Bella	$ 30.00
367	Elegant Heights	$ 45.00
368	Elizabeth Avenue	$ 40.00
369	Lake Harriett Estates	$ 35.00
370	Montclair	$ 80.00
371	Orange Blossom Business Center	$ 8.00
372	Royal Oaks	$ 130.00
373	Stonehurst	$ 255.00
374	Trails Unit 1	$ 25.00
375	Waterstone	$ 100.00
376	Sterling Meadows	$ 5.00
377	Magnolia Pointe	$ 135.00
378	Hamilton Place	$ 240.00
379	Summerfield	$ 165.00
380	Bennington	$ 135.00

Summary: Non-Ad Valorem Assessment Changes from 2008 to 2009

All Assessment rates are within the limits of the governing ordinances.

Aquatic Weed Control

Howell Creek – Rate reduced from $.30/Waterfront Footage to $.20/Waterfront Footage

Lake Pickett – Rate reduced from $50.00 to $45.00 per unit.

Lake Mills – No adjustment required; same rate as prior year.

Lake Amory – No adjustment required; same rate as prior year. Rate is set at the maximum amount authorized per governing ordinance. Rate is below the level necessary to manage/control all invasive aquatic weeds impeding lake conditions. Participating property owners have been notified of this situation and have been given opportunity to reconsider funding level recommended.

Lake Spring – No adjustment required; same rate as prior year.

Lake Mirror – No adjustment required; same rate as prior year.

Landscape Maintenance

Cedar Ridge – No adjustment required; same rate as prior year.

Solid Waste

Service Options & Exemptions – Rate for primary Option 1 reduced from $191.00 to $190.00 per dwelling; Option 3 reduced from $176 to $175 per dwelling. All other rates remained the same as prior year.

Street Lighting

Efforts to stabilize rates (maintain annual rate fluctuations within a range of $0 to ±$5.00), and to assign rate in $5 increments whenever reasonable have continued. The following percentages are approximate:

- No rate change from prior year: 56%
- Rate decrease ≤ $5: 7%
- Rate increase ≤ $5: 34%
- Rate increase $6 to $10: 2%
- Rate increase > $10: 1%*

*Includes MSBUs with upgraded equipment.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Bowles Estates Minor Plat

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Brian Walker **EXT:** 7337

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the minor plat for Bowles Estates Subdivision located west of Bear Lake Road at 5960 Jessica Drive in Section 19, Township 21S, Range 29 E – Bryant & Kimberly Bowles, applicants.

District 3 Dick Van Der Weide Brian Walker

BACKGROUND:

The applicants, Bryant and Kimberly Bowles, are requesting approval of the Bowles Estates minor plat. The plat consists of two parcels totaling 3.75 acres more or less. The parcels are zoned R-1AA which require a minimum lot size of 11,700 square feet. Each lot meets all applicable zoning requirements for the R-1AA zoning district.

The plat will reference a conservation easement dedicated to Seminole County over the wetlands to be recorded governing the permitted activities within the conservation easement.

The plat meets all applicable requirements of Chapter 35, Section 35.122, Seminole County Land Development Code and Chapter 177, Florida Statutes. The proposed plat does not require a performance bond.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute the minor plat for Bowles Estates Subdivision located west of Bear Lake Road at 5960 Jessica Drive in Section 19, Township 21S, Range 29 E.

ATTACHMENTS:

1. Reduced Copy of Plat
2. Area Map
3. Location Map
4. Aerial Map
5. Conservation Easement

Additionally Reviewed By:

- [x] County Attorney Review (Kathleen Furey-Tran)

JAN 30 2009
DEVELOPMENT REVIEW

BOWLES ESTATES

SECTION 19, TOWNSHIP 21 SOUTH, RANGE 29 EAST
SEMINOLE COUNTY, FLORIDA

LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

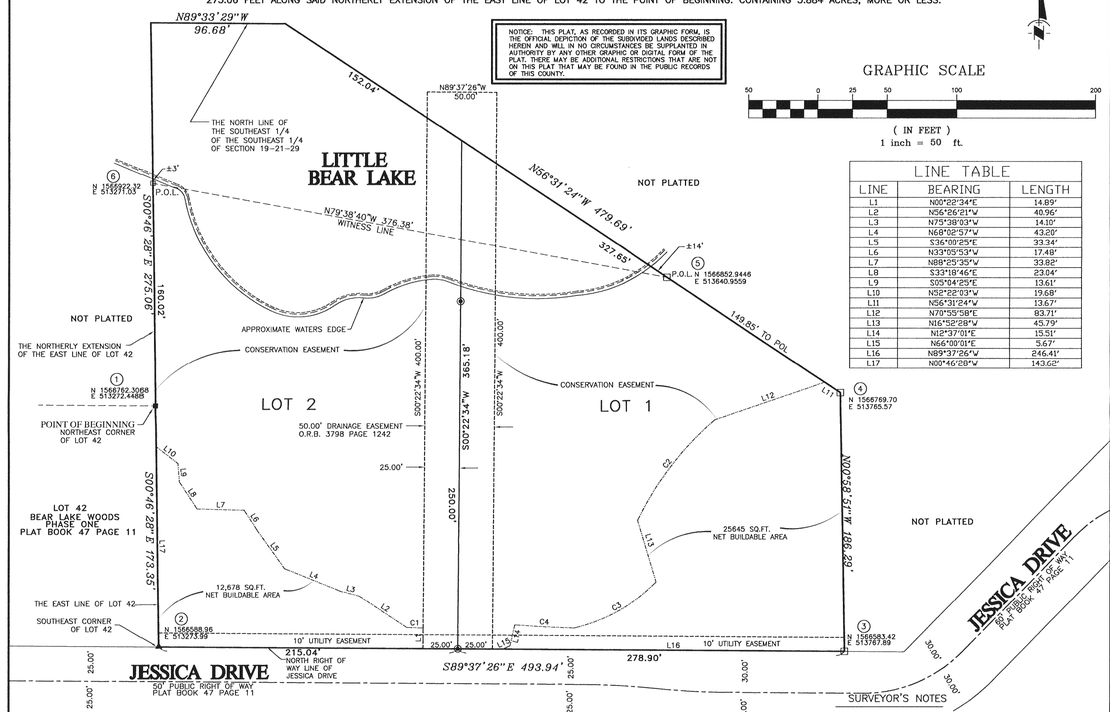
BEGIN AT THE NORTHEAST CORNER OF LOT 42, BEAR LAKE WOODS PHASE ONE, RECORDED IN PLAT BOOK 47, PAGE 11 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE S 00°46'28" E, 173.35 FEET ALONG THE EAST LINE OF SAID LOT 42 TO THE SOUTHEAST CORNER OF LOT 42, SAID SOUTHEAST CORNER LIES ON THE NORTH RIGHT OF WAY LINE OF JESSICA DRIVE; THENCE S 89°37'26" E, 493.94 FEET ALONG THE NORTH RIGHT OF WAY LINE OF SAID JESSICA DRIVE; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE RUN N 00°58'51" W, 186.29 FEET; THENCE N 56°31'24" W, 479.69 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE N 89°33'29" W, 96.68 FEET ALONG SAID NORTH LINE TO THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 42, BEAR LAKE WOODS PHASE ONE; THENCE S 00°46'28" E, 275.06 FEET ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF LOT 42 TO THE POINT OF BEGINNING. CONTAINING 3.884 ACRES, MORE OR LESS.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

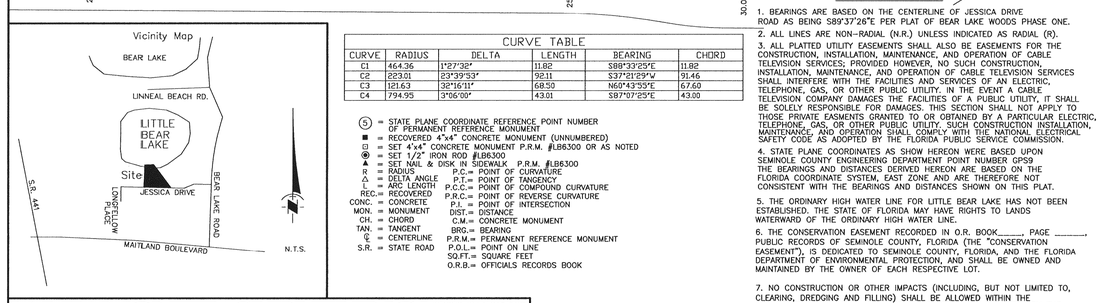
GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°22'34"E	14.89'
L2	N56°26'21"W	40.96'
L3	N75°38'03"W	14.10'
L4	N68°02'57"W	43.20'
L5	S36°00'25"E	33.34'
L6	N33°05'53"W	17.48'
L7	N88°25'35"W	33.82'
L8	S33°18'46"E	23.04'
L9	S05°04'25"E	13.61'
L10	N52°22'03"W	19.68'
L11	N56°31'24"W	13.67'
L12	N70°55'58"E	83.71'
L13	N16°52'28"W	45.79'
L14	N12°37'01"E	15.51'
L15	N64°00'01"E	5.67'
L16	N89°37'26"W	246.41'
L17	N00°46'28"W	143.62'



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	464.36	1°27'32"	11.82	S88°33'25"E	11.82
C2	223.01	23°39'53"	92.11	S37°21'29"W	91.46
C3	121.63	32°16'11"	68.50	N60°43'55"E	67.60
C4	794.95	3°06'00"	43.01	S87°07'25"E	43.00

Ⓢ = STATE PLANE COORDINATE REFERENCE POINT NUMBER OF PERMANENT REFERENCE MONUMENT
■ = RECOVERED 4"x4" CONCRETE MONUMENT (UNNUMBERED)
⊟ = SET 4"x4" CONCRETE MONUMENT P.R.M. #LB6300 OR AS NOTED
⊗ = SET 1/2" IRON ROD #LB6300
▲ = SET NAIL & DISK IN SIDEWALK P.R.M. #LB6300
R = RADIUS P.C.= POINT OF CURVATURE
Δ = DELTA ANGLE P.T.= POINT OF TANGENCY
L = ARC LENGTH P.C.C.= POINT OF COMPOUND CURVATURE
REC.= RECOVERED P.R.C.= POINT OF REVERSE CURVATURE
CONC. = CONCRETE P.I. = POINT OF INTERSECTION
MON. = MONUMENT DIST.= DISTANCE
CH. = CHORD C.M.= CONCRETE MONUMENT
TAN. = TANGENT BRG.= BEARING
℄ = CENTERLINE P.R.M.= PERMANENT REFERENCE MONUMENT
S.R. = STATE ROAD P.O.L.= POINT ON LINE
SQ.FT.= SQUARE FEET
O.R.B.= OFFICIALS RECORDS BOOK

SURVEYOR'S NOTES

1. BEARINGS ARE BASED ON THE CENTERLINE OF JESSICA DRIVE ROAD AS BEING S89°37'26"E PER PLAT OF BEAR LAKE WOODS PHASE ONE.
2. ALL LINES ARE NON-RADIAL (N.R.) UNLESS INDICATED AS RADIAL (R).
3. ALL PLATTED UTILITY EASEMENTS SHALL ALSO 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 DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASMENTS 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 CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
4. STATE PLANE COORDINATES AS SHOW HEREON WERE BASED UPON SEMINOLE COUNTY ENGINEERING DEPARTMENT POINT NUMBER GPS9 THE BEARINGS AND DISTANCES DERIVED HEREON ARE BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE AND ARE THEREFORE NOT CONSISTENT WITH THE BEARINGS AND DISTANCES SHOWN ON THIS PLAT.
5. THE ORDINARY HIGH WATER LINE FOR LITTLE BEAR LAKE HAS NOT BEEN ESTABLISHED. THE STATE OF FLORIDA MAY HAVE RIGHTS TO LANDS WATERWARD OF THE ORDINARY HIGH WATER LINE.
6. THE CONSERVATION EASEMENT RECORDED IN O.R. BOOK_____, PAGE _____, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA (THE "CONSERVATION EASEMENT"), IS DEDICATED TO SEMINOLE COUNTY, FLORIDA, AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND SHALL BE OWNED AND MAINTAINED BY THE OWNER OF EACH RESPECTIVE LOT.
7. NO CONSTRUCTION OR OTHER IMPACTS (INCLUDING, BUT NOT LIMITED TO, CLEARING, DREDGING AND FILLING) SHALL BE ALLOWED WITHIN THE CONSERVATION EASEMENT AREA EXCEPT AS OTHERWISE PERMITTED BY THE CONSERVATION EASEMENT.
8. NET BUILDABLE AREA IS AS DEFINED BY SEMINOLE COUNTY.

ALTAMONTE SURVEYING AND PLATTING, INC.
435 DOUGLAS AVE. SUITE 1005P
ALTAMONTE SPRINGS, FL 32714
PHONE: (407) 862-7566
FAX: (407) 862-6229

PLAT BOOK PAGE

BOWLES ESTATES

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS, That the undersigned, being the owner in fee simple of the lands described in the foregoing caption to this plat, does hereby dedicate said lands and plat for the uses and purposes therein expressed and does hereby dedicate the utility easement as shown hereon to the perpetual use of the public.

IN WITNESS WHEREOF, the undersigned does hereunto set his hand on this . day of 2009.

WITNESSES: OWNER:

_____ _____
BRYANT W. BOWLES, IV

_____

_____ _____
KIMBERLY D. BOWLES

_____

STATE OF FLORIDA COUNTY OF SEMINOLE

The forgoing instrument was acknowledged before me this day of , 2009 by BRYANT W. BOWLES, IV, AND KIMBERLY D. BOWLES. they are personally known to me or have produced _____ as identification and did not take an oath.

_____
NOTARY PUBLIC
Commission No._____
My Commission expires:_____

CERTIFICATE OF COUNTY SURVEYOR

I have reviewed this plat and find it to be in conformity with Chapter 177.08(1) Florida Statutes.

_____
Steve L. Wessels, P.L.S.
Florida Registration Number 4589
County Surveyor for Seminole County, Florida

DATE:_____

CERTIFICATE OF SURVEYOR

I hereby certify that this plat is a true and correct representation of the lands surveyed, that the survey was made under my responsible direction and supervision, and that the plat and survey data contained herein complies with all requirements of Chapter 177 of the Florida Statutes. I further certify that I have complied with the requirements of Chapter 177.091(7) regarding "permanent reference monuments" and that the land is located within Seminole County, Florida.

ALTAMONTE SURVEYING AND PLATTING, INC.

Signature_____ Dated: _____
Michael W. Solitro, President

Florida Registration No. 4458
Licensed Business No. 6300

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on ..... the foregoing plat was approved by the Board of County Commissioners of Seminole County, Florida:

.....
Chairman of the Board

ATTEST:

.....BY.....D.C.

CERTIFICATE OF CLERK OF CIRCUIT COURT

I HEREBY CERTIFY That I have examined the foregoing plat and find the it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record

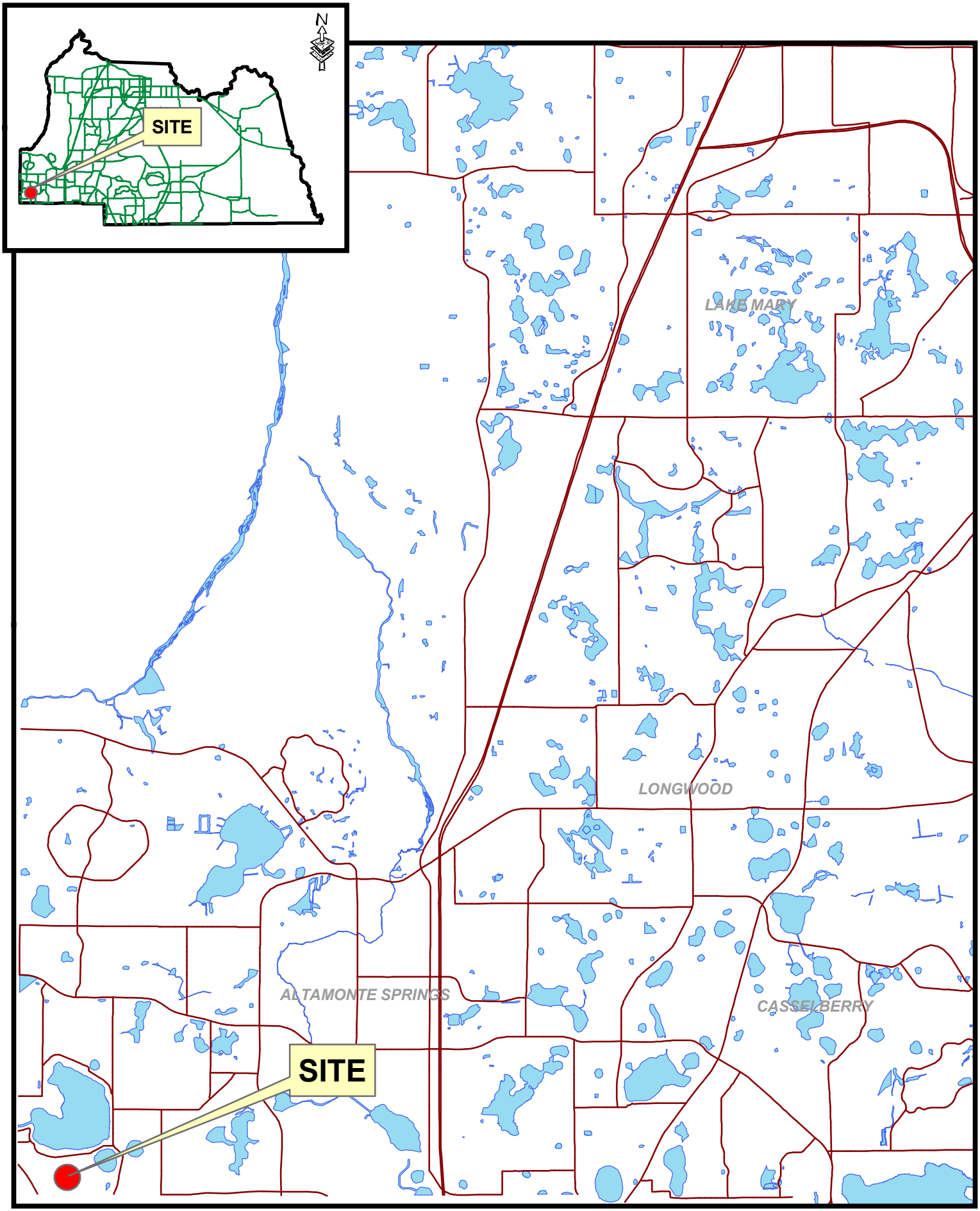
on ..... at.....

File No.....

.....
CLERK OF THE COURT
in and for Seminole County, Florida

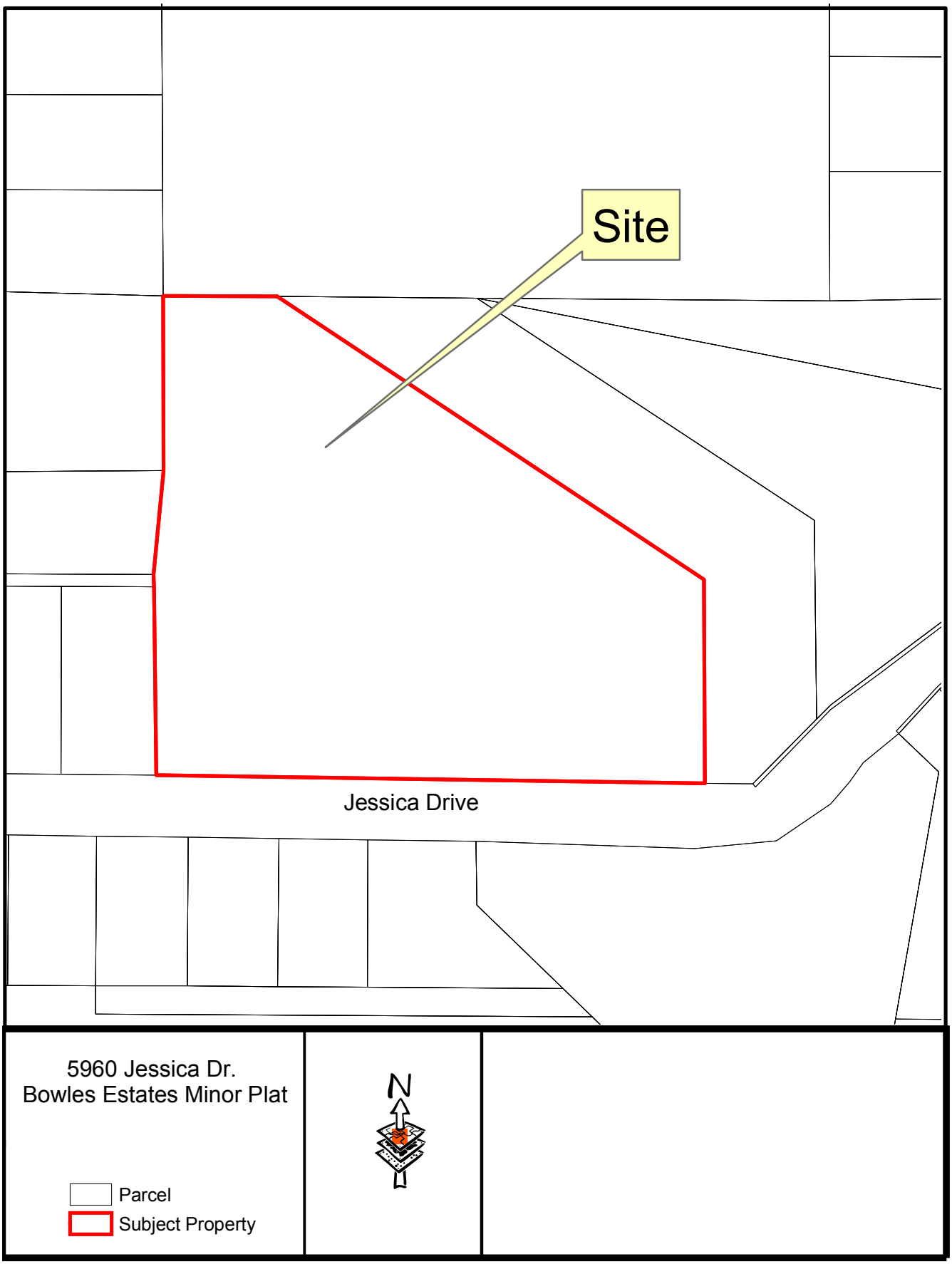
BY.....D.C.

6. THE CONSERVATION EASEMENT IS TO BE OWNED AND MAINTAINED BY



filename: L:\DR\temp\p&z\StaffMaps\GrandOaks.mxd Printed: 09/28/05

Area Map
5960 Jessica Drive
Bowles Estates


Site
Jessica Drive
5960 Jessica Dr.
Bowles Estates Minor Plat
N
Parcel
Subject Property

Aerial View
5960 Jessica Dr.
Bowles Estates Minor Plat

Parcel
Subject Property

N

This instrument was prepared by
and return recorded instrument to:

Jeffrey L. Kaplan, Esq.
KAPLAN LAW FIRM, P.L.
130 Remington Drive, Suite 1000
Oviedo, Florida 32765

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made on April 2nd, **2009**, by and between **BRYANT W. BOWLES, IV AND KIMBERLY D. BOWLES**, husband and wife, 5960 Jessica Drive, Apopka, Florida 32703 ("**Grantor**"), in favor of **SEMINOLE COUNTY, FLORIDA**, a political subdivision of the State of Florida, 1101 East First Street, Sanford, Florida 32771 (the "**County**"), and the **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**, _____ (collectively, the "**Grantee**").

W I T N E S S E T H:

WHEREAS, Grantor solely owns in fee simple certain real property in Seminole County, Florida, more particularly described on **Exhibit "A"** attached hereto and incorporated by this reference (the "**Property**"); and

WHEREAS, Grantor is in the process of platting the Property into two (2) individual lots (the "**Lot**" or "**Lots**") as evidenced by the Plat of the Property known as Bowles Estates to be recorded in the Public Records of Seminole County, Florida; and

WHEREAS, Grantor desires to preserve a portion of the Property identified in **Exhibit "B"** attached hereto and incorporated by this reference (the "**Conservation Easement Area**") in its natural condition in perpetuity, subject to the exceptions noted in this conservation easement.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Section 704.06, *Florida Statutes* (2008), except as otherwise provided herein, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Conservation Easement Area of the nature and character to the extent hereinafter set forth (the "**Conservation Easement**").

1. **Purpose**. The purpose of this Conservation Easement is to assure that the Conservation Easement Area will be retained in its existing natural condition and to prevent any use of the Conservation Easement Area that will impair or interfere with the environmental value of the Conservation Easement Area other than as set forth herein.

2. **Prohibited Uses**. Any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited except as otherwise provided herein:

a. construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground;

b. dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;

c. removing or destroying trees, shrubs or other vegetation;

d. excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface;

e. surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition;

f. activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation;

g. acts or uses detrimental to such retention of land or water areas;

h. acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

3. **General Reserved Rights**. Grantor reserves unto itself, and its successors and assigns, including, but not limited to, successors in title, all rights accruing from ownership of the Conservation Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Area, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. **Special Reserved Rights**. In addition to the general rights reserved above, Grantor reserves unto itself, and its successors and assigns, including, but not limited to, successors in title, the following specific rights:

a. Single-Family Residential Boat Dock. The right to construct one (1) single-family residential boat dock from each of the

two (2) Lots into Little Bear Lake subject to applicable rules, regulations and restriction of the Grantee, including, but not necessarily limited to, the following:

i. the owner shall obtain all necessary federal, state, local and/or special district permits and/or authorizations;

ii. each boat dock shall consist of no more than 1000 square feet of over-water surface area (includes adjacent wetlands);

iii. the boat dock shall be constructed on or held in place by pilings and is constructed so as not to involve filling or dredging other than that necessary to install the pilings;

iv. the boat dock shall not substantially impede the flow of water, cause water pollution, or create a navigational hazard;

v. the boat dock shall be used only for recreational, non-commercial activities associated with the mooring or storage of boats, personal watercraft and related paraphernalia; and

vi. there shall be no boat ramp or apron other than the natural edge of the water.

b. Pedestrian and Vehicular Access. The right to clear and construct on each Lot: (1)boardwalk from the upland portion of each Lot through the Conservation Easement Area to Little Bear Lake for pedestrian traffic; and (2) a path from the upland portion of each Lot through the Conservation Easement Area to the water's edge for vehicular access for the purpose of loading and unloading a boat or other personal watercraft; subject to applicable rules, regulations and restrictions of the Grantee, including but not necessarily limited to, the following:

i. the boardwalk shall not exceed a width of six feet; and

ii. The vehicular path shall not exceed a width of ten (10) feet and shall consist of a stabilized surface made of shells, rocks, soil or other pervious material; and

iii. the total area of clearing and construction on each Lot within the Conservation Easement Area for all boardwalks and other improved areas shall not exceed 10% of the total wetlands within the Lot; and

iv. pedestrian and vehicular access, and other improved areas, within the Conservation Easement Area shall be designed and located in order to minimize any impact on normal and storm surface water flows.

c. Limited Vegetation Clearing and Trimming. The right to remove non-indigenous and nuisance vegetation within the Conservation Easement Area.

5. **Rights of Grantee**. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

a. to enter upon and inspect the Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement;

b. to proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Area that may be damaged by any activity inconsistent with this Conservation Easement.

6. **Grantee's Discretion**. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

7. **Grantee's Liability**. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur within the Conservation Easement Area arising from Grantor's ownership thereof. Neither Grantor, nor any person or entity claiming by or through Grantor, shall hold Grantee liable for any damage or injury to person or personal property which may occur within the Conservation Easement Area.

8. **Acts Beyond Grantor's Control**. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Conservation Easement Area resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Conservation Easement Area or to persons resulting from such causes.

9. **Recordation**. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Seminole County, Florida, and shall re-record it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

10. **Successors**. The covenants, terms, conditions and restriction of this Conservation Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representative, heirs, successors and assigns, including, but not limited to, successors in title, and shall continue as a servitude running in perpetuity with the Property. Grantee will hold this Conservation Easement exclusively for conservation purposes.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Witness Print Name: Maria Simmerman

Bryant W. Bowles, IV

Witness Print Name: Maria Simmerman
Nelcy Reeves

Kimberly D. Bowles

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 2 day of April, 2009, by Bryant W. Bowles, IV and Kimberly D. Bowles who are personally known to me.

[Notary Seal]
JULIE TRUJILLO
Notary Public - State of Florida
My Comm. Expires Jun 8, 2010
Commission # DD 841449
Bonded Through National Notary Assn.

Print Name: Julie Trujillo
Notary Public, State of Florida
Commission No.: DD 841449
My Commission Expires: 6·8·10

Attachments: Exhibit "A" Property Description
Acceptance of Easement Form

P:\Users\Legal Secretary CSB\Planning & Development\Conservation Easement - Bowles.doc

ACCEPTANCE BY SEMINOLE COUNTY:

WITNESS:

_____

_____

PLANNING & DEVELOPMENT DEPARTMENT
DEVELOPMENT REVIEW DIVISION
SEMINOLE COUNTY, FLORIDA

By:_____
Laurence Poliner, P.E.
Development Review Manager

Date: _____

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

_____
Seminole County Attorney's Office

Within the authority delegated by the County Manager pursuant to Seminole County Administrative Code Section 3.25.

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, who is personally known to me or who has produced _____ as Identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 200_____.

_____

Print Name _____

Notary Public in and for the County and State Aforementioned

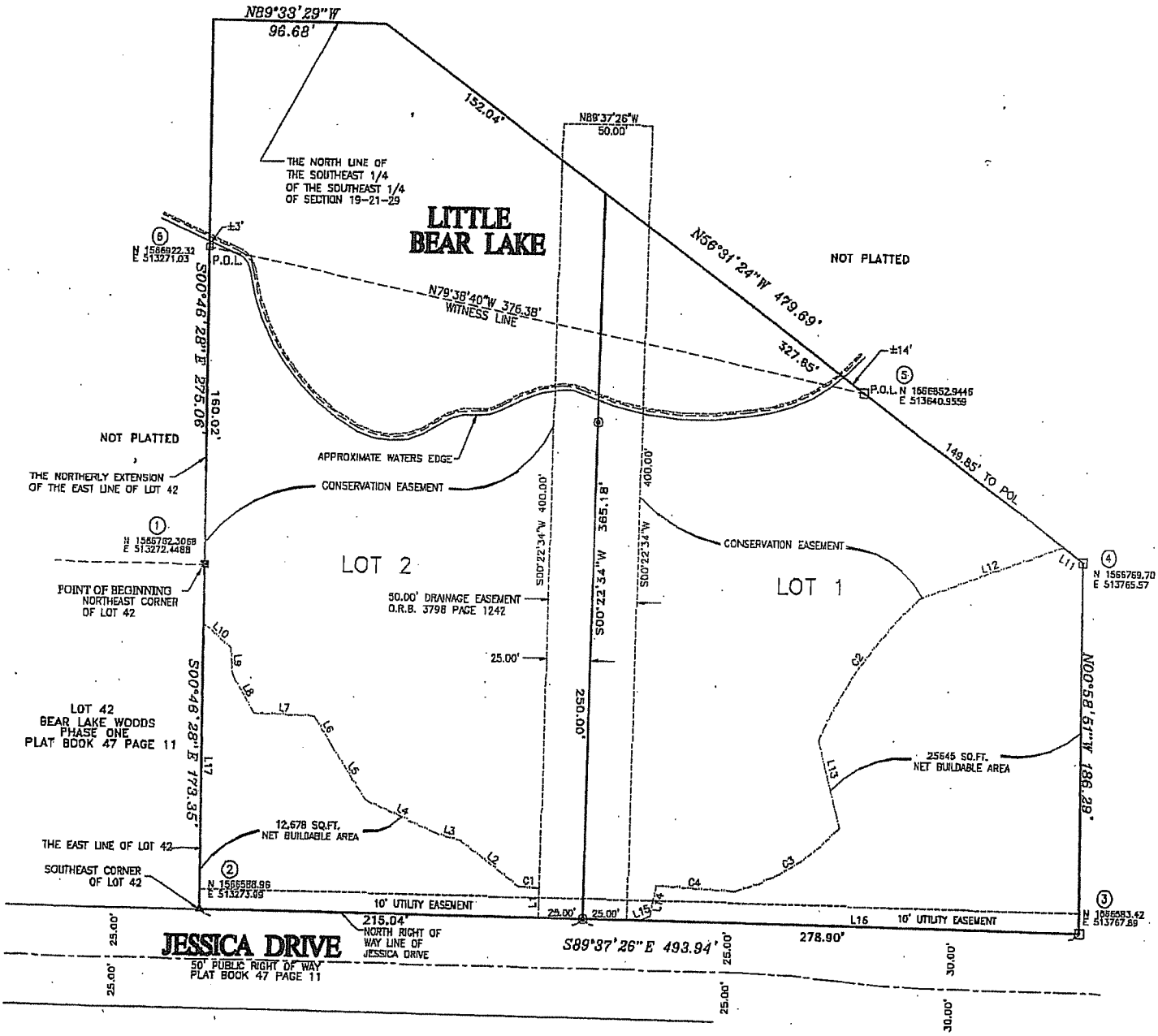
My commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE NORTHEAST CORNER OF LOT 42, BEAR LAKE WOODS PHASE ONE, RECORDED IN PLAT BOOK 47, PAGE 11 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE S 00°46'28" E, 173.35 FEET ALONG THE EAST LINE OF SAID LOT 42 TO THE SOUTHEAST CORNER OF LOT 42, SAID SOUTHEAST CORNER LIES ON THE NORTH RIGHT OF WAY LINE OF JESSICA DRIVE; THENCE S 89°37'26" E, 493.94 FEET ALONG THE NORTH RIGHT OF WAY LINE OF SAID JESSICA DRIVE; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE RUN N 00°58'51" W, 186.29 FEET; THENCE N 56°31'24" W, 479.69 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE N 89°33'29" W, 96.68 FEET ALONG SAID NORTH LINE TO THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 42, BEAR LAKE WOODS PHASE ONE; THENCE S 00°46'28" E, 275.06 FEET ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF LOT 42 TO THE POINT OF BEGINNING. CONTAINING 3.684 ACRES, MORE OR LESS.



SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Emergency Services Cooperative Agreement between Seminole County, Kids House of Seminole, Inc., and Meals on Wheels, Etc., Inc.

DEPARTMENT: Public Safety **DIVISION:** Administration - Public Safety

AUTHORIZED BY: Tad Stone **CONTACT:** Shelly Brubaker **EXT:** 5000

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute an agreement between Seminole County, Kids House of Seminole, Inc., and Meals on Wheels, Etc., Inc. to provide emergency child care and food service for children of Seminole County employees.

County-wide Alan Harris

BACKGROUND:
The Seminole County Comprehensive Emergency Management Plan, Operations Annex, directs Seminole County Emergency Management to staff the Emergency Operations Center (EOC) and directs the use of personnel, resources, and equipment to facilitate recovery efforts for local jurisdictions. This includes supporting unmet emergency child care needs of Seminole County employees. This Agreement between Seminole County, Kids House of Seminole, Inc., and Meals on Wheels, Etc., Inc., will establish the provision of emergency child care services along with food service for children of Seminole County employees during a disaster event. The Agreement will only be activated if private child care services are unavailable after a disaster. Emergency child care services will give employees the ability to report to work if their normal child care services are closed or unavailable.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute an agreement between Seminole County, Kids House of Seminole, Inc., and Meals on Wheels, Etc., Inc. to provide emergency child care and food service for children of Seminole County employees.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

EMERGENCY SERVICES COOPERATIVE AGREEMENT
SEMINOLE COUNTY, KIDS HOUSE OF SEMINOLE, INC., AND
MEALS ON WHEELS, ETC., INC.

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, by and between **KIDS HOUSE OF SEMINOLE, INC.**, a Florida non-profit corporation, whose address is 5467 North Ronald Reagan Blvd., Sanford, Florida 32773, hereinafter referred to as "HOUSE", and **MEALS ON WHEELS, ETC., INC.**, a Florida non-profit corporation, whose address is 2801 South Financial Court, Sanford, Florida 32773, hereinafter referred to as "MEALS", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, during times of declared emergency, COUNTY is in need of safe and approved space in which to care for the children of Seminole County emergency workers; and

WHEREAS, COUNTY will also need food service to be provided to those children in care during declared emergencies; and

WHEREAS, Seminole County Comprehensive Emergency Management Plan, Operations Annex, directs Seminole County Emergency Management to staff the Emergency Operations Center (EOC) and directs the use of personnel, resources, and equipment to facilitate recovery efforts for local jurisdictions. This includes supporting unmet emergency day care needs of Seminole County employees; and

WHEREAS, HOUSE is willing to provide day care space to the COUNTY during declared emergencies, pursuant to the conditions as expressed in this Agreement; and

WHEREAS, MEALS is willing to provide food service to children and their caregivers at HOUSE's facility during declared emergencies,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, HOUSE, MEALS, and COUNTY agree as follows:

SECTION 1. HOUSE RESPONSIBILITIES. HOUSE hereby agrees to provide the following during periods of declared emergency as determined by the Seminole County Emergency Operations Center:

(a) Provide sufficient safe space, as determined by the COUNTY, for child care services for the children of emergency workers.

(b) Provide a HOUSE staff member on site during declared emergencies to assist COUNTY in the coordination of the facility's use for child care services. This individual shall have no child care responsibilities nor shall said individual have interaction with the children receiving care pursuant to this Agreement.

(c) HOUSE agrees to serve as a convener of organizations and agencies that will research and identify resources, and share information in order to meet the unmet needs of COUNTY personnel child care during and after a disaster.

(d) HOUSE agrees to work cooperatively with COUNTY in order to provide the necessary services and simplify access to assistance for clients. Meetings will be scheduled to provide efficient communication and coordination with organizations supporting unmet needs.

(e) HOUSE will provide support to assure resources are adequately managed during the disaster phase. In addition, HOUSE will provide status reports to the Seminole County Emergency Management office as directed by COUNTY.

SECTION 2. MEALS RESPONSIBILITIES. MEALS agrees to provide the following during times of declared emergency as determined by the Seminole County Emergency Operations Center:

(a) Provide meals, including breakfast, lunch, and dinner, to the children of emergency workers and their caregivers at HOUSE's location

on an as needed basis as directed by COUNTY. COUNTY shall compensate MEALS for the cost of said food service, at rates to be mutually determined by COUNTY and MEALS.

(b) MEALS agrees to work cooperatively with COUNTY in order to provide efficient communication and coordination of the services to be provided.

SECTION 3. COUNTY RESPONSIBILITIES. COUNTY hereby agrees to provide the following during periods of declared emergency:

(a) Provide all necessary personnel for the provision of all child care services at HOUSE's facility during periods of declared emergency.

(b) Provide background checks as required by law for all COUNTY-provided child care personnel caring for children at HOUSE's facility.

(c) Compensate MEALS for the cost of all meals delivered to the HOUSE facility for children and child care workers during declared emergencies.

(d) COUNTY will support HOUSE and MEALS by providing liaisons to the organizations from COUNTY and from Emergency Management. The liaisons will provide insight on COUNTY's emergency operations day care service plan.

SECTION 4. TERM. This Agreement shall take effect upon its execution by the parties and shall continue in effect until terminated by one or more of the parties as provided in this Agreement.

SECTION 5. INDEMNIFICATION OF COUNTY. As may be allowed under Florida law, HOUSE and MEALS shall indemnify and hold harmless COUNTY, its officers, agents, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of the performance of services under this Agreement by HOUSE and MEALS, their officers, agents, or employees, including any injuries by subcontractor

or contract employees, or independent contractor of HOUSE and/or MEALS incurred during the performance of services arising out of this Agreement.

SECTION 6. INSURANCE.

(a) General. HOUSE and MEALS shall at their own cost, procure the insurance required under this Section.

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

(2) The Certificates shall contain statements that they are being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, HOUSE and MEALS shall, at the option of COUNTY, submit sworn, notarized statements from authorized representatives of the insurers that the Certificates are being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificates of Insurance, if required by COUNTY, HOUSE and MEALS shall each, within thirty (30)

days after receipt of the request provide COUNTY with certified copies of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a HOUSE and MEALS shall relieve HOUSE and MEALS of their full responsibility for performance of any obligation, including indemnification of COUNTY, under this Agreement.

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

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida

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

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, HOUSE and MEALS shall, as soon as they have knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as HOUSE and MEALS have replaced the unacceptable insurers with insurers acceptable to COUNTY, the uninsured party shall be deemed to be in default of this Agreement.

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

(1) Commercial General Liability.

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

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

	LIMITS
General Aggregate	TWO (2) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$2,000,000.00

(2) Business Auto Policy.

(A) MEALS' insurance shall cover MEALS for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall

include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by MEALS (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, MEALS shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by MEALS shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$300,000.00

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

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

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

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

$100,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$100,000.00	(Disease-Each Employee)

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

(e) Occurrence Basis. The Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

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

SECTION 7. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 8. TERMINATION. This Agreement may be terminated by any party upon thirty (30) days written notice to the other parties.

SECTION 9. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 10. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting HOUSE, MEALS, including their officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner whatsoever. HOUSE and MEALS are to be and shall remain independent contractors with respect to all services performed under this Agreement.

SECTION 11. EMPLOYEE STATUS. Persons employed by HOUSE and MEALS in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 12. PUBLIC RECORDS LAW. HOUSE and MEALS acknowledge COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. HOUSE and MEALS acknowledge that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 13. SUBCONTRACTORS. In the even HOUSE and MEALS, during the course of the work under this Agreement, require the services of any subcontractors or other professional associates in connection with

service covered by this Agreement, HOUSE and MEALS agree to secure the prior written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, HOUSE and MEALS shall remain fully responsible for the services of their respective subcontractors or other professional associates.

SECTION 14. NOTICES. Whenever either party desires to give notice unto the other parties, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR COUNTY:

Public Safety Department
150 Bush Blvd.
Sanford, Florida 32773

FOR HOUSE:

Kids House of Seminole, Inc.
5467 North Ronald Reagan Blvd.
Sanford, Florida 32773

FOR MEALS:

Meals on Wheels
2801 South Financial Court
Sanford, Florida 32773

SECTION 15. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, HOUSE and MEALS shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of

this Agreement, and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the breaking party.

SECTION 16. CONFLICT OF INTEREST.

(a) HOUSE and MEALS each agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) HOUSE and MEALS each herby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5% either directly or indirectly, in the business of HOUSE or MEALS 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, HOUSE and MEALS hereby agree that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

KIDS HOUSE OF SEMINOLE, INC.

By: Nancy D. Crawford

CHRISTINA BOUWENS, Secretary

NANCY CRAWFORD, Executive Director

(CORPORATE SEAL)

Date: 3-13-09

[Attestations continued on page 12 of 12]

ATTEST:

BRIAN OVERBY, Secretary

(CORPORATE SEAL)

MEALS ON WHEELS, ETC., INC.

By: _____
SHERRY FINCHER, Director

Date: 3/19/09

ATTEST:

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

For use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney
AEC/sjs/lpk
1/29/09 3/11/09
P:\Users\Legal Secretary CSB\Public Safety\Emergency Services Coop Agt - Kids House & Meals on Wheels.doc

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BOB DALLARI, Chairman

Date: _____

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID LF MEALONW

DATE (MM/DD/YYYY) 03/04/09

PRODUCER

J Rolfe Davis Insurance
P.O. Box 4927
Orlando FL 32802-4927
Phone: 407-691-9600

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Meals On Wheels Etc., Inc.
2801 S. Financial Court
Sanford FL 32773

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Philadelphia Indemnity Ins. Co	18058
INSURER B:	Technology Insurance Company	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	PHPK371963	01/01/09	01/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 10000 $ 1000000 $ 2000000 $ 2000000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	PHPK371963	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TWC3153755	01/01/09	01/01/10	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100000 $ 100000 $ 500000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is Additional Insured ATIMA with respect General Liability. Re: Kids House of Seminole

CERTIFICATE HOLDER

SEMICOU

Seminole County
1101 E First Street
Sanford FL 32771

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Kohler/Lee property

DEPARTMENT: County Attorney's Office **DIVISION:** Litigation

AUTHORIZED BY: Lola Pfeil **CONTACT:** Sharon Sharrer **EXT:** 7257

MOTION/RECOMMENDATION:
Approval of a proposed settlement with the property owners, Stephen G. Kohler and Douglas C. Lee, and with tenants Turfmaster Lawn & Ornamental Care, Inc. and Control Pest Management, LLC, relating to Parcel Numbers 112/712 and 113/713 on the County Road 15 road improvement project. Mr. Kohler and Mr. Lee are co-owners of Turfmaster Lawn & Ornamental Care, Inc., which is a commercial landscaping spray business on the site and which claimed business damages. The proposed settlement is at $489,812.20 for full settlement, jointly and severally, of all claims for compensation from Seminole County including the value of the land and improvements taken, severance damages, business damages and other damages, statutory interest, attorney fees, and cost reimbursements. Judge Galluzzo.

District 5 Brenda Carey Robert A. McMillan

BACKGROUND:
see attached

STAFF RECOMMENDATION:

Staff recommends that the Board approve the proposed settlement with the property owners, Stephen G. Kohler and Douglas C. Lee, and with tenants Turfmaster Lawn & Ornamental Care, Inc. and Control Pest Management, LLC, relating to Parcel Numbers 112/712 and 113/713 on the County Road 15 road improvement project.

ATTACHMENTS:

1. Kohler/Lee property

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

To: Board of County Commissioners

Through: Matthew G. Minter, Deputy County Attorney *Matthew G. Minter*

From: David G. Shields, Assistant County Attorney *David G. Shields*
Ext. 5736

Concur: Antoine Khoury, P.E., Assistant County Engineer/Engineering Division *AIK 3-31-09*

Date: March 31, 2009

Subject: Settlement Authorization
County Road 15
Parcel Nos. 112/712 and 113/703
Property owners: Stephen G. Kohler and Douglas C. Lee
Business Tenants: Turfmaster Lawn & Ornamental Care, Inc. and Control Pest Management, LLC
Seminole County v. Seminole Co. State Road 46, Ltd., et al
Case No. 2007-CA-1605-101C-13-L

This Memorandum requests settlement authorization by the Board of County Commissioners (BCC) as to Parcel Nos. 112/712 and 113/713, including the business damage claim of Turfmaster Lawn & Ornamental Care, Inc. ("Turfmaster"), on the County Road 15 Project ("C15") at $489,812.20 inclusive of land value, improvements taken, severance damages, business damages, statutory interest, attorney's fees, experts' fees, and cost reimbursements. The compensation under the settlement is allocated as follows:

$ 93,000.00	Land, improvements, statutory interest and severance damages for Parcel Nos. 112/712
$207,000.00	Land, improvements, statutory interest, severance damages and business damages for Parcel Nos. 113/713
$ 64,548.00	Statutory attorney fee
$ 31,000.00	Land planner
$ 34,236.50	Engineer
$ 26,942.70	Business damage expert
$ 1,020.00	Environmental expert
$ 32,000.00	Appraiser
$ 65.00	Court Reporter expense
Total: $489,812.20	

I PROPERTY

A. Location Data for Parcel Nos. 112/712 and 113/713

The subject parcels are located along the west side of County Road 15 north of unpaved Narcissus Avenue in a portion of unincorporated Seminole County. A location map is attached as Exhibit A and a parcel sketch as Exhibit B.

B. Street Addresses

The street address for Parcel Nos. 112/712 is 348 Monroe Road, Sanford, FL and the address for Parcel Nos. 113/713 is 370 Monroe Road, Sanford, FL.

C. Description

Parcel Nos. 112/712. The parent tract consists of 50,094 square feet and is improved with a house that has been converted to an office.

Parcel Nos. 113/713. The parent tract consists of 34,987 square feet and is improved with several small buildings and an unpaved parking area.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2006-R-114 on May 9, 2006, authorizing the acquisition of Parcel Nos. 113/713 and adopted Resolution No. 2007-71 on April 10, 2007 authorizing the acquisition of Parcel Nos. 112/712. Both resolutions find that the County Road 15 road improvement project is necessary, serves a public purpose and is in the best interests of the citizens of Seminole County. The Order of Take occurred on August 13, 2007, with title to Parcel Nos. 112 and 113 and the right to use Parcel Nos. 712 and 713 vesting in Seminole County on August 21, 2007, the date of the good faith deposit.

III ACQUISITION/REMAINDER

As to Parcel Nos. 112/712, the fee taking was 6,526 square feet and is a rectangular strip of land taken from the subject's frontage on C15. The acquisition left a remainder of 43,568 square feet. The temporary construction easement ("TCE") is 78 square feet and is located along the east boundary of the subject boundary and is for the construction of drainage inlet S-123. The parent tract for Parcel Nos. 112/712 is improved with a house that has been converted to an office.

As to Parcel Nos. 113/713, the fee taking is 5,367 square feet and is a rectangular strip of land that will be taken from the subject's frontage on C15. The acquisition left a remainder of 29,620 square feet. The TCE is 137 square feet and is located along the east boundary of the subject parcel and is for blending the new right-of-way with the access driveway on the remainder property. The parent tract for Parcel

Nos. 113/713 includes a parking area for commercial trucks, a couple of small Quonset hut-like structures and some other small structures.

IV APPRAISED VALUES

A. County Reports

The County's initial appraised value of Parcel Nos. 112/712 was $47,500.00 ($47,200.00 for the fee and $300.00 for the TCE) and for 113/713 was $39,600.00 ($39,200.00 for the fee and $400.00 for the TCE). The County's appraisal was prepared by Florida Realty Analysts, Inc., and was approved by the County's MAI designated staff appraiser. The appraisal was updated for the order of taking hearing. The value did not change as to Parcel Nos. 112/712, but it did change as to Parcel No. 113, to $40,600.00 resulting in a total value for Parcel Nos. 113/713 to be $41,000.00. The appraisal reports only appraise the land, improvements, and possible severance damages. The appraisal reports do not encompass business damages.

B. Owners' Reports

The owners' reports were prepared by Bradley J. Pierson with Pierson Appraisal Group with the value of the parcels as of August 27, 2007. The appraisal report for Parcel Nos. 112/712 opined the value for Parcel No. 112 at $89,505.00 and $375.00 for Parcel No. 712. Mr. Pierson valued Parcel No. 113 at $267,895.00 and Parcel No. 713 at $600.00.

C. Comparison of the County and Owners' Reports

The difference between the appraisals as to Parcel Nos. 112/712 was primarily due to differences in land and improvement values and the comparable sales that the appraiser used, with the owners' appraisal including some additional severance damages. The difference as to Parcel Nos. 113/713 was also due in part to different land and improvement values but the owners' appraiser additionally included high severance damages, i.e., $215,000.00, essentially claiming the entire usefulness of the remainder would be eliminated.

V BUSINESS DAMAGES

At the time of the taking, Turfmaster's business had been in operation since February 1994. The facility has operated continuously and uninterrupted in excess of five (5) years at the subject property. Therefore, the business meets the statutory time requirements for business damages. Control Pest Management LLC did not file a business damage report or make a claim.

A. Owners' Business Damage Report

The owners retained Lloyd Morgenstern, a certified public accountant with Morgenstern, Phifer & Messina, P.A., as its expert on the business damage claim. The expert's written report opined $598,061.00 in business damages.

B. County's Business Damage Report

The County retained Gary R. Gerson, a certified public accountant with Gerson, Preston, Robinson & Company, as its expert on the business damage claim. The expert's written report opined $13,400.00 in business damages.

C. Comparison of the County's and the Owners' Business Damage Reports

The owners claimed the Turfmaster business operated exclusively on the parent tract of Parcel Nos. 113/713 in the prior condition. The County disputed this contention and took the position that the business was operated out of the combined properties. The owners went on to conclude that the taking prevented the business from being able to continue to operate on the remainder of Parcel Nos. 113/713 and thus the owners claimed a wipeout of the business in their business damage report. There is currently a split of authority whether the County could present evidence of a cure of business damages by relocating the business to another site, in this case, to the remainder of Parcel Nos. 112/712. This issue is currently pending before the Florida Supreme Court in another case. The County's expert concluded the taking would only result in a minor short-term disruption of the business.

VI LAND USE ISSUES

The subject property is located in the A-1 zoning district with a future land use of HIP-TI. Turfmaster 's lawn chemical spray business is not an approved use for these categories. The owners claimed the County misinformed them about permitted uses of the property when they started their business and that similar businesses have been permitted in the same zoning district. The County contended there was no evidence anyone ever misinformed the owners and other violations either did not exist or had not yet been detected. The County also took the position that the non-conforming use should preclude business damages, but these facts appeared to present a case of first impression and it is not clear which direction the Court would have taken. Under the settlement, the owners must bring the property into full compliance with the Land Development Code, either by moving the business off the property or by obtaining an approved site plan and any appropriate land use changes. The Planning and Development Department is aware of this matter and is prepared to process the owners' application accordingly. Nothing in the settlement predetermines the outcome of the land development review process in any way.

VII BINDING OFFER/STATUS OF THE CASE

The County's initial offer was $54,400.00 for Parcel Nos. 112/712 ($54,000.00 for Parcel No. 112 and $400.00 for Parcel No. 712). The County's initial offer for Parcel Nos. 113/713 was $50,000.00 ($49,500.00 for Parcel No. 113 and $500.00 for Parcel No. 713). The owners' initial demand was $956,436.00 for all parcels, exclusive of fees and costs. The parties remained far apart until the eve of trial when the owners apparently realized they would need to address the land use issues discussed above and they would need to back down significantly on their monetary demands. When negotiations resumed, the County countered at $241,427.00, the owners countered with $360,925.00 and the parties settled on $300,000.00 for all parcels exclusive only of fees and costs, allocating $93,000.00 to Parcel Nos. 112/712 and $207,000.00 to Parcel Nos. 113/713 where the owners claimed all of their business damages and most of their severance damages.

VIII ATTORNEY FEES

A. Attorney's Fees. The statutory attorney's fee reimbursement totals $64,548.00. The sum is statutorily computed based upon a settlement sum of $300,000.00 less a first written offer of $104,400.00 to produce a benefit of $195,600.00.

B. Expert's Fees/Costs. The owners' expert cost claim at $145,650.25 was allocated:

(1)	Appraiser	$ 37,275.00
(2)	Engineering	$ 34,236.50
(3)	Land Planner	$ 44,761.05
(4)	CPA	$ 28,292.70
(5)	Environmental Expert	$ 1,020.00
(6)	Court Reporter Expense	$ 65.00
TOTAL:		**$145,650.25**

In negotiation, the County was able to reduce the expert claims to $125,264.20. The negotiated cost settlement is allocated as follows:

(1)	Appraisal	$ 32,000.00
(2)	Engineering	$ 34,236.50
(3)	Land Planner	$ 31,000.00
(4)	CPA	$ 26,942.70
(5)	Environmental Expert	$ 1,020.00
(6)	Court Reporter Expense	$ 65.00
TOTAL:		**$125,264.20**

The negotiated cost reimbursement represents a reduction of 14.0% from the total requested costs.

IX RATIONALE AND COST CONTROL

To recap, the reports opined compensation to the owners as follows:

County:

Updated Appraisal	$ 88,500.00
Business damages	$ 13,400.00
Total	$101,900.00

Owners:

Appraisal	$358,375.00
Business damages	$598,061.00
Total	$956,436.00

There were several somewhat novel legal and factual issues involved with this case which could have swung it either strongly in favor of the County or strongly in favor of the owners. The first issue was whether the business should be treated as operating on the entire property as the County contended or only on the parent tract of Parcel Nos. 113/713 as the owners contended. The second issue was whether the owners could claim a wipeout of the entire Turfmaster business by proving it operated only on the parent tract of Parcel Nos. 113/713 in the prior condition. The third issue was whether the remainder of Parcel Nos. 113/713 was completely damaged out or whether it remained useful by combining it with the remainder of Parcel Nos. 112/712. Finally, Turfmaster's noncompliance with the Land Development Code might have precluded recovery of any business damages or the owners might have prevailed based on alleged selective enforcement and allegedly being misled initially about how they could use their property. Even the complete defeat of the business damage claim would still leave the owners' total appraisal value of $358,375.00 to address. As discussed above, the owners are required under the settlement to bring the remainder property into full compliance with the Land Development Code either by moving the business to another location or commencing the process to obtain an approved site plan and any necessary land use changes within ninety (90) days of the final judgment.

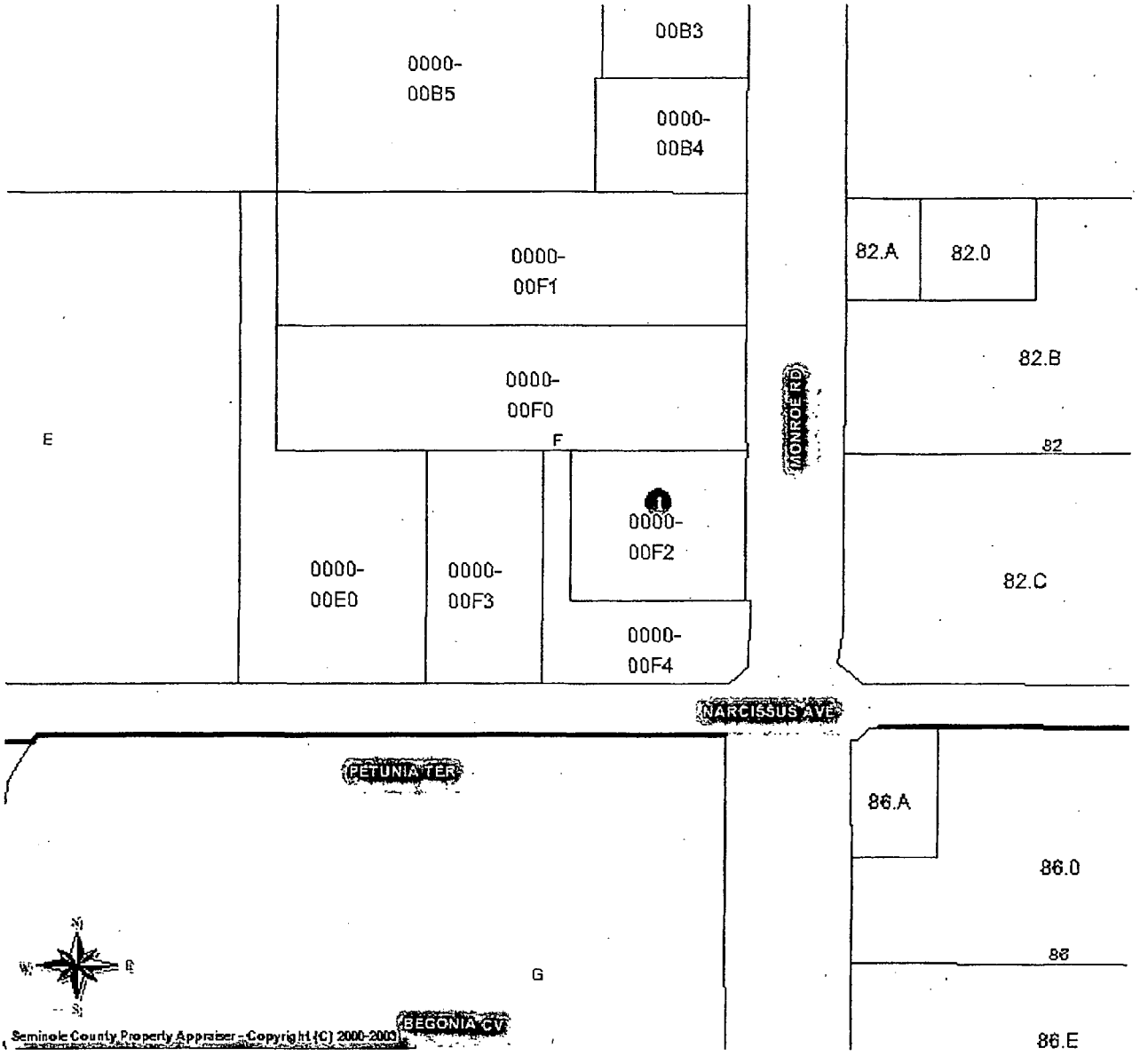
There was a dramatic difference between the value opinions of the County's experts and the property owners' experts. This case would be expensive to litigate further, it involves significant litigative risks and the non-prevailing party likely would continue it into the appellate courts. The midpoint between the County's and owners' positions as set forth above is $529,168.00. A settlement at $300,000.00 compensation to the owners/tenant is significantly below midpoint and seems a reasonable compromise of a $956,436.00 claim. Moreover, if litigation were to ensue, the owners

and the County's additional expert costs will likely be several tens of thousands of dollars higher.

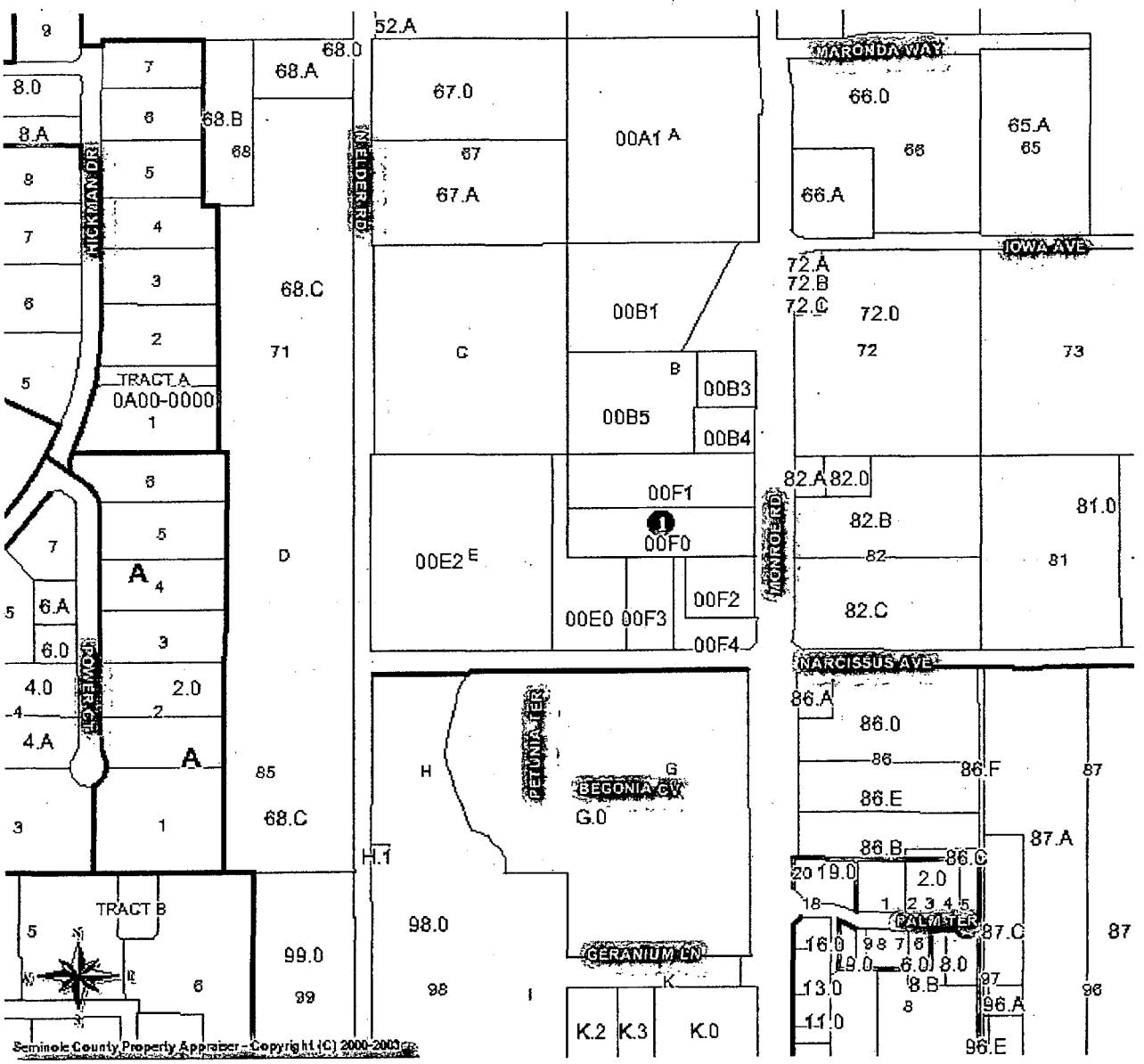
X RECOMMENDATION

County staff recommends that the BCC authorize the mediated settlement of $489,812.20 to settle all claims for compensation from Seminole County including the value of the land and improvements taken, severance damages, business damages, any other damages, statutory interest, business damages, statutory attorney's fees and cost reimbursements.

DGS/dre
Attachments
Exhibit A – Location map
Exhibit B – Parcel Sketch
P:\Users\Dedge\My Documents\Mem\Agenda Item Sc Sr 46 112 712 113 713 Settlement.Doc

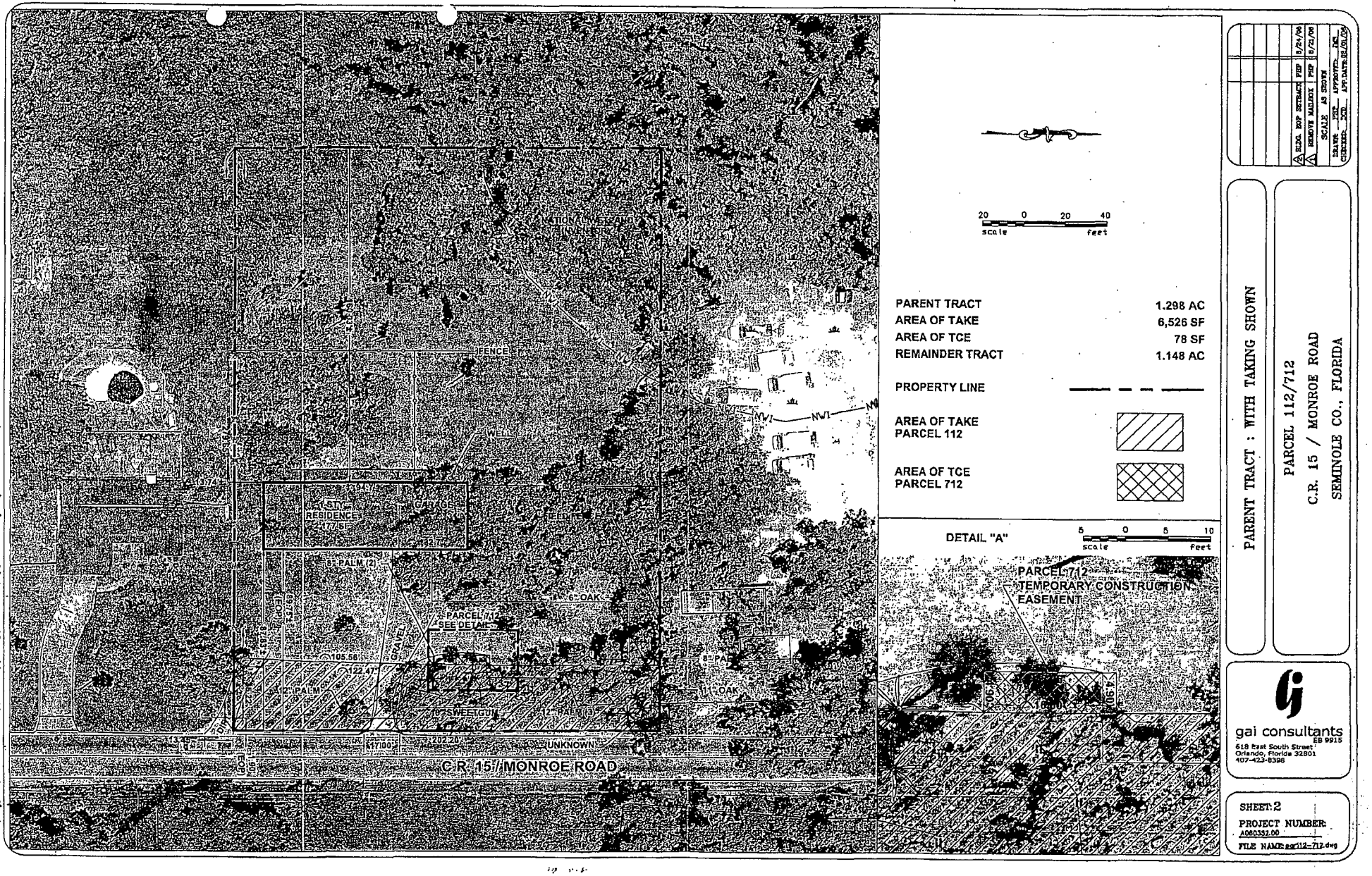


COMPOSITE EXHIBIT A

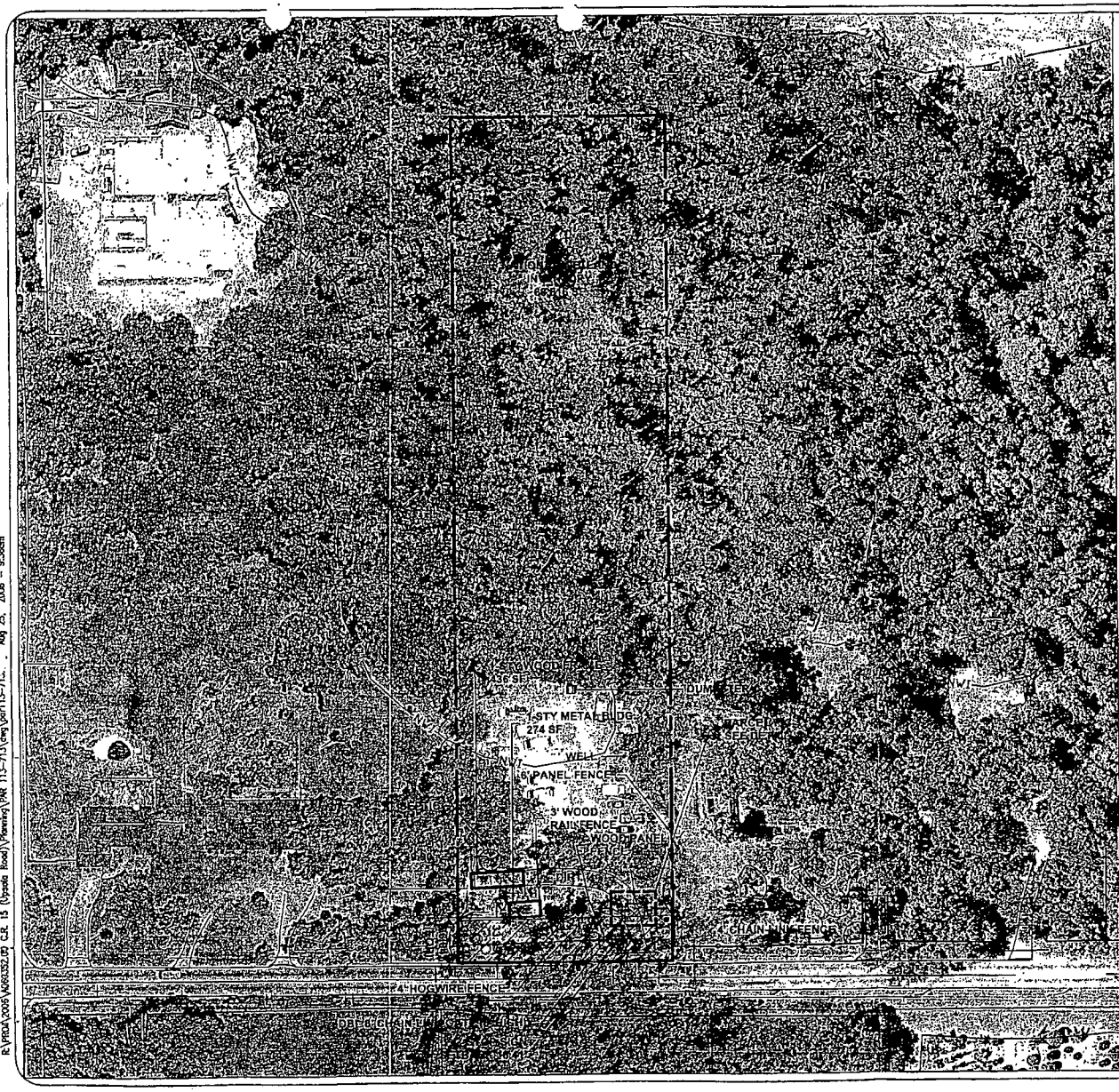


COMPOSITE EXHIBIT A

COMPOSITE
EXHIBIT B



COMPOSITE
EXHIBIT B



40 0 40 80
scale feet

PARENT TRACT	2.383 AC
AREA OF TAKE	5,367 SF
AREA OF TCE	137 SF
REMAINDER TRACT	2.260 AC

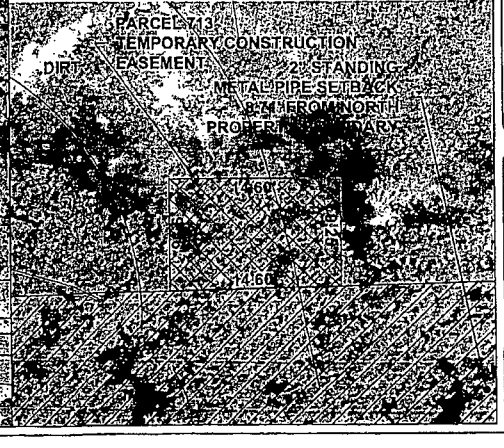
PROPERTY LINE

AREA OF TAKE
PARCEL 113

AREA OF TCE
PARCEL 713

DETAIL "A"

5 0 5 10
scale feet



BLDG. ROOF SETBACK	PRP	8/24/06
ADD WOOD FENCE	PRP	8/22/06
3/4" SURFACE	PRP	8/15/06

SCALE AS SHOWN

DRAWN PRP APPROVED JMC
CHECKED DGO APPROVED DATE

PARENT TRACT : WITH TAKING SHOWN

PARCEL 113/713
C.R. 15 / MONROE ROAD
SEMINOLE CO., FLORIDA

gai consultants
EB 9915
618 East South Street
Orlando, Florida 32801
407-423-8399

SHEET: 2
PROJECT NUMBER: A060332.00
FILE NAME: par113-713.dwg

R:\PROJ\2006\A060332.00 C.R. 15 (Upside Road)\Planning\PAR 113-713\dwg\par113-713... Aug 25, 2006 - 9:36am

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Schweizer property

DEPARTMENT: County Attorney's Office **DIVISION:** Litigation

AUTHORIZED BY: Lola Pfeil **CONTACT:** Sharon Sharrer **EXT:** 7257

MOTION/RECOMMENDATION:
Approval of a mediated settlement with the property owner, Garth A. Schweizer, individually and as member manager of Monroe Road, LLC, and with Anthologia, Inc., d/b/a Garth A. Schweizer, Landscape Architect, relating to Parcel Numbers 128/728A/728B/728C on the County Road 15 road improvement project. Mr. Schweizer's Trust is the President of Anthologia, Inc., which operates a commercial landscape architecture business on the site and claimed business damages. The mediated settlement proposed is at $1,189,926.14 for full settlement, jointly and severally, of all claims for compensation from Seminole County including the value of the land and improvements taken, severance damages, statutory interest, business damages, attorney fees and cost reimbursements. Judge Simmons.

District 5 Brenda Carey Robert A. McMillan

BACKGROUND:
see attached

STAFF RECOMMENDATION:

Staff recommends that the Board approve the mediated settlement with the property owner, Garth A. Schweizer, individually and as member manager of Monroe Road, LLC, and with Anthologia, Inc., d/b/a Garth A. Schweizer, Landscape Architect, relating to Parcel Numbers 128/728A/728B/728C on the County Road 15 road improvement project.

ATTACHMENTS:

1. Schweizer property

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

To: Board of County Commissioners

From: Matthew G. Minter, Deputy County Attorney
Ext. 5741

Concur: Antoine Khoury, P.E., Assistant County Engineer/Engineering Division

Date: April 10, 2009

Subject: Settlement Authorization
County Road 15
Parcel Nos. 128/728A/728B/728C
Property owner: Garth A. Schweizer individually and as member manager of Monroe Road, LLC
Business Tenant: Anthologia, Inc. d/b/a Garth A. Schweizer, Landscape Architect
Seminole County v. O'Dell, et al
Case No. 2007-CA-1455-13-K

This Memorandum requests settlement authorization by the Board of County Commissioners (BCC) as to Parcel Nos. 128/728A/728B/728C including the business damage claim of Anthologia, Inc. d/b/a Garth A. Schweizer, Landscape Architect ("Anthologia") on the County Road 15 Project ("C15") at $1,189,926.14 inclusive of land value, improvements taken, severance damages, statutory interest, attorney's fees, experts' fees, cost reimbursements and certain contingencies as discussed below. In addition to monetary compensation, the proposed settlement requires BCC approval of other conditions/terms of the settlement. The compensation component of the settlement is allocated as follows:

$ 975,000.00	Land, improvements severance damages, statutory interest and business damages
$ 138,000.00	Attorney's fees
$ 76,926.14	Experts' fees and cost reimbursements
$1,189,926.14	

ADDITIONAL CONDITIONS/TERMS OF SETTLEMENT

Before the County's taking in this case, the parent tract was a rectangular-shaped parcel with an average depth of approximately 180 feet, and road frontage of approximately 600 feet. After the taking, the depth of the parcel has been reduced to

approximately 110 feet. This reduction in depth creates challenges for the development of the remainder parcel that would not be present if the remainder retained the depth of 180 feet. As a result of the taking, the Owner has made application for, and obtained, a rezoning of the remainder property to the PD zoning classification (approved by the BCC at its April 14, 2009, meeting).

The following additional conditions have been negotiated in lieu of a demand for higher monetary compensation to the property owner in this case, and reflect actions designed to mitigate the impact of the taking on the development potential to the remainder.

a. The setback minimums established as part of the rezoning approval on April 14, 2009.

b. The County will provide a positive out-fall for the remainder property, provided that the property owner's design models the required design storm event for an open basin, provides water quality treatment, and attenuates the storm.

c. County will release the Temporary Construction Easements (TCEs) prior to the expiration date upon completion of the roadway construction activities. The property owner can proceed with development in the TCEs and the County will not delay or deny permits for development to the remainder due to the TCEs.

d. The County agrees to construct, at its sole cost, two (2) driveway aprons, 24-feet in width, as measured at the property line with flares to the roadway edge, at the locations agreed to by the parties. The property owner will provide locations within seven (7) days from the date of final judgment, and the County will agree to the location within seven (7) days from the date thereof. Access to the remainder property shall be to and from C15. The settlement is conditioned upon both parties mutually agreeing to the location of the driveway openings and aprons on C15. The property owner can request in the future, but the County retains its jurisdiction to prohibit any access from the remainder property to Church Street.

e. This settlement is predicated and conditioned upon the size of the remainder property of the property owner, as depicted in both the County's and the property owner's appraisals. The County agrees that no additional right-of-way or roadway facilities for either C15 or Church Street will be required or exacted for the remainder property as part of any development of the remainder property in the future, except upon exercise of an appropriate eminent domain proceeding.

f. The Court will reserve jurisdiction to enforce the terms and conditions of the foregoing conditions and settlement agreement. The County shall pay the allowable fees and costs of the property owner's attorneys and experts.

I PROPERTY

A. Location Data

The subject parcels are located along the northwest corner of C15 (Monroe Road) and Church Street in a portion of unincorporated Seminole County, Florida. A location map is attached as Exhibit A and a parcel sketch as Exhibit B.

B. Street Address

The street address is 728 Monroe Road, Sanford, Florida.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2006-R-114 on May 9, 2006, authorizing the acquisition of Parcel Nos. 128/728A/728B/728C. The resolution found that County Road 15 is necessary, serves a public purpose and is in the best interests of the citizens of Seminole County. The Order of Take hearing occurred on July 26, 2007 and the Order was entered on August 2, 2007, with title to Parcel No. 128 and the right to use Parcel Nos. 728A, 728B, 728C vesting in Seminole County on August 14, 2007, the date of the agreed upon good faith deposit of $385,200.00.

III ACQUISITIONS AND REMAINDER

The parent tract consisted of 2.633 acres and was improved with a residence that had been converted to an office. The area acquired as Parcel No. 128 is .976 acres leaving a remainder of 1.687 acres. There are also three temporary construction easements, Parcel Nos. 728A, 728B, and 728C in the amount of 75, 1,960, and 75 square feet respectively.

IV APPRAISED VALUES

The County's original report dated November 14, 2006, was prepared by Florida Realty Analysts, Inc., and reported full compensation to be $262,000.00 for Parcel No. 128, $200.00 for Parcel No. 728A, $4,200.00 for Parcel No. 728B and $200.00 for Parcel No. 728C for a total of $266,600.00. An additional report updated for the order of take hearing dated July 9, 2007, opined full compensation to be $285,200.00 ($280,400.00 for Parcel No. 128, $200.00 for Parcel No. 728A, $4,400.00 for Parcel No. 728B and $200.00 for Parcel No. 728C). The appraisal report only appraised the land, improvements, and possible severance damages. The appraisal report did not encompass business damages. The County retained separate experts, a certified public accountant and an engineer to evaluate Anthologia's business damage claim.

The County received the owner's appraisal on January 11, 2008. The owner's appraisal was prepared by Durrance & Associates, P.A. and opined full compensation for the real property taking in the amount of $769,100.00 as of August 14, 2007 (the

date of deposit of the good faith estimate of value). This appraisal report did not encompass business damages.

V BINDING OFFER

The County's initial written offer was $317,100.00, (allocated: $312,000.00 (128), $300.00 (728A), $4,500.00 (728B) and $300.00 (728C)), exclusive of costs and fees.

VI BUSINESS DAMAGES

At the time of the taking, Anthologia, Inc.'s, business had been in operation since at least on or before January 1, 2001. The facility has operated continuously and uninterrupted in excess of five (5) years at the subject property. Therefore, the business meets the statutory time requirements for business damages.

A. Anthologia's Business Damage Report

Anthologia's attorney hired an expert to prepare the business damage report and opined $950,350.00 in damages to compensate the business for reduction in income stream and a $500,000.00 estimate for the cost to reestablish the business to avoid a total loss, or a total of $1,450,350.00.

Anthologia's theory was that the taking for Parcel Nos. 128 and 728A/728B/728C would require the demolition of the business improvements within the area of taking. Anthologia further claimed that the demolition of these business improvements would result in a loss of business in the amount of $950,350.00. [Note: As of the date of this report, the building that had served as an office for Anthologia has been demolished for the road project.] Anthologia further asserted that in order to avoid a total wipe out of the business, an estimated amount of $450,000.00 would need to be spent to reestablish the improvements on-site and to make it whole.

