

**SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, MAY 6, 2008
COUNTY SERVICES BUILDING
BCC CHAMBERS – ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA**

Convene BCC Meeting at 9:30 A.M.

Opening Ceremonies

- Invocation
- Pledge of Allegiance

Awards and Presentations

1. **Resolution** – Proclaiming the month of May as “Older Americans Month”.
2. **Resolution** – Recognizing Brindley B. Pieters as the recipient of the "2008 Success in Seminole Magazine Award".

Consent Agenda

County Manager’s Consent Agenda (Items No. 3 - 27)

County Manager’s Office

3. (Resolution to be acknowledged outside the forum of the Board of County Commissioner’s meeting) Adopt a Resolution declaring May 19th through May 23rd as “Emergency Medical Services Week.” (Cynthia Coto)

Administrative Services

Purchasing and Contracts

4. Award CC-3077-08/DRR in the amount of \$693,000.00 to Prime Construction Group, Inc. of Orlando, Florida, for all labor, materials, equipment, restoration, coordination, tools, transportation, services and incidentals necessary to complete two (2) projects at the Greenwood Lakes Wastewater Treatment Facility. (Ray Hooper)
5. Award CC-3138-08/DRR in the amount of \$367,645.00 to Southern Well Services, Inc., of Clearwater, Florida, for all labor, materials, equipment, tools, transportation, services and incidentals necessary for constructing, developing and testing a new public supply well at the Markham Regional Water Treatment Plant in Seminole County, Florida. (Ray Hooper)

Community Services

Administration – Community Services

6. Adopt and authorize the Chairman to execute a resolution for the addition of section 4.6 of the Seminole County Administrative Code establishing the Committee on Aging. (Dr. David Medley)

Economic Development

Tourism

7. Approve and authorize the Chairman to execute an agreement with City of Altamonte Springs/Altamonte Sports for the 2008 Amateur Softball Association Girls Class A 16 Under Fast Pitch Southern Nationals in the amount of \$4,000.00. (William McDermott)

Environmental Services

Business Office

8. Approve the Release of the original Water and Sewer Cash Maintenance Bond with Escrow Agreement in the amount of \$700.00 for the project known as Seminole Harley-Davidson. District 5 – Carey (Bob Briggs)
9. Approve the Release of the original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of \$735.00 for the project known as Regal Pointe Park Lot 3. District 5 – Carey (Bob Briggs)
10. Approve the Release of the original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of \$2,900.00 for the project known as The Gathering Place Worship Center. District 5 – Carey (Bob Briggs)
11. Approve the Release of the original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of \$31,329.91 for the project known as Wilson Park. District 5 – Carey (Bob Briggs)

Solid Waste Management

12. Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Keller Outdoor, Inc. (Richard Meinert)

Fiscal Services

Administration – Fiscal Services

13. Approve and authorize the Chairman to execute a Memorandum of Understanding with the Florida Division of Emergency Management in acceptance of \$353,641.00 in equipment towards domestic preparedness. (Jennifer Bero, Tim Nicholson)
14. Approve and authorize the Chairman to execute the corrective, second Modification of the 2006-07 Subrecipient Grant Agreement for Hazardous Materials/WMD Teams, correcting the intended effective date of the Modification. (Jennifer Bero)

15. Approve and authorize the Chairman to execute the corrective, second Modification of the 2006-07 Subrecipient Grant Agreement for Urban Search and Rescue Task Forces, correcting the intended effective date of the Modification. (Jennifer Bero)

Budget

16. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-52 through the General Fund in the amount of \$67,870.00 in order to allow for the receipt and payment of passthrough reimbursement funding related to the 800 MHz rebanding project. (Lin Polk)
17. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-53 through the Public Works Grants Fund in the amount of \$3,528,742.00 to record in the budget the County Incentive Grant Program Agreement related to the Midway Regional Stormwater Facility (IFAS) project. (Lin Polk)
18. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-55 through the Public Works Grant and the 2001 Infrastructure Sales Tax Fund in the amount of \$15,092,062.00 in order to record in the financial records the agreements approved by the Board of County Commissioners at the April 22, 2008, meeting. (Lin Polk)
19. Approve and authorize the Chairman to execute Budget Change Request (BCR) #08-21 through the Stormwater Fund in the amount of \$120,509.00 to establish and fund two new Lake Assessment projects. (Lin Polk)

Planning and Development

Development Review

20. Authorize the release of the Lake Forest Section 13A Private Road Maintenance Bond #5011748 in the amount of \$14,311.89 for the Lake Forest Section 13A road improvements. District 5 – Carey (Larry Poliner)
21. Authorize the release of the Lake Forest Section 14 Private Road Maintenance Bond #5011750 in the amount of \$92,966.80 for the Lake Forest Section 14 road improvements. District 5 – Carey (Larry Poliner)
22. Authorize the release of the Heathrow International Business Center North Right-of-Way Utilization Permit Maintenance Bond #58625189 in the amount of \$1,958.52 for the Heathrow International Business Center Right-of-Way road improvements. District 5 – Carey (Larry Poliner)
23. Approve and authorize the Chairman to execute the minor plat for BSP / Carrigan - Alafaya located on the corner of Alafaya Trail and West Carrigan Avenue in Section 27, Township 21 S, Range 31 E. (BSP/Carrigan - Alafaya, LLC) District 1 - Dallari (Brian Walker)

Public Works

Administration – Public Works

24. Approve the reappointment of Commissioner Gary L. Brender, City of Lake Mary, as a Municipal Representative to serve on the Seminole County Expressway Authority, pursuant to unanimous recommendation of the seven (7) cities located within Seminole County. (Pam Hastings)

Engineering

25. Adopt a Resolution accepting a Quit Claim Deed from Zimmer Poster Service for the construction of a sidewalk along Park Road. District 1 – Dallari (Jerry McCollum)
26. Adopt a Resolution accepting six (6) Temporary Construction Easements necessary for the Wekiva Park Drive Outfall Drainage Improvement Project. District 5 – Carey (Jerry McCollum)
27. Approve and authorize the Chairman to execute an Interlocal Agreement with the City of Casselberry relating to the transfer of ownership, jurisdiction over and full functional responsibility for a portion of Belle Avenue. District 2 – McLean (Jerry McCollum)

County Attorney's Consent Agenda (Item No. 28)

County Attorney's Office

Litigation

28. **Robinson Property** - Authorize the issuance of an Offer of Judgment for Parcel Number 123 of the County Road 15 road improvement project in the amount of \$75,000.00 exclusive. Judge Dickey. District 5 – Carey (Bob McMillan)

Constitutional Officers Consent Agenda (Item No. 29)

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

29. Approval of Expenditure Approval Lists dated April 7 & 14, 2008; Payroll Approval Lists dated March 3 & 17, 2008; Approval of Official Minutes dated April 8, 2008. (Dave Godwin)

Regular Agenda

30. **Jobs Growth Incentive Agreement** - Approve and authorize the Chairman to execute the Jobs Growth Incentive Agreement with Roses Southeast Papers, LLC, and approve and authorize the Chairman to execute the Interlocal Agreement with the City of Sanford. (William McDermott)

County Attorney's Briefing

County Manager's Briefing

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

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

Public Hearings:

31. **Appeal** - Board of Adjustment decision to deny a side street setback variance from 20 feet to 10 feet for an existing wood privacy fence in PUD (Planned Unit Development) located at 899 Bates Court. (Jeffrey Ecker)
District 1 - Dallari (Joy Williams)
32. **Rezone** - From A-1 (Agriculture) to PUD (Planned Unit Development), for approximately 28.31 acres located at the northeast corner of the intersection of International Parkway and Wilson Road. (RG Lake Mary, LLC / John Petricola)
District 5 – Carey (Austin Watkins)
33. **Ordinance** - Creating Part 5 Establishing the Legal Basis to Exercise Authority and Legal Responsibility to Remove Event Generated Debris from Private Property during post-disaster environments for eligibility of FEMA assistance.
(Richard Meinert)
34. **PUD Major Amendment, Revised Final Master Plan and Addendum # 2** - To the River Run PUD Developer's Commitment Agreement, for approximately 14.96 acres, located near the northeast corner of the intersection of SR 415 and SR 46. (James Roth) District 5 – Carey (Austin Watkins)

Legislative Update

35. Update on legislative activities. (Sabrina O'Bryan)

Chairman's Report

District Commissioner's/Committee Reports

County Manager's Report

Items for future Agenda – Commission, Staff, or Citizens

Adjourn BCC Meeting

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

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

**THE FOLLOWING RESOLUTION WAS ADOPTED
AT THE REGULAR MEETING OF THE BOARD OF
COUNTY COMMISSIONERS OF SEMINOLE
COUNTY, FLORIDA, ON THE 6th DAY OF MAY,
A.D., 2008**

WHEREAS, Seminole County is a community in which over 60,000 citizens age 60 or older make their home; and

WHEREAS, older adults in Seminole County and throughout the U.S. are a growing population with evolving needs; and

WHEREAS, older Americans are valuable members of our society who are rich with experience and deserving of our respect; and

WHEREAS, the number of baby boomers reaching traditional retirement age continues to increase, a fact that spotlights the need for increased attention to the needs of older adults; and

WHEREAS, our older citizens of today and tomorrow promise to be among the most active and engaged older adult populations in our Nations history; and

WHEREAS, overall quality of life can be greatly enhanced when supportive communities help their older citizens obtain:

Evidence-based approaches to making behavioral changes that can reduce risk of disease, disability, and injury.

The tools to make informed decisions about, and gain better access to, existing health and long-term care options.

More options to avoid placement in nursing homes and remain at home as long as possible.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County, Florida do hereby proclaim **May 2008** to be “**Older Americans Month**” and urges everyone to take time this month to honor our older adults and the professionals, family members, and citizens who care for them. The Seminole County Board of County Commissioners also urges its citizens to work collaboratively to strengthen the services that are provided to older adults in ways that recognize the changing nature of their needs, and to provide older adults with more opportunities to make informed choices about their lives.

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

ADOPTED, this 6th day of May, A.D., 2008.

* * * * *

ATTEST:

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

Brenda Carey, Chairman
Board of County Commissioners
Seminole County, Florida

THE FOLLOWING RESOLUTION WAS ADOPTED
AT THE REGULAR MEETING OF THE BOARD OF
COUNTY COMMISSIONERS OF SEMINOLE
COUNTY, FLORIDA, ON THE 6th DAY OF MAY,
A.D., 2008

WHEREAS, Brindley B. Pieters is a civil engineer with more than thirty-four years of experience in civil and structural engineering; and

WHEREAS, in 1991, Brindley Pieters founded the firm Brindley Pieters and Associates, which has grown from a staff of three to a staff of 60 skilled professionals, with a gross revenue of almost \$7 million; and

WHEREAS, Brindley Pieters has a very deep personal commitment to youth and education, which stems from his experience as an adjunct professor at the University of the District of Columbia where he taught mathematics and physics; and

WHEREAS, Brindley Pieters’ commitment continues through his involvement in the Junior Achievement of America where he volunteers his time speaking to students about business, entrepreneurship, and leadership; and

WHEREAS, Brindley Pieters promotes his commitment to youth and education by encouraging all the employees at Brindley Pieters & Associates to stay active and involved within the community, and in particular, with students; and

WHEREAS, some of Brindley Pieters’ community activities include involvement with the Apopka Area Youth Entrepreneurship Training and Employment Program, serving as a Charter Member for the Seminole Community Foundation, serving as a Board Member for the UCF National Entrepreneur Center, serving as a Board Member on the Sanford Airport Authority, serving on the Wekiva River Basin Coordinating Committee, serving as a Member and Past Chairman to METROPLAN ORLANDO’s Citizens Advisory Committee; and

WHEREAS, Brindley Pieters was named the winner of the Runner-Up Award for the 2001 Small Business Person of the Year and received the award at the White House from President George W. Bush; and

WHEREAS, Brindley Pieters has been recognized by his peers for his outstanding achievements as winner of the **2008 Success in Seminole Magazine Success Award**; and

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

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

ADOPTED, this 6th day of May, A.D., 2008.

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ATTEST:

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

Brenda Carey, Chairman
Board of County Commissioners
Seminole County, Florida

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Resolution - Emergency Medical Services Week

DEPARTMENT: County Manager Office

DIVISION:

AUTHORIZED BY: Cindy Coto

CONTACT: Cynthia Coto

EXT: 7211

MOTION/RECOMMENDATION:

Adopt a Resolution declaring the week of May 19, 2008 - May 23, 2008 as Emergency Medical Services Week.

County-wide

Cynthia Coto

BACKGROUND:

Resolution attached.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt a Resolution declaring the week of May 19, 2008 - May 23, 2008 as Emergency Medical Services Week.

ATTACHMENTS:

1. Resolution - EMS Week 2008

Additionally Reviewed By: No additional reviews

RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE
REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON
THE 6th DAY OF MAY, A.D., 2008.**

WHEREAS, emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, 7 days a week; and

WHEREAS, emergency medical services teams consist of emergency medical technicians, paramedics, firefighters, emergency physicians, emergency nurses, educators, first responders, administrators, and others; and

WHEREAS, these emergency medical services teams serve our country with bravery and heroism and defend the nation when called upon; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, providers of emergency medical services have traditionally served as the safety net of America's health care system; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, undergo thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, citizens benefit daily from the knowledge and skills of these highly trained individuals; and

WHEREAS, injury prevention and the appropriate use of the emergency medical services system will help reduce health care costs and save lives.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Seminole County, Florida, that the week of May 19th through May 23rd, 2008 be declared as:

“Emergency Medical Services Week”

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

ADOPTED, this 6th day of May, A.D., 2008.

ATTEST:

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

Brenda Carey, Chairman
Board of County Commissioners
Seminole County, Florida

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Construction Agreement: CC-3077-08/DRR - Greenwood Lakes Wastewater Treatment Facility Flow Meter Replacements and Master Lift Station Electrical Improvements

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Diane Reed

EXT: 7120

MOTION/RECOMMENDATION:

Award CC-3077-08/DRR in the amount of \$693,000.00 to Prime Construction Group, Inc. of Orlando, Florida, for all labor, materials, equipment, restoration, coordination, tools, transportation, services and incidentals necessary to complete two (2) projects at the Greenwood Lakes Wastewater Treatment Facility.

County-wide

Ray Hooper

BACKGROUND:

CC-3077-08/DRR will provide all labor, materials, equipment, restoration, coordination, tools, transportation, services and incidentals necessary to complete two projects at the Greenwood Lakes Wastewater Treatment Facility.

The Flow Meter Replacement project consists of the replacement of two (2) flow meters. The project scope includes replacement of the existing insert-type filtered water flow meter located between the gravity filters and the chlorine contact chamber. The project includes the installation of a weir, stilling well and ultrasonic flow transmitting device within the common effluent channel in the filters structure. The project also includes the replacement of the existing insert-type effluent flow meter located down stream of the reclaimed water pump station, and the installation of new flow meter, reconfiguration of existing piping and installation of a bypass line.

The Master Lift Station Improvements include a new prefabricated building to house electrical and power control systems. The new power and control system will include Motor Control Centers (MCC), Variable Frequency Drives, panel boards, transformers, disconnect switches, lighting, lightning protection, modification to existing MCC, programmable logic controller (PLC), PLC cabinet and ancillary equipment necessary to operate and control the master lift station. Demolition and removal of the existing control panel and associated apparatus will be included in the work.

The project was publicly advertised and the County received five (5) responses. The Review Committee, consisting of Mike Harber, Engineer; Jack Cheney, Wastewater Operations Supervisor; and Tom Owens, Maintenance Technology Supervisor, all of the Environmental Services Department, reviewed the responses.

The Review Committee recommends award of the Agreement to the lowest priced responsive, responsible bidder, Prime Construction Group, Inc., in the amount of \$693,000.00. The completion time for the project is one hundred twenty (120) days to substantial with an additional ninety (90) days to final for the Flow Meter Replacements, and one hundred eighty (180) days to substantial with an additional thirty (30) days to final for the Master Lift Station Electrical Improvements, for an overall completion time of two hundred ten (210) days from the issuance of a Notice to Proceed by the County. The attached backup documentation includes the Bid Tabulation.

This is a budgeted project and funds are available in the account line for Greenwood Reclaim Plant Re-rate (087817.560650, CIP# 00227401).

STAFF RECOMMENDATION:

Staff recommends the Board award CC-3077-08/DRR in the amount of \$693,000.00 to Prime Construction Group, Inc. of Orlando, Florida, for all labor, materials, equipment, restoration, coordination, tools, transportation, services and incidentals necessary to complete two (2) projects at the Greenwood Lakes Wastewater Treatment Facility.

ATTACHMENTS:

1. CC-3077-08_DRR Backup Documentation
2. CC-3077-08_DRR Award Agreement with Prime

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

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

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

BID NUMBER: **CC-3077-08/DRR**

PROJECT TITLE: Greenwood Lakes Wastewater
Treatment Facility Flow Meter Replacement and Master Lift
Station Electrical Improvements

BID OPENING

DATE: April 2, 2008 at 2:00 P.M. Eastern

PAGE: 1 of 2

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	Prime Construction Group Inc PO Box 590507 Orlando, FL 32824 Reynolds C. Holiman 407-856-8180 (Phone) 407-856-8182 (Fax)	CenState Contractors Inc PO Drawer 552 Winter Haven, FL 33882-0552 B. Scott Short 863-324-3882 (Phone) 863-324-3648 (Fax)	Florida Design Contractors Inc 1326 South Killian Dr Lake Park, FL 33403 Thomas H. Clarke 561-845-1233 (Phone) 561-848-5992(Fax)	TLC Diversified Inc 2719 17 th St. E Palmetto, FL 34221 Thurston Lamberson 941-722-0621 (Phone) 941-722-1382 (Fax)
TOTAL AMOUNT OF BID	\$693,000.00	\$754,000.00	\$770,025.00	\$839,880.00
Acknowledge addenda 1-3	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

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

BID NUMBER: **CC-3077-08/DRR**

ITEM DESCRIPTION	Response #5
	<p>Sinns & Thomas Electrical Contractors Inc PO Box 520789 Longwood, FL 32752</p> <p>Eric D. Sinns 407-696-6042 (Phone) 407-937-0601 (Fax)</p>
TOTAL AMOUNT OF BID	\$1,067,297.00
Acknowledge addenda 1-3	Yes
Trench Safety Act	Yes
Bidder Information Form	Yes
Non-Collusion Affidavit	Yes
Certification of Non-Segregated Facilities Form	Yes
Americans w/Disabilities Act	Yes
Drug-Free Workplace Form	Yes
Public Entity Crimes Form	Yes
Financial Statements	Yes

Bid Package Opening: April 2, 2008 at 2:00 p.m., Purchasing and Contracts Conference Room 3223, 1101 E. First St, Sanford, FL 32771

Bid Opening Tabulated by D. Reed, CPPB, Senior Procurement Analyst
(Posted by D. Reed on April 3, 2008 at 3:00 p.m. Eastern)

Recommendation of Award: Prime Construction Group, Inc. (Posted by D. Reed on April 15, 2008 at 11:30 a.m. Eastern)

BCC Agenda Date: May 6, 2008

CONSTRUCTION SERVICES AGREEMENT (CC-3077-08/DRR)
GREENWOOD LAKES WASTEWATER TREATMENT FACILITY FLOW METER REPLACEMENTS
AND MASTER LIFT STATION ELECTRICAL IMPROVEMENTS

THIS AGREEMENT is dated as of the ____ day of _____ 20____,
by and between **PRIME CONSTRUCTION GROUP, INC.**, duly authorized to
conduct business in the State of Florida, whose mailing address is
P.O. Box 590507, Orlando, Florida 32859-0507, 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 and the solicitation package and all addenda thereto. The
Work is generally described as Greenwood Lakes Wastewater Treatment
Facility Flow Meter Replacements and Master Lift Station Electrical
Improvements.

The Project for which the Work under the Contract Documents is a
part is generally described as Greenwood Lakes Wastewater Treatment
Facility Flow Meter Replacements and Master Lift Station Electrical
Improvements.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall
mean Camp, Dresser & McKee, Inc., whose address is 2301 Maitland

Center Parkway, Suite 300, Maitland, Florida 32751.

(b) "CEI" is 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 Greenwood Lakes Wastewater Treatment Facility Flow Meter Replacements shall be substantially completed as described in subsection 14.13 of the General Conditions, within one hundred twenty (120) 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 ninety (90) calendar days after the actual date of Substantial Completion.

(c) The Greenwood Lakes Wastewater Treatment Facility Master Lift Station Electrical Improvements shall be substantially completed as described in subsection 14.13 of the General Conditions, within one hundred eighty (180) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(d) 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.

(e) 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.

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

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is SIX HUNDRED NINETY-THREE THOUSAND AND NO/100 DOLLARS (\$693,000.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work 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 Joel Saslo, 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.

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

SECTION 8. CONTRACT DOCUMENTS.

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

- (1) This Agreement;
- (2) Bid Form, attached hereto as Exhibit A;
- (3) Trench Safety Act, attached hereto as Exhibit B; and
- (4) American with Disabilities Act Affidavit, attached hereto as Exhibit C.

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

- (1) Performance Bond;
- (2) Payment Bond;
- (3) Material and Workmanship Bond;
- (4) Specifications;
- (5) Technical Specifications Provided in these Contract Documents;
- (6) General Conditions;
- (7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;
- (8) Notice to Proceed;
- (9) Change Orders;
- (10) Certificate of Substantial Completion;
- (11) Certificate of Final Inspection;
- (12) Certificate of Engineer;
- (13) Certificate of Final Completion;
- (14) Contractor's Release;
- (15) Drawings and Plans;

- (16) Supplemental Agreements;
- (17) Contractor's Waiver of Lien (Partial);
- (18) Contractor's Waiver of Lien (Final and Complete);
- (19) Subcontractor/Vendor's Waiver of Lien (Final and Complete);
- (20) Consent of Surety to Final Payment;
- (21) Instructions to Bidders; and
- (22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

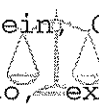
(c) There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.



SECTION 9. LIQUIDATED DAMAGES.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental

impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, FIFTEEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

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

SECTION 10. MISCELLANEOUS.

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

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party

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

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



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

SECTION 12. NOTICES. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt

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


For COUNTY:

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

For CONTRACTOR:

Prime Construction Group, Inc.
P.O. Box 590507
Orlando, FL 32859-0507

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:

PRIME CONSTRUCTION GROUP, INC.

, Secretary

By: _____
ROY W. SMITH, JR., 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: _____
BRENDA CAREY, Chairman



Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AEC/lpk

4/15/08

P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\CC-3077.doc

Attachments:

- Exhibit A - Bid Form
- Exhibit B - Trench Safety Act
- Exhibit C - American with Disabilities Act Affidavit

EXHIBIT A

COPY
Purchasing
Copy

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: Greenwood Lakes Wastewater Treatment Facility Flow Meter Replacement and Master Lift
Station Electrical Improvements
COUNTY CONTRACT NO. CC-3077-08/DRR

Name of Bidder: Prime Construction Group, Inc.
Mailing Address: P.O. Box 590507, Orlando, Florida 32859-0507
Street Address: 1000 Jetstream Drive
City/State/Zip: Orlando, Florida 32824
Phone Number: (407) 856-8180
FAX Number: (407) 856-8182
Contractor License Number: CGC 037504

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 3, 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.

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: \$ 693,000.00 RH
~~\$ 723,000.00~~ RH
RA Six ^{Number} ~~Ninety~~ ^{Three} ~~Twenty~~ ^{Three}
~~Seven~~ Hundred ~~Twenty~~ Thousand Dollars and 00 cents
(IN WORDS)

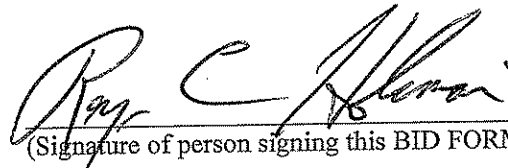
1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

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

Section 00100 - Bid Forms, including alternates and addendum, if any.
Section 00150 - Trench Safety Act Form
Section 00160 - Bidder Information Forms (Including W-9)
Section 00300 - Non-Collusion Affidavit of Bidder Form
Section 00310 - Certification of Nonsegregated Facilities Form
Section 00330 - Drug-Free Workplace Form
Section 00340 - Americans with Disabilities Act Form
Section 00350- Public Entity Crimes Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 2nd day of April, 20 08.

Prime Construction Group, Inc.
(Name of BIDDER)


(Signature of person signing this BID FORM)

Reynolds C. Holiman
(Printed name of person signing this BID FORM)

Vice President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS "Bidder's Bond"

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

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

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

Seminole County Environmental Services Division
 CC-3077-08/DRR-Greenwood Lakes Water Reclamation Facility
 Flow Meter Replacements and Master Lift Station Electrical Improvements
 CIP No. 0227401 WBS No. 103030060

ITEM NO.	UNIT	DESCRIPTION OF ITEM	AMOUNT IN FIGURES
GENERAL (VOLUME NOS. 1 AND 2)			
1.	LS	Mobilization/Demobilization	
	Written	<u>Thirty Thousand Dollars</u>	\$ <u>30,000.⁰⁰</u>
FLOW METER REPLACEMENTS (VOLUME NO. 1)			
2.	LS	Flow Meter Replacements - Gravity Filters Meter Replacement	
	Written	<u>Sixty Thousand Dollars</u>	\$ <u>60,000.⁰⁰</u>
3.	LS	Flow Meter Replacements - Effluent Flow Meter Replacement	
	Written	<u>Eighty Thousand Dollars</u>	\$ <u>80,000.⁰⁰</u>
4.	LS	Flow Meter Replacements - Install New Meters	
	Written	<u>Ten Thousand Dollars</u>	\$ <u>10,000.⁰⁰</u>
MASTER LIFT STATION ELECTRICAL IMPROVEMENTS (VOLUME NO. 2)			
5.	LS	Master Lift Station Electrical Improvements - Control Building	
	Written	<u>One Hundred Twenty ^{ninety} THOUSAND ^{RH} Dollars</u>	\$ <u>93,000.⁰⁰</u>
		<u>Three Thousand Dollars</u>	\$ <u>123,000. ^{RH}</u>
6.	LS	Master Lift Station Electrical Improvements - Instrumentation Work	
	Written	<u>Two Hundred Thousand Dollars</u>	\$ <u>200,000.⁰⁰</u>

Add. 2

3/21/08

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ITEM NO.	UNIT	DESCRIPTION OF ITEM	AMOUNT IN FIGURES
7.	LS	Master Lift Station Electrical Improvements – Electrical Equipment	
	Written	<u>Two Hundred Thousand</u> <u>Dollars</u>	\$ <u>200,000.⁰⁰</u>
8.	LS	Master Lift Station Electrical Improvements – Electrical Labor and Miscellaneous Work	
	Written	<u>Twenty Thousand</u> <u>Dollars</u>	\$ <u>20,000.⁰⁰</u>
Total Base Bid Price for Contract (Total Item Nos. 1 – 8, Including General, Volume No. 1 and Volume No. 2)			
	Written	RT SIX <u>THIRTY</u> THREE <u>HUNDRED</u> TWENTY <u>THREE</u> <u>THOUSAND</u> <u>DOLLARS</u>	\$ <u>693,000.⁰⁰</u> RT

9	LS	Additive Bid Alternate No. 1 – Install Line Stop and Bypass at Reclaimed Water Pump Station	
	Written	<u>THIRTY FIVE THOUSAND</u> <u>DOLLARS</u>	\$ <u>35,000.⁰⁰</u>

Successful Bidder shall be selected based upon the Base Bid Contract Price. Bid Alternates shall be accepted or rejected at the discretion of the COUNTY.

Add. 2

EXHIBIT B

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

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These 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.

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
* <u>Layback Slopes</u>	<u>CY</u>	<u>30</u>	<u>30.00</u>	<u>900.00</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
* <u>Very Minor Excavation on this project</u>				
<u>This is a maximum amount that would be</u>				
<u>spent because of shallow excavation.</u>				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL \$ 900.00

Reynolds C. Holiman
 Printed Name

Reynolds C. Holiman
 Signature

Prime Construction Group, Inc.
 Bidder Name

April 2, 2008
 Date

EXHIBIT C

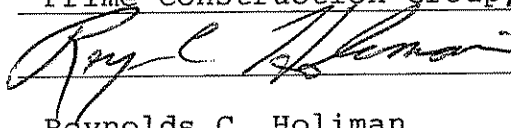
AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

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

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

CONTRACTOR: Prime Construction Group, Inc.

Signature:



Printed Name:

Reynolds C. Holiman

Title:

Vice President

Date:

April 2, 2008

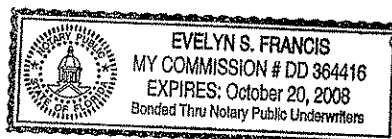
Affix Corporate Seal

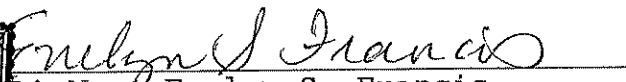
STATE OF Florida)

) ss

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 2nd day of April, 2008, by Reynolds C. Holiman of Prime Construction Group, Inc. (firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.




Print Name Evelyn S. Francis
Notary Public in and for the County
and State Aforementioned

My commission expires: October 20, 2008

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Construction Agreement: CC-3138-08/DRR - Markham Well 4 Drilling and Testing

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Diane Reed

EXT: 7120

MOTION/RECOMMENDATION:

Award CC-3138-08/DRR in the amount of \$367,645.00 to Southern Well Services, Inc., of Clearwater, Florida, for all labor, materials, equipment, tools, transportation, services and incidentals necessary for constructing, developing and testing a new public supply well at the Markham Regional Water Treatment Plant in Seminole County, Florida.

County-wide

Ray Hooper

BACKGROUND:

CC-3138-08/DRR will provide all labor, materials, equipment, tools, transportation, services and incidentals necessary for constructing, developing and testing a new public supply well (Mar 4) at the Markham Regional Water Treatment Plant in Seminole County, Florida.

The project was publicly advertised and the County received seven (7) responses. The Review Committee, consisting of Hugh Sipes, Engineer; G. Robert Dehler, Project Manager II; and J. Dennis Westrick, PEI Manager, all of the Environmental Services Department, reviewed the responses.

The Review Committee recommends award of the Agreement to the lowest priced responsive, responsible bidder, Southern Well Services, Inc., in the amount of \$367,645.00. The completion time for the project is one hundred (100) days to substantial completion with an additional thirty (30) days to final completion, for a total of one hundred thirty (130) days from the issuance of a Notice to Proceed by the County. The attached backup documentation includes the Bid Tabulation.

This is a budgeted project and funds are available in the account line for Markham Plant Wells 4 and 5 (087817.560650, CIP # 00216601).

STAFF RECOMMENDATION:

Staff recommends the Board award CC-3138-08/DRR in the amount of \$367,645.00 to Southern Well Services, Inc., of Clearwater, Florida, for all labor, materials, equipment, tools, transportation, services and incidentals necessary for constructing, developing and testing a new public supply well (Mar 4) at the Markham Regional Water Treatment Plant in Seminole County, Florida.

ATTACHMENTS:

1. CC-3138-08_DRR Award Agreement with Southern Well
2. CC-3138-08_DRR Backup Documentation

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

CONSTRUCTION SERVICES AGREEMENT (CC-3138-08/DRR)
MARKHAM REGIONAL WATER TREATMENT PLANT WELL NO. 4

THIS AGREEMENT is dated as of the ____ day of _____ 20____,
by and between **SOUTHERN WELL SERVICES, INC.**, duly authorized to
conduct business in the State of Florida, whose mailing address is
P.O. Box 8145, Clearwater, Florida 33758-8145, 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
construction, developing and testing of a Public Supply Well (No. 4)
at the Markham Regional Water Treatment Plan in Seminole County.

The Project for which the Work under the Contract Documents is a
part is generally described as construction, developing and testing of
a Public Supply Well (No. 4) at the Markham Regional Water Treatment
Plan in Seminole County.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall
mean Boyle Engineering, whose address is 320 E. South Street, Orlando,
Florida 32801.

(b) Connect Consulting, Inc. is COUNTY's contracted Consultant for services.

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 one hundred (100) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

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

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

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

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is THREE HUNDRED SIXTY-SEVEN THOUSAND SIX HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$367,645.00) 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 Norman R. Moon, Jr., 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, EIGHTEEN HUNDRED AND NO/100 (\$1,800.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

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

SECTION 10. MISCELLANEOUS.

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

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

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

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

SECTION 12. NOTICES. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for

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


For COUNTY:

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

For CONTRACTOR:

Southern Well Services, Inc.
P.O. Box 8145
Clearwater, FL 33758-8145

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:

SOUTHERN WELL SERVICES, INC.

, Secretary

By: _____
NORMAN R. MOON, JR., 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: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.



County Attorney

AC/lpk

4/15/08

P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\CC-3138-08.doc

Attachments:

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

EXHIBIT A

Markham Well 4 Testing and Drilling

Scope and Justification

This project consists of constructing, developing and testing one new Public Supply Well (MAR 4) at the Markham Regional Water Treatment Plant in Seminole County, Florida. The well will be an Upper Floridan Aquifer well with a target rate of 2,400 gallons per minute. It is anticipated that this well will be drilled to a depth of between approximately 550 feet and 600 feet.

EXHIBIT B

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

Purchasing
Copy

PROJECT: Markham Well 4 Drilling and Testing
COUNTY CONTRACT NO. CC-3138-08/DRR

Name of Bidder: Norman R. Moon, Jr./Southern Well Services, Inc.

Mailing Address: P.O. Box 8145, Clearwater, Florida 33758-8145

Street Address: 15508 - 62nd Street N.

City/State/Zip: Clearwater, Florida 33760

Phone Number: (727) 531-7559

FAX Number: (727) 535-8532

Contractor License Number: Water Well Contractor #9037

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 3, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

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

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

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

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

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

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

BID FORM

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: \$367,645.00 Numbers

Three Hundred Sixty-seven Thousand, Six Hundred Forty-five Dollars
and no cents

(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

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

Section 00100 - Bid Forms, including alternates and addendum, if any.
Section 00150 - Trench Safety Act Form
Section 00160 - Bidder Information Forms (*Including W-9*)
Section 00300 - Non-Collusion Affidavit of Bidder Form
Section 00310 - Certification of Nonsegregated Facilities Form
Section 00330 - Drug-Free Workplace Form
Section 00340 - Americans with Disabilities Act Form
Section 00350 - Public Entity Crimes Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 25th day
of March, 2008.

Southern Well Services, Inc.
(Name of BIDDER)


(Signature of person signing this BID FORM)

Norman R. Moon, Jr.
(Printed name of person signing this BID
FORM)

President/CEO
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS Bidder's Bond

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

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

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

BID FORM

BID FORM
12/26/2000

CC-3138-08

00100-4

SECTION 00300 BID FORM

Item	Description	Quantity	Unit	Unit Price	Extended Price
1	Mobilization	1	Lump sum	\$ 30,000	\$ 30,000
2	8-10 inch exploratory pilot hole	100	feet	\$ 50	\$ 5,000
3	Ream pilot hole to 36-inch diameter and total depth of ≈100 feet	100	feet	\$ 115	\$ 11,500
4	Furnish, install 30-inch surface casing to a total depth of ≈100 feet	100	feet	\$ 150	\$ 15,000
5	Grout Seal, 30-inch surface casing	125	sacks	\$ 22	\$ 2,750
6	8-10 inch exploratory pilot hole to ≈425 feet	325	feet	\$ 50	\$ 16,250
7	8-10 inch exploratory pilot hole with reverse air to ≈600 feet	175	feet	\$ 50	\$ 8,750
8	Static and Pumped Geophysical Logging and TV Survey Support	1	lump sum	\$ 5,000	\$ 5,000
9	Back Plug Pilot Hole to ≈530 feet	70	feet	\$ 50	\$ 3,500
10	Ream pilot hole to 23-inch diameter and a total depth of ≈500 feet	400	feet	\$ 95	\$ 38,000
11	Furnish, install 18-inch production casing to a total depth of ≈500 feet	500	feet	\$ 75	\$ 37,500
12	Grout Seal, 18-inch production casing	1150	sacks	\$ 22	\$ 25,300
13	Drill 18-inch nominal diameter final open hole to a total depth of ≈560 feet	60	feet	\$ 100	\$ 6,000
14	Well development airlift	24	hours	\$ 200	\$ 4,800
15	Step drawdown test	1	each	\$ 7,500	\$ 7,500
16	Well disinfection	1	lump sum	\$ 5,000	\$ 5,000

17	Surface Completion	1	lump sum	\$ 1,500	\$ 1,500
18	Demobilization	1	lump sum	\$ 10,000	\$ 10,000
				Subtotal	\$ 233,350
<p>Bid Items 19 through 22 are for construction of a 24-inch diameter intermediate casing, and will be used should the intermediate casing be required. Use of these pay items will be at the discretion of the Owner's Representative in consultation with the Contractor during construction.</p>					
19	Static Geophysical Logging Support	1	lump sum	\$ 2,500	\$ 2,500
20	Ream pilot hole to 30-inch diameter and total depth of ≈425 feet	325	feet	\$ 110	\$ 35,750
21	Furnish, install 24-inch intermediate casing to a total depth of ≈425 feet	425	feet	\$ 115	\$ 48,875
22	Grout seal, 24-inch intermediate casing	560	sacks	\$ 22	\$ 12,320
				Subtotal	\$ 99,445
<p>Bid Items 23 through 29 may be required for maximizing water production and associated testing of the well, or should the well need to be abandoned. Use of these pay items will be at the discretion of the Owner's Representative in consultation with the Contractor during construction.</p>					
23	Gravel Fill	10	cu-yards	\$ 175	\$ 1,750
24	Acidize the well	1	each	\$ 10,000	\$ 10,000
25	Well development overpumping	24	hours	\$ 200	\$ 4,800
26	Conduct 72-hour constant rate test	72	hours	\$ 200	\$ 14,400
27	Standby Time	24	hours	\$ 100	\$ 2,400
28	Plumbness and alignment survey	1	each	\$ 1,500	\$ 1,500
				Subtotal	\$ 34,850
Total Bid					\$ 367,645

END OF SECTION

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

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.

N/A

March 25, 2008
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:

Norman R. Moon, Jr.

Signature:

Norman R. Moon, Jr.

Printed Name:

Norman R. Moon, Jr.

Title:

President/CEO

Date:

March 25, 2008

Affix Corporate Seal

STATE OF FLORIDA)
) ss
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 25th day of March, 2008, by Norman R. Moon, Jr. of Southern Well Services, Inc. (firm), on behalf of the firm. He/She is personally known to me or has produced identification.



SUSAN D. POLLARD
MY COMMISSION # DD 500466
EXPIRES: December 27, 2009
Bonded Thru Budget Notary Services

Susan D. Pollard

Print Name Susan D. Pollard
Notary Public in and for the County
and State Aforementioned

My commission expires: December 27, 2009

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

BID NUMBER: **CC-3138-08/DRR**
 PROJECT TITLE: Markham Well 4 Drilling and Testing
 BID DUE DATE: April 2, 2008 at 2:00 P.M. EST

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.

PAGE: 1 of 2

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	Southern Well Services Inc PO Box 8145 Clearwater, FL 33760 Norman R. Moon Jr 727-531-7559 (Phone) 727-535-8532 (Fax)	Diversified Drilling Corporation 8801 Maislin Dr Tampa, FL 33637 C.W. Musselwhite 813-988-1132 (Phone) 813-985-6636 (Fax)	Layne Christensen Company 2985 Old Medulla Rd Lakeland, FL 33811 John G. Pitts 863-666-2433 (Phone) 863-665-2196 (Fax)	Advanced Well Drilling 2715 Garden St Malabar, FL 32950 Guillermo Griffa 321-728-8032 (Phone) 321-728-8045 (Fax)
TOTAL AMOUNT OF BID	\$367,645.00	\$417,830.00	\$424,357.00	452,670.00
Acknowledge addenda 1-3	Yes	Yes	Yes	Yes
Bid bond	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
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
American w/Disabilities Act	Yes	Yes	Yes	Yes

Non-responsive

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

BID NUMBER: **CC-3138-08/DRR**

PAGE: 2 of 2

ITEM DESCRIPTION	Response #5	Response #6	Response #7
	Rowe Drilling Company Inc PO Box 1098 Polk City, FL 33868 John P. Wills 863-984-3100 (Phone) 863-984-3110 (Fax)	A.C. Schultes of Florida Inc 11865 US Hwy 41 South Gibsonton, FL 33534 John T. O'Brien 813-741-3010 (Phone) 813-741-3170 (Fax)	David Cannon Well Drilling Inc PO Box 38 Parrish, FL 34219 David D. Cannon 941-776-1471 (Phone) 941-776-0932 (Fax)
TOTAL AMOUNT OF BID	\$458,545.00	\$519,075.00	\$548,975.00
Acknowledge addenda 1-3	Yes	Yes	Yes
Bid bond	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Drug-Free Workplace	Yes	Yes	Yes
American w/Disabilities Act	Yes	Yes	Yes

Tabulated by Diane Reed, Senior Procurement Analyst
(Posted by Diane Reed on April 3, 2008 @ 2:30 p.m. Eastern)

Recommendation of Award: Southern Well Services, Inc (Posted by Diane Reed on April 15, 2008 @ 11:30 a.m. Eastern)

BCC Agenda Date: May 6, 2008

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Resolution - Administrative Code Section 4.6 Committee on Aging.

DEPARTMENT: Community Services

DIVISION: Administration - Community
Services

AUTHORIZED BY: David Medley

CONTACT: Pamela Martin

EXT: 2302

MOTION/RECOMMENDATION:

Adopt and authorize the Chairman to execute a resolution for the addition of section 4.6 of the Seminole County Administrative Code establishing the Committee on Aging.

County-wide

Dr. David Medley

BACKGROUND:

On September 12, 2006, the Board approved a Resolution enacting the "Communities for a Lifetime" and approved the organization of a Task Force on Aging. The Task Force on Aging presented its final report to the Board on September 25, 2007 which included a recommendation to establish a permanent Committee on Aging as a standing advisory committee that will provide input and recommendations to the Board regarding issues, policies, and services which will promote and enhance the quality of life for senior residents of Seminole County.

Attached is the Resolution and the proposed Administrative Code change that establishes the addition of the Committee on Aging.

STAFF RECOMMENDATION:

Adopt and authorize the Chairman to execute a resolution for the addition of section 4.6 of the Seminole County Administrative Code establishing the Committee on Aging.

ATTACHMENTS:

1. Resolution
2. Administrative Code

Additionally Reviewed By:

☒ County Attorney Review (Robert McMillan)

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

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

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

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

WHEREAS, the Board of County Commissioners desires to amend
sections of the Seminole County Administrative Code to establish
the duties, responsibilities and membership structure for the
Committee on Aging,



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

The Seminole County Administrative Code is hereby amended by
the addition of Section 4.6, "Committee on Aging", as more
particularly described in the attachment.

ADOPTED this _____ day of _____, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

Attachment:
Section 4.6 - "Committee on Aging"

SECTION 4. BOARDS, COMMISSIONS, COUNCILS AND COMMITTEES

4.6 COMMITTEE ON AGING

A. PURPOSE. The Seminole County Committee on Aging is established to provide input and recommendations to the Board of County Commissioners regarding issues, policies, and services which will promote and enhance the quality of life for senior residents of Seminole County.

B. DUTIES/RESPONSIBILITIES. The Committee on Aging shall have the following duties and responsibilities:

(1) Identify issues that are of special concern to the senior residents of Seminole County;

(2) Prepare reports, recommendations, and presentations to the Board of County Commissioners to include, but not be limited to, service inventory and gaps, funding, and essential policies consistent with the Seminole County Strategic Plan;

(3) Establish working relationships with all senior related programs, agencies, and centers that provide services to County residents;

(4) Establish By-Laws to govern their work;

(5) Elect a Chairperson and Vice-Chairperson annually; and

(6) Establish Standing and Ad-Hoc Committees, as necessary, to fulfill their purpose and enhance service to the community.