B. County's Engineering Analysis and Business Damage Report

The County retained a certified public accountant and an engineer in addition to its appraiser as its experts on the business damage claim. The engineer found that it will cost $228,940.14 to reestablish the building on its current site in addition to $6,875.00 in minor miscellaneous moving costs. Moreover, the County's appraiser has submitted a cost estimate of $77,582.00 for plants within the area of taking. The total cost estimate amounts to $313,397.14. Based on the cost estimate and sketch prepared by the engineer, the accountant advised the County that a counteroffer of $313,397.14 would be reasonable to compensate Anthologia in this case.

VII ATTORNEY FEES

A. Attorney's Fees. The attorney's fee reimbursement totals $138,000.00 represents a settlement between the County's position of $106,126.00 and the property owner attorney's position of $196,175.00.

B. Costs. The owner's cost claim of $76,926.14 for expert fees and cost reimbursements is reasonable.

VIII RATIONALE AND COST CONTROL

To recap, the reports opined compensation to the owners as follows:

County:

Updated Appraisal	$285,300.00
Business damages	$313,397.14
Total	$598 697.14

Owner:

Appraisal	$ 769,100.00
Business damages	$1,450,000.00
Total	$2,219,100.00

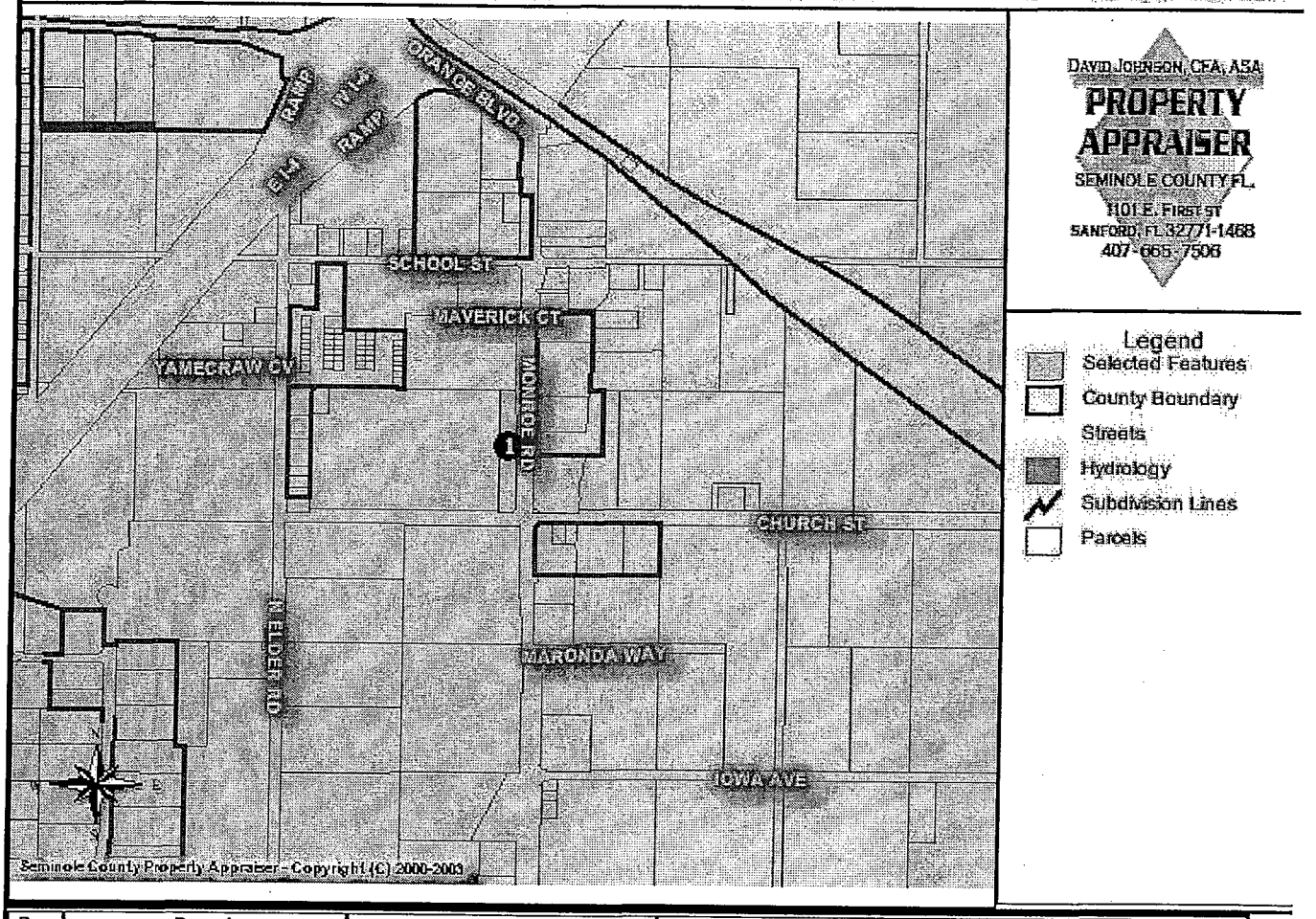
There was a dramatic difference between the value opinions of the County's experts and the property owner's experts. The midpoint between the County's and owner's positions as set forth above is $1,408,898.50. A settlement at $975,000.00 compensation to the owner and the contingencies discussed above is below midpoint. Specifically, if the case did not settle at mediation, the owner's and the County's additional expert costs would likely have been several tens of thousands of dollars higher.

IX RECOMMENDATION

County staff recommends that the BCC authorize the mediated settlement of $1,189,926.14 to settle all claims for compensation from Seminole County including statutory interest, business damages; statutory attorney's fees and cost reimbursements.

MGM/dre
Attachments
Exhibit A – Location map
Exhibit B – Parcel sketch
Exhibit C – Site sketch
P:\Users\Dedge\My Documents\Mem\Agenda Item Cr 15 Schweizer Business Damage Settlement.doc

SEMINOLE COUNTY FL. **PROPERTY APPRAISER** DAVID JOHNSON, CFA, ASA



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	1619305AC0000046A	SCHWEIZER GARTH A	213 WOOD LAKE DR	MAITLAND	FL	32751

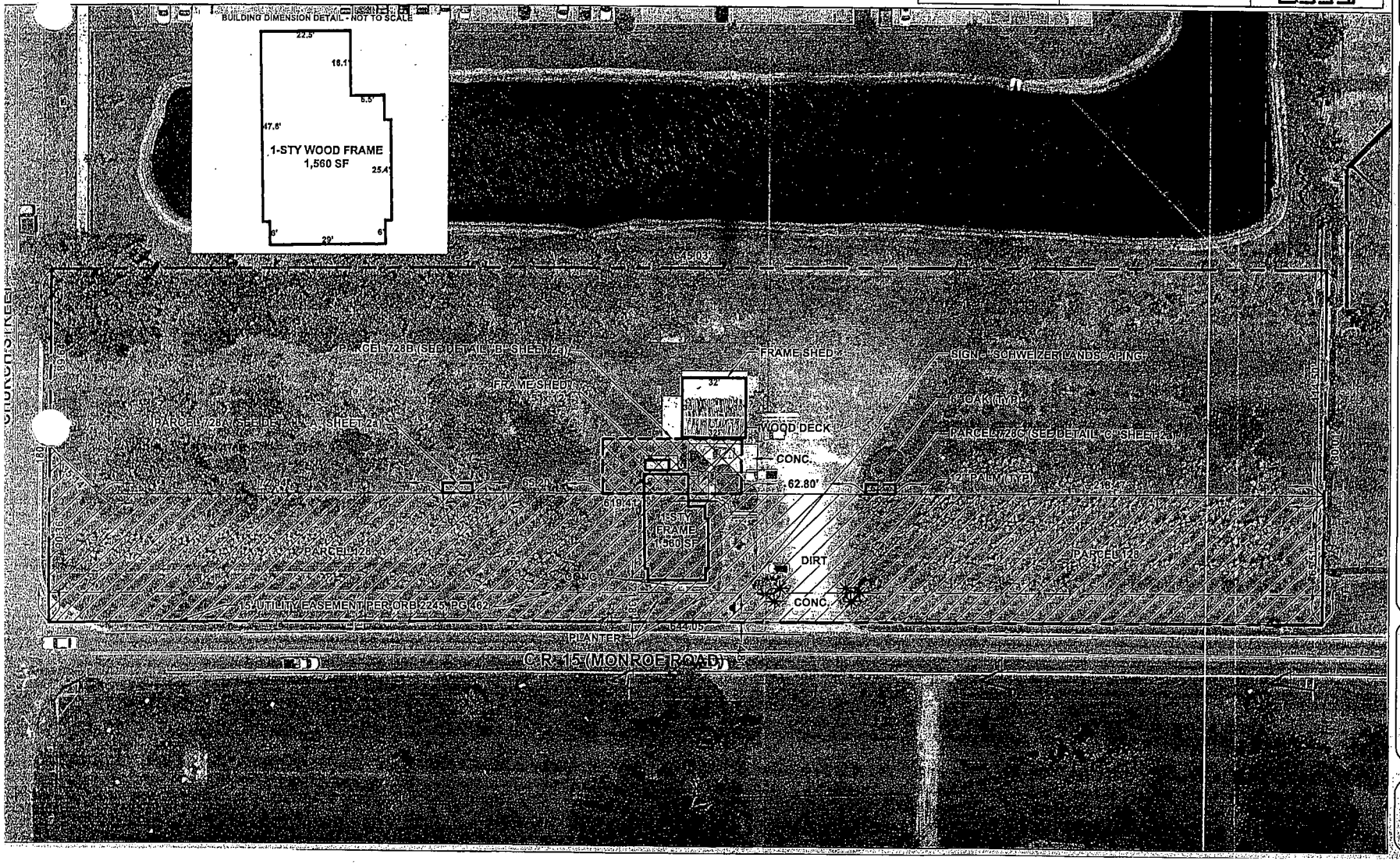
EXHIBIT A

EXHIBIT B

PARENT TRACT	2.663 AC
AREA OF TAKE	0.976 AC
REMAINDER TRACT	1.687 AC
PROPERTY LINE	

25 0 25 50
scale feet

AREA OF TAKE AND TCE		
PARCEL 128	(42,515 SF) 0.976 AC	
PARCEL 728A	(75 SF) 0.002 AC	
PARCEL 728B	(1,960 SF) 0.045 AC	
PARCEL 728C	(75 SF) 0.002 AC	



PARENT TRACT : WITH TAKING SHOWN

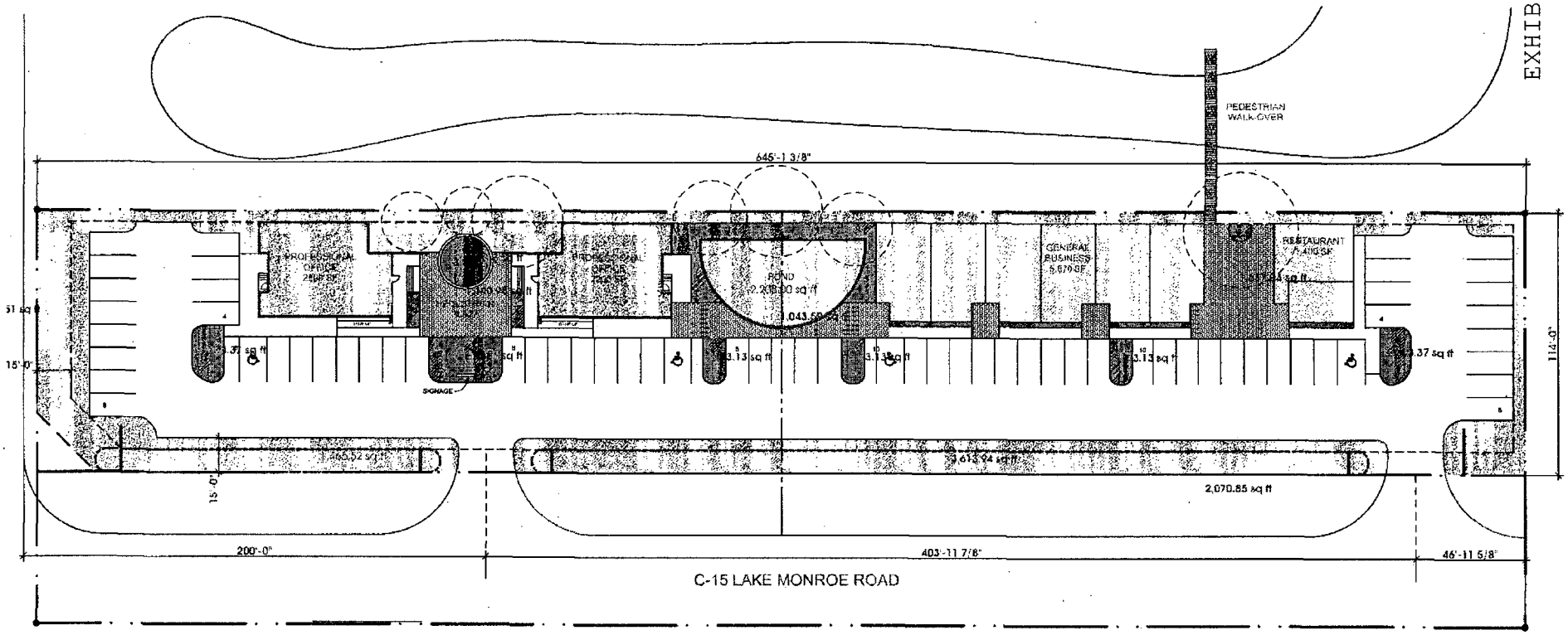
PARCEL 128/728 A-B-C
C.R. 15 / MONROE ROAD
SEMINOLE CO., FLORIDA

SCALE: AS SHOWN
DRAWN: PHC APPROVED: JMS
DESIGNED: DCG APP. DATE: 8/20/08

gai consultants
EB 9915
618 East South Street
Orlando, Florida 32801
407-423-8398

SHEET: 2
PROJECT NUMBER: A060352.00
FILE NAME: sur128-728ABC.dwg

EXHIBIT C



ZONING

EXISTING: A-1
PROPOSED: PLANNED COMMERCIAL DEVELOPMENT (PCD)

PARKING

1 SPACE/200 GFA FOR OFFICE & GENERAL BUSINESS

4,400 SF OFFICE:	22 SPACES REQUIRED
5670 SF GENERAL BUSINESS:	30 SPACES REQUIRED
1 SPACE/4 SEATS FOR RESTAURANT	
48 INTERIOR SEATS:	12 SPACES REQUIRED
28 EXTERIOR SEATS:	7 SPACES REQUIRED
TOTAL PARKING REQUIRED:	71 SPACES
TOTAL PARKING PROVIDED:	65 SPACES

OPEN SPACE

25% OF PARCEL

PARCEL AREA:	73,207 SF (1.60 ACRES)
25% OF 73,207 SF:	18,302 SF (0.42 ACRES)
RETENTION	
OPEN POND:	2,208 SF
SWALE:	5,000 SF
OPEN PLAZA:	4,200 SF
PARKING ISLANDS:	1,814 SF
LANDSCAPE AREA:	12,946 SF
TOTAL OPEN SPACE:	20,242 SF

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Southland Construction, Inc. v. State of Florida Department of Transportation v. Seminole County and Progress Energy

DEPARTMENT: County Attorney's Office **DIVISION:** Litigation

AUTHORIZED BY: Lola Pfeil **CONTACT:** Sharon Sharrer **EXT:** 7257

MOTION/RECOMMENDATION:
This litigation arose from a road widening and reconstruction project on State Road 434 from McCulloch Road to Mitchell Hammock Road. Southland Construction, Inc. was the general contractor on the job. Seminole's involvement arose from its Joint Project Agreement for Utility Work with FDOT. Acceptance of the proposed mediated settlement approves Seminole County's payment of $135,000.00 as its fractional share of a total settlement of $350,000.00 to settle the breach of contract action that Southland Construction, Inc., filed against the State of Florida Department of Transportation. The FDOT, in turn, had filed third-party claims against Seminole County and Progress Energy, alleging that Seminole and Progress had breached their contractual agreement to "defend and indemnify" FDOT as to portions of Southland's claims that related to their respective utility portions of the work. Judge Lauten.

District 1 Bob Dallari Robert A. McMillan

BACKGROUND:
see attached

STAFF RECOMMENDATION:

Staff recommends that the Board accept the proposed mediated settlement approving Seminole County's payment of $135,000.00 as its fractional share of a total settlement of $350,000.00 to settle the breach of contract action that Southland Construction, Inc., filed against the State of Florida Department of Transportation.

ATTACHMENTS:

1. Southland Construction, Inc.

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Robert A. McMillan, County Attorney

FROM: Matthew G. Minter, Deputy County Attorney

CONCUR: Joseph Forte, Acting Director / Environmental Services

DATE: April 3, 2009

Subject: Breach of Contract Action
Southland Construction, Inc. v. State of Florida Department of Transportation v. Seminole County and Progress Energy
Case No. 07-CA-5560 (Ninth Judicial Circuit)

This memorandum requests that the Seminole County Board of County Commissioners ("BCC") accept the proposed mediated settlement wherein Seminole County pays $135,000.00 to the State of Florida Department of Transportation ("FDOT") to settle the third party action FDOT filed against Seminole County and Progress Energy for breach of contractual duty to defend and indemnify FDOT for suits containing allegations related to utility work in the main contract between FDOT and Southland Construction, Inc. ("Southland"), regarding a project for construction for SR 434 improvements in Orange and Seminole Counties. The $135,000.00 payment is Seminole's portion of a global settlement in the amount of $350,000.00 which will be paid to Southland. After payment of the $135,000.00 FDOT will release Seminole County's escrowed funds from the project.

I BACKGROUND

This lawsuit of Southland Construction, Inc. involves a road widening and reconstruction project for an approximate 4-mile segment of SR 434 in both Orange and Seminole Counties between McCulloch Road and Mitchell Hammock Road. The project involved not only the road widening, but also replacement of existing stormwater, water, wastewater, reuse, power and phone utility lines and construction of new lines. There were three Joint Project Agreements ("JPA") involving utilities (Seminole County Utilities, Alafaya Utilities and City of Oviedo Utilities), plus Progress Energy and AT&T. The project was very complicated, and involved the coordination of work that involved, for example, the construction of new stormwater lines that would, at the end of the project, occupy the space of existing water mains or re-use mains. But, the existing mains could not be taken out of service until the new water main or re-use main was

placed in service. So, in very general terms, the project involved multiple facilities, the construction or relocation of which was interdependent with the construction or relocation of one or more other utilities. On multiple occasions where a problem arose with the plans or constructability or site conditions involving a single utility component, and the contractor adjusted its schedule to accommodate that problem, that adjustment then had a "ripple effect" causing changes to multiple other scheduled portions of the work. In this lawsuit, Southland Construction alleged that by the end of the Project, it had incurred literally "hundreds" of schedule changes and movement of its construction forces in response to these types of problems, so that it was unable to construct the project in accordance with a coherent construction schedule. Even though during the course of the job, Southland had been granted 162 change orders, its suit claimed that there were two major change orders, seeking both additional time and compensation that were not approved. Those related specifically to problems with underground utilities, and with extra "cut and patches" or temporary pavement work, over and above what they felt was called out in the contract documents. For example, the FDOT traffic control plans (TCP) showed 44 cut and patches, but Southland ultimately had to perform in excess of 125 cut and patches. FDOT's Design Manual indicated that all such temporary pavement should be shown on the TCP, but in the case of Seminole County, none of its cut and patches were shown on the TCP, and no pay item was included for that work. Seminole County *had shown* the corresponding utility line road crossings on *its utility plans* submitted to FDOT, but there was a dispute over whose responsibility it was to ensure that the temporary pavement related to those crossings, was shown in the TCP. That was just one of multiple items of claims. Part of Southland's suit involved direct costs for which it claimed it was never compensated, but the larger portion of its suit was a claim referred to in the construction industry as a "disruption" or "inefficiency" or "cumulative impact" claim. The conceptual basis of this type of claim is that, even if the Project owner (here, FDOT) approves payment for individual change orders, at some point when there are multiple project disruptions, involving the contractor having to move its forces from one portion of the job to another (as opposed to, for example, having them work one segment of the job in a continuous twenty-day period), and then moving them back again, there are significant additional costs that the contractor incurs as a result of those inefficiencies for which it is entitled to compensation. As previously indicated, in this project, the contractor encountered literally hundreds of these type situations.

As part of the JPA Seminole signed with FDOT, Seminole County agreed to "defend and indemnify" FDOT for any claims related to defects in Seminole County's plans or work. Legally, the obligation to "defend" is separate and distinct from an obligation to "indemnify," even though they are related. Late in 2007, after FDOT had received Southland's original complaint, FDOT contacted Seminole County and it was basically understood that FDOT offered to settle the entire case by taking approximately $350,000.00 of interest earned on Seminole County's escrow funds for this Project or Seminole County could agree with FDOT that Seminole was "obligated" to defend FDOT. We declined FDOT's offer. Last year, FDOT filed a third-party lawsuit against Seminole County and Progress Energy, alleging that Seminole County and Progress Energy were in breach of their respective obligations to defend and indemnify FDOT.

The City of Oviedo and AT&T did agree to "defend" FDOT and they funded the hiring of outside counsel to defend the suit.

FDOT subsequently filed a motion for partial summary judgment against both Seminole County and Progress Energy asking the judge to rule as a matter of law that both Seminole County and Progress Energy were obligated to mount a defense for FDOT. Seminole County defended this suit with our County Attorney staff. The trial court ruled in Seminole County's favor on that motion and denied FDOT's motion.

The case was set for trial next year. The multiple parties were in agreement that the costs to litigate this action over the next year would be very expensive, possibly exceeding the value of the claim itself, after considering multiple outside counsel and multiple expert witnesses. For example, in the course of this litigation since Seminole County's first involvement, FDOT has had 4 in-house attorneys and two outside attorneys (representing FDOT, AT&T and Oviedo), plus multiple expert witnesses; Progress Energy has had outside counsel plus experts; the plaintiff has two attorneys plus expert witnesses. The defense of the claims asserted in this case would involve expert witnesses disputing over hundreds of specific project changes, and the financial effect of each. One of the specific problems with the nature of this claim was the problem of incurring expert fees both to defend the "global" claim of Southland against FDOT (and implicitly, the utilities), and then paying the experts again to fight over the proper "apportionment" among FDOT and the multiple utilities of their "share" of any damages paid to Southland. Seminole County elected to defend this case in-house, and pursue a rational and reasonable resolution of the case, before incurring significant outside expenses. The trial of this action could easily take two full weeks. Therefore, counsel for the parties agreed that it was in everyone's best interests to attempt an early mediation, before incurring additional significant costs.

The case was mediated over ten hours on March 30, 2009, in Orlando. Southland was initially seeking damages of $2.8 million, plus interest, costs and fees. At the end of the mediation, the case was settled for a global settlement of $350,000.00, with each party bearing its own fees and costs. The breakdown of the settlement is as follows:

$135,000.00	Seminole County
$ 75,000.00	Progress Energy
$ 50,000.00	AT&T/BellSouth
$ 69,000.00	FDOT; and
$ 21,000.00	City of Oviedo

II COST AVOIDANCE

Even though Seminole's "share" of this settlement is the largest share, this amount is significantly less than the amount it could have settled for a year ago, and Seminole County was the only party that did not incur any outside attorney fees or expert fees for its defense. A side benefit of the settlement is that it will result in the

release back to Seminole County of the remaining balance of escrow funds, along with interest thereon, that has been on deposit with FDOT since the beginning of this job. Had the case not settled, Seminole County would have had to incur the expense of one or more outside experts, and the prospect was that, even with a "best case" verdict in the end, Seminole County may well have spent more than that in "hard dollar" defense costs, plus the loss of hundreds of hours of staff time in defending the various claims.

III RECOMMENDATION

It is recommended that the Board of County Commissioners approve the proposed mediated settlement. A copy of the Settlement Agreement is attached hereto.

MGM/dre
P:\Users\dedge\My Documents\MEM\AGENDA ITEM SOUTHLAND CONSTRUCTION.docx

Attachment:
Settlement Agreement

IN THE CIRCUIT COURT, NINTH JUDICIAL CIRCUIT, IN AND FOR ORANGE COUNTY, FLORIDA

CASE NO.: 07-CA-5560

SOUTHLAND CONSTRUCTION, INC.,

Plaintiff,

vs.

FLORIDA DEPARTMENT OF TRANSPORTATION,

Defendant.

_____/

FLORIDA DEPARTMENT OF TRANSPORTATION,

Plaintiff,

vs.

SEMINOLE COUNTY and PROGRESS ENERGY,

Defendant.

_____/

SETTLEMENT AGREEMENT

1. GENERAL PROVISIONS:

(A) The Settlement Agreement shall not be construed as an admission of liability.

(B) The Settlement Agreement shall be kept confidential except as disclosure may be appropriate to tax and financial professionals, or as may be required by a court of competent jurisdiction. If inquiry is made by any person about this settlement agreement, the parties agree that they will state only that they have resolved their differences amicably and that any litigation has been ended.

(C) The Settlement Agreement constitutes a final integrated settlement, superceding any prior negotiations or agreements, including discussions during mediation. Any amendments shall be in writing.

(D) Each party shall bear its own costs and attorney's fees.

(E) Plaintiff(s) agrees to satisfy or otherwise resolve any lien or subrogated interest for workers compensation, attorney's fees, disability or health care benefits paid or payable to plaintiff(s) as a consequence of the occurrence settled pursuant to this agreement. Defendant(s) shall bear no such responsibility.

(F) All parties hereto that are prosecuting claims, counterclaims, third-party claims or crossclaims shall execute a complete release. ~~Claims against nonsettling parties shall remain in full force and effect.~~ Settlement is global.

(G) Plaintiff(s) and third-party plaintiff shall execute ~~a~~ dismissal ~~dropping all defendants participating in this settlement with prejudice, or~~ dismissing the case entirely, with prejudice. ~~in the event there are no unresolved claims remaining.~~

(H) Plaintiff(s) accepts responsibility to obtain court approval of this settlement, if required, and to seek authority to execute such other documents as necessary to consummate the terms of the settlement outlined herein. Public entities' participation subject to ratification by their respective commissions at a noticed public meeting.

(I) The court shall retain jurisdiction ~~as to any remaining parties and~~ for enforcing the terms of this settlement.

(J) Should the parties enter into a dispute related to this settlement, they shall submit the same to the mediator for purposes of seeking resolution through supplemental negotiations.

2. SPECIAL PROVISIONS:

A. SOUTHLAND to receive $350,000 in full settlement of all claims herein. Payment due within 45 days hereof.

(B) Contributions as follows:

1. Seminole County: $135,000
2. Progress Energy: 75,000
3. ATT/Bell South: 50,000
4. FDOT: 69,000
5. City of Oviedo: 21,000

Total $350,000

(C) FDOT to release Seminole County escrow monies.

Plaintiff

Plaintiff Attorney

Defendant Seminole County

Defendant Attorney

Defendant Progress Energy

Defendant Attorney

Defendant FDOT

Defendant Attorney

Oviedo City Attorney

Respectfully Submitted,

3/30/09

John J. Upchurch, Mediator Date

cc: Counsel

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Subordination of Utility Interest Agreement

DEPARTMENT: County Attorney's Office **DIVISION:** Property Acquisition

AUTHORIZED BY: Lola Pfeil **CONTACT:** Sharon Sharrer **EXT:** 7257

MOTION/RECOMMENDATION:
Execute Subordination of Utility Interest Agreement. Chapman Road Subordination of Utility Interest Agreement (Parcel Numbers 104, 107, 123, 145, 145A, 146, and 823) between Seminole County and Progress Energy Florida, Inc., in conjunction with the Chapman Road improvement project.

District 1 Bob Dallari Robert A. McMillan

BACKGROUND:
see attached

STAFF RECOMMENDATION:

Staff recommends that the Board execute the Chapman Road Subordination of Utility Interest Agreement (Parcel Numbers 104, 107, 123, 145, 145A, 146, and 823) between Seminole County and Progress Energy Florida, Inc., in conjunction with the Chapman Road improvement project.

ATTACHMENTS:

1. Subordination of Utility Interest Agreement

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney

FROM: Neil Newton, R/W-NAC, Major Projects Acquisition Coordinator
Ext. 5736

CONCUR: Antoine Khoury, P.E., Assistant County Engineer AIK 3-9-09

DATE: March 9, 2009

SUBJECT: Easement Holder:
Progress Energy Florida, Inc.
Chapman Road improvement project
Parcel Nos. 104, 107, 123, 145, 145A, 146 and 823

This Memorandum requests approval by the Board of County Commissioners (BCC) and execution by the Chairman of a Subordination of Utility Interests agreement with respect to the Easement interests of Progress Energy Florida, Inc., "Progress Energy" on the Chapman Road improvement project. The Easement interests relates to Parcel Nos. 104, 107, 123, 145, 145A, 146 and 823. Acquisition of these parcels is underway.

The BCC adopted Resolution No. 2008-R-140 on June 10, 2008 authorizing the acquisition of parcels involved with Chapman Road and finding that the Chapman Road road improvement project is necessary and serves a public purpose and is in the best interests of the citizens of Seminole County.

Progress Energy has signed and tendered a recordable instrument, entitled Subordination of Utility Interests for filing in the land records. Please see the location map attached as Exhibit A and a copy of the Subordination agreement attached as Exhibit B.

Progress Energy 's interest in the referenced parcels is easements for construction, operation and maintenance of electric utility facilities. Progress Energy has agreed to provide the subordination of its easements interests without charge. This will also preclude Progress Energy 's involvement in any eminent domain case to be filed.

NN/lpk
Exhibit A - Location Map
Exhibit B - Subordination Agreement
P:\Users\lkennedy\My Documents\ACQ\Chapman Road\Progress Energy Subordination Agt Agenda.doc

CHAPMAN ROAD

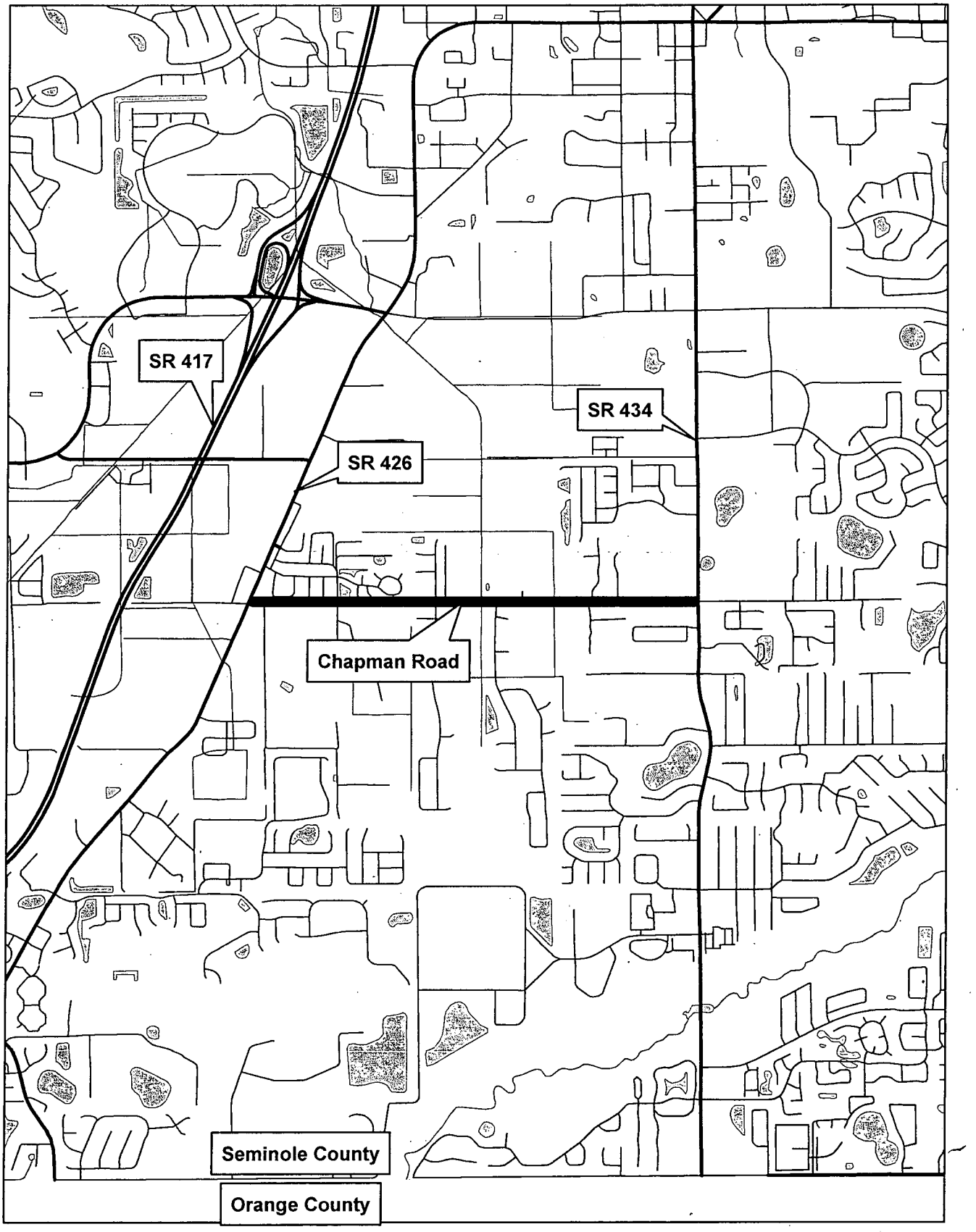


EXHIBIT A

THIS INSTRUMENT PREPARED BY:
NEIL NEWTON, R/W-NAC
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

EXHIBIT B

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, 200__, by and between FLORIDA POWER CORPORATION, d/b/a PROGRESS ENERGY FLORIDA, INC., whose address is 3300 Exchange Place, Lake Mary, Florida 32746, hereinafter referred to as the "COMPANY", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COMPANY presently has an interest in certain lands that have been determined necessary for use as right-of-way for additional traffic lanes and improved drainage facilities on **Chapman Road**; and

WHEREAS, the proposed use of these lands for use as right-of-way for additional traffic lanes and improved drainage facilities purposes on **Chapman Road** will require subordination of the interest claimed in such lands by the COMPANY to the COUNTY; and

WHEREAS, the COUNTY is willing to pay to have the COMPANY's facilities relocated, if necessary, or to replace COMPANY's easements with new easements encumbering different lands if necessary, to prevent conflict between the facilities so that the benefits of each may be retained,

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the COMPANY and the COUNTY agree as follows:

THE COMPANY subordinates any and all of its interest in the lands described as follows:

See, legal descriptions attached as Exhibit A (7 pages)

to the interest of the COUNTY, its successors, or assigns, for the purpose of constructing, improving, maintaining and operating a road, including drainage facilities, over, through, upon, and/or across such lands, including, but not limited to, the claim of interest based on the following:

NATURE OF ENCUMBRANCE	DATE	FROM OR AGAINST	IN FAVOR OF	RECORDED BOOK/PAGE
Easement DIST	06/16/1964	Lutheran Haven, Inc.	Florida Power Corporation, d/b/a Progress Energy Florida, Inc.	524/229
Easement DIST	09/03/1965	B.F. Wheeler, Jr., Miriam Louise Martin, Clara Lee Evans, W.H. Martin, John W. Evans, Jean M. Wheeler	Florida Power Corporation, d/b/a Progress Energy Florida, Inc.	558/289
Easement (Blanket) DIST	02/14/1968	Lutheran Haven, Inc.	Florida Power Corporation, d/b/a Progress Energy Florida, Inc.	659/307
Easement DIST	09/21/1973	John B. Newsom and Maria B. Newsom	Florida Power Corporation, d/b/a Progress Energy FL, Inc.	1000/1697
Distribution Easement (Blanket) DIST	12/13/1990	Lutheran Haven, Inc.	Florida Power Corporation, d/b/a Progress Energy Florida, Inc.	2260/780

PROVIDED that the COMPANY has the following rights:

1. The COMPANY shall have the right to construct, operate, maintain, remove, and relocate facilities on, within, and upon the lands described herein. Any new construction or relocation of facilities within the lands will be subject to prior approval by the COUNTY's Engineer.

2. The COMPANY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above,

including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the COUNTY's facilities.

3. The COMPANY agrees to repair any damage to COUNTY facilities and to indemnify the COUNTY against any loss or damage resulting from the COMPANY exercising its rights outlined in Paragraphs 1 and 2 above.

4. Should the COUNTY require the COMPANY to alter, adjust, or relocates its facilities located within said lands, the COUNTY hereby agrees to pay the cost of such alteration, adjustment or relocation, including, but not limited to the cost of acquiring appropriate replacement easements. Any relocation, alteration or removal of COMPANY's facilities not required by the COUNTY shall be performed at COMPANY's sole cost and expense.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ATTEST: R. Alexander Glenn
Assistant, Secretary

(CORPORATE SEAL)

FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC.

By: David J. Maxon, Vice President

APPROVED
CRAWFORD, CHEN & HINES, P.A.
BY: BC
DATE: 1/30/09

STATE OF: Florida)
COUNTY OF: Seminole)

I HEREBY CERTIFY that, on this 10 day of February, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **David J. Maxon, Vice President**, and **R. Alexander Glenn, Assistant Secretary** as President and Secretary, respectively, of FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC., a corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Kaiya K. Hall
Print Name: Kaiya K. Hall
Notary Public in and for the County and State Aforementioned
My commission expires: July 20, 2011

KAIYA K. HALL
MY COMMISSION EXPIRES
July 20, 2011
#DD 653065
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

[Signature page continues on Page 4]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BOB DALLARI, Chairman

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

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 2009, regular meeting

Approved as to form and
legal sufficiency.

_____
County Attorney

NN/dre
12/08/08
P:\Users\Dedge\My Documents\Agt\Chapman Road Progress Engery Subordination.Doc

EXHIBIT A

R/W Project: Chapman Road
R/W Parcel: 104
Tax I.D. #: 20-21-31-300-011C-0000
20-21-31-5CB-0000-00G0

FEE SIMPLE

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF LOT "G", SLAVIA FARMS, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 97, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND A PORTION OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH 88°43'53" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1136.28 FEET; THENCE NORTH 01°16'07" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF INTERSECTION BETWEEN THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER OFFICIAL RECORDS BOOK 2064, PAGE 186, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 426, ALSO KNOWN AS ALOMA AVENUE, PER THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77060-2518, AND THE POINT OF BEGINNING; THENCE NORTH 32°14'14" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 36.04 FEET; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE NORTH 24°26'51" EAST, A DISTANCE OF 60.67 FEET; THENCE SOUTH 32°01'14" EAST, A DISTANCE OF 47.72 FEET TO A POINT 95.00 FEET, WHEN MEASURE PERPENDICULAR, FROM THE BASELINE OF SURVEY OF CHAPMAN ROAD, PER THE SEMINOLE COUNTY, FLORIDA, RIGHT-OF-WAY MAP FOR CHAPMAN ROAD, DATED JULY, 1992 ; THENCE SOUTH 88°41'43" EAST, PARALLEL TO SAID BASELINE OF SURVEY, A DISTANCE OF 257.13 FEET TO A POINT ON THE WEST LINE OF THE PROPERTY RECORDED ON THE OFFICIAL RECORDS BOOK 5155, PAGE 300, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 02°00'30" WEST ALONG SAID WEST LINE, A DISTANCE OF 45.78 FEET TO A POINT ON THE SAID NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD; THENCE NORTH 88°43'53" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 286.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,589 SQUARE FEET OR 0.335 ACRES, MORE OR LESS.

EXHIBIT A

R/W Project: Chapman Road
R/W Parcel: 107
Tax I.D. #: 28-21-31-300-0110-0000

FEE SIMPLE

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 28; HENCE NORTH 00°01'28" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 2540.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°01'28" EAST ALONG SAID WEST LINE, A DISTANCE OF 95.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 131, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°25'35" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1331.29 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 00°06'43" WEST ALONG SAID EAST LINE, A DISTANCE OF 35.22 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 11399.16 FEET, A CENTRAL ANGLE OF 03°18'09" AND A CHORD BEARING OF SOUTH 88°34'05" WEST; THENCE FROM A TANGENT BEARING OF NORTH 89°46'51" WEST, RUN WESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 657.06 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5789.58 FEET, A CENTRAL ANGLE OF 06°22'30" AND A CHORD BEARING OF NORTH 89°53'45" WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE FOR DISTANCE OF 644.19 FEET; THENCE SOUTH 44°59'44" WEST, A DISTANCE OF 22.02 FEET; THENCE SOUTH 00°01'28" WEST, A DISTANCE OF 15.64 FEET; THENCE NORTH 89°58'32" WEST, A DISTANCE OF 15.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28 AND THE POINT OF BEGINNING.

CONTAINING 74,168 SQUARE FEET OR 1.703 ACRES, MORE OR LESS.

EXHIBIT A

R/W Project: Chapman Road
R/W Parcel: 123
Tax I.D. #: 21-21-31-300-014A-0000

FEE SIMPLE

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE SOUTH 00°04'22" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 21, A DISTANCE OF 5309.36 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 137, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE NORTH 00°04'22" EAST ALONG SAID WEST LINE, A DISTANCE OF 35.00 FEET; THENCE SOUTH 89°44'12" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF LOT A OF HORSESHOE FARMS AS RECORDED IN PLAT BOOK 17, PAGES 77; THENCE SOUTH 00°04'22" WEST ALONG THE WEST LINE AND A PROJECTION OF THE WEST LINE OF SAID LOT A, A DISTANCE OF 35.00 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 89°44'12" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 21 AND THE POINT OF BEGINNING.

CONTAINING 1,400 SQUARE FEET OR 0.032 ACRES, MORE OR LESS.

EXHIBIT A

R/W Project: Chapman Road
R/W Parcel: 823
Tax I.D. #: 21-21-31-300-014A-0000

PERPETUAL DRAINAGE EASEMENT

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE SOUTH 00°04'22" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 21, A DISTANCE OF 5309.36 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 137, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°44'12" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF THE WEST LINE OF LOT A OF HORSESHOE FARMS, AS RECORDED IN PLAT BOOK 17, PAGES 77; HAVING A BEARING OF SOUTH 00°04'22" WEST; THENCE RUN NORTH 00°04'22" EAST ALONG SAID PROJECTED WEST LINE OF LOT A, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°44'12" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 21; THENCE NORTH 00°04'22" EAST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 21, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°44'12" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT A; THENCE SOUTH 00°04'22" WEST ALONG THE WEST LINE OF SAID LOT A, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,000 SQUARE FEET OR 0.092 ACRES, MORE OR LESS.

EXHIBIT A

R/W Project: Chapman Road
R/W Parcel: 145
Tax I.D. #: 20-21-31-300-0110-0000

FEE SIMPLE

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 20 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 21; HENCE SOUTH 00°14'52" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 2630.25 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 136, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE NORTH 88°43'53" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 648.39 FEET TO THE EASTERLY LINE OF THE PROPERTY RECORDED ON THE OFFICIAL RECORDS BOOK 5155, PAGE 300, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE NORTH 00°49'01" EAST ALONG THE EASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 59.79 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5789.58 FEET, A CENTRAL ANGLE OF 02°42'23" AND A CHORD BEARING OF SOUTH 83°52'12" EAST; THENCE FROM A TANGENT BEARING OF SOUTH 85°13'23" EAST, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 273.46 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5669.58 FEET, A CENTRAL ANGLE OF 03°39'50" AND A CHORD BEARING OF SOUTH 84°20'56" EAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 362.55 FEET; THENCE NORTH 48°29'13" EAST, A DISTANCE OF 24.16 FEET; THENCE SOUTH 86°30'23" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 41°30'51" EAST, A DISTANCE OF 17.13 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5664.58 FEET, A CENTRAL ANGLE OF 00°05'41" AND A CHORD BEARING OF SOUTH 86°49'36" EAST; THENCE FROM A TANGENT BEARING OF SOUTH 86°46'46" EAST, RUN EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 9.36 FEET; THENCE SOUTH 03 33/64 °07'33" WEST, A DISTANCE OF 5.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5669.58 FEET, A CENTRAL ANGLE OF 02°33'08" AND A CHORD BEARING OF SOUTH 88°09'01" EAST; THENCE FROM A TANGENT BEARING OF SOUTH 86°52'27" EAST, RUN EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 252.56 FEET TO A POINT ON THE SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 89°25'35" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 306.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,754 SQUARE FEET OR 0.522 ACRES, MORE OR LESS.

EXHIBIT A

R/W Project: Chapman Road
R/W Parcel: 145A
Tax I.D. #: 20-21-31-300-0110-0000

FEE SIMPLE

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 21; HENCE SOUTH 00°14'52" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 2630.25 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 131, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°25'35" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 306.11 FEET TO THE POINT OF BEGINNING AND A POINT ON A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5669.58 FEET, A CENTRAL ANGLE OF 03°39'25" AND A CHORD BEARING OF NORTH 88°44'43" EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 361.87 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 11519.16 FEET, A CENTRAL ANGLE OF 03°18'06" AND A CHORD BEARING OF NORTH 88°34'03" EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 663.80 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE SOUTH 00°09'37" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 34.78 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 89°25'35" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1025.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,874 SQUARE FEET OR 0.433 ACRES, MORE OR LESS.

EXHIBIT A

R/W Project: Chapman Road
R/W Parcel: 146
Tax I.D. #: 20-21-31-300-011B-0000
20-21-31-5CB-0000-00G1

FEE SIMPLE

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; HENCE SOUTH 00°14'52" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2655.25 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE NORTH 88°43'53" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 648.64 FEET; THENCE NORTH 00°49'01" EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING AND A POINT OF INTERSECTION BETWEEN THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 136, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE EASTERLY LINE OF THE PROPERTY RECORDED ON THE OFFICIAL RECORDS BOOK 5155, PAGE 300, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE NORTH 88°43'53" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 351.21 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER OFFICIAL RECORDS BOOK 2064, PAGE 186, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE NORTH 00°14'07" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 25.00 FEET; THENCE NORTH 88°43'53" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER OFFICIAL RECORDS BOOK 2064, PAGE 186, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 231.56 FEET TO A POINT ON THE WEST LINE OF THE PROPERTY RECORDED ON THE OFFICIAL RECORDS BOOK 5155, PAGE 300, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE NORTH 02°00'30" EAST ALONG THE WEST LINE OF SAID PROPERTY, A DISTANCE OF 45.78 FEET TO A POINT 95.00 FEET, WHEN MEASURE PERPENDICULAR, FROM THE BASELINE OF SURVEY OF CHAPMAN ROAD, PER THE SEMINOLE COUNTY, FLORIDA, RIGHT-OF-WAY MAP FOR CHAPMAN ROAD, DATED JULY, 1992; THENCE SOUTH 88°41'43" EAST PARALLEL TO SAID BASELINE OF SURVEY, A DISTANCE OF 231.53 FEET TO A POINT ON A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5789.58 FEET, A CENTRAL ANGLE OF 03°28'20" AND A CHORD BEARING OF SOUTH 86°57'33" EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 350.85 FEET TO A POINT ON THE EASTERLY LINE OF THE PROPERTY RECORDED ON THE OFFICIAL RECORDS BOOK 5155, PAGE 300, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 00°49'01" WEST ALONG THE EASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 59.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 34,104 SQUARE FEET OR 0.783 ACRES, MORE OR LESS.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Expenditure & Payroll Approval Lists, BCC Minutes, Clerk's Received and Filed, and Clerk's Briefing

DEPARTMENT: Clerk's Office **DIVISION:**

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Sandy McCann **EXT:** 7662

MOTION/RECOMMENDATION:
Approval of Expenditure Approval Lists dated march 30 and April 6, 2009; and Payroll Approval List dated April 2, 2009; approval of BCC Minutes dated March 24, 2009; Clerk's "Received and Filed" - for information only; Clerk's Briefing.

County-wide Dave Godwin

BACKGROUND:
Clerk's Report 4/28/09 attached.

ATTACHMENTS:

1. Clerk's Report 04-28-09

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Expenditure & Payroll Approval Lists, BCC Minutes, Clerk's Received and Filed , and Clerk's Briefing

DEPARTMENT Clerk's Office **DIVISION:** County Commission Records

AUTHORIZED BY Dave Godwin **CONTACT:** Sandy McCann **EXT.** 7662

Agenda Date 04-28-2009 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Approval Lists
Approval of BCC Minutes

BACKGROUND:

1. Expenditure Approval Lists dated March 30 and April 6, 2009; and Payroll Approval List dated April 2, 2009
2. BCC Minutes dated March 24, 2009
3. Clerk's "Received and Filed" - for information only
4. Clerk's Briefing

Reviewed by:
Co. Att
OMB
Other
DCM
CM

CLERK'S REPORT
CLERK'S BRIEFING
APRIL 28, 2009

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL LISTS AND PAYROLL APPROVAL LIST

Expenditure Approval Lists dated March 30 and April 6, 2009; and Payroll Approval List dated April 2, 2009, presented.

ACTION REQUESTED: Motion approving same.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated March 24, 2009.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only.

1. Amendment #1 to Work Order #25 for PS-5190-05.
2. Closeout of CC-2167-07.
3. Work Order #49 to PS-1529-06.
4. Work Orders #6 and #7 to PS-2564-07.
5. Closeout of CC-2822-07.
6. Amendment #4 to IFB-3110-05 Term Contract with Chinchor Electric, Inc.
7. Work Order #6 to CC-2183-07.
8. Copies of e-mails dated March 25, 2009, to BCC from Cindy Coto and to Cindy Coto from Bruce McMenemy regarding Ice Machine Docs.
9. Copies of e-mails dated March 26, 2009, to Bruce McMenemy from Susan Krause and to Susan Krause

from Bruce McMenemy regarding Project Management, Re: BAR 09-38 and Capital Transactions.

10. Parks Contract with Carl Murray.

11. Tennis Developmental Instructor Agreement with Eric Cordova.

12. Assistant and Associate Tennis Pro Agreements with Roger Crawford and Sergio Rivas.

13. Memorandum to Sandy McCann from Liz Parkhurst regarding P&D Outstanding Documents.

14. Work Order #115 to PS-5165-04.

15. Change Order #1 to Work Order #59 for CC-1220-03.

16. Work Order #3 to PS-3166-08.

17. Cash Maintenance Bond in the amount of $750 and Maintenance and Escrow Agreement for International Parkway Village.

18. Work Order #5 to PS-5172-04.

19. Work Order #114 to PS-5165-04.

20. Work Order #4 to PS-3166-08.

21. Work Order #113 to PS-5165-04.

22. Work Orders #3, #4, #5, #6 and #7 to CC-2184-07.

23. Amendment #1 to Work Order #4 for PS-5172-04.

24. Change Order #5 to CC-2396-07.

25. Work Order #66 to PS-5120-02.

26. Work Order #2 to RFP-3261-08.

27. Recorded Transfer of Road Reservation for Chapman Road, Parcel 106, Lutheran Haven.

28. Change Order #6 to CC-2396-07.

29. Proof of publication regarding the final meeting of the 2008 Value Adjustment Board on March 31, 2009.

30. Maintenance Bond in the amount of $20,311.73 for the Star Child Academy ROW.

31. Executive Summary and Financial Audit for Fiscal Year ended June 30, 2008, for Seminole Community College.

32. Amendment #1 to Work Order #90 for PS-5150-03.

33. Work Order #12 to RFP-4240-05.

34. Letter of acceptance and Bill of Sale for International Parkway Village.

35. Revised and Restated Development Order for the Redmon Design PUD.

36. Change Order #1 to Work Order #2 for CC-3321-08.

37. Amendment #1 to Work Order #33 for PS-5150-03.

38. Work Orders #24 and #25 to CC-1741-07.

39. Closeout of CC-2244-07.

40. Work Order #20 to CC-1284-06.

41. Parks Contracts for Virginia Toledo, Rene Lebron, and Gregory R. Johnson.

42. Work Order #1 for PS-3556-08.

43. Change Order #8 to RFP-0613-06.

44. Amendment #2 to Work Order #1 for PS-2108-07.

45. Change Order #1 to CC-2521-07.

46. Work Orders #26 and #27 to PS-1501-06.

47. Recorded Utility Easement for Jail Expansion, approved by the BCC on June 10, 2008.

48. Work Order #15 to CC-2190-07.

49. Amendment #1 to Work Order #11 for RFP-4240-05.

50. Work Order #37 to RFP-0225-05.

51. Amendment #1 to Work Order #36 for RFP-0225-05.

52. Change Order #1 to Work Order #31 for CC-1075-06.

53. Change Orders #9 and #10 to CC-0256A-06.

54. First Amendment to PS-1020-05.

55. Closeout of Work Order #24 for CC-1075-06.

56. Work Order #41 to PS-5174-04.

57. Consultant Services Agreement with R. W. Block Consulting, Inc.

58. Amendment #1 to Work Order #9 for PS-5102-01.

59. Change Order #4 to CC-2702-07.

60. Bids as follows: RFP-600615-09; IFB-600592-09; IFB-600632-09; Best and Final Offer for RFP-600616-09.

III. **CLERK'S BRIEFING**

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Code Enforcement Lien, Case # 07-81-CEB, Request for Reduction of Penalty – Stacy Dudley (previous owner) and U.S. Bank (current owner)

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Carolyn Jane Spencer **EXT:** 7403

MOTION/RECOMMENDATION:

(A) Approve a reduction to the Code Enforcement Board lien from $47,250.00 to $25,027.57 which represents a 50% reduction of the total lien plus administrative costs of $1,402.57 for Case # 07-81-CEB on the property located at 1620 Ridge Avenue, Longwood – Stacy Dudley (previous owner) and U.S. Bank (current owner), and require these costs to be paid within 60 days or the lien will revert to its original amount ($47,250.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien (Staff Recommendation); or

(B) Approve a reduction to the Code Enforcement Board lien which totals $47,250.00 to an amount set by the Board of County Commissioners for Case # 07-81-CEB on the property located at 1620 Ridge Avenue, Longwood - Stacy Dudley (previous owner) and U.S. Bank (current owner), and require this reduced amount to be paid within 60 days or the lien will revert to its original amount ($47,250.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien; or

(C) Approve the request to waive the Code Enforcement Board lien which totals $47,250.00 for Case # 07-81-CEB on the property located at 1620 Ridge Avenue, Longwood - Stacy Dudley (previous owner) and U.S. Bank (current owner), and authorize the Chairman to execute the Satisfaction of Lien; or

(D) Deny a reduction to the Code Enforcement Board lien in the amount of $47,250.00 for Case # 07-81-CEB on the property located at 1620 Ridge Avenue, Longwood - Stacy Dudley (previous owner) and U.S. Bank (current owner), and require this amount to be paid within 60 days and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien.

District 4 Carlton D. Henley Tina Williamson

BACKGROUND:

In response to a complaint, on May 29, 2007, the Code Enforcement Officer observed the following violation located at 1620 Ridge Avenue, Longwood: Unusable or abandoned furniture, unusable or abandoned appliances or white goods, an accumulation of trash and debris, uncultivated vegetation in excess of 24" in height and located within 75' from any structure, stagnant or foul water in a swimming pool, swimming pool not secured according to code and other objectionable, unsightly, or unsanitary matter, substance, or material tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives, and/or welfare of the citizens of the county in violation of Seminole County Code Section 95.4, as defined in Section 95.3 (e), (f), (g), (h), (n), (o) and (p).

The timeline on these violations is below:

DATE	ACTION	RESULT
May 29, 2007	Notice of Violation issued to Respondent.	Violations remain.
July 24, 2007	Lis Pendens.	U.S Bank's Notice of Lis Pendens recorded.
July 31, 2007	Statement of Violation and Request for Hearing.	Filed by Code Enforcement Officer.
August 2, 2007	Notice of Hearing mailed to Respondent.	Certified mail returned to Clerk. Property posted.
August 23, 2007	Code Board Hearing – Findings of Fact, Conclusions of Law and Order	Order entered by Code Enforcement Board giving a compliance date of August 31, 2007 for the unsecured pool and September 28, 2008 for the remaining violations with a fine of $250.00 per day if violations are not corrected by compliance dates.
September 4, 2007	Affidavit of Non-Compliance for unsecured pool filed by the Code Enforcement Officer after reinspection.	Violation remains.
September 6, 2007	Letter enclosing Affidavit of Non-Compliance and Notice of October 25, 2007 hearing to impose a lien with the Statement of Violation, Board letter and Notice of Initial Hearing sent to U.S. Bank, the lis pendens bank.	U.S. Bank's signed certified mail receipt returned to Clerk dated September 10, 2007.
October 1, 2007	Affidavit of Non-Compliance for remaining violations filed by the Code Enforcement Officer after reinspection.	Violations remain.
October 25, 2007	Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien.	Order entered by the Code Enforcement Board imposing a lien of $13,750.00 with fine continuing to accrue at $250.00 per day until compliance is obtained. U.S. Bank's signed certified mail receipt returned to Clerk dated November 2, 2007 for letter enclosing Order.
December 22, 2008 (Inspection occurred in 2007 but Affidavit not issued until 2008)	Affidavit of Compliance filed by Code Enforcement Officer for unsecured pool after reinspection on December 14, 2007.	Pool secured.
March 18, 2008	Final Summary Judgment of Mortgage Foreclosure	Judgment of Foreclosure extinguished the accruing lien from inception to Certificate of Title.
June 10, 2008	Certificate of Title	Ownership transferred to U.S. Bank. Lien begins to accrue as of this date.
December 16, 2008	Affidavit of Compliance filed by Code Enforcement Officer for remaining violations after reinspection on December 16, 2008.	Remaining violations corrected. Lien totals $47,250.00 for 189 days of non-compliance, from Certificate of Title date until final compliance date.
December 22, 2008	Request for Reduction received.	Request for Reduction received with a Contract for Sale attached requiring this item to be fast tracked.

January 27, 2009	Board of County Commissioners' meeting to hear Request for Reduction.	Respondent did not appear. $47,250.00 lien reduced to $25,027.57 which represents a 50% reduction plus administrative costs if paid within 60 days. This reduced amount was not paid within 60 days and the lien reverted to the original amount of $47,250.00
February 5, 2009	Second Request for Reduction received.	U.S. Bank is requesting a second hearing concerning the reduction as closing agent failed to send an attorney to the January 27, 2009 hearing.
March 24, 2009	County Attorney requested Board consensus concerning U.S. Bank's second lien reduction request.	The Board voted unanimously to bring the U.S. Bank's Request for Reduction back for consideration.

The Board considers the individual facts of each case when determining whether to reduce a lien. In addition, the Board adopted the following guidelines on February 9, 1999 to use when considering lien reductions:

1. If an individual has acquired a property in which the lien was recorded and the individual bought the property with this knowledge, a waiver or reduction in lien should not be granted. In such cases, the lien should have been considered in reaching a purchase price.

2. If a lien is not considered when a title insurance policy is issued, a reduction of the lien to provide relief to a title insurer should not be granted. To do so would place the County in the position of indemnifying an insurance company against its losses, which are reflected in premium charges.

3. If a lien has previously been reduced, and another request is received for a lien reduction, whether from the original property owner or new owner, a reduction or waiver should not be granted. If the BCC grants relief to a violator, its action should be final and conclusive.

4. When considering a request and in developing a recommendation to the BCC, staff should evaluate the amount of the lien compared to the value of the property and the actions the violator did or did not take in attempting to resolve the code violation. Per the Property Appraiser information, the assessed value of the property is **$401,623.00**. The lien totals **$47,250.00**.

5. When liens are satisfied as a result of either full payment or reduced/eliminated payment as directed by the BCC, the lien satisfaction instrument will be provided to the property owner who shall be responsible for recording the instrument in the land records.

STAFF RECOMMENDATION:

Staff recommends that the Board reduce the amount of the lien in the amount of $47,250.00 to $25,027.57 which represents a 50% reduction of the total lien plus administrative costs of $1,402.57 for the property located at 1620 Ridge Avenue, Longwood, based on the following facts:

1) Based on established Planning procedures, these types of violations and being in non-compliance for 189 days would warrant a 50% reduction of lien.

Staff further recommends that this amount, $25,027.57, be paid within 60 days or the lien will revert to its original amount ($47,250.00) and upon payment in full authorize the Chairman to execute the Satisfaction of Lien.

ATTACHMENTS:

1. Statement of Violation & Request for Hearing
2. Notice of Hearing
3. Findings of Fact
4. Affidavit Of Non Compliance
5. Order imposing Lien
6. Affidavit Of Compliance
7. 1st Request for Reduction w/ contract for sale
8. Property Appraiser Data
9. Estimate of Costs
10. 2nd Request for Reduction
11. Satisfaction of Lien

Additionally Reviewed By:

☑ County Attorney Review (Melissa Clarke)

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

CEB NO. 07-81-CEB

STATEMENT OF VIOLATION AND REQUEST FOR HEARING

Pursuant to Florida State Statute Chapter 162, and Chapter 53 Seminole County Code, the undersigned Code Enforcement Officer hereby gives notice of an uncorrected violation of the Codes or Ordinances of Seminole County, as more particularly described herein, and hereby requests a public hearing before the Board.

VIOLATION OF CODE OR ORDINANCE, SECTION OR NUMBER: **Seminole County Code, Section 95.4, as defined in Section 95.3 (e)(f)(g)(h)(n)(o)(p)**

LOCATION/ADDRESS WHERE VIOLATION EXISTS: **1620 Ridge Ave, Longwood, Seminole County**
Tax Parcel #: 20-20-30-502-0E00-0030

Commissioner's District: **4**
Sheriff's District: **3**

NAME AND ADDRESS OF OWNER: **Stacy Dudley**
2399 Wexford Dr
Atlanta, GA 30349

DESCRIPTION OF VIOLATION: **1. Unusable or abandoned furniture; 2. Unusable or abandoned appliances; 3. Trash and debris; 4. Uncultivated vegetation; 5. Stagnant/foul water within a swimming pool; 6. Unsecured pool; and 7. Any other objectionable, unsightly, or unsanitary matter, substance, or material tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives and/or welfare of the citizens of the County.**

DATE VIOLATION FIRST OBSERVED: **May 29, 2007**
DATE 1st NOTICE OF VIOLATION: **May 29, 2007**
DATE VIOLATION TO BE CORRECTED: **August 15, 2007**
DATE OF REINSPECTION: **July 31, 2007**
INSPECTION RESULTS: **The above listed described violations still exist on the property**

Based upon the foregoing, the undersigned Code Inspector hereby certifies that the above described violation continues to exist, that attempts to secure compliance with the Code(s) or Ordinance(s) of Seminole County have failed as aforesaid, and that the violation should be referred to the Board for a public hearing.

DATED THIS 31st DAY OF JULY 2007

Deborah Leigh

Deborah Leigh, Senior Code Enforcement Officer
Seminole County Sheriff's Office

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 31st day of July 2007 by Deborah Leigh, who is personally known to me.

Rita Reynolds

Notary Public in and for the
County and State Aforementioned

RITA S. REYNOLDS
MY COMMISSION # DD 0[illegible]7
EXPIRES: April 25, 2011
Bonded Thru Notary Public Underwriters

CAFÉ REPORT #: 2007CE002691

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

CASE NO – 07-81-CEB

Petitioner,

vs.

STACY DUDLEY
PARCEL I.D. NO – 20-20-30-502-0E00-0030

Respondent.

COPY

NOTICE OF HEARING

To: **STACY DUDLEY**
2399 WEXFORD DRIVE
ATLANTA, GEORGIA 30349

NOTICE is hereby given that the Code Enforcement Board of Seminole County, Florida, intends to hold a public hearing at **1:30 PM**, or as soon thereafter as possible, at its regular meeting on **THURSDAY, the 23rd day of August 2007**, at the Seminole County Services Building, BCC Chambers, 1101 East First Street, Sanford, Florida, to consider whether a violation of the Codes or Ordinances of Seminole County exists on the above-named party's property. Specifically:

1) **UNUSABLE OR ABANDONED FURNITURE**
2) **UNUSABLE OR ABANDONED APPLIANCES OR WHITE GOODS**
3) **THE ACCUMULATION OF TRASH AND DEBRIS**
4) **UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT AND LOCATED WITHIN 75' FROM ANY STRUCTURE**
5) **STAGNANT OR FOUL WATER IN A SWIMMING OR WADING POOL**
6) **SWIMMING POOL NOT COMPLETELY ENCLOSED BY PERMANENT FENCING**
7) **ANY OTHER OBJECTIONABLE, UNSIGHTLY, OR UNSANITARY MATTER, SUBSTANCE, OR MATERIAL TENDING BY ITS EXISTENCE AND/OR ACCUMULATION TO ENDANGER OR ADVERSELY AFFECT THE HEALTH, SAFETY, LIVES, AND/OR WELFARE OF THE CITIZENS OF THE COUNTY**

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE PLANNING/CODE ENFORCEMENT BOARD OFFICE AT (407) 665-7403.

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

PERSONS ARE ADVISED THAT IF THEY DECIDE TO APPEAL ANY 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 BASED, PER SECTION 285.0105.

DATED this 2nd day of August 2007.

Jane Spencer
Clerk to the Code Enforcement Board
Seminole County, Florida

Jane Spencer

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2007127891 BK 06807 Pgs 1737 - 1738; (2pgs) RECD 09/04/2007 10:30:54 AM
REC FEES 18.50, RECD BY G Harford

RETURN TO SANDY MCCARTY

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

STACY DUDLEY
PARCEL I.D. NO – 20-20-30-502-0E00-0030

Respondent.

CASE NO. 07-81-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY:
DATE: 8/29/07

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 07-81-CEB, it is determined that the Respondent is:

(a) the owner of record of the property (Tax Parcel ID # 20-20-30-502-0E00-0030) located at 1620 Ridge Avenue, Longwood, located in Seminole County and legally described as follows:

LEG LOT 3 BLK E HENSONS ACRES PB 9 PG 99

(b) in possession or control of the property, and
(c) in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (e), (f), (g), (h), (n), (o) and (p).

It is hereby ordered that Violation (o), Number 6, presents a serious threat to the public health, safety, and welfare of the citizens.

It is hereby ordered that the Respondent shall correct Violations 1, 2, 3, 4, 5 and 7 on or before **September 28, 2007**. In order to correct the violations, the Respondent shall take the following remedial action:

1) **REMOVE UNUSABLE OR ABANDONED FURNITURE (e)**
2) **REMOVE UNUSABLE OR ABANDONED APPLIANCES OR WHITE GOODS (f)**
3) **REMOVE THE ACCUMULATION OF TRASH AND DEBRIS (g)**
4) **REMOVE UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT AND LOCATED WITHIN 75' FROM ANY STRUCTURE (h)**
5) **REMOVE STAGNANT OR FOUL WATER IN A SWIMMING OR WADING POOL (n)**
7) **REMOVE ANY OTHER OBJECTIONABLE, UNSIGHTLY, OR UNSANITARY MATTER, SUBSTANCE, OR MATERIAL TENDING BY ITS EXISTENCE AND/OR ACCUMULATION TO ENDANGER OR ADVERSELY AFFECT THE HEALTH, SAFETY, LIVES, AND/OR WELFARE OF THE CITIZENS OF THE COUNTY (p)**

It is further ordered that the Respondent shall correct Violation 6 on or before **August 31, 2007**. In order to correct this violation, the Respondent shall take the following remedial action:

6) SECURE SWIMMING POOL ACCORDING TO CODE (o)

If the Respondent does not comply with the Order, a fine of **$250.00 per day** will be imposed for each day the violations continue or are repeated after compliance past **September 28, 2007** for Violations 1, 2, 3, 4, 5, and 7 and **August 31, 2007** for Violation 6.

The Respondent is further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

This Order shall be recorded in the official land records of Seminole County.

DONE AND ORDERED this 23rd day of August 2007, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

Tom Hagood

TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 23rd day of August 2007, by Tom Hagood, who is personally known to me.

Jane Spencer

Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
Jane Spencer
Commission #DD299304
Expires: March 19, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2007133890 BK06818 Pg 1533; (1pg) RECD 09/14/2007 02:14:57 PM
REC FEES 10.00, RECD BY G Hafford

RETURN TO SANDY McCAN

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

STACY DUDLEY,

Respondent.

_____/

CASE NO: 07- 81-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: Jane Lipine
DATE: 9-6-07

AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Deborah Leigh, Senior Code Enforcement Officer, Seminole County Sheriff's Office**, who after being duly sworn, deposes and says:

1. That on **August 23, 2007**, the Board held a public hearing and issued its Order in the above-styled matter.

2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **August 31, 2007.**

3. That a reinspection was performed on **September 4, 2007.**

4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that **the swimming pool as not been secured according to code.**

FURTHER AFFIANT SAYETH NOT.

DATED this **4th** day of **September 2007.**

Deborah Leigh
Deborah Leigh, Senior Code Enforcement Officer

STATE OF **FLORIDA**)
COUNTY OF **SEMINOLE**)

The foregoing instrument was acknowledged before me this **4th** day of **September 2007,** by **Deborah Leigh**, who is personally known to me and who did take an oath.

Rita S. Reynolds
Notary Public in and for the County
and State Aforementioned
My commission expires:

RITA S. REYNOLDS
MY COMMISSION # DD 646927
EXPIRES: April 25, 2011
Bonded Thru Notary Public Underwriters

AFFNON.COM

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2007150340 BK06840 Pg 0217, (1pg) RECD 10/22/2007 02:41:56 PM
REC FEES 10.00, RECD BY G Harford

RETURN TO SANDY McCAM

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

STACY DUDLEY,

Respondent.

_____/

CASE NO: 07- 81-CEB

AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Deborah Leigh, Senior Code Enforcement Officer, Seminole County Sheriff's Office**, who after being duly sworn, deposes and says:

1. That on **August 23, 2007**, the Board held a public hearing and issued its Order in the above-styled matter.

2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **September 30, 2007.**

3. That a reinspection was performed on **October 1, 2007.**

4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that **the unusable or abandoned furniture; unusable or abandoned appliances; trash and debris; uncultivated vegetation; stagnant/foul water within a swimming pool; and any other objectionable, unsightly, or unsanitary matter, substance, or material tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives and/or welfare of the citizens of the County.**

FURTHER AFFIANT SAYETH NOT.

DATED this 1st day of **October 2007.**

Deborah Leigh

Deborah Leigh, Senior Code Enforcement Officer

STATE OF **FLORIDA**)
COUNTY OF **SEMINOLE**)

The foregoing instrument was acknowledged before me this 1st day of **October 2007**, by Deborah Leigh, who is personally known to me and who did take an oath.

Rita Reynolds

Notary Public in and for the County and State Aforementioned
My commission expires:

RITA S. REYNOLDS
MY COMMISSION # DD 646927
EXPIRES: April 25, 2011
Bonded Thru Notary Public Underwriters

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY:
DATE: 10/5/07

SEMINOLE COUNTY
BK 6859 Pgs 1631 - 1632; (2pgs)
CLERK'S # 2007156242
RECORDED 11/05/2007 02:35:05 PM
RECORDING FEES 18.50
RECORDED BY G Harford
BK 6859

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

STACY DUDLEY
PARCEL I.D. NO – 20-20-30-502-0E00-0030

Respondent.

CASE NO. 07-81-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: Jane Spencer
DATE: 10/30/07

ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

The Respondent is the owner of record of the property (Tax Parcel ID # 20-20-30-502-0E00-0030) located at 1620 Ridge Avenue, Longwood, located in Seminole County and legally described as follows:

LEG LOT 3 BLK E HENSONS ACRES PB 9 PG 99

This case came on for public hearing before the Code Enforcement Board of Seminole County on August 23, 2007, after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondent in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (e), (f), (g), (h), (n), (o) and (p).

Said Order stated that a fine in the amount of $250.00 per day would be imposed if the Respondent did not take certain corrective action by August 31, 2007 and September 28, 2007.

An Affidavit of Non-Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action had not been obtained after reinspection on September 4, 2007 and an Affidavit of Non-Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the other required actions had not been obtained after reinspection on October 1, 2007.

Accordingly, it having been brought to the Board's attention that Respondent has not complied with the Order dated August 23, 2007, the Board orders that a **lien** in the amount of **$13,750.00** for 55 days of non-compliance at $250.00 per day, from August 31, 2007 through and including October 25, 2007, be imposed; and the fine shall continue to accrue at **$250.00** per day for each day the violations continue or are repeated past October 25, 2007.

This Order shall be recorded in the official land records of Seminole County and shall constitute a **lien** against the land on which the violation exists and upon any other real or personal property owned by the Respondent.

DONE AND ORDERED this 25th day of October 2007, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 23rd day of August 2007, by Tom Hagood, who is personally known to me.

Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
Jane Spencer
Commission #DD299304
Expires: March 19, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida

Petitioner,

vs.

STACY DUDLEY (previous owner)
U S BANK NATIONAL ASSN (current owner)
PARCEL ID #: 20-20-30-502-0E00-0030

Respondent.
_____/

Case No. **07-81-CEB**

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Deborah Leigh**, Senior Code Enforcement Officer, Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

1. That on **August 23, 2007,** the Board held a public hearing and issued its Order in the above-styled matter.

2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **September 28, 2007**.

3. That a re-inspection was performed and the Respondent was in compliance on **December 16, 2008.**

4. That the re-inspection revealed that the corrective action ordered by the Board has been taken in that the **unusable or abandoned furniture, unusable or abandoned appliances, the accumulation of trash and debris, the uncultivated vegetation, the stagnant foul water in the swimming pool and the objectionable/unsightly matter or material has been removed.**

FURTHER AFFIANT SAYETH NOT. **DATED** this **16th** day of December **2008**

Deborah Leigh
Deborah Leigh, Senior Code Enforcement Officer

STATE OF **FLORIDA**)
COUNTY OF **SEMINOLE**)

The foregoing instrument was acknowledged before me this **16th day of December 2008**, by **Deborah Leigh**, who is personally known to me and who did take an oath.

Pamela Taylor
Notary Public in and for the County
and State Aforementioned
My commission expires

PAMELA TAYLOR
MY COMMISSION # DD 407930
EXPIRES: April 1, 2009
Bonded Thru Notary Public Underwriters

CMPLAFF.CEB

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida

Petitioner,

vs.

Case No. **07-81-CEB**

STACY DUDLEY (previous owner)
U S BANK NATIONAL ASSOC. (current owner)
PARCEL ID#: 20-20-30-502-0E00-0030

Respondent.
_____/

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Deborah Leigh**, Senior Code Enforcement Officer, Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

1. That on **August 23, 2007,** the Board held a public hearing and issued its Order in the above-styled matter.

2. That, pursuant to said Order, Respondent was to have secured the swimming pool on or before **August 31, 2007**.

3. That a re-inspection was performed and the Respondent was in compliance on **December 14, 2007.**

4. That the re-inspection revealed that the corrective action ordered by the Board has been taken in that the **pool has been secured.**

FURTHER AFFIANT SAYETH NOT.

DATED this **22nd** day of December **2008**

Deborah Leigh

Deborah Leigh, Senior Code Enforcement Officer

STATE OF **FLORIDA**)
COUNTY OF **SEMINOLE**)

The foregoing instrument was acknowledged before me this **22nd day of December 2008**, by **Deborah Leigh**, who is personally known to me and who did take an oath.

Pamela Taylor

Notary Public in and for the County
and State Aforementioned
My commission expires:

PAMELA TAYLOR
MY COMMISSION # DD 407930
EXPIRES: April 1, 2009
Bonded Thru Notary Public Underwriters

CMPLAFF.CEB

SEMINOLE COUNTY
CODE ENFORCEMENT BOARD
CASE NO. 07-81

REQUEST FOR REDUCTION OF PENALTY

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in both sides of this form completely. Be specific when writing your statement. Please return this form to the Clerk to the Code Enforcement Board. The REQUEST FOR REDUCTION OF PENALTY will then be presented to the Board of County Commissioners at their next regularly-scheduled hearing, or as soon thereafter as possible, and you will be notified in writing of the Board's decision within 10 days after the hearing. If you are claiming medical or financial hardship, attach supporting documentation (*i.e.*, a doctor's statement or proof of income). If you have any questions, please call the Clerk at (407) 665-7403.

Property Owner's Name: US Bank

Property Address: 1620 Ridge Ave
Longwood, FL 32750

Phone number(s) where you can be reached during the day: 954.452.1214 Holly Hokenstrom

Is the property now in compliance? **YES** ✓ **NO** _____
(If No, explain in detail) _____

Are you claiming a financial hardship? **YES** _____ **NO** _____

Are you claiming a medical hardship? **YES** _____ **NO** _____

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: Nicole R Pollock POA

Relationship: USBank PoA Asset Manager

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

I, Nicole Pollock, **do hereby submit this REQUEST FOR REDUCTION OF PENALTY to request a reduction in the total amount of penalty imposed and in support offer the following statement:**

this was a foreclosed property, and since the bank took possesion, we have had this property put back into Compliance.

Requesting fines, be waived since this property has been corrected of all violations since it has transfered back to the Banks possesion.

We had this property in Compliance July 27, 2008 & I am getting the invoice from Cyprexx Services to show this was completed.

Date: 12/22/2008

Signed: Nicole A Pollock

Print Name: Nicole Pollock

STATE OF FLORIDA
COUNTY OF ~~SEMINOLE~~ Broward

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, Nicole Pollock, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally known to me and has produced _____ as identification and did take an oath.

Date: 12/22/08

Holly Hokenstrom
Notary Public
My commission expires: 12/12/12

HOLLY HOKENSTROM
MY COMMISSION # DD 813876
EXPIRES: December 12, 2012
Bonded Thru Notary Public Underwriters

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

REO DIVISION
Jennifer Power

RESIDENTIAL REAL ESTATE, INC.

Independently Owned And Operated By
NRT Incorporated

Fax:

To: NANCY | From: Jennifer Power

Fax: | Pages:

Date: 12/19/08

RE: 23743651- 1620 RIDGE AVENUE

COMMENTS: CLOSE DATE: 1/15/09

SELLERS SIGNED CONTRACT. PLEASE MAKE SURE TITLE HAS A COPY AND THEY'VE ORDERED UPDATES TO TITLE AND LIEN SEARCH.

CLOSER: Sunbelt Title Agency, SUZANNE MICHAEL, 727-723-6002, Fax 727-723-6005

PLEASE EMAIL AN UPDATE ON CLOSING EACH WEEK.

I NEED TO KNOW WHEN APPRAISAL IS ORDERED AND COMPLETED ALONG WITH INSPECTIONS.

You should have utilities on already at initial assignment, unless deemed unsafe.

IMPORTANT: I need you to verify we are clear of any Liens and/OR CITY VIOLATIONS. ***Also make sure buyer gets HOA approval timely, if needed.***

THANKS

CHASE

CONTRACT COVER FORM

OF SHOWINGS: ____
PROPERTY ADDRESS:

1620 RIDGE AVENUE LONGWOOD, FLORIDA 32750

REO Number: _____

*****LOAN & TITLE TO BE TAKEN UNDER THE LEGAL NAME OF: *****

ALISON HOLMES

(Seller's title company will prepare deed based on above. Once seller has executed deed, any costs due to vesting changes requested by buyer/lender will be assumed by the buyer.)

BUYERS LENDER INFORMATION

COMPANY NAME: _____

CONTACT: _____

PHONE #: _____ **FAX #:** _____

CHECK HERE IF CASH: XXX

BUYERS ATTORNEY OR TITLE COMPANY

COMPANY NAME: _____

CONTACT: _____

PHONE #: _____ **FAX #:** _____

HOA INFORMATION

COMPANY NAME _____

CONTACT NAME _____

PHONE # _____ **FAX #** _____

LISTING BROKER COMPANY NAME: _____

ADDRESS: _____

AGENT NAME: _____

PHONE #: _____ **FAX #** _____

SELLING BROKER COMPANY NAME: Coldwell Banker Residential Real Estate

ADDRESS: 2160 W SR 434 Suite 100 Longwood, Florida 32779

AGENT NAME: Joe Russo, P.A.

PHONE #: 407-963-7393 **FAX #: 407-774-8117** **OFF#: 407-682-2600**

Seller Initials _____ **Buyer Initials** _____

"As Is" Contract for Sale and Purchase "As-Is"

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

COLDWELL BANKER® RESIDENTIAL REAL ESTATE

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

1* **PARTIES:** Chase ("Seller"),
2* and Alison Holmes ("Buyer"),
3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):
5 **I. DESCRIPTION:**
6* (a) Legal description of the Real Property located in Seminole County, Florida:
7* 20 20 30 502 0E00 0030 Leg Lot 3 blk E Hensons Acres PB 9 PG 99
8* (b) Street address, city, zip, of the Property: 1620 Ridge Avenuve, Longwood, Fl 32750
9 (c) Personal Property* includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s)
10 unless specifically excluded below.
11* Other items included are: All items on the property as seen
12*
13* Items of Personal Property (and leased items, if any) excluded are:
14*

15* **II. PURCHASE PRICE** (U.S. currency): $ 215,000.00
16 **PAYMENT:**
17* (a) Deposit held in escrow by SUNBELT TITLE ("Escrow Agent") in the amount of (checks subject to clearance) $ 10,000.00
18* Escrow Agent's address: 28750 US HWY 19 N SUITE 400 CLEARWATER, 32761 Phone: 727-723-6002
19* (b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date in the amount of .... $
20* (c) Financing in the amount of ("Loan Amount") see Paragraph IV below ..... $ n/a
21* (d) Other ..... $
22 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject
23* to adjustments or prorations ..... $ 205,000.00

24* **III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:**
25 a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or
26* before 12.22.08, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. **Unless otherwise**
27 **stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.**
28 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the
29 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for
30 acceptance of this offer or, if applicable, the final counteroffer.
31 **IV. FINANCING:**
32* ☒ (a) This is a cash transaction with no contingencies for financing;
33* ☐ (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase
34* the Property ("Loan Approval") within _____ days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY
35* ONE): ☐ a fixed; ☐ a adjustable; or ☐ a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to
36* exceed _____%, and for a term of _____ years. Buyer will make application within _____ days (if blank, then 5 days) after Effective Date.
37 **BUYER:** Buyer shall use reasonable diligence to: obtain Loan Approval; **notify Seller in writing of receipt of Loan Approval by Loan Approval**
38 **Date**; satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall not
39 be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and
40 lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney, real
41 estate licensee(s), and Closing Agent.
42 **SELLER:** If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by
43 delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall
44 notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.
45 **DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only):** If Buyer has used reasonable diligence but does not obtain Loan Approval
46 by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan
47 Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided how-
48 ever, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's
49 lender fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s)
50 shall be returned to Buyer.
51* ☐ (c) Assumption of existing mortgage (see rider for terms); or
52* ☐ (d) Purchase money note and mortgage to Seller (see "AS IS" Standards B and K and riders; addenda; or special clauses for terms).
53* **V. TITLE EVIDENCE:** At least _____ days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as
54 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:
55* **(CHECK ONLY ONE):** ☒ (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or
56* ☐ (2) Buyer at Buyer's expense.
57* **(CHECK HERE):** ☐ If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.
58* **VI. CLOSING DATE:** This transaction shall be closed and the closing documents delivered on 01.15.09 ("Closing"), unless
59 modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be
60 extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners'
61 Insurance. If such conditions continue more than _____ days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

Form generated by: TrueForms™ www.TrueForms.com 800-499-9812

AA

VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that ~~there exists at Closing no violation of the foregoing~~ and none prevent use of the Property for personal purpose(s).

VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to "AS IS" Standard F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

X. ASSIGNABILITY: (CHECK ONLY ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

XI. DISCLOSURES:

(a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not include a Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments, as of Closing, shall be paid as follows: ☒ **by Seller at closing** ☐ **by Buyer (if left blank, then Seller at Closing).** If the amount of any assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the last estimate or assessment for the improvement by the public body.

(b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

(c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(e) If the Real Property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

(f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

(g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE.**

(h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNER-SHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

XII. MAXIMUM REPAIR COSTS: DELETED

XIII. HOME WARRANTY: ☒ Seller ☐ Buyer ☐ N/A will pay for a home warranty plan issued by _____ at a cost not to exceed $ 649.00.

XIV. INSPECTION PERIOD AND RIGHT TO CANCEL: ***(a) Buyer shall have 4 days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections and this provision (b) shall survive termination of this Contract; and (c) if Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract by delivering facsimile or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under this Contract, except as provided in this Paragraph XIV. Unless Buyer exercises the right to cancel granted herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building, environmental, and safety codes, restrictions or requirements and shall be responsible for any and all repairs and improvements required by Buyer's lender.***

XV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to and made part of this Contract:

☐ CONDOMINIUM ☐ VA/FHA ☐ HOMEOWNERS' ASSN. ☐ LEAD-BASED PAINT ☐ COASTAL CONSTRUCTION CONTROL LINE
☐ INSULATION ☐ EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS) ☐ Other Comprehensive Rider Provisions ☐ Addenda

Special Clauses(s): Contingent on inspections to the satisfaction of the buyers at buyers discretion. If the property inspection does not meet buyers approval, escrow despoits will be returned in full to the byer without penaly to the buyer by seller of respective brokers. If property is deemed to be uninsurable buyer has right to cancel contract and receive all escrowed funds returned wihtout penalty from brokers or seller.

XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards): Buyer and Seller acknowledge receipt of a copy of "AS IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS "AS IS" FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR. Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK(*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

135*		12/1/08		
136*	(BUYER) Alison Holmes	(DATE)	(SELLER) Alison Holmes	(DATE)
137*				12/19/08
138*	(BUYER)	(DATE)	(SELLER)	(DATE)

139* Buyers' address for purposes of notice _____ Sellers' address for purposes of notice _____

140* _____ _____

141* _____ Phone _____ Phone

BROKERS: The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with this Contract:

144* Name: Coldwell Banker Joe Russo, P.A. 407-963-7393

Cooperating Brokers, if any **Listing Broker**

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following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this "AS IS" Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

W. SELLER DISCLOSURE: (1) There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer; ***(2) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property; (3) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; (4) Seller has no knowledge of any repairs or improvements made to the Property without compliance with governmental regulation which have not been disclosed to Buyer.***

X. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and that the Property has been maintained as required by this "AS IS" Standard. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.

Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

Z. BUYER WAIVER OF CLAIMS: ***Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved in the negotiation of the Contract, for any defects or other damage that may exist at Closing of the Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.***

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"AS-IS" STANDARD FOR REAL ESTATE TRANSACTIONS

A. TITLE INSURANCE: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this "AS IS" Standard.

B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

D. WOOD DESTROYING ORGANISMS: DELETED

E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph VII hereof and title to the Real Property is insurable in accordance with "AS IS" Standard A without exception for lack of legal right of access.

F. LEASES: Seller shall at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

G. LIENS: Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

H. PLACE OF CLOSING: Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

I. TIME: Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, mortgagee title insurance commitment with related fees, and recording of purchase money mortgage, deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

L. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

M. (RESERVED - Purposely left blank)

N. INSPECTION AND REPAIR: DELETED

O. RISK OF LOSS: If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract, and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s) thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be the cost of pruning or removal.

P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this "AS IS" Standard shall be waived. Unless waived as set forth above the

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Mold Inspection Addendum to Contract

FLORIDA ASSOCIATION OF REALTORS®

COLDWELL BANKER RESIDENTIAL REAL ESTATE

The following provisions are made a part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract between Chase (Seller) and Alison Holmes (Buyer) concerning the Property located at 1820 Ridge Avenuve, Longwood, Fl 32750.

1. Buyer, at Buyer's expense, may have a qualified professional conduct an inspection of the Property for mold within 5 days from the Effective Date ("Mold Inspection Period").
2. Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections. This provision shall survive termination of the Contract.
3. In the event the mold inspection reveals a significant presence of mold in the Property, which requires professionals to remove the mold, at a cost which exceeds $ 100.00, Buyer may cancel the Contract by delivering written notice of such election no later than 48 hours after expiration of the Mold Inspection Period. If Buyer timely cancels the Contract, the deposits paid shall be immediately returned to Buyer and Buyer and Seller shall be released from further obligations under the Contract, except as provided in subparagraph 2 above.
4. If Buyer fails to conduct the inspection permitted in this Paragraph or having conducting such inspections, fails to timely notify the Seller of Buyer's intent to cancel this Contract or if the mold inspection does not reveal significant presence of mold in the Property which requires professional remediation to remove the mold, at a cost which exceeds the sum specified in Paragraph 3 above, Buyers may not terminate this Contract pursuant to this Addendum.

Seller: _____ (signature) / Alison Holmes (print) Date: 2/19/08

Seller: _____ (signature) / _____ (print) Date: _____

Buyer: _____ (signature) / Alison Holmes (print) Date: 2/1/08

Buyer: _____ (signature) / _____ (print) Date: _____

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America

Cashier's Check

No. 6536596

Date DECEMBER 17, 2008

PAY TO THE ORDER OF

0001007 00005 006536596

ALISON ROLLES
Remitter (Purchased By)

$ **10000.00**

TEN THOUSAND DOLLARS AND 00 CENTS**

ALISON ROLLES

Authorized Signature

N.A.

VOID AFTER 90 DAYS

⑈6536596⑈ ⑆114000019⑆ 0016410020 54⑈

THIS DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK

The Royal Bank of Scotland

Royalties Gold Account No. [redacted]

Date	Description	Withdrawn	Paid In	Balance
22-Sep-2008	C/L CASHLINE 20SEP	£20.00		£132,570.19
19-Sep-2008	POS 8902 18SEP08 1223 EYEMOUTH FILL ST EYEMOUTH	£12.49		£132,590.19
18-Sep-2008	001838	£8.00		£132,602.68
18-Sep-2008	000178 832030		£80,000.00	£132,610.68
17-Sep-2008	001837	£10.98		£52,610.68
17-Sep-2008	C/L CASHLINE 17SEP	£80.00		£52,621.66
17-Sep-2008	INT 16SEP NET 00215004		£5.18	£52,681.66
16-Sep-2008	STATEMENT PRODUCED			
15-Sep-2008	D/D HYDRO-ELECTRIC	£16.00		£52,676.48
15-Sep-2008	D/D BRITISH RED CROSS	£5.00		£52,692.48
15-Sep-2008	D/D BT GROUP PLC	£35.00		£52,697.48
15-Sep-2008	S/O CHILDLINE FP 15/09/08 30 5402160188387700OR	£5.00		£52,732.48
15-Sep-2008	S/O CANCER REASERCH	£5.00		£52,737.48
12-Sep-2008	BAC KM138532A DWP SP		£372.52	£52,742.48

$139,463
75 100
75,188
80,000
$339,751

PoP

Items with today's date have still to be confirmed and are included for information purposes only.

This service is available, 24 hours a day, 7 days a week through Direct Banking. To join call 08457 222 345.

Account Transaction Details

At 18 December 2008 12:31 pm

RBS The Royal Bank of Scotland

Instant Access Savings Account No. 0019

Date	Description	Withdrawn	Paid In	Balance
24-Nov-2008	STATEMENT PRODUCED			
21-Nov-2008	SBT FUNDS TRANSFER FROM A/C 00215004		£50,000.00	£50,000.00

= £75,100

INDEX 02 ACCOUNT 00198312 QUALIFIER BRANCH 832030
MORE...

STATEMENT DETAILS TRUNCOR 12:38

832030 00198312 MACKENZIE, DR
Registered in Scotland No SC012 Registered Office: 36 St. Andrew Square, Edinburgh EH2 2YB

STATEMENT DATE QUARTERLY NEXT 24FEB09

ADDRESS MRS LAURIE M MACKENZIE
4 HALLYDOWN COTTAGES
EYEMOUTH
BERWICKSHIRE
TD14 5PX

POSTAL CLASS -

INSTANT ACCESS SAVINGS

Items with today's date have still to be confirmed and are included for information purposes only.

This service is available, 24 hours a day, 7 days a week through Direct Banking. To join call 08457 222 345.

HEADING MRS LAURIE - INSTANT ACCESS SAVINGS

BANK OF SCOTLAND

RECEIPT

DATE 09.12.2008

WE ACKNOWLEDGE THE RECEIPT OF

INTERNAL	50,059.18
TOTAL	50,059.18

CREDITED TO

ROLL NUMBER 2/65767067- 8

THANK YOU

REF 4669/00/RT/111

= 75,188

SIGNATURE [redacted]

Bank of Scotland plc. Registered in Scotland number SC327000.
Registered Office: The Mound, Edinburgh EH1 1YH

1/10302-2 (04/07) BLG

FAX MESSAGE

BORDERS AREA OFFICE: 48 Bank Street, Galashiels TD1 1EP
Tel: 01896 753682 Fax: 01896 750111 Legal Post: LP-11 Galashiels
Tel: 01896 753682 Fax: 01896 750111

TO: JOE RUSSO

FROM: JAN – SCOTTISH BUILDING SOCIETY DATE: 18.12.08

NO OF PAGES: (including this one) 1

This message is confidential and may contain privileged information intended only for the addressee. It must not be copied or delivered or its contents disclosed to anyone other than the addressee. If you have received this fax in error, please notify the sender immediately by telephoning 01896 753682.

Mrs L Macaskill - 4704704552

The Society confirms that the balance on the above investors account is £33304.16.

33,304 X 1.502 – $50000

IF YOU HAVE ANY PROBLEMS RECEIVING THIS FAX PLEASE CONTACT 01896 753682

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

Chase Home Finance Counterproposal to Purchase and Sale Agreement

SECTION I

RE: This counterproposal amends the proposed Contract dated __ between Chase Home Finance, (Seller) and ALISON HOLMES, (Buyer), relating to the sale and purchase of the following described real estate in the County of SEMINOLE, FLORIDA:

Known as 1620 RIDGE AVENUE, LONGWOOD. (Property)

The Buyer accepts the counterproposal which amends the proposed Contract as follows:

- **PRICE:** The total Purchase Price shall be $215000. The Earnest Money of $10000 is due upon acceptance and is to be held by the Seller's/buyer's Title Company or Seller's/buyer's Attorney.

- **SELLER CONCESSIONS:**

Closing Costs (not to exceed):	$$0.00
Repair credit/allowance:	$$0.00
Negotiated Treatment and/or repairs:	$$0.00
Lender Required Repairs:	$$0.00
Homeowners Warranty Amount:	$$0.00
Other:	$$0.00
Other:	$$0.00

Commission is paid on gross sales price
If Seller has agreed to any costs on behalf of the Buyer, these costs will be reimbursed at the time of closing. In the event closing does not occur, Buyer will be responsible for any costs he or she has incurred resulting from this Contract. Agreed upon closing costs paid by Seller will be reimbursed at the time of closing based on actual closing costs (not a lump sum credit).

- **CLOSING:** The closing shall be on or before 1/15/09. (the "Closing Date") The Seller's Closing Agent will be SUNBELT TITLE, SUZANNE MICHAEL, 727-723-6002.

TIME IS OF THE ESSENCE IN THIS CONTRACT.

IN THE EVENT ANY PROVISIONS OF THIS COUNTERPROPOSAL CONFLICT IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT FOR SALE TO WHICH IT IS ATTACHED, OR ANY ADDENDA TO THE CONTRACT, THE PROVISIONS OF THIS COUNTERPROPOSAL WILL PREVAIL UNLESS SUCH PROVISIONS ARE CONTRARY TO ANY LAWS OR OTHER APPLICABLE LEGAL PROHIBITIONS, IN WHICH CASE THE CONTRACT SHALL GOVERN ONLY TO THE LIMITED EXTENT NECESSARY FOR COMPLIANCE WITH SAME.

Buyer's Initials AH

The terms and conditions of this Contract are further countered and/or modified to include the following:

1. Special Warranty Deed. The Seller shall furnish to Buyer at closing, either a **Special Warranty Deed**, a **Quitclaim Deed** or its local equivalent. **Buyer intends to hold title in the name of:**

Buyer's Initials AH

2. Consideration of Offers. Buyer acknowledges that Seller may have received offers prior to or may receive offers after receipt of this offer. Buyer acknowledges that the Seller may consider all offers to purchase, regardless of the date of receipt and that Seller may accept or reject any offer in its sole discretion. Seller's acceptance of this offer is evidenced solely by Seller's signature herein and no prior oral discussions or representations if any by Seller or its agents, shall be binding against Seller unless set forth in this Counterproposal

3. Special Conditions. Buyer acknowledges that Seller obtained the Property by foreclosure or a deed in lieu of foreclosure. The Contract may be subject to the following: (1) approval by the private mortgage insurer, (2) repurchase of the Property by the prior mortgage servicer or insurer, or (3) the ability of the Seller to clear title as required by the Contract. In the event that any of these conditions apply, the Seller shall notify the Buyer that the sale is canceled and the Seller shall promptly refund the Buyer's earnest money. This shall be the Buyer's sole and exclusive remedy and Seller shall have no further obligations to the Buyer whatsoever.
The property is subject to a one (1) year Right Of Redemption starting from the foreclosure sale date of if the subject property is located in the State Of Alabama.

Buyer's Initials AH Seller's Initials

Neither Seller nor any person acting as Seller's representative or agent has occupied the Property and neither warrants or represents that the Property or any alterations or additions which may have been made to the Property conform to local building codes, zoning requirements or any other applicable laws, rules or regulations.

Buyer hereby acknowledges that Seller shall not be providing Buyer with a Real Estate Transfer Disclosure Statement and/or a Certificate of Occupancy with respect to the Property. Buyer hereby waives any requirement that Seller furnish Buyer with any such disclosure statement and/or a Certificate of Occupancy and hereby releases Seller and its representatives or agents from any and all liability resulting from the non-delivery of such disclosure statement and/or Certificate of Occupancy.

Buyer's Initials _____

Mold, mildew spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Buyer acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Buyer agrees to purchase the Property "AS-IS," subject to the Property conditions that exist as of the Closing Date. Buyer accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. Buyer is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Buyer has not in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property.

Buyer's Initials _____

4. **Personal Property.** Items of personal property are not included in this sale. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Buyer agrees that Seller shall have no liability for any claim or losses Buyer or Buyer's successors and/or assigns may incur as a result of any condition or defect which may now or hereafter exist with respect to the Property. **There will be no Bill of Sale provided at Closing with the exception of the Mobile Home title.**

Buyer's Initials _____

5. **Occupied Property.** In the event the Property is occupied by tenant(s), Seller makes no representations regarding (i) the existence of a written lease agreement, (ii) the term of such tenancy, (iii) whether or not the tenants are current with their rent payments, (iv) the amount of rent that should be paid, or (v) compliance with rent control or registration laws or any other applicable federal, state and/or local law. In addition the Seller does not hold any security deposits for any tenant(s) and will not transfer any security deposits to the Buyer. After closing of the purchase and sale of the subject Property, it shall be the Buyer's sole responsibility for the return of security deposits and any interest upon demand of any tenant(s).

6. **As Is Condition.** **Buyer accepts the Property in "AS IS" condition at the time of closing, including any hidden defects known or unknown. Buyer understands, acknowledges and agrees that neither Seller nor any person acting as Seller's representative and/or agent is making any warranties or representations, either express or implied, as to the condition of the Property. The Property is being conveyed to Buyer(s) in its "AS IS, WHERE IS" condition. It is the right and responsibility of the Buyer to inspect the Property and Purchaser must satisfy himself/herself as to the condition of the Property. Buyer hereby releases and agrees to hold harmless Seller and Seller's agents from any and all claims or liability with respect to the condition of the Property. Buyer acknowledges that any costs associated with treatment for wood-boring insects (termites, bees, etc), or to repair existing wood-boring insect damage, is to be at the expense of the buyer.**

Seller, most specifically, make no warranty or representation to whether the utilities serving the Property are public or private.

Buyer's Initials _____

7. **Buyer's Right to Inspect:** Buyer acknowledges its opportunity to inspect and investigate the Property and all improvements thereon, either independently or through agents of Buyer's selection. Buyer agrees that these inspections shall be made at Buyer's own expense and all such inspections shall be completed within seven (7) days from the execution of this Counterproposal by the Seller. Buyer shall rely solely on Buyer's inspection and review to evaluate the condition of the Property. Buyer further acknowledges and agrees that he/she is not relying on any statements or representations made by Seller or Seller's agents (including but not limited to information disclosed on the MLS) as to the condition of the Property and/or to any improvements thereon, including, but not limited to, heating, sewage, roof, foundations, soils, septic, lot size or suitability of the Property and/or its improvements for particular purposes or that any appliances, if any, plumbing and/or utilities are in working order, and/or that the improvements are structurally sound and/or in compliance with any local, city, county, state and/or federal statutes, codes or ordinances. Buyer acknowledges that it is Buyer's responsibility to obtain inspection reports as to the condition of the Property and/or to any improvements thereon, by qualified professionals on the appliances, structural components, heating / air conditioning, sewage, roof, foundations, soils, septic systems, plumbing, suitability for use of the Property, utilities and to determine the presence of any toxic or hazardous substances on the Property, including, but not limited to, radon, asbestos, lead paint, mold or any other factors that would render the Property

uninhabitable or dangerous to the health of the occupants, or otherwise not in compliance with any law or regulation, or any other factors regarding the Property about which Buyer may be concerned. If Buyer fails to inspect the Property, such failure shall not alter or impair the understanding and agreement between the Seller and Buyer as set forth in the Contract. No inspections may be made by any building or zoning inspector or government employee without the prior consent of Seller.

Buyer agrees to indemnify Seller and fully protect, defend and hold Seller, its affiliates, parent, tenants, agents, employees and contractors, harmless from and against any and all claims, costs liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Seller or any damage to the Property or to any adjoining property, or any injury to Buyer or any other persons that may result or arise out of inspections made by Buyer or its agents, contractors, employees and/or contractors prior to closing.

8. **Risk of Loss:** Seller shall maintain the Property until transfer of title in materially the same condition as of the date of the acceptance of this Counterproposal, except for ordinary wear and tear. If prior to closing, the Property is damaged, the Seller may make repairs to restore it to the same condition as of the date of acceptance of this Counterproposal. If the Seller elects to not repair the Property, the Buyer may accept the Property in its damaged condition, re-negotiate the Contract or declare the contract null & void upon which the earnest money deposit will be returned to the Buyer which shall be Buyer's sole and only remedy. **Under no condition will Seller's insurance proceeds, if any, be assigned to the Buyer.**

Upon closing, Seller shall be relieved of all responsibility and liability for maintaining hazard, flood, or title insurance on the Property. All hazard, flood and title insurance policies shall be terminated by Seller immediately upon Closing. Buyer will be responsible for obtaining the required hazard, flood and mortgagee title insurance if lender so requires prior to closing.

9. **Subject to:** **(Initial applicable sections; non-applicable sections should be marked "N/A")**

_____ AA A. **CASH**: The Contract for Sale, to which the Counter Proposal is attached, is a cash transaction. Verification of funds required to close shall be provided to Seller with the Buyer Executed copy of this Counter Proposal. Buyer, herewith, acknowledges and agrees that five (5) days from the inspection deadline, the earnest money shall become non-refundable. If this sale fails to close on the Closing Date, herein, due to the Buyer's fail to provide cash at the Closing, or for any other related reasons including but not limited to a change from cash to financing, both the Buyer and Seller agree that all earnest monies shall be immediately released to the Seller as liquidated damages.

Execution of this document, will serve as a written release, and the only release necessary, for the escrow company or closing agent to immediately release this earnest money to the Seller.

_____ _____ B The Buyer may obtain financing from the lender of Buyer's choice. Within seventy-two (72) hours of execution of this Counter Proposal, Buyer agrees either to apply for financing or to provide evidence to the Seller that a lender has pre-approved Buyer for financing. Proof of lender's unconditional commitment to lend must be provided to Seller with __14__ days of execution of this Counter Proposal. Buyer shall pay for any and all costs associated with the loan application process, including but not limited to Application fee, appraisal and credit report, unless Buyer's payment of such a cost is restricted due to financing insured by a governmental agency.

10. **Survey and Other Costs:** If a survey is required to close, it will be the sole responsibility of Buyer to obtain a survey acceptable to the Title Company and the lender within the stated closing period herein and will be at the Buyer's expense. In the event the Seller is obligated to give extended coverage, which is normal and customary, Seller will not be required to do so if the title company requires a survey and a survey has not been obtained by the Buyer at Buyer's sole cost which is acceptable to the title company. Additionally, if Buyer elects to have attorney representation at closing, it will be at the expense of the Buyer.

11. **Settlement/Closing.** The settlement/closing shall be held in the offices of the Seller's attorney or agent or at a place designated and approved by the Seller. **Closing shall occur on or before the 1/15/09 and the Purchaser shall make every effort to meet this deadline. Should the closing extend beyond this date, through no fault of the Seller, Seller shall be entitled to a $100 Per Diem fee for each day of such. Said extension must be in writing and pre-approved by the Seller. Notwithstanding the foregoing, it is understood and agreed that Seller shall retain the right to cancel the Contract and pursue the remedies contained herein if the Buyer fails to meet the stated deadline.** The sale may not close in escrow without the prior written consent of the Seller.

12. **Negative Sale Proceeds:** It is agreed by Buyer and Seller that if unforeseen judgments, liens or assessments result in negative sales proceeds to the Seller, the Seller reserves the right to cancel the Contract and return any deposit monies to the Buyer.

13. **Prorations at Closing:** All prorations, including but not limited to, taxes, HOA dues & assessments, utilities, including but not limited to, gas, electric, water and sewer charges, shall be to date of closing. Any pre-payments made by the seller, covering any period of time past the date of closing, for taxes, HOA dues & assessments, utilities, including but not limited to, gas, electric, water and sewer charges will be refunded to the seller by the buyer at closing.

Tax prorations shall be based on 100% of the last available tax bill or upon the Tax Assessor's latest valuation and the current tax rate. Any special assessments which are now a lien on the Property and payable in installments shall be prorated to date of closing and shall be assumed and paid by the Buyer from that date forward. All pre-payments made by the seller covering any period of time past the date of closing will be refunded to the seller by the buyer at closing. In no instance shall the Seller be responsible for the payment of any assessment pending but not levied as of the date of closing.

HOA prorations shall be to date of closing and based on the assessment rate at time of closing. Any special assessments levied and payable in installments shall be prorated to date of closing and shall be assumed and paid by Buyer from that date forward. In no instance shall the Seller be responsible for the payment of any assessment pending but not levied as of the date of closing.

THE SELLER WILL NOT BE RESPONSIBLE FOR ANY ADJUSTMENT OF SETTLEMENT CHARGES, INCLUDING BUT NOT LIMITED TO, TAXES OR HOA FEES AFTER CLOSING.

14. **Lender-Required Repairs.** Should any lender, insuring entity or agency require that certain repairs be made to the Property or that certain other conditions be met, the Seller at its sole option, may comply with such requirements or terminate the Contract. Further, should any FHA Conditional Commitment or VA Certificate of Reasonable Value vary from the agreed upon purchase price of the Property, then Seller, at its sole option, may terminate the Contract. Seller's responsibility for any repairs required by Buyer as a result of inspection by Buyer, a lender or required as a condition set forth in a FHA/VA commitment shall not exceed $_____ (the "Repair Limit Amount"), inclusive of termite repairs. If the cost for any such repairs exceeds the Repair Limit Amount then either (i) Buyer shall be responsible at its sole cost and expense for any amounts exceeding the Repair Limit Amount and the Contract shall remain in full force and effect without any abatement in the purchase price or, (ii) Seller shall have the right to terminate the Contract and return all earnest monies paid by Buyer to Buyer with no further obligation by Seller.

Buyer's Initials _____

15. **Condition and Conveyance of Title:** Seller agrees to deliver insurable title and agrees to pay for the Buyer's policy of title insurance from the Title Insurance Company of Seller's choice as listed below. However, the Buyer may choose to purchase title insurance from a different title company at their own expense. Seller will not be responsible for any "Gap" title insurance coverage and will not under any event provide an Affidavit of Title or other similar documents in which Seller is requested to make representations or warranties with respect to title.

Seller's title insurance provider:

First American Title Insurance Company

If the Seller is unable to give insurable title or to make conveyance, or to deliver possession of the Property, all as herein stipulated, or if at the time of the delivery of the deed the Property does not conform with the provisions hereof, then the Seller shall bear any nominal expense and use reasonable efforts to remove any defects in title, or to deliver possession as provided herein. Seller is under no obligation to use extraordinary measures or to bring any actions or proceedings in order to convey title in accordance with this agreement. If this cannot be accomplished by ten (10) days after the scheduled Closing Date in the Contract, the Contract shall terminate and Buyer shall receive a refund of the earnest money deposit made hereunder as Buyer's sole and absolute remedy, or Buyer may, by written notice on or before the Closing Date under the Contract, waive any objections to Seller's inability to convey or deliver.

For purposes of this paragraph Seller shall be deemed to be able to convey clear title to Buyer if a reputable title insurance company will underwrite a title insurance policy insuring that title will vest in the Buyer at closing.

_____ **Seller** _____ **Buyer** **to provide title insurance**

Buyers title insurance provider:

_____ Phone:_____ Fax_____

In the event Buyer chooses to obtain their own fee policy and or title exam, they shall order the same within three (3) days of Seller's execution of this Counterproposal or all objections to title shall be waived.

Buyer's Initials _____

16. **Occupancy of the Property.** **Under no circumstances is the Buyer to be granted, or assume possession of the Property prior to the seller receiving the full sales proceeds due the seller, as indicated on the HUD-1 settlement statement signed by the seller.** Violation of this prohibition by the listing agent, buyer's agent, or buyer, will result in legal remedy. In the event Buyer causes the Property to be altered, occupies the Property, or permits any other person to occupy the Property prior to the seller receiving the full sales proceeds, then Buyer shall be in default of the Contract of Sale and Buyer's earnest money deposit and rights to any improvements to the Property shall be forfeited to the Seller. In addition, any access to the Property prior to closing is prohibited unless accompanied by the Seller or Seller's Agent, unless otherwise agreed to in writing.

17. **Taxes.**

A. **Seller's Right to Contest Taxes.** Seller shall have the unrestricted right to contest the amount of or obligation to pay any ad valorem real or personal property taxes, real or personal property assessments or dues of any condominium, planned unit development or similar community or other homeowners' association, (collectively, "Taxes") for any calendar year, fiscal year or other accounting period for which Taxes are assessed or levied (a "Tax Period") that includes the date of the close of the escrow on the Property (the "Closing Tax Period") or that precedes the date of the close of escrow on the Property (the "Closing"). Seller may contest Taxes by any judicial, administrative, or other process that Seller chooses. If requested by Seller, Buyer shall join in any proceeding to contest Taxes to the extent necessary to permit Seller to exercise its rights under this Agreement. Seller shall have no duty to contest Taxes, and may dismiss, settle, or otherwise resolve any matter relating to contested Taxes on whatever terms Seller chooses.

Buyer's Initials _____ Seller's Initials _____

B. **Entitlement to Refund.** Any refund of contested Taxes for the Closing Tax Period or any prior Tax Period shall be paid to Seller, and Purchaser hereby irrevocably assigns to Seller any right, title or interest it may have in any refund of contested Taxes for all such Tax Periods. If requested by Seller, Buyer shall execute whatever endorsements or other documents may be necessary to accomplish the refund of such contested Taxes to Seller. Notwithstanding anything in this Addendum or the Contract to the contrary, however, Seller shall not be entitled to any refund of Taxes that are attributable solely to any change in land usage or ownership of the Property occurring at or after Closing, all of which shall be paid by Buyer.

18. **Default.** **In the event Buyer defaults in the performance of this Contract, it is expressly agreed that the entire earnest money deposit shall be paid to Seller as liquidated damages for, among other things, the additional cost of carrying the Property and lost marketing time which the parties acknowledge and agree are difficult to calculate.** The parties further specifically acknowledge and agree that said liquidated damages shall not be construed or deemed to constitute a penalty and the right given to the Seller to retain said earnest money shall not constitute Seller's sole and exclusive remedy. For purposes of this paragraph, if the Contract entered into between Buyer and Seller states that the Buyer will be purchasing the subject Property as an all cash transaction (i.e. Buyer will not be obtaining third party financing), it is expressly understood that Seller will be materially relying on said representation. As such, if the Buyer subsequently elects to purchase the Property via third party financing rather than cash as previously agreed, then Buyer's failure to close a cash transaction shall constitute a default by Buyer thereby entitling Seller to the liquidated damages referenced above. **In the event of default by Seller, Buyer shall be entitled to a return of the earnest money deposit as the Buyer's sole and exclusive remedy.**

Buyer's Initials AA

19. **Installation of New Locks and Transfer of Utilities.** Buyer shall be responsible for the installation of new locks and transferring of all Utilities on the Property immediately after the closing, and Buyer shall hold Seller and Seller's representative and agents harmless from and indemnify Seller and Seller's representatives and agents against any and all damages, claims, liens, losses liabilities, costs, injuries, attorney fees and expenses of every kind and nature that may be made against Seller and Seller's representative and agents as a result of Buyer's failure to install new locks or transfer all Utilities on the Property.

20. **Assignability.** Buyer may not assign or transfer this Contract. Any such attempted assignment shall be void and without effect.

22. **Performance.** **The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of this Contract in its entirety.**

Buyer's Initials AA

23. **Real Estate Broker Commissions.** The total commission payable by Seller pursuant to this sale shall be based upon the terms of the Listing Agreement. The closing agent is authorized and directed to pay said commission from the sale proceeds at closing as per the terms of the Commission Breakdown Form to be provided by Seller. No real estate broker commissions shall be paid unless the closing of the purchase and sale of the Property is consummated and title to the Property passes to Purchaser. The commission will be paid on the gross sales price on offers that includes Seller concessions.

24. Additional Provisions:
The undersigned approve and accept this Counter Proposal and acknowledge and agree that this Counter Proposal is a legally binding agreement and is made part of the aforementioned Contract in like manner as if it were directly set forth therein.

25. All other terms and conditions of the proposed Contract shall remain the same.

This counterproposal shall expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party to this document received notice of such acceptance on or before 12/18/08.

If accepted, the proposed Contract, as amended hereby, shall become a Contract between Seller and Buyer

A Thomas
BUYER
Date: 12/17/08

SELLER
Date: 12/19/08

BUYER
Date:

Buyer's Initials _____ Seller's Initials _____

SECTION II TO COUNTERPROPOSAL

LEAD –BASED PAINT DISCLOSURE

Lead Warning Statement

Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also presents a risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure to Buyer

Seller acknowledges that Seller has been informed of Seller's obligation. Seller is aware that Federal laws require Seller to permit Buyer a 10 calendar day period to conduct risk assessment or inspection for the presence of lead-based paint hazards before becoming obligated under a contract to purchase target housing (unless mutually agreed otherwise in writing). That opportunity will be provided within the 10-calendar day period immediately following final Seller's signature, herein. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.

____ A. Presence of lead-based paint and/or lead-based paint hazards (check one box below):

[X] Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
[ ] Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain)
N/A

____ B. Records and reports available to Seller (check one box below):

[X] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
[ ] Seller has provided Buyer will all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
N/A

Buyer's Acknowledgment

____ C. Buyer has read the Lead Warning Statement above and understands its contents.
____ D. Buyer has received copies of all information, including any records and reports listed by Seller above.
____ E. Buyer has received the pamphlet "Protect Your Family From Lead in Your Home.
____ F. Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
____ G. Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):

[ ] Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of the Contract to Buy and Sell Real Estate, or
[ ] Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statement I have made are accurate to the best of my knowledge.

SELLER _____ Date 12/19/08

BUYER _____ Date 12/17/08

Seller's (Listing) Agent _____ Date

Buyer's (Selling) Agent _____ Date 12.17.08

Buyer's Initials _____ Seller's Initials _____

The Royal Bank of Scotland

Eyemouth Branch
Market Place
Eyemouth
Berwickshire TD14 5HE
Telephone: 01890 750369
Facsimile: 01890 751652
www.rbs.co.uk
Sort code: 83-28-30

Date: 18-12-08

To: Jo Russo

Fax N: 001 407 774 8117

Phone:

From: RBS, Eyemouth

No of pages (including header): 2

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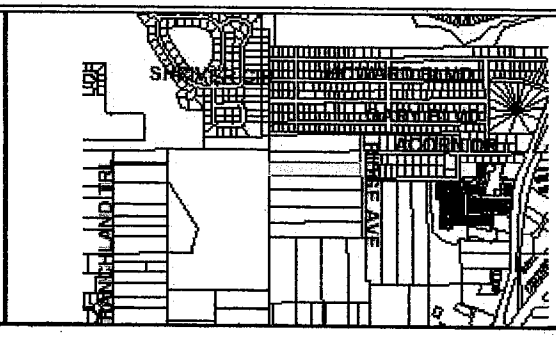
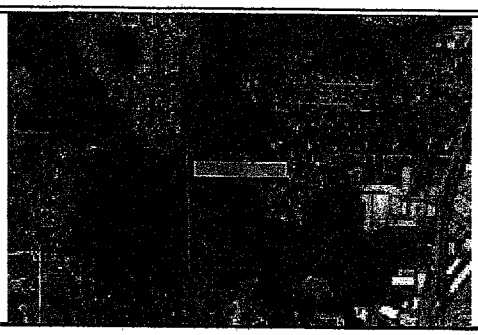
The Royal Bank of Scotland plc
Registered in Scotland No 90312
Registered Office: 36 St Andrew Square
Edinburgh EH2 2YB

PARCEL DETAIL

DAVID JOHNSON, CFA, ASA
PROPERTY APPRAISER
SEMINOLE COUNTY, FL
1101 E. FIRST ST
SANFORD, FL 32771-1468
407-665-7506





GENERAL

Parcel Id: 20-20-30-502-0E00-0030
Owner: U S BANK NATIONAL ASSN
Mailing Address: 10790 RANCHO BERNARDO RD
City,State,ZipCode: SAN DIEGO CA 92127
Property Address: 1620 RIDGE AVE LONGWOOD 32750
Subdivision Name: HENSONS ACRES
Tax District: 01-COUNTY-TX DIST 1
Exemptions:
Dor: 01-SINGLE FAMILY

VALUE SUMMARY

VALUES	2009 Working	2008 Certified
Value Method	Cost/Market	Cost/Market
Number of Buildings	1	1
Depreciated Bldg Value	$167,586	$184,457
Depreciated EXFT Value	$8,529	$8,529
Land Value (Market)	$208,637	$208,637
Land Value Ag	$0	$0
Just/Market Value	$384,752	$401,623
Portablity Adj	$0	$0
Save Our Homes Adj	$0	$0
Assessed Value (SOH)	$384,752	$401,623

Tax Estimator

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
CERTIFICATE OF TITLE	06/2008	07010	1724	$100	Improved	No
WARRANTY DEED	07/2006	06366	1477	$635,000	Improved	Yes
QUIT CLAIM DEED	01/2006	06129	0275	$299,200	Improved	No
CERTIFICATE OF TITLE	12/2004	05532	1709	$187,600	Improved	No
WARRANTY DEED	03/1999	03611	1067	$115,000	Improved	Yes
TRUSTEE DEED	12/1989	02137	0035	$100	Improved	No
WARRANTY DEED	09/1987	01888	1237	$148,000	Improved	Yes
WARRANTY DEED	12/1985	01696	0053	$55,000	Improved	No
WARRANTY DEED	01/1985	01608	1566	$50,000	Improved	No
CERTIFICATE OF TITLE	12/1983	01514	1418	$38,100	Improved	No

Find Comparable Sales within this Subdivision

2008 VALUE SUMMARY

2008 Tax Bill Amount: $6,048

2008 Certified Taxable Value and Taxes

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
ACREAGE	0	0	2.980	70,000.00	$208,600
ACREAGE	0	0	1.840	20.00	$37

LEGAL DESCRIPTION

PLATS: Pick...

LEG LOT 3 BLK E HENSONS ACRES PB 9 PG 99

BUILDING INFORMATION

	Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New
Building Sketch	1	SINGLE FAMILY	1957	6	2,202	3,656	2,244	CB/WD/SDNG COMBO	$167,586	$217,644

Appendage / Sqft	SCREEN PORCH UNFINISHED / 250
Appendage / Sqft	OPEN PORCH FINISHED / 18
Appendage / Sqft	BASE / 42
Appendage / Sqft	DETACHED GARAGE UNFINISHED / 720
Appendage / Sqft	DETACHED UTILITY FINISHED / 424

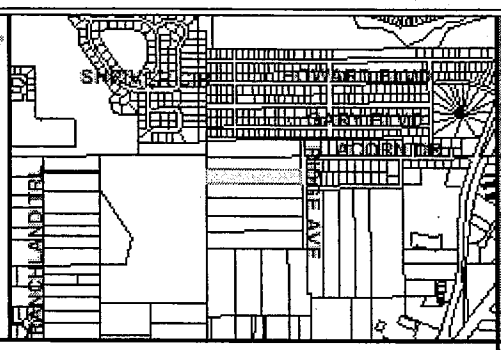
NOTE: *Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished,Base Semi Finshed*

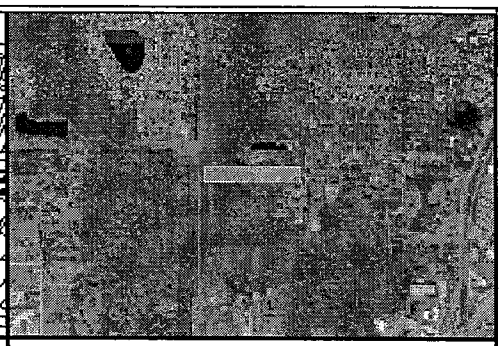
Permits

EXTRA FEATURE

PARCEL DETAIL

DAVID JOHNSON, CFA, ASA
PROPERTY APPRAISER
SEMINOLE COUNTY FL
1101 E. FIRST ST
SANFORD, FL 32771-1468
407-665-7506





GENERAL

Parcel Id:	20-20-30-502-0E00-0030
Owner:	DUDLEY STACY
Mailing Address:	2399 WEXFORD DR
City,State,ZipCode:	ATLANTA GA 30349
Property Address:	1620 RIDGE AVE LONGWOOD 32750
Subdivision Name:	HENSONS ACRES
Tax District:	01-COUNTY-TX DIST 1
Exemptions:	
Dor:	01-SINGLE FAMILY

2007 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$196,303
Depreciated EXFT Value:	$8,529
Land Value (Market):	$208,637
Land Value Ag:	$0
Just/Market Value:	$413,469
Assessed Value (SOH):	$413,469
Exempt Value:	$0
Taxable Value:	$413,469

Tax Estimator

Tax Reform Analysis

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
WARRANTY DEED	07/2006	06366	1477	$635,000	Improved	Yes
QUIT CLAIM DEED	01/2006	06129	0275	$299,200	Improved	No
CERTIFICATE OF TITLE	12/2004	05532	1709	$187,600	Improved	No
WARRANTY DEED	03/1999	03611	1067	$115,000	Improved	Yes
TRUSTEE DEED	12/1989	02137	0035	$100	Improved	No
WARRANTY DEED	09/1987	01888	1237	$148,000	Improved	Yes
WARRANTY DEED	12/1985	01696	0053	$55,000	Improved	No
WARRANTY DEED	01/1985	01608	1566	$50,000	Improved	No
CERTIFICATE OF TITLE	12/1983	01514	1418	$38,100	Improved	No

Find Comparable Sales within this Subdivision

2006 VALUE SUMMARY

2006 Tax Bill Amount:	$5,700
2006 Taxable Value:	$353,684

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
ACREAGE	0	0	2.980	70,000.00	$208,600
ACREAGE	0	0	1.840	20.00	$37

LEGAL DESCRIPTION

PLATS: Pick...

LEG LOT 3 BLK E HENSONS ACRES PB 9 PG 99

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1957	6	2,202	3,656	2,244	CB/WD/SDNG COMBO	$196,303	$248,485

Appendage / Sqft	SCREEN PORCH UNFINISHED / 250
Appendage / Sqft	OPEN PORCH FINISHED / 18
Appendage / Sqft	BASE / 42
Appendage / Sqft	DETACHED GARAGE UNFINISHED / 720
Appendage / Sqft	DETACHED UTILITY FINISHED / 424

NOTE: *Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed*

Estimate of Costs
CEB Case # 07-81-CEB
STACY DUDLEY (former owners)
U.S. BANK (current owner)

Postage				
Regular	9	$ .41	$ 3.69	
Certified	9	$ 5.32	$47.88	
				$51.57
Processing Time for Code Enforcement and BCC Action				
Code Board Secretary	3 hours	$ 38.00	$114.00	
Code Board Attorney	1 hour	$135.00		
Planning Manager's Review	1 hour	$ 186.00		
Planning and Development Director's Review	1 hour	$ 202.00		
Deputy County Manager's Review	1 hour	$ 259.00		
County Attorney's Review	1 hour	$135.00		
				$1,031.00
Other associated costs not captured:				
Fleet expense, Phone expense, Utilities, Computer Support				
Costs for Recording Documents -				
# of first page docs - 7 # of additional page docs - 2				**$87.00**
($10.00 first page, $8.50 each additional page)				
ESTIMATED COST FOR PROCESSING CASE # 07-81-CEB By the Planning Division				**$1,169.57**
ESTIMATED COST FOR PROCESSING CASE # 07-81-CEB By the Seminole County Sheriff's Office				**$233.03**
TOTAL COST FOR PROCESSING CASE # 07-81-CEB				**$1,402.57**

SEMINOLE COUNTY SHERIFF'S OFFICE

Affidavit For Reimbursement of Code Enforcement Officers Administrative Costs

Case# 07-81-CEB Stacy Dudley

The Seminole County Sheriff's Office requests that the Department of Planning and Development petition the Board of County Commission to enter an order requiring the Respondent in the above-styled case to pay the costs of investigation incurred by this office during the investigation and presentation of said case. The below items detail the activities and associated costs for investigating this case.

Senior Code Enforcement Officer: Deborah Leigh

DATE	PERSONNEL ACTIVITY	HOURS
5/29/07 through 12/16/08	12 inspections at 30 minutes each	6
	Prepare CEB package, attend and present CEB Case	1
		x $33.29
	TOTAL PERSONNEL COSTS	**233.03**

DATE	TANGIBLE GOODS OR SERVICES	COST
1. 7/19/07	Mailed Notice of Code Violation	.42
2.		
3.		
4		
	TOTAL TANGIBLE AND/OR SERVICE COSTS	**$ .42**

The Seminole County Sheriff's Office has incurred actual costs in the amount of **$ 233.45** during the investigation and prosecution of the defendant in this case. Said costs are supported and documented as listed above. Personnel costs are calculated at a rate of $33.29 per hour, as determined by the Financial Services Section of the Seminole County Sheriff's Office. Tangible goods and contractual services are indicated as required and at a direct cost to the Office.

Signature of Deputy / Investigator: Deborah Leigh Date 12/23/08

Attested to this 23 day of December, 2008, by Donna Kiska
A Law Enforcement Officer

SEMINOLE COUNTY
CODE ENFORCEMENT BOARD
CASE NO. 07-81-CEB

REQUEST FOR REDUCTION OF PENALTY

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in both sides of this form completely. Be specific when writing your statement. Please return this form to the Clerk to the Code Enforcement Board. The REQUEST FOR REDUCTION OF PENALTY will then be presented to the Board of County Commissioners at their next regularly-scheduled hearing, or as soon thereafter as possible, and you will be notified in writing of the Board's decision within 10 days after the hearing. If you are claiming medical or financial hardship, attach supporting documentation (*i.e.,* a doctor's statement or proof of income). If you have any questions, please call the Clerk at (407) 665-7403.

Property Owner's Name: U.S. Bank_____

Property Address: 1620 Ridge Ave., Longwood, FL 32750

Michael Dutin
Atty for U.S. Bank
Chase

Phone number(s) where you can be reached during the day: 954-385-5097

Is the property now in compliance? **YES** __X__ **NO** _____
(If No, explain in detail)_____

Are you claiming a financial hardship? **YES** __X__ **NO** _____

Are you claiming a medical hardship? **YES** _____ **NO** __X__

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: Ximena Wolf

Relationship: Asst Vice-Pres

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

Ximena Wolf
Asst Vice-Pres

I, _____, do hereby submit this REQUEST FOR REDUCTION OF PENALTY to request a reduction in the total amount of penalty imposed and in support offer the following statement:

U.S. Bank initiated a foreclosure on this property and on June 10, 2008 a Certificate of Title was issued to the bank. On July 27th the property should have been deemed compliant as the trash, abandoned furniture and debris had been removed from the property. Also, the pool had been secured with a code compliant pool crate. Lastly, the yard was maintained and pool chemicals added on a regular basis.

Unfortunately, the Board of County Commissioners did not hear this evidence because the closing agent failed to send an attorney to the hearing on January 27, 2009. This was not due to any fault on the part of U.S. Bank. Unfortunately, U.S. Bank now faces a Code Lien of $25,027.57 (for a property that was apparently brought into compliance just 6 weeks after the Certificate of Title was issued).

Accordingly, U.S. Bank respectfully requests an opportunity to speak in front of the Board of County Commissioners as U.S. Bank should not suffer any prejudice for their vendor's error.

Date: 2/3/09

Signed: _____

Print Name: Ximena Wolf
Asst Vice-Pres

STATE OF FLORIDA
COUNTY OF Broward

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, Ximena Wolf, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally known to me and has produced _____ as identification and did take an oath.

Date: 2/3/09

Holly Hokenstrom
Notary Public
My commission expires: 12/12/12

HOLLY HOKENSTROM
MY COMMISSION # DD 813876
EXPIRES: December 12, 2012
Bonded Thru Notary Public Underwriters

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

SATISFACTION OF LIEN
AS TO PARTICULAR PARCEL

THIS instrument disclaims and releases the lien imposed by the Order Finding Non-Compliance and Imposing Fine/Lien, issued by the Seminole County Code Enforcement Board in Case No. 07-81-CEB, filed against STACY DUDLEY and filed by and on behalf of Seminole County, on October 25, 2007, and recorded in Official Records Book 06859, Pages 1631-1632, of the Public Records of Seminole County, Florida, against the following described real property:

LEG LOT 3 BLK E HENSONS ACRES
PB 9 PG 99

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

DATED this _____ day of _____, 2009.

ATTEST:

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

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BOB DALLARI, Chairman

Date: _____

As authorized for execution by the
Board of County Commissioners at their
April 28, 2009 regular meeting.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Code Enforcement Lien, Case # 08-148-CEB, Request for Reduction of Penalty – Gary Williams

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Carolyn Jane Spencer **EXT:** 7403

MOTION/RECOMMENDATION:

(A) Approve a reduction to the Code Enforcement Board lien from $16,400.00 to $9,548.80 which represents a 50% reduction of the total lien plus administrative costs of $1,348.80 for Case # 08-148-CEB on the property located at 1815 Pear Avenue, Sanford – Gary Williams, and require these costs to be paid within 60 days or the lien will revert to its original amount ($16,400.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien (Staff Recommendation); or

(B) Approve a reduction to the Code Enforcement Board lien which totals $16,400.00 to an amount set by the Board of County Commissioners for Case # 08-148-CEB on the property located at 1815 Pear Avenue, Sanford - Gary Williams, and require this reduced amount to be paid within 60 days or the lien will revert to its original amount ($16,400.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien; or

(C) Approve the request to waive the Code Enforcement Board lien which totals $16,400.00 for Case # 08-148-CEB on the property located at 1815 Pear Avenue, Sanford - Gary Williams, and authorize the Chairman to execute the Satisfaction of Lien; or

(D) Deny a reduction to the Code Enforcement Board lien in the amount of $16,400.00 for Case # 08-148-CEB on the property located at 1815 Pear Avenue, Sanford - Gary Williams, and require this amount to be paid within 60 days and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien.

District 5 Brenda Carey Tina Williamson

BACKGROUND:

In response to a complaint, on July 18, 2008, the Code Enforcement Officer observed the following violations located at 1815 Pear Avenue, Sanford: An accumulation of trash and debris and uncultivated vegetation in excess of 24" in height and located within 75' from any structure in violation of Seminole County Code Section 95.4, as defined in Section 95.3 (g) and (h).

The timeline on these violations is below:

DATE	ACTION	RESULT
July 18, 2008	Notice of Violation issued to Respondent.	Violations remain.
August 13, 2008	Statement of Violation and Request for Hearing.	Filed by Code Enforcement Officer.
August 22, 2008	Notice of Hearing mailed to Respondent.	Certified and regular mail returned for letter enclosing Notice. Property posted.
September 25, 2008	Code Board Hearing – Findings of Fact, Conclusions of Law and Order.	Order entered by Code Enforcement Board giving a compliance date of October 24, 2008 with a fine of $100.00 per day if violations are not corrected by compliance date. Certified and regular mail returned for letter enclosing Findings of Fact.
October 28, 2008	Affidavit of Non-Compliance filed by the Code Enforcement Officer after reinspection.	Violation of trash and debris remains. Certified and regular mail returned for letter enclosing Affidavit of Non-Compliance and Notice of Hearing to impose lien.
December 4, 2008	Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien.	Order entered by the Code Enforcement Board imposing a lien of $4,100.00 with fine continuing to accrue at $100.00 per day until compliance is obtained. Certified and regular mail returned for letter enclosing Order.
April 7, 2009	Affidavit of Compliance filed by Code Enforcement Officer after reinspection.	Remaining violation corrected. Lien totals $16,400.00 for 164 days of non-compliance.
December 22, 2008	Request for Reduction received.	Request for Reduction received with a Contract for Sale requiring this item to be fast-tracked.

The Board considers the individual facts of each case when determining whether to reduce a lien. In addition, the Board adopted the following guidelines on February 9, 1999 to use when considering lien reductions:

1. If an individual has acquired a property in which the lien was recorded and the individual bought the property with this knowledge, a waiver or reduction in lien should not be granted.

In such cases, the lien should have been considered in reaching a purchase price.

2. If a lien is not considered when a title insurance policy is issued, a reduction of the lien to provide relief to a title insurer should not be granted. To do so would place the County in the position of indemnifying an insurance company against its losses, which are reflected in premium charges.

3. If a lien has previously been reduced, and another request is received for a lien reduction, whether from the original property owner or new owner, a reduction or waiver should not be granted. If the BCC grants relief to a violator, its action should be final and conclusive.

4. When considering a request and in developing a recommendation to the BCC, staff should evaluate the amount of the lien compared to the value of the property and the actions the violator did or did not take in attempting to resolve the code violation. Per the Property Appraiser information, the assessed value of the property is **$111,105.00**. The lien totals **$16,400.00**.

5. When liens are satisfied as a result of either full payment or reduced/eliminated payment as directed by the BCC, the lien satisfaction instrument will be provided to the property owner who shall be responsible for recording the instrument in the land records.

STAFF RECOMMENDATION:

Staff recommends that the Board reduce the amount of the lien in the amount of $16,400.00 to $9,548.80 which represents a 50% reduction of the total lien plus administrative costs of $1,348.80 for the property located at 1815 Pear Avenue, Sanford, based on the following facts:

1) Based on established Planning procedures, these types of violations and being in non-compliance for 164 days would warrant a 50% reduction of lien.

Staff further recommends that this amount, $9,548.80, be paid within 60 days or the lien will revert to its original amount ($16,400.00) and upon payment in full authorize the Chairman to execute the Satisfaction of Lien.

ATTACHMENTS:

1. Statement of Violation
2. Notice of Hearing
3. Findings of Fact
4. Affidavit Of Non Compliance
5. Order imposing Lien
6. Affidavit Of Compliance
7. Request for Reduction w / Contract
8. Property Appraiser Data
9. Estimate of Costs - SCSO & Planning

10. Satisfaction of Lien

Additionally Reviewed By:

☑ County Attorney Review (Melissa Clarke)

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA
CEB NO. 08-148-CEB

STATEMENT OF VIOLATION AND REQUEST FOR HEARING

Pursuant to Florida State Statute Chapter 162, and Chapter 53 Seminole County Code, the undersigned Code Enforcement Officer hereby gives notice of an uncorrected violation of the Codes or Ordinances of Seminole County, as more particularly described herein, and hereby requests a public hearing before the Board.

VIOLATION OF CODE OR ORDINANCE, SECTION OR NUMBER:
Seminole County Code Chapter 95 Section 95.4 as defined in 95.3 (g) & (h).

LOCATION/ADDRESS WHERE VIOLATION EXISTS: 35-19-30-513-0900-0050
SCSO District 2 — 1815 Pear Ave.
BCC District 5 — Seminole County, FL

NAME AND ADDRESS OF OWNER: Gary Williams
P O Box 4198
Sanford FL 32772

DESCRIPTION OF VIOLATION: 1). The accumulation of trash & debris, and 2).uncultivated vegetation in excess of 24" in height, within 75' of a structure.

DATE VIOLATION FIRST OBSERVED: July 18, 2008
DATE 1ST NOTICE OF VIOLATION: July 22, 2008
DATE VIOLATION TO BE CORRECTED: August 5, 2008
DATE OF REINSPECTION: August 13, 2008
INSPECTION RESULTS: The trash & debris and the uncultivated vegetation in excess of 24" in height, within 75' of a structure remains on the property and in violation of the Seminole County Code.

Based upon the foregoing, the undersigned Code Enforcement Officer hereby certifies that the above described violation continues to exist, that attempts to secure compliance with the Code(s) or Ordinance(s) of Seminole County have failed as aforesaid, and that the violation should be referred to the Board for a public hearing.

DATED THIS 13th Day of August 2008

Pamela Taylor
Pamela Taylor, Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)
The foregoing instrument was acknowledged before me this 13th day of August, 2008, by Pamela Taylor who is personally known to me.

Deborah Leigh
Notary Public in and for the County and State Aforementioned

DEBORAH LEIGH
MY COMMISSION EXPIRES
February 20, 2012
#DD 751089
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

File # 2008CE003972

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

CASE NO – 08-148-CEB

Petitioner,

vs.

COPY

GARY WILLIAMS
PARCEL I.D. NO – 35-19-30-513-0900-0050

Respondent.

_____/

NOTICE OF HEARING

To: **GARY WILLIAMS**
P.O. BOX 4198
SANFORD, FL 32772

NOTICE is hereby given that the Code Enforcement Board of Seminole County, Florida, intends to hold a public hearing at **1:30 PM**, or as soon thereafter as possible, at its regular meeting on **THURSDAY, the 25th day of September 2008**, at the Seminole County Services Building, BCC Chambers, 1101 East First Street, Sanford, Florida, to consider whether a violation of the Codes or Ordinances of Seminole County exists on the above-named party's property. Specifically:

1) **THE ACCUMULATION OF TRASH AND DEBRIS**
2) **UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT AND LOCATED WITHIN 75' FROM ANY STRUCTURE**

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE PLANNING/CODE ENFORCEMENT BOARD OFFICE AT (407) 665-7403.

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

PERSONS ARE ADVISED THAT IF THEY DECIDE TO APPEAL ANY 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 BASED, PER SECTION 285.0105.

DATED this 22nd day of August 2008.

Jane Spencer
Clerk to the Code Enforcement Board
Seminole County, Florida

Jane Spencer

SEMINOLE COUNTY
BK 07072 Pgs 0092 - 93; (2pgs)
CLERK'S # 2008111511
RECORDED 10/01/2008 12:59:54 PM
RECORDING FEES 18.50
RECORDED BY T Smith

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political Subdivision of the State of Florida,

Petitioner,

vs.

GARY WILLIAMS
PARCEL I.D. NO. – 35-19-30-513-0900-0050

Respondent.

CASE NO. 08-148-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: Jane Spence
DATE: 9/29/08

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

RETURN TO SANDY McCAMM

Based on the testimony and evidence presented in case number 08-148-CEB, it is determined that the Respondent is:

(a) the owner of record of the property (Tax Parcel ID # 35-19-30-513-0900-0050) located at 1815 Pear Ave, Sanford, located in Seminole County and legally described as follows:

LEG LOT 5 6 & 7 BLK 9 PINE LEVEL
PB 6 PG 37

(b) in possession or control of the property, and
(c) in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (g) and (h).

It is hereby ordered that the Respondent shall correct the violations on or before October 27, 2008. In order to correct the violations, the Respondent shall take the following remedial action:

1) **REMOVE THE ACCUMULATION OF TRASH AND DEBRIS**
2) **REMOVE UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT AND LOCATED WITHIN 75' FROM ANY STRUCTURE**

If the Respondent does not comply with the Order, a fine of $ 100.00 per day will be imposed for each day the violations continue or are repeated after compliance past October 27, 2008.

The Respondent is further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

This Order shall be recorded in the official land records of Seminole County.

DONE AND ORDERED this 25th day of September 2008, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 25th day of September 2008, by Tom Hagood, who is personally known to me.

Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires

Notary Public State of Florida
Jane Spencer
My Commission DD746252
Expires 03/19/2012

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

Gary Williams

Respondent.

_____/

CASE NO: 08-148-CEB

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07088 Pg 1026; (1pg)
CLERK'S # 2008124429
RECORDED 11/05/2008 02:23:48 PM
RECORDING FEES 10.00
RECORDED BY G Harford

RETURN TO SANDY McCANN

AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Pamela Taylor** Code Enforcement Officer for **Seminole County Sheriff's Office**, who after being duly sworn, deposes and says:

1. That on **September 25, 2008**, the Board held a public hearing and issued its Order in the above-styled matter.

2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **October 24, 2008.**

3. That a re-inspection was performed on **October 28, 2008.**

4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that **the accumulation of trash & debris remains on the property.**

FURTHER AFFIANT SAYETH NOT.

DATED this **28th day** of **October, 2008**

Pamela Taylor
Pamela Taylor, Code Enforcement Officer

STATE OF **FLORIDA**)
COUNTY OF **SEMINOLE**)

The foregoing instrument was acknowledged before me this **28th day of October 2008, by Pamela Taylor**, who is personally known to me.

Stacie M. Bishop
Notary Public in and for the County and State Aforementioned

CERTIFIED COPY
AFFNONCOM
2008CE003972
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: Jane Hong
DATE: 11-4-08

STACIE M. BISHOP
MY COMMISSION # DD 698743
EXPIRES: July 25, 2011
Bonded Thru Notary Public Underwriters

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07105 Pgs 1369 - 1370; (2pgs)
CLERK'S # 2008137859
RECORDED 12/15/2008 04:16:29 PM
RECORDING FEES 18.50
RECORDED BY G Harford

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political Subdivision of the State of Florida,

Petitioner,

vs.

GARY WILLIAMS
PARCEL I.D. NO – 35-19-30-513-0900-0050

Respondent.

_____/

CASE NO. 08-148-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: _____
DATE: 12/11/08

RETURN TO SANDY McCANN

ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

The Respondent is the owner of record of the property (Tax Parcel I.D. # 35-19-30-513-0900-0050) located at 1815 PEAR AVE, SANFORD FL 32771, located in Seminole County and legally described as follows:

LEG LOT 5 6 & 7 BLK 9 PINE LEVEL
PB 6 PG 37

This case came on for public hearing before the Code Enforcement Board of Seminole County on September 25, 2008, after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondent in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (g) and (h).

Said Order stated that a fine in the amount of $100.00 per day would be imposed if the Respondent did not take certain corrective action by October 24, 2008.

An Affidavit of Non-Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action had not been obtained after reinspection on October 28, 2008.

Accordingly, it having been brought to the Board's attention that Respondent has not complied with the Order dated September 25, 2008, the Board orders that a **lien** in the amount of **$4,100.00** for 41 days of non-compliance at $100.00 per day, from October 25, 2008 through and including December 4, 2008, be imposed; and the fine

shall continue to accrue at **$100.00** per day for each day the violations continue or are repeated past December 4, 2008.

The Order shall be recorded in the official land records of Seminole County and shall constitute a lien against the land on which the violations exist and upon any other real or personal property owned by the Respondent.

DONE AND ORDERED this 4th day December, 2008, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 4th day of December, 2008, by Tom Hagood, who is personally known to me.

Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires

Notary Public State of Florida
Jane Spencer
My Commission DD746252
Expires 03/19/2012

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida

Petitioner,

vs.

GARY WILLIAMS
PARCEL ID # 35-19-30-513-0900-0050

Respondent.

_____/

Case No. **08-148-CEB**

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Deborah Leigh**, Senior Code Enforcement Officer, Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

1. That on **September 25, 2008,** the Board held a public hearing and issued its Order in the above-styled matter.

2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **October 24, 2008**.

3. That a re-inspection was performed and the Respondent was in compliance on **April 7, 2009.**

4. That the re-inspection revealed that the corrective action ordered by the Board has been taken in that the **trash and debris and the uncultivated vegetation has been removed from the property.**

FURTHER AFFIANT SAYETH NOT.

DATED this **7th** day of **April 2009**

Deborah Leigh

Deborah Leigh, Senior Code Enforcement Officer

STATE OF **FLORIDA**)
COUNTY OF **SEMINOLE**)

The foregoing instrument was acknowledged before me this **7th day of April 2009**, by **Deborah Leigh**, who is personally known to me and who did take an oath.

Jane Spencer

Notary Public in and for the County
and State Aforementioned
My commission expires:

2008CE003972
CMPLAFF.CEB

Notary Public State of Florida
Jane Spencer
My Commission DD746252
Expires 03/19/2012

SEMINOLE COUNTY
CODE ENFORCEMENT BOARD
CASE NO. 08-148-CEB

REQUEST FOR REDUCTION OF PENALTY

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in both sides of this form completely. Be specific when writing your statement. Please return this form to the Clerk to the Code Enforcement Board. The REQUEST FOR REDUCTION OF PENALTY will then be presented to the Board of County Commissioners at their next regularly-scheduled hearing, or as soon thereafter as possible, and you will be notified in writing of the Board's decision within 10 days after the hearing. If you are claiming medical or financial hardship, attach supporting documentation (*i.e.,* a doctor's statement or proof of income). If you have any questions, please call the Clerk at (407) 665-7403.

Property Owner's Name: Gary Williams

Property Address: 1815 West ~~#~~ Pear ave.

Phone number(s) where you can be reached during the day: 407-322-5484 OR 407-314-6220 (cell)

Is the property now in compliance? YES ✓ NO ____
(If No, explain in detail) ____

Are you claiming a financial hardship? YES ✓ NO ____

Are you claiming a medical hardship? YES ✓ NO ____

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: ____

Relationship: ____

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

I, Gary Williams, do hereby submit this **REQUEST FOR REDUCTION OF PENALTY** to request a reduction in the total amount of penalty imposed and in support offer the following statement:

I cleaned and cut the Grass. Removed some trees and picked up all debris. I did not know after I had dine all of the above that the property was still not in compliance. I did not Reeive no Notice Because the Notices was sended to A P.O Box.

Date: 4/8/09

Signed: Gary Williams

Print Name: Gary Williams

STATE OF FLORIDA
COUNTY OF SEMINOLE

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, Gary williams, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally known to me and has produced W452-280-43-066-0 FL D.L as identification and did take an oath.

Date: 4-8-09

Jane Spencer
Notary Public
My commission expires: 3/19/2012

Notary Public State of Florida
Jane Spencer
My Commission DD746252
Expires 03/19/2012

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

Contract For Sale And Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

PARTIES: GARY WILLIAMS ("Seller"), and THE City of SANFORD ("Buyer"), hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

I. **DESCRIPTION:**

(a) Legal description of the Real Property located in Seminole County, Florida: TAX I.D # 34193054K0A000770

(b) Street address, city, zip, of the Property: 1561 W. 18TH ST SANFORD FL 32771

(c) Personal Property includes existing ~~range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless~~ specifically excluded below.

Other items included are: X G W

Items of Personal Property (and leased items, if any) excluded are: 95,000

II. **PURCHASE PRICE** (U.S. currency): ..... $ 85,000

PAYMENT:

(a) Deposit held in escrow by _____ ("Escrow Agent") in the amount of (checks subject to clearance) $ _____

Escrow Agent's address: _____ Phone: _____

(b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date in the amount of ..... $ _____

(c) Financing in the amount of ("Loan Amount") see Paragraph IV below ..... $ _____

(d) Other ..... $ _____

(e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s) subject to adjustments or prorations ..... 95,000 $ 85,000

III. **TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:**

(a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before FRI. JANUARY 16 2009, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. **Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.**

(b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for acceptance of this offer or, if applicable, the final counteroffer.

IV. **FINANCING:**

☒ (a) This is a cash transaction with no contingencies for financing;

☐ (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase the Property ("Loan Approval") within N/A days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY ONE): ☐ a fixed; ☐ an adjustable; or ☐ a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to exceed N/A %, and for a term of N/A years. Buyer will make application within _____ days (if blank, then 5 days) after Effective Date.

BUYER: Buyer shall use reasonable diligence to: obtain Loan Approval; **notify Seller in writing of receipt of Loan Approval by Loan Approval Date**; satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney, real estate licensee(s), and Closing Agent.

SELLER: If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.

DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only): If Buyer has used reasonable diligence but does not obtain Loan Approval by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided however, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be returned to Buyer.

☐ (c) Assumption of existing mortgage (see rider for terms); or

☐ (d) Purchase money note and mortgage to Seller (see Standards B and K and riders; addenda; or special clauses for terms).

V. **TITLE EVIDENCE:** At least ____ days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:

(CHECK ONLY ONE): ☐ (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or

☐ (2) Buyer at Buyer's expense.

(CHECK HERE): ☐ If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

VI. **CLOSING DATE:** This transaction shall be closed and the closing documents delivered on OR Before MARCH 13 2009 ("Closing"), unless modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners' insurance. If such conditions continue more than _____ days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

X G W

VII. **RESTRICTIONS; EASEMENTS; LIMITATIONS:** Seller shall convey marketable title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for _____ purpose(s).

VIII. **OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

IX. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

X. **ASSIGNABILITY:** (CHECK ONLY ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract.

XI. **DISCLOSURES:**

(a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not include a Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments, as of Closing, shall be paid as follows: ☑ **by Seller at closing** ☐ **by Buyer (if left blank, then Seller at Closing).** If the amount of any assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the last estimate or assessment for the improvement by the public body.

(b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

(c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(e) If the Real Property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

(f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

(g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE.**

(h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

XII. **MAXIMUM REPAIR COSTS:** Seller shall not be responsible for payments in excess of:

(a) $ N/A for treatment and repair under Standard D (if blank, then 1.5% of the Purchase Price).

(b) $ N/A for repair and replacement under Standard N not caused by Wood Destroying Organisms (if blank, then 1.5% of the Purchase Price).

XIII. **HOME WARRANTY:** ☐ Seller ☐ Buyer ☐ N/A will pay for a home warranty plan issued by _____ at a cost not to exceed $_____.

XIV. **RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK** those riders which are applicable AND are attached to and made part of this Contract:

☐ CONDOMINIUM ☐ VA/FHA ☐ HOMEOWNERS' ASSN. ☐ LEAD-BASED PAINT ☐ COASTAL CONSTRUCTION CONTROL LINE
☐ INSULATION ☑ "AS IS" ☐ EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS) ☐ Other Comprehensive Rider Provisions ☐ Addenda
Special Clause(s): _____

XV. **STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards"):** Buyer and Seller acknowledge receipt of a copy of Standards A through Y on the reverse side or attached, which are incorporated as part of this Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.

Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK(*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

(BUYER)	(DATE)	(SELLER)	(DATE)
Ron Gil		Gary Williams	1/27/08

(BUYER) (DATE) (SELLER) (DATE)

Buyers' address for purposes of notice _____ Sellers' address for purposes of notice _____

_____ _____

_____ Phone _____ Phone

BROKERS: The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with this Contract.

Name: Paul Osborne Venture I Properties Paul Osborne Venture I Properties

Cooperating Brokers, if any Listing Broker

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. TITLE INSURANCE: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.

B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

D. WOOD DESTROYING ORGANISMS: "Wood Destroying Organisms" (WDO) shall be deemed to include all wood destroying organisms required to be reported under the Florida Structural Pest Control Act, as amended. Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator ("Operator") within 20 days after the Effective Date to determine if there is any visible active WDO infestation or visible damage from WDO infestation, excluding fences. If either or both are found, Buyer may within said 20 days (1) have cost of treatment of active infestation estimated by the Operator; (2) have all damage inspected and cost of repair estimated by an appropriately licensed contractor; and (3) report such cost(s) to Seller in writing. Seller shall cause the treatment and repair of all WDO damage to be made and pay the costs thereof up to the amount provided in Paragraph XII(a). If estimated costs exceed that amount, Buyer shall have the option of canceling this Contract by giving written notice to Seller within 20 days after the Effective Date, or Buyer may elect to proceed with the transaction and receive a credit at Closing equal to the amount provided in Paragraph XII(a). If Buyer's lender requires an updated WDO report, then Buyer shall, at Buyer's expense, have the opportunity to have the Property re-inspected for WDO infestation and have the cost of active infestation or new damage estimated and reported to Seller in writing at least 10 days prior to Closing, and thereafter, Seller shall cause such treatment and repair to be made and pay the cost thereof; provided, Seller's total obligation for treatment and repair costs required under both the first and second inspection shall not exceed the amount provided in Paragraph XII (a).

E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph VII hereof and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

F. LEASES: Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

G. LIENS: Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

H. PLACE OF CLOSING: Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

I. TIME: Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

L. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

M. (RESERVED - purposely left blank)

N. INSPECTION AND REPAIR: Seller warrants that the ceiling, roof (including the fascia and soffits), and exterior and interior walls, and foundation of the Property do not have any visible evidence of leaks, water damage, or structural damage and that dockage, seawalls, septic tank, pool, all appliances, mechanical items,

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heating, cooling, electrical, plumbing systems, and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required), or by an appropriately licensed Florida contractor, make inspections of, those items within 20 days after the Effective Date. Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XII (b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XII (b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing. For purposes of this Contract: (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marcite or other pool finishes; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.

O. RISK OF LOSS: If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s) thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be the cost of pruning or removal.

P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

W. SELLER DISCLOSURE: There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

X. PROPERTY MAINTENANCE; PROPERTY ACCESS; REPAIR STANDARDS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required repairs and replacements have been made, and that the Property has been maintained as required by this Standard. All repairs and replacements shall be completed in a good and workmanlike manner, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.

Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

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X A wms

ORLANDO REGIONAL REALTOR® ASSOCIATION

REAL PROPERTY TRANSACTION COSTS ADDENDUM

(To be completed prior to signing contract for Sale and Purchase)

EQUAL HOUSING OPPORTUNITY

Addendum # _____

Buyer THE City of SANFORD Seller GARY WILLIAMS

Property Address 1561 W 18th ST SANFORD FL 32771

CLOSING COSTS

At such time as the above-referenced transaction is closed, various sums may be demanded from you as the Buyer or Seller in the form of closing costs. Items which may be payable by you include, but are not limited to, the following. The designation, if any, of "Seller(s)" or "Buyer(s)" beside any of the following items is to set forth which party will be responsible for the cost listed beside the initial in the transaction. The Seller or Buyer shall pay for the cost of any of the following items. This addendum shall govern over any conflict between this addendum and the contract: (B=Buyer, S=Seller, N/A=Not Applicable, B/S=Responsible Party, As Appropriate. Note: each item should be addressed)

Real Estate Closing Costs

B Wood destroying organism inspection (#)
B Wood destroying organism re-inspection (if applicable) (#)
B Survey
B Title insurance (owner's or primary policy)
B Title/exam/search and closing fee
B State documentary stamp tax on deed (*, #)
B Brokerage compensation (#)
___ Building inspection fee
___ Energy efficiency test (if applicable)
B Flood certification fee (#)
___ Septic tank/drain field certification (#)
___ Well water certification (#)
B Express mail fees (*, #)
B Courier fees (*, #)
B Recording the deed
___ Home warranty (basic)
B Payoff of existing mortgage(s)
B Recording satisfaction of existing mortgage(s)
___ Homeowner's Assn. initiation fee
___ Condominium approval or application fees
___ Radon testing
___ Broker's administrative fee (seller)
___ Broker's administrative fee (buyer)
___ _____

* FHA Buyer Cannot Pay
\# VA Buyer Cannot Pay

Loan Closing Costs N/A w-ms

___ Credit report
___ Appraisal
___ Lender's application fee
___ Title insurance (lender or simultaneous issue)
___ Title insurance endorsements required by mortgagee (lender)
___ State intangible tax on new mortgage
___ State documentary stamp tax on new note
___ State documentary stamp tax on mortgage assumed
___ Origination fee (___ % of loan amount)
___ Discount fee or points (___ % of loan amount)
___ Lender repair inspection fee (#)
___ Document preparation fee (*, #)
___ Underwriting/processing fee (*, #)
___ Lender assignment fee (*, #)
___ TRETS (tax service fee) (*, #)
___ Recording new mortgage
___ VA Funding fee/FHA MIP (unless financed in new mortgage)
___ _____

Prepaid Costs

___ Prepaid interest on new loans
B/S Property tax escrows
___ Homeowner's hazard insurance policy
___ Homeowner's hazard insurance escrows
___ MIP/PMI - initial premium (unless financed)
___ MIP/PMI - renewal premium (unless financed)
___ Flood insurance
___ Flood insurance escrows
___ _____

Buyer acknowledges that this addendum has been read and signed and is made an integral part of the Contract for Sale and Purchase of the real estate.

Dated this 1/27/09 day of _____, _____.

Seller: Gary Williams Buyer: [signature]

Seller: _____ Buyer: _____

Broker: _____ Broker: _____

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between Gary Nichols (Seller)
and THE City of SANFORD (Buyer)
concerning the Property described as 1561 W. 18th ST. SANFORD FL 32771

"AS IS"

Buyer's Initials - Seller's Initials: If to be made a part of the Contract.
( ) ( ) - - (GN) ( )

1. SELLER'S WARRANTIES AND REPRESENTATIONS: Obligations with Respect to the Property; Limitations

(a) Paragraph XII and Standard D, Standard N and Standard X are deleted.

(b) This Rider does not relieve Seller's obligations under Standard W for facts known to Seller. However, except as required in this Rider and in Standard W, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

(c) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

(d) Seller has no knowledge of any repairs or improvements made to the Property without compliance with governmental regulation which have not been disclosed to Buyer.

(e) Subject to the provisions and limitations of this Rider, Buyer waives any claims against Seller and, to the extent permitted by law, against any licensee involved in the negotiation of the Contract, for any defects or other damage that may exist at Closing of the Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.

2. INSPECTION PERIOD AND RIGHT TO CANCEL.

(a) Buyer shall have 10 days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire and utilities shall be made available by the Seller during the Inspection Period.

(b) Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections. This provision shall survive termination of the Contract.

(c) If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel the Contract by delivering facsimile or written notice of such election to Seller on or before expiration of the Inspection Period. If Buyer timely cancels the Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under the Contract, except as provided in Subparagraph 2(b), above.

(d) Unless Buyer excercises the right to cancel granted in 2.(c) above, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building, environmental, and safety codes, restrictions, or requirements and shall be responsible for any and all repairs and improvements required by Buyer's lender.

3. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES.

Seller shall maintain the Property, including, but not limited to, the lawn, shrubbery and pool, in their respective conditions, existing as of Effective Date, ordinary wear and tear, and Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and that the Property has been maintained as required by this Paragraph 3. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.

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Brokerage Relationship Disclosure
FLORIDA ASSOCIATION OF REALTORS®

TRANSACTION BROKER NOTICE

As a transaction broker, Venture I Properties and its associates, provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

		Buyer
1/27/09	Gary Williams	
Date	Signature	Signature

Copy returned to **Customer** on the _____ day of _____, _____ by: ❑ personal delivery ❑ mail ❑ E-mail ❑ facsimile.

This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS and who subscribe to its Code of Ethics.
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No Brokerage Relationship Disclosure
FLORIDA ASSOCIATION OF REALTORS®

IMPORTANT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO POTENTIAL SELLERS AND BUYERS OF REAL ESTATE.

You should not assume that any real estate broker or sales associate represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you decide on representation.

NO BROKERAGE RELATIONSHIP NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.

As a real estate licensee who has no brokerage relationship with you, Venture I Properties and its associates owe to you the following duties:

1. Dealing honestly and fairly;

2. Disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer.

3. Accounting for all funds entrusted to the licensee.

1/22/09
Date

Gary Williams
Signature

DATE

SIGNATURE - BUYER

DATE

SIGNATURE

Copy returned to **Customer** on the _____ day of _____, _____ by: ☐ personal delivery ☐ mail ☐ facsimile.

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Addendum to Contract
FLORIDA ASSOCIATION OF REALTORS®

ORLANDO REGIONAL REALTOR• ASSOCIATION

Addendum No. _____ to the Contract dated JANUARY 9 2009 between

GARY WILLIAMS (Seller)

and The City of SANFORD (Buyer)

concerning the property described as:

1561 W. 18th ST. SANFORD FL 32771

(the "Contract"). **Buyer** and **Seller** make the following terms and conditions part of the Contract:

Seller is responsible for the real estate tax's due to the day of the closing. Buyers will pay for any and all after closing costs at the close of the transaction. Seller to pay RE TAX's prior to closing - Seller to net $5,000 at closing. Seller may remain at the property if necessary for a maximum of 60 days. (sixty days) After the original closing date or at convenience to the sellers, the seller will not pay any rent but must maintain at seller's expense the lawn maintainance, utilities, water, sewer, cable trash and telephone while residing on premises

This contract is conditioned upon the acceptance by the SANFORD City Commission approving this project. Should the City of SANFORD Commission decide not to proceed with this project prior to the closing date, then this contract becomes null & Vois between buyer and seller.

Date: _____ Buyer: [signature]

Date: _____ Buyer: _____

Date: 1/21/09 Seller: Gary Williams

Date: _____ Seller: _____

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LICENSED TO THE ORLANDO REGIONAL REALTOR® ASSOCIATION

Attorneys' Title Insurance Fund, Inc.

COMMITMENT FORM

Schedule A

Commitment No.:	Effective Date:	Agent's File Reference:
C-7326517	February 19, 2009 @ 11:00 PM	C-61,258

1. Policy or Policies to be issued: — Proposed Amount of Insurance:

   OWNER'S: ALTA Owner's Policy (10/17/92). (If other, specify.) — $95,000.00

   Proposed Insured: City of Sanford, a municipal corporation

   MORTGAGEE: ALTA Loan Policy (10/17/92). (If other, specify.) — $

   Proposed Insured:

2. The estate or interest in the land described or referred to in this commitment is a Fee Simple and title thereto is at the effective date hereof vested in:

   Beneficiaries of the Estate of Anna Sherman, deceased, subject to estate proceedings

3. The land referred to in this commitment is described as follows:

   Begin 435.7 feet East of Northwest corner of Lot 80 of M. M. Smith' s Second Subdivision, according to the plat thereof recorded in Plat Book 1, Page 101, Seminole County Records, run South 198.9 feet to railroad right-of-way of the A.C.L.R.R. , thence Northeasterly along said right-of-way 227 feet to the South line of 18th Street, thence West 109.5 feet to the Point of Beginning. Also described as: Begin at the Northeast corner of Lot 77, Block "A", Run West 109.5 feet, South 198.9 feet to Railroad, Northeasterly along railroad to Point of Beginning, M. M. Smith's Second Subdivision, as recorded in Plat Book 1, Page 101 of the Public Records of Seminole County, Florida.

Agent No.: **1487**

Issuing Agent:

Stenstrom, McIntosh, Colbert, Whigham & Partlow, P.A.
1001 Heathrow Park Lane
Suite 4001
Lake Mary, FL 32746

Agent's Signature
William L. Colbert

Attorneys' Title Insurance Fund, Inc.

COMMITMENT FORM

Schedule B-I

Commitment No.:
C-7326517

Agent's File Reference:
C-61,258

I. The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
   A. Personal Representative's Deed from the Personal Representative of the Estate of Anna Sherman, deceased, to the proposed insured purchaser(s), if the property was not the decedent's homestead. If the property was the decedent's homestead, then a Warranty Deed, in favor of the proposed insured purchaser(s), from the person(s) entitled to the subject property, joined by their spouses, if married, must be executed, delivered, and filed of record unless not required in accordance with current law.
3. Proof of payment of taxes for the years 2007 and 2008 must be furnished, and any tax certificates issued with respect thereto must be canceled by the clerk of the court.
4. Probate of the Estate of Anna Sherman, deceased. The Fund reserves the right to make further requirements with reference hereto.
5. If Anna Sherman died subsequent to Jun 13, 2003, record a Personal Representative's release of lien and right to a lien pursuant to Sec. 733.608 F.S., by separate document or expressly stated within a personal representative's deed. In the alternative, record a certificate from the Personal Representative that no monies have been expended on the property and no lien right exists.

Attorneys' Title Insurance Fund, Inc.
COMMITMENT FORM
Schedule B-II

Commitment No.:
C-7326517

Agent's File Reference:
C-61,258

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of The Underwriter:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).
3. Any owner policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. If neither the survey nor any other fact known to the Agent indicates that the subject property is submerged, or was at any time submerged, or that there is water in, upon or adjacent to the property, the general sovereignty land exception may be deleted from the owner policy issued pursuant to this Commitment, despite the above Exception 3 (Exception 8 if this is a Fund Title Certificate) to the contrary.
5. Taxes for the year 2009, which are not yet due and payable.
6. No judgment lien search was performed on the proposed purchaser(s) of property herein.
7. We have also checked the name(s) Gary Williams for unsatisfied judgments, tax liens (state and federal and other liens for the recovery of money) unrestored incompetency and guardianship proceedings, all of which resulted in the following, if any: 7090/1347, 1348, 6644/183, 6667/114, 5063/259, 4705/590, 2533/1435, 2544/159, 7072/92, 7088/1026 and 7105/1369.

COMMITMENT

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

Commitment To Insure Title

ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called THE FUND, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A; subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by THE FUND, either at the time of issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of THE FUND.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

Attorneys' Title Insurance Fund, Inc.
By

ATTORNEYS' TITLE INSURANCE FUND, INC. CORPORATE SEAL FLORIDA

Charles J. Kovaleski
President

SERIAL
C-7326517

Standard Exceptions

The owner policy will be subject to the mortgage, if any, noted under item two of Section I of Schedule B hereof. All policies will be subject to the following exceptions: (1) taxes for the year of the effective date of this Commitment and taxes or special assessments which are not shown as existing liens by the public records; (2) rights or claims of parties in possession not shown by the public records; (3) encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises; (4) easements, or claims of easements, not shown by the public records; (5) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Conditions and Stipulations

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to THE FUND in writing, THE FUND shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent THE FUND is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to THE FUND, or if THE FUND otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, THE FUND at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve THE FUND from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of THE FUND under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against THE FUND arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

COMMITMENT

to

INSURE TITLE

Attorneys'
Title Insurance Fund,
Inc.