C. MEMBERSHIP STRUCTURE.

(1) Requirements. The Committee on Aging shall have a nine (9) member board consisting of representatives of the groups listed below. Committee members shall be appointed by the Board of County Commissioners for terms of two (2) years commencing July 1 of each calendar year. No member may serve more than three consecutive terms. If a member is appointed to complete a term due to a vacancy, that member shall be eligible to serve an additional three complete terms. The initial term of the members will be staggered and be for one (1), two (2), or three (3) years as indicated:

(a) One (1) year initial terms:

Local Law Enforcement

One (1) member

Local Senior Initiatives (examples)

One (1) member

- Seminole Volunteers

- Visiting Nurses

- Meals on Wheels
- Housing Industry One (1) member

(b) Two (2) year initial terms:

- | | |
|---------------------------|------------------|
| Faith Based Organizations | One (1) member |
| Local Senior Residents | One (1) member * |
| State Attorney's Office | One (1) member |

(c) Three (3) year initial terms:

- | | |
|--|------------------|
| Local Area Agency on Aging | One (1) member |
| Local Senior Residents | One (1) member * |
| Health Care Interest (examples) | One (1) member |
| • Local Hospitals | |
| • East Central Florida Health Planning Council | |
| • Health Department | |

* There are a total of two (2) Local Senior Resident Members; one begins with a two (2) year initial term and the other begins with a three (3) year initial term.

(2) The Department of Community Services, Division of Community Assistance shall provide administrative support and serve as the BCC liaison to the Committee. The Department shall accept nominations from representative agencies, community groups, and by the Committee on Aging itself. At such time as appointments are required to be made, the Department shall bring forward to the Board of County Commissioners, on its agenda, nominees for appointment.

D. LEGAL ISSUES

- (1) Financial Disclosure is not required
- (2) Loyalty Oath is not required.
- (3) Sunshine and Public Records laws apply to the meetings and records of the Committee.
- (4) Membership on the Committee does not constitute an office for purposes of the constitutional prohibition on dual office holding.

F. AUTHORITY. Resolution 2008-R-

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: 2008 ASA Girls Class A 16 Under Fast Pitch Southern Nationals Agreement

DEPARTMENT: Economic Development

DIVISION: Tourism

AUTHORIZED BY: William McDermott

CONTACT: Fran Sullivan

EXT: 2906

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an agreement with City of Altamonte Springs/Altamonte Sports for the 2008 Amateur Softball Association Girls Class A 16 Under Fast Pitch Southern Nationals in the amount of \$4,000.00.

County-wide

William McDermott

BACKGROUND:

This event will bring approximately 32 teams and coaches from all across the United States. Additional visitors and spectators are expected to attend throughout the weekend. The event will be held July 30, 2008 - August 3, 2008. Approximately 960 rooms will be required. The estimated direct economic impact on Seminole County is \$393,510.

Altamonte Sports has a successful history of managing ASA National Tournaments in Seminole County. The 2007 ASA Men's Class B Fast Pitch Tournament generated 187 room nights with an overall economic impact of \$228,420.

The \$4,000 bid fee serves as the tournament guarantee to secure this event for Seminole County. The Tourist Development Council recommended this expenditure at their March 14, 2008 meeting. Funds are appropriated in FY 07-08 Tourism Development budget.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute an agreement with City of Altamonte Springs/Altamonte Sports for the 2008 Amateur Softball Association Girls Class A 16 Under Fast Pitch Southern Nationals in the amount of \$4,000.00.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

2008 ASA GIRLS CLASS A 16 UNDER FAST PITCH SOUTHERN NATIONALS AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **CITY OF ALTAMONTE SPRINGS**, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701, hereinafter referred to as "CITY".

W I T N E S S E T H:

WHEREAS, the Florida State Legislature enacted Section 125.0104, Florida Statutes, known as the "Local Option Tourist Development Act" in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

WHEREAS, Section 125.0104, Florida Statutes, provides that Tourist Development Tax Revenues may be used to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote publicly owned or operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of COUNTY's special taxing district in which the tax is levied; and

WHEREAS, the voters of Seminole County approved by referendum the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, COUNTY, in coordination with the Tourist Development Council, wishes to appropriate Tourist Development Tax Revenues as operational funds to host the 2008 ASA Girls Class A 16 Under Fast Pitch Southern Nationals to be held at the Merrill Park Complex in Altamonte Springs, Florida, from July 30, 2008 through August 3, 2008; and

WHEREAS, COUNTY desires CITY to place the tournament guarantee with the Softball Association/USA Softball (ASA) in order to secure the Event for the Complex,

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

Section 1. Term. This Agreement shall be effective from the date it is executed by the parties until September 30, 2008 unless earlier terminated as provided herein.

Section 2. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice to the other party as provided for herein or, at the option of COUNTY, immediately in the event that CITY fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY shall not be obligated to pay for any services provided or costs incurred by CITY after CITY has received notice of termination. Upon said termination, CITY shall immediately refund to COUNTY, or otherwise utilize as COUNTY directs, any unused funds provided hereunder.

Section 3. Services.

(a) CITY shall use funds from this Agreement to operate and promote the Merrill Park Complex by placing a bid for the Seminole County 2008 ASA Girls Class A 16 Under Fast Pitch Southern Nationals, as described in Exhibit A, attached hereto and incorporated herein by reference.

(b) CITY shall submit written proof to COUNTY that the amount requested was in fact paid to ASA as a bid fee for the Event as listed in Exhibit A.

(c) All promotional packages sent out by CITY for the Event, as listed in Exhibit "A", must contain a list of Seminole County hotels provided by the Seminole County Convention and Visitors Bureau. No

other hotel list may be included in the promotional packet. All such promotional packets must be approved by COUNTY prior to distribution in order to qualify for reimbursement.

(d) CITY shall permit a third-party company, as designated by the COUNTY to conduct on-site surveys during the amateur girls fast pitch softball tournament to coordinate the survey process. CITY shall cooperate in making their event accessible in whatever manner necessary for completion of the survey.

(e) After-Event preliminary statistics for room nights and economic impact must be submitted to COUNTY no later than thirty (30) days after the Event.

(f) A hotel poll reflecting an accurate accounting of room nights used for each Event shall be conducted by CITY and submitted to COUNTY no later than thirty (30) days after the Event.

(g) CITY shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at CITY's Event. Said website shall be linked to the Seminole County Tourism website (www.visitseminole.com) and such link shall be maintained throughout the duration of this Agreement.

(h) Failure to comply with or failure to meet the requirements of this Section, including time deadlines, shall result in termination of this Agreement and forfeiture of all financial assistance rendered to CITY by COUNTY pursuant to this Agreement.

Section 4. Liability and Insurance.

(a) **Liability.** COUNTY and its Commissioners, officers, employees, and agents shall not be deemed to assume any liability for the acts, omissions and negligence of CITY and its officers, employees, and agents in the performance of services provided hereunder

(b) **Insurance.**

(1) CITY shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (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 CITY, CITY 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 of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of the statement on the Certificate, CITY shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CITY 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 CITY shall relieve CITY of its full responsibility for performance of any obligation including its indemnification of COUNTY under this Agreement.

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

requirements:

(A) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

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

(C) If during the period which an insurance company is providing the insurance coverage required by this Agreement an insurance company shall: 1) lose its Certificate of Authority, or 2) fail to maintain the requisite Best's Rating and Financial Size Category, CITY shall, as soon as it 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 CITY has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CITY shall be deemed to be in default of this Agreement.

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

(A) Commercial General Liability.

(i) CITY's insurance shall cover CITY 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.

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

	<u>LIMITS</u>
General Aggregate	Two (2) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(7) Coverage. The insurance provided by CITY 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 CITY.

(8) Occurrence Basis. The Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

Section 5. Billing and Payment. COUNTY hereby agrees to provide funds to CITY up to a maximum sum of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) for placement of the tournament guarantee for the Event listed in Exhibit A to this Agreement. Said funds are reimbursable upon:

(a) Receipt by COUNTY of a Request for Funds Form, attached hereto and incorporated herein as Exhibit B, from CITY requesting all or part of the above amount. The Request for Funds Form shall be properly

completed with attached documentation including the original or copy of invoices and copies of cancelled checks. Such request by CITY shall only be for the bid specifically provided for herein. Such Request for Funds Form shall be submitted no later than ninety (90) days after the Event. Failure to comply with this requirement shall result in termination of this Agreement and forfeiture of all financial assistance granted to CITY pursuant to this Agreement.

(b) Verification by the Seminole County Economic Development/Tourism Director that CITY has placed the bid for which reimbursement is sought and has complied with the reporting requirements contained hereinafter;

(c) The original payment requests shall be sent to:

Original: Director
Seminole County Economic Development/Tourism
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

A duplicate payment request shall be sent to:

Duplicate: Director, Department of Finance
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

(d) The final Request for Funds Form shall be accompanied by a detailed report of the economic impact on COUNTY resulting from the Event funds for which have been provided hereunder. Such report, attached hereto and incorporated herein as Exhibit C, shall include, but not be limited to, the actual number of hotel or motel rooms occupied, restaurant meals consumed, and estimated goods and services expenditures.

(e) Reimbursement shall be contingent upon CITY's compliance with requirements as stated in Exhibit A.

Section 6. Reporting Requirements. In the performance of this Agreement, CITY shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. Each

Request for Funds Form shall detail costs incurred. As referenced in Exhibit A, CITY shall transmit and certify interim records with each Request for Funds Form submitted to COUNTY.

Section 7. Non-Reimbursable Expenditures.

(a) Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, feasibility studies or consulting services, real property or capital improvements, interest reduction in deficits and liens, prize money, scholarships, awards, plaques or certificates, private entertainment, lodging, food and beverages, and wages, salaries, administrative or travel expenses other than those appearing, if any, in Exhibit A.

(b) The purpose for which Tourist Development Tax grant funds are provided to CITY shall not duplicate programs for which monies have been received, committed, or applied for from another source. The monies provided hereunder shall be expended only for the activities or purposes set forth in Exhibit A.



Section 8. Unavailability of Funds. CITY acknowledges that Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to CITY as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by CITY after CITY has received such notice of termination. In the event there are any unused COUNTY funds, CITY shall promptly refund those funds to COUNTY or otherwise use such funds as COUNTY directs.

Section 9. Access to Records. CITY shall allow COUNTY, its duly authorized agent, and the public access to such of its records as are pertinent to all services provided hereunder at reasonable times and

under reasonable conditions for inspection and examination in accordance with Florida Statutes.

Section 10. Liaison. CITY shall submit the original copies of the Request for Funds Forms, the Narrative Progress Report Form, and any other required reports or correspondence to the following:

Director
Seminole County Economic Development/Tourism
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

Section 11. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County Economic Development/Tourism
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

For CITY:

City of Altamonte Springs
Attn: Philip Penland, City Manager
225 Newburyport Avenue
Altamonte Springs, Florida 34701



Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 12. Assignments. Neither party to this Agreement shall assign this Agreement nor any interest arising herein without the written consent of the other.

Section 13. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in

writing and duly signed by the parties.

Section 14. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CITY 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 CITY as provided hereinabove.

Section 15. Conflict of Interest.

(a) CITY 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) CITY 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 CITY 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, CITY hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

ATTEST:

Patsy Wainright
PATSY WAINRIGHT, City Clerk



CITY OF ALTAMONTE SPRINGS
Philip D. Penland
PHILIP D. PENLAND City Manager

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk

3/21/08

P:\Users\Legal Secretary CSB\Economic Development\2008 Girls Fast Pitch Southern National.doc

Attachments:

- Exhibit A - Project Description and Expenses
- Exhibit B - Request For Funds Form
- Exhibit C - Economic Impact Report

EXHIBIT A

APPLICATION
TOURIST DEVELOPMENT SPONSORSHIP
FY 2007-08

I. GENERAL INFORMATION

To assist us in evaluating the impact your event may have on Seminole County and to better understand what support you are requesting, the following questions must be answered in full.

(1) NAME OF ORGANIZATION: Altamonte Sports/City of Altamonte Springs

(2) COMPLETE ADDRESS:

STREET: 225 Newburyport Avenue

CITY: Altamonte Springs

STATE: FL ZIP: 32701

PHONE: 407-571-8734 FAX: 407-571-8752 E-Mail: jmweeks@altamonte.org

(3) NAME OF EVENT/PROJECT: 2008 Amateur Softball Association Girls Class A 16

Under Fast Pitch Southern Nationals

DATE OF EVENT: July 30 - August 3, 2008 LOCATION OF EVENT: Merrill Park

DESCRIPTION OF EVENT: Amateur Girls Fast Pitch Softball Tournament

(3) CONTACT PERSON: Jason Weeks

(4) ORGANIZATION'S CHIEF OFFICIAL: Phil Penland

TITLE: City Manager

ADDRESS (IF DIFFERENT FROM ABOVE)

STREET

CITY

STATE

ZIP

PHONE

FAX

E-Mail

(6) AMOUNT REQUESTED: \$4,000

(7) INTENDED USE OF FUNDS:

Bid Guarantee ☒

Promotion/Marketing ☐

- (8) A DETAILED, ITEMIZED MARKETING PLAN IS REQUIRED. INCLUDE COSTS AND CIRCULATION/DISTRIBUTION. USE THE SPACE PROVIDED BELOW OR YOU MAY USE A SEPARATE SHEET IF YOU PREFER.

MARKETING PLAN FOR TOURISM FUNDS

(NO TOURISM FUNDS ARE BEING REQUESTED)

BROCHURE/FLYER: Promotional packet will be developed in house and mailed to last year's list of teams and over 25 ASA Commissioners in states of Texas, Louisiana, Oklahoma, Arkansas, Mississippi, Alabama, Tennessee, Georgia, North Carolina, South Carolina and throughout Florida – estimated \$1,500

MAGAZINE:

NEWSPAPER:

RADIO/TV:

INTERNET: Altamonte Sports web site page (providing detailed information on the tournament and a downloadable packet of local information on tournament), ASA Softball Tournaments web site page listing the tournament location specifics and links to our web site page of additional information – estimated cost of \$2,000.00

OTHER MEDIA:

II. DETAILS ON YOUR ORGANIZATION:

In narrative form please describe your organization in the following areas. Use a separate sheet to complete these questions in detail.

Please See Addendum A for answers to questions below.

- (1) What are your organization's goals and objectives?
- (2) What services does your organization provide?
- (3) How will your organization monitor expenditure of funds?
- (4) How will your event bring additional visitors and hotel room nights to Seminole County?
- (5) What is your organization's experience in managing sponsorships and grants?

Provide three (3) years of this event's history, if applicable.

Previous Event: Girls' A 16-Under Fast Pitch Southern

Date: 8/1/2007 to 8/5/2007

Location: Fort Worth, Texas

Contact Name/Phone: Amateur Softball Association (405) 424-5266

Out-of-State Participants: 32 Teams Room Nights: Unknown Economic Impact: Unknown

Previous Event: Girls' A 16-Under Fast Pitch Southern

Date: 7/26/2006 to 7/30/2006

Location: Ridgeland, Mississippi

Contact Name/Phone: Amateur Softball Association (405) 424-5266

Out-of-State Participants: 14 Teams Room Nights: Unknown Economic Impact: Unknown

Previous Event: Girls' A 16-Under Fast Pitch Southern

Date: 8/4/2005 to 8/7/2005

Location: Denton, Texas

Contact Name/Phone: Amateur Softball Association (405) 424-5266

Out-of-State Participants: 13 Teams Room Nights: Unknown Economic Impact: Unknown

III. EVENT INFORMATION (Use additional sheets where necessary.)

- (1) NAME OF EVENT: Girls Class A 16U Fast Pitch Southern Nationals
- (2) NUMBER OF DAYS: 5 DATE: 7/30/08 - 8/03/08
- (3) EVENT OWNER (IF OTHER THAN YOUR ORGANIZATION)
NAME: Amateur Softball Association
ADDRESS: 2801 N.E. 50th Street
PHONE: (405) 424-5266; (F) (405) 424-3855
- (4) HOW WILL THIS EVENT CONTRIBUTE TO A POSTIVE IMAGE FOR SEMINOLE COUNTY? Altamonte Sports continues to strive to bring sports events to our community and surrounding area. This national sports event will bring participants, coaches, spectators and staff from all across the country to showcase our sports facilities and create positive business economic impact for the area.
- (5) DOES THIS EVENT HAVE FUTURE IMPLICATIONS, SPIN-OFFS, OR OTHER CONSIDERATIONS? In hosting ASA National Tournaments, we continue to build upon our strong relationship with ASA/USA Softball in promoting Altamonte Springs and Seminole County as a national destination for the sport of softball. As a note, because of our relationship with ASA/USA Softball (the National Governing Body for the sport of softball in the United States), Altamonte Sports was afforded the opportunity to host the USA Softball Women's Olympic Team as part of the "Bound for Beijing Tour" this past year.
- (6) PROJECTED NUMBER OF:
LOCAL PARTICIPANTS 30
LOCAL GUESTS 15
OUT-OF TOWN PARTICIPANTS 495
OUT-OF-TOWN GUESTS 180
OUT-OF-TOWN MEDIA 2
- (7) TOTAL NUMBER OF HOTEL ROOMS REQUIRED IN SEMINOLE COUNTY FOR EVENT: 960 (8 rooms per team)
- (8) PROVIDE THE ESTIMATED DIRECT ECONOMIC IMPACT ON SEMINOLE COUNTY FROM YOUR EVENT. \$393,510.00

PLEASE COMPLETE ECONOMIC IMPACT CALCULATION FORM.

(A COPY OF THIS FORM IN EXCEL FORMAT IS AVAILABLE ON www.visitseminole.com)

IV. SPORTING EVENT (If Applicable)

(1) NAME OF SPORT/EVENT: Girls Class A 16U Fast Pitch Southern Nationals

(2) LOCATION OF EVENT: Merrill Park

Have Facility(s) been secured? Yes Facility(s) cost: _____

(3) TOTAL NUMBER OF FIELDS NEEDED: TBD

(4) TOTAL NUMBER OF FIELDS NEEDED PER DAY: TBD

(5) NUMBER OF LIGHTED FIELDS REQUIRED: TBD

(6) PROVIDE FIELD USE TIMES BY DAY: TBD

(7) SPECIAL FIELD REQUIREMENTS (PLEASE SPECIFY): All ball fields must be dragged and prepped before every game of the tournament.

(8) SPECIAL SITE REQUIREMENTS: None needed at this point.

V. CULTURAL/CIVIC EVENT

SITE REQUIREMENTS:

TOTAL EVENT BUDGET Please complete the following budget summaries:

PROJECT EXPENSES		
	IN-KIND	CASH
Travel		
Ground Transportation for ASA National Staff		\$500.00
Housing		
Accommodations for Officials/ASA National Staff		\$1,200.00
Food		
Officials/ASA National Staff Hospitality Food for Weekend		\$500.00
Tournament Breakfast Draw		\$350.00
Site Fees		
Altamonte Springs Ground Crew-Facility Maintenance		\$2,200.00
Rights/Guarantees Fees (to ASA/USA Softball)		\$4,000.00
Officials		
Umpires (\$18.00 per game x 2 umps per game X 72 games)		\$2,592.00
Booking Fee (\$3.00 X 72 games)		\$216.00
Awards		\$3,000.00
Equipment		
Softballs		\$1,200.00
Labor		
Scorekeepers (\$12.00 per game X 72 games)		\$864.00
Statistician		\$200.00
Photographer		\$200.00
Athletic Trainers		\$400.00
Marketing/Promotions		
Tournament Registration/Promotion Packets		\$200.00
Mailings for Registration/Promotion Packets		\$300.00
Administrative Costs		
Tournament Brackets		\$400.00
OTHER EXPENSES		
Officials/ASA Staff Per Diem		\$600.00
Souvenir Fee to ASA/USA Softball		
(10% of the total gross of sales/ excluding sales tax)		\$220.00
Assessment Fee to ASA/USA Softball		
(\$100.00 per team x 32 teams)		\$3,200.00
TOTAL IN-KIND EXPENSE	\$0.00	
TOTAL CASH EXPENSE		\$22,342.00
TOTAL EXPENSE		\$22,342.00

PROJECT INCOME		
	IN-KIND	CASH
Admissions		
Tournament Gate		\$1,000.00
Sales		
Event T-Shirt Revenue		\$500.00
Room Rebates		
Approximately 800 hotel room night rebates recovered		\$5,600.00
Tourism Fund		\$4,000.00
OTHER INCOME		
Team Entry		
(\$350.00 per team x 32)		\$11,200.00
Rental Automobile Commission		\$125.00
TOTAL IN-KIND INCOME	\$0.00	
TOTAL CASH INCOME		\$22,425.00
TOTAL INCOME		\$22,425.00

** Please provide a summary of current sponsors/contributors including the amount of their cash and/or in-kind contribution.


Please Note: If a grant is awarded, payment/reimbursement occurs after the event by submitting invoices totaling the amount granted.

Attachments: Exhibit "B"
Sample Questionnaire
Event Checklist

CERTIFICATION

I have reviewed this Application for Funds from the Tourist Development Council for FY 2007-08. I am in full agreement with the information contained herein. To the best of my knowledge, the information contained in this Application and its attachments are accurate and complete.





Chief Corporate Officer

2-11-08

Date

Seal



Corporation Secretary

2-11-08

Date

Addendum A

- 1) Altamonte Sports' vision is to capitalize on and maximize sports opportunities by enriching the quality of life for the residents while stimulating the economy and exposure to the business community hence achieving distinction for sports in Altamonte Springs. Our mission is to promote and market sports programs to the residents and visitors alike while embracing the vision of the community through quality competitions, profitable events, thriving programs and declaring the definitive setting of sports. Altamonte Sports has multiple goals and objectives due to our unique concept of private sports program providers. The following are goals and objectives as it relates to sports events:
 - To continue hosting quality sports events
 - To increase the number of hotel rooms utilized through hosting sports events
 - To increase the economic impact through hosting sports events
- 2) Altamonte Sports provides the marketing and promotion to attract participants and spectators to sports events hosted within our community. We have various channels of marketing such as direct mail, fax broadcasting, email blasts, advertising placements and our own interactive web site. Additionally, we secure facilities for events and work with the local business community to provide the best in accommodations and hospitality for our out of town visitors.
- 3) Altamonte Sports will work in conjunction with the Leisure Services Department Budget Manager and City Finance Department to monitor all funds.
- 4) The 2008 Girls' Class A 16U Fast Pitch Southern Nationals Championship will bring approximately 32 teams from all across the United States. We are certain that additional visitors and spectators of the tournament will attend throughout the weekend. Families travel for summer vacations to many of Central Florida's great attractions and will also attend our tournament.
- 5) Altamonte Sports has managed the following Seminole County Convention & Visitors Bureau grants:
 - 2000 USA vs. Puerto Rico Women's Olympic Softball Exhibition
 - 2005 ASA Men's Major Fast Pitch National Championships
 - 2006 ASA Girl's 16U Class B Fast Pitch National Championships
 - 2007 ASA Men's Class B Fast Pitch National Championships

2008 Economic Impact Estimate ASA Girls 16U FP Southern Nationals

How much will event organizers spend locally?	Quantity	Multiplier	Event days	TOTALS
How many adult out-of state participant days expected?	45	\$ 152.00	5	\$ 10,000.00
How many adult out-of state attendance/spectator days expected?	200	\$ 152.00	5	\$ 34,200.00
How many out-of state media/professional days expected?	3	\$ 152.00	5	\$ 152,000.00
How many adult in-state attendance/spectator/participant days expected?	81	\$ 91.00	5	\$ 2,280.00
How many youth out-of state participant days are expected?	225	\$ 76.00	5	\$ 36,855.00
How many youth in-of state participant days are expected?	255	\$ 57.00	5	\$ 85,500.00
What is the expected event-site spending?				\$ 72,675.00
What other expenditures, if any, are anticipated?				
TOTAL DIRECT IMPACT =				\$ 393,510.00
Total output economic impact:	Direct Impact	Divider	Multiplier	
Total earnings impact:	\$ 393,510.00		1.5	\$ 590,265.00
Total employment impact:	\$ 393,510.00	1,000,000	0.57	\$ 224,300.70
			22	8.66
		Non-Taxable		
	Direct Impact	Sales	Sales Tax Rate	
STATE SALES TAX GENERATED:	\$ 393,510.00	\$ 10,000.00	0.06	\$ 23,010.60
		State Sales Tax Generated	Florida DOR Disbursement Multiplier	
STATE SALES TAX REIMBURSED TO COUNTY:		\$ 23,010.60	0.09653	\$ 2,221.21
		Non-Taxable Sales	Option Sales Tax Rate	
COUNTY LOCAL OPTION SALES TAX:	Direct Impact	\$ 10,000.00	0.01	\$ 3,835.10
	\$ 393,510.00			
	Estimated Rooms	Approximate Hotel Rooms Secured	Average Room Rate Per Night	
	Per Night To Be Secured	960	\$75.00	\$ 72,000.00
TOTAL HOTEL IMPACT:				
	Total Hotel Impact			
	\$ 72,000.00		Resort Tax Rate	
COUNTY RESORT TAX RECOUPED:			0.03	\$ 2,160.00
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:				\$ 8,216.31
32 teams (15 per team), 96 adult participants, 12 umpires/staff, 320 spectators				

EXHIBIT "B"
REQUEST FOR FUNDS

SEMINOLE COUNTY TOURISM DEVELOPMENT
1230 DOUGLAS AVENUE, #116, LONGWOOD FL 32779

EVENT NAME _____

ORGANIZATION _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

NAME OF CONTACT _____ CONTACT TELEPHONE _____

CONTACT E-MAIL _____

EVENT DATE FROM _____ TO _____

REQUEST # _____

() INTERIM REPORT () FINAL REPORT

TOTAL CONTRACT AMOUNT \$20,000

<u>EXPENSE</u>	<u>BUDGET</u>	<u>REIMBURSEMENT REQUESTED</u>
_____	_____	_____
_____	_____	_____
TOTALS	_____	_____

(For Final Report only)
Please complete the following:

#of Hotels used _____

#of Hotel room nights _____

#of out-of-town participants _____

#of out-of-town fans _____

#of out-of-town media _____

Total direct economic impact \$ _____

NOTE: Furnishing false information may constitute a violation of applicable State and Federal laws.

CERTIFICATION OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records, consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE _____ TITLE _____

Exhibit C

Seminole County - Economic Impact

	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				
How many adult out-of state participant days expected?		\$ 152.00		\$ -
How many adult out-of state spectator days expected?		\$ 152.00		\$ -
How many out-of state media/professional days expected?		\$ 152.00		\$ -
How many youth out-of state participant days are expected?		\$ 76.00		\$ -
How many youth out-of state spectator days are expected?		\$ 76.00		\$ -
How many in state participant/spectator/media/ professionals expected?		\$ 68.00		\$ -
What is the expected event-site spending?				
What other expenditures, if any, are anticipated?				
TOTAL DIRECT IMPACT =				\$ -
	Direct Impact	Divider	Multiplier	
Total output economic impact:	\$ -		1.5	\$ -
Total earnings impact:	\$ -		0.57	\$ -
Total employment impact:	\$ -	1,000,000	22	\$ -
		Non-Taxable Sales	Sales Tax Rate	
STATE SALES TAX GENERATED:	\$ -		0.06	\$ -
			Florida DOR	
		State Sales Tax Generated	Disbursement Multiplier	
STATE SALES TAX REIMBURSED TO COUNTY:		\$ -	0.09653	\$ -
		Non-Taxable Sales	Option Sales Tax Rate	
COUNTY LOCAL OPTION SALES TAX:	\$ -	\$ -	0.01	\$ -
	Estimated Rooms Per Night To Be Secured	Estimated Nights In Town	Approximate Hotel Rooms Secured	Average Room Rate Per Night
TOTAL HOTEL IMPACT:				\$ -
	Total Hotel Impact		Resort Tax Rate	
COUNTY RESORT TAX RECOUPED:	\$ -		0.03	\$ -
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:				\$ -
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:				\$ -
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE CITY:				\$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE COUNTY:				\$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE CITY:				\$ -
APPROXIMATE REVENUE RECOUPED BY THE COUNTY ON THE EVENT:				\$ -

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Release of the original Water & Sewer Cash Maintenance Bond w/ Escrow Agreement for the project known as Seminole Harley-Davidson

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve the Release of the original Water and Sewer Cash Maintenance Bond w/ Escrow Agreement in the amount of \$700.00 for the project known as Seminole Harley-Davidson.

District 5 Brenda Carey

Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Cash Maintenance Bond w/ Escrow Agreement (Check #8361) dated 2/28/2006 in the amount of \$700.00 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Seminole Harley-Davidson.

STAFF RECOMMENDATION:

Staff recommends the Board to approve the release of the original Water and Sewer Cash Maintenance Bond w/ Escrow Agreement in the amount of \$700.00 for the project known as Seminole Harley-Davidson.

ATTACHMENTS:

1. Original Cash Maint. Bond w/ Escrow Agreement and Request for Release Letter

Additionally Reviewed By: No additional reviews



SEMINOLE
HARLEY-DAVIDSON/BUELL



www.seminoleharley.com

Seminole County
Environmental Services Department
500 W. Lake Mary Blvd.
Sanford, FL 32773
Attn: Becky Noggle

March 13, 2008

This letter is to serve as a request for release of Cash Maintenance Bond for Seminole Harley-Davidson. Please release it to:

Seminole Harley-Davidson
620 Hickman Circle
Sanford, FL 32771

Please let us know if you have any questions.

Thank you,

Jessica Snellgrose
Office Manager

ENVIRONMENTAL SERVICES DEPARTMENT



March 10, 2008

Motorsports of Orlando, LLC
620 Hickman Dr
Sanford, FL 32771

Re: Cash Maintenance Bond

Project Name: Seminole Harley Davidson
Ck# 8361
Amount: \$700.00
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 **01/25/08** 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 **01/25/08**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

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

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

Sincerely,

Brent Keith
Sr. Utilities Inspector

c: Project File

WATER AND SEWER IMPROVEMENTS MAINTENANCE AND ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of February, 2006, between Motorsports of Orlando, LLC, hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain water and sewer improvements, including, but not limited to, water and sewer lines and other appurtenances in that certain subdivision described as Seminole Harley Davidson, as recorded in Plat Book 25, Page 23-24, 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 February 27, 2006); 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, 2006; 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 Seven Hundred DOLLARS (\$ 700.00).

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 Seven hundred DOLLARS (\$ 700.00) 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 Seven Hundred DOLLARS (\$ 700.00) 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, 2006, 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:

(CORPORATE SEAL)

By: MOTORSPORTS OF ORLANDO, LLC
NM

Date: 2-28-2006

I HEREBY CERTIFY that, on this 28 day of Feb, 2006, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John Hawer and Seminole Harley-Davidson Motorsports as President and Secretary, respectively, of Seminole Harley-Davidson Motorsports organized under the laws of the State of Florida, who are personally known to me or who have produced as identification and that they did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

NOTARY SEAL

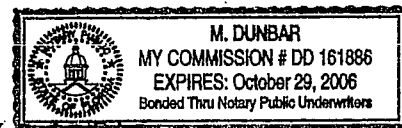
M. Dunbar
Notary Public Signature

WITNESSES:

Bruce Nigh
James Willoughby

UTILITIES
SEMINOLE COUNTY, FLORIDA

John F. Kelly
Utilities Manager



Date: 3/8/06

Within authority delegated by
the County Manager pursuant to
Resolution No. 97-R-66 adopted
March 11, 1997 and further
delegated by Memorandum dated
March 27, 1997, Re: Streamlining
of Development-Related Agenda
Items and approved on April 2,
1997.

WATER AND SEWER IMPROVEMENTS CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned John Hamer as PRINCIPAL is held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of Seven Hundred DOLLARS (\$ 700.00), 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 Seminole Harley Davidson 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 May, 2005 including surveying, engineering, and land clearing, for Seminole Harley Davidson Subdivision shall be maintained by the PRINCIPAL for a period of two (2) years or for any extension thereof agreed to by SEMINOLE COUNTY; and if all costs incurred in connection with the maintenance of said improvements shall be made and shall be paid in full, and in accordance therewith and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

DATED February 28th, 2006.

620 Hickman Circle, Sanford, FL John Hamer (PRINCIPAL)
Address _____ By: _____ (Signature)
_____ Its Member - Manager (Title)

[CORPORATE SEAL]



ENVIRONMENTAL SERVICES
Seminole County Water and Sewer

Name SEMINOLE HARLEY DAVIDSON
Address _____
City _____ Phone _____
Subdivision _____ Account # _____
Cycle/Rt # _____
Lot # _____ Street # _____ Project # _____

PLACED INTO ESCROW FOR A TWO YEAR
MAINT. AGREEMENT.

PAID:

Miscellaneous \$ 700.00
Water \$ _____
Sewer \$ _____
Meter Set \$ _____
Deposit \$ _____
TOTAL \$ 700.00

✓ #8361

BY: B. NOGGLE *B. No* DATE: 2/28/06

24 HOUR ADVANCED NOTICE REQUIRED BEFORE PICK UP.

Southeast Regional – Winter Park: (407) 665-2767

Greenwood – Lake Mary: (407) 321-0349

Operating Hours 8:00 am – 3:00 pm

UTILITY AGREEMENT/OFFICE USE ONLY

BCC APPROVED _____

PLACED IN ESCROW X

WHITE/OFFICE

GREEN/FINANCE

CANARY/DEPOSIT

PINK/CONSUMER

GOLD/DEVELOPMENT FILE

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Release of the original Water & Sewer Maintenance Agreement with Letter of Credit for the Project known as Regal Pointe Park Lot 3

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve the Release of the original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of \$735.00 for the project known as Regal Pointe Park Lot 3.

District 5 Brenda Carey

Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Maintenance Letter of Credit #8036941261-8599 dated 4/20/2006 (Suncor Properties Inc.) in the amount of \$735.00 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Regal Pointe Park Lot 3.

STAFF RECOMMENDATION:

Staff recommends the Board to approve the release of the original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of \$735.00 for the project known as Regal Pointe Park Lot 3.

ATTACHMENTS:

1. Original Agreement w/ LOC and Request Release Letter

Additionally Reviewed By: No additional reviews

SUNCOR

PROPERTIES, INC.

March 14, 2008

Via fax: 407-665-2019
Original mailed

Seminole County
Environmental Services Dept.
500 W. Lake Mary Blvd.
Sanford, Fl. 32773

Attention: Becky Noggle

RE: PROJECT NAME: REGAL POINTE PARK LOT 3/DISTRICT #5
LOC#: 8036941261-8599/WATER AND MAINTENANCE AGREEMENT

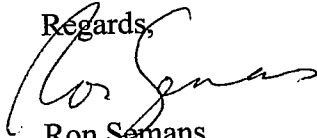
Please let this letter serve as a formal request for the Letter of Credit or Bond to be sent to Suncor as required by the Land Development Code.

As of 3/10 there were no deficiencies and the Board of City Commissioners will release the Loc/Bond through a regular Board Session.

It is our understanding that this will occur in May or June since there is a 30 day waiting period.

Thank you for your cooperation in this matter.

Regards,



Ron Semans
Vice President

541 North Palmetto Ave. Suite 105 ♦ Sanford, FL 32771
Ph: (407) 688-7644 ♦ Fax: (407) 688-7920

ENVIRONMENTAL SERVICES DEPARTMENT



March 11, 2008

Suncor Properties, Inc.
541 N Palmetto, Suite 105
Sanford, FL 32771

Re: Maintenance Agreement w/ LOC

Project Name: Regal Pointe Park Lot 3
LOC# 8036941261-8599
Amount: \$735.00
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 **03/10/08** 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 **03/10/08**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

Please send request for release of 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

MAINTENANCE AGREEMENT
(Water and Sewer Improvements)

THIS AGREEMENT is made and entered into this 20th day of April, 2006, between SUNCOR PROPERTIES, INC., hereinafter referred to as "PRINCIPAL" and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain water and sewer improvements, including water lines, sewer lines, lift stations and other appurtenances in that certain subdivision described as REGAL POINTE PARK Lot 3 as recorded in Plat Book _____ Pages _____, Public Records of Seminole County, Florida, hereinafter referred to as the "Plat"; and

WHEREAS, the aforesaid water and sewer improvements were made pursuant to certain plans and specifications dated MAY 15, 2005 (as subsequently revised or amended on N/A, 20—) and filed with the COUNTY Department of Environmental Services; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said water and sewer improvements and to maintain said water and sewer improvements for a period of two (2) years from APRIL 15, 2006; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY, a certain Irrevocable Letter of Credit No. _____ Issued by Colonial Bank, in the sum of SEVEN HUNDRED THIRTY-FIVE DOLLARS (\$ 735⁰⁰).

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

PRINCIPAL, its heirs, executors, successors, and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of SEVEN HUNDRED THIRTY-FIVE DOLLARS (\$ 735⁰⁰) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid water and sewer improvements and maintain said water and sewer improvements for a period of two (2) years from APRIL 20, 2006, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall correct said defect.

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

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

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

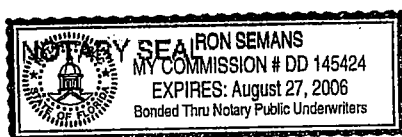
ATTEST:

X [Signature]
By ROBERT HORMAN

(CORPORATE SEAL)

Date: _____

I HEREBY CERTIFY that, on this 2 day of MAY, 2006, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT HORMAN and _____, as President and Secretary, respectively, of SUNCOR PROPERTIES, INC., a Corp organized under the laws of the State of Florida, who are personally known to me or who have produced _____ 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.



[Signature]
Notary Public Signature

WITNESSES:

[Signature]

DEPARTMENT OF PUBLIC WORKS
UTILITIES DIVISION
SEMINOLE COUNTY, FLORIDA

[Signature]
Utilities Manager

Date: 11/3/07

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.

E. D. C.

State Certified

GENERAL CONTRACTOR

2009 LONGWOOD-LAKE MARY RD. STE. 1015 LONGWOOD, FL 32750

PH: 407-771-4442 FX: 407-771-4452

April 26, 2006

Becky Noogle
Seminole County Environmental Dept.
500 W. Lake Mary Blvd.
Sanford, Fl 32773

RE: REGAL POINTE PARK ROW UTILITIES

Dear Becky:

Based on my experience the cost to replace the utility pipes, including removing and replacing the asphalt would be \$7,350.

Sincerely yours,

Lee Munizzi



As President

40' P.P.R @ \$100 LF = \$4,000

Asphalt + Supervision = \$3,350

IRREVOCABLE LETTER OF CREDIT
(For Maintenance Agreement – Water and Sewer Improvements)

Seminole County Environmental Dept.
500 W. Lake Mary Blvd.
Sanford, FL 32773

Colonial Bank, N.A.
4699 Lake Mary Blvd.
Lake Mary, FL 32746

Date: 04/28/06

Re: Irrevocable Letter of Credit # 8036941261-8599

Dear Commissioners:

By order of **Suncor Properties, Inc.**, we hereby establish an Irrevocable Letter of Credit in your favor. We hereby authorize you to draw on **Colonial Bank, N.A.** up to an aggregate amount of Seven-hundred, thirty-five dollars-- available by your drafts at sight accompanied by a signed statement of the Board of County Commissioners that the Maintenance Agreement dated April 20, 2006, between **Suncor Properties, Inc.** and Seminole County is in default.

Drafts must be drawn and negotiated on or before **April 28, 2008**, and each draft must state that it is drawn under Irrevocable **Letter of Credit No. 8036941261-8599** of **Colonial Bank** dated **April 28, 2006**, and the amount thereof endorsed on this Letter of Credit. The Bank agrees to you no later than forty-five (45) days preceding an expiration date that it chooses not to renew the Letter of Credit, in which case, the County shall be entitled to demand and receive the outstanding amount of money represented by this Letter of Credit. In the event of a draw based on expiration of this Letter of Credit, the proceeds shall be held by Seminole County as a Cash Bond to secure continued adherence to the terms of the Maintenance Agreement with **Suncor Properties, Inc.**

Upon lender of Payment, you will release to the Bank the original Irrevocable Letter of Credit marked "Cancelled". In any event, upon expiration or at any time after the completion of the Maintenance Agreement dated April 20, 2006, and the completion of **Suncor Properties, Inc.** obligations thereunder, you will return the original Irrevocable Letter of Credit to this Bank marked "Cancelled".

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

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

This Letter of Credit sets forth in full the terms of our undertaking and such shall not, in any way, be amended by reference herein to any agreement, and any such reference shall not be deemed to incorporate herein by reference any document or agreement other than the Maintenance Agreement dated April 30, 2006 and referenced herein.

Very truly yours,

By: Debra A Bennett
Debra A Bennett, County President

ATTEST:

Tim Whitefield
Tim Whitefield, Vice President

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Release of the original Water & Sewer Maintenance Agreement with Letter of Credit for the project known as The Gathering Place Worship Center

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve the Release of the original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of \$2,900.00 for the project known as The Gathering Place Worship Center.

District 5 Brenda Carey

Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Maintenance Agreement w/ Letter of Credit #119 dated 4/07/2006 in the amount of \$2,900.00 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as The Gathering Place Worship Center.

STAFF RECOMMENDATION:

Staff recommends the Board to approve the release of the original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of \$2,900.00 for the project known as The Gathering Place Worship Center.

ATTACHMENTS:

1. Original Maint Agreement w/ LOC and Release Request Letter

Additionally Reviewed By: No additional reviews

THEGATHERINGPLACE

LOVE GOD » LOVE PEOPLE » LIVE LIFE

Becky Noggle
Seminole County
500 West Lake Mary Blvd.
Sanford, FL 32773

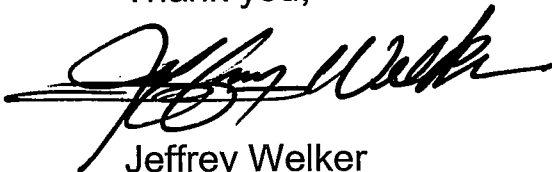
Dear Becky:

We are requesting the release of our \$2900.00 Maintenance Bond for the project: The Gathering Place Worship Center, LOC# 119, District #5.

As of March 10, 2008, the Seminole County Water & Sewer Inspector found no deficiencies or problems with our system.

If you have any questions, please do not hesitate to call me at 407-324-0200.

Thank you,



Jeffrey Welker
Treasurer

ENVIRONMENTAL SERVICES DEPARTMENT



March 11, 2008

The Gathering Place Worship Center, Inc.
1701 Orange Blvd
Sanford, FL 32771

Re: Maintenance Agreement w/ LOC

Project Name: The Gathering Place Worship Center
LOC# 119
Amount: \$2,900.00
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 03/10/08 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 03/10/08, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

Please send request for release of 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

MAINTENANCE AGREEMENT
(Water and Sewer Improvements)

THIS AGREEMENT is made and entered into this 30 day of March, 2006 between The Gathering Place Worship Center, Inc. hereinafter referred to as "PRINCIPAL" and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain water and sewer improvements, including water lines, sewer lines, lift stations and other appurtenances in that certain subdivision described as 1701 Orange Blvd., Sanford as recorded in Plat Book _____ Pages _____, Public Records of Seminole County, Florida, hereinafter referred to as the "Plat"; and FL 32771

WHEREAS, the aforesaid water and sewer improvements were made pursuant to certain plans and specifications dated Aug, 2004 (as subsequently revised or amended on _____, 20____) and filed with the COUNTY Department of Environmental Services; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said water and sewer improvements and to maintain said water and sewer improvements for a period of two (2) years from April 7, 2006; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY, a certain Irrevocable Letter of Credit No. _____ Issued by Bank First in the sum of \$2,900.00 DOLLARS (\$2900.00).

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

PRINCIPAL, its heirs, executors, successors, and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of twenty nine hundred DOLLARS (\$2900.00) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid water and sewer improvements and maintain said water and sewer improvements for a period of two (2) years from April 7, 2006 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall correct said defect.

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

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

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

ATTEST:

(CORPORATE SEAL)

By:

Date:

[Signature]
Quiter Hei

3/30/06

I HEREBY CERTIFY that, on this 30 day of March 2006, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Sami Hinn and Erica Hinn, as President and Secretary, respectively, of The Gathering Place, a corp., organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification and that they did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

NOTARY SEAL



Faye M Ting
My Commission DD115898
Expires July 09, 2008

[Signature]
Notary Public Signature

WITNESSES:

Becky Noyke
Maureen Wilcox

DEPARTMENT OF PUBLIC WORKS
UTILITIES DIVISION
SEMINOLE COUNTY, FLORIDA

[Signature]
Utilities Manager

Date:

4/12/06

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda Items and approved on April 2, 1997.



IRREVOCABLE LETTER OF CREDIT NO. 119

DATE: April 4, 2006

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

APPLICANT: The Gathering Place Worship Center, Inc.
1701 Orange Blvd.
Sanford, FL 32771

EXPIRY DATE: June 7, 2008

AMOUNT: \$2,900.00 USD

By order of The Gathering Place Worship Center, Inc., we hereby establish our Irrevocable Standby Letter of Credit Number 119 in your favor. We hereby authorize you to draw upon BankFIRST up to an aggregate amount of TWO THOUSAND NINE HUNDRED DOLLARS (\$2,900.00 USD) available by your drafts at sight accompanied by a signed statement of the Board of County Commissioners that the Maintenance Agreement dated April 7, 2006 between The Gathering Place Worship Center, Inc. and Seminole County is in default.

Drafts must be drawn and negotiated on or before June 7, 2008 and each draft must state that it is drawn under Irrevocable Letter of Credit #119 of BankFIRST dated April 4, 2006 and the amount thereof endorsed on this Letter of Credit. The Bank agrees that this Letter of Credit shall automatically renew itself for successive one year periods unless the Bank shall give notice to you no later than forty five (45) days preceding an expiration date that it chooses not to renew the Letter of Credit. In which case, the County shall be entitled to demand and receive the outstanding amount of money represented by this Letter of Credit. In the event of a draw based on expiration of this Letter of Credit, the proceeds shall be held by Seminole County as a Cash Bond to secure continued adherence to the terms of the Maintenance Agreement with The Gathering Place Worship Center, Inc.

Upon tender of payment, you will release to the Bank the original Irrevocable Letter of Credit marked "CANCELLED". In any event, upon expiration or at any time after the completion of the Maintenance Agreement dated April 7, 2006 and the completion of The Gathering Place Worship Center, Inc.'s obligations thereunder, you will return the original Irrevocable Letter of Credit to this Bank marked "CANCELLED".

We hereby engage with drawers, endorsers and bona fide holders of all drafts drawn under and in compliance with the terms of this credit, that such drafts will be duly honored upon presentation to the Bank. All drafts must be made at our counters at 1031 W Morse Blvd., Suite 160, Winter Park, FL 32789.

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

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not, in any way, be amended by reference herein to any agreement, and any such reference shall not be deemed to incorporate herein by reference any document or agreement other than the Maintenance Agreement dated April 7, 2006 and referenced herein.

Except insofar as otherwise expressly stated, this documentary credit is subject to the International Standby Practices (ISP 98) as published by the International Chamber of Commerce number 590.

Very truly yours,

BankFIRST

Crystal Hartman
Vice President Credit Department Manager

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of the original Water & Sewer Maintenance Agreement with Letter of Credit for the project known as Wilson Park

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve the Release of the original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of \$31,329.91 for the project known as Wilson Park.

District 5 Brenda Carey

Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Maintenance Letter of Credit #F847802 dated 1/31/2006 (M/I Homes) in the amount of \$31,329.91 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Wilson Park.

STAFF RECOMMENDATION:

Staff recommends the Board to approve the release of the original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of \$31,329.91 for the project known as Wilson Park.

ATTACHMENTS:

1. Original Agreement w/ LOC and Release Request Letter

Additionally Reviewed By: No additional reviews



Columbus/Cincinnati, Ohio

Indianapolis, Indiana

Tampa Bay/Orlando/West Palm Beach, Florida

Charlotte/Raleigh, North Carolina

Washington D.C.

March 13, 2008

Mrs. Becky Noggle
Seminole County Environmental Services
500 W. Lake Mary Blvd.
Sanford, FL 32773

Subject: Release of Maintenance LOC for Wilson Park

Dear Mrs. Noggle;

This is a request to release the Maintenance LOC# F847802. This Maintenance LOC in the amount of \$31,329.91 was required per the Maintenance Agreement for Wilson Park. Please let me know when the LOC release is scheduled on the BCC agenda. You can contact me at 407-531-5100.

Sincerely,

Katie Anderson
Land Development Coordinator
M/I Homes of Orlando

cc: File

ENVIRONMENTAL SERVICES DEPARTMENT



March 10, 2008

M/I Homes of Orlando
300 Colonial Center Pkwy
Suite 200
Lake Mary, FL 32746

Re: Maintenance Agreement w/ LOC

Project Name: Wilson Park
LOC# F847802
Amount: \$31,329.91
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 **03/10/08** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Letter of Credit.

As of **03/10/08** 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 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
Utilities Inspector

c: Project File

MAINTENANCE AGREEMENT
(Water and Sewer Improvements)

THIS AGREEMENT is made and entered into this 13th day of January, 2006, between M/T Homes of Orlando, LLC, hereinafter referred to as "PRINCIPAL" and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain water and sewer improvements, including water lines, sewer lines, lift stations and other appurtenances in that certain subdivision described as Wilson Park, as recorded in Plat Book _____ Pages _____, Public Records of Seminole County, Florida, hereinafter referred to as the "Plat"; and

WHEREAS, the aforesaid water and sewer improvements were made pursuant to certain plans and specifications dated September 13, 2004 (as subsequently revised or amended on _____, 20____) and filed with the COUNTY Department of Environmental Services; and

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

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY, a certain Irrevocable Letter of Credit No. _____ issued by _____, in the sum of Thirty-one _____ DOLLARS (\$31,329.91)

Thousand Three Hundred Twenty-nine and 91/100

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

PRINCIPAL, its heirs, executors, successors, and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of Thirty-one Thousand _____ DOLLARS (\$31,329.91) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid water and sewer improvements and maintain said water and sewer improvements for a period of two (2) years from January 31, 2006 then this obligation shall be null and void, otherwise it shall remain in full force and effect. Three Hundred Twenty-nine and 91/100

The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall correct said defect.

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

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

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

ATTEST:

M/I Homes of Orlando, LLC

By: [Signature]

Eric K. Wills

Vice President - Land Acquisition &

Date: 1-13-06 Development

(CORPORATE SEAL)

I HEREBY CERTIFY that, on this 13 day of Jan, 2006, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Eric Wills and _____, as President and Secretary, respectively, of M/I Homes of Orlando, LLC, a corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification and that they did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

NOTARY SEAL



[Signature]
Notary Public Signature

WITNESSES:

[Signature]
[Signature]

DEPARTMENT OF PUBLIC WORKS
UTILITIES DIVISION
SEMINOLE COUNTY, FLORIDA

[Signature]
Utilities Manager

Date: 1/24/06

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda Items and approved on April 2, 1997.

SUNTRUST

LETTER OF CREDIT NUMBER F847802

ISSUANCE DATE: JANUARY 18, 2006

APPLICANT:

M/I HOMES OF ORLANDO, LLC
3 EASTON OVAL, SUITE 500
COLUMBUS, OHIO 43219

BENEFICIARY:

SEMINOLE COUNTY BOARD OF COUNTY
COMMISSIONERS
1101 EAST FIRST STREET
SANFORD, FL 32771

FOR USD 31,329.91

(THIRTY ONE THOUSAND THREE HUNDRED TWENTY NINE 91/100 U.S.
DOLLARS)

DATE OF EXPIRATION: MARCH 31, 2008

PLACE OF EXPIRATION: AT OUR COUNTERS

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. F847802
IN YOUR FAVOR FOR ACCOUNT OF THE ABOVE-REFERENCED APPLICANT
AVAILABLE BY YOUR DRAFTS DRAWN ON US PAYABLE AT SIGHT FOR ANY SUM
OF MONEY NOT TO EXCEED A TOTAL OF THE AMOUNT REFERENCED ABOVE
WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND THE FOLLOWING
DOCUMENT:

A SIGNED STATEMENT OF THE SEMINOLE COUNTY BOARD OF COUNTY
COMMISSIONERS THAT "THE MAINTENANCE AGREEMENT DATED JANUARY 13,
2006, BETWEEN M/I HOMES OF ORLANDO, LLC AND SEMINOLE COUNTY IS IN
DEFAULT."

THIS LETTER OF CREDIT SHALL AUTOMATICALLY RENEW ITSELF FOR
SUCCESSIVE ONE YEAR PERIODS UNLESS THE BANK SHALL GIVE NOTICE TO
YOU NO LATER THAN FORTY-FIVE (45) DAYS PRECEDING AN EXPIRATION
DATE THAT IT CHOOSES NOT TO RENEW THE LETTER OF CREDIT, IN WHICH
CASE, THE COUNTY SHALL BE ENTITLED TO DEMAND AND RECEIVE THE
OUTSTANDING AMOUNT OF MONEY REPRESENTED BY THIS LETTER OF CREDIT.
IN THE EVENT A DRAW BASED ON EXPIRATION OF THIS LETTER OF CREDIT
THE PROCEEDS SHALL BE HELD BY SEMINOLE COUNTY AS A CASH BOND TO
SECURE CONTINUED ADHERENCE TO THE TERMS OF THE MAINTENANCE
AGREEMENT WITH M/I HOMES OF ORLANDO, LLC.

UPON TENDER OF PAYMENT, YOU WILL RELEASE TO THE BANK THE ORIGINAL

CONTINUED ON NEXT PAGE

SUNTRUST

LETTER OF CREDIT NUMBER F847802

PAGE NO. 2

IRREVOCABLE LETTER OF CREDIT MARKED "CANCELLED," IN ANY EVENT, UPON EXPIRATION OR AT ANY TIME AFTER THE COMPLETION OF THE MAINTENANCE AGREEMENT DATED JANUARY 13, 2006, AND THE COMPLETION OF M/I HOMES OF ORLANDO, LLC OBLIGATIONS THEREUNDER, YOU WILL RETURN THE ORIGINAL IRREVOCABLE LETTER OF CREDIT TO THIS BANK MARKED "CANCELLED."

IF THE BOARD OF COUNTY COMMISSIONERS INITIATES SUIT UNDER THIS LETTER OF CREDIT, THE BANK HEREBY AGREES TO BE RESPONSIBLE FOR SEMINOLE COUNTY'S COURT COSTS AND REASONABLE ATTORNEYS FEES, BUT THE BANK SHALL NOT BE RESPONSIBLE FOR ANY ATTORNEYS FEES IN EXCESS OF FIFTEEN PERCENT (15%) OF THE AGGREGATE AMOUNT OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT, IN ANY WAY, BE AMENDED BY REFERENCE HEREIN TO ANY AGREEMENT, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR AGREEMENT OTHER THAN THE MAINTENANCE AGREEMENT DATED JANUARY 13, 2006, AND REFERENCED HEREIN.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION 500.

ALL DOCUMENTS ARE TO BE REMITTED TO:
SUNTRUST BANK, INTERNATIONAL DIVISION
ATTN: LETTER OF CREDIT DEPARTMENT
25 PARK PLACE, 16TH FLOOR, MC 3706
ATLANTA, GEORGIA 30303

PLEASE DIRECT ALL INQUIRIES TO:
PHONE: 800-951-7847 OPTION 3.

SINCERELY,
SUNTRUST BANK


AUTHORIZED SIGNATURE

105

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Certificate of Public Convenience and Necessity

DEPARTMENT: Environmental Services

DIVISION: Solid Waste Management

AUTHORIZED BY: John Cirello

CONTACT: Richard Meinert

EXT: 2251

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Certificate of Public Convenience and Necessity for Keller Outdoor, Inc.

County-wide

Richard Meinert

BACKGROUND:

Chapter 235 of the Seminole County Code authorizes the Board to regulate the collection and disposal of waste in the unincorporated county. The above company has complied with the requirements as set forth in the Seminole County Code and has requested a Certificate of Public Convenience and Necessity (COPCN) from Seminole County to perform commercial collection services of waste in the unincorporated areas of Seminole County.

This firm has provided an application that indicates that they only provide recyclables collection services. Staff has verified this information through follow up investigation. This firm has provided insurance information that complies with the recent amendments to Chapter 235 of the Seminole County Code.

Firms that collect only C&D Debris, Special Wastes, or Recyclables are not required to obtain a non-exclusive commercial solid waste collection franchise. These firms are required to obtain COPCNs.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize Chairman to execute Certificate of Public Convenience and Necessity for Keller Outdoor, Inc.

ATTACHMENTS:

1. Certificate of Convenience

Additionally Reviewed By:

☒ County Attorney Review (Susan Dietrich)

ENVIRONMENTAL SERVICES DEPARTMENT
SOLID WASTE MANAGEMENT DIVISION



LET IT BE KNOWN, the holder of this Certificate of Public Convenience and Necessity ("the Holder") has read and agreed to comply with the requirements and standards of service set forth in Seminole County Code Chapter 235, and all other local, state and federal regulations that apply to the proper collection and disposal of waste. The Holder has acknowledged that failure to comply with any or all of the standards or requirements set forth in Seminole County Code Chapter 235 will result in termination of this Certificate of Public Convenience and Necessity.

Company Name: Keller Outdoor, Inc.

Street Address: 451 County Road 15 (Monroe Rd.)

City, State & Zip: Sanford, Florida 32771

Type of Operation: Commercial Services: Construction & Demolition Debris;
Special Waste: Yard Waste

This Certificate of Public Convenience and Necessity is valid from October 1, 2007 through September 30, 2008, and is applicable to Commercial Collection Service in the unincorporated County only.

ATTEST:

Board of County Commissioners
Seminole County, Florida

Maryanne Morse

By: _____

Brenda Carey, Chairman

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

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

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 possess a COPCN issued by the Board of County Commissioners. The COPCN is **valid from October 1, 2007 through September 30, 2008.**

Please complete all application items enclosed and return with a check to cover the \$100.00 application fee and \$20.00 for each vehicle identified on the Vehicle Identification List form included. Make checks payable to Seminole County BCC-COPCN and mail to Carol Norwood, Solid Waste Management Division, 1950 State Road 419, Longwood, Florida 32750. Firms not meeting these requirements will no longer be authorized to work in Seminole County. If you have any questions, please contact Carol Norwood at 407-665-2257.

Date: September 5, 2007

Company Name: Keller Outdoor, Inc.
(Ensure corporate name matches name filed with Florida Department of State, Division of Corporations)

Mailing Address: 451 C.R. 15 (Monroe Rd)

City: Sanford State: FL Zip: 32771

Site Street Address: 451 C.R. 15 (Monroe Rd)

City: Sanford State: FL Zip: 32771

Contact Person: Tami Ostendorf Phone: 407-330-2750 FAX: 407-330-7733

Email Address: tostendorf@kelleroutdoorfla.com

Owner/Stockholders/5% or more: Bobby S. Keller 50% - President
Richard S. Keller 50% - Vice President

List Prior Companies & Forms of Business: None

Person responsible for quarterly reports: <u>Tami M Ostendorf</u> Phone: <u>407-330-2750</u>
Email Address: <u>tostendorf@kelleroutdoorfla.com</u>

Statement of Capability and Financial Responsibility

I certify that Keller Outdoor, Inc. is capable of performing the service(s) applied for and is Financially Responsible.

Bobby S. Keller
Signature

9-5-07
Date

Bobby S. Keller
Print Name above

RCVD 10-01-07

Seminole County
Certificate of Public Convenience and Necessity

TYPE OF OPERATION

Does your company collect waste in unincorporated Seminole County?

If yes, please complete information below.

COLLECTION SERVICES:

Materials Collected

SOLID WASTE:

- | | |
|-------------|-----------|
| • Furniture | <u>NO</u> |
| • Garbage | <u>NO</u> |
| • Rubbish | <u>NO</u> |
| • Sludge | <u>NO</u> |

CONSTRUCTION & DEMOLITION DEBRIS:

- | | |
|-----------------------------|------------|
| • Concrete, brick and fines | <u>Yes</u> |
| • Wood | <u>Yes</u> |
| • Land Clearing Debris | <u>Yes</u> |
| • Asphalt | <u>Yes</u> |
| • Drywall | <u>Yes</u> |
| • Roofing Shingles | <u>Yes</u> |

RECYCLABLE MATERIALS:

- | | |
|------------------------|-----------|
| • Newspaper | <u>NO</u> |
| • Glass | <u>NO</u> |
| • Aluminum Cans | <u>NO</u> |
| • Plastic Bottles | <u>NO</u> |
| • Steel Cans | <u>NO</u> |
| • Other Plastics | <u>NO</u> |
| • Ferrous Metals | <u>NO</u> |
| • Non-Ferrous Metals | <u>NO</u> |
| • Corrugated Cardboard | <u>NO</u> |
| • Office Paper | <u>NO</u> |
| • Food Waste | <u>NO</u> |
| • Textiles | <u>NO</u> |
| • Other (specify) | |

SPECIAL WASTE

- | | |
|-------------------|------------|
| • Yard Trash | <u>Yes</u> |
| • White Goods | <u>NO</u> |
| • Tires | <u>NO</u> |
| • Other (specify) | <u>NO</u> |

HAZARDOUS WASTE:

- | | |
|----------------------|-----------|
| • Biological Waste | <u>NO</u> |
| • Biohazardous Waste | <u>NO</u> |
| • Other (specify) | <u>NO</u> |

Does your company operate a waste management facility in unincorporated Seminole County?

If yes, please complete information below.

FACILITY:

Address:

City

Zip

- | | |
|------------------------------|------------|
| • Equipment Parking and / or | <u>N/A</u> |
| • 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

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: Keller Outdoor, Inc.

I/We have received and read Chapter 235 of the Seminole County Code. I/We fully understand that I/We must abide by and incorporate the requirements and standards of service set forth in this chapter in each agreement to provide service in Seminole County. I/We understand that failure to comply with any or all of the standards or requirements set forth in Chapter 235 of the Seminole County Code will result in termination of the Certificate of Public Convenience and Necessity.

Owner: Bobby S. Keller Date: 9/5/07
Signature

Print Name Bobby S. Keller Date: 9/5/07

Notary Ruth A. Johnson Date: 9/5/07
Signature

Print Name Ruth A. Johnson Date: 9/5/07

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: Keller Out door, Inc.

YEAR	MAKE	MODEL	TYPE (roll-off, etc.)	TAG NUMBER	FLEET ID NUMBER	DECAL NUMBER For County Use Only
2005	max	CV-713	Roll-off	N48 78I	50	
2005	max	CV-713	Roll-off	N48 79I	51	
2006	max	CV-713	Roll-off	N31 51I	53	
2006	max	CV-713	Roll-off	N76 44I	56	
2006	max	CV-713	Roll-off	N64 04J	58	
2005	Ford	F550	Roll-off	C21 4LD	52	
1999	Ford	F550	Roll-off	N35 00D	35	

Total number of vehicles:

7

X 20.00 per vehicle

20.00

Sum:

140.00

Make copies as necessary

Seminole County
Certificate of Public Convenience and Necessity
AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF Florida
COUNTY OF Seminole

COMES NOW, Bobby S. Keller, being first duly sworn, who deposes and says:

- (1) That he/she is the President, an officer
of Keller Outdoor, Inc. corporation existing under
the laws of the State of Florida;
- (2) That he/she is authorized to execute the Certificate Of Public Convenience And Necessity
Application on behalf of the above named corporation; and
- (3) That this Affidavit is made to induce Seminole County to issue a Certificate of Public Convenience
and Necessity for solid waste commercial collection services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

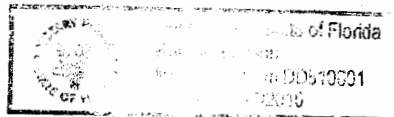
Bobby S. Keller, Affiant

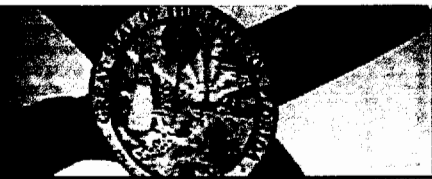
The following Affidavit was signed, acknowledged and sworn to by Bobby S. Keller

_____ before me this 27 day of Sept, 20 07

[Signature]
Notary Public, State of Florida

My commission expires: _____





[Previous on List](#)

[Next on List](#)

[Return To List](#)

[Events](#)

[No Name History](#)

[Entity Name Search](#)

Detail by Entity Name

Florida Profit Corporation

KELLER OUTDOOR, INC.

Filing Information

Document Number K56177
FEI Number 592921206
Date Filed 12/28/1988
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 10/19/1999
Event Effective Date NONE

Principal Address

COUNTY ROAD 15-451
SANFORD FL 32771

Mailing Address

COUNTY ROAD 15-451
SANFORD FL 32771

Registered Agent Name & Address

KELLER, BOBBY S.
171 S PHELPS AVE
WINTER PARK FL 32789 US

Address Changed: 01/17/2007

Officer/Director Detail

Name & Address

Title PD

KELLER, BOBBY S
171 S PHELPS AVE
WINTER PARK FL 32789

Title VD

KELLER, RICHARD S
2231 PARK MAITLAND COURT
MAITLAND FL 32751

Annual Reports

Report Year Filed Date

2005 05/03/2005

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID KF KELLE-1	DATE (MM/DD/YYYY) 03/27/08
PRODUCER Brown & Brown of Florida, Inc. 2600 Lake Lucien Dr., Ste. 330 Maitland FL 32751-7234 Phone: 407-660-8282 Fax: 407-660-2012		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 Keller Outdoor, Inc. 1221 Indiana Avenue Winter Park FL 32789		INSURERS AFFORDING COVERAGE INSURER A: Amerisure Companies INSURER B: Travelers Ins. Co. INSURER C: INSURER D: INSURER E:	NAIC # 19488

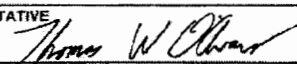
COVERAGES

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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL2031839	09/09/07	09/09/08	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	CA 2031837	09/09/07	09/09/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	CU 2031840 02	09/09/07	09/09/08	EACH OCCURRENCE \$ 7,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 7,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC-2039495-01	09/09/07	09/09/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Rented & Leased Equipment	QT-660-1062CS08-TIL-06	09/09/07	09/09/08	Limit Occ \$500,000 ACV-Ded \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Seminole County, officials, officers and employees are listed as additional insured with respects to general and auto liability. Insurance is Primary & Non Contributory including Products and Completed Operations This insurance is in full compliance with the insurance requirements of Chapter 235 Seminole County Code. Umbrella follows forms. *10 days for non pay.

CERTIFICATE HOLDER <div style="text-align: right;">SEMIN11</div> Seminole County 1101 E. 1st. St. Sanford, FL 32771	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ADVISE BY 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 
--	--

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Domestic Preparedness Homeland Security Grant Program - Memorandum of Understanding

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT: 7125

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Memorandum of Understanding with the Florida Division of Emergency Management in acceptance of \$353,641.00 in equipment towards domestic preparedness.

County-wide

Jennifer Bero, Tim Nicholson

BACKGROUND:

The US Department of Homeland Security made available 2003 Domestic Preparedness Grant funds to the Florida Division of Emergency Management. These funds were designated for planning, equipment, training, exercise, and management/administrative purchases and activities in Domestic Preparedness. In 2005, Seminole County received equipment under this program which included a tow vehicle, a Mass Casualty Incident (MCI) trailer, and miscellaneous equipment to be stocked in the trailer.

The Florida Division of Emergency Management is allocating additional dollars towards the purchase of additional equipment for the trailer. The new allocation is raising the total grant award amount from \$115,768.00 to \$353,641.00. The equipment will be used to prevent, deter, respond to, and recover from incidents of terrorism and other MCI's.

For the equipment to be received, the Board must approve and authorize the Chairman to execute a Memorandum of Understanding (MOU). This MOU supersedes all other agreements approved under the 2003 Domestic Preparedness Grant Program.

A budget amendment request to recognize the value of the equipment and supplies will be presented for approval upon its complete delivery.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Memorandum of Understanding with the Florida Division of Emergency Management in acceptance of \$353,641.00 in equipment towards domestic preparedness.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

- ☒ Budget Review (Lisa Spriggs)
- ☒ County Attorney Review (Arnold Schneider)

**MEMORANDUM OF UNDERSTANDING
FOR EXPENDITURE OF RECIPIENT FUNDING
FROM 2003 DOMESTIC PREPAREDNESS GRANT
STATE HOMELAND SECURITY GRANT PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between **Seminole County Board of County Commissioners** ("Recipient") and the **Florida Division of Emergency Management** ("FDEM").

WHEREAS, the U.S. Department of Homeland Security, Office of Grants and Training has made available 2003 Domestic Preparedness Grant funds to the Florida Division of Emergency Management ("FDEM"), as the State of Florida's State Administrative Agency under federal grant guidelines, which funds are designated to be used for planning, equipment, training, exercise and management and administrative Purchases and activities in Domestic Preparedness.

WHEREAS, the 2003 Homeland Security Grant Program ("SHSGP"), is a portion of the 2003 Domestic Preparedness Grant and provides funds to enhance the capability of the State and Recipients to prevent, deter, respond to, and recover from incidents of terrorism; and

WHEREAS, the 2003 Domestic Preparedness Grant guidelines require that, if the State retains a portion of said grant funds on behalf of a Recipient, the State must enter into a Memorandum of Understanding ("MOU") with the Recipient, specifying the amount of funds to be retained by the State for Purchase of the below identified equipment ("the Purchases"); and

WHEREAS, this MOU supersedes and replaces any previous MOU which may have been executed by either or both of the parties with respect to purchases of equipment or supplies paid out of the 2003 Homeland Security Grant program; and

WHEREAS, the State and the Recipient have used the State of Florida's State Homeland Security Strategies as the basis for the allocation of 2003 SHSGP funds to meet prioritized needs to enhance and refine their preparedness efforts, and have received state and federal approval for the allocation and expenditure of said funds as designated herein.

NOW THEREFORE, in consideration of the mutual promises and conditions herein contained, the parties agree to the following terms:

1. The Recipient requests that the State, through FDEM, retain the amount of **\$353,641** ("Grant Fund Amount"), as a portion of the Recipient's allocation of the SHSGP portion of the 2003 Domestic Preparedness Grant, for the Purchases identified below to be made by the State on behalf of the Recipient.
2. FDEM, in its administration of the 2003 SHSGP grant funds, agrees to retain and expend the Grant Fund Amount for the Purchases on behalf of the Recipient.
3. The Purchases to be made by FDEM on behalf of the Recipient consist of the planning, organizational, equipment, training, exercise, and/or management and administrative items identified below ("Purchases"), under the authorized 2003 SHSGP activity/activities designated below.
4. Recipient agrees that unless the Recipient is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Memorandum of Understanding, and shall save FDEM harmless against all claims of whatever nature by third parties arising out of the performance of work under this Memorandum of Understanding. For purposes of this Memorandum of Understanding, the Recipient agrees that it is not an employee or agent of FDEM, but is an independent contractor.
5. Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for

its negligent acts or omissions or tortuous acts which result in claims or suits against FDEM, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

6. The Recipient agrees that all notices provided under or pursuant to this Memorandum of Understanding shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the contract representative identified below at the address set forth below and said notification attached to the original of this Memorandum of Understanding:
7. The Recipient shall use the Purchases for the purpose specified in the Florida Strategy, and specifically agrees:
 - a. That upon notification by FDEM, the Recipient shall respond to any and all incidents within its regional response area with the Purchases, and any and all other resources which it has, for so long as the MOU remains in effect, or as may be agreed under the Florida Strategy.
 - b. The Recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the Purchases without the prior written consent of FDEM, nor shall the Recipient use the Purchases for any use other than as specified in the Florida Strategy. Use of the Eligible Equipment shall be monitored by FDEM as set forth in Addendum A to this MOU.

The Recipient agrees to promptly return to FDEM the signed equipment packaging slip(s) acknowledging possession of all the Purchases.

The names and addresses for the FDEM contract managers for this MOU are:

Contract/Financial Activities:

Valerie Lee, Contract Manager
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Phone Number: (850) 413-9821
Email: valerie.lee@em.myflorida.com

Programmatic Activities:

Chuck Hagan, Administrator
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Phone Number: (850) 410-1263
Email: charles.hagan@em.myflorida.com

The name and address of the representative of the Recipient responsible for the administration of this MOU is:

Timothy Nicholson, Battalion Chief
Seminole County Board of County Commissioners
Public Safety Department – EMS/Fire/Rescue Division
1101 East First Street
Sanford, FL 32771
Phone: (407) 665-5025
Email: tnicholson@seminolecountyfl.gov

☐ Planning

Specific program, service, item: _____

☒ **Equipment Acquisition/Scope of Work:**

The Division of Emergency Management purchased and delivered on behalf of the Recipient, (1) Tow Vehicle, (1) MCI Trailer and miscellaneous supplies (Addendum C) stocked in the MCI Trailer. This equipment is part of the FY 2003 ODP Part II.

☐ Training

Specific program, service, item: _____

☐ Exercise

Specific program, service item: _____

☐ Management and Administration: _____

8. FDEM has been approved by the State and the Recipient as the appropriate agency to acquire the items and/or provide the services required for the above-referenced Purchases on behalf of the Recipient.
9. FDEM shall apply the Grant Fund Amount, on behalf of the Recipient, to complete the Purchases identified above within the timeframe(s) required by the 2003 Domestic Preparedness Grant guidelines.
10. FDEM may maintain custody and control of any equipment purchased pursuant to this MOU on behalf of the Recipient and/or transfer said equipment to partnering agencies within the Regional Domestic Security Task Forces to the benefit of all local agencies statewide.
11. The parties agree to comply with state and federal guidelines in the allocation, expenditure and reporting of the use of the Grant Fund Amount.
12. This MOU is effective upon its execution by the parties and may be modified only in writing with execution by both parties. This MOU shall expire five (5) years from the date of execution of this MOU, and shall be automatically renewed for additional five (5) year terms unless notice of termination is sent by one party to the other in accordance with the terms of Paragraph 7 herein.
13. DEBARMENT:

With respect to any Recipient which is not a local government or state agency, and which receives funds under this MOU from the federal government, by signing this MOU the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in this certification; and
4. have not within a five-year period preceding this MOU had one or more public transactions (federal, state or local) terminated for cause or default. Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this MOU. In addition, the Recipient shall submit to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for each prospective subcontractor which Recipient intends to fund

under this MOU. Such form must be received by the Division prior to the Recipient entering into a contract with any prospective subcontractor.

14. AUDIT LANGUAGE:

If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this MOU indicates Federal resources awarded through the Division by this MOU. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph. In connection with the audit requirements addressed in this Paragraph 14, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this Paragraph 14 shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

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

[an electronic copy shall also be submitted to aurilla.parrish@dca.state.fl.us]

And

Florida Division of Emergency Management
Finance and Logistics Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[an electronic copy shall also be submitted to aurilla.parrish@dca.state.fl.us]
And

Florida Division of Emergency Management
Finance and Logistics Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Any reports, management letter, or other information required to be submitted to the Division pursuant to this MOU shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

15. This Memorandum of Understanding contains all the terms and conditions agreed upon by the parties.

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

**SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS:**

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By: _____
Signature

Brenda Carey, Chairman
Name and Title

By: _____
W. Craig Fugate, Director
Division of Emergency Management

Date

Date

ATTEST:

Approved as to form and legality:

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

County Attorney

NOTE:

Addendum B – Equipment Reporting Form (as described in Addendum A) will be transmitted as a separate file
Addendum C – List of Equipment/Supplies Stocked in MCI Trailer List will be transmitted as a separate file

EXHIBIT – 1

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

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

U. S. Department of Homeland Security
97.067
\$353,641

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

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform eligible activities as identified in the Office of Grants and Training Fiscal Year 2003 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.
2. Recipient is subject to all administrative and financial requirements or will be in violation with the terms of the agreement.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Addendum A

Monitoring Procedure for Subgrant Equipment Recipients

Section 1 Conditions for Requirement

- 1.1 For all equipment meeting the following conditions, an 'ODP Sub-Grant Recipients - Major Equipment Items Reporting Form' (Addendum B) must be completed annually and submitted according to Submission Guidelines (Section 2).

Conditions:

- 1.1.a Equipment received through Memorandum of Understanding between the recipient agency and the Division of Emergency Management; and
- 1.1.b Dollar value of item is equal to or greater than \$1,000.00.

Section 2 Submission Guidelines

- 2.1 Prior to December 31 of each year, recipient agency contact as documented in Memorandum of Understanding, is responsible for completing and returning the following documentation to:

Florida Division of Emergency Management
Bureau of Response
Contracts Administration Unit
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100

Documentation:

- 2.1.a Completed attached 'ODP Sub- Grant Recipients – Major Equipment Items Reporting Form' (Addendum B); and
- 2.1.b Digital Photos of item including time and date stamp. Photo requirements as follows:
- i) Minimum of (4) photos, one from each side showing 360° condition of asset:
- boats
 - vehicles
 - trailers
 - robots
 - any motor powered transportable asset
- ii) Minimum (1) one photo, full front view of asset:
- personal protective equipment
 - medical equipment
 - any asset without motor power

Section 3 Exclusions and Limitations

- 3.1 Expired Items
Equipment is considered expired if manufacturer issued expiration date is past and is exempt from the reporting requirement IF an Addendum B reporting form has been submitted to the Florida Division of Emergency Management indicating item is expired. Indicate **EXPIRED** on your response when indicating the present condition of the item; OR
- 3.2 Disposed Items
Items which have been disposed are exempt from the reporting requirement **AFTER**
- a. an Addendum B reporting form has been submitted to the Division of Emergency Management indicating:
- i) the item has been **DISPOSED** of; AND

- ii) the sale price in accordance with Code of Federal Regulations, Title 28, § 66.32, (d)(1); *unless exempt from reporting* under CFR, Title 28, § 66.32 (e)(1) which omits reporting of sale price if under \$5,000.00; OR;
- iii) disposition has been completed in accordance with CFR, Title 28, § 66.32 (c)(4) which allows for trade-in or sale of equipment to off-set price of replacement equipment, subject to approval from the Division of Emergency Management.

- 3.3 **Expended Items**
Items which have been expended are exempt from the reporting requirement **AFTER** an Addendum B reporting form has been submitted to the Division of Emergency Management, indicating **EXPENDED** in the 'Present Condition' column.
- 3.4 **Exempt**
Items which have a dollar value less than \$1,000.00 are exempt from reporting requirements entirely.

Section 4 Federal Compliance

- 4.1 Recipient contact shall sign on the reporting form certifying that he or she has read Title 28, Judicial Administration, and the item(s) is/are being used and maintained in accordance with the following Department of Justice Guidelines as applicable (emphasis added).

Title 28: Judicial Administration § 66.32 Equipment.

(a) The Omnibus Crime Control and Safe Streets Act of 1968, as amended, Public Law 90–351, section 808, requires that the title to all equipment and supplies purchased with section 403 or 1302 (block or formula funds) shall vest in the criminal justice agency or nonprofit organization that purchased the property if it certifies to the State office described in section 408 or 1308 that it will use the property for criminal justice purposes. If such certification is not made, title to the property shall vest in the State office, which shall seek to have the property used for criminal justice purposes elsewhere in the State prior to using it or disposing of it in any other manner.

(b) *States.* A State will use, manage, and dispose of equipment acquired under a grant by the State in accordance with State laws and procedures. **Other grantees and subgrantees will follow paragraphs (c) through (e) of this section.**

(c) *Use.* (1) Equipment shall be used by the grantee or subgrantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

(2) The grantee or subgrantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §66.25(a) to earn program income, the grantee or subgrantee must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.

(4) When acquiring replacement equipment, the grantee or subgrantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the grantee or subgrantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

(1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

(2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

(3) In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take excess and disposition actions.

(f) *Federal equipment.* In the event a grantee or subgrantee is provided federally-owned equipment:

(1) Title will remain vested in the Federal Government.

(2) Grantees or subgrantees will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.

(3) When the equipment is no longer needed, the grantee or subgrantee will request disposition instructions from the Federal agency.

(g) *Right to transfer title.* The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third party named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

(1) The property shall be identified in the grant or otherwise made known to the grantee in writing.

(2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 66.32(e).

(3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property

[53 FR 8068 and 8087, Mar. 11, 1988, as amended by Order No. 1252-88, 53 FR 8068, Mar. 11, 1988; 53 FR 12099, Apr. 12, 1988]

Addendum ODP Sub-Grant Recipients - Major Equipment Items Reporting Form

In compliance with Federal Awards Monitoring requirements of the State Domestic Preparedness Equipment Support and State Homeland Security Grant (SDPES/SHSGP) Programs, we are requesting the following be completed by your office no later than close of business December 31 each calendar year.

Complete the following:

[illegible]

†See Title 28, §66.32, (5)(e)(1 & 2) for Disposition Requirements

Please take clear digital photographs with a camera, that has both time and date features*, (as directed in Section 2) of this asset and e-mail by December 31 to Valerie Lee at the following e-mail address: valerie.lee@em.myflorida.com

Please CC: [Chuck Hagan <Charles.Hagan@em.myflorida.com>](mailto:Charles.Hagan@em.myflorida.com)

* Please be sure that the time and date feature is on, and imprinted on each of the photographs.

I hereby certify that I have read and understood Code of Federal Regulations, Title 28, Judicial Administration, §66.32 Equipment, and that the use and maintenance of this equipment is in compliance with same.

Completed By (Print)

Signature _____

ADDENDUM C - EQUIPMENT/SUPPLIES STOCKED IN MCI TRAILERS

Quantity	Item	Pkgd	Type/Model	Manufacturer	Model	Case	Unit	Regional	Total	2002 FUNDING	STATUS
				Protective Equipment							ORDERED
100	Hooded Chem Suit	each	Level "C"	Dupont Tyvek	Tychem - F	15.00	15.00	1,500.00	10,500.00	10,500.00	ORDERED
50	Gloves	box/100	Nitrile	North	Touch Tuff	16.00	16.00	800.00	5,600.00	5,600.00	ORDERED
200	Gloves		Butyl	North		16.00	33.65	6,730.00	47,110.00	5,600.00	ORDERED
100	PAPR	each	Full Face	3M	Breath Easy	220.00	220.00	22,000.00	154,000.00	77,000.00	ORDERED
100	PAPR	each	Turbo Units	3M	Breath Easy	490.00	490.00	49,000.00	343,000.00	171,500.00	ORDERED
100	PAPR	each	Smart Charger	3M	Breath Easy	140.00	140.00	14,000.00	98,000.00	49,000.00	ORDERED
100	PAPR	each	Breathing Tube	3M	Breath Easy	85.00	85.00	8,500.00	59,500.00	29,750.00	ORDERED
100	PAPR	6/Cs	NBC Filter Cartridges	3M	Breath Easy	202.00	200.00	20,000.00	140,000.00	70,000.00	ORDERED
200	Boots	Pair	Chemical Resistant	Bata	PVC Safety	4.00	4.00	800.00	5,600.00	2,800.00	ORDERED
1000	Coverall	each	Post Decon	Custom	Patient/Victim	10.00	10.00	10,000.00	70,000.00	70,000.00	ORDERED
				Detection Equipment							ORDERED
1	Chem Detection Paper	Pad	M-8	Military		300.00	300.00	300.00	2,100.00	2,100.00	DELIVERED
2	Detection Paper	Roll	M-9	Military		60.00	60.00	120.00	840.00	840.00	DELIVERED
				Medications							ORDERED
1000	Antidote Kit (Atropine & 2PamCl)	30/cs	Mark I	Meridian Med Tech	NSN 6505-01-174-9919	540.00	18.00	18,000.00	126,000.00	126,000.00	ORDERED
20	Antidote Kit	each	Cyanide	Akorn, Inc		245.00	201.34	4,026.80	28,187.60	28,187.60	ORDERED
500	Diazepam	16/cs	Pre-filled Doses	Meridian Med Tech	NSN 6505-01-274-0951	209.25	13.08	6,540.00	45,780.00	45,780.00	ORDERED
				Other Equipment							ORDERED
15	MC O2 Manifold Kit	each	With O2 Supply & Adjuncts	LSI		800.00	1,085.00	16,275.00	113,925.00	113,925.00	DELIVERED
15	Oxygen Tanks "M" Size	each	"M" Size	Allied		175.00	175.00	2,625.00	18,375.00	18,375.00	DELIVERED
150	Body Bags	each	NBC Compatible	Aramco		100.00	100.00	15,000.00	105,000.00	105,000.00	DELIVERED
1	Trailer	each	For Cache Transport	Wells Cargo		20,301.50	20,301.50	20,301.50	142,110.50	142,110.50	ORDERED
20	Litter	each	BC-25223	Reeves		255.80	255.80	5,116.00	35,812.00	35,812.00	DELIVERED
4	All Terrain Stretcher Wheels	each	Raven	Reeves		1,100.00	1,100.00	4,400.00	30,800.00	30,800.00	DELIVERED
20	UHF 256 Channel Radio	each	80-425Fc	Midland		485.00	485.00	9,700.00	67,900.00	0.00	AT STO FOR PROGRAM
20	Battery Charger	each	Included	Midland		0.00	0.00	0.00	0.00	0.00	AT STO FOR PROGRAM
20	Spare Battery	each	Included	Midland		0.00	0.00	0.00	0.00	0.00	AT STO FOR PROGRAM
20	Speaker Mikes	each		Midland		91.00	91.00	1,820.00	12,740.00	0.00	AT STO FOR PROGRAM
20	Swivel Case	each	Included	Midland		0.00	0.00	0.00	0.00	0.00	AT STO FOR PROGRAM
15	Triage Barrier Tape	Rolls		Tr-Con		12.75	12.75	191.25	1,338.75	9,371.25	DELIVERED
500	Triage Tags	25/Pack	Disaster Mgmt Systems	Disaster Mgmt Systems	CBN Waterproof	22.50	0.90	450.00	3,150.00	3,150.00	ON HOLD PER DOH
1	Mass Casualty Kit	1/kit	Disaster Mgmt Systems	Disaster Mgmt Systems	MCI Kit	780.00	780.00	780.00	5,460.00	5,460.00	ON HOLD PER DOH
500	Visor Protectors	each	For PAPR	3M			0.89	445.00	3,115.00	3,115.00	ORDERED
							TOTAL	\$239,420.55	\$1,675,943.85	\$1,161,776.36	
							7% Increase		\$16,759.44		
							Tier II Costs		\$256,179.99		

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Modification #2 of the Subrecipient Grant Agreement for Hazard Materials/WMD Teams

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT: 7125

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the corrective, second Modification of the 2006-07 Subrecipient Grant Agreement for Hazardous Materials/WMD Teams, correcting the intended effective date of the Modification.

County-wide

Jennifer Bero

BACKGROUND:

During their meeting held January 8, 2008, the Board of County Commissioners approved the first Modification to the FY 2006-07 State Homeland Security Grant Program Subrecipient Agreement for funding to support Hazardous Materials/WMD Teams. The modification revised the agreement expiration and reimbursement deadline dates from January 31, 2008 to May 31, 2008; however the effective date was not corrected to reflect the intended retroactive date of November 15, 2007.

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

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the corrective, second Modification of the 2006-07 Subrecipient Grant Agreement for Hazardous Materials/WMD Teams, correcting the intended effective date of the Modification.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☒ County Attorney Review (Arnold Schneider)

**MODIFICATION OF 2006-2007 STATE HOMELAND SECURITY GRANT PROGRAM
SUBRECIPIENT AGREEMENT FOR EXPENDITURE OF LOCAL GOVERNMENT UNIT
FUNDING FOR FLORIDA TYPE II
HAZARDOUS MATERIALS/WMD TEAMS
FM 241**

THIS MODIFICATION is made and entered into by and between the State of Florida, Department of Financial Services, Division of State Fire Marshal (the "Department") and the Seminole County Board of County Commissioners ("Subrecipient"), to modify the 2006-2007 State Homeland Security Grant Program Subrecipient Agreement for Expenditure of Local Government Unit Funding for Florida Hazardous Materials/WMD Teams ("the Agreement"), executed on June 12, 2007.

WHEREAS, the Department and Subrecipient entered into the Agreement; and

WHEREAS, section 6 of the Agreement requires that any modifications thereto shall only be made by a written instrument of equal dignity to the Agreement; and

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

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

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

1. This Modification shall be effective November 15, 2007.

2. Section 3(b) is hereby modified to read as follows:

"All requests for reimbursement shall be submitted in accordance with this Agreement within thirty days following Subrecipient's expenditure of funds, but in no event later than ~~December 31, 2007~~ May 31, 2008. Requests received subsequent to May 31, 2008 shall not be reimbursed at the discretion of the Department."