ORLANDO, FLORIDA

For information about coverage or assistance in resolving complaints, call (407) 240-3863.

Offices at 6545 Corporate Centre Boulevard
Orlando, Florida 32822
(407) 240-3863 • (800) 336-3863

BALANCE SHEET

Closing File Number C-61,258
Closing Date 03/20/2009
Disbursement Date 03/20/2009
Seller Gary Williams, Sr.
Buyer City of Sanford
Property Address 1561 W. 18th Street Sanford Florida 32771
Account Number 083000014

DEPOSITS					
City of Sanford	Cash from Borrower		$96,498.25		303
		TOTAL DEPOSITS	**$96,498.25**		

DISBURSEMENTS					
Gary Williams, Sr.	Cash to Seller		$94,507.06		603
Attorneys' Title Insurance Fund, Inc.	Abstract or title search		$150.00		1102
Attorneys' Title Insurance Fund, Inc.	Underwriter Remittance		$163.88 *		1108
Clerk of the Court	Recording fees-(Release)		$18.50		1201
Seminole County Tax Collector	Real Estate Taxes 1/1 to 3/20/09		$39.19 ✓		1303
Seminole County Tax Collector	Real Estate Taxes 2007 & 2008		$453.75 ✓		1304
Stenstrom, McIntosh, Colbert, Whigham & Partlow, P.A.	Settlement or closing fee	$100.00		C	1101
	Title Insurance	$382.37		C	1108
Stenstrom, McIntosh, Colbert, Whigham & Partlow, P.A.	Title Charges		$482.37		
Clerk of the Court	Recording fees-(Deed)	$18.50		C	1201
	State tax/stamps-(Deed)	$665.00		C	1203
Clerk of the Court	Recording Fees		$683.50		
		TOTAL DISBURSEMENTS	**$96,498.25**		

Prepared by and return to:
Lonnie N. Groot

Stenstrom, McIntosh, Colbert, Whigham & Partlow, P.A.
1001 Heathrow Park Lane Suite 4001
Lake Mary, FL 32746
407-322-2171
File Number: **C-61,258**

[Space Above This Line For Recording Data]

Affidavit

(Seller)

Before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Gary Williams, Sr., a married man ("Affiant"), who, after being by me first duly sworn, depose(s) and say(s) that:

1. **Gary Williams, Sr., a married man** ("Seller"), is the owner of and is selling the following described property to **City of Sanford, a Florida municipal corporation** ("Buyer"), to wit:

   Begin 435.7 feet East of Northwest corner of Lot 80 of M. M. Smith' s Second Subdivision, according to the plat thereof recorded in Plat Book 1, Page 101, Seminole County Records, run South 198.9 feet to railroad right-of-way of the A.C.L.R.R. , thence Northeasterly along said right-of-way 227 feet to the South line of 18th Street, thence West 109.5 feet to the Point of Beginning. Also described as: Begin at the Northeast corner of Lot 77, Block "A", Run West 109.5 feet, South 198.9 feet to Railroad, Northeasterly along railroad to Point of Beginning, M. M. Smith's Second Subdivision, as recorded in Plat Book 1, Page 101 of the Public Records of Seminole County, Florida.
   Parcel Identification Number: 34-19-30-5AK-0A00-0770

2. That affiant is not one and the same person as GARY WILLIAMS, GARY T. WILLIAMS, JR., GARY W. WILLIAMS, GARY J. WILLIAMS, shown as Respondent/Defendant in those certain Orders, Liens or Final Judgments recorded in Official Records Books, Public Records of Seminole County, Florida in the Books and Pages, as follows:

7090/1347; 7090/1348; 6644/183; 6667/114; 5063/259; 4705/590; 2533/1435; 2544/159; 7072/92; 7088/1026; and 7105/1369.

Further, affiant saith not.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

_____
Gary Williams, Sr.

State of Florida
County of Seminole

The foregoing instrument was sworn to and subscribed before me this 20th day of March, 2009 by Gary Williams, Sr., who [_] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY
BK 07072 Pgs 0092 - 93; (2pgs)
CLERK'S # 2008111511
RECORDED 10/01/2008 12:59:54 PM
RECORDING FEES 18.50
RECORDED BY T Smith

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political Subdivision of the State of Florida,

Petitioner,

vs.

GARY WILLIAMS
PARCEL I.D. NO. – 35-19-30-513-0900-0050

Respondent.

CASE NO. 08-148-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY:
DATE: 9/29/08

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 08-148-CEB, it is determined that the Respondent is:

(a) the owner of record of the property (Tax Parcel ID # 35-19-30-513-0900-0050) located at 1815 Pear Ave, Sanford, located in Seminole County and legally described as follows:

LEG LOT 5 6 & 7 BLK 9 PINE LEVEL
PB 6 PG 37

(b) in possession or control of the property, and
(c) in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (g) and (h).

It is hereby ordered that the Respondent shall correct the violations on or before October 24, 2008. In order to correct the violations, the Respondent shall take the following remedial action:

1) **REMOVE THE ACCUMULATION OF TRASH AND DEBRIS**
2) **REMOVE UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT AND LOCATED WITHIN 75' FROM ANY STRUCTURE**

If the Respondent does not comply with the Order, a fine of $ 100.00 per day will be imposed for each day the violations continue or are repeated after compliance past October 24, 2008.

RETURN TO SANDY McCANN

The Respondent is further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

This Order shall be recorded in the official land records of Seminole County.

DONE AND ORDERED this 25th day of September 2008, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 25th day of September 2008, by Tom Hagood, who is personally known to me.

Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires

Notary Public State of Florida
Jane Spencer
My Commission DD746252
Expires 03/19/2012

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

Gary Williams

Respondent.

CASE NO: 08-148-CEB

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07088 Pg 1026; (1pg)
CLERK'S # 2008124429
RECORDED 11/05/2008 02:23:48 PM
RECORDING FEES 10.00
RECORDED BY G Harford

RETURN TO SANDY McCARTY

AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Pamela Taylor** Code Enforcement Officer for **Seminole County Sheriff's Office**, who after being duly sworn, deposes and says:

1. That on **September 25, 2008,** the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **October 24, 2008.**
3. That a re-inspection was performed on **October 28, 2008.**
4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that **the accumulation of trash & debris remains on the property.**

FURTHER AFFIANT SAYETH NOT.

DATED this 28th day of October, 2008

Pamela Taylor
Pamela Taylor, Code Enforcement Officer

STATE OF **FLORIDA**)
COUNTY OF **SEMINOLE**)

The foregoing instrument was acknowledged before me this **28th day of October 2008, by Pamela Taylor,** who is personally known to me.

Stacie M. Bishop
Notary Public in and for the County and State Aforementioned

STACIE M. BISHOP
MY COMMISSION # DD 699743
EXPIRES: July 25, 2011
Bonded Thru Notary Public Underwriters

CERTIFIED COPY
AFFIDAVIT OF NON-COMPLIANCE
2008 CEB 148
THE CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: [signature]
DATE: 11-4-08

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07105 Pgs 1369 - 1370 (2pgs)
CLERK'S # 2008137859
RECORDED 12/15/2008 04:16:29 PM
RECORDING FEES 18.50
RECORDED BY G Harford

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political Subdivision of the State of Florida,

Petitioner,

vs.

GARY WILLIAMS
PARCEL I.D. NO – 35-19-30-513-0900-0050

Respondent.

CASE NO. 08-148-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY:
DATE: 12/11/08

ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

The Respondent is the owner of record of the property (Tax Parcel I.D. # 35-19-30-513-0900-0050) located at 1815 PEAR AVE, SANFORD FL 32771, located in Seminole County and legally described as follows:

LEG LOT 5 6 & 7 BLK 9 PINE LEVEL
PB 6 PG 37

This case came on for public hearing before the Code Enforcement Board of Seminole County on September 25, 2008, after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondent in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3 (g) and (h).

Said Order stated that a fine in the amount of $100.00 per day would be imposed if the Respondent did not take certain corrective action by October 24, 2008.

An Affidavit of Non-Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action had not been obtained after reinspection on October 28, 2008.

Accordingly, it having been brought to the Board's attention that Respondent has not complied with the Order dated September 25, 2008, the Board orders that a lien in the amount of **$4,100.00** for 41 days of non-compliance at $100.00 per day, from October 25, 2008 through and including December 4, 2008, be imposed; and the fine

shall continue to accrue at **$100.00** per day for each day the violations continue or are repeated past December 4, 2008.

The Order shall be recorded in the official land records of Seminole County and shall constitute a lien against the land on which the violations exist and upon any other real or personal property owned by the Respondent.

DONE AND ORDERED this 4th day December, 2008, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

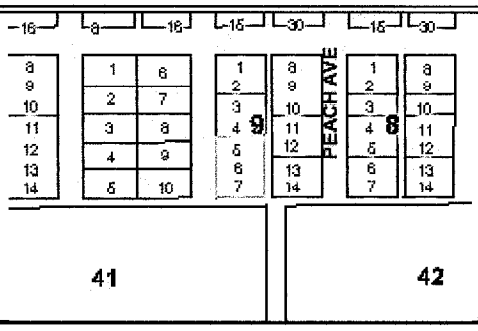
The foregoing instrument was acknowledged before me this 4th day of December, 2008, by Tom Hagood, who is personally known to me.

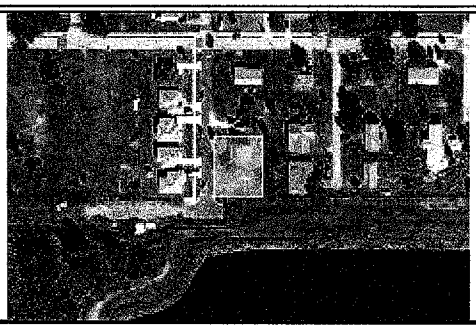
Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires

Notary Public State of Florida
Jane Spencer
My Commission DD746252
Expires 03/19/2012

PARCEL DETAIL

DAVID JOHNSON, CFA, ASA
PROPERTY APPRAISER
SEMINOLE COUNTY FL.
1101 E. FIRST ST
SANFORD, FL 32771-1468
407-665-7506





GENERAL

Parcel Id: 35-19-30-513-0900-0050
Owner: WILLIAMS GARY
Mailing Address: 1122 ORANGE AVE
City,State,ZipCode: SANFORD FL 32771
Property Address: 1815 PEAR AVE
Subdivision Name: PINE LEVEL
Tax District: 01-COUNTY-TX DIST 1
Exemptions:
Dor: 01-SINGLE FAMILY

VALUE SUMMARY

VALUES	2009 Working	2008 Certified
Value Method	Cost/Market	Cost/Market
Number of Buildings	1	1
Depreciated Bldg Value	$70,855	$78,325
Depreciated EXFT Value	$0	$0
Land Value (Market)	$32,780	$32,780
Land Value Ag	$0	$0
Just/Market Value	$103,635	$111,105
Portablity Adj	$0	$0
Save Our Homes Adj	$0	$0
Assessed Value (SOH)	$103,635	$111,105

Tax Estimator

2009 TAXABLE VALUE WORKING ESTIMATE

Taxing Authority	Assessment Value	Exempt Values	Taxable Value
County General Fund	$103,635	$0	$103,635
Schools	$103,635	$0	$103,635
Fire	$103,635	$0	$103,635
Road District	$103,635	$0	$103,635
SJWM(Saint Johns Water Management)	$103,635	$0	$103,635
County Bonds	$103,635	$0	$103,635

The taxable values and taxes are calculated using the current years working values and the prior years approved millage rates.

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
WARRANTY DEED	01/1974	01047	0899	$1,800	Vacant	Yes

Find Comparable Sales within this Subdivision

2008 VALUE SUMMARY

2008 Tax Bill Amount: $1,673
2008 Certified Taxable Value and Taxes
DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
FRONT FOOT & DEPTH	82	100	.000	325.00	$21,853
FRONT FOOT & DEPTH	41	100	.000	325.00	$10,927

LEGAL DESCRIPTION

PLATS: Pick...

LEG LOT 5 6 & 7 BLK 9 PINE LEVEL PB 6 PG 37

BUILDING INFORMATION

	Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New
Building Sketch	1	SINGLE FAMILY	1989	6	984	1,440	1,344	SIDING AVG	$70,855	$76,600

Appendage / Sqft OPEN PORCH FINISHED / 96
Appendage / Sqft UPPER STORY FINISHED / 360

NOTE: *Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished,Base Semi Finished*

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

Estimate of Costs
CEB Case # 08-148-CEB
GARY WILLIAMS

Postage				
Regular	6	$ .41	$ 2.46	
Certified	6	$ 5.32	$31.92	
				$34.38
Processing Time for Code Enforcement and BCC Action				
Code Board Secretary	3 hours	$ 38.00	$114.00	
Code Board Attorney	1 hour	$135.00		
Planning Manager's Review	1 hour	$ 186.00		
Planning and Development Director's Review	1 hour	$ 202.00		
Deputy County Manager's Review	1 hour	$ 259.00		
County Attorney's Review	1 hour	$135.00		
				$1,031.00
Other associated costs not captured: Fleet expense, Phone expense, Utilities, Computer Support				
Costs for Recording Documents -				
# of first page docs - 5 # of additional page docs - 2				**$67.00**
($10.00 first page, $8.50 each additional page)				
ESTIMATED COST FOR PROCESSING CASE # 08-148-CEB By the Planning Division				**$1,132.38**
ESTIMATED COST FOR PROCESSING CASE # 08-148-CEB By the Seminole County Sheriff's Office				**$216.42**
TOTAL COST FOR PROCESSING CASE # 08-148-CEB				**$1,348.80**

SEMINOLE COUNTY SHERIFF'S OFFICE

Affidavit For Reimbursement of Code Enforcement Officers Administrative Costs

Case# 08-148-CEB

The Seminole County Sheriff's Office requests that the Department of Planning and Development petition the Board of County Commission to enter an order requiring the Respondent in the above-styled case to pay the costs of investigation incurred by this office during the investigation and presentation of said case. The below items detail the activities and associated costs for investigating this case.

Code Enforcement Officer: Pamela Taylor

DATE	PERSONNEL ACTIVITY	HOURS
07/18/08	Inspection	.30
07/22/08	Notice of code violation mailed	.30
08/12/08	Filed case for CEB Hearing	.30
08/13/08	Inspection	.30
09/15/08	Property posted for CEB Hearing	.30
09/15/08	Inspection, photos taken on 09/19/08	.30
09/22/08	Phone call from Gary Williams	.30
09/25/08	CEB Hearing	1.0
10/28/08	Inspection	.30
	TOTAL HOURS	6.0
		x $36.07
	TOTAL PERSONNEL COSTS	

DATE	PERSONNEL ACTIVITY	COST
03/19/09	Phone call to Gary Williams	.30
04/07/09	Inspection and photos	.30
	TOTAL PERSONAL COSTS	**$**

The Seminole County Sheriff's Office has incurred actual costs in the amount of **$216.42** during the investigation and prosecution of the defendant in this case. Said costs are supported and documented as listed above. Personnel costs are calculated at a rate of $36.07 per hour, as determined by the Financial Services Section of the Seminole County Sheriff's Office. Tangible goods and contractual services are indicated as required and at a direct cost to the Office.

Signature of Code Enforcement Officer: _____ 04/15/09
DATE

Attested to this 15th day of April, 2009, by _____
Notary or Law Enforcement Officer

SATISFACTION OF LIEN
AS TO PARTICULAR PARCEL

THIS instrument disclaims and releases the lien imposed by the Order Finding Non-Compliance and Imposing Fine/Lien, issued by the Seminole County Code Enforcement Board in Case No. 08-148-CEB, filed against GARY WILLIAMS and filed by and on behalf of Seminole County, on December 4, 2008, and recorded in Official Records Book 07105, Pages 1369 - 1370, of the Public Records of Seminole County, Florida, against the following described real property:

LEG LOT 5 6 & 7 BLK 9 PINE LEVEL
PB 6 PG 37

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

DATED this _____ day of _____, 2009.

ATTEST:

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

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BOB DALLARI, Chairman

Date: _____

As authorized for execution by the
Board of County Commissioners at their
April 28, 2009 regular meeting.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Water and Sewer Capital Improvement Program Briefing

DEPARTMENT: Environmental Services **DIVISION:** Planning Engineering Inspections

AUTHORIZED BY: Joe Forte **CONTACT:** Carol Hunter **EXT:** 2021

MOTION/RECOMMENDATION:
Approve 2009 Revalidation of the Water and Sewer Capital Improvement Program (CIP) and associated revalidation BAR.

County-wide Dennis Westrick, Drew Jeter (CH2M Hill)

BACKGROUND:
In April 2005, the County advertised a Request for Proposals (RFP) for Program Management services to support Environmental Services' Capital Improvement Plan (CIP). After award of the contract for services (March 2006), the first phase of Program Management addressed validation and confirmation of the CIP. The confirmation effort determined that particular CIP projects were under-funded, and the effort identified certain unfunded projects needed to meet St. Johns River Water Management District (SJRWMD) and Florida Department of Environmental Protection (DEP) requirements for permit and regulation compliance.

On July 18, 2006 a Work Session was held where Environmental Services staff presented to the Board of County Commissioners information on the updated CIP. At the Work Session, revised estimates of CIP costs totaling $332 million were presented, and the Board directed staff to proceed in an expeditious manner with an accelerated Program Management effort.

On September 12, 2006 the Board approved a utility rate increase to support bond funding of the CIP Program and in December 2006 the County secured bond funding of $154 million to implement the first phase of the CIP Program.

A program portfolio updating the 2006 portfolio was presented to the Board in June of 2007. The following year, the annual revalidation and reprioritization was presented to the Board in April of 2008. Staff will be presenting the next cycle of revalidation and reprioritization for 2009.

STAFF RECOMMENDATION:
Staff recommends that the Board approve the 2009 Revalidation of the CIP and associated CIP BAR.

ATTACHMENTS:

1. Revalidation BAR
2. presentation

Additionally Reviewed By:

- [x] Budget Review (Karen Hufman, Lisa Spriggs)

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Analyst	4/15/09 Date
Budget Manager	Date
Director	Date
09-47 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: Environmental Services
Fund(s): **Water and Sewer Funds**

PURPOSE: Adjustment of capital project funding based on Project Consultant's Re-validation.

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
See attached	See attached	See attached	31,272,954
Total Sources			**$31,272,954**

Uses:

Account Number	Project #	Account Title	Amount
See attached	See attached	See attached	31,272,954
Total Uses			**$31,272,954**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2009-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

_____
Maryanne Morse, Clerk to the
Board of County Commissioners

By:_____
Bob Dallari, Chairman

Date: _____

Date: _____

Entered by County Finance Department

_____

Date: _____

Sources:

Account Number	Project #	Account Title	Amount
40100.087805.560650	056601	Construction in Progress	$377,853
40102.087879.560650	056601	Construction in Progress	$73,080
40100.087805.560650	063601	Construction in Progress	$18,865
40100.087805.560650	064501	Construction in Progress	$249,768
40105.087817.560650	064501	Construction in Progress	$27,053
40102.087879.560650	064501	Construction in Progress	$572,942
40105.087817.560650	065201	Construction in Progress	$486,398
40105.087817.560650	067201	Construction in Progress	$58,553
40100.087805.560650	083101	Construction in Progress	$608,750
40105.087817.560650	164301	Construction in Progress	$4,205,001
40103.087880.560650	164501	Construction in Progress	$219,230
40105.087817.560650	168801	Construction in Progress	$1,393,704
40100.087805.560650	178101	Construction in Progress	$162,731
40105.087817.560650	178101	Construction in Progress	$27,935
40105.087817.560650	182301	Construction in Progress	$652,501
40105.087817.560650	193201	Construction in Progress	$295,942
40105.087817.560650	193301	Construction in Progress	$12,333
40105.087817.560650	193601	Construction in Progress	$208,339
40102.087879.560650	193601	Construction in Progress	$133,248
40105.087817.560650	195501	Construction in Progress	$50,000
40100.087805.560650	200401	Construction in Progress	$121,345
40105.087817.560650	201101	Construction in Progress	$18,610
40100.087805.560650	201501	Construction in Progress	$471,707
40100.087805.560650	203101	Construction in Progress	$420,806
40105.087817.560650	203101	Construction in Progress	$122,560
40102.087879.560650	203201	Construction in Progress	$172,086
40105.087817.560650	203301	Construction in Progress	$1,205,496
40105.087817.560650	203801	Construction in Progress	$31,455
40105.087817.560650	203901	Construction in Progress	$37,874
40105.087817.560650	204001	Construction in Progress	$1,000,000
40105.087817.560650	207801	Construction in Progress	$145,892
40105.087817.560650	214701	Construction in Progress	$48,803
40105.087817.560650	216401	Construction in Progress	$602,013
40105.087817.560650	216501	Construction in Progress	$1,880,582
40102.087879.560650	216501	Construction in Progress	$79,603
40105.087817.560650	216601	Construction in Progress	$488,609
40102.087879.560650	216701	Construction in Progress	$569,369
40105.087817.560650	216901	Construction in Progress	$136,824
40105.087817.560650	217201	Construction in Progress	$5,039,324
40105.087817.560650	217401	Construction in Progress	$411,781
40105.087817.560650	217701	Construction in Progress	$145,892
40105.087817.560650	217801	Construction in Progress	$380,690
40105.087817.560650	219701	Construction in Progress	$512,081

40103.087880.560650	223001	Construction in Progress	$22,535
40105.087817.560650	223101	Construction in Progress	$22,725
40105.087817.560650	247901	Construction in Progress	$145,893
40105.999903.599998		Reserves for Contingency	$7,204,173
		TOTAL	$31,272,954

Uses:

Account Number	Project #	Account Title	Amount
40102.087817.560650	021701	Construction in Progress	$154,571
40105.087817.560650	024803	Construction in Progress	$61,961
40105.087817.560650	056601	Construction in Progress	$374,171
40100.087805.560650	065101	Construction in Progress	$61,929
40105.087817.560650	082904	Construction in Progress	$226,504
40105.087817.560650	083101	Construction in Progress	$117,983
40105.087817.560650	178301	Construction in Progress	$240,720
40105.087817.560650	181601	Construction in Progress	$7,105,679
40102.087879.560650	181601	Construction in Progress	$1,445,757
40105.087817.560650	195201	Construction in Progress	$120,933
40103.087880.560650	195201	Construction in Progress	$241,765
40105.087817.560650	195701	Construction in Progress	$445,490
40105.087817.560650	217101	Construction in Progress	$706,529
40100.087805.560650	223201	Construction in Progress	$1,292,464
40100.087805.560650	227401	Construction in Progress	$1,077,432
40105.087817.560650	227401	Construction in Progress	$15,023,110
40105.087817.560650	243501	Construction in Progress	$2,475,956
40105.087817.560650	255201	Construction in Progress	$100,000
		TOTAL	$31,272,954

Seminole County Environmental Services

Water & Sewer Capital Improvement Program

2009 CIP Revalidation

April 28, 2009

2009 Revalidation

- During Jan 09 CIP Revalidation Presentation BCC Asked The Program Team To Ensure Remaining Available Funds Be Targeted to Most Critical Requirements
  - *Revise 2009 Revalidation Plan to Make Best Use of Available Funds*
  - *Consider Use of Some Reserve Funds*

Current CIP Funds Status

Spent to Date (FY06-09)	$97M
Remaining Under Contract	+$24M
SUBTOTAL (Funds Obligated)	$121M
Projects In Bid Phase	+$67M
TOTAL (Funds Committed)	$188M
Total Avail Funds (FY06-09)	Approx $223M
Total Funds Committed	-$188M
Remaining Available Funds	$35M

CH2MHILL

Plan for Available Funds

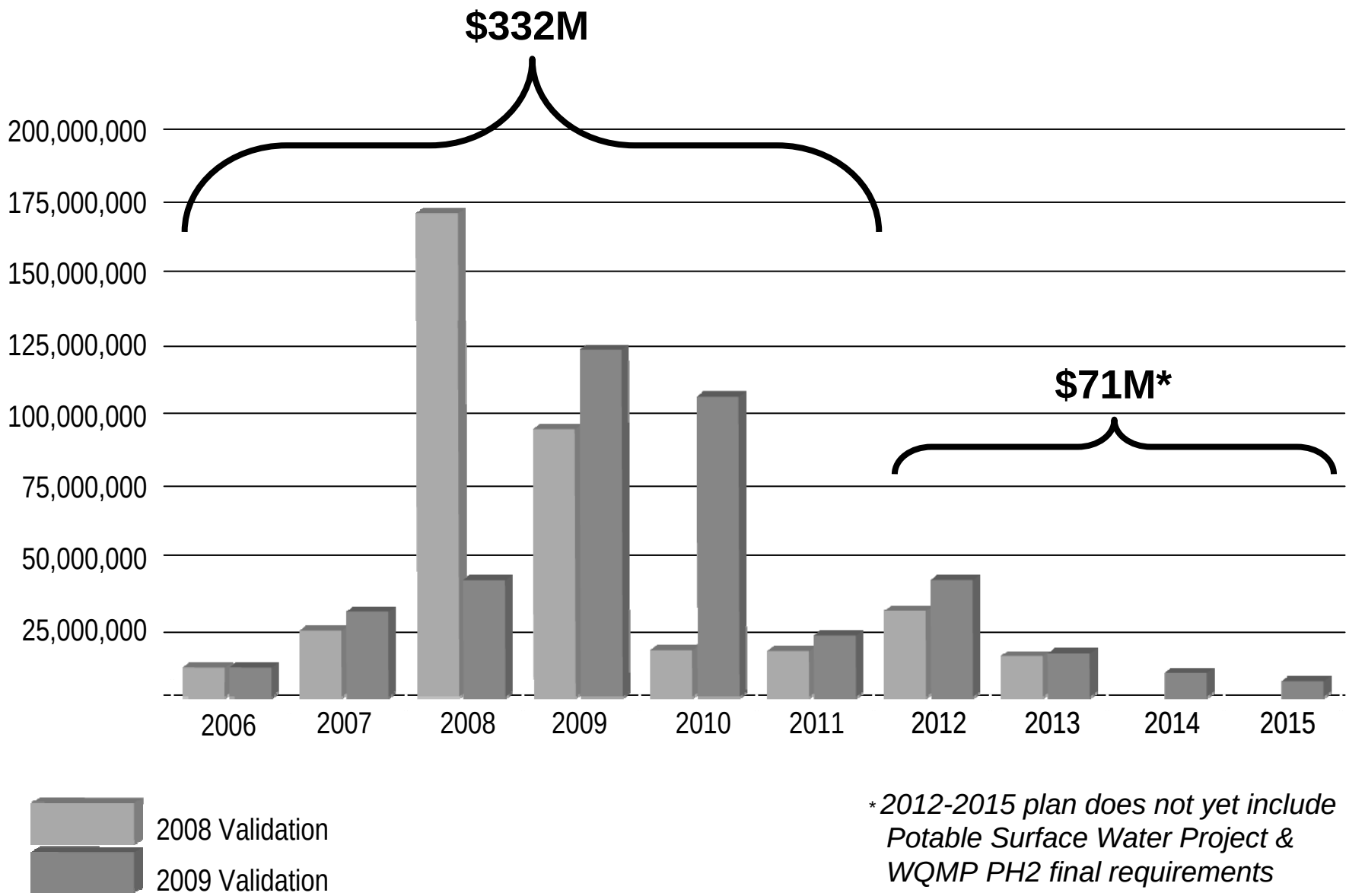
(* – Orange Amounts Deferred to 2nd Bond)	Original Plan ($M)	Change ($M) *	Revised Plan ($M)
Contingencies For Current Design & Construction Contracts	2.6	-0.7	1.9
Agreements	4.0	-1.0	3.0
Yankee Lake Potable SWTF	5.2	-4.7	0.5
Heathrow Blvd Reclaimed Main	4.6	-	4.6
Indian Hills WTP Upgrade	2.5	-	2.5
Minor Roads Utility Adjustments	2.4	-0.4	2.0
Lake Emma Road Utility Adjustments	1.7	-	1.7
Lake Harriet Transmission Main	1.1	+0.1	1.2
Markham WTP Upgrade Final Design	1.8	-	1.8
Multiple Other Projects (11)	5.4	-0.6	4.8
TOTAL	31.2	-7.5	23.9

Plan for Available Funds

Revised Plan Subtotal	$23.9M
2nd Bond Projects Moved Forward	
- Greenwood Lakes WWTF Improvements	$16.8M
- Residential Reclaimed Retrofit Phase V Design	$1.3M
- SER Interim Improvements Final Design	$0.6M
REVISED PLAN TOTAL	$42.6M
Less Currently Available	$35.4M
Amount To Be Transferred From Reserves	$7.2M

2009 Revalidation Plan

2006 – 2015 CIP ($403M)



** 2012-2015 plan does not yet include Potable Surface Water Project & WQMP PH2 final requirements*

2009 Revalidation Summary

- Revalidation Plan Revised To Ensure Available Funds Used For Most Critical Requirements
  - *Incorporated GWL WWTF & Other Critical 2nd Bond Requirements*
  - *Deferred Some Requirements to 2nd Bond*
- 2006 – 2011 CIP Remains Balanced to $332M
- *Request BCC Approve 2009 Revalidation & BAR*

Program Timeline

- Where We've Been
  - *2006 Validation* — *July 2006*
  - *5yr Rate Plan Approved* — *September 2006*
  - *1st Bond Disbursement* — *December 2006*
  - *2007 Validation* — *June 2007*
  - *2008 Validation* — *April 2008*

Program Timeline (cont.)

- Where We Are
  - *2009 Validation* — *April 2009*
- Where We're Going
  - *2nd Bond Approval* — *June 2009*
  - *2nd Bond Disbursement* — *Oct/Nov 2009*

Yankee Lake SWTF Timeline

- Phase 1 Construction Advertised — May 2009
- Phase 2 Memo of Understanding — June 2009
- Phase 1 Construction Bids Received — July 2009
- Phase 2 Water Supply Agreement — October 2009
- Phase 1 Construction Start — October 2009
- Phase 1 Construction Complete — Summer 2011

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Seminole County Mosquito Control Program Briefing

DEPARTMENT: Public Works **DIVISION:** Roads-Stormwater

AUTHORIZED BY: Gary Johnson **CONTACT:** Edward Horvath **EXT:** 5568

MOTION/RECOMMENDATION:
Provide a status report regarding the establishment and progress of the Seminole County Mosquito Control Program.

County-wide Edward Horvath

BACKGROUND:
Between September and December 2008, the Mosquito Control Program Manager presented a status report to each of the seven (7) municipality Commissions and thereafter updated the individual County Commissioners. In accordance with the Memorandum of Agreement between the County and each municipality and direction from the BCC, the Mosquito Control Program is consolidating the individual programs into one comprehensive, science-based program in order to prevent duplication of efforts while increasing efficiency and effectiveness, ultimately protecting the residents from pestiferous and disease-carrying mosquitoes.

This presentation addresses current status of the Mosquito Control Program, answers questions regarding consolidation efforts and provides insight to accomplishments by creation of partnerships between Seminole County, the municipalities, Health Department, Department of Agriculture and Consumer Services, universities and surrounding counties.

ATTACHMENTS:

1. Presentation - Mosquito Control 042809

Additionally Reviewed By:
No additional reviews

Countywide Mosquito Control Program

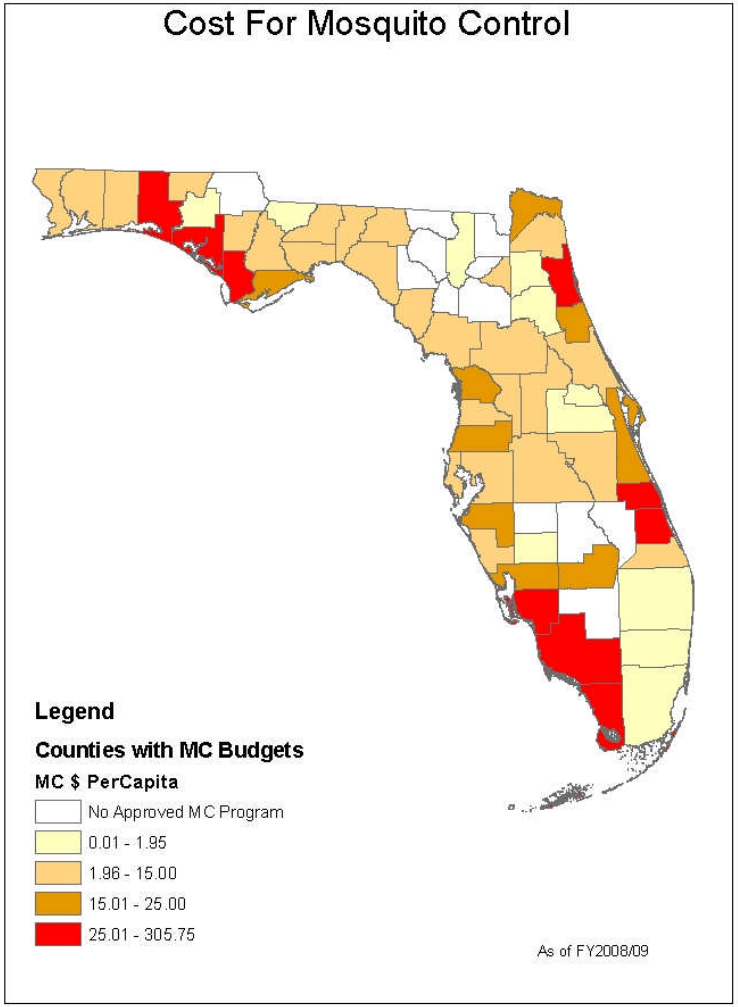
Status Report for the Implementation of Countywide Mosquito Control

April 28, 2009

Status

- Countywide Mosquito Control Program established as a State Approved Program by the FDACS.
  - Eligible for and receiving State Aid
- Currently in year two of a three-year implementation plan.
- There is no longer any contingency by the State for emergency spraying.

Statewide Comparison



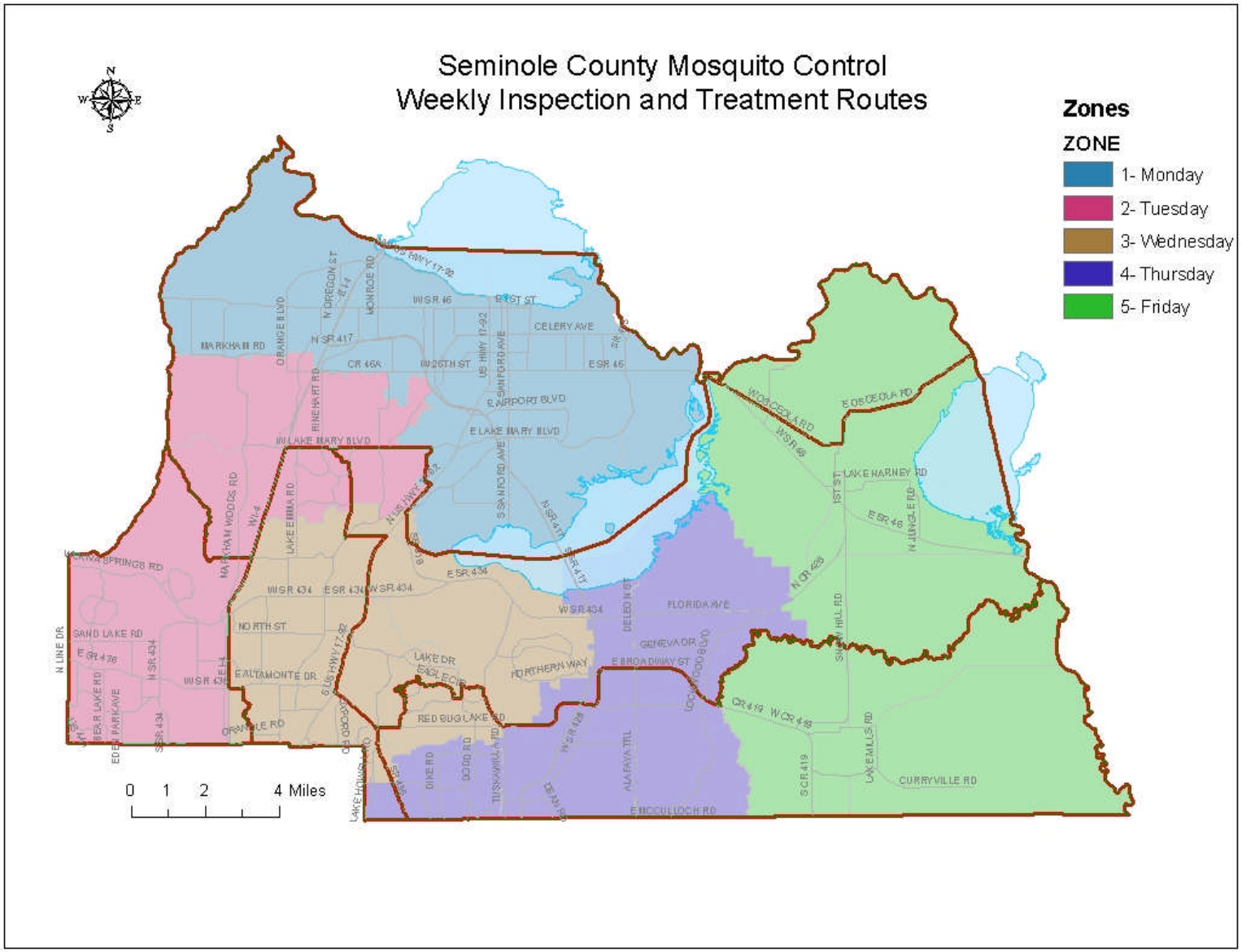
Services Provides

- In-House
  - Ground Adult Mosquito Control
  - Ground Larval Control
  - Surveillance
  - Public Education
  - Source Reduction
- Contracted Services
  - Aerial Larviciding
  - Aerial Adulticiding
  - Sample Testing

Current Level of Service

- Focused on establishing the Program
- Science Based Program
  - Public Education, Countywide larval and adult mosquito control & Customer Service
- <u>Adulticiding is each municipality's responsibility</u>
  - County is coordinating treatments

Countywide Zones



Efficiencies and Savings

- Staff
  - Minimal Full-Time Employees
  - Seasonal Employees
- Equipment
  - Vehicles
  - State Aid
- Aerial Treatments
- Consolidation
- Statewide Partnerships

Consolidated Program

Significant Benefits of a Comprehensive & Integrated Program:

- Science-based control, focusing on an IPM approach
- Less adverse impact on the environment & more efficient use of pesticides
- Focused Treatments reduces overall inefficiencies.

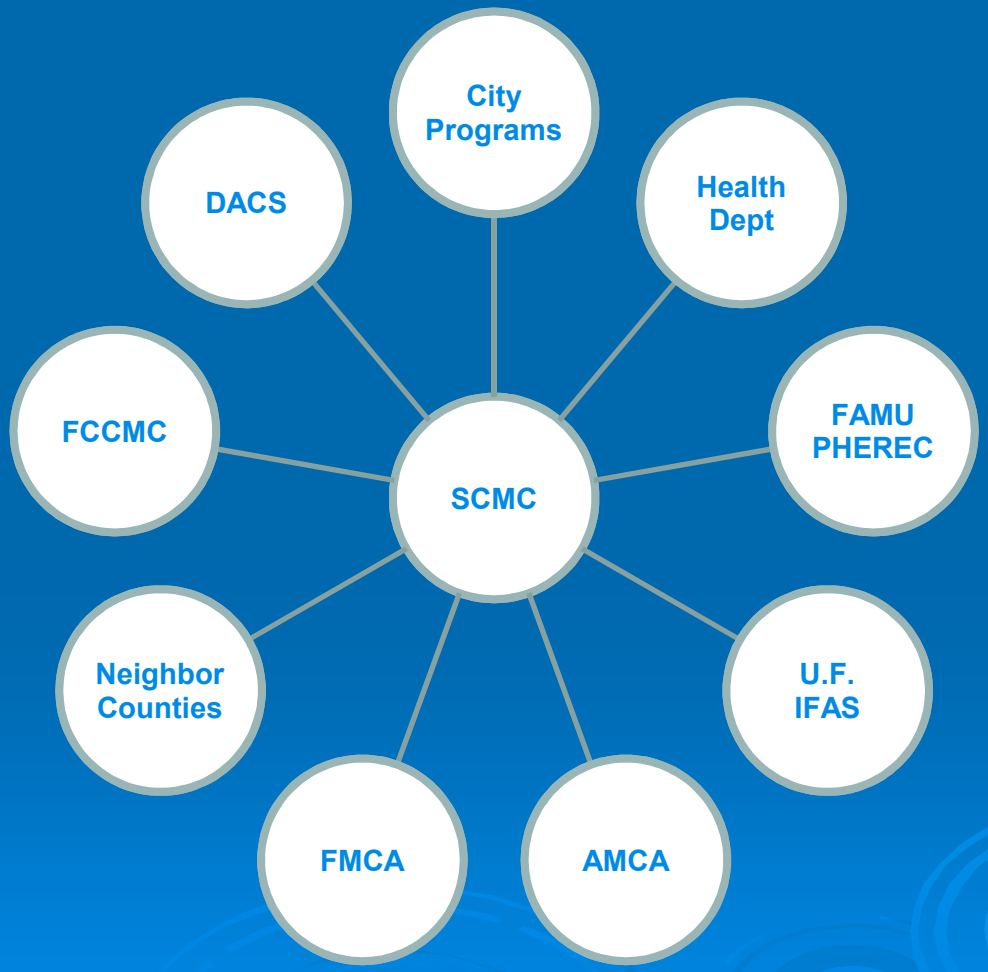
Consolidated Program

(continued)

- Consistent and effective Public Education
- Reduces duplication of efforts
- More effective control measures
- Consistent level of service

- ***Mosquitoes Know no Boundaries!***

Partnerships



Implementation Schedule

Year 2 (FY2008/09)

- County Program at half staff
- County continues in-house adulticiding in un-incorporated area

Year 3 (FY2009/10)

- Establish Surveillance portion of Program
- Fully implemented Program by Oct 1, 2010
  - Phase out separate City programs
    - Cities will still supplement truck spray

Countywide Mosquito Control Contact Information

- Phone: (407) 665-5542
- Fax: (407) 665-5634
- Email: mosquito@seminolecountyfl.gov
- Website: www.seminolecountyfl.gov/pw/mosquito

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Budget Amendment Status Report FY 2008/09 - for the Period Ending March 31, 2009

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Polk **EXT:** 7177

MOTION/RECOMMENDATION:
Informational Budget Amendment Status Report FY 2008/09 - for the period ending March 31, 2009.

County-wide Lin Polk

BACKGROUND:

Pursuant to Seminole County Administrative Code 22.5, Section I(3)(b), the Board of County Commissioners has empowered the County Manager or designee, as designated Budget Officer, to authorize specified intra-departmental budget amendments. In compliance with Section I(4)(b) of the referenced code, reporting is being provided to the Board of all budget amendments approved under the administrative authority granted and of budgetary performance and status throughout the fiscal year.
Seminole County Administrative Code 22.5, Section I (3)(b) authorizes the following:

"(i) Transfers of non-project appropriations within a fund or subfund and within a department or division that do not alter or amend a Department's or Division's Board approved work plan.

(ii) Transfers of appropriations among subfunds/business units and object classifications established to facilitate compliance with a specific grant funding agreement.

(iii) Transfers among sub-objects within a project within a fund or subfund or among a Family of Projects, when deemed necessary as a management tool.

(iv) Transfer from Project Contingency to provide additional funds required for a deficient capital outlay project.

(v) Transfer to Project Contingency from a capital outlay project upon completion of the unexpended budget.

(vi) Transfer required for the sole purpose of proper accounting treatment of the item, which do not modify the original budgetary intent."

Attached is status report for all FY 2008/09 intra-departmental budget amendments approved (under the administrative authority granted) for the period ending March 31, 2009.

ATTACHMENTS:

1. Budget Transfer Update 08/09
2. Infrastructure Sales Tax (1991) Project Contingency 08/09
3. Infrastructure Sales Tax (2001) Project Contingency 08/09
4. Arterial Impact Fee 08/09
5. Natural Lands/Trails Project Contingency 08/09

Additionally Reviewed By:
No additional reviews

DFS REPORT
FY 2009

DFS #	Date Approved by County Manager	Fund Name / Department	Division	From Business Unit Name	To Business Unit Name	From (Object Class) / To (Object Class)	From Project Name	To Project Name	Amount	Transfer Type I(3)(b)	Description
09-01	10/15/08	General Fund Leisure Services	Greenways & Trails	Various	Various	Operating Expenditures Operating Expenditures			$ 319,837	(vi)	Accounting Adjustment
09-03	10/23/08	Various Public Works	Engineering	Unchanged	Unchanged	Capital Outlay Capital Outlay	Project Contingency	Airport Boulevard	$ 125,000	(iv)	Additional funding
09-04	10/23/08	01 Sales Tax Public Works	Engineering	Unchanged	Unchanged	Capital Outlay Capital Outlay	Project Contingency	CR 46A at Colonial	$ 50,000	(iv)	Additional funding
09-02	11/19/08	General Fund Various	Various	Various	Various	Revenue Revenue			$ 9,283,480	(vi)	Accounting Adjustment
09-05	12/01/08	General Fund Public Safety	Admin	Ems Perf Mngmt	Director's Office	personal Services personal Services			$ 8,574	(i)	Accounting Adjustment
~~09-06~~			~~Void~~							vi	~~Void~~
~~09-08~~			~~Void~~								~~Void~~
09-09	11/20/08	Public Safety Grants Public Safety	Emergency Management	Unchanged	Unchanged	Operating Expenditures Operating Expenditures			$ 24,016	vi	Accounting Adjustment
09-10	12/16/08	General Fund Constitutional Officers	Sheriff	Unchanged	Unchanged	Revenue Revenue			$ 142,951	vi	Accounting Adjustment
09-11	12/16/08	Fire Protection Fund Public Safety	EMS/Fire/Rescue	Ems/Fire Operations	EMS/Fire Admin	personal Services personal Services			$ 125,507	(vi)	Accounting Adjustment
09-07	12/19/08	Various Various	Various	Unchanged	Unchanged	Internal Charges / Other Grants & Aids		CRAs	$ 353,710	(i)	Operational Adjustment
09-12	01/09/09	2001 Sales Tax Public Works	Engineering	Unchanged	Unchanged	Capital Outlay Capital Outlay	Snowhill Road Sidewalk	Contingency	$ 98,060	(v)	Completed Project
09-13	12/23/08	General Fund Information Technology Services	Enterprise Software	Unchanged	Unchanged	Operating Expenditures Capital Software			$ 35,220	(vi)	Accounting Adjustment
09-14	01/09/09	Natural Lands / Trails Public Works	Engineering	Unchanged	Unchanged	Capital Outlay Capital Outlay	Cross Seminle Trail	Contingency	$ 88,920	(v)	Completed Project
09-16	02/10/09	General Fund Library	Various	044203 and 044205	044202	personal Services personal Services			$ 83,967	(i)	Operational Adjustment
09-17	02/10/09	17/92 Redevelopment TI Fund Planning & Development	Planning	Unchanged	Unchanged	Reserve for Contingency Capital Improvement Contingency			$ 5,825,019	(vi)	Accounting Adjustment
09-15	01/09/09	2001 Sales Tax Public Works	Engineering	Unchanged	Unchanged	Capital Outlay Capital Outlay	Old Lake Mary Road / Lake Howell	North Street / Dodd Road / Old Lake Mary Road	$ 446,000	(iii)	Intra-family Transfer
09-19	03/05/09	Community Development Block Grant	Community Assistance	Unchanged	Unchanged	Grants & Aids Capital Outlay	none	Jamestown Sanitary Sewer	$ 100,000	(ii)	Grant adjustment

Grayed area has been previously reported
* Voided

Infrastructure Sales Tax (1991)
Project Contingency

Beginning Balance		Adopted Budget	362,434
BAR/BCR/DFS #	Project #	Project Name	
DFS 09-03	00006102	Airport Boulevard Phase II & III	(51,250)
Ending Balance			311,184

Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.

*Shaded area has been previously reported.

Infrastructure Sale Tax (2001)
Project Contigency

Beginning Balance		Adopted Budget	400,000
BAR/BCR/DFS #	Project #	Project Name	
DFS 09-04	00191659	CR 46A at Colonial Parkway	(50,000)
DFS 09-12	00192594	Snowhill Road Sidewalk	98,060
Ending Balance			448,060

Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.

*Shaded area has been previously reported.

Arterial Impact Fee
Project Contingency

Beginning Balance		Adopted Budget	78,156
BAR/BCR/DFS #	Project #	Project Name	
DFS 09-03	00006102	Airport Boulevard Phase II & III	(73,750)
Ending Balance			4,406

Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.

Natural Lands / Trails
Project Contingency

Beginning Balance		Adopted Budget	-
BAR/BCR/DFS #	Project #	Project Name	
DFS 09-14	00187702	Cross Seminole Trail	88,920
Ending Balance			88,920

Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Legislative Update

DEPARTMENT: County Manager Office **DIVISION:**

AUTHORIZED BY: Cindy Coto **CONTACT:** Sabrina O'Bryan **EXT:** 7224

MOTION/RECOMMENDATION:
Brief the Board of County Commissioners on legislative activities.

County-wide Sabrina O'Bryan

BACKGROUND:
Brief the Board of County Commissioners on legislative activities.

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Deer Run Right-of-Way Island Vacate and Abandonment

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Alan Willis **EXT:** 7332

MOTION/RECOMMENDATION:

1. Adopt and authorize the Chairman to execute the Resolution to vacate and abandon the unpaved island that lies immediately North of Red Bug Lake Road and in the approximate center of Eagle Circle at the entrance to "Deer Run" subdivision and also a variance of the Seminole County Land Development Code Section 30.1243(3 & 4) as to sign location, as recorded in Plat Book 29, Pages 17 and 18, of the Public Records of Seminole County, Florida, in Section 21, Township 21 S, Range 30 E, as requested by Property Owners Association #1 (Dorothy Dennis, President), applicant.

2. Deny the request to vacate and abandon the unpaved island that lies immediately North of Red Bug Lake Road and in the approximate center of Eagle Circle at the entrance to "Deer Run" subdivision and also a variance of the Seminole County Land Development Code Section 30.1243(3 & 4) as to sign location, as recorded in Plat Book 29, Pages 17 and 18, of the Public Records of Seminole County, Florida, in Section 21, Township 21 S, Range 30 E, as requested by Property Owners Association #1 (Dorothy Dennis, President), applicant.

3. Continue the public hearing until a time and date certain.

District 1 Bob Dallari Alan Willis

BACKGROUND:

The applicant, Property Owners Association #1(Dorothy Dennis, President), is requesting to vacate and abandon the unpaved island that lies immediately North of Red Bug Lake Road and in the approximate center of Eagle Circle at the entrance to "Deer Run" subdivision and also a variance to the Seminole County Land Development Code Section 30.1243(3 & 4) as to sign location, as recorded in Plat Book 29, Pages 17 and 18, of the Public Records of Seminole County, Florida, in Section 21, Township 21 S, Range 30 E. The objective of the vacate and abandonment of the unpaved island along with the variance for the sign is for the Property Owner's Association to be wholly responsible for this piece of property and to resolve the issue of the masonry feature on said island. Upon approval, the applicant will need to apply for a sign permit through the Building Department for the existing sign. The applicant, Property Owners Association #1(Dorothy Dennis, President) has granted a Drainage and Utility Easement over the entire vacated area to Seminole County. The subject right of way island vacate is not needed for public access and the proposed vacate will not hinder access to any adjacent properties. The fee for the unpaved island right of way vacate, up to $1500.00, was waived by the Board of County Commissioners at the October 28, 2008 Board meeting. The applicant has provided letters from all applicable utility companies stating "no objections" to the requested vacate. This request complies with the requirements and under the authority for vacating a right of way of Chapter 336.09 and 336.10, Florida Statutes.

STAFF RECOMMENDATION:

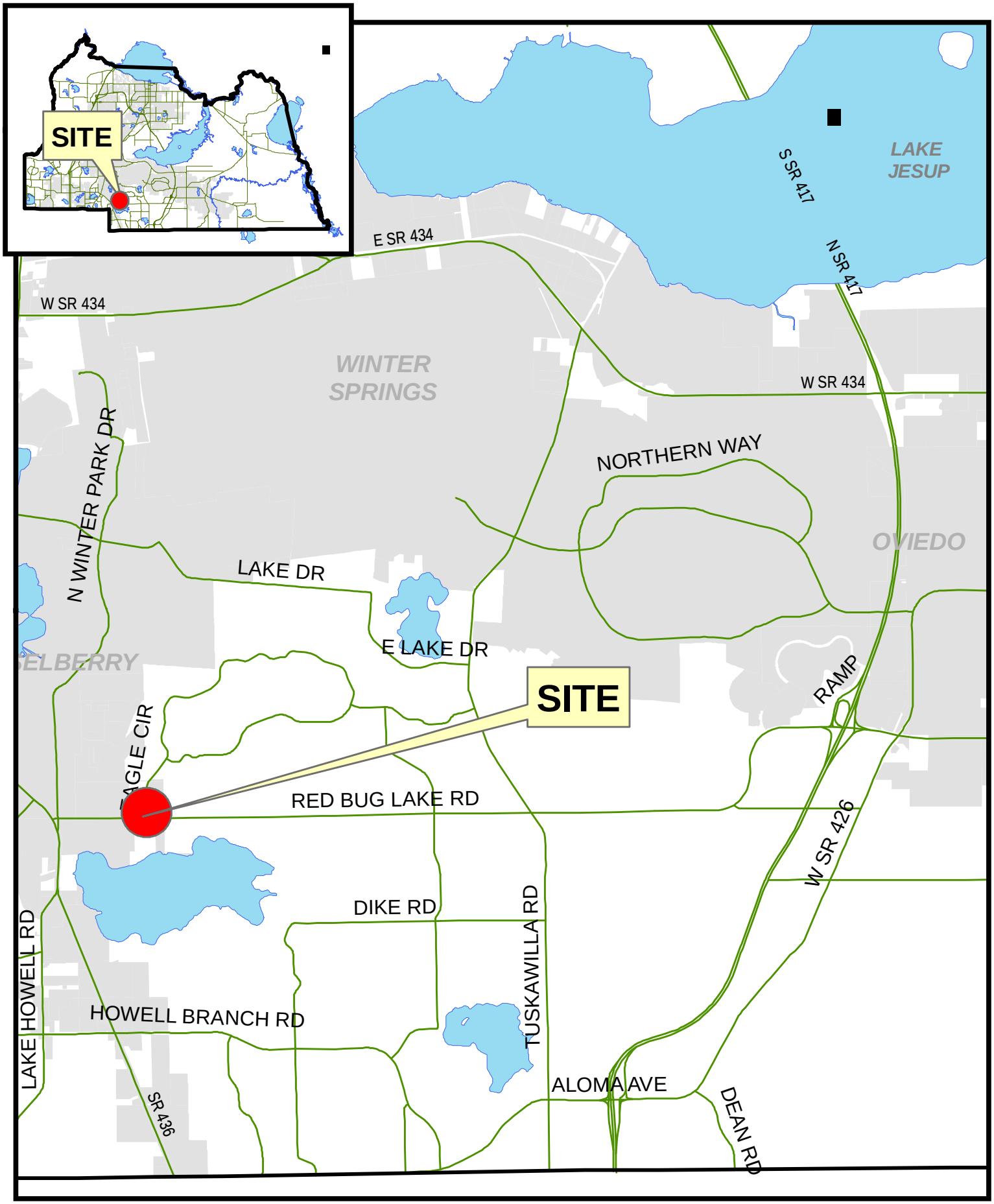
Staff recommends that the Board adopt, and authorize the Chairman to execute the Resolution to vacate and abandon the unpaved island that lays immediately North of Red Bug Lake Road and in the approximate center of Eagle Circle at the entrance to "Deer Run" subdivision and also the variance of the Land Development Code as to sign location.

ATTACHMENTS:

1. Maps and Aerials
2. Maps and Aerials
3. Maps and Aerials
4. Sketch of Description
5. Deer Run Drainage and Utility Easement
6. Deer Run ROW Vacate Harmless

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



Deer Run ROW Vacate

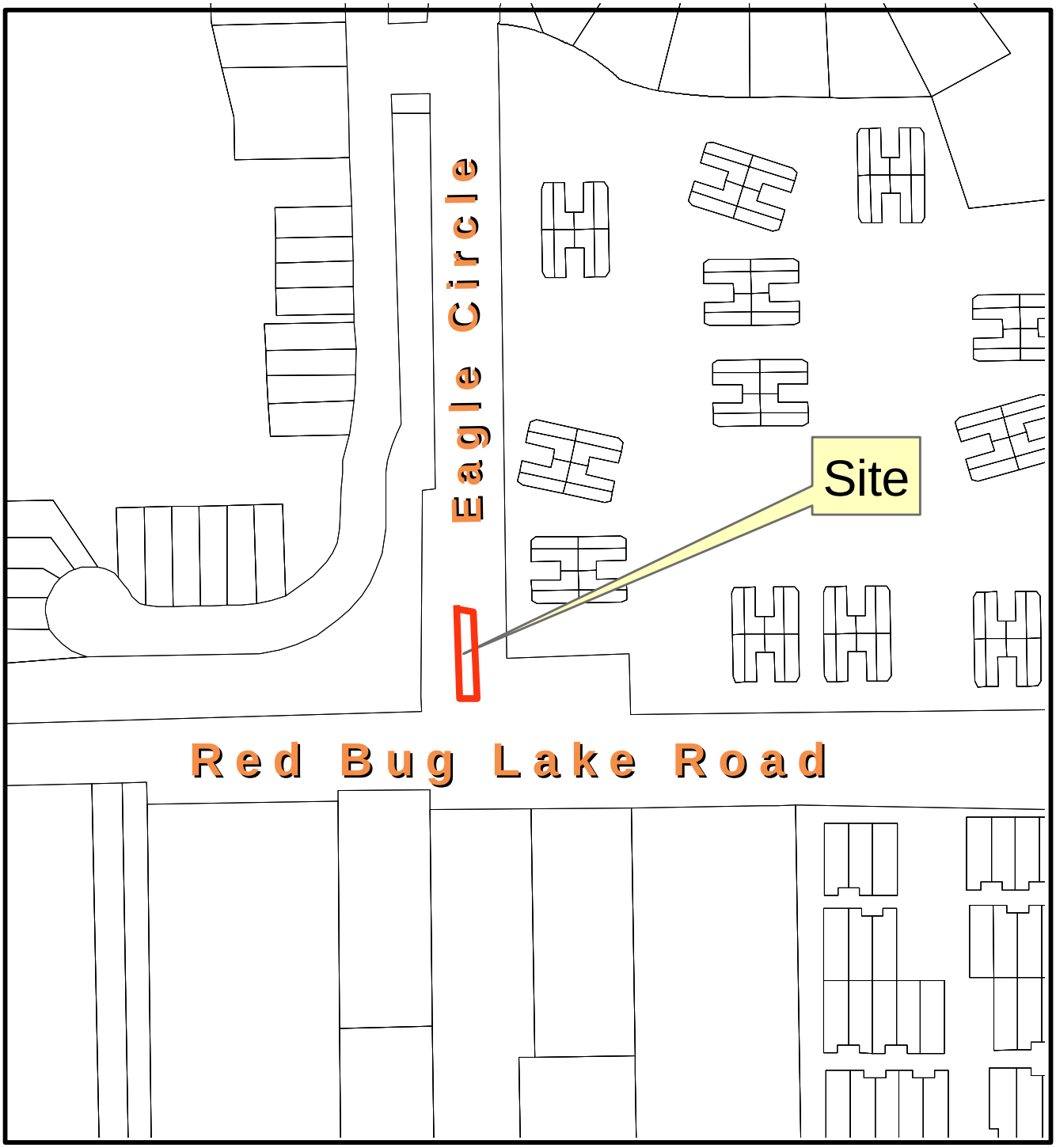
EXHIBIT A

Deer Run ROW Vacate

Parcel
Subject Property

January 2008 Color Aerials

EXHIBIT C



Deer Run ROW Vacate
Location Map

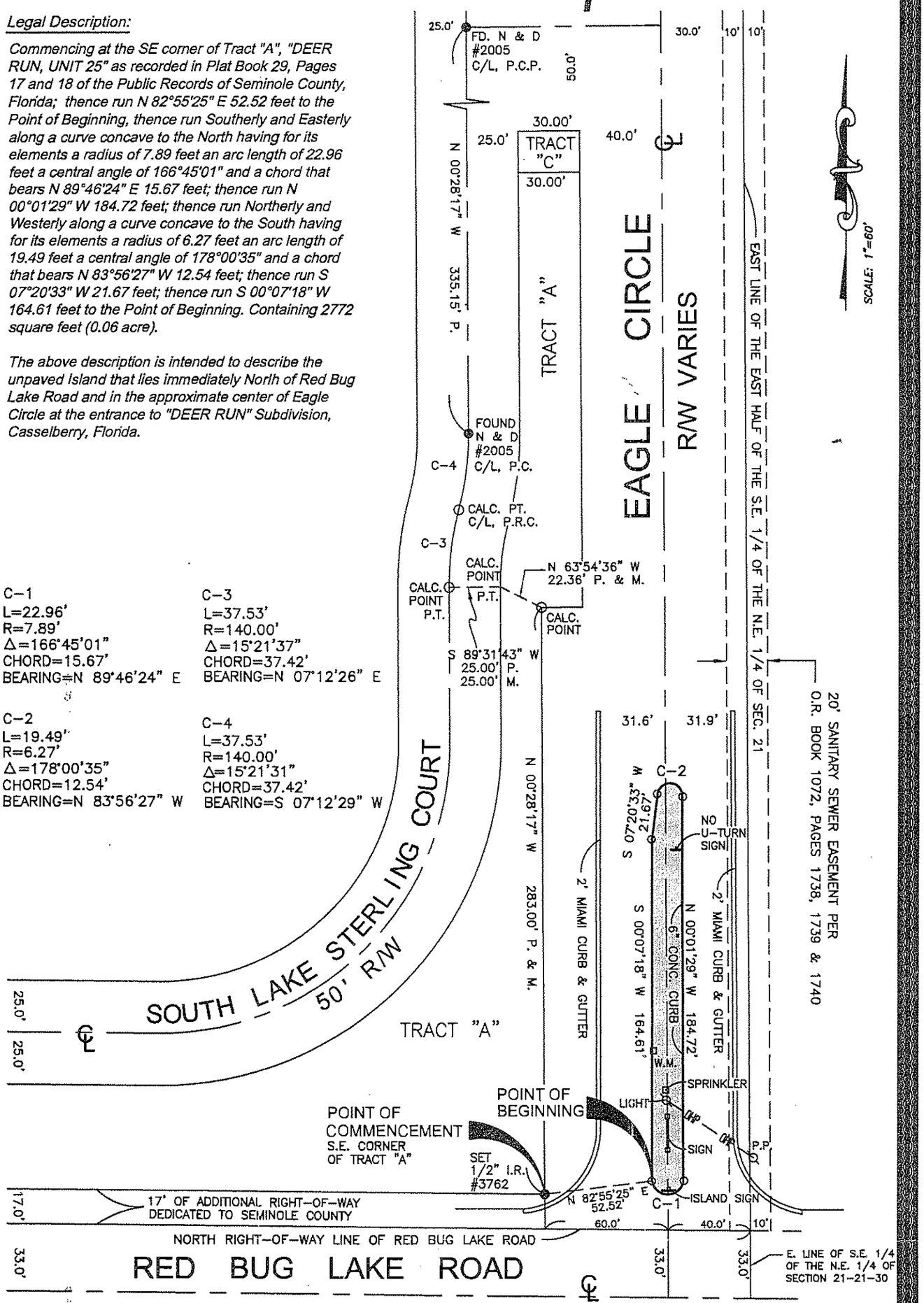
EXHIBIT B

Sketch of Description

Legal Description:

Commencing at the SE corner of Tract "A", "DEER RUN, UNIT 25" as recorded in Plat Book 29, Pages 17 and 18 of the Public Records of Seminole County, Florida; thence run N 82°55'25" E 52.52 feet to the Point of Beginning, thence run Southerly and Easterly along a curve concave to the North having for its elements a radius of 7.89 feet an arc length of 22.96 feet a central angle of 166°45'01" and a chord that bears N 89°46'24" E 15.67 feet; thence run N 00°01'29" W 184.72 feet; thence run Northerly and Westerly along a curve concave to the South having for its elements a radius of 6.27 feet an arc length of 19.49 feet a central angle of 178°00'35" and a chord that bears N 83°56'27" W 12.54 feet; thence run S 07°20'33" W 21.67 feet; thence run S 00°07'18" W 164.61 feet to the Point of Beginning. Containing 2772 square feet (0.06 acre).

The above description is intended to describe the unpaved Island that lies immediately North of Red Bug Lake Road and in the approximate center of Eagle Circle at the entrance to "DEER RUN" Subdivision, Casselberry, Florida.



Survey Number: 08-129

NOTE:
IN COMPLIANCE WITH FLORIDA STATUES 61G17-6.0031 (5) (E), IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLAT, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER.

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS A TRUE AND CORRECT REPRESENTATION OF A SKETCH PREPARED UNDER MY DIRECTION.

SIGNED _____ *STATE OF FLORIDA*
CARL MICHAEL SMITH *LAND SURVEYOR & MAPPER NO. 3762*
MARCH 25, 2008, REVISED: FEBRUARY 3, 2009

FOR REFERENCE ONLY

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PHOTOCOPYING FORBIDDEN. COPYRIGHTED MATERIAL. ©

Cadastral Mapping Services, Inc.
CENTRAL FLORIDA SURVEYING AND MAPPING DIVISION
LB #7543
830 EYRIE DRIVE
SUITE 6C
OVIEDO, FLORIDA 32765
(407) 366-2531
Fax (407) 366-2505
TOLL FREE: 1-888-539-1527

EXHIBIT E

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07121 Pgs 1467 - 1469; (3pgs)
CLERK'S # 2009006856
RECORDED 01/21/2009 02:57:10 PM
DEED DOC TAX 0.70
RECORDING FEES 27.00
RECORDED BY L McKinley

Document prepared by:
Warren Lewis, Right-of-Way Agent
Right-of-Way Section
Seminole County Engineering Division
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Legal Description Approved by:
Steve L. Wessels, P.L.S.
County Surveyor
Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

DRAINAGE AND UTILITY EASEMENT

THIS DRAINAGE AND UTILITY EASEMENT is made and entered this 15th day of DECEMBER, 2008 by Deer Run Property Owners Association #1, Inc., A Florida Not-for-Profit Corporation whose mailing address is P.O. Box 181623, Casselberry, Florida 32707 hereinafter referred to as the GRANTOR and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the GRANTEE;

FOR AND IN CONSIDERATION OF the sum of ONE AND NO/100 DOLLAR ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant and convey to the GRANTEE and its assigns, a perpetual, exclusive and permanent right-of-way easement for drainage and utility purposes with full authority to enter upon, excavate, construct, and maintain, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, percolation or disposal areas or any combination thereof, together with appurtenant drainage structures, water pipes, sewer pipes, and other utility facilities over, under, upon and through the following described lands situate in the County of Seminole, State of Florida, to-wit:

> See Sketch of Description and Legal Description attached hereto as Exhibit "A"

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its assigns forever.

THE GRANTOR further gives and grants unto the GRANTEE and it's assigns, the right to use such other area of land adjoining the above described easement and right-of-way as may be necessary and proper for installing and maintaining drainage pipe or utility facilities and the use of the equipment necessary to be utilized in digging and/or excavating the drainage or utility area.

THE GRANTEE herein and its assigns shall have the right to clear, keep clear, remove from said easement all trees, undergrowth and other obstructions that may interfere with location, excavation, operation or maintenance of the drainage or utilities and any structures installed thereon by the GRANTEE and its assigns, and the GRANTOR, their successors and assigns agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said easement that may interfere with the location, excavation, operation or maintenance of the drainage or utilities and any facilities installed thereon.

DOROTHY DENNIS
1564 AMONA CT.
CASSELBERRY FL 32707

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY _____ DEPUTY CLERK

JAN 21 2009

GRANTOR does hereby covenant with the GRANTEE, that they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the said easement and that it is free from all encumbrances.

IN WITNESS WHEREOF, the **GRANTOR** has hereunto set their hand and seal, the day and year first above written.

WITNESSES:

(Sign) Mildred Spinner
Print Name: Mildred SPINNER

(Sign) Robert Spinner
Print Name: Robert Spinner

Deer Run Property Owners Association #1, Inc., A Florida Not-for-Profit Corporation

By: Dorothy Dennis

Title: President

(Corporate Seal)

STATE OF FLORIDA)
) SS
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 15 day December 2008, by Dorothy Dennis, as the Pres # POA#1 (Title) of Deer Run Property Owners Association # 1, Inc., A Florida Not-for-Profit Corporation, who is personally known to me or who has produced Cindy Garris as identification and did/did not take an oath.

Print Name: Cindy Garris
Notary Public in and for the County and State aforementioned.

CINDY M. GARRIS
MY COMMISSION # DD 785069
EXPIRES: July 20, 2012
Bonded Thru Notary Public Underwriters

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2009021027 BK07140 Pg 1065 (1pg) RECD 02/25/2009 09:30:14 AM
REC FEES 10.00, RECD BY L McKinley

ADDENDUM T0 DRAINAGE AND UTILITY EASEMENT

THIS ADDENDUM is made to the Drainage and Utility Easement document recorded in the Clerk of Court records for Seminole County. Said document was recorded 1/21/09 in BK 07121 Pgs 1467-1469, Clerk's #20090006856.

The OWNER shall indemnify and hold harmless the COUNTY from and against all claims, demands, disputes, damages, costs, expenses (to include attorney's fees whether or not litigation is necessary) incurred in enforcing or ensuring compliance with the terms and conditions of this Easement and/or expenditures incurred by the COUNTY as a result, directly or indirectly of the use or development of the property described above or of the use of the easement areas by the COUNTY or by third parties.

Dotty Dennis
1564 Almond Ct.
Casselberry Fl 32707

WITNESSES:

(Sign) Geraldine H. Williams
Print Name:
(Sign) Robert Wilt

Deer Run Property Owners Association #1, Inc., A Florida Not-for-Profit Corporation

By: Dorothy Dennis
Title: President

STATE OF FLORIDA)
) SS
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 18 **of February 2009, by** Dorothy Dennis **, as the** President **(Title) of Deer Run Property Association #1, A Florida Not-for-Profit Corporation, who is personally known to me or who has produced _____ as identification and did/did not take an oath.**

TOBY J BOUCKHUYT
Comm# DD0410894
Expires 6/28/2009
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Print Name: Toby J Bouckhuyt
Notary Public in and for the County and State aforementioned.

ACCEPTANCE BY SEMINOLE COUNTY:

WITNESS:

_____

_____

PLANNING & DEVELOPMENT DEPARTMENT
DEVELOPMENT REVIEW DIVISION
SEMINOLE COUNTY, FLORIDA

By:_____
Laurence Poliner, P.E.
Development Review Manager

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

_____
Seminole County Attorney's Office

Within the authority delegated by
the County Manager pursuant to
Seminole County Administrative
Code Section 3.25.

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, who is personally known to me or who has produced _____ as Identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 200_____.

_____

Print Name _____

Notary Public in and for the County and State Aforementioned

My commission expires: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Buck Creek Plantation Small Scale Land Use Amendment and Rezone

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Ian Sikonia **EXT:** 7398

MOTION/RECOMMENDATION:

1. Approve and enact an ordinance for a Small Scale Land Use Amendment from Low Density Residential (LDR) to Planned Development (PD) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development) on 5.3± acres, located on the south side of CR 419 approximately ¼ mile east of the intersection of Willingham Road and CR 419, and approve the attached Preliminary Master Plan and Development Order, and authorize the Chairman to execute the aforementioned documents; (Dave Axel, applicant); or

2. Deny the requested Small Scale Land Use Amendment from Low Density Residential (LDR) to Planned Development (PD) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development) on 5.3± acres, located on the south side of CR 419 approximately ¼ mile east of the intersection of Willingham Road and CR 419, and authorize the Chairman to execute the Denial Development Order; (Dave Axel, applicant); or

3. Continue until a time and date certain.

District 1 Bob Dallari Ian Sikonia

BACKGROUND:

The applicant, Dave Axel, is requesting a Rezone and Small Scale Land Use Amendment in order to construct a 36,000 square foot residential office development. This parcel is regulated under the Econlockhatchee River Protection Area Overlay standards. Within the 1,100 foot Econlockhatchee River Corridor Protection Zone, the requested rezone will allow all RP (Residential Professional) zoning uses and special uses, except communication towers. Outside the 1,100 foot Econlockhatchee River Corridor Protection Zone, all C-1 (Retail Commercial) zoning uses will be permitted except funeral homes, laundromats, and communication towers.

This property was originally a part of the Seminole County/City of Oviedo Joint Planning Agreement which targeted this parcel as neighborhood office. This parcel was subsequently removed from that agreement at the March 7, 2008 Board of County Commissioners hearing.

This project is located in an area which has a mixture of single-family subdivisions and a few small commercial centers. This site is surrounded by two church sites and a residential subdivision to the south. Due to the surrounding non-residential uses and the existing wetland to the south, the applicant is requesting waivers from the active/passive buffer and setback requirements of the Land Development Code. The applicant is also requesting a waiver from

the parking code standards to reduce the size of 65 spaces in order to save 5 large canopy trees on the northwest portion of the property.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on March 4, 2009 and voted 6 to 0 to recommend approval of a Small Scale Land Use Amendment from Low Density Residential (LDR) to Planned Development (PD) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development) on 5.3± acres, located on the south side of CR 419 approximately ¼ mile east of the intersection of Willingham Road and CR 419, and recommend approval of the attached Preliminary Master Plan, subject to the conditions in the attached Development Order, based on staff findings.

STAFF RECOMMENDATION:

Staff recommends the Board approve and enact an ordinance for a Small Scale Land Use Amendment from Low Density Residential (LDR) to Planned Development (PD) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development) on 5.3± acres, located on the south side of CR 419 approximately ¼ mile east of the intersection of Willingham Road and CR 419, and approve the attached Preliminary Master Plan and Development Order, and authorize the Chairman to execute the aforementioned documents.

ATTACHMENTS:

1. Staff Report
2. Location Map
3. Future Land Use and Zoning Map
4. Aerial Map
5. Buck Creek Pictometry Map
6. Preliminary Master Plan
7. Approval Development Order
8. Justification Statement Provided by Applicant
9. Letter in Opposition
10. 3-4-09 Planning and Zoning Commission Minutes
11. Rezone Ordinance
12. Land Use Ordinance
13. Denial Development Order
14. Ownership Disclosure Form

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

Buck Creek Plantation Small Scale Land Use Amendment from LDR to PD Rezone from A-1 to PUD		
APPLICANT	Dave Axel	
PROPERTY OWNER	Buck Creek Plantation, LLC	
REQUEST	Small Scale Land Use Amendment from LDR (Low Density Residential) to PD (Planned Development) and a rezone from A-1 (Agriculture) to PUD (Planned Unit Development).	
PROPERTY SIZE	5.3 ± acres	
HEARING DATE (S)	P&Z: March 4, 2009	BCC: April 28, 2009
PARCEL ID	24-21-31-300-0020-0000	
LOCATION	Located on the south side of CR 419 approximately ¼ mile east of the intersection of Willingham Road and CR 419.	
FUTURE LAND USE	LDR (Low Density Residential)	
ZONING	A-1 (Agriculture)	
FILE NUMBER	Z2007-73	
COMMISSION DISTRICT	1 - Dallari	

PROPOSED DEVELOPMENT:

The applicant is proposing a 36,000 square foot residential office development consisting of six buildings.

ANALYSIS OVERVIEW:

ZONING REQUEST

The applicant, Dave Axel is requesting a rezone and small scale land use amendment in order to develop a 36,000 square foot residential office development. The following table depicts the minimum regulations for the current zoning district of A-1 (Agriculture) and the requested district of PUD (Planned Unit Development):

DISTRICT REGULATIONS	Existing Zoning (A-1)	Proposed Zoning (PUD)
Minimum Lot Size	43,560 sq. ft.	N/A
Minimum House Size	N/A	N/A
Minimum Width at Building Line	150 feet	N/A
Front Yard Setback	50 feet	10 feet
Side Yard Setback	10 feet	10 feet (East) 20 feet (West)
(Street) Side Yard Setback	50 feet	N/A
Rear Yard Setback	30 feet	100 feet
Maximum Building Height	35 feet	35 feet

PERMITTED USES

All RP zoning uses and special uses, except communication towers, within the 1,100 foot Econlockhatchee River Corridor Protection Zone and all C-1 zoning uses except funeral homes, laundromats, and communication towers outside the 1,100 foot Econlockhatchee River Corridor Protection Zone.

These proposed RP and C-1 zoning uses only apply to the proposed uses on the subject site. In no way do the standard regulations of the RP or C-1 districts apply to this site since the proposed zoning request is for PUD which is a negotiable zoning district. These uses will all be regulated by the 1,100 foot setback line drawn on the Preliminary Master Plan.

COMPATIBILITY WITH SURROUNDING PROPERTIES

The area on the south side of CR 419 is a mixture of single-family residential homes and few small commercial and office sites. This property is surrounded on three sides by the municipal boundary of the City of Oviedo. The properties to the east and west are church sites and the property to the south is the Riverside at Twin Rivers residential subdivision. The subject site is located between the City of Oviedo and Chulouta along CR 419. The property is located near the Seminole County Rural Area and the trend of development of the area is single-family homes on quarter acre or smaller lots. Neighborhood office and light commercial uses will better serve the residents of the area by reducing trip lengths to get goods and services. This project will also allow for small employment centers to grow thereby reducing commuting time.

The applicant has also designed this project to not only accommodate vehicular traffic, but also bicycle and pedestrian due to the proximity of the Riverside and Sanctuary subdivisions. The proposed uses of this site allows for a better mixture of compatible low density residential and non residential uses in the area. Staff finds that the requested rezone and land use amendment are compatible with the surrounding uses and existing development patterns of the area.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

FLU Element Plan Amendment Review Criteria:

The Future Land Use Element in the Comprehensive Plan lays out certain criteria that proposed future land use amendments must be evaluated. Because this is a small area Future Land Use amendment with localized impacts, an individual site compatibility analysis is required utilizing the following criteria:

A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.

Staff Evaluation

The subject property is located in an area which is comprised of single-family homes and few low intensity commercial developments. The trend of development of this area started in the early 1990's when a majority of the surrounding residential subdivisions were constructed. The most recent construction of single family homes occurred in 2006 and is located directly north of the subject site. Since this property was previously designated as neighborhood office in the joint planning agreement this site development will bring about a better mixture of uses to an area, which is mainly comprised of residential subdivisions. Staff finds that the character of the area has changed enough to warrant a land use change from Low Density Residential to Planned Development.

B. Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.

C. Whether the site will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations.

D. Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).

Staff Evaluation

The development will have to undergo Concurrency Review prior to Final Engineering approval and must meet all Concurrency standards in order to proceed.

The site will have to comply with all Land Development Regulations regarding development in and around wetland and floodplain areas at the time of Final Engineering.

The subject property is located within the Econlockhatchee River Protection Overlay District.

E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of the Land Development Code.

Staff Evaluation

The proposed uses of the PUD are compatible with the surrounding area due to the numerous residential subdivisions adjacent to the subject property. The proposed office and light commercial uses will decrease the length of trips for the citizens of the community to get goods and services. The proposed uses will bring about a more balanced mixture of uses due to the overwhelmingly residential development character of the area. The site is also designed to provide for multi modal options by providing internal and external sidewalk connections and bicycle parking.

F. Whether the proposed use furthers the public interest by providing:

1. **Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site**

2. **Dedications or contributions in excess of Land Development Code requirements**

3. **Affordable housing**

4. **Economic development**

5. **Reduction in transportation impacts on area-wide roads**

6. **Mass transit**

Staff Evaluation

The applicant's development plan is not proposing or considering any of the above stated elements which would further the public interest, however they are providing transportation alternatives through the use of sidewalk connections and a bicycle rack.

G. Whether the proposed land use designation is consistent with any other applicable Plan policies, the Strategic Regional Policy Plan and the State Comprehensive Plan.

The following are other applicable Vision 2020 Policies, Exhibits, and staff's evaluation:

Policy FLU 2.5: Transitional Land Uses

The County shall evaluate Plan amendments to ensure that transitional land uses are provided as a buffer between residential and nonresidential uses, varying intensities of residential uses and in managing redevelopment of areas no longer appropriate as viable residential areas. *Exhibit FLU: Appropriate Transitional Land Uses* is to be used in determining appropriate transitional uses.

Staff Evaluation

Exhibit FLU 2: Appropriate Transitional Land Uses in the Future Land Use Element is used as a guide in evaluating compatibility between proposed and adjacent land uses. The subject property is a transitional parcel between lower density residential development to the south. The proposed Planned Development FLU designation and the PUD Preliminary Master Plan and associated Development Order provides for sensitive site design as required by the Comprehensive Plan.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM map with an effective date of 2007, there appears to be no floodplains on the subject property.

Drainage:

The proposed project is located within the Big Econlockhatchee Drainage Basin, and does not have limited downstream capacity. The site will have to be designed to not exceed the pre-development rate of discharge for the mean annual and 25-year, 24-hour storm events.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3), Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has elected to defer Concurrency Review at this time. The applicant will be required to undergo Concurrency Review prior to final engineering approval.

The following table depicts the impacts the proposed development has on public facilities:

Public Facility	Existing Future Land Use (LDR)*	Proposed Land Use (PD) Calculated as General Office**	Net Impact
Water (GPD)	7,350	12,600	+5,250
Sewer (GPD)	6,300	9,450	+3,150
Traffic (ADT)	201	1020	+819

** LDR calculated as 21 single family detached homes.*
***PD calculated as 36,000 S.F. of General Commercial*

Utilities:

The site is located in the City of Oviedo water utility service area, and the Utilities Inc. sanitary sewer utility service area. Oviedo has a water main on the south side of W. SR 419 and Utilities Inc. has a force main on the south side of W. SR 419.

Transportation / Traffic:

The property proposes access onto C.R. 419, which is classified as Major Arterial roadway. C.R. 419 has road widening improvements programmed in the County 5-year Capital Improvement Program. The improvements (from two to four lanes) will start at Snow Hill Road to the Orange County Line. Approximate time line for construction is scheduled for April 2010.

Buffers and Sidewalks:

There is an existing 5-foot sidewalk along CR 419. The applicant has also provided sidewalks connections to the external sidewalk and has designed an internal sidewalk system to allow for walkability.

The applicant is requesting a waiver from the standards of the Active/Passive Buffer and Setback Design Standards per Section 30.1232 of the Land Development Code for the north, south, and west buffers.

The Active/Passive requirements of the Land Development Code for commercial uses are as follows:

Building Setbacks	***Required***	***Proposed***
Side (East)	50’ active / 25’ passive	10’
Side (West)	50’ active / 25’ passive	20’
Rear (South)	50’ active / 25’ passive	100’

Buffer Width	***Required***	***Proposed***
Side (East)	25’ active / 15 passive	7’ minimum / 10’ average
Side (West)	25’ active / 15 passive	10’ minimum / except at the joint use driveway

The reduced buffers are acceptable to staff because the adjacent properties to the east and west are churches, which are non-residential in nature. The applicant is also requesting a waiver from the wall requirement along the southern property boundary which abuts a residential subdivision. Staff feels that since the stormwater retention pond in the southern portion of the property is 100 feet in width it would provide a sufficient buffer distance from the adjacent residential subdivision. The applicant will also be providing the required active buffer landscape requirement of 8 canopy trees per 100 linear feet along the southern property line. Staff feels the reduced buffers are compatible with the trend of development and will not adversely affect the surrounding neighbors.

APPLICABLE POLICIES:

Fiscal Impact Analysis

This project does not warrant the running of the County Fiscal Impact Analysis Model.

Special Districts

The subject property is located within the Econlockhatchee River Protection Overlay.

Comprehensive Plan (Vision 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources. In 2008 Seminole County adopted a new Comprehensive Plan; however since this project was advertised prior to the adoption of the new Comprehensive Plan this project has being reviewed under the Vision 2020 Plan.

The new Comprehensive plan provided for the need to update the Land Development Code (LDC) to include a Planned Development zoning classification. The LDC is in the process of being updated to include the Planned Development zoning classification. The language of the Seminole County Comprehensive Plan Policy 2.10 is essentially the same as the Vision 2020 Plan Policy 2.11 which addressed Planned Unit Development and Planned Commercial Development, except that the new Plan refers to the proposed Planned Development (PD) zoning classification.

The proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

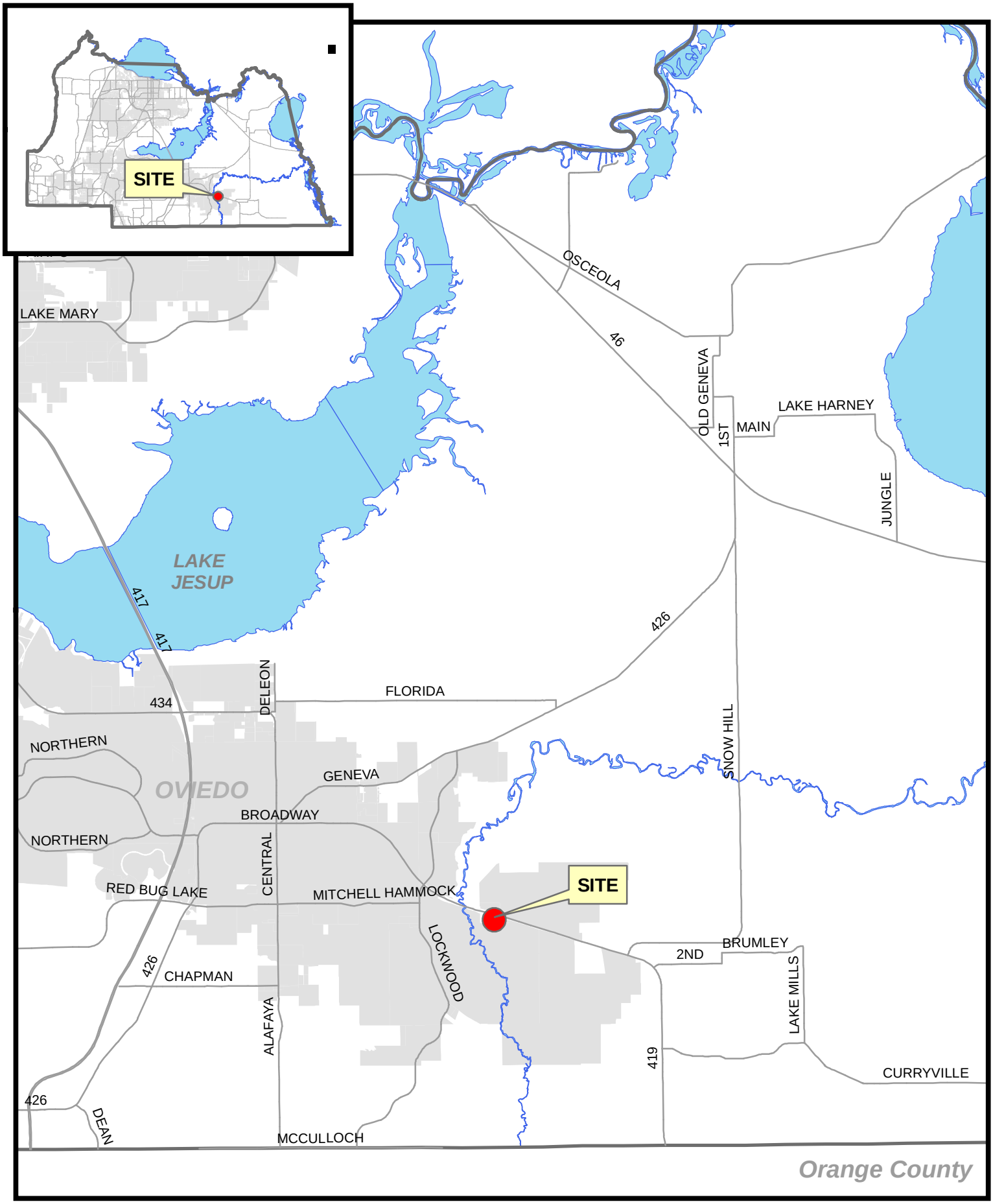
Policy FLU	2.10:	Determination of Compatibility in PUD and PCD Zoning Classifications
Policy SAN	4.4:	Extension of Service to New Development
Policy PUB	2.1:	Public Safety Level-of-Service

INTERGOVERNMENTAL NOTIFICATION:

An intergovernmental notice was sent to the City of Oviedo on November 5, 2007, April 29, 2008, November 12, 2008, and January 12, 2009.

LETTERS OF SUPPORT OR OPPOSITION:

Staff has received one letter in opposition of this application which is attached to this agenda item.



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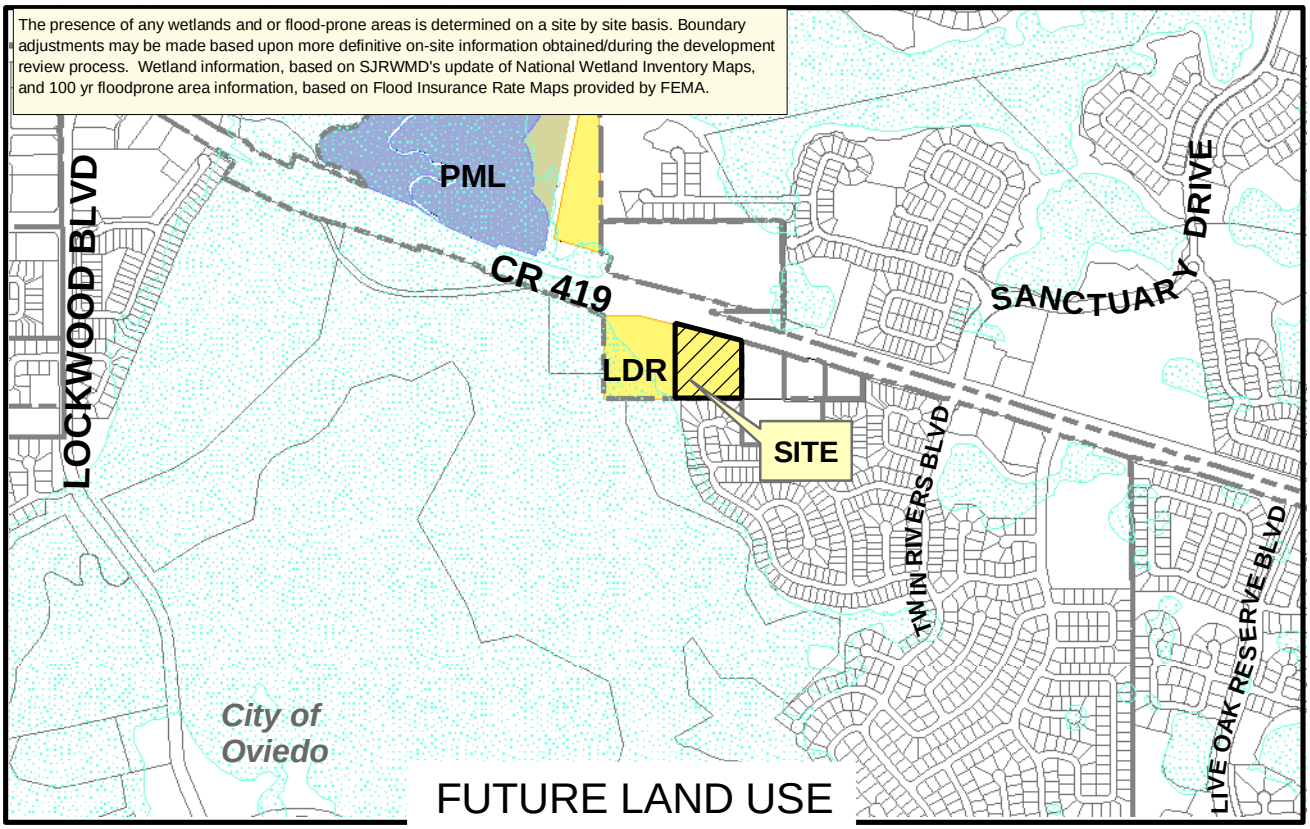
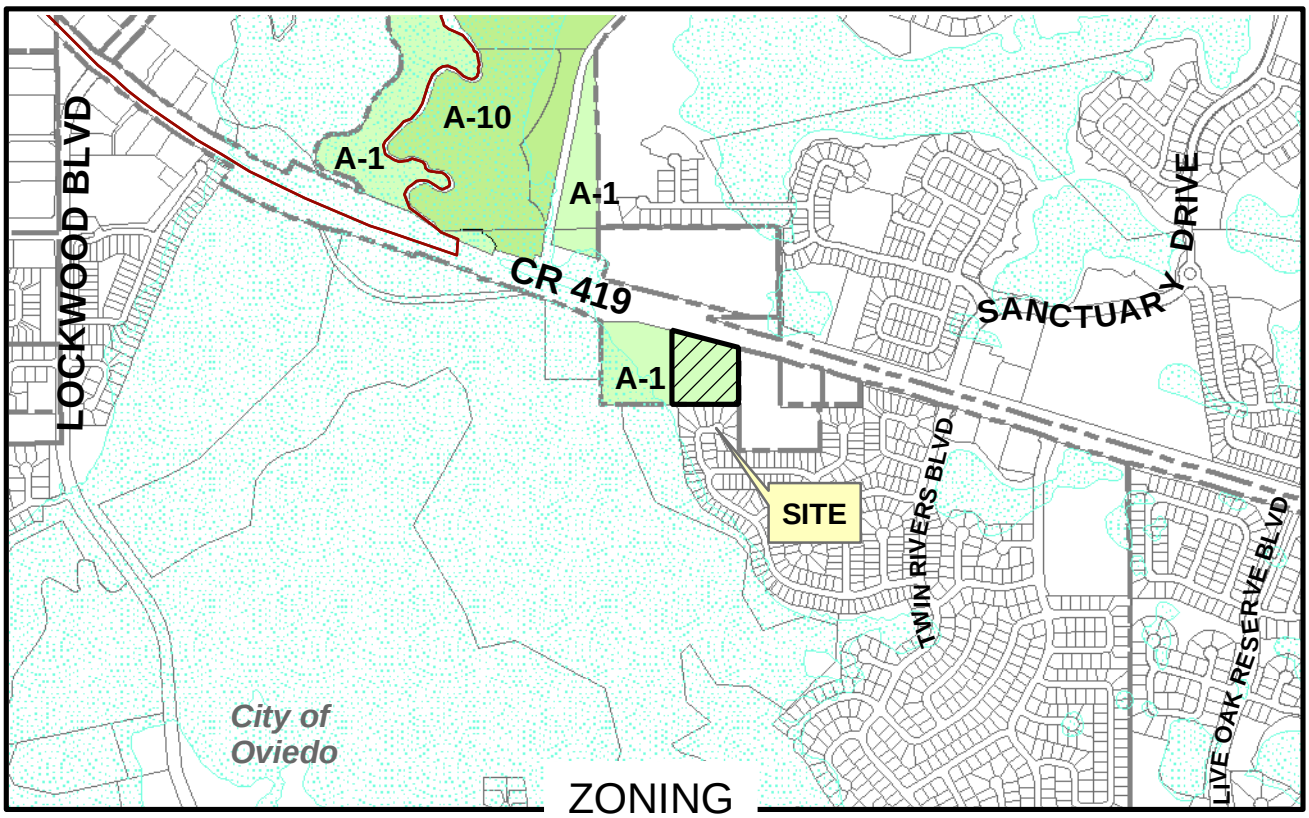


Site LDR PML CONS Municipality

Applicant: Dave Axel
Physical STR: 24-21-31-300-0020-0000
Gross Acres: 5.3 +/- BCC District: 1
Existing Use: Nursery - vacant
Special Notes:

	Amend/ Rezone#	From	To
FLU	11-07SS-01	LDR	PD
Zoning	Z2007-073	A-1	PUD



A-1 A-10 CONS

filename: L:/pl/projects/p&z/GIS/2007staff report pkgs/amendments/z2007-073.mxd 01/6/09 retro pkg per IS

Rezone No: Z2007-073
From: A-1 To: PUD
FLU No: 11-07SS.01
From: LDR To: PD

Parcel
Subject Property

Winter 2007 Color Aerials

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2007/site_aerials/Z2007-073 adaer 2/6/09

Buck Creek Plantation Rezone and
SSLUA

LINE TABLE		
LINE	LENGTH	BEARING
L 1	35.61	N00°46'47"W
L 2	30.00	N00°46'47"W
L 3	30.51	S77°18'41"E
L 4	30.00	N88°13'13"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C 1	67.73'	42.98'	90°17'42"	S08°29'41"E	60.94'
C 2	74.81'	42.98'	99°42'33"	N03°55'56"W	65.72'
C 3	28.54'	35.00'	46°43'48"	N22°24'37"E	27.73'
C 4	32.80'	35.00'	53°21'49"	S27°27'38"E	31.63'
C 5	98.93'	131.18'	42°20'11"	S00°42'28"W	96.74'
C 6	39.52'	40.00'	56°38'31"	S07°30'45"W	37.94'
C 7	10.83'	50.00'	12°31'12"	N47°32'16"W	10.80'
C 8	116.41'	101.18'	65°50'02"	N08°19'09"W	110.09'

PROJECT NAME:
Buck Creek Plantation

SITE LOCATION:
The site is located on the South side of C.R. 419 between Twin Rivers Boulevard and Wilsingham Road, in Seminole County, Florida.

SITE ADDRESS:
1829 West C.R. 419
Oviedo, Florida 32766

PARCEL I.D. NUMBER:
24-21-31-300-0020-0000

LEGAL DESCRIPTION:
That part of the South ½ of the Northeast ¼ of the Northwest ¼ of Section 24, Township 21 South, Range 31 East, Seminole County, Florida, less the West ⅝, less the East 326 feet.

OWNER:
Buck Creek Plantation, LLC
c/o Mr. David E. Axel
1757 West Broadway Street, Ste. 1
Oviedo, Florida 32765
Voice: 407-349-6510
Fax: 407-359-5385

ENGINEER:
Christensen & Associates
230 Geneva Drive
Oviedo, Florida 32765
Attn: Ms. Rachel R. Christensen, P.E.
Voice (407) 365-6262
Fax (407) 365-8221

STATEMENT OF INTENT:
Buck Creek Plantation, LLC, proposes to rezone from (A-1) to (PUD) the existing parcel totaling ± 5.31 Acres, in order to construct an office/commercial development (± 36,000 SF total) and the required site support elements to serve it.
Existing Use: Vacant / Plant Nursery
Proposed Uses: All RP Zoning Uses and Special Uses, except Communication Towers, within the 1,100 foot Econlockhatchee River Corridor Protection Zone and All C-1 Zoning Uses except Funeral Homes, Laundromats, and Communication Towers outside the 1,100 foot Econlockhatchee River Corridor Protection Zone.

LAND USE:

	Existing Use	Existing Zoning/FLU
Subject Site	Plant Nursery	A-1 / LDR (Seminole County)
North	C.R. 419	
East	Church	PLI / LDR (City of Oviedo)
South	Residential	PUD / PUD (City of Oviedo)
West	Church	A-1 / LDR (Seminole County)

PROPOSED LAND COVERAGE:

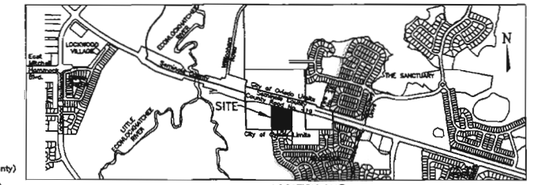
Wetland and Buffer	18,720 SF	
Stormwater Management	42,348 SF	
Landscaping in Parking Area	8,280 SF	11.6% of Parking Area
Other Landscaping	43,188 SF	
Total Pervious	112,536 SF	
Buildings	36,000 SF	
Parking / Pavement	71,317 SF	
Sidewalks & Hardscape	10,741 SF	
Misc. Concrete	720 SF	
Total Impervious	118,778 SF	51.3%
Total Open Space	70,188 SF	30.30% (Open Space Required 25%) (Open Space Calculations Below)
Total Site Area	231,314 SF	100%

MAXIMUM BUILDING HEIGHT: 35 Feet, 1 Story

PARKING:

Required	Proposed	
180 Spaces (1 sp./200 S.F.) (C-1 Uses)	180 Spaces	
	6 Handicap	@ 12x20)
	107 Spaces	@ 10x20)
	2 Spaces	@ 10x18)
	42 Spaces	@ 9x20)
	23 Spaces	@ 9x18)

Total 85 reduced size parking spaces, 36% of required spaces, to save 5 large live oaks in the northwest corner of property.



LOCATION MAP
Not To Scale

NOTES

1. In accordance with Seminole County Land Development Code Section 30.1225.50, the parking spaces may be reduced sized (9' x 18') in order to preserve existing trees. The trees to be saved will be identified on the final site plan.
2. The site plan shall provide handicapped parking spaces in accordance with applicable A.D.A. Standards.
3. The site will utilize onsite wells for potable water service.
4. The site will utilize for sanitary sewer service the existing force main along the south side of C.R. 419, which is owned and maintined by Utilities, Inc.
5. The site will utilize onsite wells for irrigation service.
6. In accordance with the inter-local agreement between Seminole County and the City of Oviedo, the site will utilize for fire protection service existing and proposed fire hydrants along C.R. 419, which are owned and maintained by the City of Oviedo.
7. Per the Seminole County Soils Survey, the site is located within the "Tavares Millhopper Fine Sands, 0-5 % slope" soils group. This soils group is nearly level to gently sloping and moderately well drained.
8. The subject site is located within Flood Zone "X" per the Flood Insurance rating Map Panel 120293 0170E, dated September 28, 2007.
9. Pedestrian benches will be provided in the final site plan.
10. Architectural renderings will be provided with the final site plan.
11. Stamped concrete or decorative paving will be provided for pedestrian walkways.
12. A waiver from the active/passive buffer requirements is requested. (See Table Below)
13. Left turn lane will be provided at the median opening when building square footage exceeds 11,000 SF.
14. Tree removal plan and landscaping plan will be provided with final design.
15. Photometric Plan will be provided with final design.
16. A dumpster detail with screening will be provided with final design.
17. Wetland buffer will be provided: 25 foot minimum, 50 foot average buffer from wetland line. Final configuration will be provided with final design.
18. Bicycle and pedestrian linkage interconnectivity will be provided with final design.
19. Arbor permit and application fee will be submitted with final design.
20. Signage: Approximate locations of entry signage are shown on the plan, and each shall not exceed forty-eight (48) square feet in area or a maximum height of fifteen (15) feet above the elevation of the crown of the road. Each building may have a point-of-sale sign. Maximum copy area shall be determined as specified for commercial districts in the Land Development Code. The length of the building frontage for determining copy area shall be the frontage on CR 419 for those buildings having frontage, or shall be the longest wall of the building for those buildings located internal to the site.

UTILITY CALCULATIONS

Trip Generation*:

SF	Average 2 Way Volume	PM Peak Enter	PM Peak Exit	PM Peak Hours Total
36,000	1545	55	60	135

*Based on Shopping Center Use

Water Use:

Building	SF	Water @ 10gpd/100 SF
Office	36,000	3600

Wastewater:

Building	SF	Wastewater @ 10gpd/100 SF
Office	36,000	3600

Solid Waste Generation:

1 cyd 10,000 SF/day X 36,000 SF X 5 days/week = 18 cyd/week @ 50 #/cy = 23.4 T/yr

Building Setbacks	Required	Proposed
Front (North)	25'	10'
Side (East)	50' active/ 25' passive	10' active & passive
Side (West)	50' active/ 25' passive	20' active & passive
Rear (South)	50' active/ 25' passive	100' active/ 50' passive
Buffer Width	**Required**	**Proposed**
Front (North)	10'	5' minimum, 10' average
Side (East)	25' active/ 15'passive?	minimum, 10' average (active & passive)
Side (West)	25' active/ 15' passive	10', except 0' @ joint driveway (active & passive)
Rear (South)	25' active/ 15' passive	25' active/ 15' passive

Northern Buffer Landscaping

Landscaping shall consist of a buffer yard at least five (5) feet in width, average ten feet in width. A screen of landscaping, composed of natural and/or man-made materials, shall be arranged or planted in the designated landscape buffer in order that a height of at least three (3) feet shall be attained within one (1) year after planting and shall screen a minimum of seventy-five (75) percent of the parking areas to that height, as viewed from the right-of-way line. Four (4) canopy trees shall be planted for every one hundred (100) linear feet, or fraction thereof, of frontage along a street or other public rights-of-way. Existing trees located in the landscape buffer may be used to meet this requirement.

Eastern Buffer

Landscaping shall consist of a buffer yard seven (7) feet minimum and ten (10) feet average in width, containing a screen of landscaping, composed of natural and/or planted material, arranged or planted so that a height of at least three (3) feet shall be attained within (1) year after planting, so as to screen a minimum of seventy-five (75) percent of the parking area and buildings, to that height, as viewed from the adjacent property. One (1) tree shall be planted for each twenty-five (25) linear feet, or fraction thereof. Where the adjacent property contains a conforming hedge, wall, or other durable landscape feature and the Planning Manager makes a finding that the intent of this section is furthered, he or she may grant a variance as to the landscape screening requirements with regard to the rear or side lot lines, except that no variance may be granted as to the tree planting requirements set forth therein. Sold trees shall be installed in the buffer area adjacent to each of the adjoining properties.

Western Buffer

Except where the common driveway is located on the property line, the landscaping shall be as for the Eastern Buffer.

Southern Buffer

Existing vegetation on the southern boundary as to be preserved as part of the buffer. The existing vegetation consists of canopy and sub-canopy trees, which meet the minimum buffer component requirements and are of sufficient density to provide one hundred (100) percent opacity to a height of six (6) feet. The development and landscape plan will contains sufficient measures to ensure the viability of the natural buffer during and after site development.

The minimum buffer shall consist of eight (8) canopy trees for every one hundred (100) linear feet of buffer. If the existing vegetation is insufficient, additional trees and/or shrubs shall be provided, each tree a minimum of two and one-half (2 1/2) inches in diameter, with an overall average of three (3) inches in diameter measured at one (1) foot above ground . Trees and shrubs shall be Florida native species, hand watered until established. No irrigation shall be required in the south buffer area.

Open Space Calculations

Category A Open Space: 51,468 SF

Category B Open Space: None

Category C Open Space: Wetland 8,297 SF
Wetland Buffer 10,423 SF
Total - Category C 18,720 SF

Total Open Space 70,188 SF

% Open Space 30.3 %

LEGEND: Existing Trees

14"D Tree Size / Tree Type

14"D(D) Tree Size / Tree Type / Diseased or Damaged

SEMINOLE COUNTY
APPROVED FOR CONSTRUCTION

THIS APPROVAL IS SUBJECT TO SPECIFIC CONFORMANCE TO THE SEMINOLE COUNTY LAND DEVELOPMENT CODE AND ANY SPECIAL REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO CORRECT ANY DEFECTS IN THE PLANS OR THE FACILITY AS CONSTRUCTED WHICH RESULT IN A FAILURE TO MEET APPLICABLE CODE REQUIREMENTS. ADMINISTRATIVE ACCEPTANCE OF THE DEVELOPER'S PLANS DOES NOT CONSTITUTE A WAIVER OF ANY CODE REQUIREMENTS NOR DOES IT RELIEVE THE DEVELOPER OF RESPONSIBILITY TO MEET THOSE REQUIREMENTS. THIS SPECIFIC APPROVAL IS VALID FOR A PERIOD OF ONE YEAR FROM THE DATE BELOW.
APPROVED:

SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT

DATE

REVISION	DATE
Revise proposed uses: signage note.	12-12-08
Clarify reduced size parking spaces, trees to be saved in Northwest corner.	01-27-09
Revise entry, provide turn lanes. Staff Comments.	12-22-08

JOB NO.	
DESIGNED	RRC
DRAWN	PAD
CHECKED	RRC
DATE	OCTOBER 2008

Christensen & Associates
Certificate of Authorization No. 6684
230 Geneva Drive
Oviedo, Florida 32765
Voice: (407)365-6262 Fax: (407)365-8221
email: rachel@oviedocivil.com

BUCK CREEK PLANTATION PUD
SEMINOLE COUNTY, FLORIDA
PRELIMINARY PUD MASTER PLAN

Rachel R. Christensen, P.E.
Reg. Engineer No. 33094

SCALE 1" = 40'

SHEET 1 OF 1

SEMINOLE COUNTY DEVELOPMENT ORDER

On April 28, 2009, Seminole County issued this Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: Buck Creek Plantation, LLC
505 S. Stone Street
Oviedo, FL 32765

Project Name: Buck Creek Plantation

Requested Development Approval: Small Scale Land Use Amendment from LDR (Low Density Residential) to PD (Planned Development) and a rezone from A-1 (Agriculture) to PUD (Planned Unit Development)

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

Prepared by: Ian Sikonia, Senior Planner
1101 East First Street
Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED.**

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

A. Development shall comply with the Preliminary Master Plan attached as Exhibit B.
B. The project shall have a maximum allowable building square footage of 36,000 square feet.
C. Permitted Uses: All RP zoning uses and special uses, except Communication Towers, within the 1,100 foot Econlockhatchee River Corridor Protection Zone and all C-1 zoning uses except funeral homes, laundromats, and communication towers outside the 1,100 foot Econlockhatchee River Corridor Protection Zone.
D. The maximum allowable building height is 35'.
E. The setbacks shall be as follows:

   North: 10'.
   South: 100'
   East: 10'
   West: 20'

F. The buffers shall be as follows:

   North: 5' minimum / 10' average landscape buffer containing 4 canopy trees per 100 linear feet and a 3' continuous hedge in accordance with the standards of the Land Development Code.

   South: 25' landscape buffer containing 8 canopy trees per 100 linear feet.

   East: 7' minimum / 10' average in width landscape buffer containing a screen of landscaping, composed of natural and/or planted material, arranged or planted so that a height of at least three feet shall be attained within one year after planting, so as to screen a minimum of seventy-five percent of the parking area and buildings, to that height, as viewed from the adjacent property. One tree shall be planted for each twenty-five linear feet or fraction thereof.

   West: 7' minimum / 10' average in width landscape buffer (except where the common driveway is located on the property line) containing a screen of landscaping, composed of natural and/or planted material, arranged or planted so that a height of at least three feet shall be attained within one year after planting, so as to screen a minimum of seventy-five percent of the

parking area and buildings, to that height, as viewed from the adjacent property. One tree shall be planted for each twenty-five linear feet or fraction thereof.

G. 25% usable open space shall be provided on the subject property.
H. All mechanical equipment, ground or roof-mounted, shall be screened from off-site view.
I. The development shall provide a minimum of 180 parking spaces, 65 of which may be reduced in size to 9' in width.
J. The applicant shall provide architectural renderings at time of Final Master Plan.
K. Stamped concrete or decorative paving will be provided for pedestrian walkways.
L. Bicycle and pedestrian linkage interconnectivity plan shall be submitted at time of Final Master Plan.

(4) This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
Bob Dallari, Chairman

OWNER'S CONSENT AND COVENANT

COMES NOW, Jack Campell, Buck Creek Plantation, LLC, the owner of the aforedescribed property in this Development Order, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

_____ Witness
Print Name_____

_____ Jack Campell, Manager

_____ Witness
Print Name_____

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, Jack Campell, Buck Creek Plantation, LLC, personally appeared _____ who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this _____day of _____, 2009.

_____
Notary Public, in and for the County and State Aforementioned

My Commission Expires:

EXHIBIT A

Legal Description

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LESS THE WEST 2/5, LESS THE EAST 326 FEET.

Exhibit B

Preliminary Master Plan

(See Attached Pages)

SMALL-SCALE FUTURE LAND USE AMENDMENT &
REZONING AMENDMENT JUSTIFICATION STATEMENT

Buck Creek Plantation PUD

Parcel ID Number: 24-21-31-300-0020-0000

INTRODUCTION

This application is for a small-scale future land use map amendment (SSFLUA) and associated rezoning amendments to respectively change the future land use (FLU) designation of the 5.31 acre subject property from Low Density Residential (LDR) to Planned Development (PD), and to rezone the property from A-1 to PUD, said PUD allowing, as provided for on the accompanying Master PUD Plan, Permitted Uses and Special Uses of the Residential Professional (RP) district within the 1,100 foot Econlockhatchee River Corridor Protection Zone and Permitted Uses of the Retail Commercial district (C-1) outside the 1,100 foot Econlockhatchee River Corridor Protection Zone. With the following Project Justification Narrative, we submit the request is consistent with the Seminole County Vision 2020 Comprehensive Plan and compatible with the surrounding development patterns.

PROPERTY AND SURROUNDING LAND USE DESCRIPTION

Table 1
Surrounding FLU & Zoning

Direction	Land Use	Zoning	Current use
North (note1)	CM (Oviedo)	C-1 (Oviedo)	vacant and CR-419 right of way
South	PUD (Oviedo)	PUD (Oviedo)	Riverside Section of Twin Rivers, SFR
East	LDR (Oviedo)	PLI (Oviedo)	Hope Community Church
West	LDR	A-1	Diocese of Orlando

Note1: Ordinance 1448 Ordinance 1449 were approved by the Oviedo City Council on 05-JAN-2009 changing the future land use designation of approximately 9.73 acres due north of the subject property from Rural (RL) to Commercial (CM) and changing the zoning from Agriculture (A) to Commercial (C-1).

GENERAL INFORMATION

The property is located to the south of and adjacent to County Road 419, also know as Chuluota Road. It has 473.68’ of road frontage on CR419, which is a heavily traveled 4 lane divided local collector road.

ACREAGE

The property consists of 5.31 acres.

CURRENT USE, ZONING and LAND USE

The property is currently vacant and unimproved with the exception of an existing wholesale nursery operation with no sales on site. The property is zoned A-1 and has a LDR future land use

DEVELOPMENT TRENDS

The surrounding area has been developed from a rural community to a typical suburban community for the past two decades. Recent development has accelerated this trend. As the large single family PUDs have approached build out the development of support services has accelerated.

The properties to the immediate east and west have both been converted from Single Family uses and developed for Church uses. The property to the north, across CR419, while currently unimproved, is owned by a church. The current owner, on 05-JAN-2009 obtained approval from the City of Oviedo for a plan amendment and rezone to the easternmost 9.73 acres of the site to City of Oviedo C-1. Several large tracts in the immediate area have been developed in recent years as large planned developments, including the Twin Rivers, The Sanctuary and Live Oak Reserve. Twin Rivers has commercial components to the east and west of the subject property. The Sanctuary development has mixed use component to the northeast of the subject property presently improved with a drive through bank, day care and office building. A tract east of Hope Community Church was recently annexed into the City of Oviedo and rezoned to O-C, office commercial.

PROPOSED USE

The property is intended to be developed for RP and C-1 uses, with the current preliminary site plan oriented toward medical and professional office space that would also be suitable for light retails uses outside the 1,100 foot Econlockhatchee River Corridor Protection Zone.

RELATIONSHIP TO THE GOALS, OBJECTIVES AND POLICIES OF THE SEMINOLE COUNTY VISION 2020 COMPREHENSIVE PLAN

Introduction:

As the proposed SSFLUA and rezone deal primarily with issues relating to the Future Land Use Element of the Comprehensive Plan, the relationship of the proposal to the applicable goals, objectives and policies of that element will be covered first, followed by the relationship to the Economic Element. The Comprehensive Plan language will be outlined in standard type, and the analysis of consistency will be italicized.

APPLICABLE FUTURE LAND USE ELEMENT GOALS, OBJECTIVES AND POLICIES

There are two goals of the FLU element that are most applicable as follows:

- Creation of favorable economic conditions
- Maintenance of established residential neighborhoods

The purpose of the proposed SSFLUA and rezone is to provide for the continued growth of a successful Seminole County based business and provide the resultant employment opportunities to the citizens of Seminole County. The application also complies with the specific FLU Policies outlined herein below that provide for the maintenance of the residential neighborhood.

OBJECTIVE FLU 2 PROTECTION OF RESIDENTIAL NEIGHBORHOODS

Policy FLU 2.1 Subdivision Standards

The County shall maintain the viability of established and future residential neighborhoods by continuing to enforce Land Development Code provisions relating to:

Development within flood prone areas;
Building setbacks and heights;
Roadway buffers;
Landscaping;
Tree preservation;
Signage;
On-site traffic circulation and parking;
Drainage and storm water management;
Fences, walls and entrance features; and
Maintenance and use of common open space areas through homeowners associations.

The proposed preliminary site plan will comply with all aspects of the Seminole County Land Development Code, including the above stated provisions, as permitted by the Planned Commercial Development zoning designation.

POLICY FLU 2.2 REGULATION OF ACTIVE USES

The County shall continue to enforce Land Development Code standards relating to active uses such as parking, loading, refuse containers, signs, lights, balconies, and storage areas to minimize impacts upon and intrusion into residential areas.

The Master PUD plan complies with Sec. 30.1232. Active/passive buffer setback design standards of the Seminole County Land Development Code where it is adjacent to current residential uses.

POLICY FLU 2.5 TRANSITIONAL LAND USES

The County shall evaluate Plan amendments to ensure transitional land uses are provided as a buffer between residential and nonresidential land uses, between varying intensities of residential uses and in managing redevelopment of areas no longer appropriate as viable residential areas. Exhibit FLU: Appropriate Transitional land Uses is to be used in determining appropriate transitional uses.

The Appropriate Transitional Land Uses table does not specifically have Planned Development Land Use but the accompanying text is specific:

This table is to be used as a general guide in evaluation compatibility between proposed and adjacent uses. A transitional land use which functions as: (1) a transition through space by a gradual increase in development intensity between land uses

With regard to the proposed uses within the Planned Development, i.e., Neighborhood Commercial, the Transitional Land Use table specifies that such uses, when adjacent to LDR uses :

Can be a compatible transitional use with sensitive site design such as transitioning lot sizes, sufficient buffers, limited building heights, architectural controls and limited hours of operation, limiting adjacent uses to passive, unobtrusive uses (.e.g., no dump sites, loading areas, lighting, noise, odor or hazardous materials). May require a MRO, MROC, MROCI, TI, PUD or PUD zoning to address these issues.

The proposed preliminary site plan provides a substantial buffer that satisfies the active passive buffer requirements of the Seminole County Land Development Code along its southern boundary where the property is adjacent to single family homes in the Riverside Section of the Twin Rivers PUD. Placement of the storm water ponds to the south provides additional buffers to the homes. Due to the forgoing it is clear the SSFLUA application and concurrent rezone to PUD satisfy Policy FLU 2.5

POLICY FLU 2.11 Determination of Compatibility in the Planned Unit Development and Planned Commercial Development Zoning Classifications

The County shall consider uses or structures proposed within the Planned Unit Development (PUD) and Planned Commercial Development (PUD) zoning classifications on a case-by-case basis evaluating the compatibility of the proposed use or structure with surrounding neighborhoods and uses. Compatibility may be achieved by application of development standards such as, but not limited to, lot size, setbacks, buffering, landscaping, hours of operation, lighting, and building heights. The Board of County Commissioners shall have discretion as to the uses and structures approved with a PUD or PUD zoning classification.

The Preliminary Master Plan is included in this concurrent SSFLUA and rezoning request to demonstrate buffering, setbacks, density, and ensure compatibility with adjacent uses. Specific development standards will be established in the Final Master Plan to achieve compatibility with surrounding development.

OBJECTIVE FLU 6 PUBLIC FACILITIES AND SERVICES

The County shall require that all development be consistent with the approved Capital Improvements Element or facility and service plans in order to discourage urban sprawl, meet adopted level of service standards and thereby minimize attendant public costs through the implementation of the following policies:

Policy FLU 6.1 Development Orders, Permits and Agreements

The County shall ensure that all development orders, permits and agreements are consistent with the adopted level of service standards and provisions of the Capital Improvements Element and the appropriate facility element as well as all other provisions of this Plan.

A Development Order that outlines the future development parameters of the site and developer obligations will be drafted between the property owner and Seminole County to implement the proposed PUD zoning.

Policy FLU 6.2 Concurrency Requirements

The County shall ensure that all development orders, permits and agreements are subject to the adopted Concurrency Management System standards and provisions to ensure that facilities and services

needed to serve the development are available at the adopted level of service consistent with the Implementation Element of this Plan.

A Concurrency Deferral Affidavit was filed with the SSFLUA and rezone application. Any impact issues will be addressed in the Development Order.

Policy FLU 6.3 Infrastructure and Phasing Requirements

The County shall require that all development provide services and facilities or phase the development as a condition of approval if development needs precede adopted service and facility plans and Capital Improvements Program and adopted levels of service can be maintained.

Policy FLU 6.4 Priority for Water and Sewer Services

The County shall evaluate the impact on delivering adequate service to residents within the established service area prior to the expansion of potable water or sewer service area outside the adopted service area boundaries. The County will not expand a service area if the adopted level of service cannot be maintained.

Development of the site will comply with the services and facilities requirements.

Policy FLU 6.5 Private Investment Above Land Development Code Regulations

The County shall require private investment in infrastructure improvements above and beyond Land Development Code requirements (e.g., feeder roads, aerial fire apparatus, right-of-way, signalization, access improvements, transit facilities, storm water, etc.) where improvements are needed to accommodate the development and to minimize attendant public costs associated with growth.

The developer will comply with this policy and address these issues as necessary in the Development Order with the County.

DEFINITIONS OF FUTURE LAND USE DESIGNATIONS

PLANNED DEVELOPMENT LAND USE AND PURPOSE

This land use provides for a variety of land uses and intensities within a development site to preserve conservation areas above and beyond land development code requirements reduce public investment in provision of services, to encourage flexible and creative site design and provide sites for schools, recreation and other public facilities which provide benefit to the community.

PUD (Planned Unit Development) and PUD (Planned Commercial Development) zonings within the Planned Development Land use designation must be accompanied by a site/master plan as set forth in the Land Development Code. Such plans shall address, at a minimum, buffering, setbacks, lighting and building heights, to ensure compatibility with adjacent uses.

A PUD rezoning application and a Master Plan application are being submitted concurrent with this SSFLUA application. The Master Plan addresses the aforementioned concerns and, therefore, complies with the Seminole County Land Development Code.

APPLICABLE ECONOMIC ELEMENT GOALS, OBJECTIVES AND POLICIES

OBJECTIVE ECM 3 CONTINUE TO SHIFT PROPERTY TAX DEPENDENCE FROM RESIDENTIAL TO NON-RESIDENTIAL PROPERTIES

POLICY ECM 3.1 Tax Base Shift

The County shall continue to take actions to increase the non residential tax base and reduce dependency on homeowners for local revenues by implementing economic strategies.

and

POLICY ECM 3.2 Balance of Residential and Employment Opportunities

The County shall continue to monitor the balance of residential and employment opportunities in order to maintain equilibrium between the tax bases.

This SSFLUA will add 36,000 square feet of professional office and neighborhood commercial uses in an area that has seen significant increases in residential development.

OBJECTIVE ECM 4 TARGET AREAS, INDUSTRIES AND OCCUPATIONS

POLICY ECM 4.4 Target Occupations

The County shall continue to diversify its tax base by promoting advanced technology industries which provide quality occupations and above average wages for its residents.

The preliminary PUD plan is purposefully laid out to be attractive to medical and other professionals who tend to have a much higher wage base than the typical strip retail development prevalent in the area.

OBJECTIVE ECM 6 SUPPORT SMALL BUSINES AND EXISTING BUSINESS AND TOURISM

The County shall create an economic environment that promotes the formation and expansion of small businesses which provide diverse job opportunities and help to define the image of Seminole County and the region.

The SSFLUA will provide relocation and expansion opportunities to the contract purchaser, Central Florida Eye Care as well as other similar businesses. Nearby strip retail development, while suitable for start up medical and professional firms, do not lend themselves well to expansion of such businesses and the attendant employment growth.

JUSTIFICATION STATEMENT – SSFLUA AND REZONING

The subject property is best suited for the proposed uses due to its location and surrounding land use patterns. Amending the future land use designation from low density residential to planned development with a rezoning to planned commercial development will permit diversification of the tax base and expansion of employment opportunities while still providing for sufficient protections to surrounding residential uses.

CONCLUSION

The requested SSFLUA and zoning amendments are well supported by the policies described within the Seminole County Vision 2020 Comprehensive Plan. The County has a desire to "promote the formation and expansion of small businesses" and at the same time "provide for the maintenance of the residential neighborhood." The market area surrounding the subject property has a demonstrated demand for the uses proposed.

Sikonia, Ian

From: CAClifton2@aol.com
Sent: Wednesday, March 04, 2009 4:25 PM
To: Sikonia, Ian
Subject: Buck Creek Rezone

I am unable to attend the meeting tonight, please foreward my thoughts.

I own property at 1949 Aquarius Court, Oviedo, FL. I purchased this property in 1999 because it backed up to the green belt area of the Econ. It was also not bordered by any commercial enterprises and the property was a conservation area. It is a natural habitat for wildlife. We have had deer, turkey's and hogs in our back yard.
It is a nice quiet area.

I am objecting to your project for the following reasons:

The natural animal habitat will be destroyed.

Due to the paving and extra buildings going up, there will be less area for water recharge. There will be more water run off from all the pavement and buildings. The area behind our home already tends to hold water, how much more water can our area hold? What are you going to do about flooding concerns?

There will be more noise due to the extra buildings, extra vehicles and extra people around. You need a buffer to keep the noise down that will be echoing off the buildings from the highway.

There will be more traffic. There is already a problem getting out of the subdivision due to the exisiting heavy traffic.

Our privacy will be gone, because there will be buildings, pavement and people in our back yard.

Thank you for listening to my concerns.

Carmen Clifton

Worried about job security? Check out the 5 safest jobs in a recession.

MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
MARCH 4, 2009

Members present: Matthew Brown, Walt Eismann, Rob Wolf, Dudley Bates, Melanie Chase and Kimberly Day.

Members absent: Ben Tucker.

Also present: Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; Dori DeBord, Planning and Development Director; Austin Watkins, Senior Planner; Ian Sikonia, Senior Planner; Joy Williams, Planner; Lee Shaffer, Principal Engineer, Development Review Division; Kathleen Furey-Tran, Assistant County Attorney; and Connie R. DeVasto, Clerk to the Commission.

G. Buck Creek SSLUA & Rezone; **Dave Axel, Applicant**; 5.3 acres; Small Scale Land Use Amendment from Low Density Residential (LDR) to Planned Development (PD) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development); located on the south side of CR 419 approximately ¼ mile east of the intersection of Willingham Road and CR 419. (Z2007-73 / 11-07SS.01)

District 1 - Dallari
Ian Sikonia, Senior Planner

Ian Sikonia, Planning Division - the Applicant is requesting a Rezone and Small Scale Land Use Amendment in order to construct a 36,000 square foot residential office development. Since this parcel is regulated under the Econlockhatchee River Protection Area Overlay standards the proposed permitted uses are split by the 1,100 setback regarding residential and commercial uses. Within the 1,100 foot Econlockhatchee River Corridor Protection Zone the requested rezone will allow all RP zoning uses and special uses, except communication towers. Outside the 1,100 foot Econlockhatchee River Corridor Protection Zone all C-1 zoning uses will be permitted except funeral homes, laundromats, and communication towers.

The area on the south side of CR 419 is a mixture of single-family residential homes and few small commercial and office sites. This property is surrounded on three sides by the municipal boundary of the City of Oviedo. The properties to the east and west are church sites and the property to the south is the Riverside at Twin Rivers residential subdivision.

The Applicant has also designed this project to not only accommodate vehicular traffic, but also bicycle and pedestrian, due to the proximity of the Riverside and Sanctuary subdivisions. The proposed uses of this site allows for a better mixture of compatible low density residential and non residential uses in the area. Staff finds that the

requested rezone and land use amendment are compatible with the surrounding uses and existing development patterns of the area.

Staff has received one email in opposition to this request and a copy of this was handed out to the Board at the beginning of this meeting.

Staff recommends approval of the request.

Dave Axel, Applicant – agrees with Staff findings and recommendations and would be happy to answer any questions.

No one spoke in favor or opposition of this request from the audience.

Commissioner Chase made a motion to recommend approval of this request.

Commissioner Bates seconded the motion.

The motion passed unanimously 6 – 0.

Commissioner Wolf – on the south side of the neighborhood, there are some oak trees, will they remain or be removed?

Mr. Axel – on the south side, there is a 25 foot buffer and all trees will remain.

Commissioner Eismann asked Mrs. Stettner if she had anything to address in her Manager's Report and she advised that since we do not have any items scheduled for the April 1 meeting, she would request that the Board cancel the meeting.

Commissioner Bates made a motion to cancel the April 1, 2009 meeting.

Commissioner Brown seconded the motion.

The motion passed unanimously 6 – 0.

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LENGTHY LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) ZONING CLASSIFICATION THE PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled Buck Creek Plantation Rezone and Small Scale Land Use Amendment, dated April 28, 2009.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from A-1 (Agriculture) to PUD (Planned Unit Development):

SEE ATTACHED EXHIBIT A

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective on the recording date of the Development Order # 07-22000012 in the Official Land Records of Seminole County.

ENACTED this 28th day of April 2009.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Bob Dallari, Chairman

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LESS THE WEST 2/5, LESS THE EAST 326 FEET.

AN ORDINANCE FURTHER AMENDING ORDINANCE NUMBER 08-44, AS PREVIOUSLY AMENDED, KNOWN AS THE SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP OF THE SEMINOLE COUNTY COMPREHENSIVE PLAN BY VIRTUE OF SMALL SCALE DEVELOPMENT AMENDMENT (LEGAL DESCRIPTION IS SET FORTH AS AN APPENDIX TO THIS ORDINANCE); CHANGING THE FUTURE LAND USE DESIGNATION ASSIGNED TO CERTAIN PROPERTY FROM LOW DENSITY RESIDENTIAL (LDR) TO PLANNED DEVELOPMENT (PD); PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County enacted Ordinance Number 08-44 which adopted the Seminole County Comprehensive Plan ("the Plan"), which Plan has been subsequently amended from time-to-time and in accordance with State law; and

WHEREAS, the Board of County commissioners has followed the procedures set forth in Sections 163.3184 and 163.3187, Florida Statutes, in order to further amend certain provisions of the Plan as set forth herein relating to a Small Scale Development Amendment; and

WHEREAS, the Board of County Commissioners has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Seminole County Local Planning Agency held a Public Hearing, with all required public notice, on March 4, 2009, for the purpose of providing recommendations to the Board of County Commissioners with regard to the Plan amendment set forth herein; and

WHEREAS, the Board of County Commissioners held a Public Hearing on April 28, 2009, with all required public notice for the purpose of hearing and considering the recommendations and comments of the general public, the Local Planning Agency, other public agencies, and other jurisdictions prior to final action on the Plan amendment set forth herein; and

WHEREAS, the Board of County Commissioners hereby finds that the Plan, as amended by this Ordinance, is internally consistent, is consistent and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes, the State Comprehensive Plan, and the Comprehensive Regional Policy Plan of the East Central Florida Regional Planning Council.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. RECITALS/LEGISLATIVE FINDINGS:

(a) The above recitals are true and correct and form and include legislative findings which are a material part of this Ordinance.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. AMENDMENT TO COUNTY COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION:

(a) The Future Land Use Element's Future Land Use Map as set forth in Ordinance Number 08-44, as previously amended, is hereby further amended by amending the future land use designation assigned to the following property and which is depicted on the Future Land Use Map and further described in the attached Appendix "A" to this Ordinance:

(b) The associated rezoning request was completed by means of Ordinance Number 09-_____.

(c) The development of the property is subject to the development intensities and standards permitted by the overlay Conservation land use designation, Code requirements and other requirements of law.

(d) Future Land Use Amendment:

Ord. Exh.	Name	Amendment Number	Land Use Change From – To	LPA Hearing Date	BCC Hearing Dates
A	Buck Creek Plantation Small Scale Land Use Amendment & Rezone	01-07SS.01	Low Density Residential (LDR) to Planned Development (PD) containing a maximum of 36,000 square feet of residential office use	3/04/09	4/28/09

Section 3. SEVERABILITY:

If any provision of this Ordinance or the application to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 4. EXCLUSION FROM COUNTY CODE/CODIFICATION:

(a) It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall not be codified into the Seminole County Code, but that the Code Codifier shall have liberal authority to codify this Ordinance as a separate document or as part of the Land Development Code of Seminole County in accordance with prior directions given to said Code Codifier.

(b) The Code Codifier is hereby granted broad and liberal authority to codify and edit the provisions of the Seminole County Comprehensive Plan, as amended.

Section 5. EFFECTIVE DATE:

(a) A certified copy of this Ordinance shall be provided to the Florida Department of State and the Florida Department of Community Affairs by the Clerk of the Board of County Commissioners in accordance with Section 125.66 and 163.3187, Florida Statutes.

(b) This ordinance shall take effect upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners;

provided, however, that the effective date of the plan amendment set forth herein shall be thirty-one (31) days after the date of adoption by the Board of County Commissioners or, if challenged within thirty (30) days of adoption, when a final order is issued by the Florida Department of Community Affairs or the Administration Commission determining that the amendment is in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders, development permits, or land use dependent on an amendment may be issued or commence before an amendment has become effective. If a final order of noncompliance is issued by the Administration Commission, the affected amendment may nevertheless be made effective by the Board of County Commissioners adopting a resolution affirming its effective status, a copy of which resolution shall be provided to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100 by the Clerk of the Board of County Commissioners.

ENACTED this 28th day of April, 2009.

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

By:_____
Bob Dallari
Chairman

APPENDIX A

LEGAL DESCRIPTION

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LESS THE WEST 2/5, LESS THE EAST 326 FEET.

FILE # Z2007-73 **DEVELOPMENT ORDER # 07-22000012**

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On April 28, 2009, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

FINDINGS OF FACT

Property Owner: Buck Creek Plantation, LLC
505 S. Stone St.
Oviedo, FL 32765

Project Name: Buck Creek Plantation

Requested Development Approval:

Small Scale Land Use Amendment from Low Density Residential (LDR) to Planned Development (PD) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development).

The Board of County Commissioners has determined that the request for a Small Scale Land Use Amendment from Low Density Residential (LDR) to Planned Development (PD) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development).

After fully considering staff analysis titled "Buck Creek Plantation" and all evidence submitted at the public hearing on April 28, 2009, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested development approval should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is DENIED.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Bob Dallari, Chairman

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LESS THE WEST 2/5, LESS THE EAST 326 FEET.

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

Please provide the information as requested below in accordance with Ordinance No. 07- _____:

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name:_____ Name:_____
Address:_____ Address:_____
Phone #:_____ Phone #:_____

Name:_____ Name:_____
Address:_____ Address:_____
Phone #:_____ Phone #:_____

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: Buck Creek Plantation LLC — Name of Corporation:_____
Mgr ~~Officers~~: Jack Campbell — Officers:_____
Address: 505 S Stone St. Oviedo — Address:_____
Mgr. ~~Directors~~: Christopher Anderson — Directors:_____
Address: 505 S Stone St Oviedo — Address:_____
Mgr. ~~Shareholders~~: Kenneth Jacobs Sr. — Shareholders:_____
Address: 6662 Lake Mills Rd Chuluota — Address:_____

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust:_____
Trustees:_____ Beneficiaries:_____
Address:_____ Address:_____
_____ _____

(Use additional sheets for more space.)

SEMINOLE COUNTY
APPLICATION AND AFFIDAVIT

4. For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners.

Name of Partnership:_____ Name of Partnership:_____
Principal:_____ Principal:_____
Address:_____ Address:_____
(Use additional sheets for more space.)

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

Contract Vendee: Contract Vendee:
Name:_____ Name:_____
Address:_____ Address:_____
(Use additional sheets for more space.)

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

Oct. 16, 2008
Date

Owner, Agent, Applicant Signature
JACK R Campbell

STATE OF FLORIDA
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 16 day of Oct., 2008 by Jack Campbell.

Kiersten Walker
Signature of Notary Public

Print, Type or Stamp Name of Notary Public

KIERSTEN WALKER
MY COMMISSION # DD728024
EXPIRES October 23, 2011
(407) 398-0153 FloridaNotaryService.com

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

For Use by Planning & Development Staff

Date:_____ Application Number:_____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Mathews Road Storage Small Scale Future Land Use Amendment from LDR (Low Density Residential) to IND (Industrial) and rezone from A-1 (Agriculture) to C-3 (General Commercial and Wholesale)

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Austin Watkins **EXT:** 7440

MOTION/RECOMMENDATION:

1. Deny the requested Small Scale Future Land Use Amendment from LDR (Low Density Residential) to IND (Industrial) and rezone from A-1 (Agriculture) to C-3 (General Commercial and Wholesale), consisting of 7.48 ± acres, located at the southwest corner of the intersection of Oaklando Drive and Mathews Road, and authorize the Chairman to execute the Denial Development Order, based on staff findings (Hugh Harling, applicant); or

2. Approve the requested Small Scale Future Land Use Amendment from LDR (Low Density Residential) to IND (Industrial) and rezone from A-1 (Agriculture) to C-3 (General Commercial and Wholesale), consisting of 7.48 ± acres, located at the southwest corner of the intersection of Oaklando Drive and Mathews Road, and authorize the Chairman to execute the SSLUA and Rezone Ordinances (Hugh Harling, applicant); or

3. Continue this item until a time and date certain.

District 3 Dick Van Der Weide Austin Watkins

BACKGROUND:

The applicant is requesting a Small Scale Future Land Use Amendment from LDR (Low Density Residential) to IND (Industrial) and a rezone from A-1 (Agriculture) to C-3 (General Commercial and Wholesale). The subject property contains approximately 7.48 ± acres and is located at the southwest corner of the intersection of Oaklando Drive and Mathews Road.

The subject property is located in a multi-use area and includes a variety of Planned Commercial Developments (PCD), industrial developments, residential subdivisions, and agricultural uses. Most notably, north of the subject property is the Trailwood Estates subdivision, which is a 190-lot, well established, single-family subdivision. The Trailwood Estates subdivision is assigned the R-1A (Single-family Dwelling) zoning classification and Low Density Residential (LDR) Future Land Use (FLU) designation.

The subject property has frontage on Oaklando Drive and Mathews Road. Oaklando Drive is classified as a local roadway and Mathews Road is an ingress/egress easement. Oaklando Drive is a local roadway that cuts through two existing single-family subdivisions, Trailwood Estates and Oaklando Hills. Seminole County Comprehensive Plan Policy TRA 2.5.2 Discourage Through Traffic in residential areas and Policy TRA 2.5.9 Access Control to Protect Residential Areas discourages through traffic on residential roadways to protect the

existing neighborhoods. Seminole County Comprehensive Plan FLU Policy 2.5 Transitional Land Uses in Urban Areas Not Approved For Mixed Development indicates that the County shall evaluate plan amendments to ensure that a transitional land use is provided as a buffer between residential and nonresidential uses and between varying intensities of residential uses. Further, Exhibit FLU: Appropriate Transitional Land Uses indicates that Industrial is not a compatible transitional land use adjacent to the LDR FLU.

The Board commissioned the Hillview Small Area Study in 1999, which was accepted by the Board on June 7, 2000. The Hillview Small Area Study recommended that this area be designated PD (Planned Development) FLU when ready to develop. Further, the study was concerned about compatibility of the existing single-family residential, light industrial, and new development. The study recommendation to PD is based on tailoring the land uses and design standards to accommodate and work with the existing single-family development. In the immediate vicinity the Hattaway/Hillview PCD, Harling Locklin Mathews Road/Oaklando Drive PCD, and Terry L. Butler PCD allow for a variety of industrial and office uses. The Hattaway/Hillview PCD and Terry L. Butler PCD allow for "residential (single and multi-family), industrial (office showroom and warehouse/storage facility), office, public uses, churches, daycare, and public/private education." The development orders prohibit the use of remote parking. All of the PCDs in the area require that "outside storage shall be screened as not to be visible from public view." None of the above referenced PCDs have received Final Site Plan approval from the Seminole County Board of County Commissioners.

During the Development Review Committee (DRC) process, Staff recommended the applicant consider the PD FLU and PCD zoning classification for a more appropriate FLU and zoning. This advice was based upon prior approvals in this area, the Hillview Small Area Study, Seminole County Comprehensive Plan policies, adjacent Future Land Use designations, lack of sensitive site design standards, and to ameliorate the negative impacts of incompatibility to the adjacent LDR FLU, such as adverse lighting, noise, and traffic. However, the applicant decided to move forward with the IND FLU and C-3 zoning.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:

The Planning and Zoning Commission met on February 3, 2009 and March 4, 2009 and voted 4 to 2 to recommend denial of the requested rezone from A-1 (Agriculture) to C-3 (General Commercial and Wholesale), consisting of 7.48 ± acres, located at the southwest corner of the intersection of Oaklando Drive and Mathews Road.

STAFF RECOMMENDATION:

Staff recommends that the Board deny the requested Small Scale Future Land Use Amendment from LDR (Low Density Residential) to IND (Industrial) and rezone from A-1 (Agriculture) to C-3 (General Commercial and Wholesale), consisting of 7.48 ± acres, located at the southwest corner of the intersection of Oaklando Drive and Mathews Road,and authorize the Chairman to execute the Denial Development Order, based on staff findings.

ATTACHMENTS:

1. Staff Analysis
2. Location Map
3. Future Land Use and Zoning Map
4. Aerial Map
5. Pictometry of the Area
6. Denial Development Order
7. Future Land Use Amendment Ordinance (applicable only if approved)
8. Rezone Ordinance (applicable only if approved)
9. City of Altamonte Springs Letter
10. Letters of Opposition
11. Ownership Disclosure Form
12. LPA P and Z Meeting Minutes

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

Mathews Road Storage Small Scale Future Land Use Amendment from LDR (Low Density Residential) to IND (Industrial) and rezone from A-1 (Agriculture) to C-3 (General Commercial and Wholesale)		
APPLICANT	Hugh Harling, applicant	
PROPERTY OWNER	Hattaway Holdings, LLC	
REQUEST	SSLUA from LDR (Low Density Residential) to IND (Industrial) and rezone from A-1(Agriculture) to C-3 (General Commercial and Wholesale)	
PROPERTY SIZE	7.48 ± acres	
HEARING DATE (S)	P&Z: February 4, 2009 & March 4, 2009	BCC: April 28, 2009
PARCEL ID	22-21-29-300-0100-0000; 22-21-29-300-0120-0000	
LOCATION	Located at the southwest corner of the intersection of Oaklando Drive and Mathews Road.	
FUTURE LAND USE	LDR (Low Density Residential)	
ZONING	A-1 (Agriculture)	
FILE NUMBER	Z2008-54	
COMMISSION DISTRICT	#3 – Van Der Weide	

ANALYSIS OVERVIEW:

ZONING REQUEST

The applicant is proposing a Small Scale Future Land Use Amendment from Low Density (maximum 4 dwelling unit per net buildable acre) to Industrial (maximum F.A.R. of 0.65) and a rezone from A-1 (Agriculture) to C-3 (General Wholesale and Commercial). The applicant proposes the SSLUA and rezone to allow for outside storage on the subject property.

The following table depicts the minimum regulations for the current zoning district of A-1 (Agriculture) and the requested zoning district of C-3 (General Wholesale and Commercial):

DISTRICT REGULATIONS	Existing Zoning (A-1)	Proposed Zoning (C-3)
Minimum Lot Size	43,560 square feet	N/A
Minimum House Size	N/A	N/A
Minimum Width at Building Line	150 feet	N/A
Front Yard Setback	50 feet	25 feet
Side Yard Setback	10 feet	0 feet*
(Street) Side Yard Setback	50 feet	25 feet
Rear Yard Setback	30 feet	10 feet*
Maximum Building Height	35 feet	35 feet

*Unless adjacent to a residential future land use designation or zoning classification

COMPATIBILITY WITH SURROUNDING PROPERTIES

The subject property is located in a multi-use area and includes a variety of Planned Commercial Developments (PCD), industrial developments, residential subdivisions, and agricultural uses.

Most notably, north of the subject property is the Trailwood Estates subdivision, which is a 190-lot, well established, single-family subdivision. The Trailwood Estates subdivision is assigned the R-1A (Single-family Dwelling) zoning classification and LDR Future Land Use (FLU) designation.

The subject property has frontage on Oaklando Drive and Mathews Road. Oaklando Drive is classified as a local roadway and Mathews Road is an ingress/egress easement. Oaklando Drive is a local roadway that cuts through two existing single-family subdivisions, Trailwood Estates and Oaklando Hills. *Seminole County Comprehensive Plan Policy TRA 2.5.2 Discourage Through Traffic* in residential areas and *Policy TRA 2.5.9 Access Control to Protect Residential Areas* discourages through traffic on residential roadways to protect the existing neighborhoods. The current application does not incorporate any vehicular access controls to limit possible impacts on 361 existing single-family homes.

Seminole County Comprehensive Plan FLU Policy 2.5 Transitional Land Uses in Urban Areas Not Approved For Mixed Development indicates that the County shall evaluate plan amendments to ensure that a transitional land use is provided as a buffer between residential and nonresidential uses and between varying intensities of residential uses. Further, *Exhibit FLU: Appropriate Transitional Land Uses* indicates that the Industrial may not be compatible adjacent to the LDR FLU. Staff finds that this application lacks sensitive site design and transitional standards.

The Board commissioned the Hillview Small Area Study in 1999, which was accepted by the Board on June 7, 2000. The Hillview Small Area Study recommended that this area be designated PD (Planned Development) FLU when ready to develop. Further, the study was concerned about compatibility of the existing single-family residential, light industrial, and new development. Glatting Jackson authored the study which recommended that the PDs have tailored land uses and design standards due to the ability to accommodate existing single-family development.

The IND FLU and C-3 zoning classifications do not allow for sensitive site design standards to be required at the time of the SSLUA and rezoning. The Seminole County Comprehensive Plan Exhibit – Appropriate Transitional Land Uses indicates that the IND FLU is not a transitional land use when adjacent to the LDR FLU.

The application does not include sensitive site design standards, such as: sufficient buffers (above and beyond Active/Passive); passive design features adjacent to the

LDR FLU (such as moving uses more interior to the site); limited hours of operation; noise limitation; limitations on maximum allowable building heights; residential-compatible architectural features; vehicular access avoiding residential developments; and other sensitive site design standards as appropriate. Further, the C-3 zoning classification allows for a wide variety of commercial and light industrial uses.

In the immediate vicinity the Hattaway/Hillview PCD, Harling Locklin Mathews Road/Oaklando Drive PCD, and Terry L. Butler PCD allow for a variety of industrial and office uses. The Hattaway/Hillview PCD and Terry L. Butler PCD allow for "residential (single and multi-family), industrial (office showroom and warehouse/storage facility), office, public uses, churches, daycare, and public/private education." The development orders prohibit the use of remote parking. All of the PCDs in the area require that "outside storage shall be screened as not to be visible from public view." None of the above referenced PCDs have received Final Site Plan approval from the Seminole County Board of County Commissioners.

Staff finds that the proposed SSLUA and rezone are not compatible with the surrounding areas, due to the lack of sensitive site design standards and lack of transitioning features, as required by the Seminole County Comprehensive Plan and recommended by the Hillview Small Area Study, which was accepted by the Board in 1999.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

FLU Element Plan Amendment Review Criteria:

The Future Land Use Element in the Comprehensive Plan lays out certain criteria that proposed future land use amendments must be evaluated against. Because this is a small area Future Land Use amendment with localized impacts, an individual site compatibility analysis is required utilizing the following criteria:

A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.

Staff Evaluation

The three PDs approved in the area have substantially changed the character of the area. However, none of the three approved PDs have obtained Final Site Plan/Developer's Commitment Agreement approval. Therefore, none of those projects have been constructed. Further, the 1999 Hillview Small Area Study identified this area for individual PDs containing light industrial uses with appropriate sensitive site design standards. However, this application is for an IND FLU and C-3 zoning classification, not a PD FLU or PCD/PUD zoning classification. Examples of uses within the C-3 zoning classification include: contractors' equipment storage yards; lumber yards;

laundry and dry-cleaning plants; machinery sales and storage; paint and body shops; warehouses; and uses permitted in the C-1, C-2 and C-3 zoning classification.

B. Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.

No information has been submitted by the applicant to address this issue.

C. Whether the site is suitable for the proposed use and will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations.

D. Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).

Staff Evaluation

The development will have to undergo Concurrency Review prior to Final Engineering approval and must meet all Concurrency standards in order to proceed.

The site will have to comply with all Land Development Regulations regarding development in and around wetland and floodplain areas at the time of Final Engineering.

The subject property is not located within any special or overlay district.

E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of the Land Development Code.

Staff Evaluation

The Seminole County Comprehensive Plan has explicitly made the preservation of neighborhoods a priority of the Comprehensive Plan. *Issue FLU 1: Neighborhood Protection* states:

> "For urban neighborhoods, the focus concerned the need for compatibility standards to guarantee that redevelopment and infill development fit well with existing neighborhoods, while ensuring that needed revitalization occurs. –This focus pertains to the key issue of ensuring viable – "Centers" as identified by the Central Florida Regional Growth Vision."

The Hillview Study recommended that the Active Buffer and Setback requirement apply to all sides of development that are adjacent to the LDR FLU or a residential zoning classification. Moreover, the Hillview Small Area Study recommended that this area be

designated PD (Planned Development) when ready to develop. Further, the study recommended that the PDs have tailored land uses and design standards that create a compatible situation between light industrial uses and the existing single-family residential uses.

Comprehensive Plan Policy FLU 2.5 Transitional Land Uses in Urban Areas Not Approved For Mixed Development, states that:

> "The County shall evaluate Plan amendments to ensure that transitional land uses are provided as a buffer between residential and nonresidential uses, between varying intensities of residential uses and in managing redevelopment of area no longer appropriate as viable residential areas, within urban areas where mixed development is not permitted. *Exhibit FLU: Appropriate Transitional Uses* is to be used in determining appropriate transitional uses."

Exhibit FLU: Appropriate Transitional Uses indicates that the proposed FLU and zoning (IND FLU and C-3 zoning classification) is not an appropriate transitional land use when adjacent to the LDR FLU.

Moreover, the subject property has frontage on Oaklando Drive, which is classified as a local roadway and Mathews Road, which is an ingress/egress easement. Oaklando Drive is a local roadway that cuts through two existing single-family subdivisions, Trailwood Estates and Oaklando Hills. *Comprehensive Plan Policy FLU 2.3 Roadway Compatibility* states:

> "The County shall encourage the viability of future residential neighborhoods adjacent to collector and arterial roadways by:
> 1. Requiring additional setbacks and buffers for residential development adjacent to future major collector and arterial roadways to minimize impacts of future roadway improvements;
> 2. Requiring development plans to transition residential and nonresidential land use intensities at major intersections to maximize compatibility with existing residential neighborhoods;
> 3. Discouraging through traffic on local residential roadways."

Comprehensive Plan Policy TRA 2.5.2 Discourage Through Traffic states:

> "The County shall endeavor to ensure that vehicular connections between subdivisions are designed to serve local residents and preclude through traffic."

Comprehensive Plan Policy TRA 2.5.9 Access Control to Protect Residential Uses states:

> "The County shall require that access to properties fronting on more than one roadway shall be designed to minimize impact to adjacent residential area. Access should be permitted on adjacent collector or arterial roadways and not on the adjacent local or residential streets. However, where improved traffic control can be achieved with minimum impact to adjacent residential neighborhoods, access may be considered on a local or residential street."

According to Staff's impact calculations, which are based upon an industrial development at a 0.65 Floor Area Ratio (F.A.R.) the subject property will be impacting the surrounding roadways with an additional 1,322 Average Daily Trips through the existing roadways. If Oaklando Drive is improved and access is from Oaklando Drive, then access to a signalized intersection at S.R. 434 and Lotus Landing Blvd will be provided via Oaklando Drive. Direct access to a signalized intersection may increase the probability that more trips will cut through the existing neighborhoods via Oaklando Drive, which is also not consistent with Seminole County Comprehensive Plan policies.

Staff finds that the proposed application is not consistent with *Seminole County Comprehensive Plan Policy FLU 2.3 Roadway Compatibility, Policy TRA 2.5.2 Discourage Through Traffic, Policy FLU 2.5 Transitional Land Uses in Urban Areas Not Approved For Mixed Development,* and *Exhibit FLU: Appropriate Transitional Uses*. Additionally, the proposed application is not consistent with the Hillview Small Area Study because of the requested zoning classification and FLU designation.

Staff finds that the proposed application lacks sensitive site design and transitional standards by not including the following in the application:

- sufficient buffers (above and beyond the Active buffer and setback);
- limitations on uses (such as no remote parking or vehicle storage);
- passive design features adjacent to the LDR FLU (such as moving uses more interior to the site);
- limited hours of operation;
- noise limitations;
- limitations on maximum allowable building heights;
- residential-compatible architectural features;
- vehicular access avoiding residential developments (no access on Oaklando Drive);
- and other sensitive site design standards as appropriate.

Staff finds that the Comprehensive Plan has the explicit issues, goals, and policies that support the preservation of existing neighborhoods. This is evident through the numerous Comprehensive Plan policies that discourage cut through traffic, discourage direct access to residential neighborhoods for nonresidential uses, and encourage sensitive site design standards for compatibility on infill parcels.

F. Whether the proposed use furthers the public interest by providing:

1. **Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site;**

2. **Dedications or contributions in excess of Land Development Code requirements;**

3. **A range of obtainable housing opportunities and choices, including affordable or workforce housing;**

4. **Economic development;**

5. **Reduction in transportation impacts on area-wide roads;**

6. **Mass transit and a variety of transportation choices; or**

7. **Whether the proposed land use designation is consistent with any other applicable Plan policies, and supports and is consistent with the Central Florida Regional Growth Vision, the Strategic Regional Policy Plan and the State Comprehensive Plan.**

The applicant is not proposing any additional facility improvements. The applicant's proposal does not consider affordable housing, economic development, mass transit, nor reduction in transportation impacts.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM map, with an effective date of 2007, there appears to be no floodplains on the subject property.
Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3), Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has elected to defer Concurrency Review at this time. The applicant will be required to undergo Concurrency Review prior to final engineering approval.

The following table depicts the impacts the proposed development has on public facilities:

Public Facility	Existing FLU (LDR)*	Proposed FLU (IND)**	Net Impact
Water (GPD)	7,700	50,640	+42,940
Sewer (GPD)	6,600	37,980	+31,380
Traffic (ADT)	211	1,322	+1,111

** Calculated as 22 single-family homes (overall net density of 4 du/ac)*
*** Calculated as an Industrial Park at 0.65 F.A.R.*

Utilities:

The site is located within Altamonte Spring's water and sewer utility service area. Altamonte Springs has a 12-inch water main on Oaklando Drive, an 8-inch water main on Mathews Road, and a force main on Oaklando Drive.

Transportation / Traffic:

The property proposes access onto Mathews Road which is an unpaved roadway within a private ingress/egress easement. The only public road fronting this parcel is Oaklando Drive, which is an unpaved local road, which does not have improvements programmed in the County 5-year Capital Improvement Program.

This site will require a road constructed to local roadway standards situated within a public or private right-of-way.

Drainage:

The proposed project is located within the Little Wekiva Drainage Basin and has limited downstream capacity. The site will have to be designed to hold the entire 25-year, 24-hour storm event onsite, if a positive defined outfall is not demonstrated by engineering or existing conditions on property.

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:

The developer will be required to build a 5-foot sidewalk along Mathews Road or Oaklando Drive for the frontage of their property.

The subject property is adjacent to the Low Density Residential Future Land Use designation. Compliance with the Active/Passive Buffers will be required at the time at site plan approval.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS

The subject property is not located within any Overlay District.

COMPREHENSIVE PLAN

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The following policies are applicable with the proposed project (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

Policy FLU 2.3: Roadway Compatibility
Policy FLU 2.5: Transitional Land Uses in Urban Areas Not Approved For Mixed Development

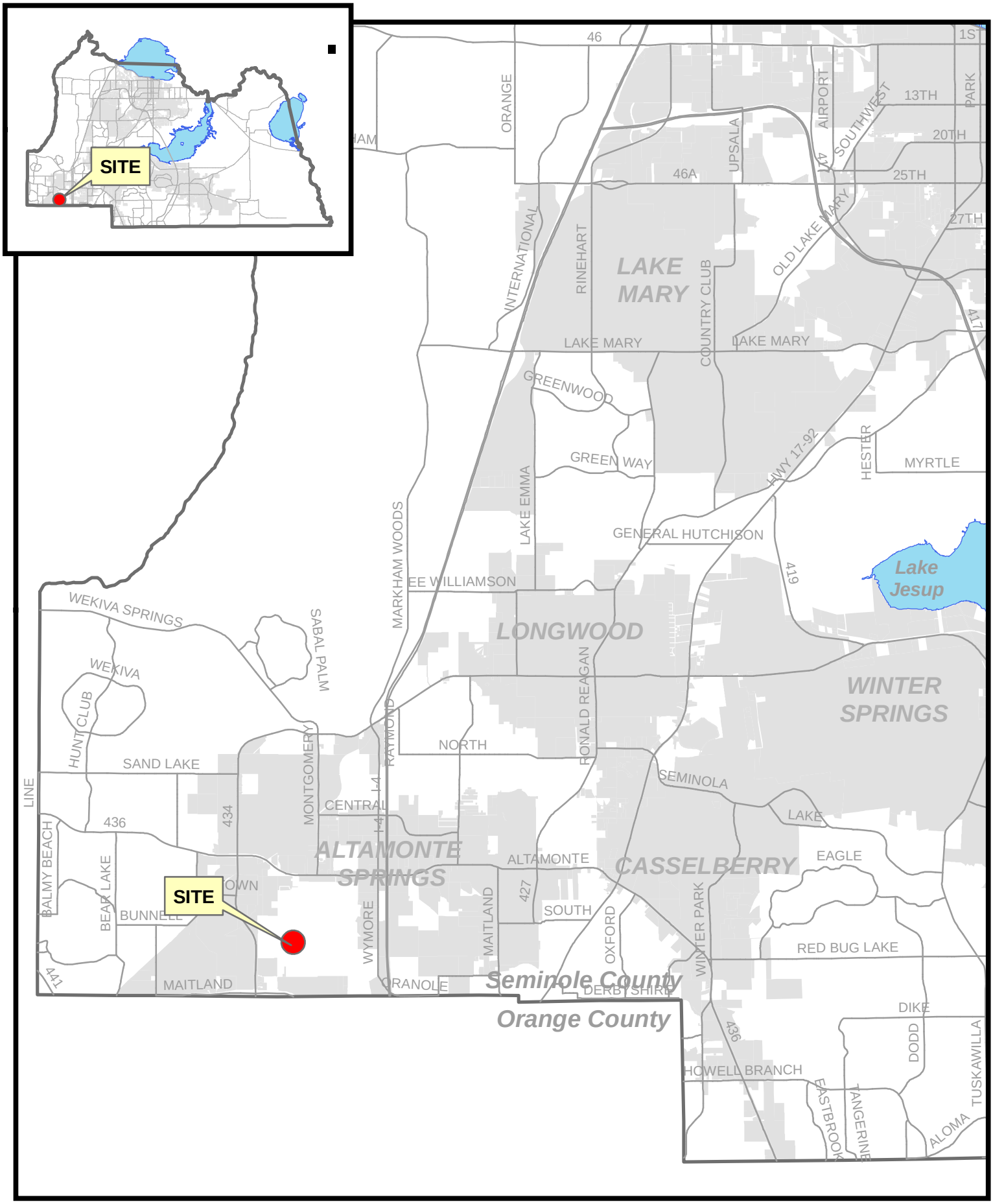
Policy FLU 16.4: Relationship of Land Use to Zoning Classifications
Policy FLU 16.5: Evaluation Criteria of Property Rights Assertions
Exhibit FLU: Appropriate Transitional Uses
Policy TRA 2.5.2: Discourage Through Traffic
Policy TRA 2.5.9: Access Control to Protect Residential Uses

INTERGOVERNMENTAL NOTIFICATION:

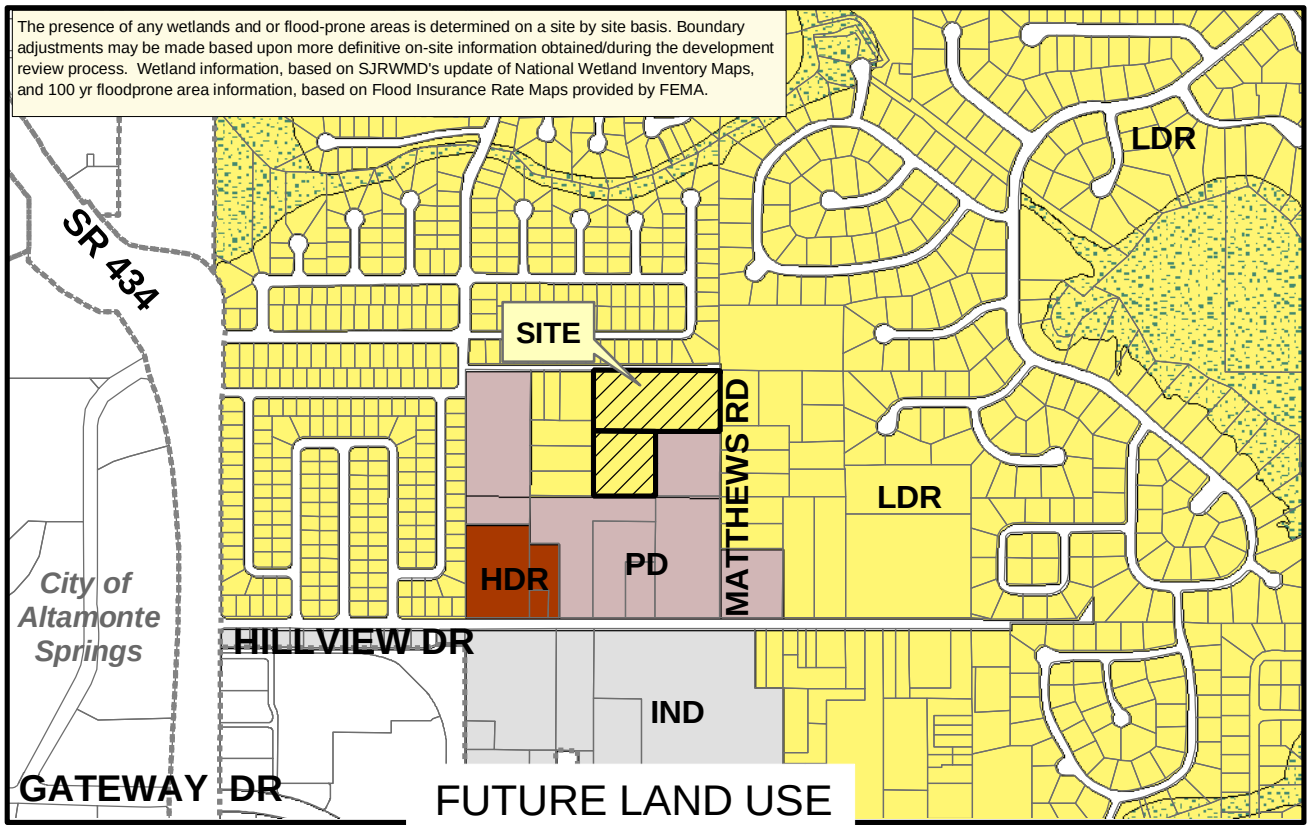
The subject property is not adjacent to any other jurisdictions. However, the property is located in the Altamonte Spring's utility service area. Altamonte Springs was notified of the application and has responded with the attached letter.

LETTERS OF SUPPORT OR OPPOSITION:

Staff has received five (5) letters in opposition to the request. The letters of opposition are attached.