3. Section 5 of the Agreement is hereby amended to read as follows:

"Term and Renewal. This Agreement shall begin upon execution and end on ~~January 31, 2008~~ May 31, 2008. This Agreement may be renewed for a maximum of three years up to a period equal to the term of the original Agreement, whichever is longer, at the option of the Department. The renewal price or method for determining a renewal price, is set forth in the Agreement price, attached hereto. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original Agreement and shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds."

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

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

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

SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS

DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL

By: Brenda Carey, Chairman

By: Les Hallman, Director

Date:_____

Date:_____

ATTEST:

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

Approved as to form and legality:

County Attorney

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Modification #2 of the Subrecipient Grant Agreement for Urban Search and Rescue Task Forces

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT: 7125

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the corrective, second Modification of the 2006-07 Subrecipient Grant Agreement for Urban Search and Rescue Task Forces, correcting the intended effective date of the Modification.

County-wide

Jennifer Bero

BACKGROUND:

During their meeting held January 22, 2008, the Board of County Commissioners approved the first Modification to the FY 2006-07 State Homeland Security Grant Program Subrecipient Agreement for Urban Search and Rescue Task Forces. The modification revised the agreement expiration and reimbursement deadline dates from January 31, 2008 to May 31, 2008 and defined the method of award; however the effective date was not corrected to reflect the intended retroactive date of November 15, 2007.

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

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the corrective, second Modification of the 2006-07 Subrecipient Grant Agreement for Urban Search and Rescue Task Forces, correcting the intended effective date of the Modification.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☒ County Attorney Review (Arnold Schneider)

**MODIFICATION OF 2006-2007 STATE HOMELAND SECURITY GRANT PROGRAM
SUBRECIPIENT AGREEMENT FOR EXPENDITURE OF LOCAL GOVERNMENT
UNIT FUNDING FOR FLORIDA URBAN SEARCH AND RESCUE TASK FORCES
FM 241**

THIS MODIFICATION is made and entered into by and between the State of Florida, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-0300 (hereinafter referred to as "Department") or its successor, and The Seminole County Board of County Commissioners (hereinafter "Subrecipient"), to modify the 2006-2007 State Homeland Security Grant Program Subrecipient Agreement for Expenditure of Local Government Unit Funding for Florida Urban Search and Rescue Task Forces FM 241 dated July 24, 2007 ("the Agreement").

WITNESSETH THAT:

WHEREAS, the Department and Subrecipient entered into the Agreement which is currently set to expire on January 31, 2008;

WHEREAS, the intent of the parties based on the January 9, 2007 e-mail from the Department to all task forces announcing the Specialist Training, a copy of which is attached hereto as Exhibit "A" and incorporated into this Modification and the Agreement by reference, was that a pro rata share of all task force training funds be retained by the Department for USAR Specialist Training at the Florida State Fire College, so that the Department could provide the Specialist Training designated by the Subrecipient in its Position Qualification Inventory ("PQI") at no cost to the Subrecipient;

WHEREAS, the amount to be retained was based on the percentage of each Task Force's training funds to the total USAR training funds;

WHEREAS, the Department scheduled the following USAR training courses based on the PQIs provided by the Subrecipients:

FEMA Heavy Rigger Class
K-9 Specialist Course
Search Specialist Course
FEMA Safety Officer Course
Logistics Specialist Course
Communications Specialist Course
Medical Specialist Course
FEMA Tech-Info Planning
FEMA Task Force Leader
Structural Specialist Course
Urban Flooding Training (deliveries at designated locations) based on the number of personnel necessary to be trained as determined by type of Task Force;

WHEREAS, the cost of the Specialist Training was established on a per course basis regardless of whether the task force sent the number of personnel provided in the PQI, more personnel, or less personnel; and

WHEREAS, it was understood that if any of the Specialist Courses were cancelled (as the Search Specialist Course and Structural Specialist Course were), the per course funds retained by the Department would become available to the Task Forces to use for other approved Department training on the same percentage basis, and

WHEREAS, Department and Subrecipient desire to document their mutual understanding and acceptance of changes for utilization of the grant funding for said USAR training courses by modification to section 3(a) of the Agreement; and

WHEREAS, Department and Subrecipient find it necessary to further modify the Agreement by extending the expiration date to May 31, 2008;

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

1. The effective date of this Modification shall be November 15, 2007.

2. Paragraph 3a of the Agreement is hereby clarified to comport with the parties mutual understanding as follows:

3(a) Subject to the terms and conditions established by this Agreement and the billing procedures established by the Department, the Department agrees to pay the Subrecipient a maximum of \$382,407.43; of which \$72,750.00 shall be used for the maintenance of Urban Search and Rescue equipment previously purchased with ODP funds, \$164,157.43 shall be used for training in Department approved Urban Search and Rescue training courses. A portion of the training dollars, in the amount of \$89,802.65 (\$47,802.65 for USAR Specialist Classes and \$42,000.00 for Urban Flooding Training), will be reserved by the Department to provide training at no cost to the Subrecipient. \$97,000 shall be used for a short fall in previous equipment purchase of Florida Type II USAR cache, and \$48,500 for purchase of Generator/HVAC unit to Enhance Self-Sufficiency of Specialty Teams for a Multi-Day Deployment. In addition, if additional money becomes available through the grant process, this amount may be increased or decreased upon the written approval of both contract managers, to be used for the purposes set forth in paragraph one (1) above, and subject to the terms and conditions established by this Agreement.

3. Section 3(b) is hereby modified to read as follows:

(b) All requests for reimbursement shall be submitted in accordance with this Agreement within thirty days following Subrecipient's expenditure of funds, but in no event later than ~~December 31, 2007~~ May 31, 2008. Requests received subsequent to May 31, 2008 shall not be reimbursed at the discretion of the Department.

4. Section 5 of the Agreement is hereby amended to read as follows:

Term and Renewal. This Agreement shall begin upon execution and end on ~~January 31, 2008~~ May 31, 2008. This Agreement may be renewed for a maximum of three years up to a period equal to the term of the original Agreement, whichever is longer, at the option of the Department. The renewal price or method for determining a renewal price, is set forth in the Agreement price, attached hereto. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original Agreement and shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

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

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

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

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

DEPARTMENT OF FINANCIAL
SERVICES, DIVISION OF STATE
FIRE MARSHAL

By: Brenda Carey, Chairman

Les Hallman, Director

Date: _____

Date: _____

ATTEST:

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

Approved as to form and legality:

County Attorney

EXHIBIT A

From: John Deiorio II

Sent: Tuesday, January 09, 2007 3:38 PM

To: 'TF1'; 'TF1'; 'TF2'; 'TF2'; 'TF3'; 'TF3'; 'TF3'; 'TF3'; 'TF3'; 'TF4'; 'TF4'; 'TF5'; 'TF5'; 'TF5'; 'TF6'; 'TF6'; 'TF7'; 'TF7'; 'TF8'; 'TF8'; 'TF9'; 'TF9'

Cc: Dave Casey; Thomas Quinn; Joanne Sakowicz

Subject: Task Force Training Funds

Good afternoon,

As you know, the training schedule for 2007 has been distributed to all task forces and can also be found on the following website, www.fl-firecollege.com. Attached is a spreadsheet outlining Task Force Specialist training slots for 2007. A goal set by FASAR is to have all Task Forces deployable as soon as possible. Each task force will be assigned a number of slots for each Specialist training opportunity. The number of slots will be based on each task force's previous attendance at last year's courses, and will be determined by task force position roster, prior to the start of each course. Since the process used last year ('05-'06) for Specialist Training was so successful, a similar process will be utilized for use of '06-'07 SHSGP training funds for Specialist Training.

The cost for this training will be funded from the training funds allotted to each task force. After completion of the training, the Task Force will submit a training reimbursement request for backfill and overtime to the Division of State Fire Marshal. The spreadsheet to be used for this reimbursement request is attached to this email. **PLEASE NOTE: If we do not hear otherwise from each task force, we will assume that the task force agrees with this process. If the task force does not agree with the this process of funding the training, please indicate so in writing (electronic is sufficient) by close of business Tuesday, January 16, 2007.**

=====

FURTHER INFORMATION FROM TOM QUINN:

The determination of the numbers of available slots per task force was created by comparing the roster positions for each task force (with the goal of being "three-deep") vs. the number trained in 2006. This did not take into consideration those receiving training from other sources, which should be counted toward the total TF roster.

As funding for training will continue to diminish, this should aid each task force in prioritizing their needs as to Specialist vs. Operations/Technical. A goal in 2006 was to expose all task forces to training for a Type 1 Task Force. This was accomplished, but for 2007 task forces that do not roster or deploy with that position will not be offered the training slots for that position. The Communication course will be offered to all task forces due to its importance.

Notification for the Specialist training will be given on the first of the month approximately 30 to 45 days before the start of the course. Due to a delay in the finalizing the funding the Task Force Leader Course has been moved to February 19, 2007. An additional Technical Search course will be scheduled to meet the number of positions required.

Readiness Self-Evaluations have been received from Task Force 4,6,7,8,9. Only one Training Assessment (Task Force 1) has been received to date, however, two others have been received but were unmarked as to which task force they were from. Only one Training Assessment from Task Force 1 has been received to date. There were two

others, but they were not marked as to which task force sent them in. Also attached is the Training Assessment to be completed with Training Slot Assessment.

=====

If you have any questions related to the training schedule, please contact Tom Quinn, thomas.quinn@fldfs.com, 352-369-2803, or Shane Alexander, Stephen.alexander@fldfs.com, 352-369-2849. For questions regarding reimbursements contact John Delorio, john.deiorio@fldfs.com, 352-369-2840, or Joanne Sakowicz, joanne.sakowicz@fldfs.com, 352-369-2844.

John J. Delorio, II - CFO, EFO, MIFireE - john.deiorio@fldfs.com
Florida Division of State Fire Marshal - www.fldfs.com/sfm
Bureau of Fire Standards and Training - http://www.fldfs.com/sfm/bfst/bfst_index.htm
Florida State Fire College - <http://www.fldfs.com/sfm/bfst/index.shtml> or
www.floridastatefirecollege.org
11655 NW Gainesville Road
Ocala, Florida 34482-1486
USNG 17RLN8400844077 (NAD83)
352-369-2840 (office)
352-266-6613 (cell)
352-620-7247 (fax)



SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: BAR #08-52 - \$67,870 - Information Technology Services - General Fund - Transfer Payments to Cities

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) #08-52 through the General Fund in the amount of \$67,870.00 in order to allow for the receipt and payment of passthrough reimbursement funding related to the 800 MHz rebanding project.

County-wide

Lin Polk

BACKGROUND:

On the December 11, 2007, meeting of the Board of County Commissioners, an Interlocal agreement with Altamonte Springs, Casselberry, Lake Mary, Longwood, Sanford, Oviedo, Winter Springs, and the Sanford Airport Authority was approved related to the 800 MHz rebanding project. Negotiations are still ongoing with the School Board.

Seminole County owns, maintains and operates an intergovernmental 800 MHz Radio System as part of our emergency and general government communication services shared with the cities as well as Sanford Airport Authority and School Board. The County is the FCC license holder and the several cities as well as the Airport Authority and the School Board operate their 800 MHz radio systems as subscribers under the County's license. The intent of the FCC rebanding order is to resolve the interference issues with private sector licensees of that spectrum, chiefly cell phone providers such as Sprint Nextel that have been part of a continuing struggle to provide a reliable and interference free communications band for all Public Safety users.

Under the FCC's Order, all rebanding responsibilities at the local level fall upon the license holder, in this case, Seminole County. Public agency licensees are required to coordinate, implement and actually handle the returning or replacement of all infrastructure and communications devices for themselves as well as subscriber entities operating under that license.

Occasional payments have been made to Seminole County by the vendor as reimbursements for work performed by the various entities included in the Interlocal Agreement. One such payment of \$22,869.55 was received in FY 2006/07. This payment was recorded as County revenues. No request was received by the County for payment of this money, so it was held by the County through the end of the Fiscal Year, and is now included as part of General Fund Reserves.

Similarly, it is estimated by the Information Technology Services Department that an additional \$45K to \$100K will be received by the County during the current fiscal year, none of which is included in the current year's Budget. Unless the transfer of funds from the County to one of the other entities is included in the Budget, County Finance will be unable to process a reimbursement request once received.

The attached BAR recognizes the liability that the County has incurred as of the end of FY 2006/07 and the potential additional revenue and liability that may accrue during the current Fiscal Year. The BAR also uses the project budget mechanism so that the newly budgeted appropriations may only be used for reimbursements under the 800 MHz rebanding project. Additionally, only the actual remaining reimbursement funding liability will be carried forward from one year to the next as part of the carryforward process, not the unexpended appropriation.

The attached BAR will decrease budgeted General Fund Reserves by \$22,870 to \$23,356,834.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-52 though the General Fund in the amount of \$67,870.00 in order to allow for the receipt and payment of passthrough reimbursement funding related to the 800 MHz rebanding project.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By: No additional reviews

2008-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
 Department: **Information Technology Services**
 Fund(s): **General Fund**

PURPOSE: To provide for transfer of pass through reimbursements from the 800 MHz project vendor to the individual entities entitled to the reimbursement.

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

FS Recommendation

Fredrik V Coulter 4/10/08
 Analyst Date

 Budget Manager Date

 Director Date

08-52
 BAR

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
00100.999901.599998		Reserve for Contingencies	\$ 22,870
00100.343903.140510	00280501W (New)	Reband 800 MHz (800 MHz Rebanding)	45,000
Total Sources			\$ 67,870

Uses:

Account Number	Project #	Account Title	Amount
00100.140510.580811	00280501W (New)	Aid to Governmental Agencies (800 MHz Rebanding)	\$ 67,870
Total Uses			\$ 67,870

BUDGET AMENDMENT RESOLUTION

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

Attest:

 Maryanne Morse, Clerk to the
 Board of County Commissioners

By: _____
 Brenda Carey, Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #08-53 - \$3,528,742 - Public Works - Public Works Grants Fund - Midway Regional Stormwater Facility (IFAS)

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) #08-53 through the Public Works Grants Fund in the amount of \$3,528,742.00 to record in the budget the County Incentive Grant Program Agreement related to the Midway Regional Stormwater Facility (IFAS) project as approved by the Board of County Commissioners at their April 22, 2008 meeting.

County-wide

Lin Polk

BACKGROUND:

The **Midway Regional Stormwater Facility (IFAS)** project consists of the design and construction of a regional stormwater facility providing flood attenuation and water quality treatment for the Midway area. These improvements are necessary to achieve and/or maintain Seminole County's 25 year / 24 hour adopted level of service for the area, pursuant to the County's Comprehensive Plan as detailed in *Vision 2020: A Guide to the Journey Ahead* (revised June 8, 2004) (DRG 1.6 & 6.1).

A County Incentive Grant Program agreement between the State of Florida Department of Transportation (FDOT) and Seminole County was approved by the Board of County Commissioners on the County Manager Consent Agenda for April 22, 2008. This agreement will provide State funding of \$3,528,742 for use of the fill material excavated during construction of the Midway Regional Stormwater Facility (IFAS).

The FDOT and Seminole County Engineering estimate that the total construction costs for this work will be \$6,128,742. The difference between the construction cost estimate and the amount of State funding is \$2,600,000, which is already included in the current year's Stormwater Fund budget. It is not anticipated that additional funding for this project will be required.

This project is anticipated to be completed December 2008, at an estimated total cost of \$6,128,742.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-53 through the Public Works Grants Fund in the amount of \$3,528,742 to record in the budget the County Incentive Grant Program Agreement related to the Midway Regional Stormwater Facility (IFAS) project.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By: No additional reviews

2008-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
 Department: **Public Works**
 Fund(s): **Public Works Grants Fund**

PURPOSE: To amend the Budget to reflect the CIGP Agreement
 approved by the BOCC on April 22, 2008.

FS Recommendation

Fredrik V Coulter 4/10/08
 Analyst Date

 Budget Manager Date

 Director Date

08-53
 BAR

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:

<u>Account Number</u>	<u>Project #</u>	<u>Account Title</u>	<u>Amount</u>
11916.334490.077603	00241701	Transportation Revenue Grant (Midway Regional Stormwater Facility)	\$ 3,528,742
Total Sources			\$ 3,528,742

Uses:

<u>Account Number</u>	<u>Project #</u>	<u>Account Title</u>	<u>Amount</u>
11916.077603.560650	00241701	Construction in Progress (Midway Regional Stormwater Facility)	\$ 3,528,742
Total Uses			\$ 3,528,742

BUDGET AMENDMENT RESOLUTION

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

Attest:

 Maryanne Morse, Clerk to the
 Board of County Commissioners

By: _____
 Brenda Carey, Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: BAR #08-55 - \$15,092,062 - Public Works Grants and 2001 Infrastructure Sales Tax Funds - SR 434 CIGP and TRIPS Agreements

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) #08-55 through the Public Works Grants and the 2001 Infrastructure Sales Tax Funds in the amount of \$15,092,062.00 in order to record in the financial records the agreements approved by the Board of County Commissioners at the April 22, 2008, meeting.

County-wide

Lin Polk

BACKGROUND:

The **SR 434 - Montgomery Road to I-4 (TRIPS)** project consists of widening to six lanes the four lane section of the urban roadway of State Road 434 from Montgomery Road to Interstate 4. This project will also replace the bridge over the Little Wekiva River. This project has an approximate length of one mile. The project is designed to improve the capacity and safety of State Road 434 and thus enhance the level of service for this high traffic volume arterial roadway, pursuant to the County's Comprehensive Plan as detailed in *Vision 2020: A Guide to the Journey Ahead* (Revised June 8, 2004); Transportation Chapter.

The Board of County Commissioners approved two Agreements related to this project on the April 22, 2008, meeting. The first agreement related to the acquisition of necessary Right of Way by the Florida Department of Transportation (FDOT). The agreement specified that an additional \$3,472,062 payment was required in order to complete the right of way acquisition. The second agreement related to the partial reimbursement of construction costs from the Transportation Regional Incentive Program (TRIPS) and County Incentive Grant Program (CIGP) of \$2,750,000 and \$3,400,000, respectively.

Construction funding of \$11,620,000 for this project was included in the second year (FY 2008/09) of the Biennial Budget adopted by the Board of County Commissioners on September 25, 2007, as well as the Five Year Capital Improvement Program adopted in the fall of 2007. Additionally, the FY 2008/09 Tentative Budget included \$2,750,000 in TRIPS funding.

The attached BAR accomplishes two items. First, it recognizes the financial effects of both agreements passed by the Board of County Commissioners on the current Budget. Second, it transfers the remaining programmed funding included in the FY 2008/09 Tentative Budget into the current year Budget. When the attached BAR is approved, the amounts currently included in the tentative budget for FY 2008/09 will not be included in the Budget presented at

the FY 2008/09 Budget Worksessions Budget BAR Budget BAR, scheduled for late July 2008.

The total cost of the project is estimated to be \$20,863,539, calculated as follows:

	Current Budget	BAR 08-55	Proforma Budget	Expenditures through 9/30/07	Total
Construction	\$ -	\$ 11,620,000	\$ 11,620,000	\$ -	\$ 11,620,000
Design	164,513	-	164,513	1,170,231	1,334,744
Aid to Gov't	-	3,472,062	3,472,062	4,436,733	7,908,795
					\$ 20,863,539

The project is anticipated to be completed May 2011.

Budgeted ending Reserves for the 2001 Infrastructure Sales Tax Fund adjusted for the effects of the attached BAR will be \$3,016,377. Reserves for the Public Works Grants Fund will be unaffected.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-55 through the Public Works Grants and the 2001 Infrastructure Sales Tax Funds in the amount of \$15,092,062.00 in order to record in the financial records the agreements approved by the Board of County Commissioners at the April 22, 2008, meeting.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By: No additional reviews

2008-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
 Department: **Public Works**
 Fund(s): **Public Works Grants & 2001**
Infrastructure Sales Tax Funds

FS Recommendation

Fredrik V Coulter Analyst	4/10/08 Date
Budget Manager	Date
Director	Date
08-55 BAR	

PURPOSE: To amend the Budget to reflect the TRIPS & CIGP Agreements approved by the BOCC on April 22, 2008. Additionally, to accelerate the funding for the project from FY 2008/09 into the current year.

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
11916.334490.077603	00205302	Transportation Revenue Grant (SR 434 – Montgomery to I-4 – TRIPS)	\$ 6,150,000
11541.999941.599994		Reserve for Capital Improvements	8,942,062
Total Sources			\$ 15,092,062

Uses:

Account Number	Project #	Account Title	Amount
11916.077603.560670	00205302	Roads (SR 434 – Montgomery to I-4 – TRIPS)	\$ 6,150,000
11541.077541.560670	00205302	Roads (SR 434 – Montgomery to I-4 – TRIPS)	5,470,000
11541.077541.580811	00205302	Aid to Governmental Agencies (SR 434 – Montgomery to I-4 – TRIPS)	3,472,062
Total Uses			\$ 15,092,062

BUDGET AMENDMENT RESOLUTION

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

Attest:

 Maryanne Morse, Clerk to the
 Board of County Commissioners

By: _____
 Brenda Carey, Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: BCR #08-21 - \$120,509 - Public Works - Stormwater Fund - Lake Assessment Projects

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Fredrik Coulter

EXT: 7180

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Budget Change Request (BCR) #08-21 through the Stormwater Fund in the amount of \$120,509.00 to establish and fund two new Lake Assessment projects.

County-wide

Lin Polk

BACKGROUND:

The **Bear Gully Lake Assessment** and **Lake Howell Assessment** projects are necessary to identify the sources of nutrient impairment for each water body in order to determine the most efficient and cost effective restoration strategies for each lake. Restoration of water quality to state standards is a requirement of the state's Total Maximum Daily Load regulatory compliance program. These assessment projects are new one time, multi year projects initiated in the current fiscal year with an anticipated completion in the Spring of 2009, depending on meteorological and other environmental factors.

Funding for these projects is included in the Adopted Budget for FY 2007/08, included as part of the Operating Expenses of the Lake Management Program, Roads - Stormwater Division, Public Works Department. The attached BCR segregates the funds for these two projects from the remaining operating expenditures. By segregating the funds, the Lake Management Program cannot inadvertently expend funds needed to complete these projects on normal operations. In addition, the funds which are unexpended at the end of FY 2007/08 can be easily identified and carried forward into FY 2008/09, thus providing the funding for the completion of the project. The BCR provides the total anticipated funding to complete the projects.

The two projects are both members of the Total Maximum Daily Load (TMDL) family of projects.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Budget Change Request (BCR) #08-21 through the Stormwater Fund in the amount of \$120,509.00 to establish and fund two new Lake Assessment projects.

ATTACHMENTS:

1. Budget Change Request

Additionally Reviewed By: No additional reviews

*****SEMINOLE COUNTY BUDGET REQUEST*****

Budget Division Use only:

DATE: 4/11/08

FROM: Department Public Works
Division Roads / Stormwater

BCR	<input checked="" type="checkbox"/>	08-21

WHAT IS NEEDED:

<p align="center">Operational Adjustment</p> <p><input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Cost)</p> <p><input type="checkbox"/> More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Scope)</p> <p><input type="checkbox"/> New program or service: program or service is not in this fiscal year's budget.</p>	<p align="center">Project Adjustment</p> <p><input type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increased Cost)</p> <p><input type="checkbox"/> More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increase Scope)</p> <p><input checked="" type="checkbox"/> New project: Project is not in this fiscal year's budget.</p>
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Detailed Explanation:

To establish two new Lake Assessment projects in FY 2007/08 and to segregate the funding for these projects.

	Fund #	<u>13000</u>	Fund Name	<u>Stormwater Fund</u>
	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	<u>13000.077450.530310</u>	<u></u>	<u>Professional Services</u>	<u>\$ 120,509</u>
	<u></u>	<u></u>	<u></u>	<u></u>
	<u></u>	<u></u>	<u></u>	<u></u>
			TOTAL	<u>\$ 120,509</u>
	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER TO	<u>13000.077450.530310</u>	<u>00276902 (New)</u>	<u>Professional Services (Bear Gully Lake Assessment)</u>	<u>\$ 55,084</u>
	<u>13000.07450.530310</u>	<u>00276903 (New)</u>	<u>Professional Services (Lake Howell Assessment)</u>	<u>\$65,425</u>
	<u></u>	<u></u>	<u></u>	<u></u>
			TOTAL	<u>\$ 120,509</u>

RECOMMENDATION: ☒ Approval Date 4/10/08 Analyst Fredrik Coulter Budget Manager

REVIEW: FS Director County Manager

BCC APPROVAL: BCC Meeting Date 5/6/08 Date Signed Signature

FINANCE: Transfer has been posted Date Signature

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Authorize Release of the Private Road Maintenance Bond for Lake Forest Section 13A

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

AUTHORIZED BY: Dori DeBord

CONTACT: Larry Poliner

EXT: 7318

MOTION/RECOMMENDATION:

Authorize the release of the Private Road Maintenance Bond #5011748 in the amount of \$14,311.89 for the Lake Forest Section 13A road improvements.

District 5 Brenda Carey

Larry Poliner

BACKGROUND:

Section 35.44 (e) of the Seminole County Land Development Code, concerning *Additional Required Legal Submittals*, required the Lake Forest Section 13A project to have a Private Road Maintenance Bond, specifically, Maintenance Bond #5011748 for \$14,311.89 (Bond Safeguard Insurance Company), to insure any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located 550 South Oregon Terrace and determined the project to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Private Road Maintenance Bond #5011748 in the amount of \$14,311.89 for the Lake Forest Section 13A road improvements.

ATTACHMENTS:

1. Private Road Maintenance Bond
2. Power of Attorney
3. Request Letter

Additionally Reviewed By:

☒ County Attorney Review (David Shields)

PRIVATE ROAD MAINTENANCE BOND

#5011748

KNOW ALL MEN BY THESE PRESENTS:

Bond That we ORLANDO LAKE FOREST JOINT VENTURE, hereinafter referred to as "Principal" and Safeguard Insurance Company, hereinafter referred to as "Surety" are held and firmly bound unto the Homeowners Association and each and all purchasers of lots within subdivision in Seminole County, Florida, and their heirs, successors and assigns, hereinafter referred to as the "Beneficiary" or "Beneficiaries" in the sum of \$ Fourteen Thousand Three Hundred Eleven Dollars and 89 /100 (\$14,311.89) for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS Principal has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as Section 13A, a plat of which is recorded in Plat Book , Pages , Public Records of Seminole County, Florida;

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated 11/12, 2002, and filed with the County Engineer of Seminole County; and

WHEREAS, Principal is obligated to protect each and every Beneficiary 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 12/21, 2004.

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully protect the Beneficiaries 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 12/21, 2004, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Any Beneficiary may notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said defect.

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

The Principal and Surety further jointly and severally agree that the Beneficiaries shall have the right to correct said defects resulting from faulty materials or workmanship in case the Principal shall fail or refuse to do so, and in the event the Beneficiaries should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally hereunder to reimburse the Beneficiaries the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

[This Bond shall be held by Seminole County, a political subdivision of the State of Florida, on behalf of Beneficiaries and maintained in the public records of Seminole County.]

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this 15th day of November, 2003. 2004

Address:

10172 Linn Station Road
Louisville, KY 40223

Orlando Lake Forest Joint Venture
By: Orlando Lake Forest, Inc., Managing General Partner

By: [Signature] V.P.
(if corporation)

ATTEST: [Signature] Its Secretary
(if corporation)
SEAL

Address:

2307 River Road, Suite 200
Louisville, Ky 40106

Bond Safeguard Insurance Company
Surety

By: [Signature]
Myrtie F. Henry Its Attorney-in-Fact

ATTEST: [Signature]

POWER OF ATTORNEY
Bond Safeguard

AO 19676
INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint:

John B. Manus, Linda Gibson, Mary E. Joseph, Megan Kaelin, Tammy Masterson,
Brook T. Smith, Kathy Hobbs, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Sandra F. Harper, Myrtie F. Henry, Julie Radican

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond, \$ 2,500,000.00 Two Million Five Hundred Thousand Dollars

which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 7th day of November, 2001.



BOND SAFEGUARD INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
LYDIA J. DE JONG
Notary Public, State of Illinois
My Commission Expires 1/12/07

Lydia J. DeJong
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 15th Day of November, 2004



Donald D. Buchanan
Secretary



NTS/Orlando Lake Forest Joint Venture
10172 Linn Station Road
Louisville, Kentucky 40223
(502) 426-4800

March 12, 2008

BeJay Harbin
1301 E. 2nd Street
Sanford, FL 32771

RE: Private Road Maintenance Bonds

Project Name: Lake Forest Section 13A and 14
Bond Numbers: 5011748 and 5011750
Bond Amounts: \$14,311.89 and \$92,966.80
District #: 5

Dear Mr. Harbin:

Per the attached letter, the Seminole County Development Review Inspectors have notified us that the above mentioned Road Maintenance Bonds may be released. This letter serves as our official request for the release of these bonds.

If you have any questions or require further information, please contact me at 502-426-4800.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Ricketts", is written over a light gray rectangular background.

Matt Ricketts
Vice President

MR/jd

Attachment

cc: Janette Burns
Derek Salmon
File

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Authorize Release of the Private Road Maintenance Bond for Lake Forest Section 14

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

AUTHORIZED BY: Dori DeBord

CONTACT: Larry Poliner

EXT: 7318

MOTION/RECOMMENDATION:

Authorize the release of the Lake Forest Section 14 Private Road Maintenance Bond #5011750 in the amount of \$92,966.80 for the Lake Forest Section 14 road improvements.

District 5 Brenda Carey

Larry Poliner

BACKGROUND:

Section 35.44 (e) of the Seminole County Land Development Code, concerning *Additional Required Legal Submittals*, required the Lake Forest Section 14 project to have a Private Road Maintenance Bond, specifically, Maintenance Bond #5011750 for \$92,966.80 (Bond Safeguard Insurance Company), to insure any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located 550 South Oregon Terrace and determined the project to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Lake Forest Section 14 Private Road Maintenance Bond #5011750 in the amount of \$92,966.80 for the Lake Forest Section 14 road improvements.

ATTACHMENTS:

1. Private Road Maintenance Bond
2. Power of Attorney
3. Request Letter

Additionally Reviewed By:

☒ County Attorney Review (David Shields)

PRIVATE ROAD MAINTENANCE BOND

#5011750

KNOW ALL MEN BY THESE PRESENTS:

That we **ORLANDO LAKE FOREST JOINT VENTURE**, hereinafter referred to as "Principal" and **Bond Safeguard Insurance Company**, hereinafter referred to as "Surety" are held and firmly bound unto the Homeowners Association and each and all purchasers of lots within subdivision in Seminole County, Florida, and their heirs, successors and assigns, hereinafter referred to as the "Beneficiary" or "Beneficiaries" in the sum of \$ **Ninety Two Thousand Nine Hundred Sixty Six Dollars and 80 /100 (\$92,966.80)** for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS Principal has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as **Section 14**, a plat of which is recorded in Plat Book _____, Pages _____, Public Records of Seminole County, Florida;

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated 3/22, 2004, and filed with the County Engineer of Seminole County; and

WHEREAS, Principal is obligated to protect each and every Beneficiary 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 12/21, 2004.

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully protect the Beneficiaries 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 12/21, 2004, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Any Beneficiary may notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said defect.

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

The Principal and Surety further jointly and severally agree that the Beneficiaries shall have the right to correct said defects resulting from faulty materials or workmanship in case the Principal shall fail or refuse to do so, and in the event the Beneficiaries should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally hereunder to reimburse the Beneficiaries the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

[This Bond shall be held by Seminole County, a political subdivision of the State of Florida, on behalf of Beneficiaries and maintained in the public records of Seminole County.]

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this 15th day of November, ~~2003~~ 2004.

Address:

10172 Linn Station Road
Louisville, KY 40223

Orlando Lake Forest Joint Venture

By: Orlando Lake Forest, Inc., Managing General Partner

By: [Signature], Its V.P.
(if corporation)

ATTEST: [Signature], Its Secretary
(if corporation)

SEAL

Address:

2307 River Road, Suite 200
Louisville, Ky 40206

Bond Safeguard Insurance Company

POWER OF ATTORNEY

AO 19678

Bond Safeguard

INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: John B. Manus, Linda Gibson, Mary E. Joseph, Megan Kaelin, Tammy Masterson,

Brook T. Smith, Kathy Hobbs, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Sandra F. Harper, Myrtie F. Henry, Julie Radican

as true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond, \$ 2,500,000.00 Two Million Five Hundred Thousand Dollars

which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 7th day of November, 2001.




BOND SAFEGUARD INSURANCE COMPANY

BY 
David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
LYDIA J. DE JONG
Notary Public, State of Illinois
My Commission Expires 1/12/07

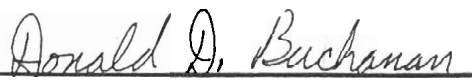

Lydia J. DeJong
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 15th Day of November, 2004




Donald D. Buchanan
Secretary



NTS/Orlando Lake Forest Joint Venture
10172 Linn Station Road
Louisville, Kentucky 40223
(502) 426-4800

March 12, 2008

BeJay Harbin
1301 E. 2nd Street
Sanford, FL 32771

RE: **Private Road Maintenance Bonds**

Project Name: Lake Forest Section 13A and 14
Bond Numbers: 5011748 and 5011750
Bond Amounts: \$14,311.89 and \$92,966.80
District #: 5

Dear Mr. Harbin:

Per the attached letter, the Seminole County Development Review Inspectors have notified us that the above mentioned Road Maintenance Bonds may be released. This letter serves as our official request for the release of these bonds.

If you have any questions or require further information, please contact me at 502-426-4800.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Ricketts', with a long horizontal line extending to the right.

Matt Ricketts
Vice President

MR/jd

Attachment

cc: Janette Burns
Derek Salmon
File

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Authorize Release of the Right-of-Way Utilization Permit Maintenance Bond for Heathrow International Business Center North

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

AUTHORIZED BY: Dori DeBord

CONTACT: Larry Poliner

EXT: 7318

MOTION/RECOMMENDATION:

Authorize the release of the Heathrow International Business Center North Right-of-Way Utilization Permit Maintenance Bond #58625189 in the amount of \$1,958.52 for the Heathrow International Business Center ROW road improvements.

District 5 Brenda Carey

Larry Poliner

BACKGROUND:

Section 35.44 (e) of the Seminole County Land Development Code, concerning *Additional Required Legal Submittals*, required the Heathrow International Business Center North project to have a Right-of-Way Utilization Permit Maintenance Bond, specifically, Maintenance Bond #58625189 for \$1,958.52 (Western Surety Company), to insure any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located on CR 46A and determined the project to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Heathrow International Business Center North Right-of-Way Utilization Permit Maintenance Bond #58625189 in the amount of \$1,958.52 for the Heathrow International Business Center North ROW road improvements.

ATTACHMENTS:

1. Right-of-Way Utilization Permit Maintenance Bond
2. Power of Attorney
3. Request Letter

Additionally Reviewed By:

☒ County Attorney Review (David Shields)

RIGHT-OF-WAY USE PERMITTING

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

KNOW ALL MEN BY THESE PRESENTS:

That we Heathrow 4, L.L.C., A Delaware Limited Liability Company, whose address is P.O. Box 116 87
as Principal, hereinafter referred to as "PRINCIPAL", and Western Surety Company, whose address is Birmingham AL 35202
101
S. Phillips Avenue, Sioux Falls, SD. 57117, hereinafter referred to as "SURETY", are held and firmly bound
unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County
Services Building, 110 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY
in the sum of One Thousand, Nine Hundred Fifty Eight Dollars and Fifty Two cents (\$1,958.52) for the
payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by
these presents:

WHEREAS, PRINCIPAL has constructed certain improvements, including streets, curbs, storm drains and
other appurtenances in that certain public right-of-way known as C 246 A, a plat of which is recorded in Plat
Book __, Page __, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated
February 23rd, 2004 and filed with the County Engineer of Seminole County: and

WHEREAS, PRINCIPAL is obligated to Protect the COUNTY against any defects resulting from faulty
materials or workmanship of said improvements and to maintain said improvements for a period of two (2)
years from February 8th, 2005.

NOW, THEREFORE, the condition of this obligation is such that, if PRINCIPAL shall promptly and
faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the
aforesaid improvements and maintain said improvements for a period of two (2) years from February 8th,
2005, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

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

LAND DEVELOPMENT CODE

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

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

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 8th day of February, 2005.

Address:

Heathrow 4, LLC, A Delaware Ltd Liability Company

Principal (Seal)

BY:

Robert A. McHale

(If a Corporation)

Attest

Betsy J. Morgan

(If a Corporation)

Address

(Seal)

101 South Phillips Ave
Sioux Falls, SD 57117

Western Surety Company

Surety

By

Liana A. Williams

Attorney-in-Fact

Attest

Betty Hassey

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James H Farrior Jr, Liana A Williams, Laura D Goins, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 29th day of October, 2004.



WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

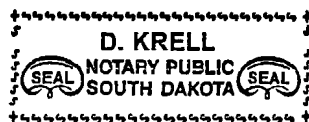
State of South Dakota
County of Minnehaha

} ss

On this 29th day of October, 2004, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2006



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of February, 2005.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

March 10, 2008

BeJay Harbin
Staff Assistant
Seminole County Government
1301 E 2nd Street
Sanford, FL 32771

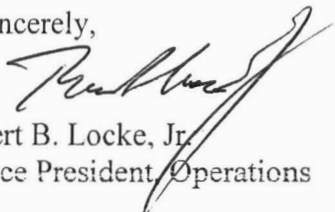
RE: **Right of Way Utilization Maintenance Bond**
Project Name: Heathrow International Business Center North
Bond #: 58625189
Bond Amount: \$1,958.52
District #: 5

Dear BeJay:

Please release the above referenced bond based on the satisfactory inspection of this project on 2/28/07.

Should you have any questions, please contact me at 407-585-2200.

Sincerely,


Bert B. Locke, Jr.
Vice President, Operations

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: BSP / Carrigan-Alafaya 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 BSP / Carrigan - Alafaya located on the corner of Alafaya Trail and West Carrigan Avenue in Section 27, Township 21 S, Range 31 E. (BSP/Carrigan - Alafaya, LLC, applicant)

District 1 Bob Dallari

Brian Walker

BACKGROUND:

The applicant, BSP/Carrigan - Alafaya, LLC, is requesting approval of the minor plat for BSP/Carrigan - Alafaya. The plat consists of two (2) lots on 6.34 acres more or less and is zoned C-2. No infrastructure improvements are proposed at this time. The property is located on the corner of Alafaya Trail and West Carrigan Avenue.

The plat meets all applicable requirements of Chapter 35, Section 35.122 of the Seminole County Land Development Code and Section 177, Florida Statutes.

STAFF RECOMMENDATION:

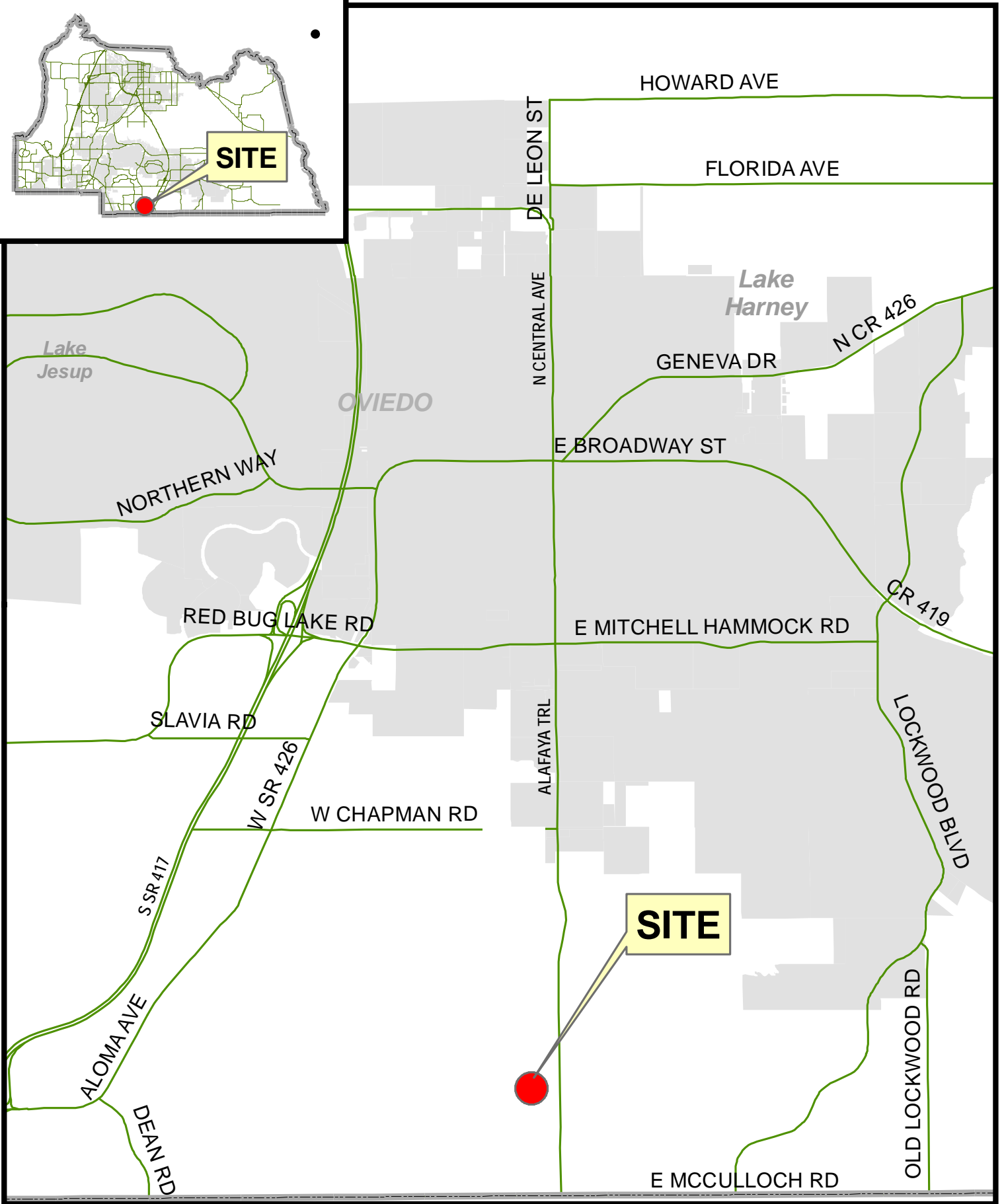
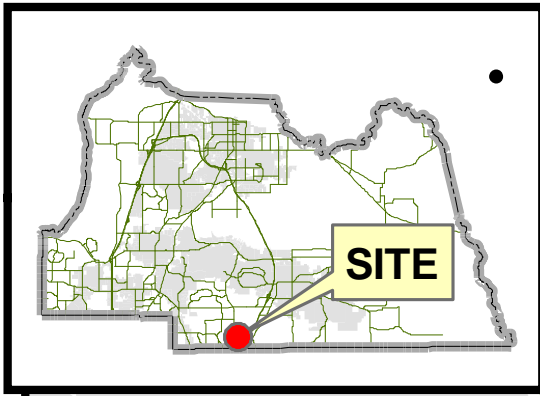
Staff recommends that the Board approve and authorize the Chairman to execute, the minor plat for BSP/Carrigan - Alafaya located on the corner of Alafaya Trail and West Carrigan Avenue in Section 27, Township 21 S, Range 31 E.