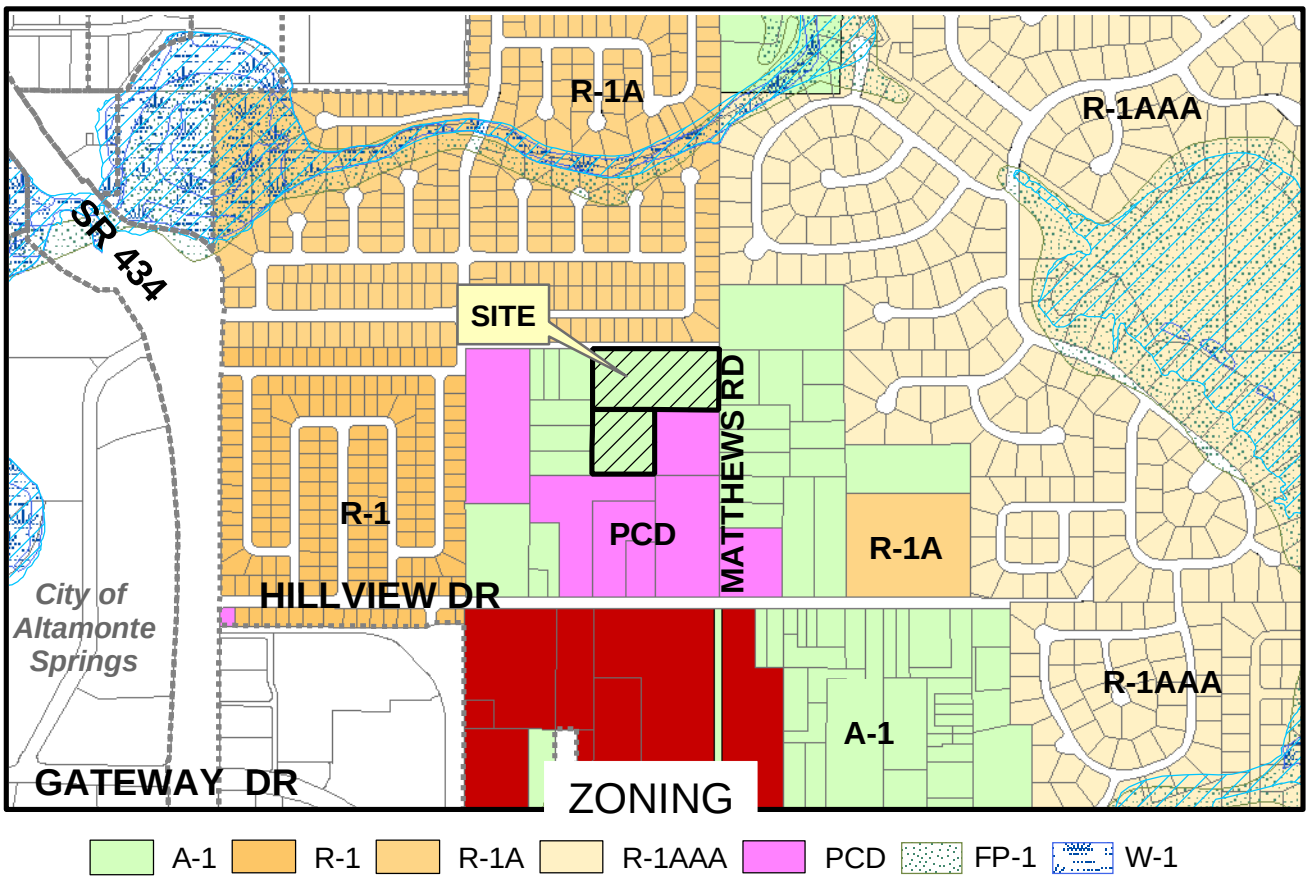


filename: L:/pl/projects/p&z/2008/GIS/staff_report_pkgs/sitemaps_large/Z2008-054 sitemap.mxd 12/22/08



Applicant: Hugh Harling
Physical STR: 22-21-29-300-0100 & 0120-0000
Gross Acres: 7.45 +/- BCC District: 3
Existing Use: Vacant
Special Notes:

	Amend/ Rezone#	From	To
FLU	08SS.07	LDR	IND
Zoning	Z2008-054	A-1	C-3



filename: L:/pl/projects/p&z/GIS/2007 staff report pkgs/amendments/z2008-054.mxd 12/22/08

Rezone No: Z2008-54
From: A-1 To: C-3
FLU No: 08SS.07
From: LDR To: IND

Parcel
Subject Property

Winter 2007 Color Aerials

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2008/site_aerials/Z2008-054 adaer 12/22/08

Subject Property
Oaklando Dr
S
E
W
N

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On April 28, 2009, 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): Hattaway Holdings, LLC

Project Name: Mathews Road Storage SSLUA/Rezone

Requested Development Approval: The applicant is requesting a Small Scale Land Use Amendment from LDR (Low Density Residential) to IND (Industrial) and a rezone for 7.48 ± acres located at the southwest corner of the intersection of Oaklando Drive and Mathews Road, from A-1 (Agriculture) to C-3 (General Commercial and Wholesale).

The Board of County Commissioners has determined that the requested Small Scale Land Use Amendment to IND (Industrial) and associated rezone to C-3 (General Commercial and Wholesale) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Mathews Road Storage SSLUA/Rezone" and all evidence submitted at the public hearing on April 28, 2009, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested Small Scale Land Use Amendment to IND and rezone to C-3 should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is **DENIED**.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Bob Dallari, Chairman

EXHIBIT "A"

Legal Description

Parcel 3 (per ORB 6971/ Pg. 1974)
Parcel ID # 22-21-29-300-0120-0000
Southwest ¼ of the Northeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 22, Township 21 South, Range 29 East, Seminole County, Florida

Containing 2.45 acres, more or less.

Parcel 7 (per ORB 6971/ Pg. 1974)
Parcel ID # 22-21-29-300-0100-0000
The North ½ of the Northeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 22, Township 21 South, Range 29 East, Seminole County, Florida, less road right-of-way.

Containing 5.00 acres, more or less.

ORDINANCE NO. 2009- **SEMINOLE COUNTY, FLORIDA**
Z2008-54

AN ORDINANCE FURTHER AMENDING ORDINANCE NUMBER 08-44, AS PREVIOUSLY AMENDED, KNOWN AS THE SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP OF THE SEMINOLE COUNTY COMPREHENSIVE PLAN BY VIRTUE OF SMALL SCALE DEVELOPMENT AMENDMENT (LEGAL DESCRIPTION IS SET FORTH AS AN APPENDIX TO THIS ORDINANCE); CHANGING THE FUTURE LAND USE DESIGNATION ASSIGNED TO CERTAIN PROPERTY FROM LOW DENSITY RESIDENTIAL TO INDSUTRIAL; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County enacted Ordinance Number 08-44 which adopted the Seminole County Comprehensive Plan ("the Plan"), which Plan has been subsequently amended from time-to-time and in accordance with State law; and

WHEREAS, the Board of County Commissioners has followed the procedures set forth in Sections 163.3184 and 163.3187, Florida Statutes, in order to further amend certain provisions of the Plan as set forth herein relating to a Small Scale Development Amendment; and

WHEREAS, the Board of County Commissioners has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Seminole County Local Planning Agency held a Public Hearing, with all required public notice, on February 4, 2009 and March 4,2009, for the purpose of providing recommendations to the Board of County Commissioners with regard to the Plan amendment set forth herein; and

WHEREAS, the Board of County Commissioners held a Public Hearing on April 28, 2009, with all required public notice for the purpose of hearing and considering the recommendations and comments of the general public, the Local Planning Agency, other public agencies, and other jurisdictions prior to final action on the Plan amendment set forth herein; and

WHEREAS, the Board of County Commissioners hereby finds that the Plan, as amended by this Ordinance, is consistent and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes, the State Comprehensive Plan, and the Comprehensive Regional Policy Plan of the East Central Florida Regional Planning Council.

NOW, THEREFORE, BE IN ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. RECITALS/LEGISLATIVE FINDINGS:

(a) The above recitals are true and correct and form and include legislative findings which are a material part of this Ordinance.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. AMENDMENT TO COUNTY COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION:

(a) The Future Land Use Element's Future Land Use Map as set forth in Ordinance Number 08-44, as previously amended, is hereby further amended by amending the future land use designation assigned to the following property and which is depicted on the Future Land Use Map and further described in the attached Appendix "A" to this Ordinance:

(b) The associated rezoning request was completed by means of Ordinance Number 09-_____.

(c) The development of the property is subject to the development intensities and standards permitted by the overlay Conservation land use designation, Code requirements and other requirements of law.

Section 3. SEVERABILITY:

If any provision of this Ordinance or the application to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 4. EXCLUSION FROM COUNTY CODE/CODIFICATION:

(a) It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall not be codified into the Seminole County Code, but that the Code Codifier shall have liberal authority to codify this Ordinance as a separate document or

as part of the Land Development Code of Seminole County in accordance with prior directions given to said Code Codifier.

(b) The Code Codifier is hereby granted broad and liberal authority to codify and edit the provisions of the Seminole County Comprehensive Plan, as amended.

Section 5. EFFECTIVE DATE:

(a) A certified copy of this Ordinance shall be provided to the Florida Department of State and the Florida Department of Community Affairs by the Clerk of the Board of County Commissioners in accordance with Section 125.66 and 163.3187, Florida Statutes.

(b) This ordinance shall take effect upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners; provided, however, that the effective date of the plan amendment set forth herein shall be thirty-one (31) days after the date of adoption by the Board of County Commissioners or, if challenged within thirty (30) days of adoption, when a final order is issued by the Florida Department of Community Affairs or the Administration Commission determining that the amendment is in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders, development permits, or land use dependent on an amendment may be issued or commence before an amendment has become effective. If a final order of noncompliance is issued by the Administration Commission, the affected amendment may nevertheless be made effective by the Board of County Commissioners adopting a resolution affirming its effective status, a copy of which resolution shall be provided to the Florida Department of Community

Affairs, Bureau of Local Planning, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100 by the Clerk of the Board of County Commissioners.

ENACTED this 28th day of April, 2009.

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

By:_____

Bob Dallari, Chairman

APPENDIX A

LEGAL DESCRIPTION

Parcel 3 (per ORB 6971/ Pg. 1974)
Parcel ID # 22-21-29-300-0120-0000
Southwest ¼ of the Northeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 22, Township 21 South, Range 29 East, Seminole County, Florida

Containing 2.45 acres, more or less.

Parcel 7 (per ORB 6971/ Pg. 1974)
Parcel ID # 22-21-29-300-0100-0000
The North ½ of the Northeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 22, Township 21 South, Range 29 East, Seminole County, Florida, less road right-of-way.

Containing 5.00 acres, more or less.

ORDINANCE NO. 2009- **SEMINOLE COUNTY, FLORIDA Z2008-54**

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) ZONING CLASSIFICATION THE C-3 (GENERAL COMMERCIAL AND WHOLESALE) 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 "Mathews Road Storage SSLUA/Rezone."

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from A-1 (Agriculture) to C-3 (General Commercial and Wholesale):

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 the date of filing with the Department.

ENACTED this 28th day of April 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Bob Dallari, Chairman

EXHIBIT "A"
<u>LEGAL DESCRIPTION</u>:

Parcel 3 (per ORB 6971/ Pg. 1974)
Parcel ID # 22-21-29-300-0120-0000
Southwest ¼ of the Northeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 22, Township 21 South, Range 29 East, Seminole County, Florida

Containing 2.45 acres, more or less.

Parcel 7 (per ORB 6971/ Pg. 1974)
Parcel ID # 22-21-29-300-0100-0000
The North ½ of the Northeast ¼ of the Southwest ¼ of the Northwest ¼ of Section 22, Township 21 South, Range 29 East, Seminole County, Florida, less road right-of-way.

Containing 5.00 acres, more or less.

Watkins, Austin

From: Stettner, Alison
Sent: Monday, March 30, 2009 11:56 AM
To: Watkins, Austin
Subject: FW: Gateway Center
Attachments: Gateway Act Center.JPG

Alison C. Stettner, AICP
Planning Manager
1101 E. First Street
Sanford, FL 32771
Phone: (407) 665-7339
Fax: (407) 665-7385
AStettner@seminolecountyfl.gov

From: DeBord, Dori
Sent: Thursday, March 26, 2009 1:28 PM
To: Stettner, Alison
Subject: FW: Gateway Center

Alison,

Attached is an e-mail from Frank Martz. I would like to revise the staff report to reflect that the City of Altamonte Springs has identified this property within their service area based on this e-mail confirmation.

Dori DeBord, AICP
Planning and Development Director
Seminole County Government
1101 E. First Street
Sanford, FL 32771
Office 407-665-7397

From: Franklin W. Martz, II [mailto:FWMartz@Altamonte.org]
Sent: Thursday, March 26, 2009 12:59 PM
To: DeBord, Dori
Subject: Gateway Center

Hi Dori – it was good talking with you earlier in the week.

The City understands that Bob Hattaway has made one or several applications to rezone property north of Hillview Drive. This note is to confirm the conceptual understandings between the City and Mr. Hattaway regarding his properties south of Hillview Drive. The City and Mr. Hattaway have a shared vision for development within the Gateway Center Activity Center; that being a conversion from industrial and dilapidated uses to first-class office and retail in a mixed-use and environmentally sustainable environment. A graphic generally depicting the Gateway Center Activity Center is attached.

The City will eventually extend Gateway Drive from its current terminus within the Gateway Crossings shopping center eastward to Keller Road. The City and Mr. Hattaway have conceptually agreed to a

future connection from Gateway Drive to Discovery Court, on Mr. Hattaway's Adult Toy Storage property. In addition, the City is discussing the potential connection of additional property Mr. Hattaway owns between the Adult Toy Storage and the rear of the Gateway Crossings retail center. Connection to Gateway Drive will be conditioned on either annexation into the City or execution of an irrevocable annexation agreement.

Upon annexation, City land use and zoning will be applied to those properties – and will be Multi-Use Development land use and MUD zoning, respectively. In addition to the uses available under the MUD zoning district, the City and Mr. Hattaway have discussed considering a few additional and compatible uses to be permitted on those properties. Those discussions are on-going. Additional uses will be compatible with the permitted use list in the MUD zoning district.

The City has identified the areas south and north of Hillview Drive to be in the City's utility service area. Future development in those areas that require utility services will be required by the City to execute irrevocable annexation agreements prior to connection to services. As we discussed, portions of Mr. Hattaway's holdings in this area are already subject to an annexation agreement, and through the connection of other properties to Gateway Drive, we foresee the remainder of Mr. Hattaway's properties south of Hillview Drive will become subject to a similar agreement.

As you know, the City does have adopted design guidelines within the Gateway Center and we appreciate that Seminole County has long supported substantial conformance to our guidelines by properties approved in Seminole County.

In the next month or two, the City will conclude its agreements with Mr. Hattaway with regard to connections to our roadway system, future use agreements and annexation agreements of the properties south of Hillview Drive. Mr. Hattaway, in addition to the above, indicated that he would donate to the City any right-of-way that is necessary to make such connections. Such is the nature of our strong partnership between the City and Mr. Hattaway.

Please let me know if you have any questions.

Regards,

Frank

Altamonte Springs

Franklin W. Martz, II
Director, Growth Management & Community Redevelopment Agency
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701
http://www.altamonte.org
FWMartz@Altamonte.org
407-571-8143
407-571-8156

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This e-mail message has been scanned for Viruses and Content and cleared by NetIQ MailMarshal

PLEASE NOTE: Florida has a very broad public records law. Any written communication to or from City officials regarding City business is a public record available to the public and media upon request. Your e-mail communications may be subject to public disclosures.

www.altamonte.org

Watkins, Austin

From: Harold Markovitz [haroldmarkovitz@yahoo.com]
Sent: Thursday, February 05, 2009 1:52 PM
To: Stettner, Alison; Williamson, Tina; Watkins, Austin; mbrown@seminolecountyfl.gov; mchase@seminolecountyfl.gov; btucker@seminolecountyfl.gov; dbates@seminolecountyfl.gov; kday@seminolecountyfl.gov; weismann@seminolecountyfl.gov; rwolf@seminolecountyfl.gov
Subject: Planning and Zoning

Dear Seminole County Zoning Board Members and Interested Media My name is Harold Markovitz and I attended the zoning meeting on February 4, 2009, in Sanford, Florida. I live in an established subdivision (Spring Valley) adjacent to the proposed site that is requesting a change in zoning from light residential to commercial. The politics I witnessed was shocking. I am commenting in regard to: Mathews Rd Storage Small Scale Land Use Amendment and Rezone. There were six board members present and the vote to approve the change in zoning was three/three. The board will now vote again when there will be one more member present. The Seminole County staff recommended a DENIAL for the change!!!

Here is my view on how our board is favoring a zoning change because the three board members, "good old boys", kept referring to the landowner by his first name and stating they knew his family and Mr. Bobby Hattaway would build a real nice place on his property because his family has helped build the area. Now I know Mr. Hattaway was in the state government and he has a lot of money and CONSIDERABLE INFLUENCE WITH THIS BOARD but let us look at the facts. The three board members voting against giving Mr. Hattaway his change to commercial zoning stated there was no protection provided to the residents in single-family homes. This is a fact! The three "good old boys" did not comment about helping a community of 400 homes help keep their homes free from a commercial endeavor butting up to their community. They merely threw their support to Mr. Hattaway. When I raised my hand to rebut their obvious cronyism, they said the people couldn't speak anymore.

My hats off to the three members supporting over one thousand people living in residential property next to Mr. Hattaway's site. The other three should get good supporting roles of in a movie that titled, " IT'S NOT WHAT YOU KNOW BUT WHO YOU KNOW". How can one man's greed come before the concerns of over 1,000 people who occupy the homes?

I challenge the board to at least require a planned development for the site that would guarantee the homeowners a fair shake against Mr. Hattaway. You are supposed to represent the PEOPLE.

Sincerely

Harold Markovitz
haroldmarkovitz@yahoo.com
407 619 2927
120 Variety Tree Cir
Altamonte Springs, FL 32714

E.J. Elliott
143 Variety Tree Circle
Altamonte Springs, FL 32714

Seminole County Planning and Zoning Commissioners and
Seminole County Board of County Commissioners

RE: Mathews Road Rezone SSLUA

Submitted by: E.J. Elliott

Commissioners:

I and my family reside at 143 Variety Tree Circle, Altamonte Springs, and have lived here for 38 years.

The subject property comprises the Southeast quadrant of the intersection of Mathews and Oaklando Streets.

The land comprising the Northeast quadrant of the same intersection is part of my homestead – currently less than 50 feet apart.

Yet, I was never notified of the impending attempt to rezone it, nor have I learned of any other proximate neighbors who had been notified of the rezoning attempt. On many previous rezoning hearings I and many others within proximity were, indeed, noticed in writing, and I for one, had come to rely on such notice. This time I learned only yesterday of the impending hearing and there is not sufficient time to alter firm business commitments previously made so that I could be present at the hearing in person.

The residential communities of Spring Valley and Trailwood are good quality, peaceful neighborhoods where a mixture of seniors, as well as a lot of young families with many children place a lot of value in the upkeep of their homes and enjoy the peace and quiet ambiance of the area.

The owners, or tenants, of the land seeking rezoning own land on both sides of Mathews Road and have a long history of trying through rezoning and in practice to degrade the development and character of the entire area. They now come before you asking you to rezone these parcels from their existing Low Density Residential to the dramatic degradation of "Industrial".

These folks, all the while that their property has been zoned Low Density Residential have been doing their own thing. They have been in fact violating seriously their existing zoning using the properties as Heavy Industrial, and worse. The property is a veritable heavy trucking depot, in combination with what appears to be a junk yard.

Many times the peace and tranquility of the area is rattled by the simultaneous revving of several huge diesel engines as they apparently are tuning them up, or warming up. If this is the respect they are giving to a Low Density Residential Zoning, I leave it to your imaginations to envision what they will do to the area if they were actually granted Industrial. God Help Us!

Even though this week, probably in anticipation of this hearing, most of the trucks were gone, if you were to visit the area you couldn't help but ask the question, "Where are the employees of the tax payers of Seminole County, who are responsible and being paid to enforce compliance to the zoning laws, and what are they doing about it?"

Given this applicant's track record of non-compliance with zoning laws, and the slack performance of the County's enforcement arm, I dread to imagine the degradation of use these parcels of land will be subjected to, and the effect upon all of us who live around them.

On behalf of many of our neighbors who, like me could not be here due to the lack of notice, we beseech both the Planning/Zoning Commission as well as the Board of County Commissioners to insist on retaining and enforcing the current zoning of Low Density Residential, and to Deny the applicant's request to rezone Industrial.

Sincerely,

E.J. Elliott

02.03.2009

02.03.2009

02.03.2009

02.03.2009

02.03.2009

02.03.2009

Dear Sirs, 2/3/2009

I just heard that in the orange groves behind Variety Tree Circle they want to change the zoning to industrial

I live on Variety Tree Circle and I am opposed to this Change as are many of my neighbors.

We live in a very nice quiet, clean neighborhood and want to keep it that way.

Thank you very much,

Susan I. Roberts
129 Variety Tree Circle
Altamonte Springs, FL 32714

Feb 3. 2009

TO WHOM IT MAY CONCERN

I CURRENTLY OWN PROPERTY LOCATED AT 135 VARIETY TREE CIRCLE, ALTAMONTE SPRINGS FLORIDA. IT IS MY UNDERSTANDING THAT A REQUEST HAS BEEN RECEIVED TO CHANGE THE ZONING FROM AGRICULTURAL TO INDUSTRIAL, FOR PROPERTY LOCATED TO THE REAR AND ADJACENT TO MY PROPERTY.

I UNDERSTAND THAT A HEARING ON THE SUBJECT IS TO BE CONDUCTED ON WED. FEBRUARY 4. SINCE I WAS NOT NOTIFIED OF THE PROPOSED ZONE CHANGE REQUEST OR THE MEETING I WILL BE UNABLE TO ATTEND.

I WAS OPPOSED TO A SIMILAR REQUEST FOR ZONE CHANGE AND REMAIN OPPOSED TO THIS REQUEST.

L. Robert Dumont
L.R. DUMONT

February 4, 2009

TO: Seminole County Government Land Planning Agency/ Planning and Zoning Commission

FR: Donna Jones, 108 Pine Tree Lane, Altamonte Springs, FL 32714

RE: Agenda Item "F" also referred to as Hugh Harling application/ Hattaway Holdings, LLC, #3-Van Der Weide

File # Z2008-54

As a matter of personal safety and a matter of the security of hundreds of children, families and seniors living next to the aforementioned property, I respectfully request the Seminole County Government Land Planning Agency/ Planning and Zoning Commission deny the request of applicant Hugh Harling, Hattaway Holdings LLC, to rezone/ amend land use from LDR (Low Density Residential) to IND (Industrial) and rezone from A-1 (Agricultural) to C-3 (General Commercial and Wholesale) as detailed in the applicant's overview presentation – File # Z2008-54.

I am the mother of an elementary school child and a member of a residential play group of parents of school-age children, as well as the Spring Valley Farms Community Association. I am concerned about the potential for an accident, industrial fire, theft and other issues that could result in amending the land use and rezoning the property as detailed in the related applicant's plans as they relate to Mathews Road and those acres listed. Such amendments and rezoning as outlined, in my opinion, risk the health of people residing and doing business in the surrounding areas. I am also concerned about the fact that there has been allegations this property is currently being used in violation of its current zoning. Please take a leadership role in opposing the sitting of these proposed rezoning plans as stated. Thank you

2-4-09

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

Please provide the information as requested below in accordance with Ordinance No. 07- _____:

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name:_____ Name:_____
Address:_____ Address:_____
Phone #:_____ Phone #:_____

Name:_____ Name:_____
Address:_____ Address:_____
Phone #:_____ Phone #:_____

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation:_____ Name of Corporation:_____
Officers:_____ Officers:_____
Address:_____ Address:_____
Directors:_____ Directors:_____
Address:_____ Address:_____
Shareholders:_____ Shareholders:_____
Address:_____ Address:_____

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust:_____
Trustees:_____ Beneficiaries:_____
Address:_____ Address:_____
_____ _____

(Use additional sheets for more space.)

SEMINOLE COUNTY
APPLICATION AND AFFIDAVIT

4. For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners.

Name of Partnership: Hattaway Holdings, LLC
Principal: Robert T. Hattaway
Address: 601 Hillview Alt.Spring, Fl

Name of Partnership: _____
Principal: _____
Address: _____

(Use additional sheets for more space.)

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

Contract Vendee:
Name: _____
Address: _____

Contract Vendee:
Name: _____
Address: _____

(Use additional sheets for more space.)

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

1-7-2009
Date

Robert T. Hattaway
Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 7th day of January, 2009 by Robert Hattaway.

Donna M. McCaskill
Signature of Notary Public

DONNA M. MCCASKILL
Print, Type or Stamp Name of Notary Public

Notary Public State of Florida
Donna M McCaskill
My Commission DD486196
Expires 12/21/2009

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

For Use by Planning & Development Staff

Date: _____ Application Number: _____

MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
FEBRUARY 4, 2009

Members present: Matthew Brown, Walt Eismann, Rob Wolf, Dudley Bates, Ben Tucker and Kimberly Day.

Members absent: Melanie Chase.

Also present: Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; Austin Watkins, Senior Planner; Ian Sikonia, Senior Planner; Joy Williams, Planner; Jim Potter, Senior Engineer, Development Review Division; Cynthia Sweet, Senior Planner; Kathleen Furey-Tran, Assistant County Attorney; and Connie R. DeVasto, Clerk to the Commission.

F. Mathews Rd Storage Small Scale Land Use Amendment and Rezone; **Hugh Harling, applicant**; 7.45 ± acres; Small Scale Land Use Amendment from LDR (Low Density Residential) to IND (Industrial) and Rezone from the A-1 (Agriculture) to the C-3 (General Commercial and Wholesale) district; located at the southwest corner of Oaklando Drive and Mathews Road. (Z2008-54 / 08SS.07)

District 3 – Van der Weide
Austin Watkins, Senior Planning

Austin Watkins, Planning Division – presented this item and stated that the subject property is located in a multi-use area and includes a variety of Planned Commercial Developments, industrial developments, residential subdivisions, and agricultural uses.

North of the subject property is the Trailwood Estates subdivision, which is a 190-lot, well established, single-family subdivision. The Trailwood Estates subdivision is assigned the R-1A (Single-family dwelling) zoning classification and LDR Future Land Use (FLU) designation.

The subject property has frontage on Oaklando Drive and Mathews Road. Oaklando Drive is classified as a local roadway and Mathews Road is an ingress/egress easement. Oaklando Drive is a local roadway that cuts through two existing single-family subdivisions, Trailwood estates and Oakland Hills.

Seminole county comprehensive Plan Policy FLU 2.3 Roadway compatibility states:

> "The County shall encourage the viability of future residential neighborhoods Adjacent to collector and arterial roadways by:
>
> 1. Requiring additional setbacks and buffers for residential development adjacent to future major collector and arterial roadways to minimize impacts of future roadway improvements;

2. Requiring development plans to transition residential and nonresidential land use intensities at major intersections to maximize compatibility with existing residential neighborhoods;
3. Discouraging through traffic on local residential roadways."

Comprehensive Plan Policy TRA 2.5.2 Discourage Through Traffic states:

> "The County shall endeavor to ensure that vehicular connections between subdivisions are designed to serve local residents and preclude through traffic."

Comprehensive Plan Policy TRA 2.5.9 Access Control to Protect Residential Uses states:

> "The County shall require that access to properties fronting on more than one roadway shall be designed to minimize impact to adjacent residential area. Access should be permitted on adjacent collector or arterial roadways and not on the adjacent local or residential streets. However, where improved traffic control can be achieved with minimum impact to adjacent residential neighborhoods, access may be considered on a local or residential street."

According to Staff's impact calculations, which are based upon an industrial development at a 0.65 Floor Area Ration (F.A.R.), the subject property will be impacting the surrounding roadways with an additional 1,322 Average Daily Trips through the existing roadways. If Oaklando Drive is improved and access is from Oaklando Drive, then access to a signalized intersection at S.R. 434 and Lotus landing Boulevard will be provided via Oaklando Drive. Direct access to a signalized intersection may increase the probability that more trips will cut through the existing neighborhoods via Oaklando Drive, which is also not consistent with the Seminole county Comprehensive Plan policies.

The Seminole County Comprehensive Plan has explicitly made the preservation of neighborhoods a priority of the Comprehensive Plan. Issue FLU 1: Neighborhood Protection states:

> "For urban neighborhoods, the focus concerned the need for compatibility standards to guarantee that redevelopment and infill development fit well with existing neighborhoods, while ensuring that needed revitalization occurs. This focus pertains to the key issue of ensuring viable "Centers" as identified by the Central Florida Regional Growth Vision."

Seminole County Comprehensive Plan FLU Policy 2.5 Transitional Land uses in Urban Areas Not approved for Mixed Development indicates that the County shall evaluate plan amendments to ensure that a transitional land use is provided as a buffer between residential and nonresidential uses and between varying intensities of residential uses.

Further, Exhibit FLU: Appropriate Transitional Land Uses indicates that Industrial is not compatible adjacent to the LDR FLU. Staff finds that this application lacks sensitive site design and transitional standards.

The Board commissioned the Hillview Small Area Study in 1999, which was accepted by the board on June 7, 2000. The Hillview Small area Study recommended that this area be designated PD (Planned Development) FLU when ready to develop. Further, the study was concerned about compatibility of the existing single-family residential, light industrial and new development. Glatting Jackson authored the study which recommended that the PDs have tailored land uses and design standards due to the ability to accommodate existing single-family development.

In the immediate vicinity, the Hattaway/Hillview PCD, Harling Locklin Mathews Road/Oaklando Drive PCD, and Terry L. Butler PCD allow for a variety of industrial and office uses. The Hattaway/Hillview PCD and Terry L. Butler PCD allow for "residential (single and multi-family), industrial (office showroom and warehouse/storage facility), office, public uses, churches, daycare, and public/private education". The development orders prohibit the use of remote parking. All of the PCDs in the area require that "outside storage shall be screened as not to be visible from public view". None of the above reference PCDs have received Final Site Plan approval from the Seminole County Board of County Commissioners.

During the Development Review Committee (DRC) process, Staff advised the Applicant to pursue the PD FLU and PCD zoning classification for a more appropriate FLU and zoning, which incorporates sensitive site design standards and other transitional features because the IND FLU and C-3 zoning classifications do not permit conditions of approval. This advice was based upon the Hillview Small Area Study, Seminole County Comprehensive Plan policies, adjacent Future land Use designations, lack of sensitive site design standards, and to ameliorate the negative impacts of incompatibility to the adjacent LDR FLU, such as adverse lighting, noise, and traffic. However, the Applicant decided to move forward with the IND FLU and C-3 zoning.

Staff finds that the proposed application is not consistent with Seminole County Comprehensive Plan Policy FLU 2.3 Roadway Compatibility, Policy TRA 2.5.2 Discourage Through Traffic, Policy FLU 2.5 Transitional Land Uses in Urban Areas Not Approved For Mixed Development, and Exhibit FLU; Appropriate Transitional Uses. Additionally, the proposed application is not consistent with the Hillview Small Area Study because of the requested zoning classification and FLU designation.

Staff finds that the proposed application lacks sensitive site design and transitional standards by not including the following in the application:

- Sufficient buffers (above and beyond the Active buffer and setback);
- Limitation on uses (such as no remote parking or vehicle storage);
- Passive design features adjacent to the LDR FLU (such as moving uses more interior to the site);

- Limited hours of operation;
- Noise limitations
- Limitations on maximum allowable building heights;
- Residential-compatible architectural features;
- Vehicular access avoiding residential developments (no access on Oaklando Drive);
- And other sensitive site design standards as appropriate.

Staff finds that the Comprehensive Plan has the explicit issues, goals, and policies that support the preservation of existing neighborhoods. This is evident through the numerous Comprehensive Plan policies that discourage cut through traffic, discourage direct access to residential neighborhoods for nonresidential uses, and encourage sensitive site design standards for compatibility on infill parcels.

Staff recommends denial of this request.

Bob Hattaway, Applicant – stated that in 1974, he purchased 17 or 18 acres on Hillview Drive for a greenhouse business. This greenhouse business was in operation until 1988. At that time, his request to rezone this property to C-3 was approved by the Board and his greenhouse business was converted to the current business – Adult Toy Storage. There are 500,000 square feet of building space with 25 acres of outside parking and is about 85% to 90% filled.

A few years ago, he started purchasing property on the north side of Hillview Drive and with the subject property, owns approximately 29 acres. This is the future for Hattaway Holdings, LLC and Adult Toy Storage.

The City of Altamonte Springs sold the property to the south of Adult toy Storage and will be bringing in a major road that will go through his property with proposed office buildings, hotels and parks.

He showed pictures of the subject property and the surrounding area, including Spring Valley, the sewer plant, a landscape company, an area where semi-tractor trailers are parked and a small church on Oaklando.

In addition, he showed many areas adjacent to his property which are covered with junk and debris as well as a house on Mathews Road that is falling down.

He is a business man and does not intend to harm his neighbors. He is asking for reasonable uses that are compatible for the community and will improve Seminole County.

Commissioner Bates – asked if the Applicant is looking at the property on the north side of Hillview to relocate his business or add to it?

Mr. Hattaway – they are looking at it as an addition to and possible relocation as well. With the world as it is today, they do not want to limit themselves.

The Commission took a 5 minute recess at 8:00 and resumed at 8:05 p.m.

Hugh Harling, Applicant – has been working with Mr. Hattaway since 1974. The County codes have protections in place to protect residential areas such as Spring Valley from issues such as noise, odors, lighting, and buffering issues.

The separation was set by Spring Valley and other subdivisions to the north and west of the subject property. They are protected now and should be protected in the future from adjacency.

They received a letter from the County stating they were not going to maintain the roadways of Oaklando and Mathews. Mr. Hattaway offered to donate his portion of the right-of-way along the entire length of Oaklando and Mathews, but has not received any response from the County to-date.

He believes these roads need to be paved, especially since there is currently a lot of traffic in this area.

They are prepared to buffer themselves against the neighbors to the north of them and request that this item be approved.

Commissioner Eismann – for the record, the Commission received four letters from Donna Jones, L. R. Durmont, Susan Roberts and E. J. Elliott.

No one spoke in favor of this request from the audience.

Ernest Walters – was not clear about the request and wanted to know why the roads are not maintained.

Commissioner Eismann – advised that this Commission does not address the maintenance of the roads and asked if Staff could answer Mr. Walters' question.

Alison Stettner, Planning Manager – asked Mr. Walters to give his name and phone number to Jim Potter with Development Review so he can contact Public Works with respect to Mr. Walters' concerns.

Barry Johnson – he has lived in this area since 1962 and is opposed to the request, especially due to the traffic problems that are a direct result of Mr. Hattaway's business.

Kevin Bano – advised that he is opposed to this project due to increased traffic, noise, and odors. He would like to know what the zoning Industrial means.

Mr. Watkins – explained the proposed request.

Mr. Bano – asked if Industrial means heavy industrial such as organic chemicals?

Mr. Watkins – stated that Industrial land use will allow for a variety of zoning designations which may be more restrictive than the actual land use. The Applicant is asking for one of the lesser intensive of the allowable zoning classifications under Industrial.

James Stephenson – spoke on behalf of the Spring Valley Farms Community Association Board of Directors and advised that they are opposed to the change in zoning to Industrial. They are worried that any type of business can be placed in this area, especially if Mr. Hattaway sells the property in the future.

Commissioner Tucker – asked Mr. Stephenson to point out where his house is.

Mr. Stephenson – pointed out the location of his house and advised that it is 1000 feet from the property line.

Commissioner Eismann – asked Mr. Stephenson if he has a wood fence in his backyard.

Mr. Stephenson – advised that he has a chain link fence, but others have a concrete block fence.

Pat Green – pointed out the location of her house and advised that she has lived in Spring Valley for 24 years. She also pointed out a gravel area where trucks park all the time. They constantly hear the beeping sound of the trucks. She is opposed to this request as she believes it would be an inappropriate use for this area and it would hurt their property values. She also believes there needs to be a transitional area with additional buffering.

Robert Timlin – is opposed to this project mainly because of the noise. He said Spring Valley is a family oriented neighborhood with small children and he worries about their security if this project is approved.

Maryanne Sinacore – pointed out the location of her house and advised that she is opposed to this project. There are a lot of trucks and boats going up and down the dirt road consistently and they don't have any peace and quiet any longer.

Harold Markovitz – has lived in this area since 1991 and is opposed to this project. The proximity of Mr. Hattaway's property is very close to the Spring Valley neighborhood. You can see it, hear it and sometimes smell it.

Mr. Harling – addressed the points brought up by the citizens and stated that he believes they can only see the property if they look over a concrete wall; the Applicants have talked about odor control and the existing County ordinances; the beeping of trucks is required by law for safety reasons; and between the time this item goes before the Board of County Commissioners, they will work on mitigating all the issues including the noise issues, which seem to be the biggest complaint.

Commissioner Tucker – gave background history of this area and stated that there have been trucks going down these roads long before Mr. Hattaway opened his business. He stated that he stores his personal RV at Mr. Hattaway's business. He does not believe this area will ever be a single-family residential development that matches Spring Valley.

Commissioner Tucker – asked Staff if they know how far the sewer plant is from the proposed property?

Mr. Watkins – advised that he was not sure.

Commissioner Tucker – asked Staff if they know where the chlorine tanks that are used to treat the water are stored?

Mr. Watkins – pointed to where he believes the tanks are on the overhead map.

Commissioner Tucker – stated he believes the Hattaway family has done formidable work in the development of this community. He also believes this is a valid business which is buffered in many ways from the residential area. He does not believe it is as bad as being discussed.

Commissioner Brown – stated that he lives in Spring Valley and hears the noise but does not smell any odors. He stated that he does not have any complaints with the smell. He believes the problem with straight zoning would be not having the opportunity to increase the buffering. He also stated that he can see the property without looking over a wall.

General discussion ensued regarding contract zoning and straight zoning.

Commissioner Wolf – stated that the residents have a reasonable expectation that this would be developed in a residential capacity. It has been stated by the citizens as well as one of the Commissioners that noise is a problem and by approving this item, that problem would only increase. He further believes there are compatibility and transitional issues with this project as presented and will have a hard time supporting this request.

Commissioner Day – stated that she believes this will not be single-family, low residential at all and it is a transition zone. This would be a suitable use on the majority

of the property; but there needs to be some provision in there for some greater buffering for the portion of the property that backs up to residential.

She does agree that the dirt road needs to be paved and commended the Applicant for donating the right of way. The extension of Gateway Drive will eliminate a lot of the cut through traffic. It makes sense that the area around Hillview and Mathews would be a good use for the proposed project, but as you get closer to the residential area, there needs to be a greater buffer requirement.

Commissioner Brown – regarding Mr. Harling's remark that he will work on the noise issues, with straight zoning, you cannot contract zone. The Applicant can commit to it but the commitment is nothing.

Commissioner Brown – asked Kathleen Furey-Tran if that was correct.

Kathleen Furey-Tran, Assistant County Attorney – advised that it was.

Commissioner Brown – stated he would trust Mr. Hattaway, but legally they cannot do that (referring to commitments made).

Commissioner Wolf – asked if the Developer submits a plan that has extensive buffers and shows some mitigation for sound, would that be enough?

Mrs. Furey-Tran – the issue would be if the property was resold, the property is still the C-3 zoning.

Commissioner Brown made a motion to deny this request.

Commissioner Wolf seconded this motion.

This motion tied with Commissioners Brown, Wolf and Day voting to deny and Commissioners Tucker, Eismann and Bates opposing the motion.

In light of the tie vote, Commissioner Tucker made a motion to move this item to the Board of County Commissioners without a recommendation.

General discussion ensued with respect to this motion.

Commissioner Tucker's motion dies for lack of a second.

Commissioner Brown – would like to encourage other members of the Commission to consider protecting the homeowners from the noise and the other issues inherent with this area.

Commissioner Tucker – asked Mrs. Stettner if this had been submitted as requested by Staff, would Staff have a different recommendation?

Mrs. Stettner – stated quite possibly, if it had come in as a PCD with appropriate transitional buffering area, Staff would recommend approval.

Commissioner Tucker – if the Applicants came up with the exclusions voluntarily, agreed to them and did a straight zoning, would Staff agree to that?

Mrs. Stettner – stated not at all. Staff cannot control any conditions placed on a straight zoning.

Commissioner Tucker – asked Mrs. Stettner why the previous item was approved when it had a list of stipulations?

Mrs. Stettner – stated that is was not a straight zoning.

Commissioner Tucker – stated that is was a straight zoning with exceptions.

Mr. Watkins – advised that the items presented earlier were for Planned Development zoning classifications so Staff was able to place limitations on uses such as setbacks, buffers, and other design standards.

The proposed item before the Commission references those sensitive site design standards; however, this application is lacking these. The reason this application is lacking these is because it's a straight rezone classification and not a Planned Development.

Commissioner Tucker – asked if the other criteria in the Code for standards for buffers, landscaping, etc., apply within straight zoning?
Mr. Watkins – stated that if this application was approved, the active/passive buffering standards as well as performance standards would apply to the property. However, there are several public policy documents adopted by the Board of County Commissioners, such as the Hillview Small Area Study, which was completed by Glatting Jackson that recommended this property be developed as a Planned Development with particular limitations on uses as well as the Land Development Code and the Comprehensive Plan.

Commissioner Tucker – stated that his question was, (regarding the Code within straight zoning), are the areas of passive buffers that are in straight zoning inadequate?

Mr. Watkins – according to this particular application and Staff's review, the adopted policies of the Board of County Commissioners and the Hillview Area Study, Staff feels that the buffering standards located within the Land Development Code are inadequate.

Commissioner Tucker – are they inadequate in a general sense?

Mr. Watkins – they are inadequate per the Glatting Jackson Hillview Small Area Study which recommended the buffers be above and beyond the active/passive requirements.

Mrs. Stettner – the active/passive buffering standards that are currently in the Land Development Code are problematic, as the Commission knows from the past workshops. It is an area that Staff frequently works with and is why Staff is making recommendations in the new Land Development Code to change those standards to more of a performance based zoning concept that allows increased landscaping and structure abilities so that we can have better buffering between these types of uses.

However, at this time, Staff does not have that. Staff has an area study that says the buffering standards are not adequate as they are today and the Comprehensive Plan that says Industrial and Low Density Residential are not compatible land uses.

Commissioner Wolf – would the Applicant have to submit a Planned Development that incorporates those buffers for this to be approved and then they would be held to these standards?

Mrs. Stettner – yes

Commissioner Wolf – asked how this would work – would the Applicant withdraw this application and come back with a new application for a Planned Development?

Mrs. Stettner – advised that they could take the recommendation of this Commission today and move forward to the Board of County Commissioners, or they could go back and create a Planned Development and then come back to this Commission with a different plan.

General discussion ensued with respect to this request.

Commissioner Brown made a motion to deny this request.

Commissioner Eismann asked for a legal ruling on whether another motion is in order.

Mrs. Furey-Tran – with a 3 – 3 vote, the Commission can take another vote.

Commissioner Eismann – do we need another vote or another motion?

Mrs. Furey-Tran – the Commission can make another motion and then vote on the motion.

Commissioner Wolf seconded the motion to deny the request.

General discussion ensued with respect to this request and how to handle a tie vote.

Commissioner Bates – asked Commissioner Brown to point out the location of his house.

Commissioner Brown pointed out the location.

Commissioner Tucker – stated that he does not see a problem with sending this to the Board of County Commissioners without a recommendation.

Commissioner Brown – stated that this Commission is a recommending Board and should not send anything to the Board of County Commissioners without a recommendation.

Commissioner Wolf – agreed with Commissioner Brown.

This motion tied with Commissioners Brown, Wolf and Day voting to deny and Commissioners Tucker, Eismann and Bates opposing the motion.

Commissioner Eismann stated that this issue will have to be moved to a date certain.

Mrs. Stettner – would the Commission like to move this item to the next meeting, March 4?

Commissioner Wolf – asked if the Applicant has to come back with the exact same application or could it be modified before it comes back in March?

Mrs. Stettner – advised that it would be the exact same package.

Commissioner Wolf – asked if the Applicant chose to make any changes to it and bring it back next month, is that possible?
Mrs. Stettner – stated not at this time.

Commissioner Eismann – asked Mrs. Furey-Tran if the Commission would have to rehear the entire item again or is it just for discussion and then another vote?

Mrs. Furey-Tran – the public hearing has already been closed so it will be open for discussion and then take another vote.

Commissioner Eismann – since the absent Commissioner did not hear the presentation of this item, what happens?

Mrs. Furey-Tran – the absent Commissioner will have the benefit of the minutes and if they have questions, they will be able to direct those questions to anyone they would like.

MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
MARCH 4, 2009

Members present: Matthew Brown, Walt Eismann, Rob Wolf, Dudley Bates, Melanie Chase and Kimberly Day.

Members absent: Ben Tucker.

Also present: Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; Dori DeBord, Planning and Development Director; Austin Watkins, Senior Planner; Ian Sikonia, Senior Planner; Joy Williams, Planner; Lee Shaffer, Principal Engineer, Development Review Division; Kathleen Furey-Tran, Assistant County Attorney; and Connie R. DeVasto, Clerk to the Commission.

Continued Item:

A. Mathews Rd Storage Small Scale Land Use Amendment and Rezone; **Hugh Harling, applicant**; 7.45 ± acres; Small Scale Land Use Amendment from LDR (Low Density Residential) to IND (Industrial) and Rezone from the A-1 (Agriculture) to the C-3 (General Commercial and Wholesale) district; located at the southwest corner of Oaklando Drive and Mathews Road. (Z2008-54 / 08SS.07)

District 3 – Van der Weide
Austin Watkins, Senior Planning

Commissioner Chase – advised the Commission that, since she was absent at last month's meeting, she has reviewed the video, visited the property, spoke to all parties from both sides and did research on whether she should abstain from voting on this issue.

Having read the Statutes on when a Commissioner should or can abstain and due to the fact that she does not have any business interest in the item and will not gain or lose from the outcome of this item, she will be voting on this item and will not abstain.

Commissioner Wolf made a motion to recommend denial of this request.

Commissioner Brown seconded the motion.

Commissioner Chase – when she reviewed the video, she got the impression that most of the Commissioners, if not all, seemed to have a problem with the lack of

adequate buffering against the Spring Valley Subdivision. She believes this is an impermissible request from the Applicant.

Commissioner Brown – stated that there are lighting issues in addition to the 100 foot buffer issue. The Future Land Use of this property is Low Density Residential but it could become Medium Density Residential. The City of Altamonte Springs' plan with Gateway Drive; which is on the other side of Adult Toy Storage, is going to be developed in an office or retail type of setting and they will not be encouraging industrial uses within the city in that area.

To develop this property, the Applicant will have to go into Altamonte city water.

Austin Watkins – the site is located in an "unclaimed" water and utilities service area. If this item is approved, one of the utility providers would have to claim that area.

Alison Stettner – has spoken to Altamonte city staff and they have advised that they will serve this area in the future.

Commissioner Brown – does not believe the industrial zoning is appropriate. If it was going to be industrial, then the Planned Development would at least give you a way to address the issues.

The homes that surround this area, Trailwood being impacted even more than Variety Tree Circle, are above 75% homestead and are established neighborhoods.

The motion to deny passed 4 – 2 with Commissioners Eismann and Chase voting no.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Plumosa Avenue (525) Rezone from R-2 to RP

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Joy Williams **EXT:** 7399

MOTION/RECOMMENDATION:

1.Approve the request and enact an ordinance for a rezone from R-2 (One & Two Family Dwelling) to RP (Residential Professional) district for 0.20 ± acres, located approximately 100 feet east from the intersection of S. Ronald Reagan Boulevard and Plumosa Avenue, and approve the associated Site Plan and Development Order, and authorize the Chairman to execute the aforementioned documents, based on staff findings (Nathaniel Weaver/ Thomas McKeon); or

2.Deny the request for a rezone from R-2 (One & Two Family Dwelling) to RP (Residential Professional) district for 0.20 ± acres, located approximately 100 feet east from the intersection of S. Ronald Reagan Boulevard and Plumosa Avenue, and authorize the Chairman to execute the Denial Development Order, (Nathaniel Weaver/ Thomas McKeon); or

3.Continue the item to a time and date certain

District 4 Carlton D. Henley Joy Williams

BACKGROUND:

The applicant, Nathanial Weaver, is requesting a rezone from R-2 to RP, in order to convert an existing 920 square foot single-family dwelling into an accounting office. The subject property has a Medium Density Residential Future Land Use designation, which allows for the requested zoning district.

The accounting office will have two employees; the proposed hours of operation will be from 9 A.M. – 5 P.M. Monday thru Friday and closed on the weekends. Due to the nature of the business, the applicant does not anticipate any additional increase in traffic to the site than would otherwise be generated by a single-family dwelling. The applicant has proposed a 6-foot high privacy fence and a 5-foot landscaped buffer along the perimeter of the property in order to minimize any adverse impacts to the adjacent property owners.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:

The Planning and Zoning Commission met on March 4, 2009, and voted unanimously (6-0) to recommend approval of the request for a rezone from R-2 (One & Two Family Dwelling) to RP (Residential Professional) District for 0.20 ± acres, located approximately 100 feet east from the intersection of S. Ronald Reagan Boulevard and Plumosa Avenue, and recommended approval of the associated Site Plan and Development Order.

STAFF RECOMMENDATION:

Staff recommends the Board approve the request and enact an ordinance for a rezone from R-2 (One & Two Family Dwelling) to RP (Residential Professional) district for 0.20 ± acres, located approximately 100 feet east from the intersection of S. Ronald Reagan Boulevard and Plumosa Avenue, and approve the associated Site Plan and Development Order, and authorize the Chairman to execute the aforementioned documents, based on staff findings.

ATTACHMENTS:

1. Staff Report
2. Location Map
3. Future Land Use Map
4. Aerial Map
5. Approval Development Order
6. Rezone Ordinance
7. Denial Development Order
8. LPA P and Z Meeting Minutes
9. Ownership Disclosure Form

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

Plumosa Avenue (525) Rezone **Rezone from R-2 to RP**		
APPLICANT	Nathaniel Weaver / Thomas McKeon	
PROPERTY OWNER	Nathaniel & Nadine Weaver	
REQUEST	Rezone from R-2 (One & Two Family Dwelling) to RP (Residential Professional) district.	
PROPERTY SIZE	0.20 ± acres	
HEARING DATE (S)	P&Z: March 4, 2009	BCC: April 28, 2009
PARCEL ID	07-21-30-510-0A00-0270	
LOCATION	Approximately 100 feet east from the intersection of S. Ronald Regan Boulevard and Plumosa Avenue	
FUTURE LAND USE	MDR (Medium Density Residential)	
ZONING	R-2 (One & Two Family Dwelling)	
FILE NUMBER	Z2008-58	
COMMISSION DISTRICT	#4 – Henley	

Proposed Development:

The applicant proposes to convert and existing 920 square foot single family dwelling into a professional accounting office. This will be a low intensity use with a total of two employees; the applicant has stated that over 90% of the business will be conducted offsite in order to provide convenient scheduling to their clients.

ANALYSIS OVERVIEW:

ZONING REQUEST

The following table depicts the minimum regulations for the current zoning district of R-2 (One & Two Family Dwelling) and the requested zoning district of RP (Residential Professional).

DISTRICT REGULATIONS	Existing Zoning (R-2)	Proposed Zoning (RP)
Minimum Lot Size	9,000 sq. ft.	* None
Minimum House Size	700 sq ft – 1400 sq ft.	* None
Minimum Width at Building Line	75 ft.	* None
Front Yard Setback	25 feet	25 feet
Side Yard Setback	10 feet	10 feet
(Street) Side Yard Setback	25 feet	25 feet
Rear Yard Setback	30 feet	30 feet
Maximum Building Height	35 feet	**1 story

*** No minimum lot size or width for special uses as long as the necessary parking requirements can be met.**

**** NEW CONSTRUCTION ONLY, PER SEC. 30.628.**

COMPATIBILITY WITH SURROUNDING PROPERTIES:

The property to the north has an Industrial Future Land Use designation with an M-1 (Industrial) zoning classification. The properties to the west and east have a Medium Density Residential (MDR) Future Land Use with an R-2 zoning classification, and the property to the south has a Medium Density Residential (MDR) Future Land Use with an R-1 zoning classification.

The Future Land Use Designation of the subject property is Medium Density Residential (MDR) which allows the requested RP (Residential Professional) zoning district. Staff finds the proposed rezoning request consistent and compatible with the surrounding development patterns of the area.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS:

Floodplain Impacts:

Based on FIRM map with an effective date of 2007, there appears to be no floodplains on the subject property.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there are not endangered and threatened wildlife on the subject property.

PUBLIC FACILITY IMPACTS:

Rule 9J-5.0055(3)(c)1-2, Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development.

Utilities:

The site is located in the City of Altamonte Springs utility service area, and is currently connected to public utilities. There is a 6-inch water main and an 8-inch gravity sewer main on Lake Mobile Dr.

Transportation / Traffic:

The property access is from Plumosa Avenue which is classified as a local road and does not have improvements programmed in the County 5-year Capital Improvement Program.

School Impacts:

The proposed change in use will not generate any school impacts.

Drainage:

The proposed project is located within the Little Wekiva Drainage Basin, and has limited downstream capacity. The site will have to be designed to hold the 100-year, 24-hour total retention for any new impervious.

Parks, Recreation and Open Space:

The site is currently a single-family dwelling that is proposed to be used as an office. No additional open space is required.

Buffers and Landscaping:

The applicant proposes a 5-foot landscaped buffer along the perimeter of the property in addition to a 6-foot high wood privacy fence. The landscaping will consist of 17 Japanese Blueberry trees, 53 Sweet Viburnum hedges, and 42 Giant Border Grass plants within the buffer and parking areas.

The Board of County Commissioners may place additional restrictions on buffer and landscaping requirements per Sec. 30.624 (c).

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS:

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS:

The subject property is not located within any special district or overlay.

SEMINOLE COUNTY COMPREHENSIVE PLAN:

The following policies are applicable with the proposed project:

Policy FLU 2.6: Conversion of Residential Structures
Policy FLU17.4: Relationship of Land Use to Zoning Classifications

INTERGOVERNMENTAL NOTIFICATION:

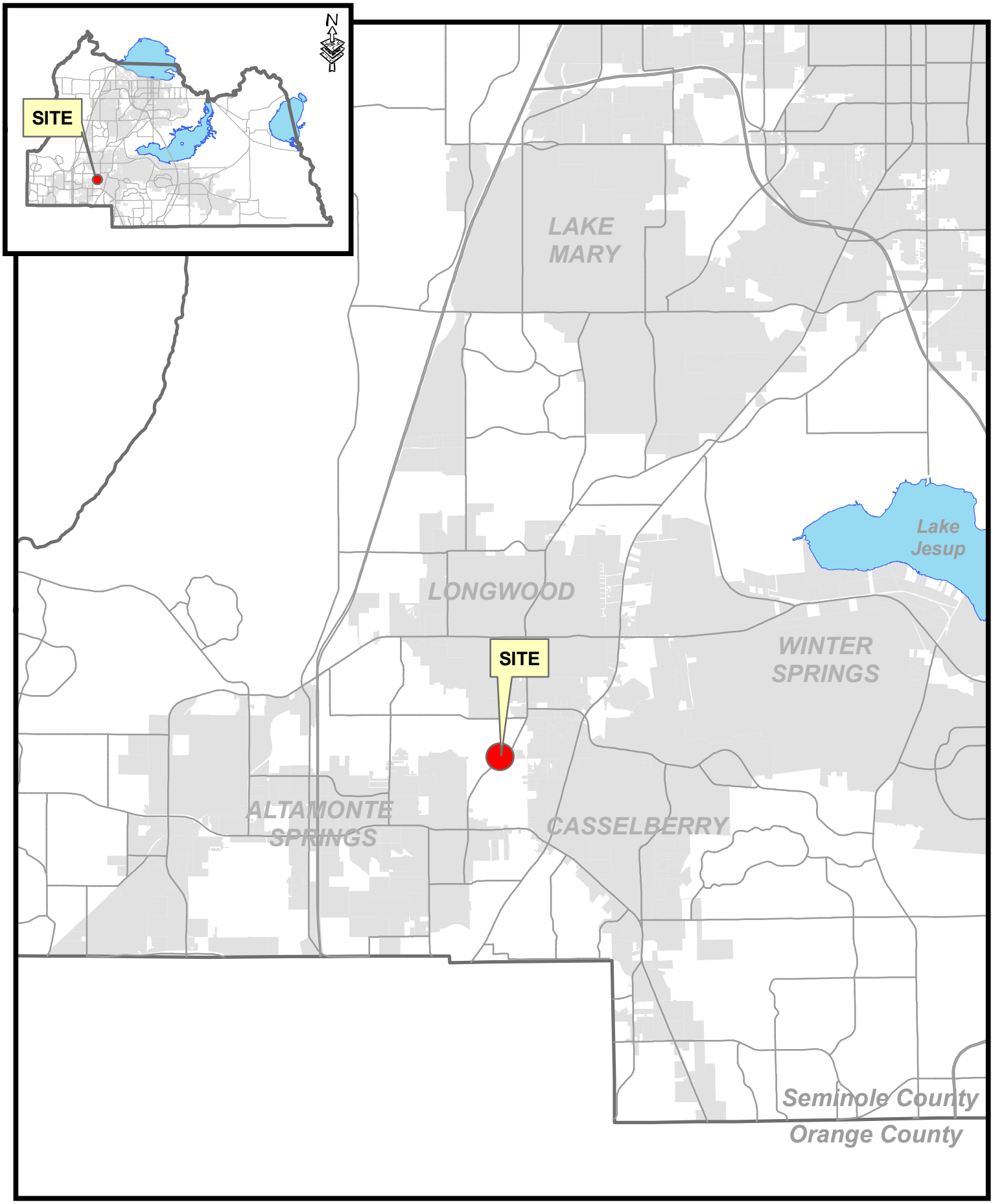
An Intergovernmental notice was sent to the City of Casselberry on February 4, 2009.

LETTERS OF SUPPORT OR OPPOSITION:

At this time, Staff has received no letters of support or opposition.

STAFF RECOMMENDATION:

Staff recommends approval of the request for a rezone from R-2 (One & Two Family Dwelling) to RP (Residential Professional) district for 0.20 ± acres, located approximately 100 feet east from the intersection of S. Ronald Regan Boulevard and Plumosa Avenue, and recommend approval of the associated Site Plan and Development Order.



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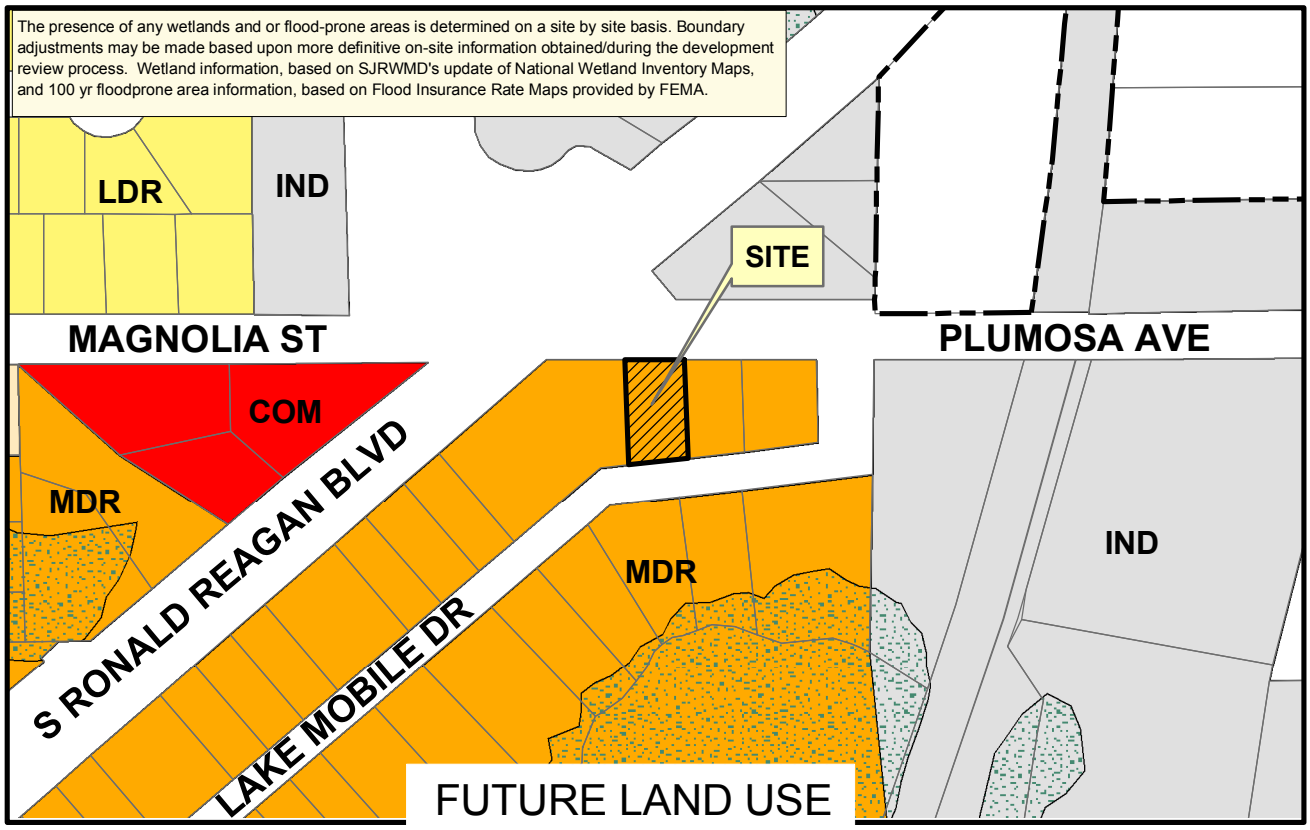
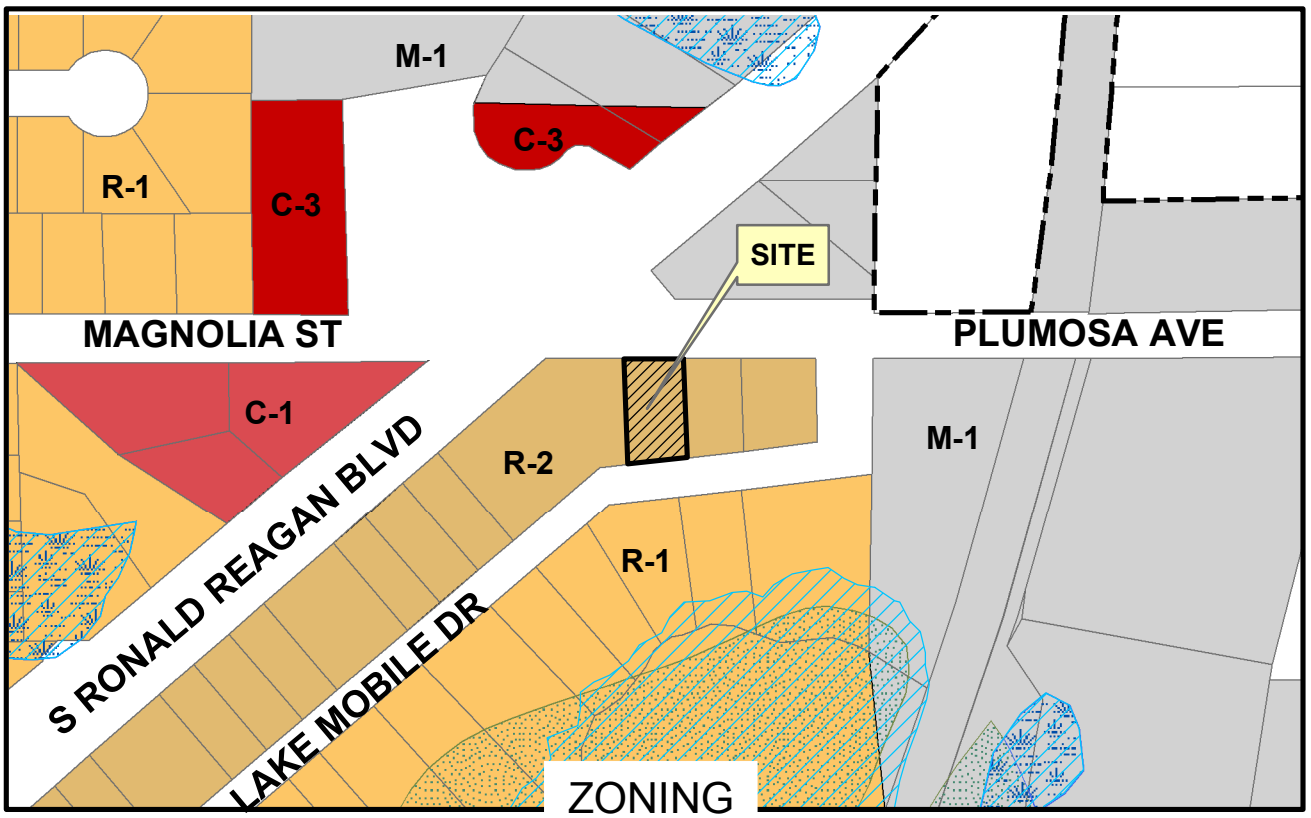


LDR MDR COM IND Site CONS Municipality

Applicant: Nathaniel & Nadine Weaver
Physical STR: 07-21-30-510-0A00-0270
Gross Acres: 0.16 +/- BCC District: 4
Existing Use:
Special Notes:

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2008-058	R-2	RP

N



R-1 R-2 C-1 C-3 M-1 FP-1 W-1 Municipality

filename: L:/pl/projects/p&z/GIS/2008 staff report pkgs/amendments/z2008-058.mxd 1/04/09

Rezone No: Z2008-058
From R-2 to RP

Parcel
Subject Property

N

Winter 2007 Color Aerials

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2008/site_aerials/Z2008-058 adaer 1/04/09

SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On April 28, 2009, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit "A"

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: Nathaniel & Nadine Weaver
525 Plumosa Avenue
Altamonte Springs, FL 32701

Project Name: Plumosa Avenue (525)

Requested Development Approval: Request for a rezone from R-2 (One & Two Family Dwelling) to RP (Residential Professional) district for 0.20 ± acres, located approximately 100 feet east from the intersection of S. Ronald Regan Boulevard and Plumosa Avenue.

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

Prepared by: Joy Williams, Planner
1101 East First Street
Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED.**

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

a. Permitted uses shall be limited to Professional Offices only.
b. Hours of operation shall be from 9 A.M. – 5 P.M. Monday – Friday and closed on Saturday and Sunday.
c. No more than two (2) employees may be on property at a given time.
d. The applicant shall install a six-foot tall opaque fence along the perimeter property line to provide a buffer from existing residential.
e. There will be a 5-foot landscaped buffer along the perimeter of the property consisting of 17 understory trees and a hedge that shall be maintained at no less than 36 inches in height.
f. All development shall comply with the site plan attached labeled Exhibit B.
g. Per Sec. 30.631. of the Land Development Code; Any substantial change to the approved site plan, or any substantial change of use shall be reviewed by the Seminole County Planning and Zoning Commission and approved by the Seminole County Board of Commissioners.

(4) This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
Bob Dallari
Chairman, Board of County Commissioners

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Nathaniel & Nadine Weaver, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

_____	_____
Witness	Nathaniel Weaver
_____	_____
Witness	Nadine Weaver

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Nathaniel & Nadine Weaver who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2009.

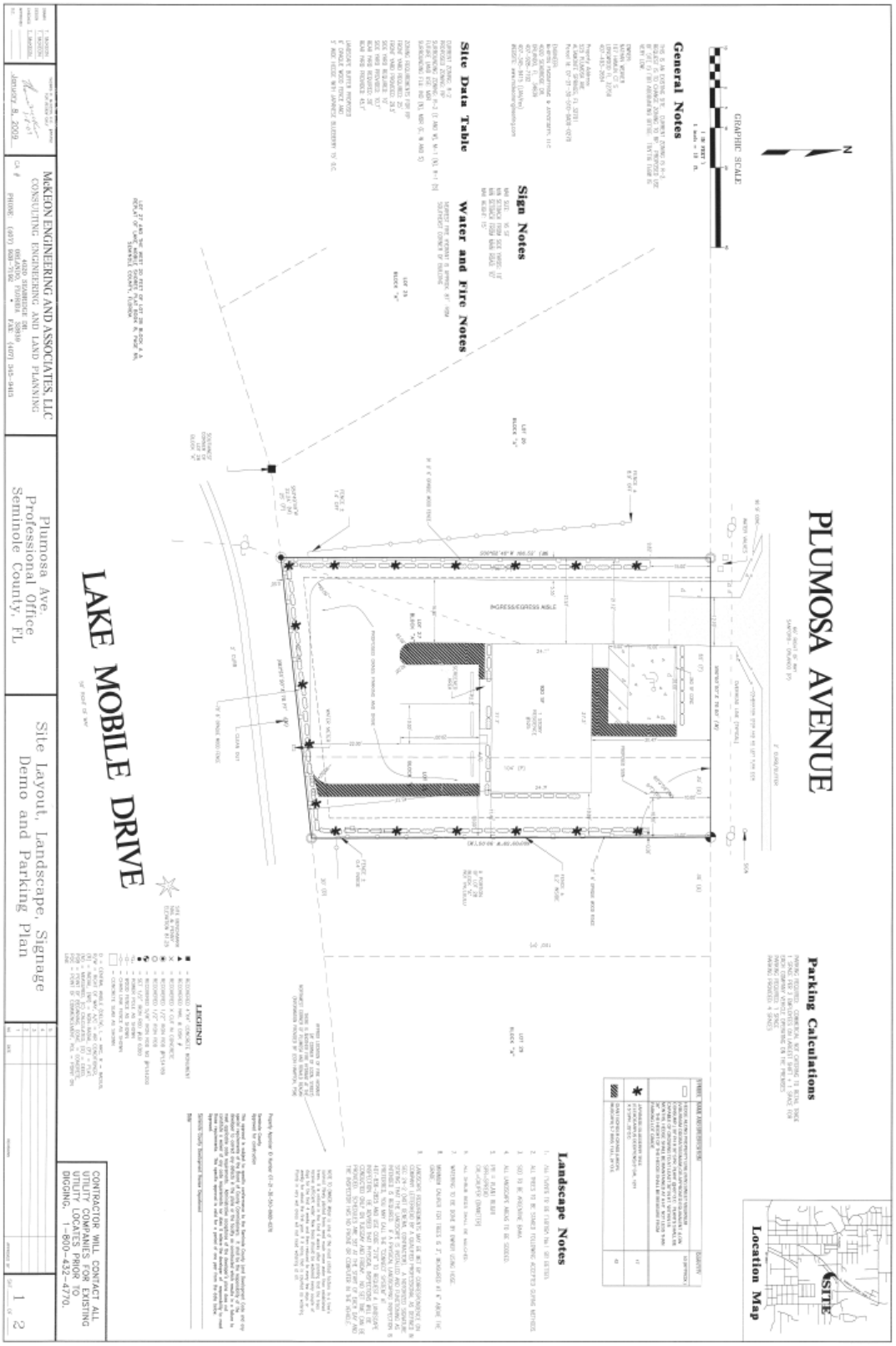
_____
Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION

LOT 27 + W 20 FT OF LOT 28 BLK A REPLAT OF LAKE MOBILE SHORES PB 8 PG 55, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

EXHIBIT B
SITE PLAN



ORDINANCE NO. 2009 **SEMINOLE COUNTY, FLORIDA**
Z2008-58

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LENGTHY LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE R-2 (ONE & TWO FAMILY DWELLING) ZONING CLASSIFICATION THE RP (RESIDENTIAL PROFFESIONAL) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled Plumosa Avenue (525) Rezone dated April 28, 2009.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from R-2 (One & Two Family Residential) to RP (Residential Professional):

SEE ATTACHED EXHIBIT A

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective on the recording date of the Development Order #08-20000010 in the Official Land Records of Seminole County.

ENACTED this 28th day of APRIL 2009.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Bob Dallari, Chairman

EXHIBIT A
LEGAL DESCRIPTION

LOT 27 + W 20 FT OF LOT 28 BLK A REPLAT OF LAKE MOBILE SHORES PB 8 PG 55, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

FILE # Z2008-58 **DEVELOPMENT ORDER # 08-20000010**

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On April 28, 2009, Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

Property Owner(s): Nathaniel & Nadine Weaver
525 Plumosa Avenue
Altamonte Springs, FL 32701

Project Name: Plumosa Avenue (525) Rezone

Requested Development Approval: Request for a rezone from R-2 (One & Two Family Dwelling) to RP (Residential Professional) district for 0.20 ± acres, located approximately 100 feet east from the intersection of S Ronald Regan Boulevard and Plumosa Avenue.

The Board of County Commissioners has determined that the rezone request from R-2 (One & Two Family Dwelling) to RP (Residential Professional) district is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Plumosa Avenue (525) Rezone" and all evidence submitted at the public hearing on April 28, 2009, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested rezone from R-2 (One & Two Family Dwelling) to RP (Residential Professional) should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is **DENIED**.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Bob Dallari, Chairman

EXHIBIT “A”

MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
MARCH 4, 2009

Members present: Matthew Brown, Walt Eismann, Rob Wolf, Dudley Bates, Melanie Chase and Kimberly Day.

Members absent: Ben Tucker.

Also present: Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; Dori DeBord, Planning and Development Director; Austin Watkins, Senior Planner; Ian Sikonia, Senior Planner; Joy Williams, Planner; Lee Shaffer, Principal Engineer, Development Review Division; Kathleen Furey-Tran, Assistant County Attorney; and Connie R. DeVasto, Clerk to the Commission.

E. Plumosa Avenue (525) Rezone; **Nathaniel Weaver/Thomas McKeon, Applicants**; 0.20 ± acres; Rezone from R-2 (One & Two Family Dwelling) to RP (Residential Professional) district; located approximately 100 feet east from the intersection of S. Ronald Regan Boulevard and Plumosa Avenue. (Z2008-58)

District 4 - Henley
Joy Williams, Planner

Joy Williams, Planning Division – the Applicant proposes to convert an existing 920 square foot single-family residence into an accounting office. The office will operate under two employees; and the proposed hours of operation will be from 9 A.M. – 5 P.M. Monday thru Friday. Due to the nature of the business, the Applicant does not anticipate any additional increase in traffic that would otherwise be generated by a single family dwelling.

The Applicant proposes a 5-foot landscaped buffer along the perimeter of the property in addition to a 6-foot high wood privacy fence, in order to minimize any adverse impacts on the adjacent property owners.

The subject property has a Medium Density Residential Future Land Use which allows for the RP zoning district.

The property to the north has an Industrial Future Land Use designation with an M-1 (Industrial) zoning classification. The properties to the west, south, and east, have a Medium Density Residential (MDR) Future Land Use, with R-1 and R-2 zoning classifications. Staff finds the requested zoning district of RP to be compatible with the surrounding development patterns of the area.

Staff recommends approval of the request

Nathaniel Weaver, Applicant – stated that this area is becoming increasingly less useful for residential use and therefore is proposing to use this area for his office. He agrees with Staff findings and would be happy to answer any questions.

No one spoke in opposition to this request from the audience.

Christine Watkins – stated that she will be a neighbor of the Applicant if this item is approved and is not in opposition to this request as long as the change is gradual.
Commissioner Wolf made a motion to recommend approval of this request.

Commissioner Bates seconded the motion.

The motion passed unanimously 6 – 0.

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

Please provide the information as requested below in accordance with Ordinance No. 07- _____:

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name: Nathaniel Weaver
Address: 107 S. Hamlin CT, Longwood, FL 32750
Phone #: 407-493 2654, 407-830-5968

Name: Nadine Turnbull Weaver
Address: 107 S Hamlin CT, Longwood, FL 32750
Phone #: 407-493-2654, 407-830-5968

Name:
Address:
Phone #:

Name:
Address:
Phone #:

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation:
Officers:
Address:
Directors:
Address:
Shareholders:
Address:

Name of Corporation:
Officers:
Address:
Directors:
Address:
Shareholders:
Address:

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust:
Trustees:
Address:

Beneficiaries:
Address:

(Use additional sheets for more space.)

SEMINOLE COUNTY
APPLICATION AND AFFIDAVIT

4. For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners.

Name of Partnership:_____ Name of Partnership:_____
Principal:_____ Principal:_____
Address:_____ Address:_____
(Use additional sheets for more space.)

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

Contract Vendee: Contract Vendee:
Name:_____ Name:_____
Address:_____ Address:_____
(Use additional sheets for more space.)

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

12/4/08
Date

Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 4th day of Dec, 2008 by _____.

Gloria Barbeau
Signature of Notary Public

Gloria Barbeau
Commission # DD493998
Expires: DEC. 08, 2009
Bonded Thru Atlantic Bonding Co., In
Print, Type or Stamp Name of Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Gloria Barbeau
Commission # DD493998
Expires: DEC. 08, 2009
Bonded Thru Atlantic Bonding Co., In

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

For Use by Planning & Development Staff

Date:_____ Application Number:_____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Markham Woods Road Rezone from RC-1 to A-1

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Joy Williams **EXT:** 7399

MOTION/RECOMMENDATION:

1. Approve the request and enact an ordinance for a rezone from RC-1(Country Homes) to A-1 (Agriculture) for 5 ± acres, located on the west side of Markham Woods Road, approximately ½ mile north of E.E Williamson Road, and authorize the Chairman to execute the aforementioned document, based on staff findings (Marjorie Chalfant / Jeffrey Hensley); or

2. Deny the request for a rezone from RC-1(Country Homes) to A-1 (Agriculture) for 5 ± acres, located on the west side of Markham Woods Road, approximately ½ mile north of E.E Williamson Road, and authorize the Chairman to execute the Denial Development Order (Marjorie Chalfant / Jeffrey Hensley); or

3. Continue the item to a time and date certain.

District 5 Brenda Carey Joy Williams

BACKGROUND:

Applicant Marjorie Chalfant is requesting a rezone from RC-1 (Country Homes) to A-1 (Agriculture) for 5 ± acres, to allow for those uses permitted under the A-1 zoning district.

The subject site was granted a special exception in 1989 to allow for the keeping of horses and ponies for the immediate use of the occupant and guest. The site currently consist of a single family residence, a guest home, and a horse barn.

The Future Land Use designation of the surrounding properties is Suburban Estates (SE); the properties to the north, west, and east have an A-1 (Agriculture) zoning classification, and the property to the south has an RC-1 (Country Homes) zoning classification. Staff finds the proposed rezone to the A-1 (Agriculture) zoning classification is consistent and compatible with the surrounding zoning and future land use designations.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on March 4, 2009 and voted unanimously 6-0 to recommend denial of the request to rezone from RC-1 (Country Homes) to A-1 (Agriculture) for 5 ± acres, located on the west side of Markham Woods Road approximately ½ mile north of E.E Williamson Road.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the request and enact an ordinance for a rezone from RC-1(Country Homes) to A-1 (Agriculture) for 5 ± acres, located on the west side of Markham Woods Road, approximately ½ mile north of E.E Williamson Road, and authorize the Chairman to execute the aforementioned document, based on staff findings.

ATTACHMENTS:

1. Staff Report
2. Location Map
3. Future Land Use Map
4. Aerial Map
5. Rezoning Ordinance
6. Denial Development Order
7. LPA P and Z Meeting Minutes
8. Ownership Disclosure Form

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

Markham Woods Road (1650) Rezone from RC-1 to A-1		
APPLICANT	Marjorie Chalfant / Jeffrey Hensley	
PROPERTY OWNER	Marjorie Chalfant	
REQUEST	Rezone from RC-1 (Country Homes) to A-1 (Agriculture)	
PROPERTY SIZE	5 ± acres	
HEARING DATE (S)	P&Z: March 4, 2009	BCC: April 28, 2009
PARCEL ID	26-20-29-300-017B-0000	
LOCATION	Located on the west side of Markham Woods Road approximately ½ mile north of E.E Williamson Road.	
FUTURE LAND USE	SE (Suburban Estates)	
ZONING	RC-1 (Country Homes)	
FILE NUMBER	Z2008-67	
COMMISSION DISTRICT	#5 – Carey	

Proposed Development:

The applicant is requesting a rezone from RC-1 (Country Homes) to A-1 (Agriculture) to allow for those uses permitted under the A-1 zoning district.

ANALYSIS OVERVIEW:

ZONING REQUEST

The following table depicts the minimum regulations for the current zoning district of RC-1 (Country Homes) and the requested zoning district of A-1 (Agriculture) zoning district.

DISTRICT REGULATIONS	Existing Zoning (RC-1)	Proposed Zoning (A-1) (Setbacks from Property Boundaries)
Minimum Lot Size	43,560 sq. ft.	43,560 sq. ft.
Minimum House Size	1,200 sq. ft.	N/A
Minimum Width at Building Line	120'	150'
Front Yard Setback	35'	50'
Side Yard Setback	20'	10'
(Street) Side Yard Setback	35'	50'
Rear Yard Setback	35'	30'
Maximum Building Height	35'	35'

PERMITTED & SPECIAL EXCEPTION USES:

The following table depicts the permitted and special exception uses within the existing and proposed zoning districts:

Uses	RC-1 (existing)	A-1 (proposed)
Permitted Uses	Single-family residences and their customary accessory uses, citrus cultivation, one (1) boat dock and one (1) associated boathouse per lot, guest cottages and servants quarters, home occupations, community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents, public and private elementary schools.	Citrus or other fruit crops cultivation, production and horticulture, truck farms, plant nurseries and greenhouses not involved with retail sales to the general public, poultry and livestock production, excluding commercial swine raising, except as otherwise provided within the district, Grazing and pasturing of animals, home occupations and home offices, roadside stands for the sale of fruits, vegetables, and similar products, government owened and operated building or use, excluding public utility and service structures, public and private elementary schools, fish hatcheries or fish pools, publicly owned and/or controlled parks and recreation areas, bait production, stables, barns, sheds, silos, granaries, windmills, and related agriculture structures, daries, apiculture, silviculture including timber production, single-family dwelling and customary accessory uses including one (1) guesthouse or cottage, neighborhood recreation areas when approved as part of a subdivision plat, churches and structures appurtenant thereto, community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents.
Special Exception Uses	The keeping of horses or ponies for the immediate use of the occupant and his guest, public and private middle schools and high schools, public utility and service structures, churches with their attendant educational, recreational buildings, and off-street parking, parks and recreational areas, publicly owned and operated, assisted living facilities and community residential homes housing 7—14 permanent unrelated residents (including group homes and foster care facilities) provided that the location does not create a over-concentration of such homes or substantially alter the nature and character of the area as defined in Section 419.001(3)(c), Florida Statutes (2001), Section 419.001(3)(c) shall govern, communication towers.	Cemeteries and mausoleums, kennels including the commercial raising or breeding of dogs, hospitals, sanitariums and convalescent homes, veterinary clinics and assisted living facilities and group homes, public and private nursery schools, kindergartens, middle schools, high schools and colleges, temporary asphalt plants for purpose of specific public road construction, sawmills, public utility and service structures, fraternal clubs when chartered with the state, country and golf clubs, fishing clubs, fishing camps, marinas, gun clubs, or similar enterprises or clubs making use of land with nominal impacts to natural resources, privately owned and operated recreational facilities open to the paying public, such as athletic fields, stadiums, racetracks, and speedways if the use is located along a major roadway or has immediate accessibility thereto, golf driving ranges, riding stables provided that no structure housing animals is located nearer than 100 feet from a property line, airplane landing fields and helicopter ports, commercial raising of swine, sewage disposal plants, water plants, and sanitary landfill operations, off-street parking lots, farm worker housing, mobile homes, retail nurseries, landscaping contractors as an accessory use to a wholesale nursery or wholesale tree farm, community residential homes housing more than six (6) unrelated residents, communication towers, bed and breakfast establishments.
Minimum Lot Size	1-Acre	1-Acre

COMPATIBILITY WITH SURROUNDING PROPERTIES:

The Future Land Use designation of the surrounding properties is Suburban Estates (SE); the properties to the north, west, and east have an A-1 (Agriculture) zoning classification, and the property to the south has an RC-1 (Country Homes) zoning classification. Staff finds the proposed rezone to the A-1 (Agriculuture) zoning classification is consistent and compatible with the surrounding development patterns.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS:

Floodplain Impacts:

Based on FIRM map with an effective date of 2007, there appears to be no floodplains on the subject property.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A threatened and endangered study along with a species of special concern survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS:

Rule 9J-5.0055(3)(c)1-2, Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The subject property will be required to undergo Concurrency Review prior to Final Engineering approval.