ATTACHMENTS:

1. Reduced Size Plat
2. Area Map
3. Location Map
4. Aerial Map

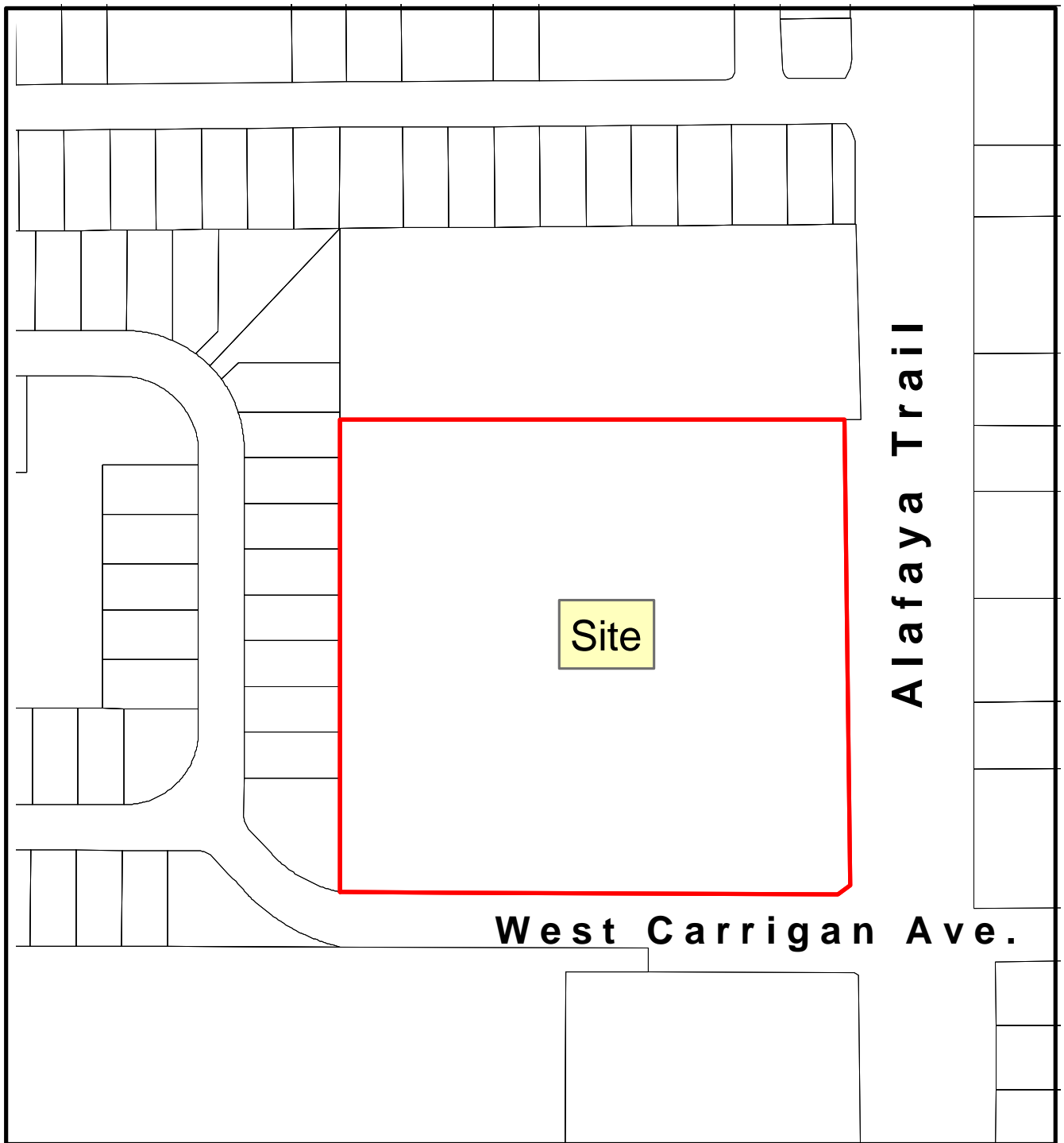
Additionally Reviewed By:

☒ County Attorney Review (David Shields)



filename: L:/pl/projects/p&z/2006/GIS/staff_report_pkgs/sitemaps_large/Z2006-0**sitemap.mxd ***/06

BSP / Carrigan - Alafaya Minor Plat



BSP / Carrigan - Alafaya Minor Plat
Location Map





BSP / Carrigan - Alafaya Minor Plat
Aerial Map



SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Reappointment of Commissioner Gary L. Brender, City of Lake Mary, to Serve as a Municipal Representative on the Seminole County Expressway Authority

DEPARTMENT: Public Works

DIVISION: Administration - Public Works

AUTHORIZED BY: Gary Johnson

CONTACT: Sheralyn Brinson

EXT: 5601

MOTION/RECOMMENDATION:

Approve the reappointment of Commissioner Gary L. Brender, City of Lake Mary, as a Municipal Representative to serve on the Seminole County Expressway Authority, pursuant to unanimous recommendation of the seven (7) cities located within Seminole County.

County-wide

Pam Hastings

BACKGROUND:

The State Statute establishing the Seminole County Expressway Authority (SCEA) provides that five (5) County Commissioners and two (2) elected municipal officials within the County serve as Authority members.

The term of one of the municipal positions, held by Commissioner Gary L. Brender from the City of Lake Mary, expires in May of 2008. Commissioner Brender has served four (4) terms on the Authority and has expressed willingness to be reappointed.

Historically, the Council of Local Governments (CALNO) has served as a forum for recommending municipal representatives to serve on the Expressway Authority. At their March 5, 2008, meeting, CALNO voted unanimously to recommend Commissioner Gary L. Brender, from the City of Lake Mary, for reappointment.

After CALNO's action, each city was asked to endorse CALNO's recommendation by placing the matter before their respective City Commission for official action. As a result, each of the seven cities has unanimously endorsed Commissioner Gary L. Brender for reappointment to the Seminole County Expressway Authority Board.

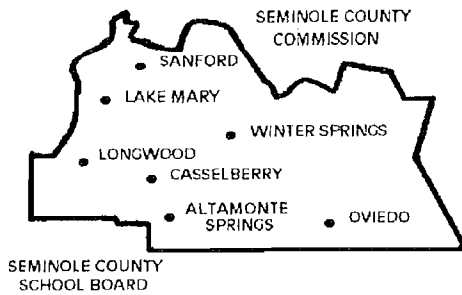
STAFF RECOMMENDATION:

Staff recommends the Board approve the reappointment of Commissioner Gary L. Brender, City of Lake Mary, as a Municipal Representative to serve on the Seminole County Expressway Authority, pursuant to unanimous recommendation of the seven (7) cities located within Seminole County.

ATTACHMENTS:

1. Commissioner Brender's SCEA Reappointment Correspondence

Additionally Reviewed By: No additional reviews



Council of Local Governments in Seminole County

April 4, 2008

W. Gary Johnson, P. E.
Executive Director, SCEA
520 W. Lake Mary Boulevard, Suite 200
Sanford, FL 32773

Dear Mr. Johnson:

At the March 5, 2008, Council of Local Governments in Seminole County (CALNO) meeting, the organization recommended my reappointment to the Seminole County Expressway Authority.

Thank you very much, and please feel free to contact me at (407) 585-1423, should you have any questions or concerns.

Sincerely,

Gary L. Brender, Chairman
Deputy Mayor, City of Lake Mary



CITY OF ALTAMONTE SPRINGS

225 NEWBURYPORT AVENUE
ALTAMONTE SPRINGS, FLORIDA 32701-3697

✓
MAR 7 2008
CITY OF ALTAMONTE SPRINGS

March 5, 2008

Mr. W. Gary Johnson
Executive Director
Seminole County Expressway Authority
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Dear Mr. Johnson:

Please be advised that the Altamonte Springs City Commission, at their regular meeting of March 4, 2008, voted unanimously to recommend the reappointment of Commissioner Gary L. Brender of the City of Lake Mary to the Seminole County Expressway Authority.

If you should need any additional information, please do not hesitate to give me a call.

Sincerely,

Patsy Wainright, CMC
City Clerk

PW/df



City of Casselberry CITY CLERK

95 Triplet Lake Drive, Casselberry, Florida 32707 • Telephone (407) 262-7700, Ext. 1132

Fax (407) 262-7745 • E-mail tmcperson@casselberry.org

April 18, 2008

✓
APR 18 2008

Mr. W. Gary Johnson, P.E.
Executive Director
Seminole County Expressway Authority
520 W. Lake Mary Boulevard, Suite 200
Sanford, FL 32773

Re: City of Casselberry Municipal Endorsement of CALNO's Recommendation for
Appointment to the Seminole County Expressway Authority

Dear Mr. Johnson:

The City Commission of the City of Casselberry, at its meeting of March 24, 2008 approved the recommendation of CALNO for the reappointment of Deputy Mayor Gary Brender to the Seminole County Expressway Authority.

Sincerely,

Thelma McPherson, CMC
Casselberry City Clerk

tlm

cc: City Commission Members

Thomas C. Greene
Mayor
tgreene@lakemaryfl.com



City of Lake Mary

Incorporated in 1973

✓ RECEIVED

MAR 11 2008

March 7, 2008

W. Gary Johnson
Executive Director
Seminole County Expressway Authority
520 W. Lake Mary Blvd., Suite 200
Sanford, FL 32773

Dear Mr. Johnson:

At the meeting held on March 5, 2008, the Lake Mary City Commission approved CALNO's recommendation for reappointing Deputy Mayor Gary Brender from the City of Lake Mary to the Seminole County Expressway Authority.

Please let me know if you need additional information.

Sincerely,

Carol A. Foster
City Clerk

cc: Commissioner Gary Brender



City of Longwood

175 WEST WARREN AVENUE
PHONE (407) 260-3440

LONGWOOD, FLORIDA 32750-4197
FAX (407) 260-3419

March 18, 2008

✓
MAL

Mr. W. Gary Johnson, Executive Director
Seminole County Expressway Authority
520 West Lake Mary Boulevard, Suite 200
Sanford, FL 32773

RE: Lake Mary Deputy Mayor Gary L. Brender, Endorsed for Reappointment to the Seminole County Expressway Authority

Dear Mr. Johnson:

At the regular City Commission meeting on March 17, 2008, the Longwood City Commission unanimously endorsed the Seminole County Council of Local Governments' recommendation to appoint Gary L. Brender, Deputy Mayor of Lake Mary, to the Seminole County Expressway Authority.

If you have any questions regarding this matter, please give me a call at 407-260-3441.

Sincerely,

CITY OF LONGWOOD

Sarah M. Mirus, CMC
City Clerk

SMM/lkj

The City of
Oviedo
FLORIDA



400 ALEXANDRIA BOULEVARD • OVIEDO, FLORIDA 32765

April 11, 2008

[Handwritten signature]
APR 11 2008
[Handwritten text]

W. Gary Johnson
Executive Director
Seminole County Expressway Authority
520 West Lake Mary Boulevard, Suite 200
Sanford, FL 32773

Dear Mr. Johnson:

The City Council of the City of Oviedo adopted Resolution No. 1803-08 endorsing Deputy Mayor Gary Brender's nomination to the Seminole County Expressway Authority at its April 7, 2008 meeting. A copy of the resolution is attached.

Sincerely,

Barbara J. Barbour, C.M.C
City Clerk

cc: Deputy Mayor Gary Brender, CALNO Chairman



OFFICE OF THE CITY MANAGER

MAILING ADDRESS

CITY OF SANFORD
POST OFFICE BOX 1788
SANFORD, FLORIDA 32772-1788

PHYSICAL ADDRESS

CITY HALL
300 NORTH PARK AVENUE
SANFORD, FLORIDA 32771-1244

TELEPHONE
407.330.5602

FACSIMILE
407.330.5616

WEBSITE
WWW.SANFORDFL.GOV

CITY COMMISSION

LINDA KUHN
MAYOR

ART WOODRUFF
DISTRICT 1

DR. VELMA H. WILLIAMS
DISTRICT 2, VICE MAYOR

RANDY JONES
DISTRICT 3

JACK T. BRIDGES
DISTRICT 4

CITY MANAGER
ROBERT (SHERMAN) YEHL

April 16, 2008

W. Gary Johnson, P.E.
Executive Director
Seminole County Expressway Authority
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

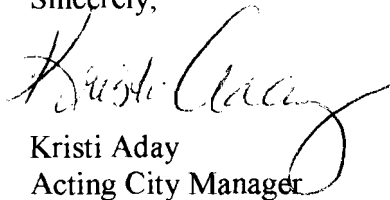
Dear Mr. Johnson:

At the City Commission meeting of April 14, 2008, a vote was taken ratifying the Council of Local Governments in Seminole County's recommendation of Gary Brender's reappointment to the Expressway Authority.

I am pleased to report that the vote was unanimous in support of Mr. Brender's reappointment.

If you have any questions, please advise.

Sincerely,


Kristi Aday
Acting City Manager

C: Mayor
Chairman, CALNO

The Friendly City



CITY OF WINTER SPRINGS, FLORIDA

1126 East State Road 434
Winter Springs, Florida 32708-2799
Home: 407-365-8101
Mobile: 407-782-6230
Email: jfbush@winterspringsfl.org
Facsimile: 407-327-4753
City Website: www.winterspringsfl.org

JOHN F. BUSH
OFFICE OF THE MAYOR

March 26, 2008

Mr. W. Gary Johnson, P.E.
Executive Director
Seminole County Expressway Authority
520 West Lake Mary Boulevard
Suite 200
Sanford, Florida 32773

A handwritten signature, possibly "W. Gary Johnson", is written over a date stamp that reads "MAR 27 2008".

Dear Mr. Johnson:

As Mayor of Winter Springs, Florida, I would like to inform you that the City Commission of the City of Winter Springs at our March 24, 2008 Regular Meeting, unanimously endorsed CALNO's recommendation that the Honorable Gary Bender with the City of Lake Mary, Florida be reappointed to the Seminole County Expressway Authority.

We are pleased with Mr. Bender as our representative and know that he will continue to represent CALNO in a professional manner.

Sincerely,

A handwritten signature in cursive script that reads "John F. Bush".
John F. Bush
Mayor of Winter Springs

JFB/alll

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Adoption of a Resolution Accepting a Quit Claim Deed for the Construction of a Sidewalk Along Park Road

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Warren Lewis

EXT: 5658

MOTION/RECOMMENDATION:

Adopt a Resolution accepting a Quit Claim Deed from Zimmer Poster Service for the construction of a sidewalk along Park Road.

District 1 Bob Dallari

Jerry McCollum

BACKGROUND:

The construction of a sidewalk along Park Road will require right-of-way currently not owned by Seminole County. The property owner, Zimmer Poster Service, a Florida General Partnership, has indicated its willingness to convey to Seminole County the necessary right-of-way as evidenced by the executed Quit Claim Deed in exchange for the construction of a commercial driveway apron (approximately \$6,500) in conjunction with the sidewalk for future improvements to the property owner's site. The driveway apron will be incorporated into construction plans for the sidewalk (Capital Improvement Project # 00192572).

STAFF RECOMMENDATION:

Staff recommends the Board adopt the Resolution accepting a Quit Claim Deed from Zimmer Poster Service for the construction of a sidewalk along Park Road.

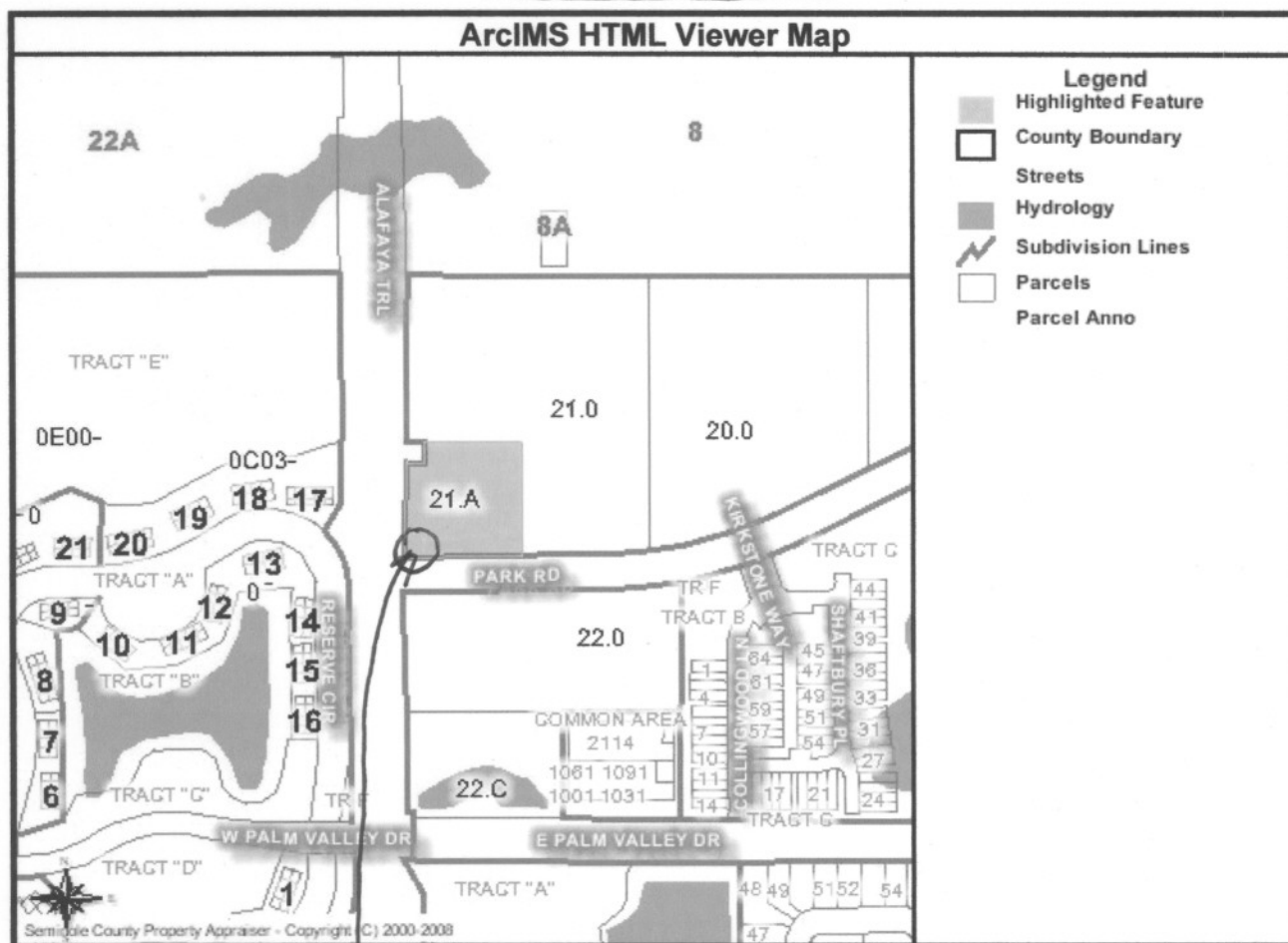
ATTACHMENTS:

1. Location Map
2. Resolution
3. Quit Claim Deed - Park Road

Additionally Reviewed By:

☒ County Attorney Review (Matthew Minter)

Location Map



Subject parcel

RESOLUTION

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

WHEREAS, it has been determined by the Board of County Commissioners of Seminole County that a necessity exists for the protection of pedestrians along a portion of Park Road located in Section 34, Township 21 South, Range 31 East, in Seminole County, Florida; and

WHEREAS, the protection of pedestrians will require right-of-way that is not currently owned by the County of Seminole; and

WHEREAS, Zimmer Poster Service, A Florida General Partnership has indicated their willingness to donate to Seminole County the required right-of-way as evidenced by the executed Quit Claim Deed accompanying this resolution; and

WHEREAS, *Section 196.28, Florida Statutes*, provides for and authorizes the Board of County Commissioners to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the County or State upon lands conveyed to or acquired by the County for road or other public purposes.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County, Florida, hereby accepts the accompanying Quit Claim Deed, by the aforementioned property owner, conveying to Seminole County the land described therein; and

BE IT FURTHER RESOLVED that all ad valorem taxes, either current or delinquent, that are owed upon and liens upon said lands resulting from said taxes and relating to the lands described in the above referenced Quit Claim Deed are hereby canceled and discharged to the fullest extent of the law.

BE IT FURTHER RESOLVED that all incidental costs, such as recording fees and taxes due pursuant to *Section 196.29 and Section 196.295, Florida Statutes*, be paid by Seminole County.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be provided by the Clerk to the Board of County Commissioners to the Tax Collector for Seminole County and the Property Appraiser for Seminole County; and

BE IT FURTHER RESOLVED that the aforementioned Quit Claim Deed be recorded in the Public Records of Seminole County, Florida.

ADOPTED THIS _____ DAY OF _____ A.D., 2008.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

Brenda Carey, Chairman

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

Prepared under the direction of:
Charles F. Barcus
Program Manager/Right-of-Way
04-07-2008

Document Prepared By:
Warren Lewis, Right-of-Way Agent
Right-of-Way Section
Seminole County Engineering Division
520 W. Lake Mary Blvd., 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

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made this 1st day of April, 2008, between ZIMMER POSTER SERVICE, A Florida General Partnership, whose post office address is P.O. Box 623276, Oviedo, Florida, 32762, hereinafter called 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 called the GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the GRANTEE forever, all the right, title, interest, claim and demand which the GRANTOR has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Seminole, State of Florida, to-wit:

See Sketch of Description and Legal Description attached hereto as Exhibits "A-1" and "A-2"

Property Appraiser's Parent Parcel Identification No:
34-21-31-503-0000-021A

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the GRANTOR, either in law or equity, to the proper use, benefit and behoof of the GRANTEE forever.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

Signed, Sealed & Delivered
in the presence of:

ZIMMER POSTER SERVICE, A
Florida General Partnership

(Sign):

Print Name: BRETT J. BRODEUR

By:

Jack H. Zimmer
Jack H. Zimmer, Managing General Partner

(Sign):

Print Name: Heidi Miller

(CORPORATE SEAL)

STATE OF FLORIDA)

) SS

COUNTY OF SEMINOLE)

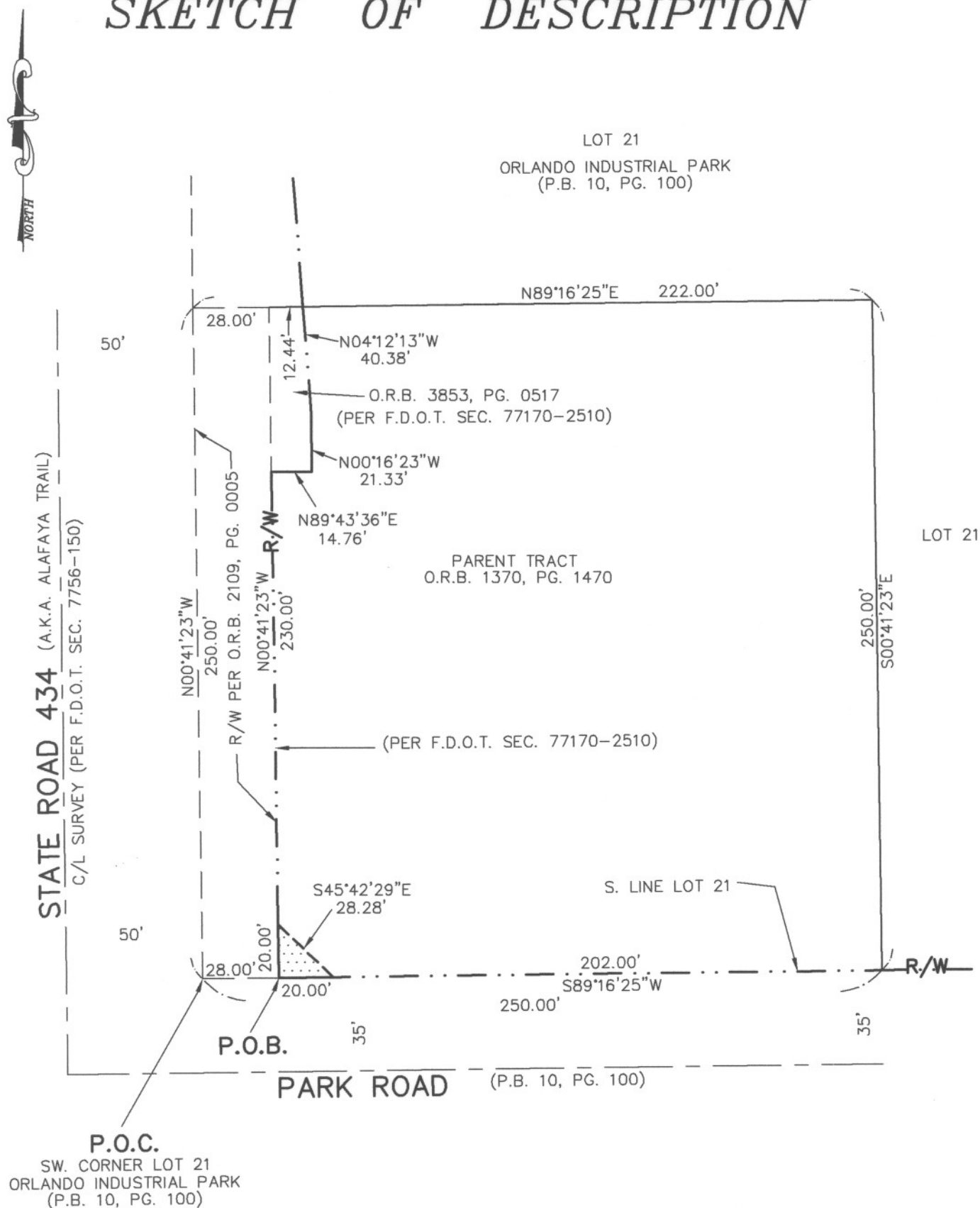
I HEREBY CERTIFY, that on this 1st day of April, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jack H. Zimmer, as Managing General Partner of Zimmer Poster Service, A Florida General Partnership, who is personally known to me or who has produced FLDL 2560-428-20-221-0 as identification and did/did not take an oath.



Print Name: Heidi Ute Miller
Notary Public in and for the County
and State Aforementioned

My commission expires: 6/30/2008

SKETCH OF DESCRIPTION



SHEET 1 OF 2

SEMINOLE COUNTY

ENGINEERING DEPARTMENT
SURVEY SECTION
520 W. LAKE MARY BLVD.
SANFORD, FLORIDA 32773
(407)665-5647

NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

BY:

GARY A. LEISE, P.L.S., FLA. CERT.# 4723

LEGEND

△ CENTRAL ANGLE (DELTA)	PB - PLAT BOOK
R - RADIUS	PG - PAGE (S)
CB - CHORD BEARING	ORB - OFFICIAL RECORDS BOOK
L - ARC LENGTH	SEC - SECTION - TOWNSHIP - RANGE
C - CHORD	PCL - PARCEL
○ SET IRON PIN OR PIPE	PC - POINT OF CURVATURE
◦ FOUND IRON PIN OR PIPE	PT - POINT OF TANGENCY
□ SET CONCRETE MONUMENT	PI - POINT OF INTERSECTION
■ FOUND CONCRETE MONUMENT	PCC - POINT OF COMPOUND CURVE
P.O.B. - POINT OF BEGINNING	PRC - POINT OF REVERSE CURVE
P.O.C. - POINT OF COMMENCEMENT	M - MEASURED
P.O.T. - POINT OF TERMINATION	P - PLAT
R/W - RIGHT OF WAY	F - FIELD
D - DEED	C - CALCULATED
C/L - CENTERLINE	P/L - PROPERTY LINE
UTIL - UTILITY	ESMT - EASEMENT

FIELD DATE: N/A

DATE: 02/13/08

JOB NAME: 08-007

SCALE: 1"=50'

DRAWN BY: L.W.

CHECKED BY:

EXHIBIT "A-1"

LEGAL DESCRIPTION

THAT PORTION OF A CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1370, PAGE 1470, ALSO BEING A PART OF LOT 21, ORLANDO INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 100, LESS THAT PORTION FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 2105, PAGE 0005 AND OFFICIAL RECORDS BOOK 3853, PAGE 0517 (SECTION 77170-2510) ALL BEING RECORDED IN THE PUBLIC RECORDS, SEMINOLE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 21; THENCE RUN N89°16'25"E ALONG THE SOUTH LINE OF SAID LOT 21 A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING SAID POINT BEING THE THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PARK ROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434 (SECTION 77170-2510); THENCE RUN N00°41'23"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE RUN S45°42'29"E A DISTANCE OF 28.28 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PARK ROAD; THENCE RUN S89°16'25"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 200 SQUARE FEET MORE OR LESS.

SHEET 2 OF 2

SURVEYOR'S NOTES

- 1. THIS IS NOT A SURVEY.
- 2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
- 3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

LEGEND

BEARINGS BASED ON :
THE NORTHERLY RIGHT-OF-WAY LINE OF
PARK ROAD AS BEING S89°16'25"W.

REVISIONS

	DATE	BY	REVISIONS	REQUESTED BY:
1				
2				
3				
4				

JOB NAME: 08-007	FIELD DATE: N/A	DATE: 02/13/08	SCALE: 1"=50'	DRAWN BY: L.W.	CHECKED BY:
------------------	-----------------	----------------	---------------	----------------	-------------

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Adoption of a Resolution Accepting Six (6) Temporary Construction Easements Necessary for the Wekiva Park Drive Outfall Drainage Improvement Project

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Rolando Raymundo

EXT: 5715

MOTION/RECOMMENDATION:

Adopt a Resolution accepting six (6) Temporary Construction Easements necessary for the Wekiva Park Drive Outfall Drainage Improvement Project.

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

The banks of an existing outfall canal from Wekiva Park Drive along a property known as Katie's Landing are eroding and transporting sediments to the Wekiva River. This project (Capital Improvement Project #00209106) will correct the erosion and sedimentation problem by reconstructing the canal; stabilizing the bank; reducing potential flooding to the adjacent residents; and will provide access for regular maintenance. The six (6) property owners adjacent to the drainage outfall for Wekiva Park Drive (Harry A. Clark and Dianne C. Clark; Michael Wayne Dorough and Donna Winsor Dorough; Stephen Naivar; Linda G. Ogburn; Joe B. McCawley, Jr.; Rosemary D. Harvey, Trustee) have indicated their willingness to donate the Temporary Construction Easements necessary for this project; as evidenced by the attached documents.

STAFF RECOMMENDATION:

Staff recommends the Board adopt the Resolution accepting six (6) Temporary Construction Easements necessary for the Wekiva Park Drive Outfall Drainage Improvement Project.

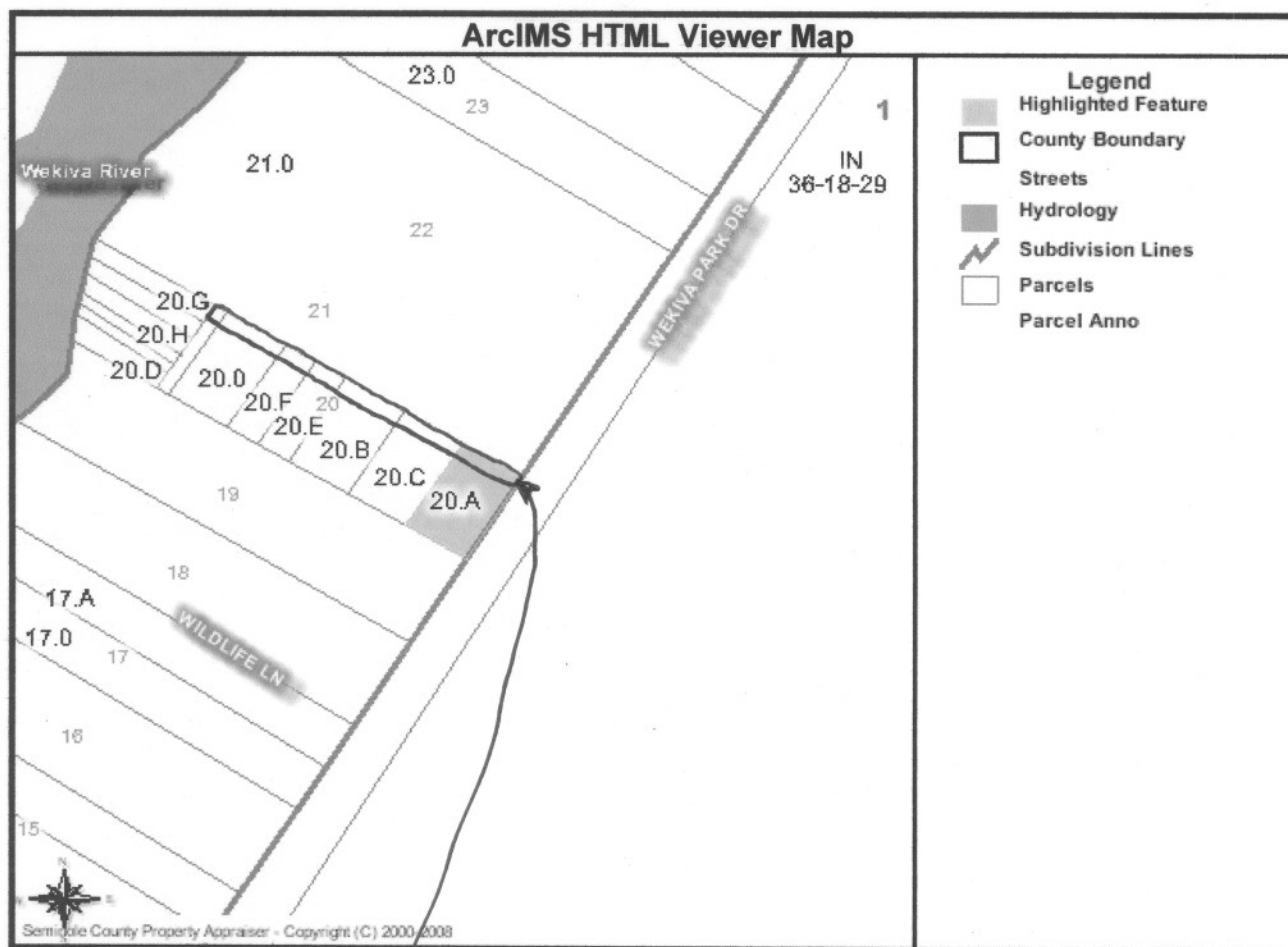
ATTACHMENTS:

1. Location Map
2. Resolution
3. Six Quit Claim Deeds - Wekiva Park Drive Outfall

Additionally Reviewed By:

☒ County Attorney Review (Matthew Minter)

Location Map



Subject Parcels

RESOLUTION NO. 2008-R-_____

RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE
REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON
THE _____ DAY OF _____, 2008.**

WHEREAS, it has been determined by the Board of County Commissioners of Seminole County that a necessity exists for outfall drainage improvements for Wekiva Park Drive located in Section 21, Township 19 South, Range 29 East, in Seminole County, Florida; and

WHEREAS, the outfall drainage improvements will require Temporary Construction Easements that are not owned by the County of Seminole; and

WHEREAS, Harry A. Clark and Dianne C. Clark, Michael Wayne Dorough and Donna Winsor Dorough, Stephen Naivar, Linda G. Ogburn, Joe B. McCawley, Jr. and Rosemary D. Harvey, Trustee, have indicated their willingness to donate to Seminole County the required Temporary Construction Easements as evidenced by the executed Temporary Construction Easements accompanying this resolution.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County, Florida, hereby accepts the accompanying Temporary Construction Easements conveying to Seminole County an easement over the land described within the Temporary Construction Easements attached hereto; and

BE IT FURTHER RESOLVED that the aforementioned Temporary Construction Easements be recorded in the Official Records of Seminole County, Florida.

ADOPTED THIS _____ DAY OF _____, 2008.

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

ATTEST:

Brenda Carey, Chairman

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

Prepared under the direction of:
Charles F. Barcus
Program Manager/Right-of-Way
04-03-2008

Document Prepared By:
Warren Lewis, Right-of-Way Agent
Right-of-Way Section
Seminole County Engineering Division
520 W. Lake Mary Blvd., 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

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT is made this 25th day of February, 2008 between Harry A. Clark and Dianne C. Clark, his wife, whose address is 8904 Wildlife Lane, Sanford, Florida, 32771, hereinafter called 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 called the GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE permission, to be exercised during the period of construction, to enter upon the following described lands:

See Legal Description and Sketch of Description attached hereto as Exhibits "A-1" & "A-2" respectively

Property Appraiser's Parent Parcel Identification No:
21-19-29-5MQ-0000-020C

for the purpose of filling in the existing canal and restoring the backyard of said property thereon. This stormwater project is identified as the Wekiva Park Drive outfall improvements under stormwater CIP # 00209106, with the construction to be undertaken by the GRANTEE for outfall canal improvements, open ditch improvements and utilizing said property for all other purposes that the GRANTEE deems or subsequently deems necessary or desirable during the course of the stormwater project.

THIS EASEMENT is granted upon the condition that the grading upon the above land shall not extend beyond the limits outlined above, and that all grading shall conform to all proposed improvements within the limits designated. Additionally, as to tying in, harmonizing, construction and all other uses to which the property is put by the GRANTEE, as the completion of work provided herein, the easement area will be restored by the GRANTEE, to the conditions prior to this easement, except for any improvements that may be constructed by the GRANTEE in connection with the use of this Temporary Construction Easement.

THIS EASEMENT shall expire upon completion of this stormwater project, but no later than 1 1/2 years from the beginning of construction, which will be approximately in April 2008. Also the GRANTEE covenants that existing structures and drainage flow ways and patterns will not be altered or impeded by the GRANTEE in any way.

GRANTOR covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to further assure the GRANTEE if necessary.

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year above written.

Signed, Sealed & Delivered
In the presence of:

(Sign): Heidi Miller
Print Name: Heidi Miller

Harry A Clark
Harry A. Clark

(Sign): Louise Hayes Coleman
Print Name: Louise Hayes Coleman

(Sign): Heidi Miller
Print Name: Heidi Miller

Dianne C Clark
Dianne C. Clark

(Sign): Louise Hayes Coleman
Print Name: Louise Hayes Coleman

STATE OF FLORIDA)
COUNTY OF SEMINOLE) SS

I HEREBY CERTIFY, that on this 25th day of February, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Harry A. Clark and Dianne C. Clark, his wife who are personally known to me or who have produced FL DL C462-361-26-325-0 as identification and ~~did~~ did not take an oath.



Print Name: Heidi Ute Miller
Notary Public in and for the County
and State Aforementioned
My commission expires: 6/30/2008

For the use and reliance of Seminole
County only. Approved as to form and
legal sufficiency.

Mark S. Miller
County Attorney

DESCRIPTION

A portion of land lying in Lot 20, A Replat of Wekiva Camp Sites, as described in Plat Book 9, Pages 19-21, recorded in the Public Records of Seminole County, Florida, more particularly described as:

Commence at the Northeast corner of said Lot 20; thence North 55°09'00" West, a distance of 100.00 feet along the Northeasterly line of said Lot 20 to the Point of Benning; thence continuing along said Northeasterly line North 55°09'00" West, a distance of 100.00 feet to a point on a line 200.00 Northwesterly and parallel with the the Northwesterly right of way line of Wekiva Park Drive as described in Plat Book 9, Pages 19-21, recorded in the Public Records of Seminole County, Florida; thence South 34°51'00" West, a distance of 35.00 along said parallel line feet to a point on a line 35.00 feet Southwesterly of and parallel with said Northeasterly line; thence South 55°09'00" East, a distance of 100.00 feet along said parallel line to a point on line 100.00 feet Northwesterly and parallel with said Northwesterly right of way line; thence North 34°51'00" East, a distance of 35.00 feet along said parallel line to the Point of Beginning.

Containing 3,500 square feet, more or less.

SURVEYORS NOTES

1. Bearings shown hereon are based on the Northwesterly right of way line of Wekiva Park Drive, as being N34°51'00"E.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.


DESCRIPTION	Date: May 24, 2007 AR		CERT. NO. LB2108 50104013
FOR Camp, Dresser & McKee, Inc.	Job No.: 50104	Scale: 1" = 20'	 <p>SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 fax (407) 292-0141 email: info@southeasternsurveying.com</p> <p>GARY B. KRIUK REGISTERED LAND SURVEYOR NO. 4245</p>
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. NOT VALID WITHOUT SHEET 2		

EXHIBIT "A-1"

SKETCH OF DESCRIPTION

POINT OF COMMENCEMENT
NORTHEAST CORNER LOT 20
A REPLAT OF WEKIVA CAMP SITES
PLAT BOOK 9, PAGE 19-21
SEMINOLE COUNTY, FLORIDA

POINT OF
BEGINNING

N55°09'00"W 100.00'

N55°09'00"W 100.00'

NORTHEASTERLY LINE OF LOT 20
A REPLAT OF WEKIVA CAMP SITES
PLAT BOOK 9, PAGE 19-21

S34°51'00"W
35.00'

35.00'
N34°51'00"E

S55°09'00"E 100.00'

NORTHWESTERLY RIGHT OF WAY LINE
N34°51'00"E

WEKIVA PARK DRIVE

PER PLAT BOOK 9 PAGES 19-21



1" = 20'
GRAPHIC SCALE

0 10 20 40

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1

EXHIBIT "A-2"

Drawing No. 50104013
Job No. 50104
Date: 05/24/07
SHEET 2 OF 2
See Sheet 1 for Description



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email:info@southeasternsurveying.com

Document Prepared By:
Warren Lewis, Right-of-Way Agent
Right-of-Way Section
Seminole County Engineering Division
520 W. Lake Mary Blvd., 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

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT is made this 20th day of February, 2008 between Michael Wayne Dorough and Donna Winsor Dorough, his wife, (formerly Donna L. Winsor), whose address is 8908 Wildlife Lane, Sanford, Florida, 32771, hereinafter called 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 called the GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE permission, to be exercised during the period of construction, to enter upon the following described lands:

See Legal Description and Sketch of Description attached hereto as Exhibits "A-1" & "A-2" respectively

Property Appraiser's Parent Parcel Identification No:
21-19-29-5MQ-0000-020B

for the purpose of filling in the existing canal and restoring the backyard of said property thereon. This stormwater project is identified as the Wekiva Park Drive outfall improvements under CIP # 00209106, with the construction to be undertaken by the GRANTEE for outfall canal improvements, open ditch improvements and utilizing said property for all other purposes that the GRANTEE deems or subsequently deems necessary or desirable during the course of the stormwater project.

THIS EASEMENT is granted upon the condition that grading upon the above land shall not extend beyond the limits outlined above, and that all grading shall conform to all proposed improvements within the limits designated. Additionally, as to tying in, harmonizing, construction and all other uses to which the property is put by the GRANTEE, as the completion of work provided herein, the easement area will be restored by the GRANTEE, to the conditions prior to this easement, except for any improvements that may be constructed by the GRANTEE in connection with the use of this Temporary Construction Easement.

THIS EASEMENT shall expire upon completion of this stormwater project, but no later than 1 1/2 years from the beginning of construction, which will be approximately in April 2008. Also the GRANTEE covenants that existing structures and drainage flow ways and patterns will not be altered or impeded by the GRANTEE in any way.

GRANTOR covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to further assure the GRANTEE if necessary.

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year above written.

Signed, Sealed & Delivered
In the presence of:

(Sign): [Signature]
Print Name: LEON G. COBURN

[Signature]
Michael Wayne Dorough

(Sign): [Signature]
Print Name: JEAN J COLLOCK

[Signature]
Donna Winsor Dorough

(Sign): [Signature]
Print Name: LEON G. COBURN

(Sign): [Signature]
Print Name: JEAN J COLLOCK

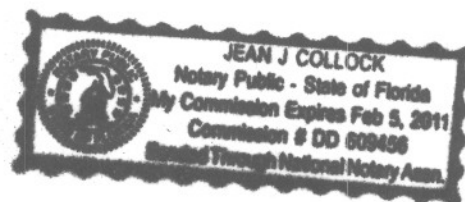
STATE OF FLORIDA)
) SS
COUNTY OF SEMINOLE)

I HEREBY CERTIFY, that on this 20th day of February, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael Wayne Dorough and Donna Winsor Dorough, his wife who are personally known to me or who has produced _____ as identification and did/did not take an oath.

FL DL # 620-559-65-24-0 Ex 7/8/13
FL DL # W526-172-53-752-0 Ex 7/1/14
Print Name: [Signature]
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

For the use and reliance of Seminole
County only. Approved as to form and
legal sufficiency.

[Signature]
County Attorney



DESCRIPTION

A portion of land lying in Lot 20, A Replat of Wekiva Camp Sites, as described in Plat Book 9, Pages 19-21, recorded in the Public Records of Seminole County, Florida, more particularly described as:

Commence at the Northeast corner of said Lot 20; thence North 55°09'00" West, a distance of 200.00 feet along the Northeasterly line of said Lot 20 to the Point of Beginning; thence continuing along said Northeasterly line North 55°09'00" West, a distance of 100.00 feet to a point on a line 300.00 Northwesterly and parallel with the the Northwesterly right of way line of Wekiva Park Drive as described in Plat Book 9, Pages 19-21, recorded in the Public Records of Seminole County, Florida; thence South 34°51'00" West, a distance of 35.00 along said parallel line feet to a point on a line 35.00 feet Southwesterly of and parallel with said Northeasterly line; thence South 55°09'00" East, a distance of 100.00 feet along said parallel line to a point on line 200.00 feet Northwesterly and parallel with said Northwesterly right of way line; thence North 34°51'00" East, a distance of 35.00 feet along said parallel line to the Point of Beginning.

Containing 3,500 square feet, more or less.

SURVEYORS NOTES

1. Bearings shown hereon are based on the Northwesterly right of way line of Wekiva Park Drive, as being N34°51'00"E.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.


DESCRIPTION	Date: May 24, 2007 AR		CERT. NO. LB2708 5Q104014
FOR Camp, Dresser & McKee, Inc.	Job No.: 50104	Scale: 1" = 20'	 <p>SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 fax (407) 292-0141 email: info@southeasternsurveying.com</p> <p><i>Gary B. Krick</i> GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245</p>
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. NOT VALID WITHOUT SHEET 2		

EXHIBIT "A-1"

SKETCH OF DESCRIPTION

POINT OF COMMENCEMENT
NORTHEAST CORNER LOT 20
A REPLAT OF WEKIVA CAMP SITES
PLAT BOOK 9, PAGE 19-21
SEMINOLE COUNTY, FLORIDA

POINT OF
BEGINNING

N55°09'00"W 100.00'

N55°09'00"W 200.00'

NORTHEASTERLY LINE OF LOT 20
A REPLAT OF WEKIVA CAMP SITES
PLAT BOOK 9, PAGE 19-21

S34°51'00"W
35.00'

N34°51'00"E
35.00'

S55°09'00"E 100.00'

NORTHWESTERLY RIGHT OF WAY LINE
N34°51'00"E

WEKIVA PARK DRIVE
PER PLAT BOOK 9 PAGES 19-21



1" = 20'
GRAPHIC SCALE

0 10 20 40

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email:info@southeasternsurveying.com

Drawing No. 50104014
Job No. 50104
Date: 05/24/07
SHEET 2 OF 2
See Sheet 1 for Description

EXHIBIT "A-2"

Document Prepared By:
Warren Lewis, Right-of-Way Agent
Right-of-Way Section
Seminole County Engineering Division
520 W. Lake Mary Blvd., 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

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT is made this 20th day of February, 2008 between Stephen Naivar, whose address is 8916 Wildlife Lane, Sanford, Florida, 32771, hereinafter called 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 called the GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE permission, to be exercised during the period of construction, to enter upon the following described lands:

See Legal Description and Sketch of Description attached hereto as Exhibits "A-1" & "A-2" respectively

Property Appraiser's Parent Parcel Identification No:
21-19-29-5MQ-0000-0200

for the purpose of filling in the existing canal and restoring the backyard of said property thereon. This stormwater project is identified as the Wekiva Park Drive outfall improvements under CIP # 00209106, with the construction to be undertaken by the GRANTEE for outfall canal improvements, open ditch improvements and utilizing said property for all other purposes that the GRANTEE deems or subsequently deems necessary or desirable during the course of the stormwater project.

THIS EASEMENT is granted upon the condition that the grading upon the above land shall not extend beyond the limits outlined above, and that all grading shall conform to all proposed improvements within the limits designated. Additionally, as to tying in, harmonizing, construction and all other uses to which the property is put by the GRANTEE, as the completion of work provided herein, the easement area will be restored by the GRANTEE, to the conditions prior to this easement, except for any improvements that may be constructed by the GRANTEE in connection with the use of this Temporary Construction Easement.

THIS EASEMENT shall expire upon completion of this stormwater project, but no later than 1 1/2 years from the beginning of construction, which will be approximately in April 2008. Also the GRANTEE covenants that existing structures and drainage flow ways and patterns will not be altered or impeded by the GRANTEE in any way.

GRANTOR covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to further assure the GRANTEE if necessary.

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year above written.

Signed, Sealed & Delivered
In the presence of:

(Sign): [Signature]
Print Name: LEONOR G. DEBURN

[Signature]
Stephen Naivar

(Sign): [Signature]
Print Name: SEAN J. COLLOCK

STATE OF FLORIDA)
COUNTY OF SEMINOLE) SS

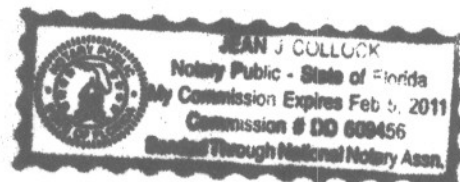
I HEREBY CERTIFY, that on this 20th day of February, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen Naivar, who is personally known to me or who has produced FL DL # N140-780-68-414-0 as identification and did/did not take an oath.

Exp 1/14/11

Print Name: [Signature]
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

For the use and reliance of Seminole
County only. Approved as to form and
legal sufficiency.

[Signature]
County Attorney



DESCRIPTION

A portion of land lying in Lot 20, A Replat of Wekiva Camp Sites, as described in Plat Book 9, Pages 19-21, recorded in the Public Records of Seminole County, Florida, more particularly described as:

Commence at the Northeast corner of said Lot 20; thence North 55°09'00" West, a distance of 400.00 feet along the Northeasterly line of said Lot 20 to the Point of Beginning; thence continuing along said Northeasterly line North 55°09'00" West, a distance of 100.00 feet to a point on a line 500.00 Northwesterly and parallel with the the Northwesterly right of way line of Wekiva Park Drive as described in Plat Book 9, Pages 19-21, recorded in the Public Records of Seminole County, Florida; thence South 34°51'00" West, a distance of 35.00 along said parallel line feet to a point on a line 35.00 feet Southwesterly of and parallel with said Northeasterly line; thence South 55°09'00" East, a distance of 100.00 feet along said parallel line to a point on line 400.00 feet Northwesterly and parallel with said Northwesterly right of way line; thence North 34°51'00" East, a distance of 35.00 feet along said parallel line to the Point of Beginning.

Containing 3,500 square feet, more or less.

SURVEYORS NOTES

1. Bearings shown hereon are based on the Northwesterly right of way line of Wekiva Park Drive, as being N34°51'00"E.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.


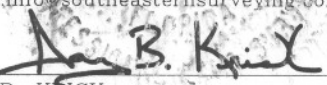
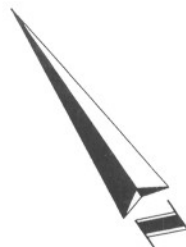
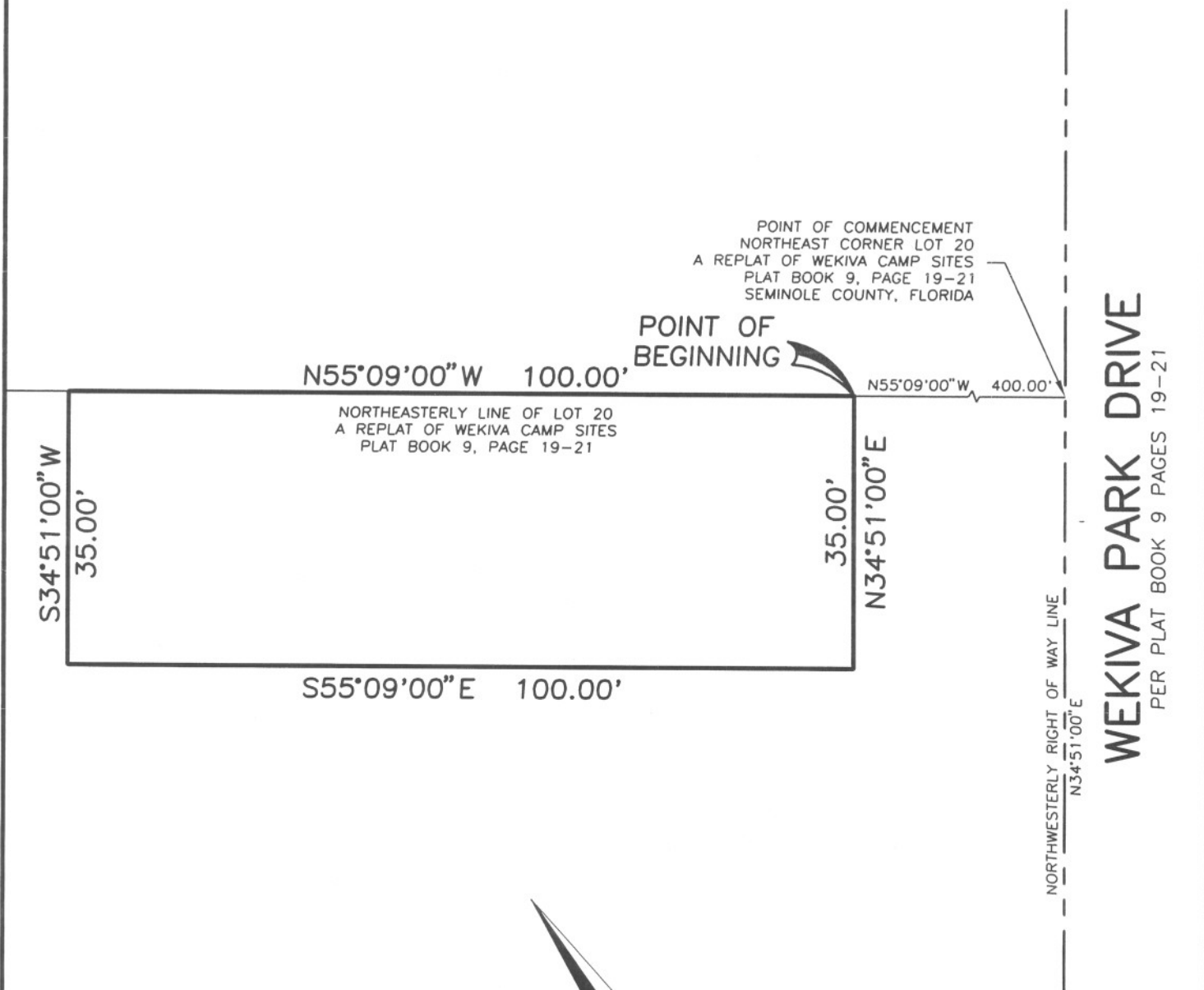
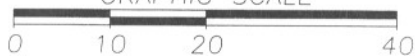
DESCRIPTION FOR Camp, Dresser & McKee, Inc.	Date: May 24, 2007 AR		CERT. NO. LB2108 50104017
	Job No.: 50104	Scale: 1" = 20'	 SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 Fax (407) 292-0141 email: info@southeasternsurveying.com  GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. NOT VALID WITHOUT SHEET 2		

EXHIBIT "A-1"

SKETCH OF DESCRIPTION



1" = 20'
GRAPHIC SCALE



THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email:info@southeasternsurveying.com

Drawing No. 50104017
Job No. 50104
Date: 05/24/07
SHEET 2 OF 2
See Sheet 1 for Description

EXHIBIT "A-2"

Document Prepared By:
Warren Lewis, Right-of-Way Agent
Right-of-Way Section
Seminole County Engineering Division
520 W. Lake Mary Blvd., 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

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT is made this 20 day of February, 2008 between Linda G. Ogburn, whose address is 8900 Wildlife Lane, Sanford, Florida, 32771, hereinafter called 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 called the GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE permission, to be exercised during the period of construction, to enter upon the following described lands:

See Legal Description and Sketch of Description attached hereto as Exhibits "A-1" & "A-2" respectively

Property Appraiser's Parent Parcel Identification No:
21-19-29-5MQ-0000-020A

for the purpose of filling in the existing canal and restoring the backyard of said property thereon. This stormwater project is identified as the Wekiva Park Drive outfall improvements under CIP # 00209106, with the construction to be undertaken by the GRANTEE for outfall canal improvements, open ditch improvements and utilizing said property for all other purposes that the GRANTEE deems or subsequently deems necessary or desirable during the course of the stormwater project.

THIS EASEMENT is granted upon the condition that the grading upon the above land shall not extend beyond the limits outlined above, and that all grading shall conform to all proposed improvements within the limits designated. Additionally, as to tying in, harmonizing, construction and all other uses to which the property is put by the GRANTEE, as the completion of work provided herein, the easement area will be restored by the GRANTEE, to the conditions prior to this easement, except for any improvements that may be constructed by the GRANTEE in connection with the use of this Temporary Construction Easement.

THIS EASEMENT shall expire upon completion of this stormwater project, but no later than 1 1/2 years from the beginning of construction, which will be approximately in April, 2008. Also the GRANTEE covenants that existing structures and drainage flow ways and patterns will not be altered or impeded by the GRANTEE in any way.

GRANTOR covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to further assure the GRANTEE if necessary.

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year above written.

Signed, Sealed & Delivered
In the presence of:

(Sign): Sean J. Collock
Print Name: Sean J. Collock

Linda G. Ogburn
Linda G. Ogburn,

(Sign): Mike W. Dorough
Print Name: MIKE W. DOROUGH

STATE OF FLORIDA)
COUNTY OF SEMINOLE) SS

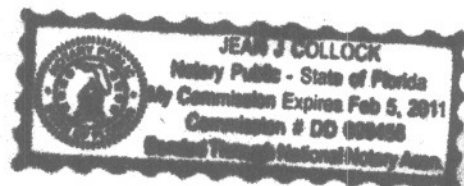
I HEREBY CERTIFY, that on this 20 day of Feb, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Linda G. Ogburn, who is personally known to me or who has produced FL DL # 0246-531-44-41-0 as identification and did/did not take an oath.

Exp 3/31/10

Print Name: Sean J. Collock
Notary Public in and for the County
and State Aforementioned
My commission expires: 2/5/11

For the use and reliance of Seminole
County only. Approved as to form and
legal sufficiency.

Mattias S. White
County Attorney



DESCRIPTION

A portion of land lying in Lot 20, A Replat of Wekiva Camp Sites, as described in Plat Book 9, Pages 19-21, recorded in the Public Records of Seminole County, Florida, more particularly described as:

Begin at the Northeast corner of said Lot 20; thence North 55°09'00" West, a distance of 100.00 feet along the Northeasterly line of said Lot 20 to a point on a line 100.00 Northwesterly and parallel with the the Northwesterly right of way line of Wekiva Park Drive as described in Plat Book 9, Pages 19-21, recorded in the Public Records of Seminole County, Florida; thence South 34°51'00" West, a distance of 35.00 along said parallel line feet to a point on a line 35.00 feet Southwesterly of and parallel with said Northeasterly line; thence South 55°09'00" East, a distance of 100.00 feet along said parallel line to a point on said Northwesterly right of way line; thence North 34°51'00" East, a distance of 35.00 feet along said Northwesterly right of way line to the Point of Beginning.

Containing 3,500 square feet, more or less.

SURVEYORS NOTES

1. Bearings shown hereon are based on the Northwesterly right of way line of Wekiva Park Drive, as being N34°51'00"E.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.


DESCRIPTION	Date: May 24, 2007 AR		CERT. NO. LB2108 50104012
FOR Camp, Dresser & McKee, Inc.	Job No.: 50104	Scale: 1" = 20'	 <p>SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32819-4350 (407) 292-8580 FAX (407) 292-0141 email: info@southeasternsurveying.com</p> <p>GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245</p>
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. NOT VALID WITHOUT SHEET 2		

EXHIBIT "A-1"

SKETCH OF DESCRIPTION

POINT OF BEGINNING

NORTHEAST CORNER LOT 20
A REPLAT OF WEKIVA CAMP SITES
PLAT BOOK 9, PAGE 19-21
SEMINOLE COUNTY, FLORIDA

N55°09'00"W 100.00'

NORTHEASTERLY LINE OF LOT 20
A REPLAT OF WEKIVA CAMP SITES
PLAT BOOK 9, PAGE 19-21

S34°51'00"W
35.00'

35.00'
N34°51'00"E

S55°09'00"E 100.00'

NORTHWESTERLY RIGHT OF WAY LINE

WEKIVA PARK DRIVE

PER PLAT BOOK 9, PAGES 19-21



1" = 20'
GRAPHIC SCALE



THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email:info@southeasternsurveying.com

Drawing No. 50104012
Job No. 50104
Date: 05/24/07
SHEET 2 OF 2
See Sheet 1 for Description

EXHIBIT "A-2"

Document Prepared By:
Warren Lewis, Right-of-Way Agent
Right-of-Way Section
Seminole County Engineering Division
520 W. Lake Mary Blvd., 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

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT is made this 26th day of February, 2008 between Joe B. McCawley, Jr. whose address is 2104 Homewood Drive, Orlando, Florida, 32809, hereinafter called 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 called the GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE permission, to be exercised during the period of construction, to enter upon the following described lands:

See Legal Description and Sketch of Description attached hereto as Exhibits "A-1" & "A-2" respectively

Property Appraiser's Parent Parcel Identification No:
21-19-29-5MQ-0000-020M

for the purpose of filling in the existing canal and restoring the backyard of said property thereon. This stormwater project is identified as the Wekiva Park Drive outfall improvements under CIP# 00209106, with the construction to be undertaken by the GRANTEE for outfall canal improvements, open ditch improvements and utilizing said property for all other purposes that the GRANTEE deems or subsequently deems necessary or desirable during the course of the stormwater project.

THIS EASEMENT is granted upon the condition that the grading upon the above land shall not extend beyond the limits outlined above, and that all grading shall conform to all proposed improvements within the limits designated. Additionally, as to tying in, harmonizing, construction and all other uses to which the property is put by the GRANTEE, as the completion of work provided herein, the easement area will be restored by the GRANTEE, to the conditions prior to this easement, except for any improvements that may be constructed by the GRANTEE in connection with the use of this Temporary Construction Easement.

THIS EASEMENT shall expire upon completion of this stormwater project, but no later than 1 1/2 years from the beginning of construction, which will be approximately in April 2008. Also the GRANTEE covenants that existing structures and drainage flow ways and patterns will not be altered or impeded by the GRANTEE in any way.

GRANTOR covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to further assure the GRANTEE if necessary.

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year above written.

Signed, Sealed & Delivered
In the presence of:

(Sign): [Signature]
Print Name: Amanda Long
(Sign): [Signature]
Print Name: Heidi Miller

[Signature]
Joe B. McCawley, Jr.

STATE OF FLORIDA)
) SS
COUNTY OF SEMINOLE)

I HEREBY CERTIFY, that on this 26th day of February, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Joe B. McCawley, Jr. who is personally known to me or who has produced FL DL M240-422-28-090-0 as identification and did/did not take an oath.

[Signature]
Print Name: Heidi Ute Miller
Notary Public in and for the County
and State Aforementioned
My commission expires: 6/2008

For the use and reliance of Seminole
County only. Approved as to form and
legal sufficiency.

[Signature]
County Attorney

Page 2 of 2



DESCRIPTION

A portion of land lying in Lot 20, A Replat of Wekiva Camp Sites, as described in Plat Book 9, Pages 19-21, recorded in the Public Records of Seminole County, Florida, more particularly described as:

Commence at the Northeast corner of said Lot 20; thence North 55°09'00" West, a distance of 500.00 feet along the Northeasterly line of said Lot 20 to the Point of Beginning; thence continuing along said Northeasterly line North 55°09'00" West, a distance of 20.00 feet to a point on a line 520.00 Northwesterly and parallel with the the Northwesterly right of way line of Wekiva Park Drive as described in Plat Book 9, Pages 19-21, recorded in the Public Records of Seminole County, Florida; thence South 34°51'00" West, a distance of 35.00 along said parallel line feet to a point on a line 35.00 feet Southwesterly of and parallel with said Northeasterly line; thence South 55°09'00" East, a distance of 20.00 feet along said parallel line to a point on line 500.00 feet Northwesterly and parallel with said Northwesterly right of way line; thence North 34°51'00" East, a distance of 35.00 feet along said parallel line to the Point of Beginning.

Containing 700 square feet, more or less.

SURVEYORS NOTES

- Bearings shown hereon are based on the Northwesterly right of way line of Wekiva Park Drive, as being N34°51'00"E.
- I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
- Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.


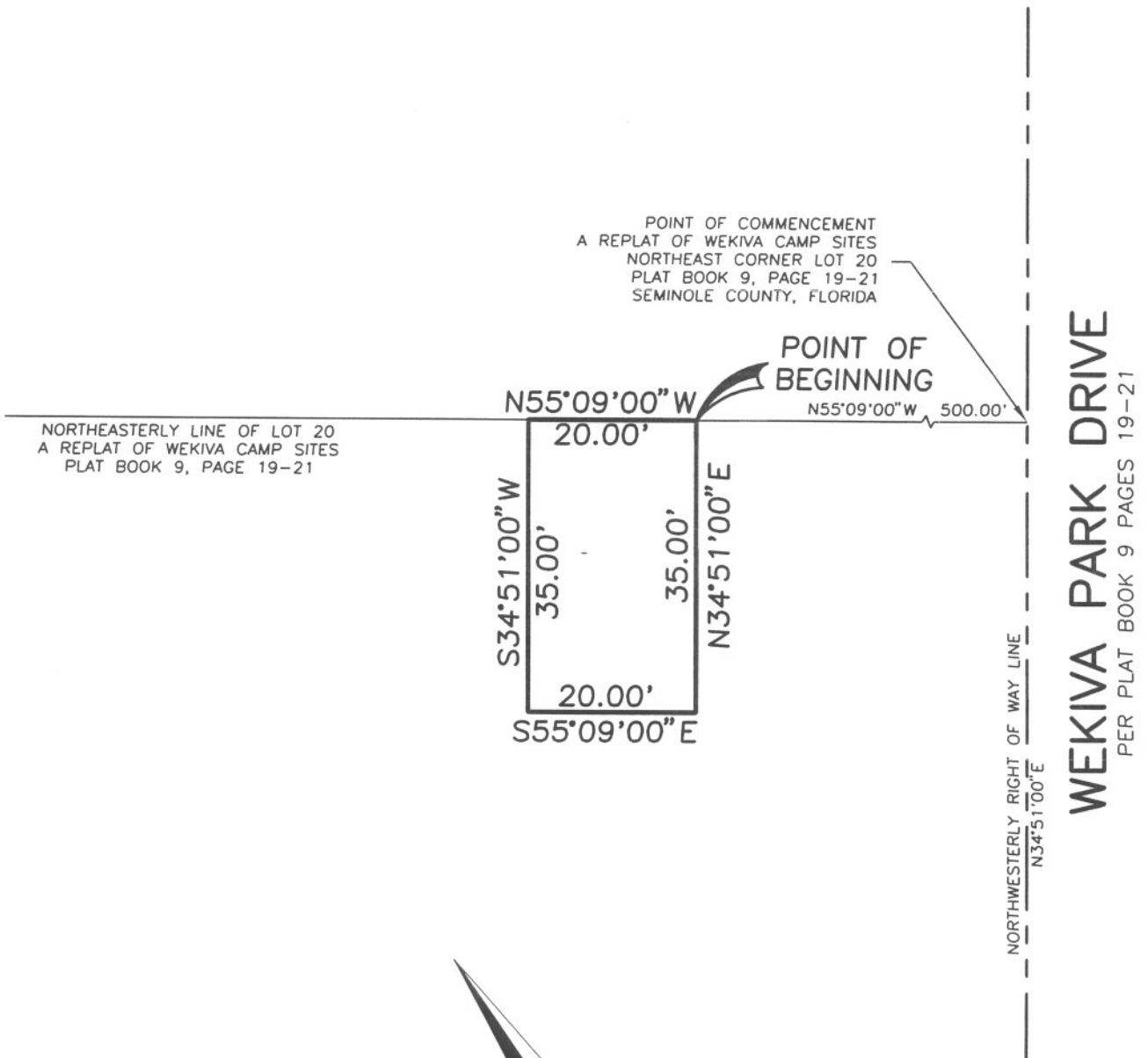
DESCRIPTION	Date: May 24, 2007 AR		CERT. NO. LB2108 50104018
FOR Camp, Dresser & McKee, Inc.	Job No.: 50104	Scale: 1" = 20'	 <p>SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32819-4350 (407) 292-6580 Fax (407) 292-6141 email: info@southeasternsurveying.com</p> <p><i>Gary B. Krick</i> GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245</p>
	<p>CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. NOT VALID WITHOUT SHEET 2</p>		

EXHIBIT "A-1"

SKETCH OF DESCRIPTION



Drawing No. 50104018
Job No. 50104
Date: 05/24/07
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1

Southeastern Surveying
SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email:info@southeasternsurveying.com

EXHIBIT "A-2"

Document Prepared By:
Warren Lewis, Right-of-Way Agent
Right-of-Way Section
Seminole County Engineering Division
520 W. Lake Mary Blvd., 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

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT is made this 10th day of March, 2008 between Rosemary D. Harvey, Trustee, whose address is 530 Lake Avenue, Orlando, Florida, 32801, hereinafter called 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 called the GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE permission, to be exercised during the period of construction, to enter upon the following described lands:

See Legal Descriptions and Sketch of Descriptions attached hereto as Exhibits "A-1", "A-2", "A-3", & "A-4" respectively

Property Appraiser's Parent Parcel Identification No:
21-19-29-5MQ-0000-020E & 21-19-29-5MQ-0000-020F

for the purpose of filling in the existing canal and restoring the backyard of said property thereon. This stormwater project is identified as the Wekiva Park Drive outfall improvements under stormwater CIP # 00209106, with the construction to be undertaken by the GRANTEE for outfall canal improvements, open ditch improvements and utilizing said property for all other purposes that the GRANTEE deems or subsequently deems necessary or desirable during the course of the stormwater project.

THIS EASEMENT is granted upon the condition that the grading upon the above land shall not extend beyond the limits outlined above, and that all grading shall conform to all proposed improvements within the limits designated. Additionally, as to tying in, harmonizing, construction and all other uses to which the property is put by the GRANTEE, as the completion of work provided herein, the easement area will be restored by the GRANTEE, to the conditions prior to this easement, except for any improvements that may be constructed by the GRANTEE in connection with the use of this Temporary Construction Easement.

THIS EASEMENT shall expire upon completion of this stormwater project, but no later than 1 1/2 years from the beginning of construction, which will be approximately in April 2008. Also the GRANTEE covenants that existing structures and drainage flow ways and patterns will not be altered or impeded by the GRANTEE in any way.

GRANTOR covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to further assure the GRANTEE if necessary.

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year above written.

Signed, Sealed & Delivered

In the presence of:

(Sign): Carmen L. Benitez
Print Name: Carmen L. Benitez

Rosemary D. Harvey
Rosemary D. Harvey, Trustee

(Sign): Wendy Mayer
Print Name: Wendy Mayer

STATE OF FLORIDA)
) SS
COUNTY OF SEMINOLE)

I HEREBY CERTIFY, that on this 10 day of March, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Rosemary D. Harvey, Trustee who is personally known to me or who has produced HE10-724-29-790-0 as identification and did/did not take an oath.

Carmen L. Benitez
Print Name: Carmen L. Benitez

Notary Public in and for the County
and State Aforementioned

My commission expires: _____



Carmen L. Benitez
My Commission DD333025
Expires August 28, 2008

For the use and reliance of Seminole
County only. Approved as to form and
legal sufficiency.

Matthew L. Nunez
County Attorney

DESCRIPTION

A portion of land lying in Lot 20, A Replat of Wekiva Camp Sites, as described in Plat Book 9, Pages 19-21, recorded in the Public Records of Seminole County, Florida, more particularly described as:

Commence at the Northeast corner of said Lot 20; thence North 55°09'00" West, a distance of 300.00 feet along the Northeasterly line of said Lot 20 to the Point of Beginning; thence continuing along said Northeasterly line North 55°09'00" West, a distance of 50.00 feet to a point on a line 350.00 Northwesterly and parallel with the the Northwesterly right of way line of Wekiva Park Drive as described in Plat Book 9, Pages 19-21, recorded in the Public Records of Seminole County, Florida; thence South 34°51'00" West, a distance of 35.00 along said parallel line feet to a point on a line 35.00 feet Southwesterly of and parallel with said Northeasterly line; thence South 55°09'00" East, a distance of 50.00 feet along said parallel line to a point on line 300.00 feet Northwesterly and parallel with said Northwesterly right of way line; thence North 34°51'00" East, a distance of 35.00 feet along said parallel line to the Point of Beginning.

Containing 1,750 square feet, more or less.

SURVEYORS NOTES

1. Bearings shown hereon are based on the Northwesterly right of way line of Wekiva Park Drive, as being N34°51'00"E.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.


DESCRIPTION	Date: May 24, 2007 AR		CERT. NO. 5B2104 50104015
FOR Camp, Dresser & McKee, Inc.	Job No.: 50104	Scale: 1" = 20'	 <p>SOUTHEASTERN SURVEYING & MAPPING CORP. 6560 Alcazar Boulevard Orlando, Florida 32810-4350 (407) 892-8580 • fax (407) 292-0141 email: info@southeasternsurveying.com</p> <p><i>Gary B. Krick</i> GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245</p>
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. NOT VALID WITHOUT SHEET 2		

EXHIBIT "A-1"

SKETCH OF DESCRIPTION

POINT OF COMMENCEMENT
NORTHEAST CORNER LOT 20
A REPLAT OF WEKIVA CAMP SITES
PLAT BOOK 9, PAGE 19-21
SEMINOLE COUNTY, FLORIDA

POINT OF
BEGINNING

N55°09'00"W 50.00'

NORTHEASTERLY LINE OF LOT 20
A REPLAT OF WEKIVA CAMP
SITES PLAT BOOK 9, PAGE 19-21

N55°09'00"W 300.00'

S34°51'00"W
35.00'

35.00'

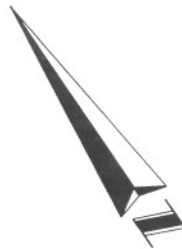
N34°51'00"E

S55°09'00"E 50.00'

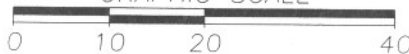
NORTHWESTERLY RIGHT OF WAY LINE
N34°51'00"E

WEKIVA PARK DRIVE

PER PLAT BOOK 9 PAGES 19-21



1" = 20'
GRAPHIC SCALE



THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email:info@southeasternsurveying.com

Drawing No. 50104015
Job No. 50104
Date: 05/24/07
SHEET 2 OF 2
See Sheet 1 for Description

EXHIBIT "A-2"

DESCRIPTION

A portion of land lying in Lot 20, A Replat of Wekiva Camp Sites, as described in Plat Book 9, Pages 19-21, recorded in the Public Records of Seminole County, Florida, more particularly described as:

Commence at the Northeast corner of said Lot 20; thence North 55°09'00" West, a distance of 350.00 feet along the Northeasterly line of said Lot 20 to the Point of Beginning; thence continuing along said Northeasterly line North 55°09'00" West, a distance of 50.00 feet to a point on a line 400.00 Northwesterly and parallel with the the Northwesterly right of way line of Wekiva Park Drive as described in Plat Book 9, Pages 19-21, recorded in the Public Records of Seminole County, Florida; thence South 34°51'00" West, a distance of 35.00 along said parallel line feet to a point on a line 35.00 feet Southwesterly of and parallel with said Northeasterly line; thence South 55°09'00" East, a distance of 50.00 feet along said parallel line to a point on line 350.00 feet Northwesterly and parallel with said Northwesterly right of way line; thence North 34°51'00" East, a distance of 35.00 feet along said parallel line to the Point of Beginning.

Containing 1,750 square feet, more or less.

SURVEYORS NOTES

1. Bearings shown hereon are based on the Northwesterly right of way line of Wekiva Park Drive, as being N34°51'00"E.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.


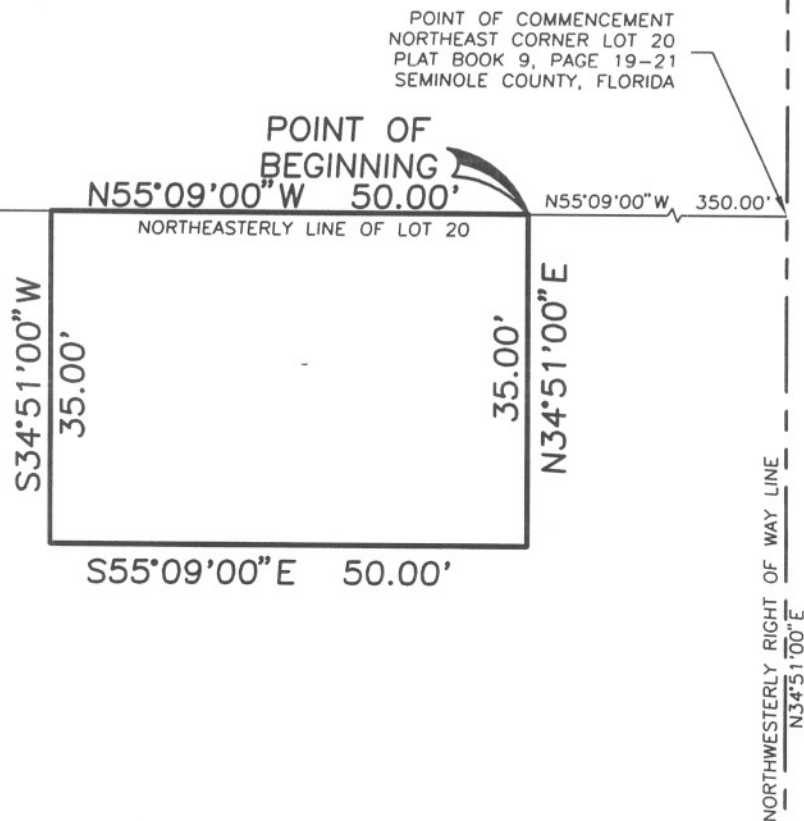
DESCRIPTION	Date: May 24, 2007 AR		CERT. NO. LB2108 50104016
FOR Camp, Dresser & McKee, Inc.	Job No.: 50104	Scale: 1" = 20'	 <p>SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-3580 fax (407) 292-0141 email: info@southeasternsurveying.com</p> <p>GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245</p>
	<p>CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. NOT VALID WITHOUT SHEET 2</p>		

EXHIBIT "A-3"

SKETCH OF DESCRIPTION



WEKIVA PARK DRIVE

PER PLAT BOOK 9 PAGES 19-21



1" = 20'
GRAPHIC SCALE



THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1

EXHIBIT "A-4"



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email:info@southeasternsurveying.com

Drawing No. 50104016
Job No. 50104
Date: 05/24/07
SHEET 2 OF 2
See Sheet 1 for Description

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Authorization to Enter into an Interlocal Agreement with the City of Casselberry Relating to the Transfer of Ownership, Jurisdiction Over and Full Functional Responsibility for a Portion of Belle Avenue

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Tom Radzai

EXT: 5669

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an Interlocal Agreement with the City of Casselberry relating to the transfer of ownership, jurisdiction over and full functional responsibility for a portion of Belle Avenue.

District 2 Michael McLean

Jerry McCollum

BACKGROUND:

The City of Casselberry has petitioned the County to assign and transfer to the City ownership, jurisdiction over and full functional responsibility for that portion of Belle Avenue as shown on Attachment "A" of the Interlocal Agreement and described as lying between the north line of Lot 1, Swop Subdivision (Plat Book 39, Page 63) south to the southerly line of Johnson's Poultry Farms (3,700 feet \pm) also being same as south line of Lot 108, D.R. Mitchell Survey of the Levy Grant, Plat Book 1, Page 5.

STAFF RECOMMENDATION:

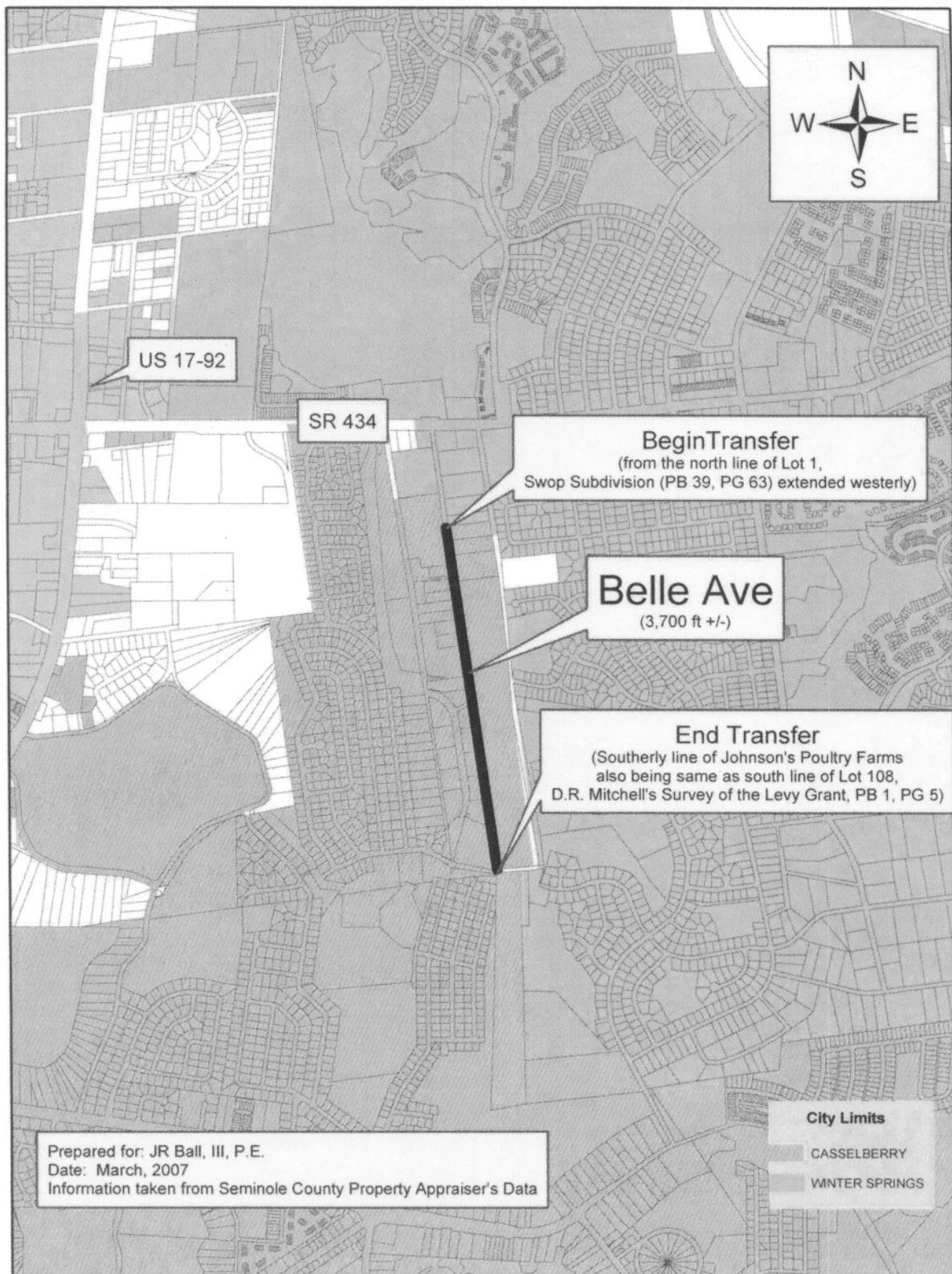
Staff recommends the Board approve and authorize the Chairman to execute an Interlocal Agreement with the City of Casselberry relating to the transfer of ownership, jurisdiction over and full functional responsibility for a portion of Belle Avenue.

ATTACHMENTS:

1. Location Map
2. Agreement

Additionally Reviewed By:

☒ County Attorney Review (Matthew Minter)



Attachment "A"

EXHIBIT "A"

**INTERLOCAL AGREEMENT BETWEEN
SEMINOLE COUNTY AND THE CITY OF CASSELBERRY
RELATING TO ROAD TRANSFERS**

THIS AGREEMENT, entered into this ____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereafter referred to as the "COUNTY", and the **CITY OF CASSELBERRY**, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereafter referred to as the "CITY".

W I T N E S S E T H:

WHEREAS, the parties have the common power to construct and maintain roads within their geographical jurisdictions; and

WHEREAS, certain roads in the jurisdictional boundaries of the COUNTY road system are located within the boundaries of the CITY; and

WHEREAS, the COUNTY and the CITY are agreeable to transferring ownership, maintenance and functional responsibility of the roads hereafter specified; and

WHEREAS, the CITY and the COUNTY wish to advise the Florida Department of Transportation ("FDOT") of the transfers provided for herein by means of the COUNTY providing FDOT, District 5 with a certified copy of this Interlocal Agreement; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 125, 126, 163, and 166, Florida Statutes, and by Sections 335.0415 and 337.29, Florida Statutes, and other applicable law; and

WHEREAS, the parties hereto have determined that this Agreement is in furtherance of the community health, safety and welfare and the public interest,

NOW THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:


Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Purpose. The purpose of this Agreement is for the COUNTY to assign and transfer to the CITY ownership, jurisdiction over and full functional responsibility for that portion of Belle Avenue lying between the north line of Lot 1, Swop Subdivision (Plat Book 39, Page 63) south to the southerly line of Johnson's Poultry Farms also being the same as the south line of Lot 108, D.R. Mitchell's Survey of the Levy Grant (Plat Book 1, Page 5), all as shown on the attached Attachment "A", incorporated herein by reference.

Section 3. Transfer of Responsibility. Within 14 days of the date this Agreement is approved and fully executed by both parties (the "effective date"), the COUNTY shall deliver a deed in accordance with Section 125.411, Florida Statutes, conveying its interest in that portion of Belle Avenue described in Section 2 to the CITY. The CITY shall be responsible for the cost of recording the deed and this Agreement in the Public Records of Seminole County, Florida. Upon conveyance, the CITY shall have ownership of, plenary authority over and full responsibility for the functional operation and maintenance of the roads specified in Section 2 above. All of the COUNTY's

rights, responsibilities, liabilities, duties and obligations as to the referenced roads shall be transferred to and assumed by the CITY and the subject roads shall be deemed CITY streets for all intents, purposes, and effects.

Section 4. Limitations of Agreement. It is not the intent of this Agreement to change the jurisdiction of the parties in any manner except as specifically provided herein. All other policies, rules, regulations and ordinances of the COUNTY and the CITY will continue to apply as to properties located within the jurisdiction boundaries of each party hereto. The maintenance of side roads, street name signs and stop signs are the responsibilities of the parties in whose jurisdiction such roads and signs are located, except as otherwise proved herein.

Section 5. Other Agreements.  The parties agree to execute such instruments and documents as may be required to effectuate this Agreement.

Section 6. Employee Status. Persons employed by the CITY in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the COUNTY, nor shall they have any claims to pensions, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY. Persons employed by the COUNTY in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the CITY, nor shall they have any claims to pensions, workers' compensation, unemployment

compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

Section 7. Indemnification. Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee or agents except as provided by this Agreement.

Section 8. Notices.

(a) Whenever either party desires to give notice to the other party, notice may be sent to:

For COUNTY:

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

For CITY:



City Manager
95 Triplet Lake Drive
Casselberry, Florida 32707


(b) Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by facsimile, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered,

shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 10. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties.

Section 12. Public Records.  The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

Section 13. Conflict of Interest. Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 14. Effective Date. This Agreement shall take effect on the date that it is executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed
this Agreement on the date first written.