Utilities:

The site is located in the Utilities Inc. water utility service area. There is an 8-inch water main on the south side of Wingfield Dr. There are no sanitary sewer providers in the immediate area. The site is currently provided water and sewer by a private well and septic system.

Transportation / Traffic:

The property currently has access onto Wingfield Drive which is classified as a residential road and does not have improvements programmed in the County 5-year Capital Improvement Program.

Drainage:

The site is located within the Little Wekiva Drainage Basin, and does not have limited downstream capacity. The site will have to be designed to hold 25-year/24-hour total retention for any new impervious areas.

Parks, Recreation and Open Space:

In accordance with Section 30.1344 of the Land Development Code, the applicant will be required to provide twenty (20) percent of the site in common open space. Per Section 30.1344 (e), the common open space may include landscape buffers, as well as the preservation of floodplain areas, wetlands and other natural resources.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS:

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS:

The site is located with the Wekiva River Protection Area

SEMINOLE COUNTY COMPREHENSIVE PLAN:

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.
The proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

Policy FLU 1.7	Wekiva River Protection
Policy FLU17.4:	Relationship of Land Use to Zoning Classifications

INTERGOVERNMENTAL NOTIFICATION:

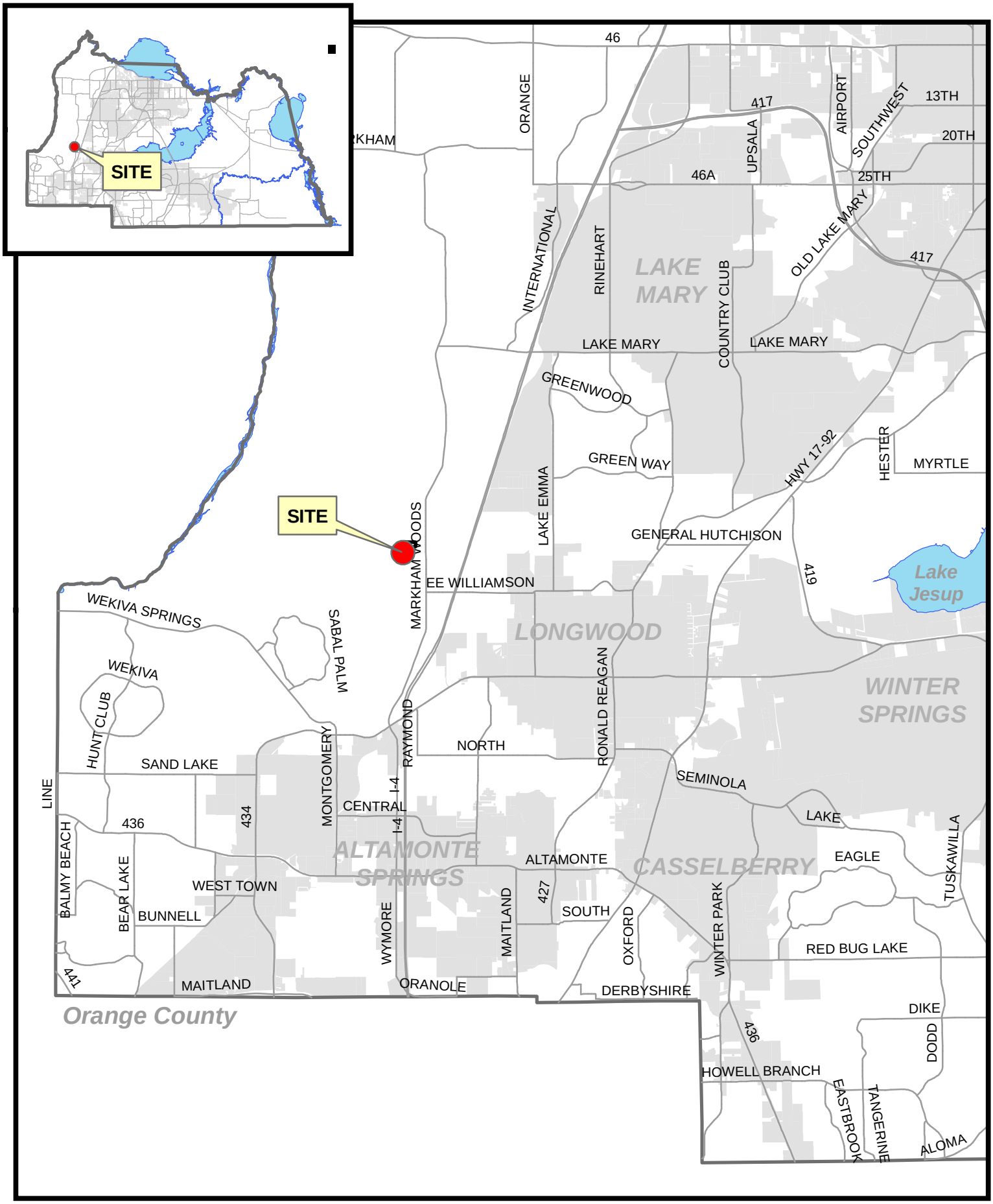
An intergovernmental notice was not required for the subject site.

LETTERS OF SUPPORT OR OPPOSITION:

At this time, Staff has received no letters of support or opposition.

STAFF RECOMMENDATION

Staff recommends approval of the request for rezone from RC-1 (Country Homes) to A-1 (Agriculture) for 5 ± acres, located on the west side of Markham Woods Road approximately ½ mile north of E.E Williamson Road.



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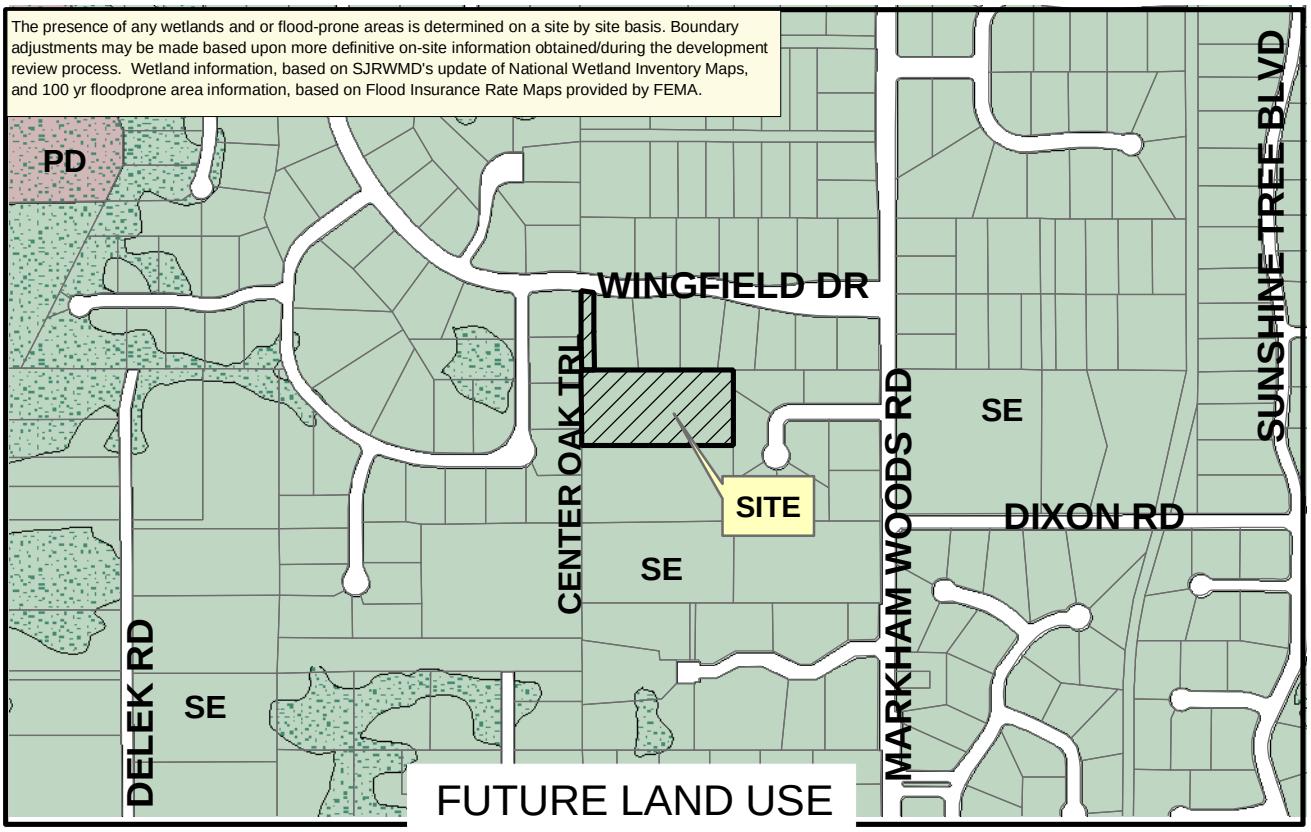
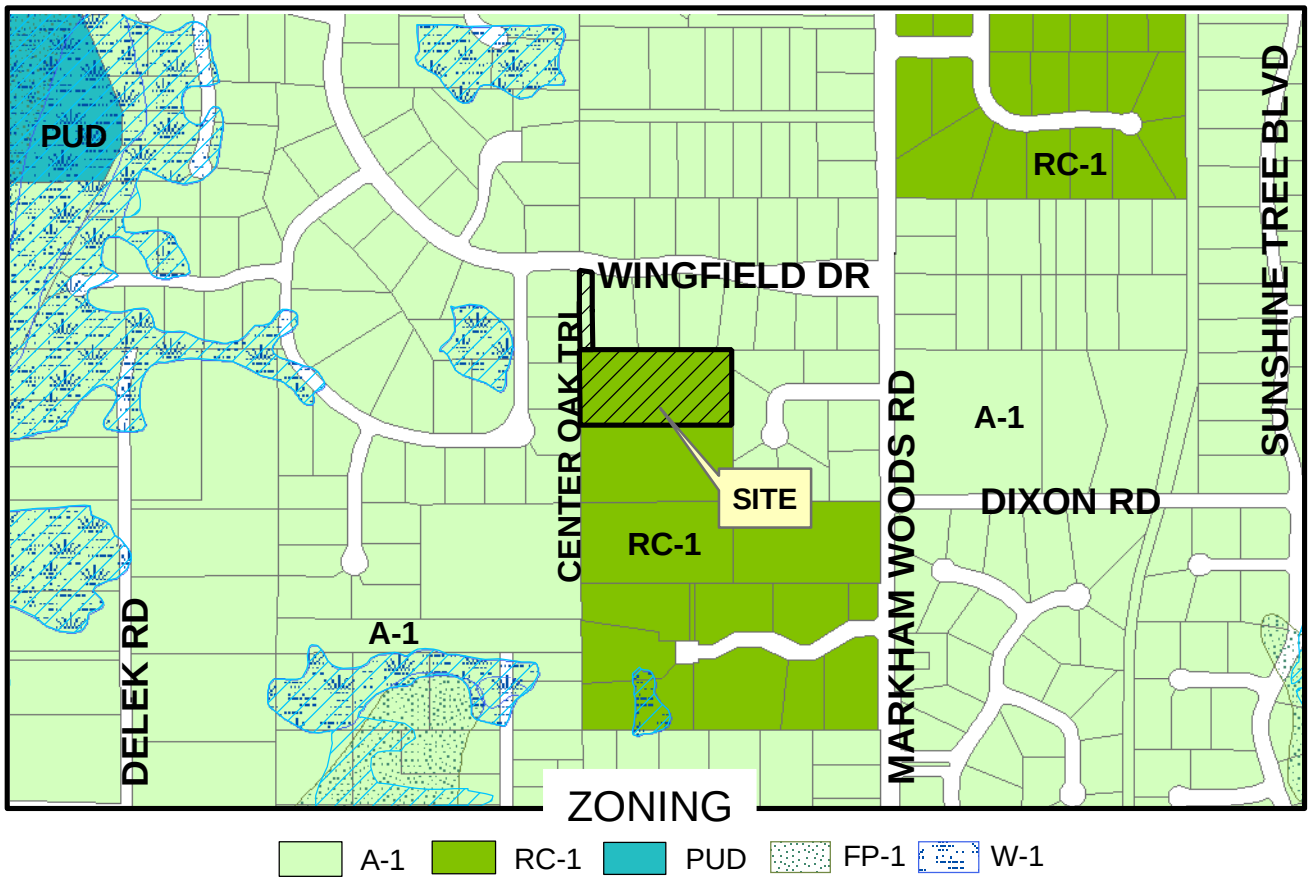


Applicant: Marjorie Chalfant / Jeffery Hensley
Physical STR: 26-20-29-300-017B-0000
Gross Acres: 5.0 +/- BCC District: 5
Existing Use: single family residential
Special Notes:

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2008-067	RC-1	A-1



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Rezone No: Z2008-067
From: AC-1 To: A-1

Parcel
Subject Property

Winter 2007 Color Aerials

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2008/site_aerials/Z2008-067 adaer 01/26/09

ORDINANCE NO. 2009- **SEMINOLE COUNTY, FLORIDA**

Z2008-67

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LENGTHY LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE RC-1 (COUNTRY HOMES) ZONING CLASSIFICATION THE A-1 (AGRICULTURE) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled Markham Woods (1650) Rezone dated April 28, 2009.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from RC-1 (Country Homes) to A-1 (Agriculture):

SEE ATTACHED EXHIBIT A

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective on the recording date in the Official Land Records of Seminole County.

ENACTED this 28th day of APRIL 2009.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Bob Dallari, Chairman

EXHIBIT A
LEGAL DESCRIPTION

THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, SUBJECT TO FLORIDA POWER CORPORATION RIGHT-OF-WAY EASEMENT OVER THE WEST 50 FEET THEREOF; TOGETHER WITH AN EASEMENT FOR PURPOSES OF INGRESS AND EGRESS TO, OVER AND THROUGH THE EAST 30 FEET OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 29 EAST; TOGETHER WITH AN EASEMENT FOR PURPOSES OF INGRESS AND EGRESS TO, OVER AND THROUGH THE EAST 690.56 FEET OF THE NORTH 30 FEET OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ (LESS THE EAST 25 FEET THEREOF FOR LONGWOOD-MARKHAM ROAD RIGHT-OF-WAY) OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA,

AND
THE WEST 40 FEET OF LOT 7, WINGFIELD RESERVE, PHASE 1, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGES 79 AND 80, SEMINOLE COUNTY, FLORIDA,

AND
RIGHT-OF-WAY AND EASEMENT OVER THE SOUTH 25 FEET OF LOTS 1 THROUGH 4, INCLUSIVE, OF WINGIELD RESERVE, PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGES 79 AND 80, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AS SET OUT IN INSTRUMENT RECORDED MARCH 18, 1981 IN OFFICIAL RECORDS BOOK 1325, PAGE 709, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

FILE # Z2008-67 **DEVELOPMENT ORDER # 08-20000014**

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On April 28, 2009, Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

Property Owner(s): Marjorie Chalfant
1650 Markham Wood Road
Longwood, FL 32779

Project Name: Markham Woods Road (1650) Rezone

Requested Development Approval: Request for a rezone from RC-1 (Country Homes) to A-1 (Agriculture) for 5 ± acres, located on the west side of Markham Woods Road approximately ½ mile north of E.E Williamson Road.

The Board of County Commissioners has determined that the rezone request from RC-1 (Country Homes) to A-1 (Agriculture) district is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Markham Woods Road (1650) Rezone" and all evidence submitted at the public hearing on April 28, 2009, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested rezone from RC-1 (Country Homes) to A-1 (Agriculture) should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is **DENIED**.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Bob Dallari, Chairman

FILE # Z2008-67 **DEVELOPMENT ORDER # 08-20000014**

EXHIBIT "A"

THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, SUBJECT TO FLORIDA POWER CORPORATION RIGHT-OF-WAY EASEMENT OVER THE WEST 50 FEET THEREOF; TOGETHER WITH AN EASEMENT FOR PURPOSES OF INGRESS AND EGRESS TO, OVER AND THROUGH THE EAST 30 FEET OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 29 EAST; TOGETHER WITH AN EASEMENT FOR PURPOSES OF INGRESS AND EGRESS TO, OVER AND THROUGH THE EAST 690.56 FEET OF THE NORTH 30 FEET OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ (LESS THE EAST 25 FEET THEREOF FOR LONGWOOD-MARKHAM ROAD RIGHT-OF-WAY) OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA,

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MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
MARCH 4, 2009

Members present: Matthew Brown, Walt Eismann, Rob Wolf, Dudley Bates, Melanie Chase and Kimberly Day.

Members absent: Ben Tucker.

Also present: Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; Dori DeBord, Planning and Development Director; Austin Watkins, Senior Planner; Ian Sikonia, Senior Planner; Joy Williams, Planner; Lee Shaffer, Principal Engineer, Development Review Division; Kathleen Furey-Tran, Assistant County Attorney; and Connie R. DeVasto, Clerk to the Commission.

C. Markham Wood Road (1650) Rezone; **Marjorie Chalfant, Applicant**; 5 ± acres; Rezone from RC-1 (Country Homes) to A-1 (Agriculture) district; located on the west side of Markham Woods Road approximately ½ mile north of E.E Williamson Road. (Z2008-67)

District 5 - Carey
Joy Williams, Planner

Joy Williams, Planning Division - the Applicant is requesting a rezone from RC-1 to A-1 to allow for those uses permitted under the A-1 zoning district. The property has a future land use designation of Suburban Estates which does allow for the RC-1 zoning district.

The site currently consists of a single family residence, a guest house, and a horse barn.

The A-1 zoning district permits uses such as Single Family Residences, gazing and pasturing of animals, stables, barns, sheds, and other similar uses; as well as conditional uses that require a special exception approval, such as riding stables, kennels, & plant nurseries.

The adjacent properties to the north, west, and east have an A-1 zoning classification, and the property to the south is zoned RC-1, all of which have a (SE) Future Land Use designation.

Staff finds that the requested A-1 zoning district is compatible with the surrounding land use patterns.

Staff recommends approval of the request

Commissioner Wolf – on the RC-1 property, three sides of it are currently A-1, correct?

Mrs. Williams – yes

Commissioner Wolf – are the A-1 property currently residences?

Mrs. Williams – correct, they are within the Wingfield subdivision.

Applicant was not present at this time.

No one spoke in favor of this request from the audience.

Mark Brown – is a resident of Wingfield Reserve and opposes this request as it will be very disruptive to their neighborhood. It would also directly impact the values of the surrounding homes.

Commissioner Wolf – asked if the property to the north which is zoned A-1, is covered under the Homeowners Association?

Mr. Brown – pointed out his house and advised that it is covered by the HOA and must abide by all the restrictions and covenants of the HOA.

Mrs. Williams – stated that all of those homes are platted parcels, are A-1 and fall under the regulations of the Homeowners Association.

Lynn Vouis, Attorney – represents Mr. Brown and Mr. and Mrs. Wilson and stated that their properties directly abut the subject property. If the Commission does not consider the uses in the neighborhood, a permitted use under A-1 would be something that is not compatible and very detrimental. This is not compatible with the Future Land Use of Suburban Estates either.

Commissioner Brown – deed restrictions are not enforced by the County. They are only enforced by the adjoining homeowners or the HOA, is that correct?

Ms. Vouis – that is correct.

Tom Wilson – lives in Wingfield and his property is on the west side of the proposed property. He believes the number of horses on her property exceeds the usage allowed. Stated he believes the Applicant is running a commercial business out of her home. He said the property is currently for sale. He believes this will impact the property values if approved.

Paul Hinckley, Attorney – represents the Wingfield Reserve HOA and opposes this request. The change in zoning would not be compatible for the surrounding area. The

access points are not appropriate and traffic should be for residential use only. When the easement was granted, it was supposed to be used for the owners only. If the zoning is changed, other people will be using the easement as well.

Michael Melton – stated he owns 5+ acres to the south of this property and the whole area is surrounded by homes. He stated that in the Applicant's advertisement for the sale of her property, she has an entrance shown that will come through his property. She has a horse jumping arena and doesn't like the smell of the horses and is very opposed to the request.

Commissioner Brown – asked if the Applicant has another easement other than the one that comes through Wingfield?

Mrs. Williams – advised that she does and then pointed out the easement.

Commissioner Brown – asked if the Applicant uses the Markham Woods entrance or does she use Mr. Melton's easement?

Mr. Melton – she does not use his.

The Applicant and her representative arrived.

Jeffrey Hensley, Attorney – spoke on behalf of the Applicant and stated that when Ms. Chalfant purchased this property, it was a rundown eyesore. She made numerous improvements to this property.

This piece of land has been a home for equestrian users for as long as can be remembered. It has also been a commercial property since it was platted. The Applicant is not trying to zone it commercial, it is commercial. The guidelines of the law state that she can own horses.

Ms. Chalfant now works in the Tampa area and needs to sell this property. However, anyone who would be interested in purchasing her property would be faced with the same harassment and complaints that she has had over the last several years.

Marjorie Chalfant, Applicant – gave a history of the types of complaints she has been receiving since she purchased this property. She stated that if her property is rezoned to A-1, it should stop most of the complaints and she advised that there will be no change in the use of this property if it is rezoned.

Commissioner Brown – asked Ms. Chalfant if she has a fee simple deeded property that goes to Markham Woods Road or if it's an easement over someone else's property?
Ms. Chalfant – advised that there are three easements to the property.

Commissioner Brown – asked Ms. Chalfant, on the northeast corner, is it an easement or does she have deeded property that goes to Markham Woods Road?

Ms. Chalfant - it is an easement and it is solely for the use of access to and from the property.

Commissioner Brown – asked if Ms. Chalfant owned the property going to Wingfield Drive.

Ms. Chalfant – yes, she owns the property.

Commissioner Wolf – stated that when he looks at the plot, it looks like A-1 is surrounding the property; but when he looks at the photograph, it looks like R1-AAAA type homes. So when there are R1-AAAA type homes, can it still remain agriculture? Does it switch? Also, when a compatibility anaylsis is done, do you just look at a piece of paper and the A-1 zoning, or do you actually take into account what is actually built there?

Mrs. Williams – Staff has to look at what the Future Land Use allows for and the surrounding zoning. The Wingfield subdivision is a deed restricted neighborhood; therefore even though they have the A-1 zoning, they can't technically have some of the uses that an A-1 zoning would allow.

Commissioner Wolf – so it doesn't automatically switch?

Mrs. Williams – no, it does not.

Commissioner Wolf – so when Staff does the compatibility analysis, is it done as an A-1 or what is actually there?

Mrs. Williams – Staff has to look at the zoning and the Future Land Use.

Commissioner Chase – asked Staff how this particular piece of property was excluded from the A-1 zoning?

Mrs. Williams – when the development was created, they did exclude this parcel from the plat itself.

Commissioner Chase – when it is platted, it doesn't change?

Mrs. Williams – no, as long as it meets the zoning regulations.

Commissioner Wolf – in looking at the existing RC-1, it states that the keeping of horses and ponies is permitted with a special exception, is that correct?

Alison Stettner, Planning Manager – yes, that is correct.

Commissioner Brown – the horses would be for personal use only. Under A-1, a person could ask for a special exception for commercial use, is that correct?

Mrs. Williams – under A-1, you would have to get approval, via a special exception, for a riding stable. However, under A-1 you can have barns for personal use.

Commissioner Bates made a motion to recommend approval of this request.

This motion died for lack of a second.

Commissioner Chase made a motion to recommend denial of this request.

Commissioner Day seconded the motion.

General discussion ensued regarding the different zonings in this area and the permitted uses associated with the zoning classifications.

The motion passed unanimously 6 – 0.

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

Please provide the information as requested below in accordance with Ordinance No. 07- _____:

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name: MARJORIE CHALFANT
Address: 2600 TAMPA RD., PALM HARBOR, FL
Phone #: (727) 781-3433 34684

Name: _____
Address: _____
Phone #: _____

Name: _____
Address: _____
Phone #: _____

Name: _____
Address: _____
Phone #: _____

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: N/A
Officers: _____
Address: _____
Directors: _____
Address: _____
Shareholders: _____
Address: _____

Name of Corporation: _____
Officers: _____
Address: _____
Directors: _____
Address: _____
Shareholders: _____
Address: _____

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust: _____
Trustees: _____
Address: _____

Beneficiaries: _____
Address: _____

(Use additional sheets for more space.)

SEMINOLE COUNTY
APPLICATION AND AFFIDAVIT

4. For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners.

Name of Partnership: N/A
Principal: _____
Address: _____

Name of Partnership: _____
Principal: _____
Address: _____

(Use additional sheets for more space.)

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

Contract Vendee:
Name: N/A
Address: _____

Contract Vendee:
Name: _____
Address: _____

(Use additional sheets for more space.)

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

_____ Date

_____ Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me this 12th day of Dec., 2008 by Marjorie Chalfant

Signature of Notary Public

Adrian Cummings
Print, Type or Stamp Name of Notary Public

ADRIAN CUMMINGS
MY COMMISSION # DD 589624
EXPIRES: August 28, 2010
Bonded Thru Notary Public Underwriters

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

For Use by Planning & Development Staff

Date: _____ Application Number: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Stockbridge PUD Major Amendment (Tract 7 & a portion of Tract 5, Congregation of Beth AM, Incorporated)

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Joy Williams **EXT:** 7399

MOTION/RECOMMENDATION:

1. Approve the request for a Major Amendment to the Stockbridge PUD for Tract 7 and a portion of Tract 5, and approve the revised Final Master Plan and Addendum #5 to the Stockbridge PUD Developer's Commitment Agreement, for 1.54 + acres, located at the intersection of N. Line Drive and Sand Lake Road,and authorize the Chairman to execute the aforementioned document, based on staff findings, (Congregation of Beth AM Incorporated. / Steve Mellich, applicants); or

2. Deny the request for a Major Amendment to the Stockbridge PUD for Tract 7 and a portion of Tract 5, on 1.54 + acres, located at the intersection of N. Line Drive and Sand Lake Road, and authorize the Chairman to execute the Denial Development Order, (Congregation of Beth AM Incorporated. / Steve Mellich, applicants); or

3. Continue the item until a time and date certain.

District 3 Dick Van Der Weide Joy Williams

BACKGROUND:

The Stockbridge PUD and Final Master Plan were approved by the Board of County Commissioners on February 22, 1983. The PUD consist of 7 tracts, primarily residential and recreational, with two tracts being designated for professional office and residential professional uses. The subject site allows for those uses permitted under the Residential Professional and professional office zoning district. The site plan for the Congregation of Beth AM Incorporated was approved in 1987.

The applicant is requesting the PUD Major Amendment to allow for a change of location of the access point and modifications to the setbacks and buffering along the east side of the property. The applicant proposes to relocate the access from Sand Lake Road to N. Line Drive, in order to relieve traffic along Sand Lake Road and provide a safer access into the site. The request has been reviewed and supported by the Development Review Manager.

The applicant is also requesting a waiver to the active/passive buffer and setback design standards along the east side of the property to allow for a proposed 23-foot by 60-foot portable classroom. The classroom will have no active components facing the east property line and, therefore, will be considered a passive edge.

The table below depicts the required and proposed setbacks and buffering components for the

east property line:

	Requirement per Land Development Code Sec. 30.1232	**Proposed**
Passive Setback	25 feet for one (1) story	23 feet (1 story)
Landscape Buffer	15-foot landscape buffer along building and a 25-foot landscape buffer along all parking & drive isles, consisting of a six (6) foot high wall and/or landscaped earthen berm along with 20 canopy trees.	15-foot landscape buffer along building, parking & drive isles, consisting of an existing six (6) foot high wood fence and the existing vegetation consisting of 12 canopy trees.

Staff has no objection to the buffer waiver, due to the fact that the buffer has existed in its current configuration for many years, any additional canopy trees may not survive because of the conflicts with existing trees and the east side of the proposed building will be passive.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:

The Planning and Zoning Commission met on March 4, 2009, and voted unanimously 6-0 to recommend approval of the request for a Major Amendment to the Stockbridge PUD for Tract 7 and a portion of Tract 5, for 1.54 + acres, located at the intersection of N. Line Drive and Sand Lake Road, and approval of the revised Final Master Plan and Addendum #5 to the Stockbridge PUD Developer's Commitment Agreement.

STAFF RECOMMENDATION:

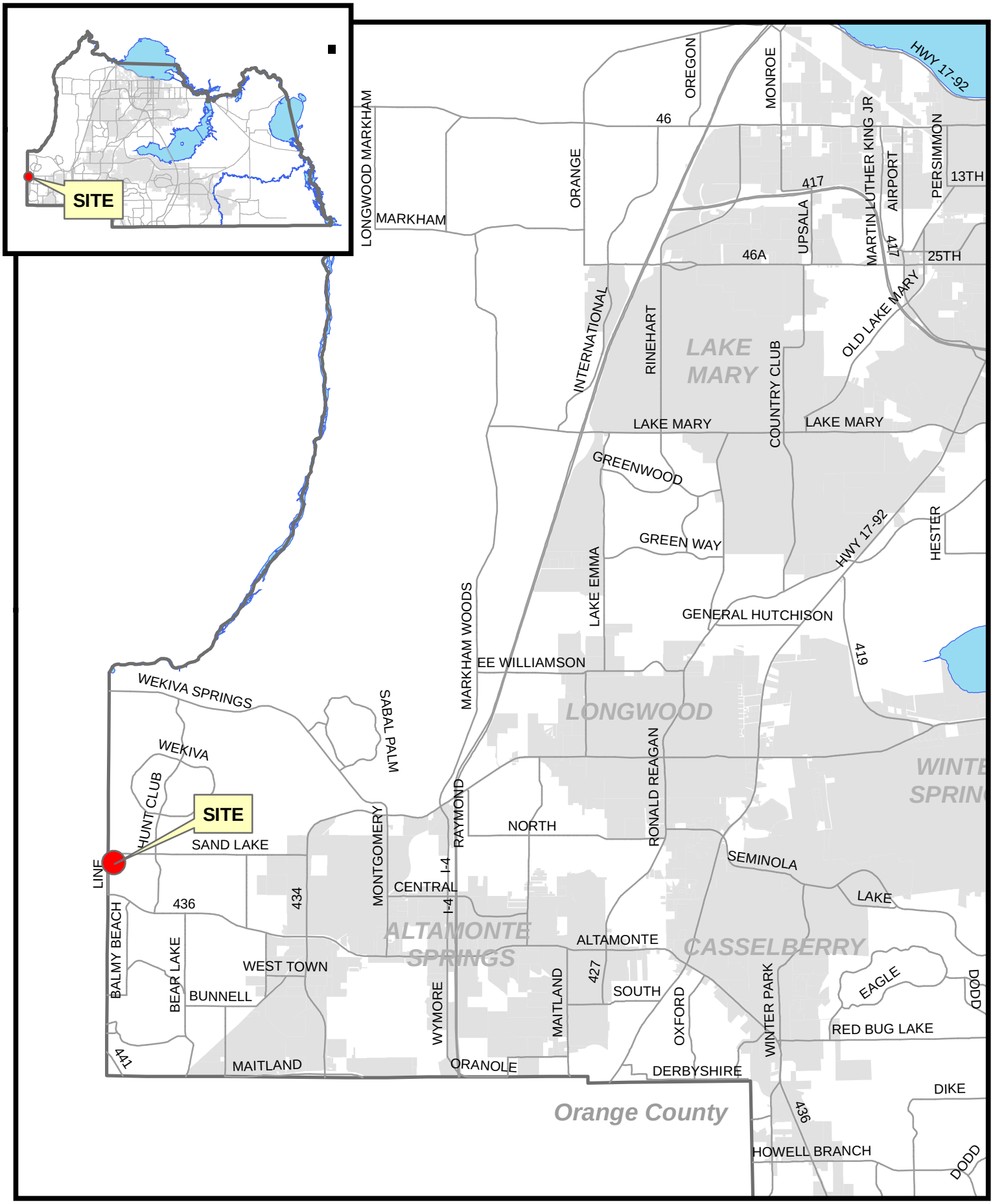
Staff recommends that the Board approve the request for a Major Amendment to the Stockbridge PUD for Tract 7 and a portion of Tract 5, and approve the revised Final Master Plan and Addendum #5 to the Stockbridge PUD Developer's Commitment Agreement, for 1.54 + acres, located at the intersection of N. Line Drive and Sand Lake Road,and authorize the Chairman to execute the aforementioned document, based on staff findings.

ATTACHMENTS:

1. Location Map
2. Future Land Use Zoning Map
3. Aerial Map
4. Revised Final Master Plan
5. LPA P and Z Meeting Minutes
6. DCA Addendum #5
7. Denial Development Order
8. Ownership Disclosure Form

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



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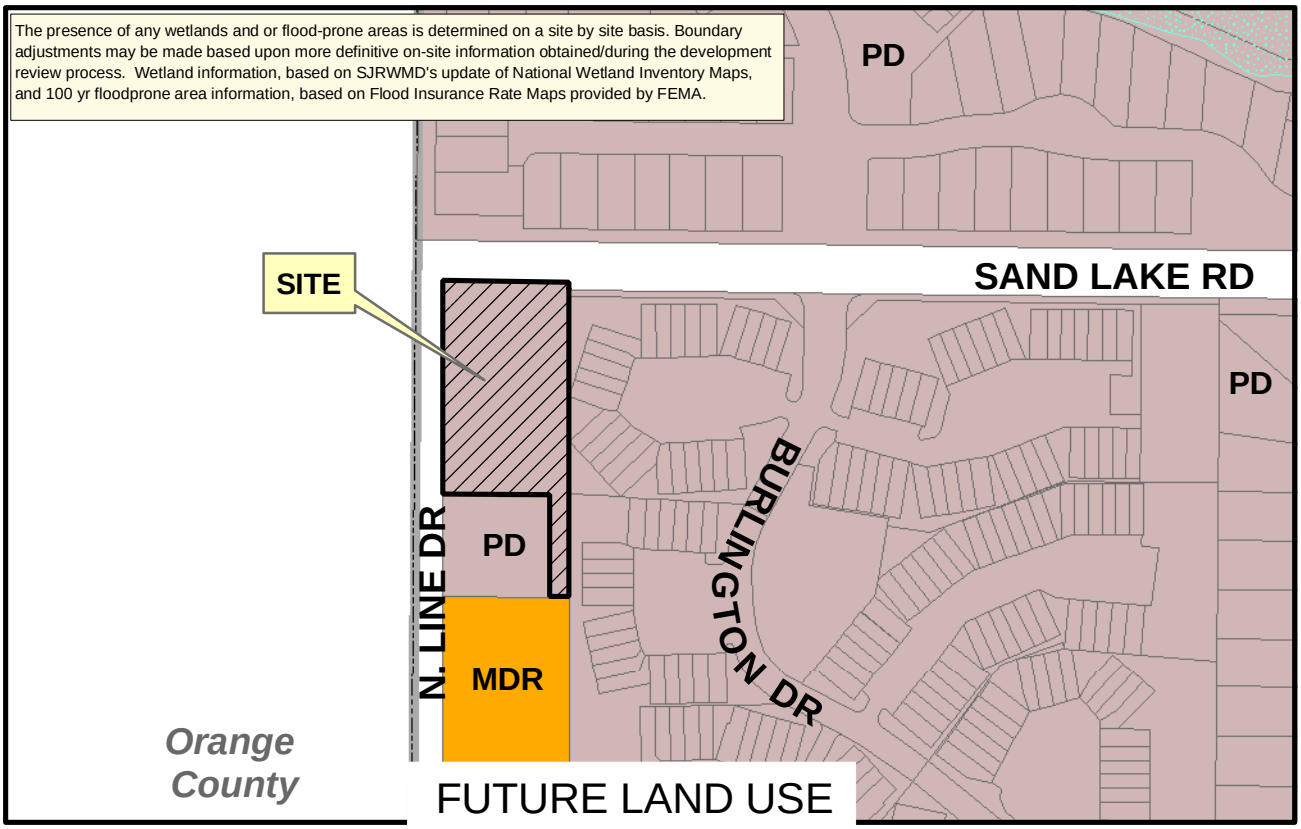
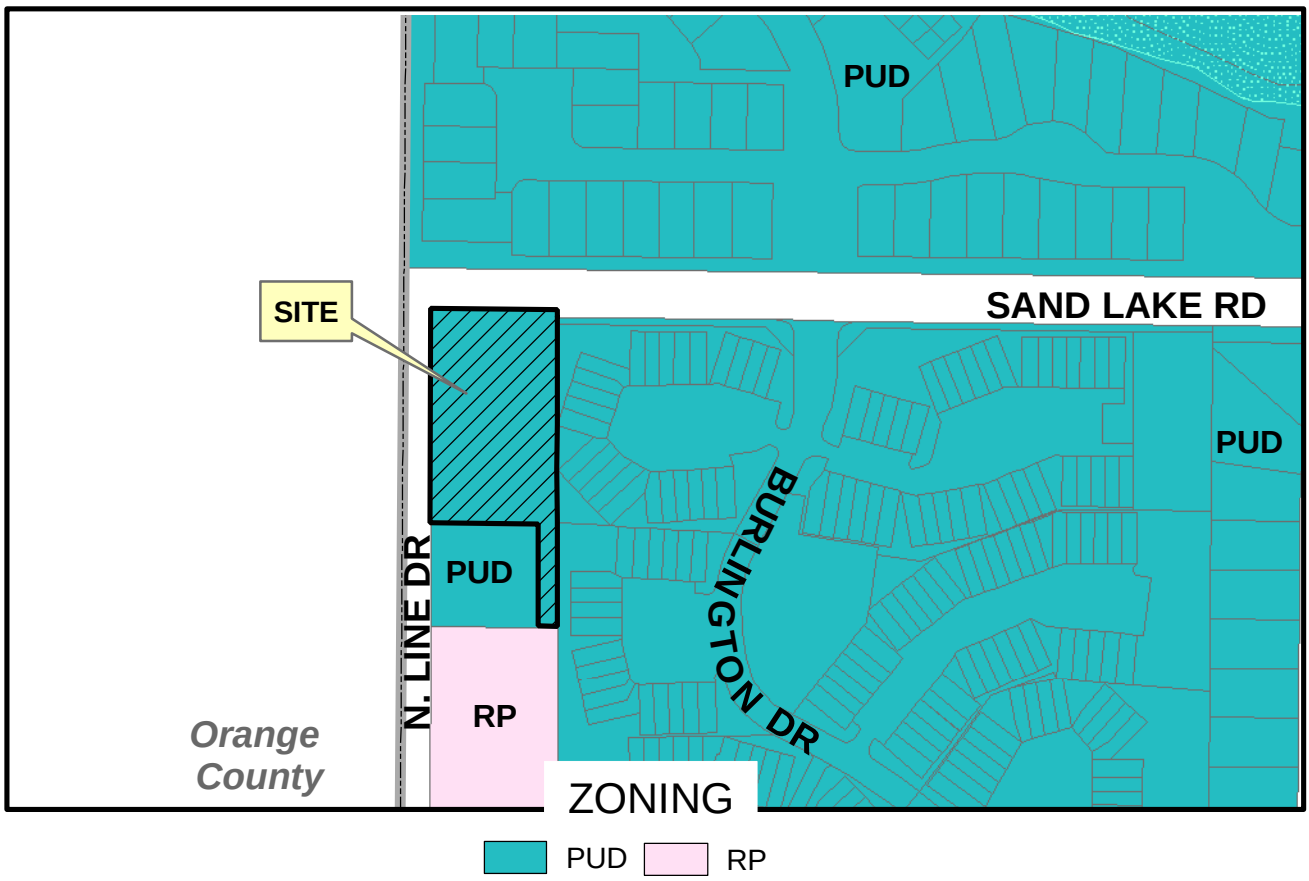


FLU....

Applicant: Congregation Beth AM Inc./Steve Mellich
Physical STR: 07-21-29-300-019D-0000
Gross Acres: 1.59 +/- BCC District: 3
Existing Use: Temple
Special Notes:

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2008-042	PUD	PUD



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Rezone No: Z2008-042

PUD MAJOR AMENDMENT

Parcel

Subject Property

Winter 2007 Color Aerials

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2008/site_aerials/Z2008-042 adaer 2/9/09

PUD MAJOR AMENDMENT
STOCKBRIDGE PUD

TRACT 7 & A PORTION OF TRACT 5

FOR

CONGREGATION BETH AM
DRIVEWAY RELOCATION

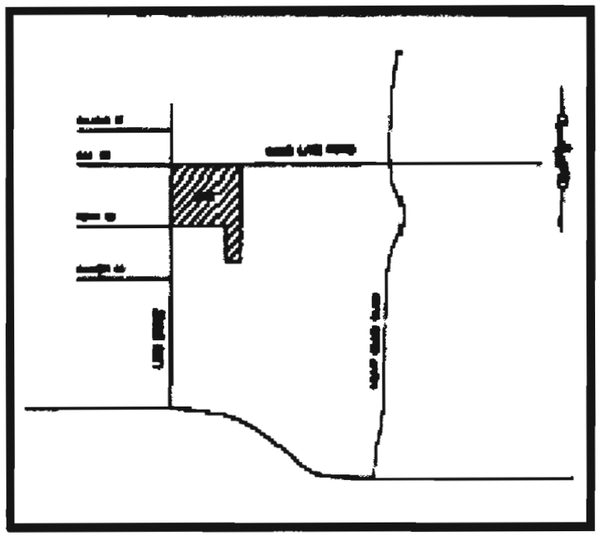
TAX PARCEL NO. 07-21-29-300-012D-0000

PREPARED FOR:

CONGREGATION BETH AM

PLAN SHEET INDEX

SHEET	DESCRIPTION
1	COVER SHEET
2	RECREATION PLAN
3	SITE PLAN



VICINITY MAP

PROJECT DIRECTORY

OWNER

[redacted]

SITE ENGINEER

[redacted]

SURVEYOR

[redacted]

SITE DATA

[redacted]

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
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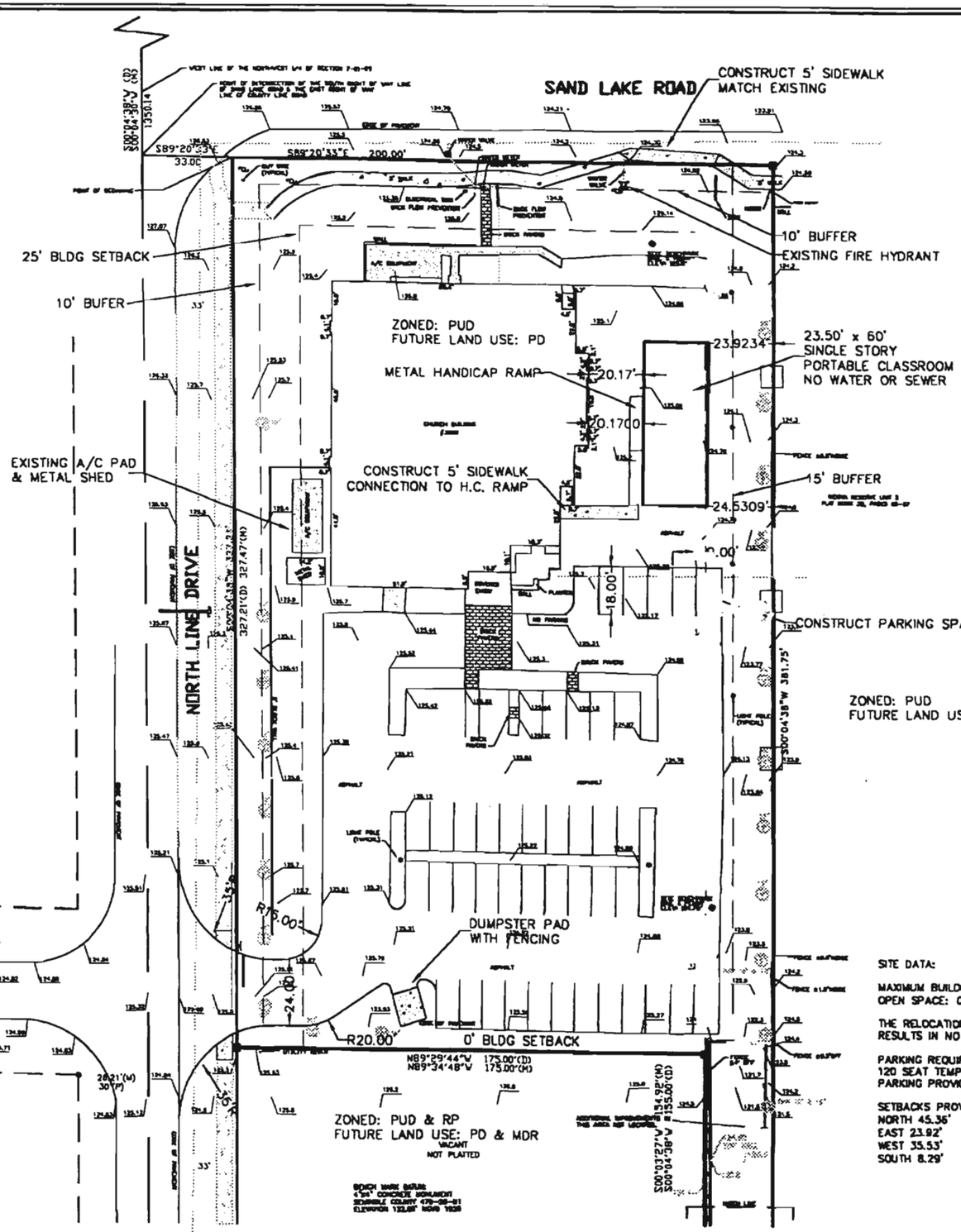
JOB No. [redacted]

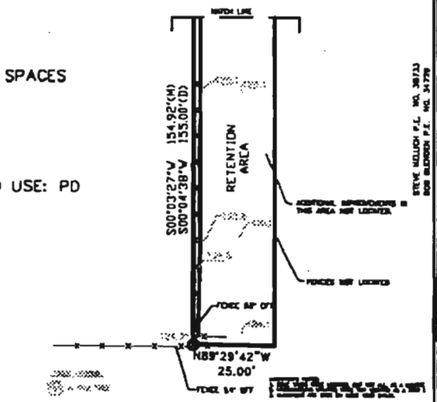


ZONING AND LANDUSE TABLE

	ZONING	FUTURE LANDUSE
NORTH	PUD	PD
SOUTH	PUD & RP	PD & MDR
EAST	PUD	PD
WEST	ORANGE COUNTY	

STORMWATER CALCULATION:

THIS PROJECT PROPOSES 5,147 SQUARE FEET OF EXISTING IMPERVIOUS AREA TO BE REMOVED AND 3,971 SQUARE FEET OF IMPERVIOUS AREA TO BE ADDED. THE NET IS A REDUCTION OF 1,176 SQUARE FEET OF IMPERVIOUS AREA. THEREFORE NO MODIFICATIONS TO THE EXISTING STORMWATER SYSTEM IS REQUIRED.



SITE DATA:

MAXIMUM BUILDING HEIGTH: 35 FEET
OPEN SPACE: 0.91 ACRES (57%)

THE RELOCATION OF THE EXISTING BUILDING RESULTS IN NO ADDITIONAL IMPACTS

PARKING REQUIRED:
120 SEAT TEMPLE @ 1 PER 5 SEATS = 24 PARKING SPACES
PARKING PROVIDED: 48 SPACES INCLUDING 2 HANDICAP SPACES

SETBACKS PROVIDED:
NORTH 45.36'
EAST 23.92'
WEST 35.53'
SOUTH 8.29'

REV	DATE	DESCRIPTION	BY

MELLICH-BLENDEN ENGINEERING, INC.

DRAWN
DESIGNED
CHECKED
DATE

CONGREGATION BETH AM

PUD MAJOR AMENDMENT

SCALE 1" = 20'

PROJECT NO. 07-906

SHEET 3 OF 3

MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
MARCH 4, 2009

Members present: Matthew Brown, Walt Eismann, Rob Wolf, Dudley Bates, Melanie Chase and Kimberly Day.

Members absent: Ben Tucker.

Also present: Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; Dori DeBord, Planning and Development Director; Austin Watkins, Senior Planner; Ian Sikonia, Senior Planner; Joy Williams, Planner; Lee Shaffer, Principal Engineer, Development Review Division; Kathleen Furey-Tran, Assistant County Attorney; and Connie R. DeVasto, Clerk to the Commission.

D. Stockbridge PUD Major Amendment (Tract 7 & a portion of Tract 5); Congregation Beth AM Inc. / Steve Mellich, Applicants; 1.54 ± acres; Major Amendment to the Stockbridge PUD for Tract 7 and a portion of Tract 5, located at the intersection of N. Line Drive and Sand Lake Road. (Z2008-42)

District 3 - Van Der Weide
Joy Williams, Planner

Joy Williams, Planning Division - The Applicant is requesting the Major Amendment to allow for a change in location of the access point, along with modifications to the setback and buffering along the east side of the property.

The Stockbridge PUD was approved in 1983, consisting of 7 tracts, primarily residential and recreational, with two tracts being designated for professional office and residential professional uses.

The approved DCA states that Tract 7 will have only one access point from Sand Lake Road. Due to a progressing change in the traffic patterns, the Applicant proposes to relocate the access from Sand Lake Road to North Line Drive. The request has been reviewed and supported by the Development Review Manager.

The amendment also includes a modification to the active/passive buffer and setback design standards along the east side of the property, which is adjacent to a residential neighborhood. The modification would include a setback reduction from 25 feet to 23 feet to allow for a portable classroom, and a landscaped buffer reduction from 25 feet to 15 feet along the existing parking area.

Staff finds that the proposed access relocation is compatible for the site and the adjacent local roads providing better traffic flow and access to the site. Staff also finds that the proposed setback and buffer modification does not adversely affect the

residential property to the east since the existing buffer has been in place for several years and the setback reduction is not substantial.

Staff recommends approval of the request.

Commissioner Wolf – do all portable classrooms meet the same hurricane standards as the surrounding houses?

Mrs. Williams – yes, they have to meet all the standards required by the Building Code.

Steve Mellich – represents the owners and stated that this request is to relocate the existing access going off of Sand Lake and align it with Line Drive. The portable classroom already exists on the property, just not in its proposed location. The relocation of the access point off of Sand Lake onto Line Drive would require the Applicants to relocate the portable classroom to its proposed location; which is exactly 23 feet 1 inch away from the existing building which in turn, will require them to get a setback waiver. With the relocated access point the classroom in its current location would interfere with safe and adequate access to the existing parking lot.

The Applicants agree with Staff recommendations and would be happy to answer any questions.

No one spoke in favor or opposition to this request from the audience.

Commissioner Brown – asked Staff if the County owns half of Line Drive and is it permissible to put a driveway on Line Drive?

Lee Shaffer, Principal Engineer, Development Review Division – the center of Line Drive is the County line and Seminole County has the maintenance and permitting even though Orange County is across the street.

Commissioner Wolf – asked if there will be a noise issue since this classroom is located within 23 feet of a residential area?

Mrs. Williams - with the proposed active/passive buffering, the setback of 23 feet, and the side that faces the east property line is a passive side, noise should not be an issue.

Commissioner Brown – asked if the parking lot was going to be resurfaced and would there be a sufficient number of parking spaces available for the church?

Mrs. Williams – yes, there will be.

Commissioner Brown made a motion to recommend approval of this request.

Commissioner Bates seconded the motion.

The motion passed unanimously 6 – 0.

ADDENDUM # 5
(Approved on April 28, 2009)
Commitments for Stockbridge, A
Planned Unit Development In
Seminole County, Florida

The Stockbridge Planned Unit Development dated February 22, 1983, as amended, is hereby amended as follows: (Plain text is provided for reference; strikethroughs are deletions and underlines are additions)

Legal description attached as Exhibit "A"

Amended Final Master Plan for Tract 7 and a portion of Tract 5

attached as Exhibit "B"

F. Professional Office and Residential Professional, Uses and Setbacks

1. Setbacks for tract 7 and that portion of Tract 5

North Property Line -	25 feet
West Property Line -	25 feet
South Property Line-	0 feet
East Property Line-	23 feet

2. Buffering for tract 7 and that portion of Tract 5

A 15-foot landscaped buffer on the east property line adjacent to the building, parking, and drive isles. The buffer shall consist of a 6-foot privacy fence along with 12 canopy trees.

L. Off-Site Road Impact Commitments

5. On the tract designated residential professional, located on the northwest corner of the PUD, developer will provide for a single entry only, on to ~~Sand Lake Road~~ N. Line Drive, as far removed from the intersection as is practical. Specification of requirements shall occur at site plan approval of the subject parcel.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY:_____
Bob Dallari, Chairman

OWNER'S CONSENT AND COVENANT

COMES NOW, Congregation of Beth AM Incorporated., the owner of the aforedescribed property in this Development Order, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to , agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Developer's Commitment Agreement.

Congregation of Beth AM Incorporated.

_____ _____

Witness Daniel F. Williams, President

_____

Print Name

_____

Witness

_____

Print Name

STATE OF FLORIDA)
)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Daniel F. Williams, as President of Congregation of Beth AM Incorporated., who is personally known to me or who has produced _____ as identification and who did execute the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2009.

Notary Public, in and for the County and
State Aforementioned

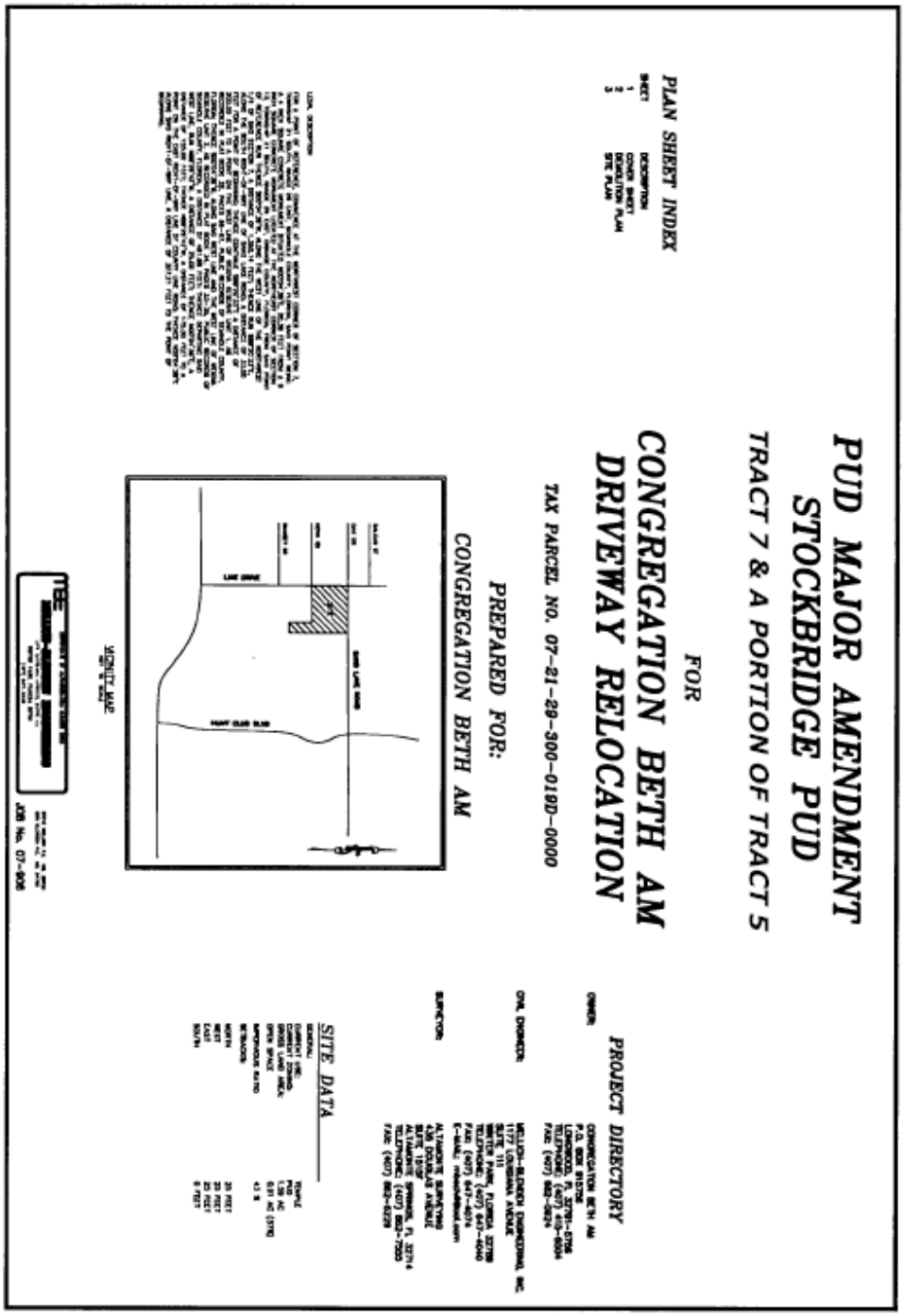
My Commission Expires:

EXHIBIT "A"

Legal Description

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED N00°04'38"E, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; FROM SAID POINT OF REFERENCE RUN THENCE S00°04'38"W, ALONG THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 7, A DISTANCE OF 1,350.14 FEET; THENCE RUN S89°20'33"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD; A DISTANCE OF 33.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S89°20'33"E A DISTANCE OF 200.00 FEET TO A POINT ON THE WEST LINE OF WEKIVA RESERVE UNIT 1, AS RECORDED IN PLAT BOOK 32, PAGES 66-67, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE S00°04'38"W, ALONG SAID WEST LINE AND THE WEST LINE OF WEKIVA RESERVE UNIT 2, AS RECORDED IN PLAT BOOK 34, PAGES 33-35, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 481.68 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°29'42"W, A DISTANCE OF 25 FEET; THENCE N00°04'38"E, A DISTANCE OF 155.00 FEET; THENCE N89°29'42"W, A DISTANCE OF 175.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD; THENCE N00°04'38"E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 327.21 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"



PUD MAJOR AMENDMENT
STOCKBRIDGE PUD

TRACT 7 & A PORTION OF TRACT 5

FOR

CONGREGATION BETH AM DRIVEWAY RELOCATION

TAX PARCEL NO. 07-21-29-300-019D-0000

PREPARED FOR:

CONGREGATION BETH AM

PLAN SHEET INDEX

SHEET	DESCRIPTION
1	COVER SHEET
2	DEMOLITION PLAN
3	SITE PLAN

LEGAL DESCRIPTION

PROJECT DIRECTORY

OWNER:

CONGREGATION BETH AM
P.O. BOX 915708
LONGWOOD, FL 32791-5708
TELEPHONE: (407) 443-6004
FAX: (407) 665-3624

CIVIL ENGINEER:

HELLICH-BLENCH ENGINEERING INC.
1117 LOUISIANA AVENUE
SUITE 111
WINTER PARK, FLORIDA 32789
TELEPHONE: (407) 647-4040
FAX: (407) 647-4074
E-MAIL: mail@hellichblench.com

SURVEYOR:

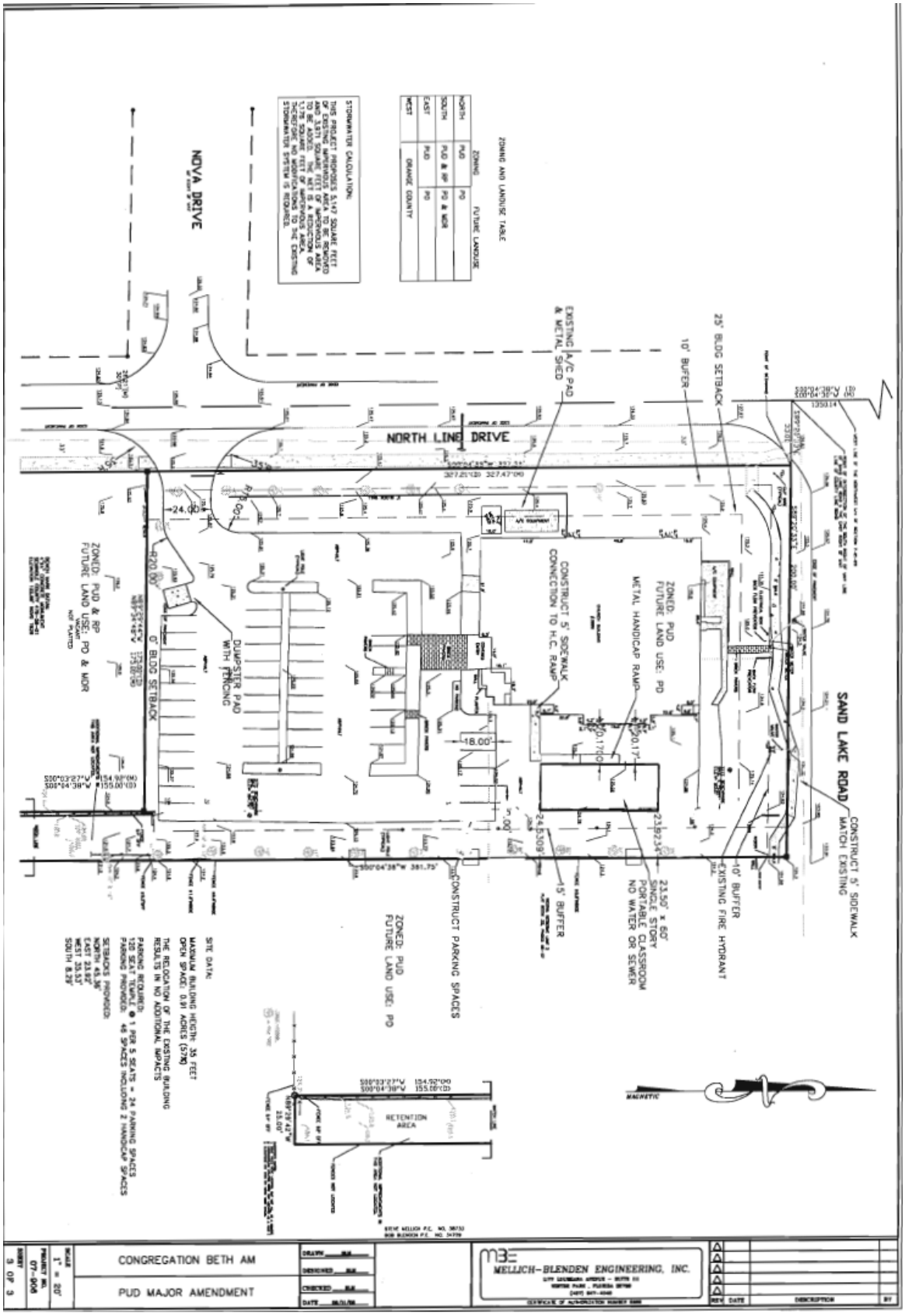
ALTAMONTE SURVEYING
ALTAMONTE SPRINGS, FL 32714
TELEPHONE: (407) 862-7500
FAX: (407) 862-5229

SITE DATA

GENERAL USE	TEMPLE
CURRENT ZONING	PUD
GROSS LAND AREA	1.59 AC
OPEN SPACE	0.91 AC (57%)
IMPERVIOUS RATIO	43 %
SETBACKS	
NORTH	30 FEET
WEST	25 FEET
EAST	25 FEET
SOUTH	0 FEET

VICINITY MAP

JOB No. 07-006


ZONING AND LANDUSE TABLE
ZONING
FUTURE LANDUSE
NORTH
PUD
PD
SOUTH
PUD & RP
PD & MDR
EAST
PUD
PD
WEST
ORANGE COUNTY
STORMWATER CALCULATION:
THIS PROJECT PROPOSES 5,147 SQUARE FEET OF EXISTING IMPERVIOUS AREA TO BE REMOVED AND 5,147 SQUARE FEET OF IMPERVIOUS AREA TO BE ADDED. THE NET EFFECT IS A REDUCTION OF 1,176 SQUARE FEET OF IMPERVIOUS AREA. THEREFORE, NO MODIFICATIONS TO THE EXISTING STORMWATER SYSTEM IS REQUIRED.
NOVA DRIVE
NORTH LINE DRIVE
SAND LAKE ROAD
CONSTRUCT 5' SIDEWALK MATCH EXISTING
EXISTING A/C PAD & METAL SHED
10' BUFFER
25' BLDG SETBACK
ZONED: PUD FUTURE LAND USE: PD
CONSTRUCT 5' SIDEWALK CONNECTION TO H.C. RAMP
METAL HANDICAP RAMP
DUMPSTER PAD WITH FENCING
ZONED: PUD & RP FUTURE LAND USE: PD & MDR
0' BLDG SETBACK
EXISTING FIRE HYDRANT
10' BUFFER
23.50' x 60' SINGLE STORY PORTABLE CLASSROOM NO WATER OR SEWER
15' BUFFER
CONSTRUCT PARKING SPACES
ZONED: PUD FUTURE LAND USE: PD
SITE DATA:
MAXIMUM BUILDING HEIGHT: 35 FEET
OPEN SPACE: 0.91 ACRES (57%)
THE RELOCATION OF THE EXISTING BUILDING RESULTS IN NO ADDITIONAL IMPACTS
PARKING REQUIRED:
125 SEAT TEMPLE @ 1 PER 5 SEATS = 24 PARKING SPACES
PARKING PROVIDED: 46 SPACES INCLUDING 2 HANDICAP SPACES
SETBACKS PROVIDED:
NORTH 45.36'
EAST 23.92'
WEST 35.53'
SOUTH 8.29'
RETENTION AREA
MAGNETIC
CONGREGATION BETH AM
PUD MAJOR AMENDMENT
SCALE 1" = 20'
PROJECT NO. 07-006
SHEET 3 OF 3
DRAWN
DESIGNED
CHECKED
DATE
MELLICH-BLENDEN ENGINEERING, INC.
REV DATE
DESCRIPTION
BY

FILE # Z2008-42 **DEVELOPMENT ORDER # 08-21500008**

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On April 28, 2009, Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

Property Owner(s): Congregation of Beth AM Incorporated
3899 Sand Lake Road
Longwood, FL 32779

Project Name: Stockbridge PUD Major Amendment (Tract 7 & a portion of Tract 5, Congregation of Beth AM Incorporated.)

Requested Development Approval: The applicant is requesting a Major Amendment to the Stockbridge PUD (Planned Unit Development) for 1.54 ± acres, located at the intersection of N. Line Drive and Sand Lake Road.

The Board of County Commissioners has determined that the requested Major Amendment to Stockbridge PUD (Planned Unit Development) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Stockbridge PUD Major Amendment (Tract 7 and a portion of Tract 5, Congregation of Beth AM Incorporated." and all evidence submitted at the public hearing on April 28, 2009, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested PUD Major Amendment should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is **DENIED**.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Bob Dallari, Chairman

FILE # Z2008-42 **DEVELOPMENT ORDER # 08-21500008**

EXHIBIT "A"

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINLE COUNTY, FLORIDA, SAID POINT BEING A 4 INCH SQUARE CONCRETE MONUMENT SITUATED N00°04'38"E, 20.38 FEET FROM A 6 INCH SQUARE CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; FROM SAID POINT OF REFERENCE RUN THENCE S00°04'38"W, ALONG THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 7, A DISTANCE OF 1,350.14 FEET; THENCE RUN S89°20'33"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD; A DISTANCE OF 33.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S89°20'33"E A DISTANCE OF 200.00 FEET TO A POINT ON THE WEST LINE OF WEKIVA RESERVE UNIT 1, AS RECORDED IN PLAT BOOK 32, PAGES 66-67, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE S00°04'38"W, ALONG SAID WEST LINE AND THE WEST LINE OF WEKIVA RESERVE UNIT 2, AS RECORDED IN PLAT BOOK 34, PAGES 33-35, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 481.68 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°29'42"W, A DISTANCE OF 25 FEET; THENCE N00°04'38"E, A DISTANCE OF 155.00 FEET; THENCE N89°29'42"W, A DISTANCE OF 175.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTY LINE ROAD; THENCE N00°04'38"E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 327.21 FEET TO THE POINT OF BEGINNING.

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

Please provide the information as requested below in accordance with Ordinance No. 07- _____:

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name:_____ Name:_____
Address:_____ Address:_____
Phone #:_____ Phone #:_____

Name:_____ Name:_____
Address:_____ Address:_____
Phone #:_____ Phone #:_____

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: Congregation Beth Ahm Inc. Name of Corporation:_____
Officers: (See Attachment) Officers:_____
Address: (See Attachment) Address:_____
Directors:_____ Directors:_____
Address:_____ Address:_____
Shareholders: None – nonprofit corp. Shareholders:_____
Address:_____ Address:_____

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust:_____
Trustees:_____ Beneficiaries:_____
Address:_____ Address:_____
_____ _____

(Use additional sheets for more space.)

SEMINOLE COUNTY
APPLICATION AND AFFIDAVIT

4. For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners.

Name of Partnership:_____ Name of Partnership:_____
Principal:_____ Principal:_____
Address:_____ Address:_____
(Use additional sheets for more space.)

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

Contract Vendee: Contract Vendee:
Name:_____ Name:_____
Address:_____ Address:_____
(Use additional sheets for more space.)

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

9/5/2008
Date

Daniel F. Williams, President
Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this 4 day of September, 2008 by_____

Signature of Notary Public

Joseph Bair
Print, Type or Stamp Name of Notary Public

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

For Use by Planning & Development Staff

Date:_____ Application Number:_____

2008 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 01, 2008
Secretary of State

DOCUMENT# 741237

Entity Name: CONGREGATION OF BETH AM, INCORPORATED

Current Principal Place of Business:

3899 SAND LAKE RD.
LONGWOOD, FL 32779

New Principal Place of Business:

Current Mailing Address:

P.O. BOX 915756
LONGWOOD, FL 327915756 US

New Mailing Address:

FEI Number: 59-2570603 **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired ( )**

Name and Address of Current Registered Agent:

WEISS, JOANNE
3899 SAND LAKE ROAD
LONGWOOD, FL 32779 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____
Electronic Signature of Registered Agent Date

OFFICERS AND DIRECTORS:

Title: P ( ) Delete
Name: DAVIDS, MARK
Address: 429 WILLOWBROOK LANE
City-St-Zip: LONGWOOD, FL 32779

Title: T ( ) Delete
Name: RUBEN, ANTHONY
Address: 504 SPRINGCREEK DRIVE
City-St-Zip: LONGWOOD, FL 32779

Title: VP ( ) Delete
Name: WILLIAMS, DAN
Address: 110 SHADOW LAKE DR
City-St-Zip: LONGWOOD, FL 32779

Title: SD ( ) Delete
Name: BLATTNER, CRAIG
Address: 508 WOODVIEW DRIVE
City-St-Zip: LONGWOOD, FL 32779

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: P (X) Change ( ) Addition
Name: WILLIAMS, DAN
Address: 110 SHADOW LAKE DRIVE
City-St-Zip: LONGWOOD, FL 32779

Title: T (X) Change ( ) Addition
Name: WILSON, LOUIS
Address: 521 KESSAMO WAY
City-St-Zip: LAKE MARY, FL 32746

Title: VP (X) Change ( ) Addition
Name: RIOLA, JAMES
Address: 4571 OLD CARRIAGE TRAIL
City-St-Zip: OVIEDO, FL 32765

Title: SD (X) Change ( ) Addition
Name: MORGAN, MARSHAL
Address: 295 SMOKERISE BLVD
City-St-Zip: LONGWOOD, FL 32779

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: DANIEL WILLIAMS PRES 02/01/2008
Electronic Signature of Signing Officer or Director Date

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #09-48 - FY 2008/09 Mid-Year Budget Amendment

DEPARTMENT: Fiscal Services **DIVISION:** Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Cecilia Monti **EXT:** 7175

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the FY 2008/09 Mid-Year Budget Amendment Resolution.

County-wide Lisa Spriggs

BACKGROUND:
The "Mid-Year Budget Process" is a comprehensive review of the County's budget. The proposed amendment to the County's fiscal year 2008/09 budget falls into the following categories:

- Beginning Fund Balance Adjustment to Actual: This constitutes a true-up of each fund's budgetary beginning fund balance for fiscal year 2008/09 to actual receipts (or ending fund balance) per the County's Comprehensive Annual Financial Report for the fiscal year ended September 30, 2008.
- Budgetary Ending Fund Balance/Reserves: The budgetary ending reserves of each fund are adjusted as a result of the beginning fund balance adjustment, changes in funding sources, appropriations and other adjustments detailed in the other sections.
- Other Adjustments: This section details the other adjustments affecting fund appropriation totals and budgetary ending reserves. A change in total sources impacts the budget totals by fund, while the adjustments to both sources and uses affect the budgetary ending reserve.
- Grant Adjustments: This section addresses adjustments required to true up the budget to actual carry forward balances of unexpended grant funds to fiscal year 2008/09.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the FY 2008/09 Mid-Year Budget Amendment Resolution.

ATTACHMENTS:

1. FY 2008/09 Mid-Year Budget Resolution

Additionally Reviewed By:

- [x] Budget Review (Lisa Spriggs)
- [x] Revenue Review (Lisa Spriggs)

Resolution No. 2009-R-_____ Seminole County Government

R E S O L U T I O N

THE FOLLOWING RESOLUTION AMENDING RESOLUTION No. 08-R-224 FOR FISCAL YEAR 2008/09 BASED ON THE BUDGET ESTIMATE OF REVENUES AND EXPENDITURES FOR THE COUNTY OF SEMINOLE WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF APRIL 28, 2009.

WHEREAS, the proposed budget for Fiscal Year 2008/09 was adopted at a public hearing held by the Board of County commissioners of Seminole County as the governing body of Seminole County, and

WHEREAS, on September 23, 2008 the Board of County Commissioners passed Resolution No. 08-R-224 making appropriations for the Fiscal Year 2008/09 based on the budget estimate of revenues and expenditures for the County of Seminole, and

WHEREAS, certain revenue and expenditure adjustments are necessary to recognize actual fund balance revenues and adjust operating and capital expenditures accordingly.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida:

SECTION I

That the Seminole County budget for Fiscal Year 2008/09, adopted by Resolution No. 08-R-224, be amended by the following Schedule of Adjustments:

Fund	Fund Description	Current Budget	Adjustments	Adjusted Budget
General Fund and Subfunds				
00100	General Fund	275,701,201	5,388,926	281,090,127
00108	Facilities Maintenance Fund	2,017,755	518,266	2,536,021
11400	Court Support - $2 Technology Fee	2,168,164	(132,989)	2,035,175
12300	Alcohol / Drug Abuse	85,000	33,012	118,012
12302	Teen Court	318,652	24,555	343,207
12901	Civil Mediation: County	185,975	23,319	209,294
12902	Civil Mediation: Circuit	238,257	10,732	248,989
12903	Family Mediation	190,000	25,034	215,034
13000	Stormwater	11,620,655	879,243	12,499,898
13100	Economic Development	2,758,044	385,842	3,143,886
30600	Infrastructure Improvements	319,282	9,928,716	10,247,998
60301	BOCC Agency Funding (Close Fund)	-	-	-
60302	Public Safety - System Wide Training	42,000	124,925	166,925
60303	Libraries	134,752	77,500	212,252
60304	Animal Services - Donations	20,000	77,335	97,335
	Total General Fund	**295,799,737**	**17,364,416**	**313,164,153**
Special Revenue Funds				-
10101	Transportation Trust	30,378,069	1,234,526	31,612,595
10102	Ninth Cent Gas Tax	5,438,750	(305,959)	5,132,791
	Total Transportation Trust	**35,816,819**	**928,567**	**36,745,386**
00101	Police Education	244,528	165,188	409,716
				-
00103	Natural Lands Endowment	850,337	190,099	1,040,436
				-
00104	Boating Improvements	666,592	769	667,361
				-
10400	Building Program Fund	5,105,509	(910,612)	4,194,897
				-
11000	Tourist Development - 3%	5,998,894	(401,117)	5,597,777
				-
11200	Fire Protection	83,634,543	3,677,256	87,311,799
				-
11500	Infrastructure Sales Tax: 1991	168,016,777	518,144	168,534,921
11541	Infrastructure Sales Tax: 2001	129,704,112	(3,074,416)	126,629,696
	Total Infrastructure Sales Tax	**297,720,889**	**(2,556,272)**	**295,164,617**
				-
11800	EMS Trust	535,028	4,756	539,784
				-
00102	Tank Inspections	280,914	(33,454)	247,460
00106	Petroleum Clean-up	405,017	37,428	442,445
11901	CDBG	5,339,251	(462,654)	4,876,597
11902	HOME	3,309,899	(286,837)	3,023,062
11903	Drug Abuse (Close Fund)	-	-	-
11904	Emergency Shelter	106,525	-	106,525
11905	CSBG	246,352	-	246,352
11907	Hazardous Mitigation - Wind Grant (Close Fund)	-	14,746	14,746
11908	Disaster Preparedness	122,742	-	122,742
11910	EMS Matching	185,022	61,674	246,696
11911	Hurricane Housing & Recovery	38,000	10,371	48,371
11912	Public Safety Grants (State)	11,638	62	11,700
11913	Public Safety Grants (Other)	1,716,670	17,210	1,733,880
11914	FRDAP Grants	411,892	-	411,892
11915	Public Safety Grants (Federal)	131,535	(26,098)	105,437
11916	Public Works Grants (State)	14,579,307	-	14,579,307
11917	Leisure Service Grants (Federal)	-	-	-
11918	Planning & Development Grants (State) (Close Fund)	-	13,022	13,022
11919	Community Service Grants	480,000	(37,898)	442,102
11920	Neighborhood Stabilization Grant	7,019,514	-	7,019,514
	Total Grants	**34,384,278**	**(692,428)**	**33,691,850**
				-
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12008	SHIP: FY07/08	4,286,997	215,754	4,502,751
12009	SHIP: FY08/09	3,764,113	-	3,764,113
	Total SHIP Funds	**9,404,110**	**144,668**	**9,548,778**
				-

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				-
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	Total Transportation Impact Fees	**(55,693,746)**	**(3,292,635)**	**(58,986,381)**
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12801	Fire/Rescue Impact Fees	3,166,262	(36,590)	3,129,672
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12804	Library - Impact Fees	134,566	192,331	326,897
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	Total Development Impact Fees	**3,300,828**	**181,289**	**3,482,117**
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16002	MSBU: Charter Oaks Tamarak (Close Fund)	-	-	-
16005	MSBU: Lake Mills	48,325	4,052	52,377
16006	MSBU: Lake Picket	114,130	5,542	119,672
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16013	MSBU: Howell Creek	10,050	714	10,764
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	Total Water & Sewer	**237,073,074**	**(1,576,367)**	**235,496,707**
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	Total Solid Waste	**54,635,205**	**2,332,887**	**56,968,092**
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50100	Self Insurance	18,257,314	4,019,164	22,276,478
				-
	Grand Total	**1,123,785,385**	**25,637,575**	**1,149,422,960**

SECTION II

That all Sections or parts of Sections of all Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

ADOPTED this 28th day of April, of 2009.

ATTEST:
COMMISSIONERS

BOARD OF COUNTY
SEMINOLE COUNTY, FLORIDA

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

By:_____
BOB DALLARI, CHAIRMAN

SEMINOLE COUNTY, FLORIDA

Mid-Year Budget Amendment
Fiscal Year 2008/09

SEMINOLE COUNTY
FY 2007/08 MIDYEAR ADJUSTMENTS
TABLE OF CONTENTS

EXECUTIVE SUMMARY ..... i-v

RESOLUTION ..... vi-ix

SECTION A:

Fund Summary A1–A5

SECTION B:

Beginning Fund Balance Summary B1–B5

SECTION C:

Ending Fund Balance / Reserves C1-C5

SECTION D:

Other Reserve Adjustments D1-D17

SECTION E:

Grant Adjustments E1-E5

MIDYEAR BUDGET AMENDMENT
FISCAL YEAR FY 2008/09
EXECUTIVE SUMMARY

OVERVIEW

The "FY 2008/09 Midyear Budget Amendment" reconciles the actual results for the County's fiscal year ended September 30, 2008 to the beginning budgetary fund balance for each fund in the FY 2008/09 budget. Additionally, the amendment addresses other known budgetary adjustments such as the carry forward of unexpended grant funds, changes in revenue estimates, operational modifications and miscellaneous changes. The total budget amendment of $25,637,575 (detailed in Section A, Fund Summary), is comprised of adjustments to beginning fund balances totaling $42,848,191, offset by grant adjustments totaling ($632,446) and other mid-year adjustments totaling ($16,578,170); comprised of a reduction in budgetary revenue estimates totaling ($26,033,849) offset by transfers of $9,455,679. The adjusted County-wide budget after amendment is $1,149,422,960.

The "Midyear Budget Process" is a comprehensive review of the County's current budget. The midyear package is designed to present the overall change in the following categories:

Beginning Fund Balance (detailed in Section B)

- **Adjustment for FY 2007/08 Carry Forward** – This constitutes a true-up of each fund's budgetary beginning fund balance as of October 1, 2008 to actual results (or ending fund balance) per the County's Comprehensive Annual Financial Report for the fiscal year ended September 30, 2008. The total budget adjustment of $42,848,191 represents the difference between what was budgeted as the beginning fund balance for each fund and actual financial results experienced.

  Beginning fund balance represents the cash forward or ending fund balances from the previous year and is comprised of one-time sources generated from unspent reserves, excess revenues, expenditure savings and carry forward projects that cannot be completed prior to the close of the fiscal year. The fund balance is an essential tool in maintaining the fiscal sustainability of the budget by providing for operating cash in the ensuing fiscal year as an interim flow to normal revenue streams, providing for renewal and replacement of public facilities and infrastructure, limiting a funds risk from revenue shortfalls and unexpected expenditures, and providing for economic stabilization until economic conditions improve. Because it is generated from one-time sources, fund balance is most prudently used to fund reserves and one-time expenses associated with capital projects.

  The amount of fund balance held by each fund is dependent upon various factors. The size of the fund, the amount of reserves required, carry forward projects, source of revenues (i.e., bond funds, user fees), the predictability of revenues and expenditures, long and short term capital projects, and future planning all impact why fund balances can vary greatly by fund.

Budgetary Ending Fund Balance/Reserves (detailed in Section C)

- **Adjustment for FY 2007/08 Actual (from Section B) –** Represents a corresponding adjustment to budgetary ending fund balance/reserves as a result of the beginning fund balance adjustment described above. The effect is an increase to budgetary ending fund balance/reserves of $42,848,191.