ATTEST:

Thelma L. McPherson
THELMA L. MCPHERSON, CMC
City Clerk

CITY OF CASSELBERRY

By: Bob Goff

BOB GOFF, Mayor

Date: March 10, 2008

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: Brenda Carey

BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
2008, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

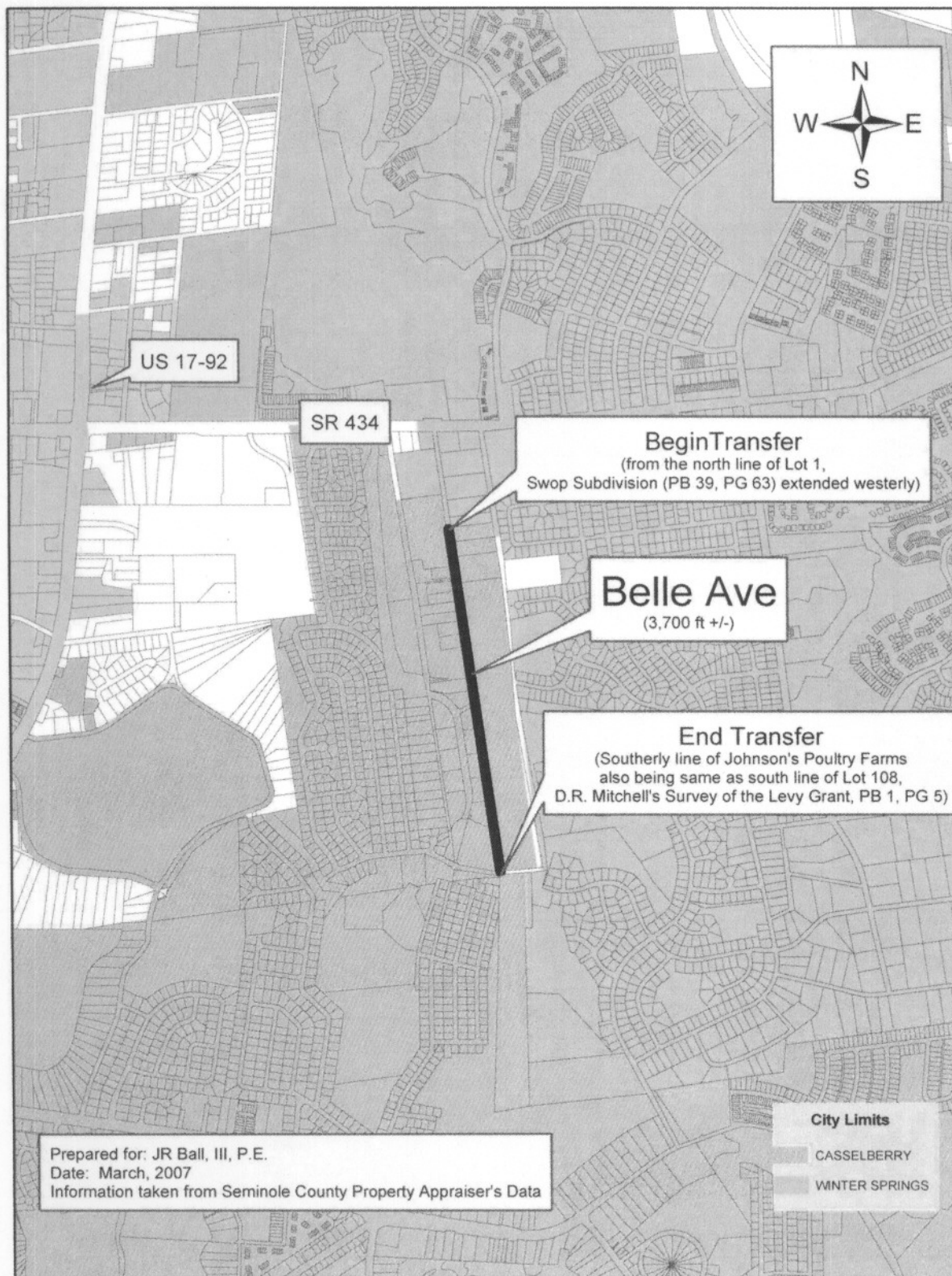


MGM/lpk

9/26/07 10/25/07

P:\Users\lkennedy\My Documents\Public Works\Casselberry Road Transfer-Belle Avenue.doc

Attachment "A" - Map



Attachment "A"

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Robinson property

DEPARTMENT: County Attorney's Office

DIVISION: Litigation

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT: 7257

MOTION/RECOMMENDATION:

Robinson Property. Authorize the issuance of an Offer of Judgment for Parcel Number 123 of the County Road 15 road improvement project in the amount of \$75,000.00 exclusive. Judge Dickey.

District 5 Brenda Carey

Bob McMillan

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends the Board authorize the issuance of an Offer of Judgment for Parcel Number 123 of the County Road 15 road improvement project in the amount of \$75,000.00 exclusive.

ATTACHMENTS:

1. Robinson Property

Additionally Reviewed By: No additional reviews



**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: Pam Hastings, Administrative Manager/Public Works Department *Pam Hastings*
David Nichols, Principal Engineer/Engineering Division *DN* 00005801
3-28-08

DATE: March 25, 2008

RE: Authorization to issue Offer of Judgment
County Road 15
Parcel No. 123; Patricia A. Robinson
Seminole County v. Timothy A. Waddle, et al.
Case No. 2007-CA-1604-0111-13-W

This Memorandum requests authorization by the Board of County Commissioners (BCC) to issue an Offer of Judgment on Parcel No. 144 at \$75,000.00, exclusive.

I. THE PROPERTY:

A. Location Data

The subject property is located at the northeast corner of C15 and Iowa Street in a portion of unincorporated Seminole County. A location map is attached as Exhibit A.

B. Property Address

The street address is 521 Monroe Road, Sanford, Florida 32771. A parcel sketch is attached as Composite Exhibit B.

II AUTHORITY TO ACQUIRE.

The BCC adopted 2007-R-71 on April 10, 2007 authorizing the acquisition of Parcel No. 123. The C15 road improvement project was found to be necessary and serves a public purpose and in the best interests of the citizens of Seminole County. The Order of Take occurred on August 27, 2007, with title vesting in Seminole County on September 4, 2007, the date of the good faith deposit in the amount of \$62,000.00 for this parcel.

III ACQUISITIONS AND REMAINDER

The acquisition of Parcel No. 123 is 8,183 square feet in fee simple from a parent tract of 64,198 square feet with a remainder of 57,445 square feet.

IV APPRAISED VALUES

The County's original report dated September 29, 2006, was prepared by Florida Realty Analysts, Inc. The appraisal report opined full compensation to be \$52,000.00. The updated report for the order of take hearing dated July 25, 2007, opined \$55,300.00. By agreement of the parties, \$62,000.00 was deposited as the "good faith estimate of value" based on the County's first written offer.

The property owner's appraisal report prepared by Erickson Appraisers, Inc. opined the value of Parcel No. 123 at \$226,000.00.

V BINDING OFFER/STATUS OF THE CASE

The County's initial written offer was \$62,000.00. There have not been any subsequent negotiations, but presumably the owner's current negotiating position is the \$226,000.00 appraisal amount.

VI ANALYSIS

An offer of judgment is a procedural device that is intended to impose a monetary risk on a party which refuses to accept a reasonable settlement offer. An offer of judgment, when made and accepted, settles the owner's compensation, damages, and statutory attorney's fees; however, it leaves the costs outstanding. Costs would then either be settled or determined by the Court.

If an owner rejects an offer of judgment, it has no impact on settlement or statutory attorney's fees. However, it impacts the property owner's expert costs in two (2) ways:

(1) Expert costs are not reimbursed for time expended after the date of the rejection of the offer of judgment if a verdict or subsequent settlement is less than the offer of judgment amount, and

(2) The owner's experts have their compensation for trial preparation at risk; as a result, the experts may slack off on preparation and be more motivated to control their expenditure of time in trial preparation.

If an offer of judgment is not made, then the owner's experts may be encouraged to run up a tremendous number of hours and prepare hard for trial because reimbursement of costs by the County is limited only by what the court deems reasonable or unreasonable.

The recommended amount of the offer, \$75,000.00, is intended to cover the County's appraisal amount, plus an additional sum representing what the owner might reasonably anticipate obtaining by going to trial.

VII RECOMMENDATION

County staff recommends that the BCC authorize the issuance of an Offer of Judgment at the amount to be determined by the County Attorney's Office, at \$75,000.00. This amount is reasonable, given the respective appraisals of the County and the owner.

DGS/dre

Attachments

Exhibit A – Location Map

Exhibit B - Sketch

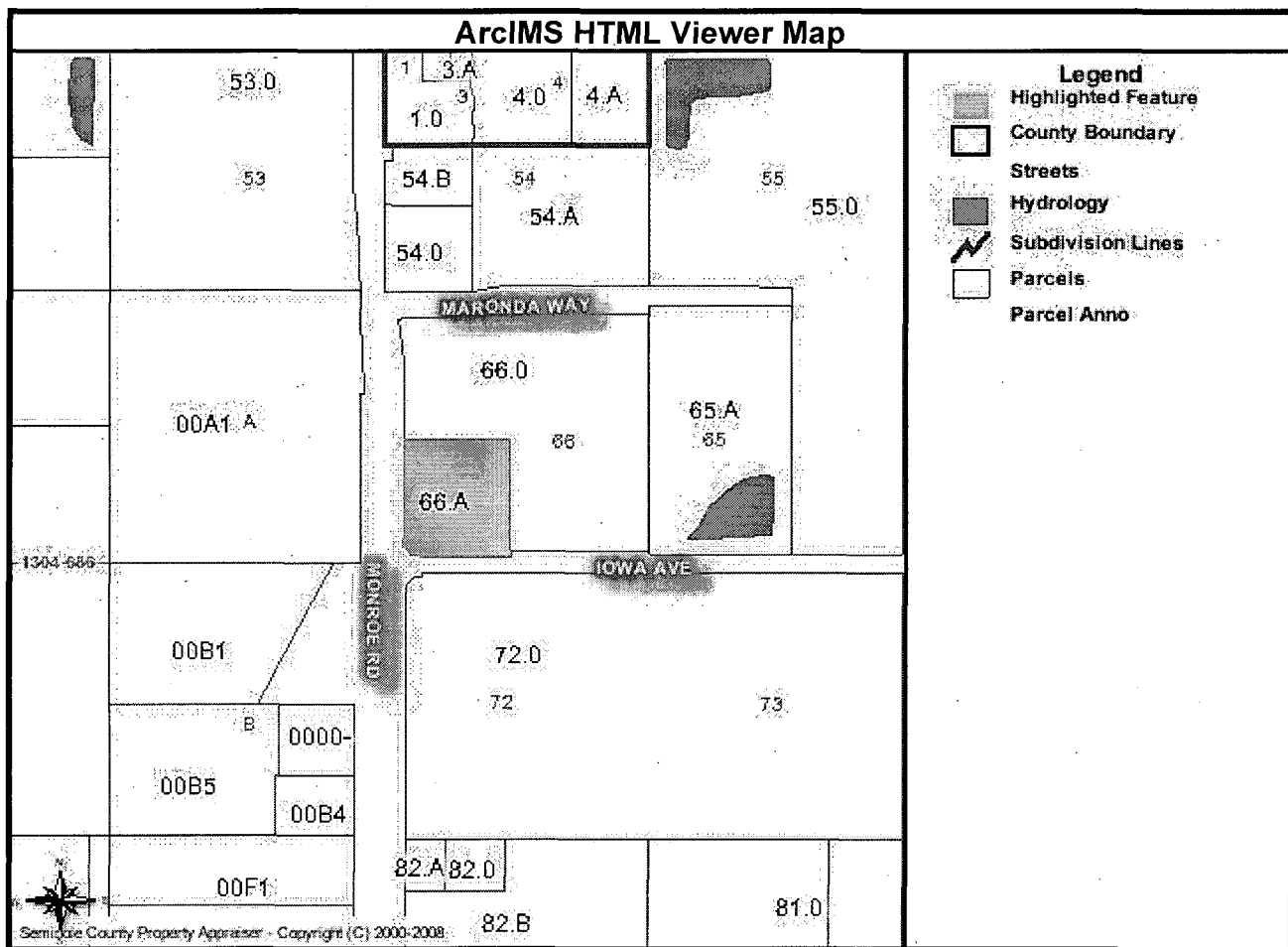


EXHIBIT A

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure & Payroll Approval Lists; BCC Minutes & Clerk's Received and Filed

DEPARTMENT: Clerk's Office

DIVISION:

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Sandy McCann **EXT:** 7662

MOTION/RECOMMENDATION:

Approval of Expenditure Lists dated April 7 & 14, 2008; Payroll Approval Lists dated March 3 & 17, 2008; Official Minutes dated April 8, 2008; Clerk's "Received and Filed" - for information only.

County-wide

Dave Godwin

BACKGROUND:

Clerk's Report attached.

STAFF RECOMMENDATION:

Staff recommends approval of Expenditure Lists dated April 7 & 14, 2008; Payroll Approval Lists dated March 3 & 17, 2008; Official Minutes dated April 8, 2008; Clerk's "Received and Filed" - for information only.

ATTACHMENTS:

1. Clerk's Report 5-06-08

Additionally Reviewed By: No additional reviews

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Expenditure & Payroll Approval Lists; BCC Minutes & Clerk's Received and Filed

DEPARTMENT Clerk's Office DIVISION: County Commission Records

AUTHORIZED BY Dave Godwin *JB* CONTACT: Sandy McCann EXT. 7662

Agenda Date 05-06-2008 Regular ☐ Consent ☒ Work Session ☐ Briefing ☐

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Approval Lists
Approval of BCC Official Minutes

BACKGROUND:

1. Expenditure Approval Lists dated April 7 & 14, 2008 and Payroll Approval Lists dated March 3 & 17, 2008
2. Official Minutes dated April 8, 2008
3. Clerk's "Received and Filed" - for information only

Reviewed by:	
Co. Att	
OMB	
Other	
DCM	
CM	

CLERK'S REPORT
MAY 6, 2008

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL LISTS

Expenditure Approval Lists dated April 7 & 14, 2008, and Payroll Approval Lists dated April 3 & 17, 2008, presented.

ACTION REQUESTED: Motion approving same.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated April 8, 2008.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only

1. Memorandum to Cindy Coto, County Manager; Joe Forte, Deputy County Manager; Sabrina O'Bryan, Assistant County Manager; Brenda Carey, Chairman BCC; Maryanne Morse, Clerk of the Court; and David Godwin, County Finance Director; from Commissioner Bob Dallari re: County Commission-Travel Stipend.
2. Work Order #26 to PS-1074-06.
3. Private Road & Drainage Maintenance Bond in the amount of \$187,169 for the project known as Long Pond Subdivision, and Right-of-way Utilization Permit Maintenance Bond in the amount of \$5,525 for the project known as Lowe's Home Center-Fern Park.
4. Work Order #25 to PS-1529-06.
5. Work Order #17 to PS-1501-06.

6. IFB-600302-08 Contracts for Water Meter Boxes and Covers with HD Supply Waterworks and Ferguson Waterworks.
7. Change Order #8 to CC-0256A-06.
8. Work Order #8 to PS-5102-01.
9. Work Order #22 to CC-1075-06.
10. Change Order #4 to CC-2583-07.
11. Work Order #58 to PS-5120-02.
12. Second Amendment to RFP-0268-05.
13. Work Order #26 to PS-0381-06.
14. Change Order #3 to CC-2583-07.
15. Change Order #4 to CC-2143-07.
16. Third Amendment to IFB-600016-06.
17. Work Order #24 to PS-5190-05.
18. Work Orders #58 & #59 to CC-1267-05.
19. Water & Sewer Maintenance Bond in the amount of \$10,333.70 for the project known as Colonial Town Park Bldg. 400.
20. Water & Sewer Cash Maintenance Bond with Escrow Agreement in the amount of \$3,876 for the project known as Alaqua Country Club Clubhouse.
21. Satisfactions of Connection Fees for the following projects: Little Pros Daycare; Colonial Town Park Bldg. 400; Ligonier Academy of Theology; Savannah Park Townhomes; The Villas at Chase Groves; Monroe Road Development; and Goodwill Industries (Lot 3 Sunshadow Professional Center).
22. Conditional Utility Agreements for water and sewer service with Orange Commons LLC.

23. Right of Entry Agreement with Verdelyte LLC for the project known as Burke Hogue and Mills Office Bldg.
24. Satisfactions of Connection Fees for the projects known as Talman Mews Ph. 1 and JDM Office Bldg.
25. Addendum #1 to Maple Leaf Commerce Center PCD.
26. Addendum #2 to Aloma Mini Storage Minor Amendment.
27. Change Order #1 to CC-2546-07.
28. Work Order #1 to PS-2404-07.
29. First Amendment to RFP-4232-04.
30. Work Order #97 to PS-5165-04.
31. First Amendment to Litigation Consultant Agreement-Case #07-CA-1455-13-K/O-Dell with Gerson, Preston, Robinson & Company, P.A.
32. Third Amendment to Litigation Consultant Agreement-SR 46 Ltd. et al, Parcels 112/712 with Gerson, Preston, Robinson & Company, P.A.
33. Work Order #2 to PS-5187-05.
34. Tennis Pro Agreement with Roger Crawford.
35. Work Order #68 to PS-5130-02.
36. Work Order #4 to RFP-4259-05.
37. Work Order #8 to CC-1284-06.
38. Change of addresses to Standby Letters of Credit for the following: Highway 46 Holdings LLC; Indrunas Enterprises, LLC; Seminole County Victim's Rights; and Summerfield of Seminole County, Inc.
39. Work Order #57 to CC-1267-05.
40. Work Order #56 to CC-1267-05.

41. First Amendment to RFP-600148-07.
42. Performance and Payment Bonds for CC-2822-07.
43. Performance and Payment Bonds for CC-2486-07.
44. Change Order #2 to CC-2098-07.
45. Work Order #35 to PS-5174-04.
46. Work Order #96 to PS-5165-04.
47. First Amendment to RFP-4233-04, GMB Engineers.
48. First Amendment to RFP-4233-04, Trindle-Oliver & Associates.
49. Work Order #9 to CC-1741-07.
50. Work Order #75 to PS-5150-03.
51. Certificate of Completion for Work Order #19 to CC-1075-06.
52. Certificate of Completion for Work Order #4 to CC-1075-06.
53. Work Order #6 to PS-5140-03.
54. Amendment #1 to Work Order #14 to PS-5190-05.
55. Bids as follows: PS-3166-08; CC-3077-08; CC-3138-08; IFB-600354-08; and Bid Packet CD's for CC-3077-08 & CC-3138-08.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Economic Development Jobs Growth Incentive Agreement with Roses Southeast Papers, LLC

DEPARTMENT: Economic Development

DIVISION: Operations

AUTHORIZED BY: William McDermott

CONTACT: Shani Beach

EXT: 7135

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Jobs Growth Incentive Agreement with Roses Southeast Papers, LLC, and approve and authorize the Chairman to execute the Interlocal Agreement with the City of Sanford.

County-wide

Bill McDermott

BACKGROUND:

Roses Southeast Papers, LLC, is a paper manufacturing company located in Sanford with 50 employees. In order to better serve their customers in the Eastern region of the U.S., Roses is expanding. This expansion will add another 20 jobs within the next 2-3 years with an average annual salary of at least \$30,091 and will also include a capital investment of \$6.9 million which includes a 20,000-square-foot addition to their existing facility.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Jobs Growth Incentive Agreement between Seminole County and Roses Southeast Papers, LLC in the amount of \$40,000.00; and approve and authorize the chairman to execute an interlocal agreement with the City of Sanford regarding the City's contribution in the amount of \$20,000.00

ATTACHMENTS:

1. ROI
2. JGI Program Agreement
3. Agreement

Additionally Reviewed By:

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Budget Review (Lisa Spriggs, Ryan Switzer) |
| <input checked="" type="checkbox"/> | County Attorney Review (Ann Colby) |

Name of Company	Roses Southeast Papers, LLC	
Taxable Value/Capital Investment	(excluding land purchase)	\$6,900,000
Company Information:		
Proposed Location:	3401 ST JOHNS PKWY SANFORD 32771	
Incentive Award	\$40,000 Split between the City of Sanford and the County	\$ 20,000
Taxing Entities (Ad Valorem):	Rate	Tax (\$)
Total Countywide/General Fund	0.0045029	\$ 31,070
St. Johns River Water Management District	0.0004158	\$ 2,869
School Board	0.0074130	\$ 51,150
Sanford	0.006325	\$ 43,643
		\$ -
Total County + City	0.0186567	<u>\$ 128,731</u>
*Note: Based on 2007 millage rates.		



County Only	Return of Ad Valorem
Seminole County/All BCC Millages	0.6 Years 8 Months
	or approximately




All Countywide	Return of Ad Valorem
Countywide	0.2 Years 2 Months
	or approximately

**SEMINOLE COUNTY
JOBS GROWTH INCENTIVE PROGRAM AGREEMENT
(ROSES SOUTHEAST PAPERS, LLC)**

THIS AGREEMENT is effective as of the ____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **ROSES SOUTHEAST PAPERS, LLC**, authorized to do business and doing business in the State of Florida, whose Federal Employer I.D. Number is 20-3681217 and whose address is 3401 St. Johns Parkway, Sanford, Florida 32771, hereinafter referred to as "COMPANY".

W I T N E S S E T H:

WHEREAS, it is the policy of COUNTY to aggressively stimulate economic growth in Seminole County by, among other things, either attracting new business or  encouraging the expansion of existing business within Seminole County; and

WHEREAS, the creation of new employment opportunities for residents of Seminole County and the increased tax revenues resulting from business expansion within Seminole County are beneficial to the sustained health of the local economy; and

WHEREAS, the Board of County Commissioners has determined that offering a Jobs Growth Incentive Program encourages both existing business to expand and new business to locate resulting in diverse positive employment opportunities for the residents of Seminole County; and

WHEREAS, Seminole County, through its Board of County Commissioners, has enacted a Jobs Growth Incentive Ordinance and has

the fiscal capacity to conduct and accomplish the programs relating thereto; and

WHEREAS, COMPANY will expand its business in Seminole County and thereby create certain full-time employment opportunities at a certain average salary level and make certain capital investments all in accordance with COUNTY's Economic Development Strategy, COUNTY's Economic Development Element, COMPANY's Jobs Growth Incentive Grant Application, and COUNTY's Jobs Growth Incentive Ordinance; and

WHEREAS, COMPANY and COUNTY desire to enter into this Agreement for the purpose of giving additional assurances to COUNTY that certain expenditures by COUNTY will produce the desired economic impact in Seminole County as a result of COMPANY's activities; and

WHEREAS, COMPANY is proposing expansion and renovation of their facility at 3401 St. Johns Parkway, Sanford, Florida 32771, at an approximate cost of SIX MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,900,000.00), which sum represents a significant investment; and

WHEREAS, the new jobs created and capital investment made by COMPANY will make the project economically viable in terms of Seminole County's economic development; and

WHEREAS, COMPANY is eligible to receive a Jobs Growth Incentive Grant from COUNTY; and

WHEREAS, COUNTY has determined that, in order to enhance and preserve the health, education, and welfare of the citizens of COUNTY, it is necessary, proper, and desirable to enter into this Agreement


with COMPANY in order to enhance and sustain the economic development of Seminole County; and

WHEREAS, COUNTY finds and declares that it is in the public's best interest and serves a public purpose to award a grant and/or other assistance to COMPANY pursuant to the terms of this Agreement,

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

SECTION 2. DEFINITIONS.

(a) "New Permanent Jobs"  means new permanent jobs made available to persons not having been previously employed by COMPANY, such jobs being established for a minimum of two (2) years and having a minimum average annual base wage, excluding all employer paid benefits, of THIRTY THOUSAND NINETY-ONE AND NO/100 DOLLARS (\$30,091.00).

(b) "Project" means expansion and physical renovation of a facility located at 3401 St. Johns Parkway, Sanford, Florida 32771, to include transfer and conversion of machinery and equipment, totaling not less than SIX MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,900,000.00).


SECTION 3. REPRESENTATIONS OF COMPANY. COMPANY hereby represents and warrants to COUNTY the following:

(a) COMPANY is duly organized and validly existing under the laws of the State of Florida and is authorized to do and is doing business in the State of Florida.

(b) COMPANY has the corporate power, authority and legal right to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement by COMPANY have been duly authorized by all necessary corporate and shareholder action.

(c) COMPANY's Project Manager shall be CHRIS CARTER, Plant Operations Director or his designee.

SECTION 4. COVENANTS OF COMPANY. COMPANY hereby covenants with COUNTY to do the following:

(a) COMPANY agrees to expand its business operations in Seminole County and agrees to create and provide certain employment opportunities in Seminole County,  as more specifically set forth below. COMPANY will secure its obligations relating to this Agreement by causing to be issued, in favor of COUNTY, a performance bond, letter of credit, real property lien, or other surety satisfactory to COUNTY.

(b) In consideration of approval of its application for funds under the provisions of this Agreement by COUNTY, COMPANY guarantees that twenty (20) New Permanent Jobs will be created on or before two (2) years from the date this Agreement is approved by the Board of County Commissioners of Seminole County, Florida. The total number of Permanent New Jobs represents a COUNTY expenditure of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) per Permanent New Job created. Said Permanent New Jobs shall be maintained for a period of at least

twenty-four (24) months from date of hire. All Permanent New Jobs must be created, occupied (personnel may change) and sustained for twenty-four (24) months within a forty-eight (48) month period. Job announcements and vacancies must be advertised locally and notice must be forwarded to Workforce Central Florida and the Seminole County Community Services Department.

(c) New permanent employment means permanent jobs made available by COMPANY to persons not previously employed by COMPANY and shall be compensated at an average minimum salary of THIRTY THOUSAND NINETY-ONE AND NO/100 DOLLARS (\$30,091.00) per annum excluding all paid employee/employer fringe benefits.

(d) COMPANY agrees that the project will result in the expenditure of at least SIX MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,900,000.00) of capital investment relating to the Project, which includes transfer and conversion of machinery and equipment to the Seminole County site at a cost of FOUR MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,900,000.00).

(e) COMPANY agrees that the Project will commence on or before the effective date of this Agreement and be completed within two (2) years.


(f) COMPANY shall provide written verification, satisfactory to COUNTY, demonstrating compliance with this Agreement.

(g) When the jobs have been created or capital investments have been made, COMPANY shall cause notice to be given to COUNTY and will make the documentation available for review and inspection by COUNTY.

SECTION 5. COVENANTS OF COUNTY/GRANT FUNDS.

(a) COUNTY agrees to provide COMPANY with funds to assist in the building renovation/expansion costs, purchase of new equipment and other legitimate business costs needed for the expansion of COMPANY in Seminole County in an amount not to exceed FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00). Payments in advance shall be made upon receipt by COUNTY of a request for funds listing projected costs. Said request shall be reviewed and approved by COUNTY's Economic Development Director.

(b) COMPANY agrees to fully secure its obligations relating to this Agreement by causing to issue, in favor of COUNTY, a letter of credit, performance bond, or other surety acceptable to COUNTY.

(c) COUNTY conditions its obligation herein subject to COMPANY promptly furnishing to COUNTY  evidence satisfactory to COUNTY that COMPANY has accomplished its obligations relating to the Project. Reports shall be made to COUNTY by COMPANY every twelve (12) months in a format provided by and satisfactory to COUNTY.


SECTION 6. TERM. This Agreement shall become effective upon execution by COUNTY and COMPANY and shall remain in effect through close out of this Agreement pursuant to and consistent with its terms.

SECTION 7. REPORTS.

(a) COMPANY shall provide COUNTY with reports at least every twelve (12) months beginning with the effective date of this Agreement and every twelve (12) months thereafter, or as frequently as specified by COUNTY, on forms provided by COUNTY, for the duration of the Project. These reports shall give information regarding the number of

New Permanent Jobs that have been provided by the Project and of all activities affecting the implementation of this Agreement including, but not limited to, a narrative summary of progress on the Project in the report form approved by COUNTY.

(b) COMPANY shall provide to COUNTY a written annual verification, satisfactory to COUNTY in its sole discretion, of compliance by COMPANY with all agreed upon performance standards, as set forth herein, which verification must be certified by an officer of COMPANY and submitted to COUNTY. Annual verifications shall cover the entire twelve (12) month period subsequent to the effective date of this Agreement and subsequent twelve (12) month periods for a total of five (5) annual verifications. COMPANY, at its sole cost and expense, shall provide such verification to COUNTY.


SECTION 8. FORCE MAJEURE.  In the event any party hereunder fails to satisfy a requirement imposed in a timely manner due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

SECTION 9. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and designees of the parties.

SECTION 10. 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 only by a document of equal dignity herewith.

SECTION 11. PUBLIC RECORDS LAW. COMPANY acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request. COMPANY acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 12. RECORDS AND AUDITS.

(a) COMPANY shall maintain at its place of business all books, documents, papers, and other evidences pertaining to work performed under this Agreement. Such records shall be and remain available at COMPANY's place of business at all reasonable times during the term of this Agreement and for five (5) years  after Agreement closure.

(b) COMPANY agrees that COUNTY, or its duly authorized representatives, shall have access to examine any of COMPANY's books, documents, papers, and records involving transactions related to this Agreement for five (5) years after Agreement closure. COMPANY agrees that payments made under this Agreement shall be subject to reduction for amounts charged which are found, based on audit examination, not to constitute allowable costs.

(c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved in writing and submission of the final invoice or until five (5) years after closure of this Agreement, whichever is sooner. COMPANY shall

provide proper facilities for access to and inspection of all required records.

SECTION 13. NOTICES. Whenever either party desires to give notice unto the other, 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:

County Manager
1101 E. First Street
Sanford, FL 32771

with copies to:



Seminole County Economic Development Director
1055 AAA Drive
Heathrow, FL 32746

For CONTRACTOR:

Douglas Jenks, CFO
Roses Southeast Papers, LLC
3401 St. Johns Parkway
Sanford, FL 32771

Either of the parties may change, by written notice, as provided herein, the addresses or persons for receipt of notices.

SECTION 14. INDEMNITY AND INSURANCE.

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of that party and the officers, employees, and agents thereof.

(b) To the extent allowed by law, each party to this Agreement shall indemnify, save, and hold harmless the other party and all of its respective officers, agents, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description whatsoever, including claims for property damage and claims for injury to or death of persons brought and recovered against the other party to this Agreement by reason or any act or omission of the responsible party, its respective officers, agents, subcontractors, or employees in the execution of the work relating to this Agreement.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY and COMPANY beyond the waiver provided for in Section 768.28, Florida Statutes.

(d) COMPANY shall provide necessary workers' compensation coverage and unemployment compensation for its employees.

SECTOPM 15. CONFLICT OF INTEREST.

(a) COMPANY 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) COMPANY 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 COMPANY 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, COMPANY 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 16. EQUAL OPPORTUNITY EMPLOYMENT.

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

(b) COMPANY agrees that it will comport all of its activities with the provisions of Chapter 760, Florida Statutes.


SECTION 17. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the parties 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 violating party.

SECTION 18. EMPLOYEE STATUS.

(a) Persons employed by COMPANY 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.

(b) COMPANY assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and federal, state and local employment taxes, if any, attributable to COMPANY personnel or contractors and agrees to indemnify and hold COUNTY harmless from any responsibility for same.

(c) In performing this  Agreement, COMPANY shall be acting independently, in the capacity of an independent entity and not as a joint venture, partner, associate, employee, agent, or representative of COUNTY.

SECTION 19. NO THIRD PARTY BENEFICIARIES. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement or any rights to enforce any provisions of this Agreement.

SECTION 20. NO CONTINGENT FEES.

(a) COMPANY warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for

COMPANY, to solicit or secure this Agreement and that COMPANY has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for COMPANY, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) COMPANY agrees that at the time of execution of this Agreement it has no retainer or employment agreement, oral or written, with any third party relating to any matter which adversely affects any interest or position of COUNTY. During the term of this Agreement, COMPANY shall not accept any retainer or employment from a third party whose interest appear to be conflicting or inconsistent with those of COUNTY.


SECTION 21. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

SECTION 22. CONSTRUCTION OF AGREEMENT. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation hereof.

SECTION 23. CONSTITUTIONAL AND STATUTORY LIMITATION ON AUTHORITY OF COUNTY. The terms and conditions of this Agreement placed upon COUNTY are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of COUNTY. Specifically, the parties acknowledge that COUNTY is without authority to grant or pledge a security interest in any of COUNTY's revenue sources or property.

SECTION 24. EVENTS OF DEFAULT/REMEDIES. For purposes of this Agreement, "Event of Default" shall mean any of the following:

(a) COMPANY shall misapply or cause the misapplication of COUNTY funds of credits received pursuant to this Agreement.

(b) Any representation or warranty made by COMPANY herein or in any statement, invoice, or certificate furnished to COUNTY in connection with the performance of this Agreement  proves to be untrue in a material respect as of the date of issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after written notice thereof to COMPANY by COUNTY.

(c) COMPANY shall materially breach any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to COMPANY by COUNTY; provided, however, that COUNTY may declare a lesser time period in the event that it finds, in its sole and absolute discretion, that such lesser period is necessary to protect public health, safety, or welfare.

(d) COMPANY fails to provide to COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.

(e) COMPANY fails to expend Grant Funds in accordance with this Agreement.

(f) COMPANY fails to create and fill the minimum number of Permanent New Jobs within the limit prescribed in this Agreement.

(g) COMPANY fails to maintain the Permanent New Jobs created for the time period required by this Agreement.

(h) COMPANY fails to maintain an average salary level for such Permanent New Jobs created equal to or greater than the per annum salary set forth in this Agreement.

(i) If, within forty-five (45) days after receiving written notice from COUNTY, an Event of Default has occurred, COMPANY shall either: (1) refund to COUNTY that amount of funds equal to TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) per Permanent New Job not created pursuant to the terms of this Agreement; or (2) refund such disbursed funds which COUNTY determines have been misapplied under the terms of this Agreement, or, in the alternative, deposit such funds into the registry of the court subject to determination of COUNTY's entitlement thereto. COUNTY may proceed to assert any and all legal or equitable remedies provided by law.


SECTION 25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be original but all counterparts shall together constitute one and the same instrument.

SECTION 26. HEADINGS. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

SECTION 27. TIME. Time is of the essence of this Agreement.

SECTION 28. SEVERABILITY OF INVALID PROVISION. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

SECTION 29. ENTIRE AGREEMENT.

(a) This document incorporates and includes all prior negotiations, correspondence,  conversations, agreements, and 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.

(b) 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.

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

ROSES SOUTHEAST PAPERS, LLC

Witness

Print Name

Witness

Print Name

By: _____

Print Name

Title: _____

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 2008
regular meeting.

County Attorney

AEC/lpk

4/18/08

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**SEMINOLE COUNTY/CITY OF SANFORD
JOBS GROWTH INCENTIVE PROGRAM FUNDING AGREEMENT
(ROSES SOUTHEAST PAPERS, LLC)**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the **CITY OF SANFORD**, a Florida municipal corporation, whose address is 300 N. Park Avenue, Sanford, Florida 32771, hereinafter referred to as "CITY".

W I T N E S S E T H:

WHEREAS, it is the policy of COUNTY and CITY to aggressively stimulate economic growth in Seminole County and the City of Sanford by, among other things, either attracting new business or encouraging the expansion of existing business within their respective jurisdictions; and

WHEREAS, the creation of new employment opportunities for residents of Seminole County and the City of Sanford and the increased tax revenues resulting from business expansion are beneficial to the sustained health of the local economy; and

WHEREAS, CITY and COUNTY have determined that offering a Jobs Growth Incentive Program encourages both existing business to expand and new business to locate resulting in diverse positive employment opportunities for the residents of Seminole County and the City of Sanford; and

WHEREAS, CITY and COUNTY have enacted Jobs Growth Incentive Ordinances and have the fiscal capacity to conduct and accomplish the programs relating thereto; and

WHEREAS, ROSES SOUTHEAST PAPERS, LLC, hereinafter referred to as "COMPANY", will expand its business in Seminole County and the City of Sanford and thereby create certain full-time employment opportunities at a certain average salary level and make certain capital investments all in accordance with COUNTY's Economic Development Strategy, COUNTY's Economic Development Element, COMPANY's Jobs Growth Incentive Grant Application, and COUNTY's Jobs Growth Incentive Ordinance; and

WHEREAS, COMPANY is proposing the renovation of an office facility, including new and converted equipment, at their location in Seminole County at an approximate cost of SIX MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,900,000.00), which sum represents a significant capital investment; and

WHEREAS, the new jobs created and capital investment made by COMPANY will make the project economically viable in terms of COUNTY's and the CITY's economic development; and

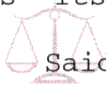
WHEREAS, COMPANY is eligible to receive Job Growth Incentive Grants from COUNTY and CITY; and

WHEREAS, COUNTY and CITY find and declare that it is in the public's best interest and serves a public purpose to award a grant and/or other assistance to COMPANY pursuant to the terms of this Agreement; and

WHEREAS, COUNTY and CITY desire to enter into this Agreement for the purpose of facilitating the payment of COUNTY and CITY funds to COMPANY under a Jobs Growth Incentive Grant,

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Pursuant to its Jobs Growth Incentive Program Agreement with COMPANY, COUNTY agrees to pay to COMPANY the total sum of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) upon COMPANY's fulfillment of certain conditions as expressed in said Agreement.

2. CITY agrees to pay to COUNTY the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) as its portion of the Jobs Growth Incentive Grant for the COMPANY.  Said sum shall be paid to COUNTY no later than thirty (30) days after COUNTY's verification to CITY that COMPANY has fulfilled all conditions necessary to qualify for COUNTY's Jobs Growth Incentive Grant.

3. COUNTY agrees to provide CITY with copies of all annual reports and other documents provided to COUNTY by COMPANY pursuant to COUNTY's Agreement with COMPANY, and further, COUNTY agrees to notify CITY when COMPANY has satisfied all of its obligations to CITY and COUNTY under COUNTY's Jobs Growth Incentive Program Agreement with COMPANY.

4. In the event of COMPANY's default in its Agreement with COUNTY, all monetary recoverables shall become the sole property of

COUNTY, and COUNTY shall refund fifty percent (50%) of those recoverables to CITY.

5. (a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents thereof.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY and CITY beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.


6. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

7. (a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

8. In providing all services pursuant to this Agreement, the parties 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 CITY as provided hereinabove.

9. (a) The parties agree that they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

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

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

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposed herein expressed on the day and year first above written.

ATTEST:

CITY OF SANFORD

JANET R. DOUGHERTY, City Clerk

By: _____
LINDA KUHN, Mayor

Approved as to form and
legal sufficiency.

Date: _____

KENNETH W. MCINTOSH
Assistant City Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
BRENDA CAREY, Chairman

Date: _____

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 2008
regular meeting.

County Attorney

AEC/lpk

4/18/08 4/23/08

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SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Appeal the Board of Adjustment decision to deny a side street setback variance from 20 feet to 10 feet for an existing wood privacy fence in PUD (Planned Unit Development). 899 Bates Court (Jeffrey Ecker, applicant)

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

AUTHORIZED BY: Dori DeBord

CONTACT: Joy Williams

EXT: 7399

MOTION/RECOMMENDATION:

1. Uphold the Board of Adjustment decision to deny a side street setback variance from 20 feet to 10 feet for an existing wood privacy fence in PUD (Planned Unit Development); or
2. Reverse the Board of Adjustment decision to deny a side street setback variance from 20 feet to 10 feet for an existing wood privacy fence in PUD (Planned Unit Development); or
3. Continue the request to a time and date certain.

District 1 Bob Dallari

Joy Williams

BACKGROUND:

At the January 28, 2008, regular meeting, the Board of Adjustment denied the applicant's request for a side street setback variance from 20 feet to 10 feet for an existing wood privacy fence. On February 7, 2008, the applicant appealed the Board of Adjustment's decision to the Board of County Commissioners.

STAFF FINDINGS:

The Board of County Commissioners shall have the power to hear and decide appeals from Board of Adjustment decisions, including variances the Board of Adjustment is specifically authorized to pass under the terms of the Land Development Code upon determination that all of the following provisions of Section 30.43(b)(3) are satisfied:

a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning classification.

No special conditions or circumstances exist which are peculiar to the land.

b) That the special conditions and circumstances do not result from the actions of the applicant.

No special conditions or circumstances exist as a result of the actions of the applicant.

c) That granting the variance requested will not confer on the applicant any special privilege that is denied by Chapter 30 to other lands, buildings, or structures in the same zoning classification.

The granting of the variance would confer on the applicant special privileges that are denied by Chapter 30 to other lands, buildings, and structures in the same zoning classification.

d) That literal interpretation of the provisions of Chapter 30 would deprive the applicant of rights commonly enjoyed by other properties in the same zoning classification and would work unnecessary and undue hardship on the applicant.

The literal interpretation would not deprive the applicant of rights commonly enjoyed by others.

e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

The applicant will still retain reasonable use of the property without the requested variance.

f) That the grant of the variance will be in harmony with the general intent and purpose of Chapter 30, will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

The grant of the variance will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

STAFF RECOMMENDATION:

Staff recommends the Board of County Commissioners deny a side street setback variance from 20 feet to 10 feet for an existing wood privacy fence in PUD (Planned Unit Development).

ATTACHMENTS:

1. Notice of Appeal to BCC
2. Reduced Copy of Site Plan
3. BOA Meeting Minutes
4. Location Map

Additionally Reviewed By:

☒ County Attorney Review (David Shields)

RECEIVED FEB 07 2008

Jeffrey Ecker
899 Bates Court
Casselberry, FL 32707

February 6, 2008

Planning and Development Department
Planning Division
1101 East First Street
Sanford, FL 32771-1468

Re: Variance Denial, Bates Court (899) (BV2007-150)

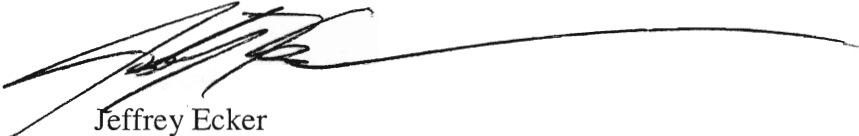
To Whom It May Concern:

This letter is to inform you of my intent to appeal the decision by the Seminole County Board of Adjustment to deny my variance request for the address above.

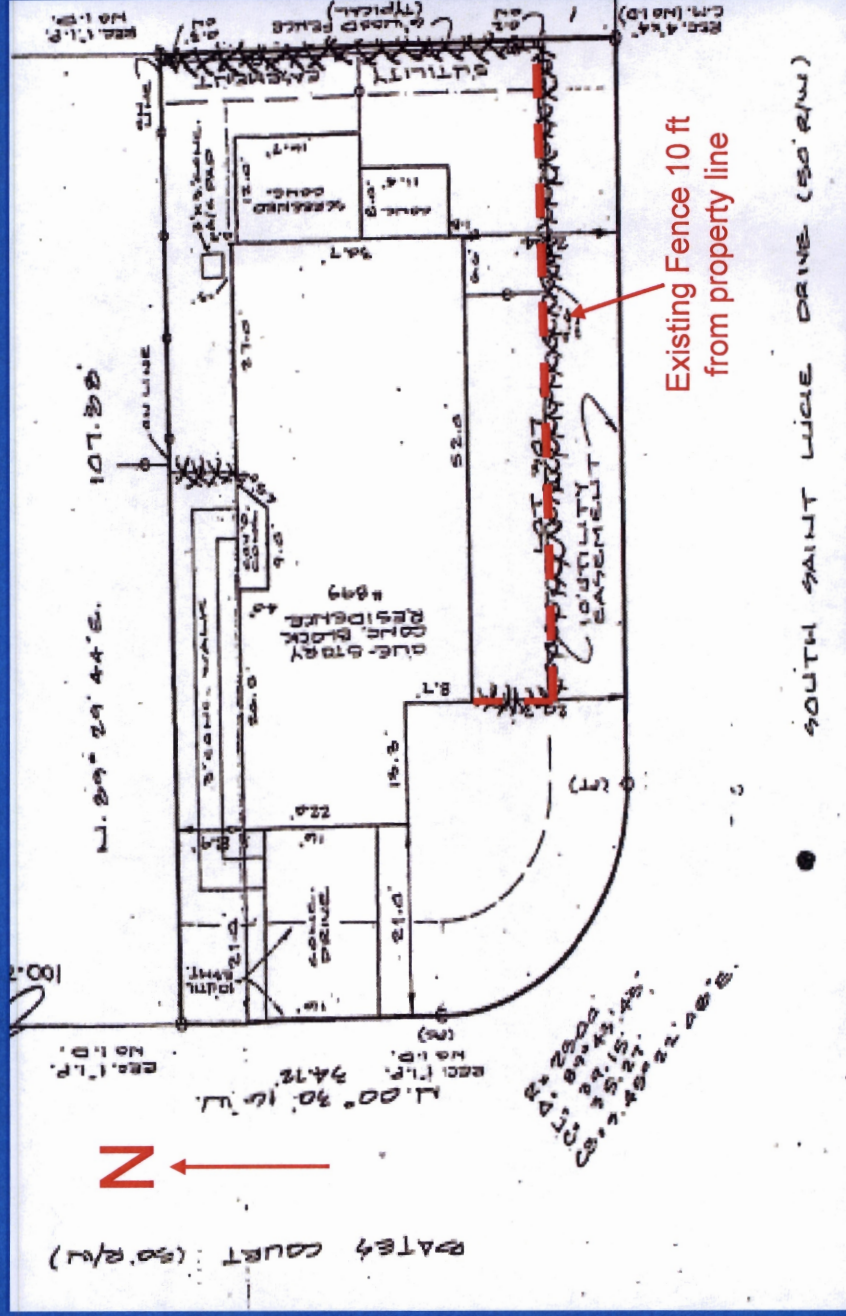
Enclosed is a check for the \$150 fee. Please contact me at (407) 496-1815 if there are any further actions to be taken on my part or if there is any further information you require.