- **Other Mid-year Adjustments (from Section D) –** Represent changes in sources of funding either from what was anticipated or from what was projected during the original budget process, and other adjustments to appropriations or transfers that effect the budgetary ending fund balance/reserves. These changes include adjustments for revenue shortfalls, special revenue fund true-ups, operational modifications and other miscellaneous accounting adjustments necessary to properly account for County resources. The net impact to budgetary ending fund balance/reserves is ($20,601,129), inclusive of revenue reductions totaling $26.1 Million.

General Fund	$ 7, 341,339
Infrastructure Sales Tax: 2001	6,531,395
Building Program Fund	1,185,000
Impact Fees	1,945,000
Solid Waste	3,235,600
Water and Sewer	1,420,000
Water and Sewer: Connection Fees	2,485,000
Transportation Trust	1,084,640
Tourist Development	435,000
Court Support - $2 Technology Fee	410,000
Total Major Revenue Reductions	$ 26,072,974

The dramatic decline in revenue is a result of the global economic fall that took place almost simultaneous with the adoption of the FY 2008/09 budget. According to the National Bureau of Economic Research, the United States has been in a recession since December 2007. However, until late September 2008 it was believed that the recession would be mild. The decisive event that drove the slowing economy and shaky markets into the abyss was the Lehman Brothers bankruptcy, followed by a plummeting S&P 500 Index. The crux of this recession is consumer spending, which is indicated to have had the sharpest drop since World War II.

As a result of economic conditions, major operating revenue sources have continued to decline. Revenue adjustments being made are based on current data and conservative projections of the eventual leveling off from declining conditions. The reductions reflected have been factored into the development of the FY 2009/10 budget.

Grant Adjustments (detailed in Section E)

- **Grant Adjustment –** Represent fund adjustments to true-up budgetary balances of unexpended grant revenue to the actual available carryforward balance from fiscal year 2007/08.

FY 2007/08 Results

The following is an overview of the fiscal status of the County's main operating funds.

General Fund

Financial activities for FY 2007/08 resulted in a $3,429,895 adjustment to the General fund's budgetary beginning fund balance. In addition, $9,246,832 from the Jetta Point Park capital project, which is now being funded by Tourist Development Tax, is included in the "Other Mid-Year Adjustments" section of this book as a transfer from the Infrastructure Improvements capital fund to the General fund. This transfer will be made in FY 2008/09 but had been anticipated in the adopted beginning fund balance as cash forward from FY2007/08. Because this was projected fund balance revenue, the $9.2 million transfer is added to the $3.4 million, netting total undesignated cash forward of $12,676,727.

The net adjustment to the General fund's budgetary beginning fund balance totaling $12.6 million resulted from constitutional officers saving, Jetta Point Park Funds, FEMA reimbursement associated with the 2004 hurricanes and lower than usual expenditures attributed for the most part to conservatism in spending based on the economy.

The following table illustrates how the $12.6 million increase in fund balance was generated and the impact of other midyear adjustments on the Adjusted General Fund Ending Fund Balance/Reserves.

Adjustment to FY 2007/08 Actual	**$ 12,676,727**
From Unascertained Results:	
Constitutional Officers Savings	$ 1,300,817
Increased Jetta Park Funds	788,529
FEMA Disaster Relief	2,822,926
Personal Services	1,279,073
Operating Savings	4,439,095
Grants and Aids	598,478
Capital Outlay Savings	1,670,307
Other Revenue and Expenditure Adjustments	(222,498)
Restated General Fund Adjustment	**$ 12,676,727**
Revenue Reductions Based on Current Trends	(7,287,801)
Appropriation of Acounting Adjustment Transfers For the Close-Out of Grant/Agency Funds	(93,635)
Net Adjustment to Ending Fund Balance/Reserves	**$ 5,295,291**
Current Budget Ending Fund Balance/Reserves	**37,354,796**
Adjusted General Fund Ending Fund Balance/Reserves	**$ 42,650,087**

The net adjustment to budgetary Reserves is an increase of $5.3 million for a total General Fund Budgetary Reserve of $42.7 million which is approximately 20% of current operating revenues.

Transportation Trust

The Transportation Trust (inclusive of the Ninth Cent Gas Tax Fund) realized a $2.0 million increase in fund balance attributed to a $289,974 FEMA reimbursement of eligible expenses associated with the 2004 hurricanes, additional expenditure savings from personal services resulting from the frozen vacant positions and maintenance costs resulting from conservatism in spending based on declining economic conditions. Mid-year adjustments include a reduction in gas tax revenue estimates totaling $1.1 million, offset by a reduction of $647,276 to the LYNX appropriation to equal the funding agreement approved by the Board on January 29, 2009.

Building Program Fund

An increase in the Building Program Fund budgetary beginning fund balance of $274,388 is offset by reductions in revenue projections of $1.2 million. The issuance of new construction permits for single family homes is down 44% and new commercial construction permits are down 51% in comparison to prior year activity through February. Although overall permits are down only 15%, the valuation of permits issued is almost 60% below prior year. While the reduction in revenue is being absorbed by use of fund reserves on a budgetary basis; the Planning and Development Department has taken internal measures to enact expenditure savings within the current fiscal year to protect depleting reserves.

Tourist Development Fund

An increase in the original 3% Tourist Development Tax fund balance totaling $33,883 is offset by a reduction of $435,000 in projected revenue for FY 2008/09. The revenue reduction is being applied to the original 3% Tourist Development tax collections which through February 2009 are down 18% from prior year receipts. A penny today represents approximately $630,000 annually, down 28% from $875,000 in FY 2005/06.

The Board adopted an ordinance implementing an additional 2% tourist development tax that went into full effect February 2009. The additional 2% is anticipated to bring in $1.2 million annually to support the construction and maintenance of Jetta Point Park. The revenue has not been budgeted or appropriated in FY 2008/09, pending Board decision based on bid results.

Fire Fund

The Fire Protection Fund beginning fund balance increased $3.6 million over the current budgetary fund balance for FY 2008/09. This increase is attributed to $2.0 million in revenue and $1.6 million in expenditure savings from budgetary projections. Additional revenues were generated by $909,708 in ambulance transport fees, $971,856 in interest on investments, and $123,640 in FEMA reimbursements from the 2004 hurricanes. Expenditure savings included $1.4 million in personal services associated with vacancies and lapsed salary dollars.

Ending reserves are being increased $4,944,239 resulting from the proposed realignment of fire station construction projects. With declining assessed valuations of property, the MSTU revenue is anticipated to be reduced in FY2009/10 and again in FY2010/11, prompting a recommended delay in construction of Fire Station 19 (Lake Emma) until FY 2012/13. This delay in construction will free up $2.5 million and allow for the use of $2.4 million in fire impact fees, previously planned for Fire Station 19 construction, to be used for the construction of Fire Station 29 (Aloma Ave) in lieu of Fire Funds. The total increase to ending fund balance/reserves is $4.9 million to assist in economic stabilization over the next three years. Budgetary ending fund balance/ reserves after mid-year adjustments are $28.7 million.

Infrastruture Sales Tax

The Infrastructure Sales Tax Fund beginning fund balance was increased $4.0 million from budgetary estimates primarily associated with project savings associated with project close-outs.

The 2001 Infrastructure Sales Tax beginning fund balance adjustment is offset by a reduction of $6.5 million. FY 2008/09 marks the third consecutive year of negative growth in sales tax revenue. With no real growth anticipated before 2011, an adjustment to the 2001 Infrastructure Sales Tax distribution rates between the County and School Board will be necessary in 2010 to insure proportionate shares of the gross infrastructure sales tax collections are distributed in compliance with voter approved referendum.

Impact Fee Funds

Impact fees follow building permit trends and likewise are down from prior year actual revenue by 45% in transportation impact fees, 57% in fire fees, and 60% in library impact fees.

Transportation Impact Fees: The transportation impact fee funds are supported through an interfund loan from the 1991 Infrastructure Sales Tax Fund. The deficit beginning fund balances are reflective of the loan balances as of October 1, 2008. The loan is to be paid off by collections of impact fees in the respective funds over the life of the program. Any unpaid balance resulting at the end of the impact fee program will be absorbed by the infrastructure sales tax. Overall the loan balance was increased from the budgetary projection by $1.5 million primarily as a result of declining impact fee collections.

FY2009/10 revenue estimates are being reduced by $1.8 million in line with building permit trends. The budgetary interfund loan balance at the end of FY2008/09 is $74.6 million. The actual loan balance is anticipated to be lower as budgetary appropriations are reflective of road projects that will continue into FY 2009/10.

Development Impact Fees: An increase of $336,289 in fund balance revenue for Development Impact fees is primarily attributed to unspent Library Impact Fees. The reduction of $115,000 in fire impact fees and $40,000 in Library Impact Fees is a result of updated estimates based on building permit trends.

R E S O L U T I O N

THE FOLLOWING RESOLUTION AMENDING RESOLUTION No. 08-R-224 FOR FISCAL YEAR 2008/09 BASED ON THE BUDGET ESTIMATE OF REVENUES AND EXPENDITURES FOR THE COUNTY OF SEMINOLE WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF APRIL 28, 2009.

WHEREAS, the proposed budget for Fiscal Year 2008/09 was adopted at a public hearing held by the Board of County commissioners of Seminole County as the governing body of Seminole County, and

WHEREAS, on September 23, 2008 the Board of County Commissioners passed Resolution No. 08-R-224 making appropriations for the Fiscal Year 2008/09 based on the budget estimate of revenues and expenditures for the County of Seminole, and

WHEREAS, certain revenue and expenditure adjustments are necessary to recognize actual fund balance revenues and adjust operating and capital expenditures accordingly.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida:

SECTION I

That the Seminole County budget for Fiscal Year 2008/09, adopted by Resolution No. 08-R-224, be amended by the following Schedule of Adjustments:

Fund	Fund Description	Current Budget	Adjustments	Adjusted Budget
General Fund and Subfunds				
00100	General Fund	275,701,201	5,388,926	281,090,127
00108	Facilities Maintenance Fund	2,017,755	518,266	2,536,021
11400	Court Support - $2 Technology Fee	2,168,164	(132,989)	2,035,175
12300	Alcohol / Drug Abuse	85,000	33,012	118,012
12302	Teen Court	318,652	24,555	343,207
12901	Civil Mediation: County	185,975	23,319	209,294
12902	Civil Mediation: Circuit	238,257	10,732	248,989
12903	Family Mediation	190,000	25,034	215,034
13000	Stormwater	11,620,655	879,243	12,499,898
13100	Economic Development	2,758,044	385,842	3,143,886
30600	Infrastructure Improvements	319,282	9,928,716	10,247,998
60301	BOCC Agency Funding (Close Fund)	-	-	-
60302	Public Safety - System Wide Training	42,000	124,925	166,925
60303	Libraries	134,752	77,500	212,252
60304	Animal Services - Donations	20,000	77,335	97,335
	Total General Fund	**295,799,737**	**17,364,416**	**313,164,153**
Special Revenue Funds				-
10101	Transportation Trust	30,378,069	1,234,526	31,612,595
10102	Ninth Cent Gas Tax	5,438,750	(305,959)	5,132,791
	Total Transportation Trust	**35,816,819**	**928,567**	**36,745,386**
00101	Police Education	244,528	165,188	409,716
				-
00103	Natural Lands Endowment	850,337	190,099	1,040,436
				-
00104	Boating Improvements	666,592	769	667,361
				-
10400	Building Program Fund	5,105,509	(910,612)	4,194,897
				-
11000	Tourist Development - 3%	5,998,894	(401,117)	5,597,777
				-
11200	Fire Protection	83,634,543	3,677,256	87,311,799
				-
11500	Infrastructure Sales Tax: 1991	168,016,777	518,144	168,534,921
11541	Infrastructure Sales Tax: 2001	129,704,112	(3,074,416)	126,629,696
	Total Infrastructure Sales Tax	**297,720,889**	**(2,556,272)**	**295,164,617**
				-
11800	EMS Trust	535,028	4,756	539,784
				-
00102	Tank Inspections	280,914	(33,454)	247,460
00106	Petroleum Clean-up	405,017	37,428	442,445
11901	CDBG	5,339,251	(462,654)	4,876,597
11902	HOME	3,309,899	(286,837)	3,023,062
11903	Drug Abuse (Close Fund)	-	-	-
11904	Emergency Shelter	106,525	-	106,525
11905	CSBG	246,352	-	246,352
11907	Hazardous Mitigation - Wind Grant (Close Fund)	-	14,746	14,746
11908	Disaster Preparedness	122,742	-	122,742
11910	EMS Matching	185,022	61,674	246,696
11911	Hurricane Housing & Recovery	38,000	10,371	48,371
11912	Public Safety Grants (State)	11,638	62	11,700
11913	Public Safety Grants (Other)	1,716,670	17,210	1,733,880
11914	FRDAP Grants	411,892	-	411,892
11915	Public Safety Grants (Federal)	131,535	(26,098)	105,437
11916	Public Works Grants (State)	14,579,307	-	14,579,307
11917	Leisure Service Grants (Federal)	-	-	-
11918	Planning & Development Grants (State) (Close Fund)	-	13,022	13,022
11919	Community Service Grants	480,000	(37,898)	442,102
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				-
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				-
	Grand Total	**1,123,785,385**	**25,637,575**	**1,149,422,960**

SECTION II

That all Sections or parts of Sections of all Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

ADOPTED this 28th day of April, of 2009.

ATTEST:
COMMISSIONERS

BOARD OF COUNTY
SEMINOLE COUNTY, FLORIDA

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

By:_____
BOB DALLARI, CHAIRMAN

Seminole County
FY 2008/09 Midyear Adjustments
Fund Summary

Fund	Fund Description	Current Budget	Adjustments: Adjustment to FY2008/09 Actual	Adjustments: Other Mid-year Adjustments	Adjustments: Grant Adjustments	Total Adjustments	Adjusted Budget
General Fund and Subfunds							
00100	General Fund	$ 275,701,201	$ 3,429,895	$ 1,959,031	$ -	$ 5,388,926	$ 281,090,127
00108	Facilities Maintenance Fund	2,017,755	518,266	-	-	518,266	2,536,021
11400	Court Support - $2 Technology Fee	2,168,164	277,011	(410,000)	-	(132,989)	2,035,175
12300	Alcohol / Drug Abuse	85,000	33,012	-	-	33,012	118,012
12302	Teen Court	318,652	24,555	-	-	24,555	343,207
12901	Civil Mediation: County	185,975	23,319	-	-	23,319	209,294
12902	Civil Mediation: Circuit	238,257	10,732	-	-	10,732	248,989
12903	Family Mediation	190,000	25,034	-	-	25,034	215,034
13000	Stormwater	11,620,655	879,243	-	-	879,243	12,499,898
13100	Economic Development	2,758,044	385,842	-	-	385,842	3,143,886
30600	Infrastructure Improvements	319,282	9,854,591	74,125	-	9,928,716	10,247,998
60301	BOCC Agency Funding (Close Fund)	-	(1,479)	1,479	-	-	-
60302	Public Safety - System Wide Training	42,000	124,925	-	-	124,925	166,925
60303	Libraries	134,752	112,500	(35,000)	-	77,500	212,252
60304	Animal Services - Donations	20,000	77,335	-	-	77,335	97,335
60305	Historical Commission	-	-	-	-	-	-
60307	4 H Counsel / Cooperative Extension	-	-	-	-	-	-
60308	Adult Drug Court	-	-	-	-	-	-
	Total General Fund	295,799,737	15,774,781	1,589,635	-	17,364,416	313,164,153
Special Revenue Funds							
10101	Transportation Trust	30,378,069	2,119,166	(884,640)	-	1,234,526	31,612,595
10102	Ninth Cent Gas Tax	5,438,750	(105,959)	(200,000)	-	(305,959)	5,132,791
	Total Transportation Trust	35,816,819	2,013,207	(1,084,640)	-	928,567	36,745,386
00101	Police Education	244,528	165,188	-	-	165,188	409,716
00103	Natural Lands Endowment	850,337	190,099	-	-	190,099	1,040,436
00104	Boating Improvements	666,592	769	-	-	769	667,361

Seminole County
FY 2008/09 Midyear Adjustments
Fund Summary

Fund	Fund Description	Current Budget	Adjustments: Adjustment to FY2008/09 Actual	Adjustments: Other Mid-year Adjustments	Adjustments: Grant Adjustments	Total Adjustments	Adjusted Budget
10400	Building Program Fund	5,105,509	274,388	(1,185,000)	-	(910,612)	4,194,897
11000	Tourist Development - 3%	5,998,894	33,883	(435,000)	-	(401,117)	5,597,777
11200	Fire Protection	83,634,543	3,615,582	61,674	-	3,677,256	87,311,799
11500	Infrastructure Sales Tax: 1991	168,016,777	518,144	-	-	518,144	168,534,921
11541	Infrastructure Sales Tax: 2001	129,704,112	3,456,979	(6,531,395)	-	(3,074,416)	126,629,696
	Total Infrastructure Sales Tax	297,720,889	3,975,123	(6,531,395)	-	(2,556,272)	295,164,617
11800	EMS Trust	535,028	-	-	4,756	4,756	539,784
00102	Tank Inspections	280,914	-	-	(33,454)	(33,454)	247,460
00106	Petroleum Clean-up	405,017	-	-	37,428	37,428	442,445
11901	CDBG	5,339,251	-	-	(462,654)	(462,654)	4,876,597
11902	HOME	3,309,899	-	-	(286,837)	(286,837)	3,023,062
11903	Drug Abuse (Close Fund)	-	(70,709)	70,709	-	-	-
11904	Emergency Shelter	106,525	-	-	-	-	106,525
11905	CSBG	246,352	-	-	-	-	246,352
11907	Hazardous Mitigation - Wind Grant (Close Fund)	-	14,746	-	-	14,746	14,746
11908	Disaster Preparedness	122,742	-	-	-	-	122,742
11910	EMS Matching	185,022	61,674	-	-	61,674	246,696
11911	Hurricane Housing & Recovery	38,000	-	-	10,371	10,371	48,371
11912	Public Safety Grants (State)	11,638	-	-	62	62	11,700
11913	Public Safety Grants (Other)	1,716,670	-	-	17,210	17,210	1,733,880
11914	FRDAP Grants	411,892	-	-	-	-	411,892
11915	Public Safety Grants (Federal)	131,535	-	-	(26,098)	(26,098)	105,437
11916	Public Works Grants (State)	14,579,307	-	-	-	-	14,579,307
11917	Leisure Service Grants (Federal) (Close Fund)	-	(21,447)	21,447	-	-	-
11918	Planning & Development Grants (State) (Close Fund)	-	13,022	-	-	13,022	13,022
11919	Community Service Grants	480,000	-	-	(37,898)	(37,898)	442,102
11920	Neighborhood Stabilization Grant	7,019,514	-	-	-	-	7,019,514
	Total Grants	34,384,278	(2,714)	92,156	(781,870)	(692,428)	33,691,850

Seminole County
FY 2008/09 Midyear Adjustments
Fund Summary

Fund	Fund Description	Current Budget	Adjustments: Adjustment to FY2008/09 Actual	Adjustments: Other Mid-year Adjustments	Adjustments: Grant Adjustments	Total Adjustments	Adjusted Budget
12007	SHIP: FY06/07	1,353,000	-	-	(71,086)	(71,086)	1,281,914
12008	SHIP: FY07/08	4,286,997	-	-	215,754	215,754	4,502,751
12009	SHIP: FY08/09	3,764,113	-	-	-	-	3,764,113
	Total SHIP Funds	9,404,110	-	-	144,668	144,668	9,548,778
12101	Law Enforcement: Local	-	-	-	-	-	-
12102	Law Enforcement: Justice	-	-	-	-	-	-
12103	Law Enforcement: Federal	-	-	-	-	-	-
	Total Law Enforcement Trust	-	-	-	-	-	-
12500	Emergency 911	5,188,090	602,562	-	-	602,562	5,790,652
12601	Arterial Impact Fee	(50,810,744)	(1,245,527)	(1,450,000)	-	(2,695,527)	(53,506,271)
12602	North Collector Impact Fee	4,139,284	48,890	-	-	48,890	4,188,174
12603	West Collector Impact Fee	298,145	(121,928)	(75,000)	-	(196,928)	101,217
12604	East Collector Impact Fee	4,212,053	49,304	(180,000)	-	(130,696)	4,081,357
12605	South Central Collector Impact Fee	(13,532,484)	(233,374)	(85,000)	-	(318,374)	(13,850,858)
	Total Transportation Impact Fees	(55,693,746)	(1,502,635)	(1,790,000)	-	(3,292,635)	(58,986,381)
12801	Fire/Rescue Impact Fees	3,166,262	78,410	(115,000)	-	(36,590)	3,129,672
12802 *	Law Enforcement Impact Fees (Close Fund)	-	5,538	-	-	5,538	5,538
12804	Library - Impact Fees	134,566	232,331	(40,000)	-	192,331	326,897
12805 *	Drainage - Impact Fees (Close Fund)	-	20,010	-	-	20,010	20,010
	Total Development Impact Fees	3,300,828	336,289	(155,000)	-	181,289	3,482,117
13300	17/92 Redevelopment Agency	9,172,311	(108,744)	-	-	(108,744)	9,063,567

*Fund 12802 and 12805 are not true impact fee funds. Future fee revenue will be deposited into the General Fund.

Seminole County
FY 2008/09 Midyear Adjustments
Fund Summary

Fund	Fund Description	Current Budget	Adjustments: Adjustment to FY2008/09 Actual	Adjustments: Other Mid-year Adjustments	Adjustments: Grant Adjustments	Total Adjustments	Adjusted Budget
MSBU Funds							
15000	MSBU: Street Lighting Districts	2,593,000	265,724	-	-	265,724	2,858,724
15100	MSBU: Residential Solid Waste	17,495,000	1,244,020	-	-	1,244,020	18,739,020
16000	MSBU: Main	929,800	135,418	-	-	135,418	1,065,218
16002	MSBU: Charter Oaks Tamarak (Close Fund)	-	-	-	-	-	-
16005	MSBU: Lake Mills	48,325	4,052	-	-	4,052	52,377
16006	MSBU: Lake Picket	114,130	5,542	-	-	5,542	119,672
16007	MSBU: Lake Amory	7,285	629	-	-	629	7,914
16010	MSBU: Cedar Ridge	39,575	1,889	-	-	1,889	41,464
16013	MSBU: Howell Creek	10,050	714	-	-	714	10,764
16024	MSBU: Lake of the Woods	-	-	-		-	-
16025	MSBU: Mirror Lake	17,300	1,641	-	-	1,641	18,941
16026	MSBU: Spring Lake	28,600	4,475	-	-	4,475	33,075
	Total MSBU Funds	1,195,065	154,360	-	-	154,360	1,349,425
Debt Service Funds							
21400	Gas Tax Revenue Refunding Bonds	1,250,024	29,973	-	-	29,973	1,279,997
22100	Limited G.O. Bonds	5,835,364	158,752	-	-	158,752	5,994,116
22500	Sales Tax Revenue Bonds	7,175,982	6,719	-	-	6,719	7,182,701
	Total Debt Service Funds	14,261,370	195,444	-	-	195,444	14,456,814
Capital Project Funds							
32000	Jail Expansion Projects	31,489,596	3,259,673	-	-	3,259,673	34,749,269
32100	Natural Lands/Trails Projects	12,030,536	132,250	-	-	132,250	12,162,786
32200	Courthouse Facilities Projects	2,626,478	312,658	-	-	312,658	2,939,136
	Total Capital Projects Fund	46,146,610	3,704,581	-	-	3,711,300	57,033,892

Seminole County
FY 2008/09 Midyear Adjustments
Fund Summary

Fund	Fund Description	Current Budget	Adjustments: Adjustment to FY2008/09 Actual	Adjustments: Other Mid-year Adjustments	Adjustments: Grant Adjustments	Total Adjustments	Adjusted Budget
Enterprise Funds							
40100	Water & Sewer: Operating	58,359,600	2,028,425	(1,420,000)	-	608,425	58,968,025
40102	Water & Sewer: Connection Fees - Water	9,348,604	1,157,891	(685,000)	-	472,891	9,821,495
40103	Water & Sewer: Connection Fees - Sewer	23,059,205	(1,254,792)	(1,800,000)	-	(3,054,792)	20,004,413
40105	Water & Sewer: Bond Series 2006	124,054,485	397,109	-	-	397,109	124,451,594
40107	Water & Sewer: Debt Service Reserves	14,721,180	-	-	-	-	14,721,180
40110	Water & Sewer: Grants	7,530,000	-	-	-	-	7,530,000
	Total Water & Sewer	237,073,074	2,328,633	(3,905,000)	-	(1,576,367)	235,496,707
40201	Solid Waste: Operating	41,279,981	5,976,558	(3,235,600)	-	2,740,958	44,020,939
40204	Solid Waste: Landfill Management Escrow	13,355,224	(408,071)	-	-	(408,071)	12,947,153
	Total Solid Waste	54,635,205	5,568,487	(3,235,600)	-	2,332,887	56,968,092
50100	Self Insurance	18,257,314	4,019,164	-	-	4,019,164	22,276,478
	Grand Total	**$ 1,123,785,385**	**$ 42,848,191**	**$ (16,578,170)**	**$ (632,446)**	**$ 25,637,575**	**$ 1,149,422,960**

Seminole County
FY 2008/09 Midyear Adjustments
Beginning Fund Balance Summary

Fund	Fund Description	FY2007/08 Ending Fund Balance: FY 2008/09 Current Beg Fund Bal	Adjustment for FY 2007/08 Carryforward	FY 2008/09 Adjusted Beg Fund Bal	Non-Budgetary Adjustments	Actual 9/30/2008 Ending Fund Balance
General Fund and Subfunds						
00100	General Fund	$ 58,123,649	$ 3,429,895	$ 61,553,544	$ (1,050,187)	$ 60,503,357
00108	Facilities Maintenance Fund	820,769	518,266	1,339,035	-	1,339,035
11400	Court Support - $2 Technology Fee	1,308,164	277,011	1,585,175	-	1,585,175
12300	Alcohol / Drug Abuse	-	33,012	33,012	-	33,012
12302	Teen Court	108,652	24,555	133,207	-	133,207
12901	Civil Mediation: County	185,975	23,319	209,294	-	209,294
12902	Civil Mediation: Circuit	238,257	10,732	248,989	-	248,989
12903	Family Mediation	190,000	25,034	215,034	-	215,034
13000	Stormwater	5,123,812	879,243	6,003,055	-	6,003,055
13100	Economic Development	1,352,955	385,842	1,738,797	-	1,738,797
30600	Infrastructure Improvements	319,282	9,854,591	10,173,873	-	10,173,873
60301	BOCC Agency Funding (Close Fund)	-	(1,479)	(1,479)	-	(1,479)
60302	Public Safety - System Wide Training	-	124,925	124,925	-	124,925
60303	Libraries	59,752	112,500	172,252	-	172,252
60304	Animal Services - Donations	20,000	77,335	97,335	-	97,335
60305	Historical Commission	-	-	-	25,338	25,338
60307	4 H Counsel / Cooperative Extension	-	-	-	34,012	34,012
60308	Adult Drug Court	-	-	-	7,468	7,468
	Total General Fund	67,851,267	15,774,781	83,626,048	(983,369)	82,642,679
Special Revenue Funds						
10101	Transportation Trust	9,263,210	2,119,166	11,382,376	835,976	12,218,352
10102	Ninth Cent Gas Tax	169,009	(105,959)	63,050	-	63,050
	Total Transportation Trust	9,432,219	2,013,207	11,445,426	835,976	12,281,402
00101	Police Education	-	165,188	165,188	-	165,188
00103	Natural Lands Endowment	815,337	190,099	1,005,436	-	1,005,436
00104	Boating Improvements	560,592	769	561,361	-	561,361

Seminole County
FY 2008/09 Midyear Adjustments
Beginning Fund Balance Summary

Fund	Fund Description	FY2007/08 Ending Fund Balance: FY 2008/09 Current Beg Fund Bal	Adjustment for FY 2007/08 Carryforward	FY 2008/09 Adjusted Beg Fund Bal	Non-Budgetary Adjustments	Actual 9/30/2008 Ending Fund Balance
10400	Building Program Fund	1,957,009	274,388	2,231,397	-	2,231,397
11000	Tourist Development - 3%	3,623,894	33,883	3,657,777	-	3,657,777
11200	Fire Protection	31,593,421	3,615,582	35,209,003	267,983	35,476,986
11500	Infrastructure Sales Tax: 1991	163,714,770	518,144	164,232,914	-	164,232,914
11541	Infrastructure Sales Tax: 2001	77,292,922	3,456,979	80,749,901	-	80,749,901
	Total Infrastructure Sales Tax	241,007,692	3,975,123	244,982,815	-	244,982,815
11800	EMS Trust	-	-	-	-	-
00102	Tank Inspections	-	-	-	123,671	123,671
00106	Petroleum Clean-up	-	-	-	149,331	149,331
11901	CDBG	-	-	-	(87,296)	(87,296)
11902	HOME	-	-	-	60,116	60,116
11903	Drug Abuse (Close Fund)	-	(70,709)	(70,709)	-	(70,709)
11904	Emergency Shelter	-	-	-		-
11905	CSBG	-	-	-	91	91
11907	Hazardous Mitigation - Wind Grant (Close Fund)	-	14,746	14,746	-	14,746
11908	Disaster Preparedness	-	-	-	14,961	14,961
11910	EMS Matching	-	61,674	61,674		61,674
11911	Hurricane Housing & Recovery	-	-	-	1,348	1,348
11912	Public Safety Grants (State)	-	-	-	5,942	5,942
11913	Public Safety Grants (Other)	-	-	-	7,250	7,250
11914	FRDAP Grants	-	-	-	-	-
11915	Public Safety Grants (Federal)	-	-	-	(27,250)	(27,250)
11916	Public Works Grants (State)	-	-	-	313,493	313,493
11917	Leisure Service Grants (Federal) (Close Fund)	-	(21,447)	(21,447)	-	(21,447)
11918	Planning & Development Grants (State) (Close Fund)	-	13,022	13,022	-	13,022
11919	Community Service Grants	-	-	-	-	-
11920	Neighborhood Stabilization Grant	-	-	-	-	-
	Total Grants	-	(2,714)	(2,714)	561,657	558,943

Seminole County
FY 2008/09 Midyear Adjustments
Beginning Fund Balance Summary

Fund	Fund Description	FY2007/08 Ending Fund Balance: FY 2008/09 Current Beg Fund Bal	Adjustment for FY 2007/08 Carryforward	FY 2008/09 Adjusted Beg Fund Bal	Non-Budgetary Adjustments	Actual 9/30/2008 Ending Fund Balance
12007	SHIP: FY06/07	-	-	-	-	-
12008	SHIP: FY07/08	-	-	-	-	-
12009	SHIP: FY08/09	-	-	-	-	-
	Total SHIP	-	-	-	-	-
12101	Law Enforcement: Local	-	-	-	58,019	58,019
12102	Law Enforcement: Justice	-	-	-	102,555	102,555
12103	Law Enforcement: Federal	-	-	-	17	17
	Total Law Enforcement Trust	-	-	-	160,591	160,591
12500	Emergency 911	2,598,090	602,562	3,200,652	-	3,200,652
12601	Arterial Impact Fee	(54,010,744)	(1,245,527)	(55,256,271)	-	(55,256,271)
12602	North Collector Impact Fee	4,011,482	48,890	4,060,372	-	4,060,372
12603	West Collector Impact Fee	(464,874)	(121,928)	(586,802)	-	(586,802)
12604	East Collector Impact Fee	3,858,095	49,304	3,907,399	-	3,907,399
12605	South Central Collector Impact Fee	(13,632,484)	(233,374)	(13,865,858)	-	(13,865,858)
	Total Transportation Impact Fees	(60,238,525)	(1,502,635)	(61,741,160)	-	(61,741,160)
12801	Fire/Rescue Impact Fees	2,866,262	78,410	2,944,672	-	2,944,672
12802*	Law Enforcement Impact Fees (Close Fund)	-	5,538	5,538	-	5,538
12804	Library - Impact Fees	59,566	232,331	291,897	-	291,897
12805*	Drainage - Impact Fees (Close Fund)	-	20,010	20,010	-	20,010
	Total Development Impact Fees	2,925,828	336,289	3,262,117	-	3,262,117
13300	17/92 Redevelopment Agency	6,655,784	(108,744)	6,547,040	-	6,547,040

*Fund 12802 and 12805 are not true impact fee funds. Future fee revenue will be deposited into the General Fund.

Seminole County
FY 2008/09 Midyear Adjustments
Beginning Fund Balance Summary

Fund	Fund Description	FY2007/08 Ending Fund Balance: FY 2008/09 Current Beg Fund Bal	Adjustment for FY 2007/08 Carryforward	FY 2008/09 Adjusted Beg Fund Bal	Non-Budgetary Adjustments	Actual 9/30/2008 Ending Fund Balance
MSBU Funds						
15000	MSBU: Street Lighting Districts	467,300	265,724	733,024	-	733,024
15100	MSBU: Residential Solid Waste	5,585,000	1,244,020	6,829,020	-	6,829,020
16000	MSBU: Main	325,000	135,418	460,418	-	460,418
16002	MSBU: Charter Oaks Tamarak (Close Fund)	-	-	-	116	116
16005	MSBU: Lake Mills	1,500	4,052	5,552	-	5,552
16006	MSBU: Lake Picket	89,180	5,542	94,722	-	94,722
16007	MSBU: Lake Amory	385	629	1,014	-	1,014
16010	MSBU: Cedar Ridge	4,500	1,889	6,389	-	6,389
16013	MSBU: Howell Creek	9,500	714	10,214	-	10,214
16024	MSBU: Lake of the Woods	-	-	-	-	-
16025	MSBU: Mirror Lake	2,500	1,641	4,141	-	4,141
16026	MSBU: Spring Lake	500	4,475	4,975	-	4,975
	Total MSBU Funds	433,065	154,360	587,425	116	587,541
Debt Service Funds						
21400	Gas Tax Revenue Refunding Bonds	-	29,973	29,973	-	29,973
22100	Limited G.O. Bonds	1,373,379	158,752	1,532,131	-	1,532,131
22500	Sales Tax Revenue Bonds	188,151	6,719	194,870	-	194,870
	Total Debt Service Funds	1,561,530	195,444	1,756,974	-	1,756,974
Capital Project Funds						
32000	Jail Expansion Project	31,489,596	3,259,673	34,749,269	-	34,749,269
32100	Natural Lands/Trails Projects	10,542,121	132,250	10,674,371	-	10,674,371
32200	Courthouse Facilities Projects	2,626,478	312,658	2,939,136	-	2,939,136
	Total Capital Project Funds	44,658,195	3,704,581	48,362,776	-	48,362,776

Seminole County
FY 2008/09 Midyear Adjustments
Beginning Fund Balance Summary

Fund	Fund Description	FY2007/08 Ending Fund Balance: FY 2008/09 Current Beg Fund Bal	Adjustment for FY 2007/08 Carryforward	FY 2008/09 Adjusted Beg Fund Bal	Non-Budgetary Adjustments	Actual 9/30/2008 Ending Fund Balance
Enterprise Funds						
40100	Water & Sewer: Operating	13,849,637	2,028,425	15,878,062	-	15,878,062
40102	Water & Sewer: Connection Fees - Water	8,380,604	1,157,891	9,538,495	-	9,538,495
40103	Water & Sewer: Connection Fees - Sewer	19,859,205	(1,254,792)	18,604,413	-	18,604,413
40105	Water & Sewer: Bonds Series 2006	123,054,485	397,109	123,451,594	-	123,451,594
40107	Water & Sewer: Debt Service Reserves	14,721,180	-	14,721,180	-	14,721,180
40110	Water & Sewer: Grants	-	-	-	-	-
		179,865,111	2,328,633	182,193,744	-	182,193,744
40201	Solid Waste: Operating	25,764,081	5,976,558	31,740,639	-	31,740,639
40204	Solid Waste: Landfill Management Escrow	13,195,224	(408,071)	12,787,153	-	12,787,153
		38,959,305	5,568,487	44,527,792	-	44,527,792
50100	Self Insurance	8,446,089	4,019,164	12,465,253	(4,568,306)	7,896,947
	Grand Total	**$ 588,758,203**	**$ 42,848,191**	**$ 631,606,394**	**$ (3,725,352)**	**$ 627,881,042**

Seminole County
FY 2008/09 Midyear Adjustments
Ending Fund Balance / Reserves*

Fund	Fund Description	Budgetary Fund Reserves	Adjustments: Adjustment to FY2007/08 Actual	Adjustments: Other Mid-Year Adjustments	Adjusted Budgetary Fund Reserves
General Fund and Subfunds					
00100	General Fund	$ 37,354,796	$ 3,429,895	$ 1,865,396	$ 42,650,087
00108	Facilities Maintenance Fund	-	518,266	-	518,266
11400	Court Support - $2 Technology Fee	668,164	277,011	(410,000)	535,175
12300	Alcohol / Drug Abuse	-	33,012	(33,012)	-
12302	Teen Court	-	24,555	(24,555)	-
12901	Civil Mediation: County	-	23,319	(23,319)	-
12902	Civil Mediation: Circuit	-	10,732	(10,732)	-
12903	Family Mediation	-	25,034	(25,034)	-
13000	Stormwater	927,716	879,243	-	1,806,959
13100	Economic Development	1,331,386	385,842	-	1,717,228
30600	Infrastructure Improvements	-	9,854,591	(9,990,202)	(135,611)
60301	BOCC Agency Funding (Close Fund)	-	(1,479)	1,479	-
60302	Public Safety - System Wide Training	-	124,925	(124,925)	-
60303	Libraries	-	112,500	(112,500)	-
60304	Animal Services - Donations	-	77,335	(77,335)	-
60305	Historical Commission	-	-	-	-
60307	4 H Counsel / Cooperative Extension	-	-	-	-
60308	Adult Drug Court	-	-	-	-
	Total General Fund	40,282,062	15,774,781	(8,964,739)	47,092,104
Special Revenue Funds					
10101	Transportation Trust	3,765,898	2,119,166	(884,640)	5,000,424
10102	Ninth Cent Gas Tax	-	(105,959)	447,276	341,317
	Total Transportation Trust	3,765,898	2,013,207	(437,364)	5,341,741
00101	Police Education	-	165,188	(165,188)	-
00103	Natural Lands Endowment	724,000	190,099	-	914,099
00104	Boating Improvements	566,929	769	-	567,698

* Ending Fund Balance includes reserves for contingencies, capital improvements, and balances restricted for specified purposes.

Seminole County
FY 2008/09 Midyear Adjustments
Ending Fund Balance / Reserves*

Fund	Fund Description	Budgetary Fund Reserves	Adjustments: Adjustment to FY2007/08 Actual	Adjustments: Other Mid-Year Adjustments	Adjusted Budgetary Fund Reserves
10400	Building Program Fund	1,834,735	274,388	(1,185,000)	924,123
11000	Tourist Development - 3%	3,413,290	33,883	(435,000)	3,012,173
11200	Fire Protection	20,097,808	3,615,582	5,005,913	28,719,303
11500	Infrastructure Sales Tax: 1991	91,417,812	518,144	-	91,935,956
11541	Infrastructure Sales Tax: 2001	12,269,526	3,456,979	(6,531,395)	9,195,110
	Total Infrastructure Sales Tax	103,687,338	3,975,123	(6,531,395)	101,131,066
11800	EMS Trust	-	-	-	-
00102	Tank Inspections	-	-	-	-
00106	Petroleum Clean-up	-	-	-	-
11901	CDBG	-	-	-	-
11902	HOME	-	-	-	-
11903	Drug Abuse (Close Fund)	-	(70,709)	70,709	-
11904	Emergency Shelter	-	-	-	-
11905	CSBG	-	-	-	-
11907	Hazardous Mitigation-Wind Grant (Close Fund)	-	14,746	(14,858)	(112)
11908	Disaster Preparedness	-	-	-	-
11910	EMS Matching	-	61,674	(61,674)	-
11911	Hurricane Housing & Recovery	-	-	-	-
11912	Public Safety Grants (State)	-	-	-	-
11913	Public Safety Grants (Other)	-	-	-	-
11914	FRDAP Grants	-	-	-	-
11915	Public Safety Grants (Federal)	-	-	-	-
11916	Public Works Grants (State)	-	-	-	-
11917	Leisure Service Grants (Federal) (Close Fund)	-	(21,447)	21,447	-
11918	Planning & Development Grants (State) (Close Fund)	-	13,022	(13,132)	(110)
11919	Community Service Grants	-	-	-	-
11920	Neighborhood Stabilization Grant	-	-	-	-
	Total Grants	-	(2,714)	2,492	(222)

* Ending Fund Balance includes reserves for contingencies, capital improvements, and balances restricted for specified purposes.

Seminole County
FY 2008/09 Midyear Adjustments
Ending Fund Balance / Reserves*

Fund	Fund Description	Budgetary Fund Reserves	Adjustments: Adjustment to FY2007/08 Actual	Adjustments: Other Mid-Year Adjustments	Adjusted Budgetary Fund Reserves
12006	SHIP: FY07/08	-	-	-	-
12009	SHIP: FY08/09	-	-	-	-
	Total SHIP	-	-	-	-
12101	Law Enforcement: Local	-	-	-	-
12102	Law Enforcement: Justice	-	-	-	-
12103	Law Enforcement: Federal	-	-	-	-
	Total Law Enforcement Trust	-	-	-	-
12500	Emergency 911	1,650,999	602,562	-	2,253,561
12601	Arterial Impact Fee	(51,874,373)	(1,245,527)	(1,450,000)	(54,569,900)
12602	North Collector Impact Fee	552,598	48,890	-	601,488
12603	West Collector Impact Fee	(7,903,936)	(121,928)	(75,000)	(8,100,864)
12604	East Collector Impact Fee	1,660,922	49,304	(180,000)	1,530,226
12605	South Central Collector Impact Fee	(13,723,325)	(233,374)	(85,000)	(14,041,699)
	Total Transportation Impact Fees	(71,288,114)	(1,502,635)	(1,790,000)	(74,580,749)
12801	Fire/Rescue Impact Fees	61,333	78,410	(115,000)	24,743
12802	Law Enforcement Impact Fees (Close Fund)	-	5,538	(5,538)	-
12804	Library - Impact Fees	-	232,331	(40,000)	192,331
12805	Drainage - Impact Fees (Close Fund)	-	20,010	(20,010)	-
	Total Development Impact Fees	61,333	336,289	(180,548)	217,074
13300	17/92 Redevelopment Agency	7,196,719	(108,744)	-	7,087,975

* Ending Fund Balance includes reserves for contingencies, capital improvements, and balances restricted for specified purposes.

Seminole County
FY 2008/09 Midyear Adjustments
Ending Fund Balance / Reserves*

Fund	Fund Description	Budgetary Fund Reserves	Adjustments: Adjustment to FY2007/08 Actual	Adjustments: Other Mid-Year Adjustments	Adjusted Budgetary Fund Reserves
MSBU Funds					
15000	MSBU: Street Lighting Districts	-	265,724	(265,724)	-
15100	MSBU: Residential Solid Waste	4,211,000	1,244,020	-	5,455,020
16000	MSBU: Main	-	135,418	(135,418)	-
16002	MSBU: Charter Oaks Tamarak (Close Fund)	-	-	-	-
16005	MSBU: Lake Mills	-	4,052	(4,052)	-
16006	MSBU: Lake Picket	-	5,542	(5,542)	-
16007	MSBU: Lake Amory	-	629	(629)	-
16010	MSBU: Cedar Ridge	-	1,889	(1,889)	-
16013	MSBU: Howell Creek	-	714	(714)	-
16024	MSBU: Lake of the Woods	-	-	-	-
16025	MSBU: Mirror Lake	-	1,641	(1,641)	-
16026	MSBU: Spring Lake	-	4,475	(4,475)	-
	Total MSBU Funds	-	154,360	(154,360)	-
Debt Service Funds					
21400	Gas Tax Revenue Refunding Bonds	-	29,973	(29,973)	-
22100	Limited G.O. Bonds	-	158,752	(158,752)	-
22500	Sales Tax Revenue Bonds	-	6,719	(6,719)	-
	Total Debt Service Funds	-	195,444	(195,444)	-
Capital Project Funds					
32000	Jail Expansion Project	-	3,259,673	-	3,259,673
32100	Natural Lands/Trails Projects				
	Trails Development (Public Works)	539,279	32,963	-	572,242
	Leisure Services Natural Lands	3,133,748	99,287	-	3,233,035
		3,673,027	132,250	-	3,805,277
32200	Courthouse Facilities Projects	-	312,658	-	312,658
	Total Capital Project Funds	3,673,027	3,704,581	-	7,377,608

* Ending Fund Balance includes reserves for contingencies, capital improvements, and balances restricted for specified purposes.

Seminole County
FY 2008/09 Midyear Adjustments
Ending Fund Balance / Reserves*

Fund	Fund Description	Budgetary Fund Reserves	Adjustments: Adjustment to FY2007/08 Actual	Adjustments: Other Mid-Year Adjustments	Adjusted Budgetary Fund Reserves
Enterprise Funds					
40100	Water & Sewer: Operating	10,252,298	2,028,425	(1,420,000)	10,860,723
40102	Water & Sewer: Connection Fees - Water	2,423,888	1,157,891	(685,000)	2,896,779
40103	Water & Sewer: Connection Fees - Sewer	12,010,305	(1,254,792)	(1,800,000)	8,955,513
40105	Water & Sewer: Bond Series 2006	13,750,347	397,109	-	14,147,456
40107	Water & Sewer Debt Service Reserves	14,721,180	-	-	14,721,180
40110	Water & Sewer: Grants	-	-	-	-
		53,158,018	2,328,633	(3,905,000)	51,581,651
40201	Solid Waste: Operating	16,782,418	5,976,558	(1,399,772)	21,359,204
40204	Solid Waste: Landfill Management Escrow	13,355,224	(408,071)	-	12,947,153
		30,137,642	5,568,487	(1,399,772)	34,306,357
50100	Self Insurance	9,513,169	4,019,164	-	13,532,333
	Grand Total	**$ 212,685,853**	**$ 42,848,191**	**$ (20,601,129)**	**$ 234,932,915**

* Ending Fund Balance includes reserves for contingencies, capital improvements, and balances restricted for specified purposes.

Seminole County
FY 2008/09 Midyear Adjustments
Reserve Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
00100 - General Fund							
Revenue							
00100		311100		Ad Valorem Tax	$ (771,339)		**Revenue Reduction:** A 0.56% reduction in the 2008 countywide taxable value resulted from valuation adjustments made by the Property Appraiser's Office and Value Adjustment Board subsequent to adoption of the FY 2008/09 County Budget. The revised countywide taxable value totals $31,635,418,833. At 4.5153 mills, this value generates $137,129,671 which is $771,339 less than the adopted budget of $137,901,010. **Revised Estimate - $137,129,671**
00100		314100		Public Service Tax - Electricity	(240,000)		**Revenue Reduction:** Increases in utility rates in recent years have been primarily related to fuel adjustment charges which are not subject to the County Public Service Tax on electricity. The public service tax revenue for electricity has remained flat around $4.35M since FY 2005/06 and is projected to be the same in FY 2008/09. Based on current collection trends a reduction of $240,000 is needed to the adopted budget of $4.59M - **Revised Estimate $4,350,000.**
00100		335120		State Revenue Sharing	(1,685,000)		**Revenue Reduction**: Based on declining sales tax revenues and monthly distribution changes resulting from the March 2009 State Revenue Estimating Conference, a reduction in State Revenue Sharing funds of $1,685,000 below the $8.5M adopted budget is needed. Collections are 18.4% below prior year actual revenue of $8.4M consistent with declining half-cent sales tax trends - **Revised Estimate $6,815,000.**

Seminole County
FY 2008/09 Midyear Adjustments
Reserve Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
General Fund - Revenue (continued)							
00100		335180		Half Cent Sales Tax	(4,575,000)		**Revenue Reduction:** Half-Cent Sales Tax collections through January 2009 continues to decline for the third year in a row. A $4,575,000 reduction in the adopted revenue of $23.3M is needed based on year to date collections and trend analysis. The revised estimated revenue of $18.7M is 18% below prior year actual revenue of $22.8M. The Half-Cent Sales Tax revenue for Seminole County has not been this low since FY 1998/99. **Revised Estimate $18,675,000**
00100		341540		Court Facility Fee - County	(70,000)		**Revenue Reduction:** The Court Facility Fee is a $15 surcharge on certain traffic infractions used to fund state court facilities located in Seminole County. A decrease in the Court Facility Fee of $70,000 is based on actual collections through February. **Revised Estimate $1,250,000**
00100		381100.11907		Transfer From Fund 11907 Hazardous Wind Grant	14,858		**Revenue Increase**: Transfer of fund balance from Fund 11907 - Hazardous Wind Grant for fund closure
00100		381100.11918		Transfer From Fund 11918 Planning and Development Grant	13,132		**Revenue Increase:** Transfer of fund balance from Fund 11918 - Planning and Development Grant for fund closure
00100		381100.12802		Transfer From Fund 12802 - Law Enforcement Impact Fees	5,538		**Revenue Increase:** Close-out of Fund 12802 - Law Enforcement Impact Fees. Future fee revenue will be deposited into the General fund.
00100		381100.12805		Transfer From Fund 12805 - Drainage Impact Fees	20,010		**Revenue Increase:** Close-out of Fund 12805-Drainage Impact Fees. Future fee revenue will be posted into the General fund.
00100		381100.30600		Transfer From Fund 30600 - Infrastructure Improvements	9,246,832		**Revenue Increase:** Transfer of Jetta Point Park funds from the Infrastructure Improvements fund (Fund 30600) as approved in the FY 2008/09 adopted budget. The General Fund adopted budget was predicated on receipt of these funds but did not include the budgeted transfer to move the cash.

Seminole County
FY 2008/09 Midyear Adjustments
Reserve Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
General Fund - Revenue (continued)							
Central Accounts - Interfund Transfers							
00100	014001	590910.11903		Transfer to Fund 11903 - Drug Abuse Fund		70,709	**Appropriation:** Transfer of $70,709 to the Byrne Drug Abuse Grant - Fund 11903 to correct revenue posting and close out fund. Prior year Sheriff grant reimbursement posted to the General fund instead of the grant fund.
00100	014001	590910.11917		Transfer to Grant Fund 11917 - Leisure Services Grants (Federal)		21,447	**Appropriation:** Transfer of $21,447 to the Leisure Services Forestry Grant to close out grant
00100	014001	590910.60301		Transfer to Fund 60301 - BOCC Agency Funding		1,479	**Appropriation:** Transfer of $1,479 to the BOCC Agency Trust to close out fund.
				Total General Fund	**1,959,031**	**93,635**	
00101 - Police Education Fund							
00101	021002	530540		Books, Dues, Publications		165,188	**Appropriation:** Appropriate fund balance carryover for Police Education purposes
				Total Police Education Fund	**-**	**165,188**	
10101 - Transportation Trust							
10101		312400		Local Option Gas Tax	(464,879)		**Revenue Reduction:** Decrease in Local Option Gas Tax based on current collection trends. Down 7% from prior year collections. **Revised Estimate $7,200,000.**
10101		335491		Constitutional Gas Tax	(337,461)		**Revenue Reduction:** Decrease in the Constitutional Gas Tax based on current collection trends. Down 7% from prior year collections. **Revised Estimate $3,405,000**
10101		335492		County Gas Tax	(82,300)		**Revenue Reduction**: Decrease in the County Gas Tax based on current collection trends. Down 2% from prior year collections. **Revised Estimate $1,550,000.**
				Total Transportation Trust	**(884,640)**	**-**	

Seminole County
FY 2008/09 Midyear Adjustments
Reserve Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
10102 - Ninth Cent Gas Tax							
10102		312300		County Ninth Cent Voted Gas Tax	(200,000)		**Revenue Reduction:** Decrease in Ninth Cent Voted Gas Tax based on current collection trends through February 2009. Down 9% from prior year collections. **Revised Estimate $2,000,000.**
10102	110203	530340		Contracted Services		(647,276)	**Appropriation:** The FY 2008/09 BCC approved contract (1-29-09) totals $4,622,465 which is $647,276 less than the adopted budget of $5,269,741.
				Total Ninth Cent Gas Tax Fund	**(200,000)**	**(647,276)**	
10400 - Building Program Fund							
10400		322100		Building Permits	(900,000)		**Revenue Reduction:** A reduction of $1,185,000 in the Building Fund revenue is necessary to reflect a 16% decrease in building activity. Although reserves are adjusted to offset the projected revenue loss in full; the Planning and Development Department has taken internal measures to enact expenditure savings in the current fiscal year.
		322102		Electrical	(40,000)		
		322103		Plumbing	(20,000)		
		322104		Mechanical	(10,000)		
		322108		Gas	(20,000)		
		342516		After Hours Inspections	(20,000)		
		342590		Reinspections	(100,000)		
		361100		Interest On Investments	(60,000)		
		369900		Miscellaneous Other	(10,000)		
		369910		Copying Fees	(5,000)		
				Total Building Program Fund	**(1,185,000)**	**-**	
11000 - Tourist Development - 3%							
11000		312120		Tourist Development Tax	(435,000)		**Revenue Reduction:** Through February 2009, Tourist Development tax revenue is down 18% from prior year collections requiring a reduction of $435,000 to the current $2,325,000 budgeted revenue. The revised estimate of $1,890,000 is based on the original 3% tax only. One percent of TD tax currently generates about $630,000 annually. **Revised Estimate: $1,890,000**
				Total Tourist Development Tax - 3%	**(435,000)**	**-**	

Seminole County
FY 2008/09 Midyear Adjustments
Reserve Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
11200 - Fire Protection Fund							
Revenue							
11200		381100.11910		Transfer From Fund 11910 - Emergency Medical Services (EMS) Matching Grant	61,674		**Revenue Increase:** Transfer of $61,674 from the Emergency Medical Services (EMS) Grant (Fund 11910) as reimbursement for a grant funded mechanical CPR machine purchased from the Fire fund in FY 2007/08
Construction Management - Fire Protection Fund							
11200	010577	560650	249501 W FS-19	Construction In Progress		(2,500,000)	**Appropriation:** Based on revenue reductions forecast for the Fire Protection Fund, delaying the construction of Fire Station 19 (Lake Emma) until FY 2012/13 and funding a portion of Fire Station 29 (Aloma Ave) with impact fees is recommended. Postponing Fire Station 19 until 2012/13 will free up $2.5M in the Fire Services budget and funding $2.4M of Fire Station 29 construction from impact fees provides for a total Fire Protection Fund savings of $4,944,239. The added savings will be used to increase reserves needed to offset future revenue shortages and to insure funding for ongoing operating costs.
11200	010577	560650	258001 W FS-29	Construction In Progress		(2,444,239)	
				Total Fire Protection Fund	**61,674**	**(4,944,239)**	
11400 - Court Support - $2 Technology Fee							
11400		341100		Recording Fees	(410,000)		**Revenue Reduction:** The $860,000 in budgeted recording fees for FY 2008/09 is reduced by $410,000 based on actual collections through February 2009 which are down 48% from prior year revenue. **Revised Revenue Estimate - $450,000**
				Total Court Support - $2 Technology Fee Fund	**(410,000)**	**-**	

Seminole County
FY 2008/09 Midyear Adjustments
Reserve Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
MSBU Funds							
15000 - MSBU: Street Lighting Districts							
15000	090281	530499		Charges/Obligations-Contingency	-	265,724	**Appropriation:** Operating Contingency adjustment for actual fund balance
				Total MSBU: Street lighting Districts	**-**	**265,724**	
16000 - Municipal Service Benefit Unit: Main							
16000	075100	530499		Charges/Obligations-Contingency		135,418	**Appropriation:** Operating Contingency adjustment for actual fund balance
				Total MSBU: Main Fund	**-**	**135,418**	
16005 - MSBU: Lake Mills							
16005	075118	530499		Charges/Obligations-Contingency		4,052	**Appropriation:** Operating Contingency adjustment for actual fund balance
				Total MSBU: Lake Mills	**-**	**4,052**	
16006 - MSBU: Lake Picket							
16006	075106	530499		Charges/Obligations-Contingency		5,542	**Appropriation:** Operating Contingency adjustment for actual fund balance
				Total MSBU: Lake Picket	**-**	**5,542**	
16007 - MSBU: Lake Armory							
16007	075107	530499		Charges/Obligations Contingency		629	**Appropriation:** Operating Contingency adjustment for actual fund balance
				Total MSBU: Lake Armory	**-**	**629**	

Seminole County
FY 2008/09 Midyear Adjustments
Reserve Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
Municipal Service Benefit Unit Funds (Continued)							
16010 - MSBU: Cedar Ridge							
16010	075110	530499		Charges/Obligations-Contingency		1,889	**Appropriation:** Operating Contingency adjustment for actual fund balance
				Total MSBU: Cedar Ridge	**-**	**1,889**	
16013 - MSBU: Howell Creek							
16013	075113	530499		Charges/Obligations-Contingency		714	**Appropriation:** Operating Contingency adjustment for actual fund balance
				Total MSBU: Howell Creek	**-**	**714**	
16025 - MSBU: Mirror Lake							
16025	075125	530499		Charges/Obligations-Contingency		1,641	**Appropriation:** Operating Contingency adjustment for actual fund balance
				Total MSBU: Mirror Lake	**-**	**1,641**	
16026 - MSBU: Spring Lake							
16026	075126	530499		Charges/Obligations Contingency		4,475	**Appropriation:** Operating Contingency adjustment for actual fund balance
				Total MSBU: Spring Lake	**-**	**4,475**	
				Total MSBU Funds	**-**	**154,360**	

Seminole County
FY 2008/09 Midyear Adjustments
Reserve Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
11541 - Infrastructure Sales Tax: 2001							
11541		312600		Discretionary Sales Surtax	(6,531,395)		**Revenue Reduction:** Infrastructure Sales Tax receipts through January 2009 are more than 12% below prior year collections for the same time period. Based on this trend and other economic indicators, a reduction of $6.5M in the adopted $46M budgeted revenue for Seminole County is needed to align revenues with current collection trends. FY 2008/09 marks the third consecutive year of negative growth for the infrastructure sales tax revenue. With no real growth in sales tax revenue anticipated before 2011, an adjustment to the distribution rates between the County and School Board for FY 2009/10 will be needed to insure proportionate shares of the gross infrastructure sales tax collections are distributed in compliance with the interlocal agreements. **Revised Estimate $39,480,090.**
				Total Infrastructure Sales Tax: 2001 Fund	**(6,531,395)**	**-**	
11903 - Drug Abuse Grant							
11903		381100.00100		Transfer from 00100 - General Fund	70,709		**Revenue Increase:** Corrective transfer of $70,709 from the General fund for close out of Byrne Drug Abuse Grant. Prior year Sheriff grant reimbursement was inadvertently posted to the General fund instead of grant fund. To correct this posting, a transfer from the General fund is required.
				Total Drug Abuse Grant Fund	**70,709**	**-**	
11907 - Hazardous Mitigation - Wind Grant							
11907	110218	590910.00100		Transfer to Fund 00100 - General Fund		14,858	**Appropriation**: Transfer of fund balance to General Fund for fund closure
				Total Leisure Service Grants (Federal)	**-**	**14,858**	

Seminole County
FY 2008/09 Midyear Adjustments
Reserve Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
11910 - Emergency Medical Services (EMS) Matching Grant							
11910	056102	590910.11200		Transfer to Fund 11200 -Fire Fund		61,674	**Appropriation:** A transfer of $61,674 from the Emergency Medical Services (EMS) Grant to the Fire fund is needed as reimbursement for the Fire Fund purchase of mechanical CPR machines planned under the grant
				Total EMS Matching Grant	**-**	**61,674**	
11917 - Leisure Service Grants (Federal)							
11917		381100.00100		Transfer from General Fund	21,447		**Appropriation**: Transfer of $21,447 from the General fund to the Leisure Services Forestry Grant to close out grant.
				Total Leisure Service Grants (Federal)	**21,447**	**-**	
11918 - Planning and Development Grants							
School Incentive Grant Program							
11918	110218	590910.00100		Transfer to Fund 00100 - General Fund		13,132	**Appropriation:** Transfer of fund balance to General Fund for fund closure
				Total Leisure Service Grants (Federal)	**-**	**13,132**	
12300 - Alcohol/Drug Abuse							
12300	066204	530499		Charges/Obligations-Contingency		33,012	**Appropriation:** Operating Contingency adjustment for actual fund balance
				Total Alcohol/Drug Abuse	**-**	**33,012**	
12302 - Teen Court							
12302	065902	530499		Charges/Obligations-Contingency		24,555	**Appropriation:** Operating Contingency adjustment for actual fund balance
				Total Teen Court	**-**	**24,555**	

Seminole County
FY 2008/09 Midyear Adjustments
Reserve Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
Impact Fees							
12601 - Arterial Impact Fees							
12601		324310		Impact Fees - Residential Transp.	(1,500,000)		**Revenue Reduction:** Reduced impact fees to reflect year to date receipts and a decline in construction activity. Adjust for account number change per Uniform Accounting Codes
12601		324320		Impact Fees - Commercial Transp.	(1,700,000)		
12601		324040		Impact Fees - Residential Transp.	250,000		
12601		324041		Impact Fees - Commercial Transp.	1,500,000		
				Total Arterial Impact Fees	**(1,450,000)**	**-**	
12603 - West Collector Impact Fees							
12603		324310		Impact Fees - Residential Transp.	(75,000)		**Revenue Reduction:** Reduced impact fees to reflect year to date receipts and reduced construction activity. Adjust for account number change per Uniform Accounting Codes
12603		324320		Impact Fees - Commercial Transp.	(100,000)		
12603		324040		Impact Fees - Residential Transp.	20,000		
12603		324041		Impact Fees - Commercial Transp.	80,000		
				Total West Collector Impact Fees	**(75,000)**	**-**	
12604 - East Collector Impact Fees							
12604		324310		Impact Fees - Residential Transp.	(150,000)		**Revenue Reduction:** Reduced impact fees to reflect year to date receipts and reduced construction activity. Adjust for account number change per Uniform Accounting Codes
12604		324320		Impact Fees - Commercial Transp.	(150,000)		
12604		324040		Impact Fees - Residential Transp.	20,000		
12604		324041		Impact Fees - Commercial Transp.	100,000		
				Total East Collector Impact Fees	**(180,000)**	**-**	
12605 - South Collector Impact Fees							
12605		324310		Impact Fees - Residential Transp.	(50,000)		**Revenue Reduction:** Reduced impact fees to reflect year to date receipts and construction activity. Adjust for account number change per Uniform Accounting Codes
12605		324320		Impact Fees - Commercial Transp.	(50,000)		
12605		324040		Impact Fees - Residential Transp.	5,000		
12605		324041		Impact Fees - Commercial Transp.	10,000		
				Total South Collector Impact Fees	**(85,000)**	**-**	
12802 - Law Enforcement Impact Fees (Close Fund)							
12802	126000	590910.00100		Transfer to 00100 - General Fund		5,538	**Appropriation**: Transfer of fund balance to the General fund to close out this fund. Law Enforcement Impact Fees are not true impact fees therefore future revenue will be deposited directly into the General fund.
				Total Law Enforcement Impact Fees	**-**	**5,538**	

Seminole County
FY 2008/09 Midyear Adjustments
Reserve Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
Impact Fees (Continued)							
12805 - Drainage Impact Fees (Close Fund)							
12805	014084	590910.00100		Transfer to 00100 - General Fund		20,010	**Appropriation**: Transfer of fund balance to the General fund to close out this fund. Drainage Impact Fees are not true impact fees therefore future revenue will be deposited directly into the General fund.
				Total Drainage Impact Fees	**-**	**20,010**	
12801 - Fire/Rescue Impact Fees							
12801		324110		Impact Fees - Residential Public Saf	(40,000)		**Revenue Reduction:** Reduced impact fees to reflect year to date receipts and reduced construction activity.
12801		324120		Impact Fees - Commercial Public Sa	(75,000)		
Construction Management- Fire /Rescue							
12801	010578	560610	249501 W FS-19	Land - Fire Station 19		(1,944,239)	**Appropriation:** Due to reductions in the Fire Protection Fund revenue projections and current economic conditions, delaying the construction of Fire Station 19 (Lake Emma) until FY 2012/13 is recommended. This project was scheduled initially in FY 2008/09 with anticipated completion in April 2010. The total project funding is $5.0M, of which $45,972 has been expended and the balance split funded between the Fire fund ($2.5M) and Impact Fees ($2.4M).
12801	010578	560650	249501 W FS-19	Construction In Progress		(500,000)	
					-	**(2,444,239)**	
12801	010578	560650	258001 W FS-29	Construction In Progress		2,444,239	**Appropriation:** Impact Fee savings from the postponement of Fire Station 19 (Lake Emma) totaling $2,444,239 is needed to replace Fire Protection Funds earmarked for the completion of Fire Station 29 (Aloma Avenue). This change will increase reserves in the Fire Fund by $2.4M to provide for ongoing operations.
				Total Fire/Rescue Impact Fees	**(115,000)**	**-**	
12804 - Library Impact Fees							
12804		324620		Impact Fees - Commercial Culture	(40,000)		**Revenue Reduction**: Reduced impact fees to reflect year to date receipts and the decline in construction activity
				Total Library Impact Fees	**(40,000)**	**-**	

Seminole County
FY 2008/09 Midyear Adjustments
Reserve Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
12901 - Civil Mediation: County							
12901	033809	560650	00045204	Construction In Progress		23,319	**Appropriation:** Earmarking funds for the Courthouse Project in order to close-out fund in FY 2008/09.
				Total Civil Mediation: County	**-**	**23,319**	
12902 - Civil Mediation: Circuit							
12902	033808	560650	00045204	Construction In Progress		10,732	**Appropriation:** Earmarking funds for the Courthouse Project in order to close-out fund in FY 2008/09.
				Total Civil Mediation: Circuit	**-**	**10,732**	
12903 - Family Mediation							
12903	033810	560650	00045204	Construction In Progress		25,034	**Appropriation:** Earmarking funds for the Courthouse Project in order to close-out fund in FY 2008/09.
				Total Family Mediation	**-**	**25,034**	
Debt Service Funds							
21400 - Gas Tax Revenue Refunding Bonds							
21400		530499		Charges/Obligations Contingency		29,973	**Appropriation:** To appropriate FY 2007/08 fund balance to contingency
				Total Gas Tax Revenue Refunding Bonds	**-**	**29,973**	
22100 - Limited General Obligation Bonds							
22100	090321	530499		Charges/Obligations-Contingency		158,752	**Appropriation:** To appropriate FY 2007/08 fund balance to contingency
				Total Limited General Obligation Bonds	**-**	**158,752**	
22500 - Sales Tax Revenue Bonds							
22500		530499		Charges/Obligations Contingency		6,719	**Appropriation:** To appropriate FY 2007/08 fund balance to contingency
				Total Sales Tax Revenue Bonds	**-**	**6,719**	

Seminole County
FY 2008/09 Midyear Adjustments
Reserve Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
Capital Project Funds							
30600 - Infrastructure Improvements							
30600	014050	590910.00100		Transfer to 00100 - General Fund		9,246,832	**Appropriation:** To transfer the balance of Jetta Point Park funds to the General fund as approved in the FY 2008/09 adopted budget. The General Fund adopted budget was predicated on receipt of these funds but did not include the transfer to move the cash balance. The transfer of $9,246,832 is inclusive of interest earnings.
30600		361100		Interest On Investments	74,125		**Appropriation:** To appropriate interest earnings that will be transferred to the General fund.
30600	010581	530340	00243101	Land Acquisition		(127,329)	**Appropriation:** Land acquisition funds are available in the General fund used toward Jetta Point land.
30600	010584	560610	00234601	Land - Jetta Park		314,640	**Appropriation:** To provide for the purchase of additional property for Jetta Point
30600	010584	560650	00234601	Construction in Progress		630,184	**Appropriation:** To appropriate design costs for Jetta Point. (Project cost $765,795 of which $135,611 is currently budgeted)
				Total Infrastructure Improvements	**74,125**	**10,064,327**	
Enterprise Funds							
40100 - Water & Sewer: Operating							
40100		343310		Water Utility-Residential	(720,000)		**Revenue Reduction:** Water and Sewer revenues have been adjusted to reflect estimates provided by the Environmental Services Financial Manager.
40100		343320		Water Utility-Bulk	30,000		
40100		343330		Meter Set Charges	(210,000)		
40100		343340		Meter Reconnect Charges	115,000		
40100		343360		Recycled Water	(500,000)		
40100		343510		Sewer Utility-Residential	(1,100,000)		
40100		343520		Sewer Utility-Bulk	735,000		
40100		361100		Interest on Investments	230,000		
				Total Water & Sewer: Operating	**(1,420,000)**	**-**	

Seminole County
FY 2008/09 Midyear Adjustments
Reserve Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
40102 - Water & Sewer: Connection Fees - Water							
40102		366400		Water Fees	(685,000)		
				Total Water & Sewer: Connection Fees - Water	**(685,000)**	**-**	
40103 - Water & Sewer: Connection Fees - Sewer							
40103		366400		Sewer Fees	(1,800,000)		
				Total Water & Sewer: Connection Fees - Sewer	**(1,800,000)**	**-**	
40201 -Solid Waste: Operating							
Revenue							
40201		343412		Transfer Station Charges	(1,596,509)		**Revenue Reduction:** Solid Waste tipping fee revenue has declined due to economic conditions. The amount of waste being received at the County's Landfill and Central Transfer Station has decreased by 20%, and the decrease is anticipated to continue for the remainder of the fiscal year. Landfill charges are expected to fall short of budgeted revenues by $1.96M.
40201		343414		Osceola Landfill Charges	(353,203)		
40201		343419		Other Landfill Charges	(8,000)		
40201		343417		Recycling Fees	(309,688)		**Revenue Reduction:** Recycling revenue has declined dramatically due the market price dropping from $92 - $100/ton to $23/ton, a 75% reduction. **Revised estimate: $846,000.**
40201		361100		Interest on Investments	(720,000)		**Revenue Reduction:** Interest earnings on investments have been decreasing substantially each month. The Solid Waste overall interest earnings dropped 8% in October, 26% in November, 32% in December and 54% in February. Budget for interest earnings is being reduced 67% due to this trend.
40201		365101		Methane Gas Sales	(248,200)		**Revenue Reduction:** Methane gas sales have not materialized as expected and therefore the revenue budget is reduced 63%. **Revised Estimate: $145,500**

Seminole County
FY 2008/09 Midyear Adjustments
Reserve Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
40201 -Solid Waste: Operating (Continued)							
Expenditures							
Solid Waste							
40201	087900	510140		Overtime		(22,500)	**Appropriations:** Reductions of $1,835,828 in the operating budget (including overtime) are proportionate to waste revenue. Reserves in the Solid Waste Operating Fund are being decreased by $1,399,772. After the proposed adjustments, the Reserve for Contingency will be $15,382,646. An additional reserve of $13,355,224 is being maintained in the Escrow Fund for landfill closure and long-term maintenance costs.
40201	087900	510210		Social Security Matching		(1,721)	
40201	087900	510220		Retirement Contributions		(2,216)	
40201	087900	530310		Professional Services		(121,000)	
40201	087900	530310.0033		Professional Services		(37,000)	
40201	087900	530340		Contracted Services		(716,074)	
40201	087900	530400		Travel/Per Diem		(4,000)	
40201	087900	530430		Utilities		(15,900)	
40201	087900	530440		Rentals & Leases		(2,000)	
40201	087900	530460		Repairs and Maintenance		(145,500)	
40201	087900	530470		Printing/Binding		(2,500)	
40201	087900	530490		Other Charges/Obligations		(3,000)	
40201	087900	530510		Office Supplies		(2,000)	
40201	087900	530520		Operating Supplies		(12,992)	
40201	087900	530521		Equipment $1K - $5K		(2,000)	
40201	087900	530530		Road Materials and Supplies		(2,000)	
40201	087900	530540		Books, Dues, Publications		(2,000)	
40201	087900	540101.0026		Fleet/Gas - Other Charges		(452,650)	
				Subtotal Cost		**(1,547,053)**	
40201	087900	560650	00245101	Construction in Progress		(100,000)	**Appropriations:** FDEP Solid Waste Operation Permit, S059-0024066-002, for the Central Transfer Station expires on February 21, 2010, and a completed application to renew the permit must be submitted to FDEP by December 21, 2009 to ensure no disruption in the facility's legal authority to operation. Funds for this permit were budgeted in an incorrect project. This action moves the funds from the Landfill permitting project to the Transfer Station permitting the project with no change in the Solid Waste Division's CIP Budget.
			00216101	Construction in Progress		100,000	
				Subtotal Cost		**-**	

Seminole County
FY 2008/09 Midyear Adjustments
Reserve Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
40201 -Solid Waste: Operating (Continued)							
Contract Operations							
40201	087901	510140		Overtime		(100,000)	
40201	087901	510210		Social Security Matching		(2,192)	
40201	087901	510220		Retirement Contributions		(9,850)	
40201	087901	530310		Professional Services		(2,500)	
40201	087901	530340		Contracted Services		(27,040)	
40201	087901	530400		Travel/Per Diem		(4,800)	
40201	087901	530430		Utilities		(19,000)	
40201	087901	530440		Rentals & Leases		(45,000)	
40201	087901	530460		Repairs and Maintenance		(45,000)	
40201	087901	530490		Other Charges/Obligations		(5,000)	
40201	087901	530510		Office Supplies		(545)	
40201	087901	530520		Operating Supplies		(20,108)	
40201	087901	530521		Equipment $1K - $5K		(3,240)	
40201	087901	530530		Road Materials and Supplies		(4,000)	
40201	087901	530560		Gas/Oil/Lube		(500)	
				Subtotal Cost		**(288,775)**	
				Total Solid Waste: Operating Fund	**(3,235,600)**	**(1,835,828)**	
60301 - BOCC Agency Funding							
60301		381100.00100		Transfer from 00100 - General Fund	1,479		**Revenue Increase:** Transfer from the General fund to close-out fund
				Total BOCC Agency Funding	**1,479**	**-**	
60302 - Public Safety - System Wide Training							
60302	055020	530499		Charges/Obligations-Contingency		124,925	**Appropriation:** Operating Contingency adjustment for actual fund balance
				Total Public Safety - System Wide Training	**-**	**124,925**	

Seminole County
FY 2008/09 Midyear Adjustments
Reserve Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
60303 - Libraries-Designated							
Revenue							
60303		366100		Contributions and Donations	(35,000)		**Revenue Reduction:** A reduction in budgeted donation revenue from $75,000 to $40,000 (based on year to date activity and historical donations)
Library Donations							
60303	044210	530340		Contracted Services		10,680	**Appropriation Increase:** To true up operating contingency based on actual fund balance; provide for the replacement of 20 year old book drops used daily; and for enhancement of book budget
		530470		Printing and Binding		2,700	
		530499		Charges/Obligations Contingency		(21,481)	
		530520		Operating Supplies		16,620	
		530521		Equipment $1,000-$4,999		58,981	
		560660		Library Books and Materials		10,000	
				Total Libraries - Designated	**(35,000)**	**77,500**	
60304 - Animal Services - Donations							
60304	056210	530499		Charges/Obligations Contingency		77,335	**Appropriation:** Operating Contingency adjustment for actual fund balance
				Total Animal Services - Donations	**-**	**77,335**	
				Total Adjustments	**$ (16,578,170)**	**$ 4,022,959**	
				Fund Adjustments	**$ (16,578,170)**		Adjustment to Fund Summary
				Adjust for Uses	**$ (4,022,959)**		
				EFB/Reserve Adjustment	**$ (20,601,129)**		Adjustment to Ending FB Reserves

Seminole County

FY 2008/09 Midyear Adjustments

Grant Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
00102 - Tank Inspection Grant							
00102		334390		Tank Inspection Grant - 09/10	(31,250)		**Revenue Reduction:** Tank Inspection Grant based on State Fiscal year. Decrease FY 2008/09 grant by ($25,000) to reconcile with actual grant award received in November 2008 totaling $130,039.25 and amending three months for the estimated (July-Sep) FY 2009/10 grant by ($6,250) based on current award. Revised Tank Inspection Grant budget totals $123,789 inclusive of 9 months 08/09 - $91,279 and 3 months 09/10 - $32,510.
00102		334390.CF		Tank Inspection Grant - Carryforward	(2,204)		**Revenue Reduction:** A $2,204 reduction to the $125,875 budgeted cash carry forward from FY 2007/08 to reflect actual fund balance of $123,671
00102	055602	530499		Charges/Obligations Contingency		(33,454)	**Appropriation:** Reduce Operating Contingency to reflect $2,204 reduced fund balance carryover and $31,250 reduced grant award estimates.
				Total Tank Inspection Grant	**(33,454)**	**(33,454)**	
00106 - Petroleum Clean-Up Grant							
00106		334392		Other Physical Environment	158,097		**Revenue Increase:** Adjustment to reflect actual grant award of $293,114
00106		334392.CF		Petroleum Clean-Up Grant - Carryforward	(120,669)		**Revenue Reduction:** Adjustment to reflect actual cash carryforward totaling $149,331
Fuel Tank Clean-Up							
00106	055606	530499		Charges/Obligations Contingency		37,428	**Appropriation:** To appropriate available funds from net revenue adjustment
				Total Petroleum Clean-Up Grant	**37,428**	**37,428**	

Seminole County

FY 2008/09 Midyear Adjustments

Grant Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
11800 - EMS Trust							
11800		334200.CF		EMS Trust Carry Forward	$ 4,756		**Revenue Increase:** Adjust carry forward for FY 2007/08 actual expenditures
11800	055018	530499		Charges/Obligations-Contingency		4,756	**Appropriation:** Operating Contingency adjustment for actual fund balance
				Total EMS Trust Fund	**4,756**	**4,756**	
11901 - Community Development Block Grant							
11901		331540.CF		CDBG Carry Forward	(462,654)		Revenue Reduction: Adjust carry forward for FY 2007/08 actual expenditures
11901	066523	510120		Regular Salaries and Wages		(15,000)	Appropriation: Decrease to offset revenue reduction
11901	066522	510120		Regular Salaries and Wages		(45,000)	Appropriation: Decrease to offset revenue reduction
11901	066522	510210		Social Security Matching		(3,442)	Appropriation: Decrease to offset revenue reduction
11901	066522	510220		Retirement Contributions		(4,433)	Appropriation: Decrease to offset revenue reduction
11901	066522	510230		Health and Life Insurance		(6,000)	Appropriation: Decrease to offset revenue reduction
11901	066522	580811		Aid to Governmental Agencies		(286,923)	Appropriation: Decrease to offset revenue reduction
11901	`066522	530340		Contracted Services		(64,000)	Appropriation: Decrease to offset revenue reduction
11901	066522	580821		Aid to Private Organizations		(37,856)	Appropriation: Decrease to offset revenue reduction
				Total Community Development Block Grant	**(462,654)**	**(462,654)**	

Seminole County

FY 2008/09 Midyear Adjustments

Grant Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
11902 - HOME Program Grant							
11902		331590.CF		Home Program	(286,837)		Revenue Reduction: Adjust carry forward for FY 2007/08 actual expenditures
11902	066605	580821		Aid to Private Organizations		(10,955)	Appropriation: Decrease to offset revenue reduction
11902	066606	580821		Aid to Private Organizations		(276,314)	Appropriation: Decrease to offset revenue reduction
11902	066607	580821		Aid to Private Organizations		622	Appropriation of available funds
11902	066608	530340		Contracted Services		2,641	Appropriation of available funds
11902	066608	580821		Aid to Private Organizations		(2,831)	Appropriation: Decrease to offset revenue reduction
				Total HOME Program Grant	**(286,837)**	**(286,837)**	
11911 - Hurricane Housing and Recovery Grant							
11911		334510.CF		Hurricane Housing Recovery	10,371		Revenue Increase: Adjust carry forward for FY 2007/08 actual expenditures
11911	066800	530490		Other Charges/Obligations		5,000	Appropriation of available funds
11911	066800	580821		Aid to Private Organizations		5,371	Appropriation of available funds
				Total Hurricane Housing and Recovery Grant	**10,371**	**10,371**	
11912 - Public Safety Grants (State)							
Hazard Analysis Grant							
11912		334220.055610		Hazard Analysis Grant	62		Revenue Increase: Adjust carry forward for FY 2007/08 actual expenditures
11912	055610	530520		Operating Supplies		62	Appropriation of available funds
				Total Hazard Analysis Grant	**62**	**62**	

Seminole County

FY 2008/09 Midyear Adjustments

Grant Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
11913 - Public Safety Grants (Other)							
E911 Enhancement Grant							
11913		337900.056103		Public Safety Other Grants	292		Revenue Increase: Adjust carry forward for FY 2007/08 actual expenditures
11913		334250.055702		Public Safety Other Grants	16,918		Revenue Increase: Adjust carry forward for FY 2007/08 actual expenditures
11913	056103	530520		Operating Supplies		292	Appropriation of available funds
11913	055702	560642	00274601	Equipment > $4999		16,918	Appropriation of available funds
				Total E911 Enhancement Grant	**17,210**	**17,210**	
11915 - Public Safety Grants (Federal)							
11915		331230.CF		Homeland Security Strategy	(26,098)		Revenue Reduction: Adjust carry forward for FY 2007/08 actual expenditures
11915	055617	530540				(26,098)	Appropriation: Decrease to offset revenue reduction
				Total Public Safety Grants (Federal)	**(26,098)**	**(26,098)**	
11919 - Community Service Grants							
Shelter Plus Care Grant							
11919		331500.CF		Shelter Plus Care	(37,898)		Revenue Reduction: Adjust carry forward for FY 2007/08 actual expenditures
11919	066209	530340		Contracted Services		(5,930)	Appropriation: Decrease to offset revenue reduction
11919	066209	580821		Aid to Private Organizations		(31,968)	Appropriation: Decrease to offset revenue reduction
				Total Shelter Plus Care Grant	**(37,898)**	**(37,898)**	

Seminole County

FY 2008/09 Midyear Adjustments

Grant Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
12007 - SHIP: Affordable Housing 06/07							
12007		335910.CF		SHIP Carry Forward	(71,086)		Revenue Reduction: Adjust carry forward for FY 2007/08 actual expenditures
12007	066707	530490		Other Charges/Obligations		29,375	Appropriation of available funds
12007	066707	580821		Aid to Private Organizations		(100,461)	Appropriation: Decrease to offset revenue reduction
				Total Affordable Housing 06/07	**(71,086)**	**(71,086)**	
12008 - SHIP: Affordable Housing 07/08							
12008		335910.CF		SHIP Carry Forward	215,754		Revenue Increase: Adjust carry forward for FY 2007/08 actual expenditures
12008	066708	580821		Aid to Private Organizations		215,754	Appropriation of available funds
				Total Affordable Housing 07/08	**215,754**	**215,754**	
				Total Adjustments	**$ (632,446)**	**$ (632,446)**	
				Fund Adjustment	**$ (632,446)**		Adjustment to Fund Summary
				Adjust for Uses	**$ 632,446**		
					$ (0)		Adjustment to Ending Fund Balance Reserves