Thank you for your time.

Sincerely,



Jeffrey Ecker



**MINUTES FOR THE SEMINOLE COUNTY
BOARD OF ADJUSTMENT
JANUARY 28, 2008 MEETING
6:00 P.M.**

Members Present: Alan Rozon, Chairman; Tom O' Daniel, Bob O' Malley, Curtis Gashlin and Michael Bass

Staff Present: Kathy Fall, Principal Planner; Denny Gibbs, Senior Planner; Joy Williams, Planner; Alison Stettner, Planning Manager; and Patty Johnson, Staff Assistant

Mr. Rozon, Chairman; called the meeting to order at 6:00 P.M. Mr. Rozon then explained the method by which the meeting would be conducted, rules for voting and appealing decisions.

Mr. Rozon then stated that the applicants for Item # 10 and Item # 14 requested a continuance until the February 25, 2008 Board of Adjustment Meeting.

PUBLIC HEARING

- 17. 899 Bates Court** – Jeffrey Ecker, applicant; Request for a side street (south) setback variance from 20 feet to 10 feet for an existing wood privacy fence in PUD (Planned Unit Development); Located on the east side of Bates Court approximately ¼ mile west of Dodd Road; (BV2007-150). (District 1)
Joy Williams, Planner

Joy Williams introduced the location of the property and stated that the applicant requested a variance for an existing wood privacy fence that encroached 10 feet into the required 20 feet side street setback. She further stated that in September of 2007, the applicant received a notice of code violation for replacing an existing fence without a permit. She then stated that the property received two prior variances; in 1992 a rear yard setback variance was approved from 15 feet to 10 feet for a screen room and in 1996 a rear yard variance was approved from 5 feet to 2 feet and a side street variance from 20 feet to 12 feet for a pool screen enclosure.

Jeffrey Ecker stated his name.

Mr. Rozon asked if the applicant wanted to add anything to staff's presentation.

Jeffrey Ecker stated that staff pretty much summed it up.

Mr. Rozon asked the applicant how long had he lived on the property.

Jeffrey Ecker stated that he and his wife purchased the property in February of 2000.

Mr. Rozon asked how long had the fence been up.

Jeffrey Ecker stated since April of 2007.

Mr. Bass made a motion to approve the request.

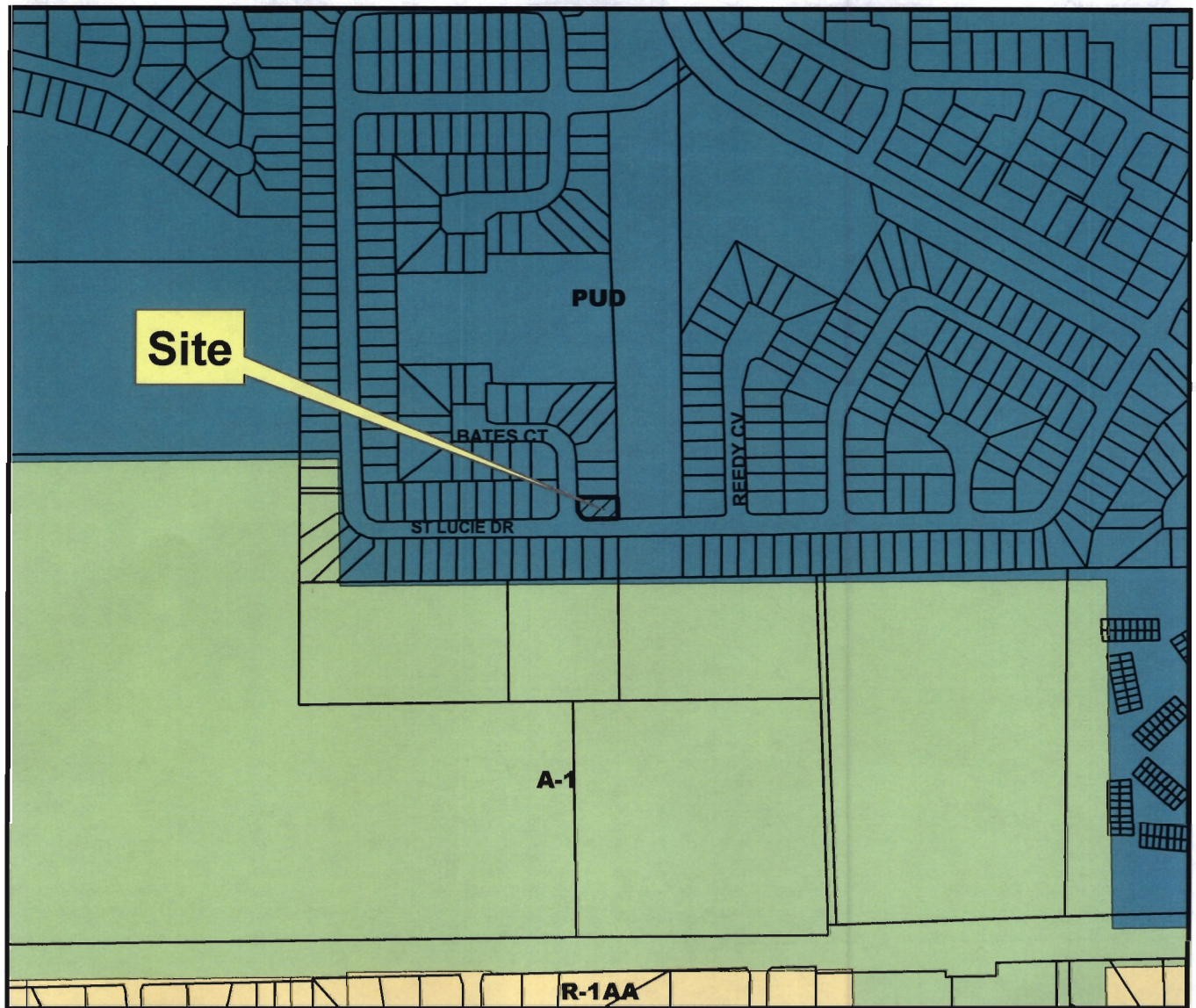
The motion died for a lack of a second.

Mr. O' Malley made a motion to deny the request.

Mr. Gashlin seconded the motion.

The motion passed by a (4-1) vote. Mr. Bass was in opposition.

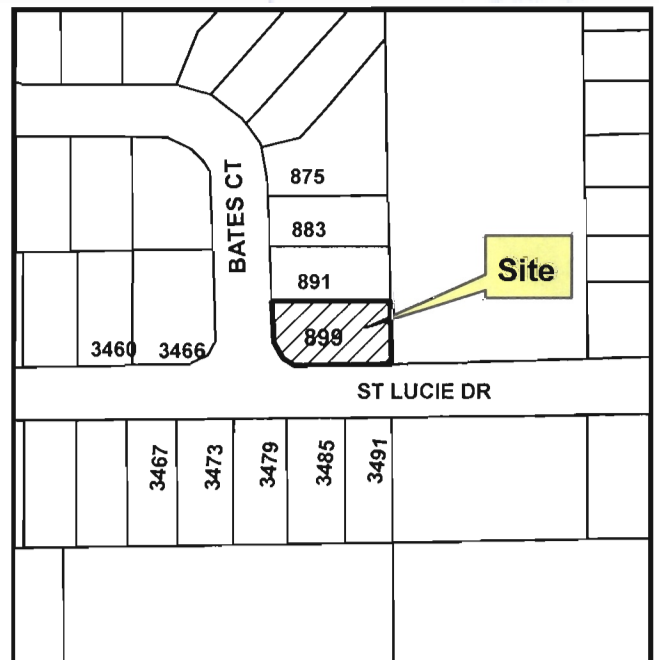
Jeffrey Ecker
899 Bates Court
Casselberry, Florida 32707



Seminole County
Board of County Commissioners
May 6, 2008
Case: BV2007-150
(Map 3211, Grid A1)
Parcel No: 23-21-30-518-0000-3070

Zoning

-  BV2007-150
-  A-1
-  R-1AA
-  PUD



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Rockefeller Rezone from A-1 (Agriculture) to PUD (Planned Unit Development)

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

AUTHORIZED BY: Dori DeBord

CONTACT: Austin Watkins

EXT: 7440

MOTION/RECOMMENDATION:

1. Approve a rezone from A-1 (Agriculture) to PUD (Planned Unit Development), for 28.31 + acres located at the northeast corner of the intersection of International Parkway and Wilson Road, approve the attached Preliminary Master Plan and Development Order, and authorize the Chairman to execute the aforementioned documents, based on staff findings (RG Lake Mary, LLC / John Petricola, applicant); or
2. Deny a rezone from A-1 (Agriculture) to PUD (Planned Unit Development), for 28.31 + acres located at the northeast corner of the intersection of International Parkway and Wilson Road, deny the attached Preliminary Master Plan and Development Order, and authorize the Chairman to execute the Denial Development Order (RG Lake Mary, LLC / John Petricola, applicant); or
3. Continue the item until a time and date certain.

District 5 Brenda Carey

Austin Watkins

BACKGROUND:

The applicant requests a rezone from A-1 (Agriculture) to PUD (Planned Unit Development) of approximately 28.31 ± acres, located at the northeast corner of International Parkway and Wilson Road. The current proposal indicates a mixed-use development that includes office, retail, hotel and multi-family uses. The requested PUD will allow for 250,000 square feet of OP and Target Industry Uses as defined in FLU Exhibit 23 and a 170-unit hotel. An additional 65,000 square feet of OP, C-1, and Target Industry Uses will be provided on the outparcels with the following exclusions: appliance stores, churches, funeral homes, hardware stores, laundrettes and laundromats, pet stores, plant nurseries, self-service laundries, movie theaters and multi-family housing (except above retail/office flats, maximum of 3 stories above retail/office flats and residential net density not exceeding 20 dwelling units per net buildable acre). The applicant is requesting a maximum allowable building height of 110' for the entire property. The Future Land Use designation of the subject property is Higher Intensity Planned – Targeted Industry (HIP-TI). The HIP-TI FLU allows the requested zoning district of PUD and the requested uses.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on April 2, 2008 and voted 6 to 0 to recommend approval of the requested rezone from A-1 (Agriculture) to PUD (Planned Unit Development), attached Preliminary Master Plan and Development Order, for 28.31 ± acres

located at the northeast corner of intersection of International Parkway and Wilson Road.

STAFF RECOMMENDATION:

Staff recommends the Board approve the requested rezone from A-1 (Agriculture) to PUD (Planned Unit Development) for 28.31 \pm acres located at the northeast corner of the intersection of International Parkway and Wilson Road, and approve the attached Preliminary Master Plan and Development Order, based on Staff Findings.

ATTACHMENTS:

1. Staff Analysis
2. Location Map
3. Zoning and Future Land Use Map
4. Aerial Map
5. Preliminary Master Plan
6. Approval Development Order
7. Rezone Ordinance
8. Denial Development Order (applicable only if denied)
9. School Capacity Analysis
10. Planning and Zoning Commission Minutes

Additionally Reviewed By:

☒ County Attorney Review (David Shields)

Rockefeller Rezone Rezone from A-1 to PUD		
APPLICANT	RG Lake Mary, LLC / John Petricola	
PROPERTY OWNER	RG Lake Mary, LLC	
REQUEST	Rezone from A-1 (Agriculture) to PUD (Planned Unit Development)	
PROPERTY SIZE	1.26 ± acres	
HEARING DATE (s)	P&Z: April 2, 2008	BCC: May 6, 2008
PARCEL ID	29-19-30-300-0280-0000	
LOCATION	Northeast corner of intersection of International Parkway and Wilson Road	
FUTURE LAND USE	HIP-TI (Higher Intensity Planned – Target Industry)	
ZONING	A-1 (Agriculture)	
FILE NUMBER	Z2007-72	
COMMISSION DISTRICT	#5 – Carey	

PROPOSED DEVELOPMENT:

The applicant is proposing a mixed-use commercial, office and multi-family (above retail/office flats only) development that includes 5 outparcels for OP, C-1 or Target Industry Uses that will permit 65,000 square feet of non-residential development and a maximum of 20 dwelling units per net buildable acre for above retail/office flats. The applicant is proposing a 170 room hotel and 250,000 square feet of Office uses for Parcel 6. At least 50% of the 250,000 square feet of Office space will be Class “A”.

ANALYSIS OVERVIEW:

ZONING REQUEST

The following table depicts the minimum regulations for the current zoning district of A-1 (Agriculture) and the requested district of PUD (Planned Unit Development):

DISTRICT REGULATIONS	Existing Zoning (A-1)	Proposed Zoning (PUD)
Minimum Lot Size	43,560 square feet	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 (International Pkwy)
Side Yard Setback	10 feet	25 feet (east property line)
(Street) Side Yard Setback	50 feet	Parcel 6 45 feet – 4 or more stories (Grant Line Rd & Wilson) 30 feet - 3 stories or less (Grant Line Rd & Wilson) Parcel 1 25 feet
Rear Yard Setback	30 feet	25 feet (east property line)
Maximum Building Height	35 feet	110 feet

PERMITTED & SPECIAL EXCEPTION USES

The following table depicts the permitted and special exception uses within the existing and proposed zoning districts:

Zoning District	Permitted Uses	Special Exception	Minimum Lot Size
A-1 (existing)	Agricultural uses such as citrus or other fruit crops cultivation, production and horticulture, truck farms, plant nurseries and greenhouses not involved with retail sales to the general public, silva culture, public and private elementary schools, publicly owned and/or controlled parks and recreation areas, bait production, stables, barns, single-family dwelling and customary accessory uses including one (1) guesthouse or cottage, docks and boathouses, churches and structures appurtenant thereto, community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents.	Special Exception such as cemeteries and mausoleums, kennels including the commercial raising or breeding of dogs, hospitals, sanitariums and convalescent homes, veterinary clinics and assisted living facilities and group homes, public and private nursery schools, kindergartens, middle schools, high schools and colleges, public utility and service structures, fishing camps, marinas, gun clubs, or similar enterprises or clubs making use of land with nominal impacts to natural resources, privately owned and operated recreational facilities open to the paying public, such as athletic fields, stadium, racetracks, and speedways, golf driving ranges, riding stables, water plants, and sanitary landfill operations, off-street parking lots, farm worker housing, mobile homes, retail nurseries, landscaping contractors as an accessory use to a wholesale nursery or wholesale tree farm, communication towers, bed and breakfast establishments.	1 acre
PUD (proposed)	<p>Parcels 1 -5: Allowable uses shall be those described in the OP and C-1 Zoning Districts and the Targeted Industry Uses with the following exclusions: appliance stores, churches, funeral homes, hardware stores, laundrettes and laundromats, pet stores, plant nurseries, self-service laundries, movie theaters and multi-family housing (except above retail/office flats, maximum of 3 stories above retail/office flats and residential net density not exceeding 20 dwelling units per net buildable acre).</p> <p>Parcel 6: Allowable uses shall be those described in the OP Zoning District (including accessory uses) per the Seminole County Land Development Code, Target Industry Uses per the Seminole County Comprehensive Plan FLU Exhibit-23, Hotel and customary accessory uses.</p>	Special Exception such as alcoholic beverage establishments, public utility structures, gasoline pumps as an accessory use, living quarters in conjunction with a commercial use, to be occupied by the owner or operator or an employee and hospitals and nursing homes.	N/A

COMPATIBILITY WITH SURROUNDING PROPERTIES

The subject property is located on International Parkway and is surrounded by the Higher Intensity Planned – Target Industry (HIP-TI) Future Land Use designation (FLU). The proposal indicates a maximum building height of 110' and a total of 250,000 square feet of office, 65,000 square feet of office or retail, 170-unit hotel, and the ability for a maximum of 65,000 square feet of multi-family above office or retail. This development is consistent with the following recent approvals in the area: Gunter Village PUD and Lake Mary Westin PUD. The Gunter Village PUD is a mixed-use development that incorporates a hotel, office, retail and multi-family. The development is approved for 274 multi-family units, 17 live/work units, 5,020 square feet of retail/bank, a 211-unit hotel with 11,000 square feet of conference space or 72,000 square feet of Class "A" office. The tallest allowable building height within Gunter Village is 110'. The Lake Mary Westin PUD contains a 263-unit hotel and a maximum of 25,000 square feet of retail. The maximum allowable building height for the Lake Mary Westin PUD is 110'.

North of the subject property are existing single-family homes located on Grant Line Road. The applicant proposes a 45' building setback for 4 or more stories and a 30' building setback for 3-stories or less adjacent to Grant Line Road. Additionally, the stormwater retention pond is located on the northern end of the site allowing for a larger buffer between any existing single-family homes and the more intense uses within the PUD. The property east of the subject property is vacant and has an existing borrow pit. South of the subject property is vacant property.

West of the subject property is the Savannah Park PUD. The Savannah Park PUD is a mixed-use development containing office, retail, multi-family (20 above office/retail flats) and townhomes (163-units). The tallest maximum allowable building height within the Savannah Park PUD is 45'. The Savannah Park PUD acts as a buffer between the existing single-family subdivision west of Savannah Park and the more intense development that is being proposed on the subject property. The current proposal indicates that the more intensive uses of a 170-unit hotel and 250,000 square feet will be located on the eastern side of the development (Parcel 6) and the less intensive uses of OP, C-1, Target Industry Uses and above retail/office flats will be located on the western side of the subject property. This will act as a transition between the intensive uses on Parcel 6, the vacant HIP-TI property east of the subject property and the lower density Savannah Park PUD west of the subject property. This step-down of intensity from Parcel 6 to Parcels 1-5 to the lower density Savannah Park PUD which is adjacent to an existing subdivision is consistent with the HIP-TI FLU Definition subsection (B) which states "low to medium density residential uses and lower intensity office uses may only be located adjacent to existing subdivisions as a buffer from future target industry development if such development provides adequate areas on the development site to buffer the residential uses from future target industry development".

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. A listed species survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3)(c); Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has submitted an application for Full Concurrency Review. Concurrency Management has determined that water and sewer facility capacity is available for the proposed property subject to execution of a Utility Agreement and payment of fees. Concurrency Management further determined that sufficient roadway capacity is available based upon Concurrency Management System Net Available Capacity.

Utilities:

The site is located in the Northwest Seminole County utility service area, and will be required to connect to public utilities. There is a 20-inch water main with two 8-inch stub-outs to hydrants on the east side of International Parkway and a 15-inch gravity sewer with stub-outs to manholes on the east side of International Parkway. Seminole County also has a 20-inch reclaimed water main on the west side of International Parkway with a 10-inch stub-out to the property.

Transportation / Traffic:

The property proposes access onto International Parkway and Wilson Road. International Parkway is classified as an arterial road and Wilson Road is classified as local road. International Parkway and Wilson Road are currently operating at a level-of-service "A" and they do not have improvements programmed in the County 5-year Capital Improvement Program.

Buffers and Sidewalks:

There is an existing 5-foot sidewalk along International Parkway. The applicant will be required to install a 5-foot sidewalk along Wilson Road.

The applicant is proposing the following buffers:

A minimum of a 15 foot boundary landscaped buffer, which may be reduced to 10 feet when adjacent to internal drive aisles or parking stalls. The buffer shall consist of 2 canopy trees, 10 understory trees and 40 shrubs every 100 linear feet. A 10 foot shared internal landscape buffer shall be provided on parcels (5' provided on each parcel); if a parcel line is located on the centerline of a shared driveway, no landscape buffer shall be required.

APPLICABLE POLICIES:

Fiscal Impact Analysis

This project does not warrant the running of the County Fiscal Impact Analysis Model.

Special Districts

The subject property is not located within any special or overlays districts.

Comprehensive Plan (Vision 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

Policy FLU	2.11:Determination of Compatibility in PUD and PCD Zoning Classifications
Policy FLU	5.6: Higher Intensity Planned (HIP) Purpose
Policy FLU	5.7: Higher Intensity Planned (HIP) General Uses and Intensities
Policy FLU	5.8: North I-4 Corridor Higher Intensity Planned Development-Target Industry (HIP-TI) Permitted Uses and Locational Standards
Policy FLU	12.4: Relationship of Land Use to Zoning Classifications
Policy CIE:	3.2: Application to New Development
Policy ECM	4.1 Target Areas
Policy ECM	4.3 Target Industries
Policy POT	4.5: Potable Water Connection
Policy SAN	4.4: Sanitary Sewer Connection

INTERGOVERNMENTAL NOTIFICATION:

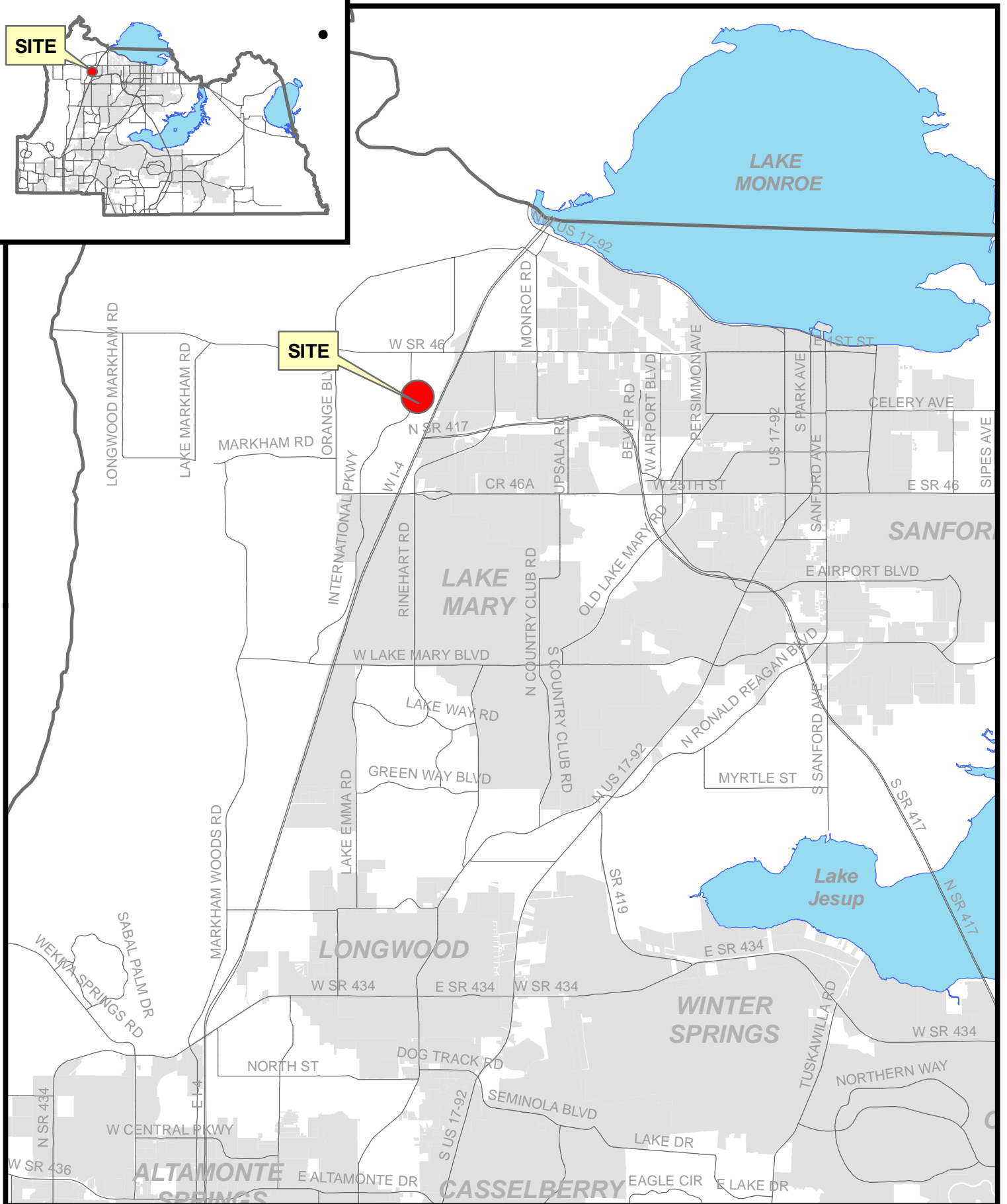
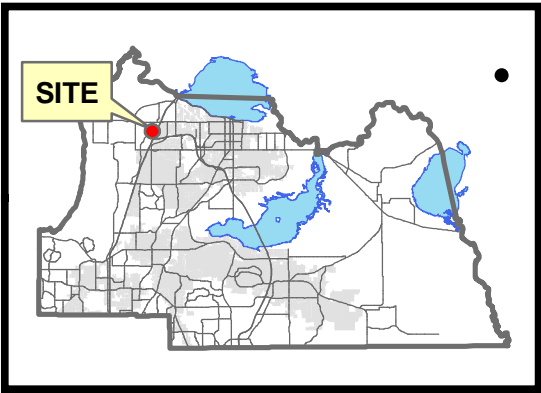
No intergovernmental notices were required for the proposed project.

LETTERS OF SUPPORT OR OPPOSITION:

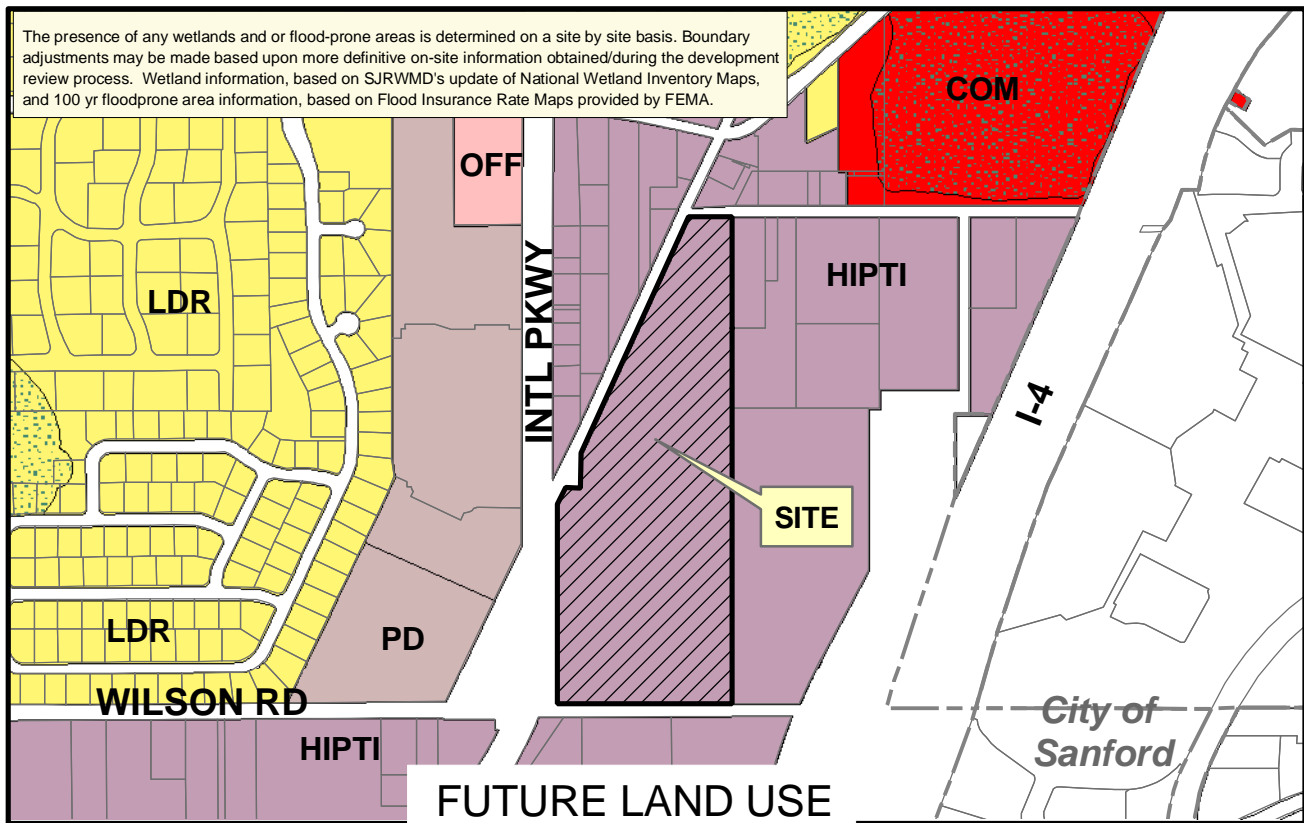
Staff has not received letters of support or opposition.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the requested rezone from A-1 (Agriculture) to PUD (Planned Unit Development) for 28.31 + acres located at the northeast corner of intersection of International Parkway and Wilson Road, and recommends APPROVAL of the attached Preliminary Master Plan and Development Order, based on Staff Findings.



The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



LDR
 OFF
 COM
 PD
 HIPTI
 Site
 CONS
 City

Applicant: John Petricola

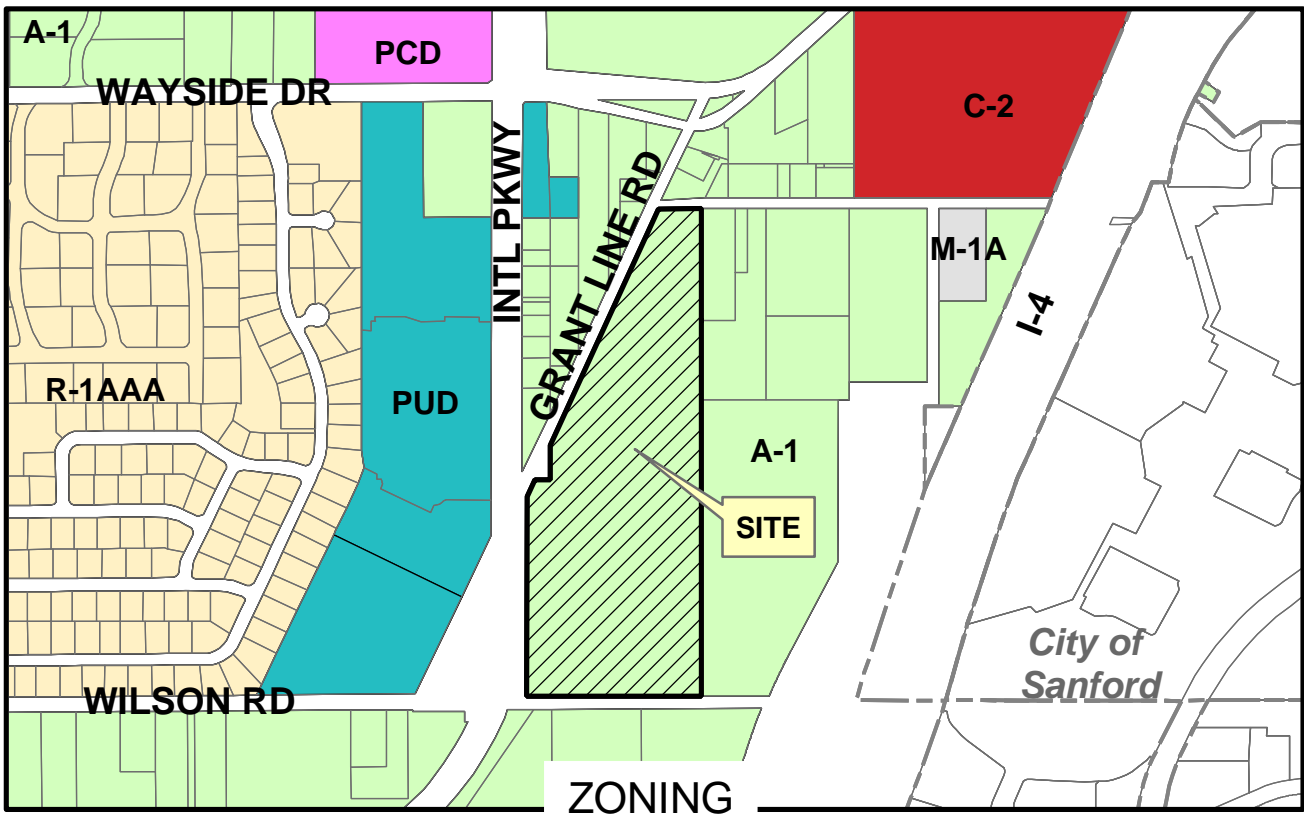
Physical STR: 29-19-30-300-0280-0000

Gross Acres: 28.46 +/- BCC District: 5

Existing Use: vacant

Special Notes:

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2007-72	A-1	PUD



A-1
 R-1AAA
 C-2
 PCD
 PUD
 M-1A
 FP-1
 W-1



Rezone No: Z2007-72
From: A-1 To: PUD

- Parcel
- Subject Property



Winter 2006 Color Aerials

SEMINOLE COUNTY DEVELOPMENT ORDER

On May 6, 2008, Seminole County issued this Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

(The aforementioned legal description has been provided to Seminole County by the owner of the subject property.)

FINDINGS OF FACT

Property Owner(s): RG Lake Mary, LLC

Project Name: Rockefeller PUD

Requested Development Approval: Rezone from A-1 (Agriculture) and PUD (Planned Unit Development).

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: Austin Watkins, Senior Planner
1101 East First Street
Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The aforementioned application for development approval is **GRANTED**.
- (2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

- A. The project shall consist of no more than the following square footages for non-residential:
 - Parcel 1: 22,000 S.F.
 - Parcel 2: 11,000 S.F.
 - Parcel 3: 11,000 S.F.
 - Parcel 4: 11,000 S.F.
 - Parcel 5: 10,000 S.F.
 - Parcel 6: Phase One – up to 170 room hotel and up to 175,000 S.F. of office
Phase Two – up to 75,000 S.F. of office
- B. The maximum non-residential F.A.R. shall be 1.0 for the entire project.
- C. At least 50% of Parcel 6 shall be Class “A” Office Space.
- D. The permitted uses shall be as follows:

Parcel 1 – 5:

C-1 and OP uses per the Seminole County Land Development Code and Target Industry Uses per the Seminole County Comprehensive Plan FLU Exhibit-23.

The following uses are excluded:

appliance stores, churches, funeral homes, hardware stores, laundrettes and laundromats, pet stores, plant nurseries, self-service laundries, movie theaters and multi-family housing (except above retail/office flats, maximum of 3 stories above retail/office flats and residential net density not exceeding 20 dwelling units per net buildable acre)

Parcel 6: OP uses (including accessory uses) per the Seminole County Land Development Code, Target Industry Uses per the Seminole County Comprehensive Plan FLU Exhibit-23 and a 170-unit hotel and customary accessory uses.

- E. Maintenance of the Open Space and Buffers shall be the responsibility of the Property Owner's Association.

- F. If the project contains a mixed-use (above retail/office flats) element on Parcels 1-5, the developer shall submit building elevations for the mixed-use parcels at the time of Final Master Plan approval.
- G. The Retention Pond must be amenitized per the Seminole County Land Development Code and accessible from all sides.
- H. Minimum building setbacks from the property perimeter boundary shall be:
 - 1. 45' from the south property line (abutting Wilson Road) for structures above 3 stories and 30' from the south property line for structures 3 stories or less for Parcel 6. 25' from the south property line (abutting Wilson Road) for Parcel 1.
 - 2. 25' from the west property line for Parcel 1-5 (abutting International Parkway and Grant Line Road). 45' from the west property line (abutting Grant Line Road) for structures above 3 stories and 30' from the west property line for structures 3 stories or less for Parcel 6.
 - 3. 45' from the north property line (abutting Woodruff Springs Road)
 - 4. 25' from the east property line
- I. A minimum of a 15' boundary landscaped buffer, which may be reduced to 10' when adjacent to internal drive aisles or parking stalls. The buffer shall consist of 2 canopy trees, 10 understory trees and 40 shrubs every 100' linear feet. A 10' shared internal landscape buffer shall be provided on parcels (5' provided on each parcel); if a parcel line is located on the centerline of a shared driveway, no landscape buffer shall be required.
- J. The maximum allowable building height shall be 110' for all parcels.
- K. All mechanical equipment, ground or roof-mounted, shall be screened from off-site view.
- L. All development shall comply with the Preliminary Master Plan attached as Exhibit "B".
- M. The developer shall provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside the development.

**SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Brenda Carey, Chairman

OWNERS' CONSENT AND COVENANT

COMES NOW, the owner, RG Lake Mary, LLC, on behalf of itself and its heirs agents, 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 Commitment Agreement.

WITNESSES:

Print Name:__________
Print Name:_____

OWNERS:

RG Lake Mary, LLC_____
John Petricola, Vice President
RG Lake Mary, LLC.STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2008 _____,
as _____, who is personally known to me or who has
produced _____ as identification.

Notary Public_____
(Name of Notary, typed, printed or stamped)
My Commission Expires:

EXHIBIT "A"**Legal Description**

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 31; THENCE NORTH 00°02'42" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 31 FOR 25.00 FEET; THENCE SOUTH 89°44'51" EAST ALONG THE NORTH RIGHT-OF-WAY OF STATE ROAD 46A (PAOLA ROAD) AND ALONG A LINE 25.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 31 FOR 1129.80 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°02'42" WEST, 1122.74 FEET; THENCE SOUTH 89°44'51" EAST, ALONG THE NORTH LINE OF THE SOUTH 17.39 CHAINS OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 30 EAST AND ALONG THE SOUTHERLY LIMITS OF THE TOWN OF PAOLA, PER PLATS THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 4, PLAT BOOK 2, PAGE 73 AND PLAT BOOK 2, PAGE 98, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, FOR A DISTANCE OF 391.94 FEET; THENCE SOUTH 00°06'26" WEST, ALONG THE CENTERLINE OF THE ABANDONED RIGHT-OF-WAY OF THE SCL/ACL RAILROAD FOR 1122.74 FEET; THENCE NORTH 89°44'51" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF PAOLA ROAD FOR 388.96 FEET TO THE POINT OF BEGINNING.

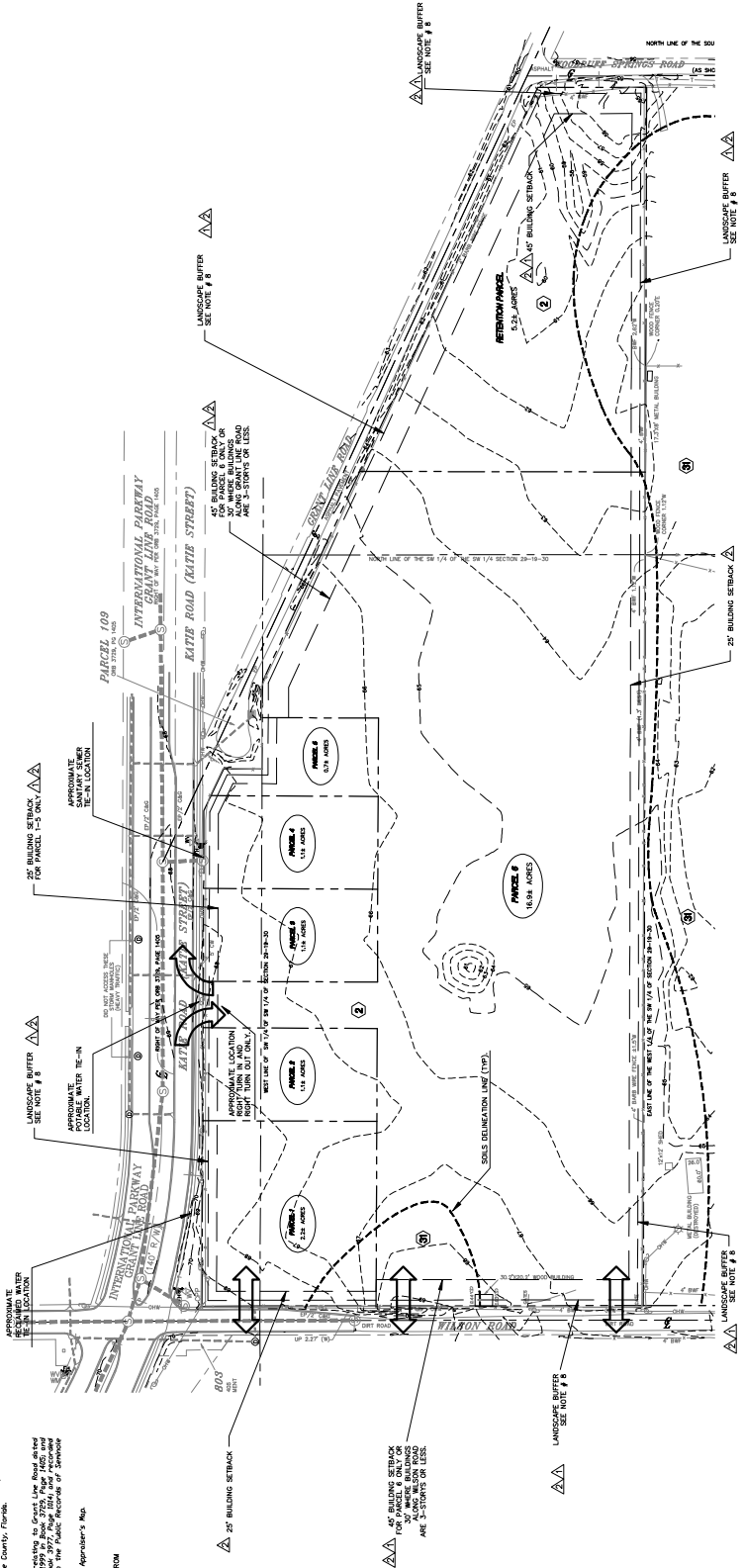
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EXHIBIT "B"
Preliminary Master Plan



LANDSCAPE BUFFER 25' BUILDING SETBACK



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 Rockefeller Rezone, dated May 6, 2008.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from 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 #07-20500005 in the Official Land Records of Seminole County.

ENACTED this 6th day of May 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Brenda Carey, Chairman

EXHIBIT "A"
LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On May 6, 2008, Seminole County issued this Denial Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

Property Owner(s): RG Lake Mary, LLC

Project Name: Rockefeller Rezone

Requested Development Approval: The applicant is requesting to rezone 28.31 + acres from A-1 (Agriculture) to PUD (Planned Unit Development) located at the northeast corner of intersection of International Parkway and Wilson Road, for a multi-use PUD.

The Board of County Commissioners has determined that the rezone request from A-1 (Agriculture) to PUD (Planned Unit Development) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Rockefeller Rezone" and all evidence submitted at the public hearing on May 6, 2008, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested rezone from A-1 (Agriculture) to PUD (Planned Unit Development) should be denied.

ORDER**NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:**

The aforementioned application for development approval is **DENIED**.

Done and Ordered on the date first written above.

**SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Brenda Carey, Chairman

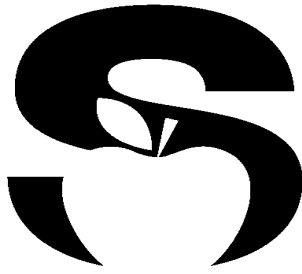
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Seminole County Public Schools School Impact Analysis School Capacity Determination

To: Seminole County Board of County Commissioners

From: Michael Rigby, AICP, Facilities Planner, Seminole County Public Schools

Date: March 19, 2008

RE: **Rockefeller Rezone Z2007-72**

Seminole County Public Schools (SCPS), in reviewing the above future rezone request, has determined that if approved, the new zoning designation/PUD amendment will have the effect of increasing residential density, and as a result generate additional school age children.

Description – The parcel is located at the northeast corner of the intersection of International Parkway and Wilson Road in unincorporated Seminole County. The applicant is proposing to change the A-1 zoning to PUD for the property and to construct a mixed use project containing a maximum of 100 multi-family dwelling units. Parcel ID #:29-19-30-300-0280-0000.

Based on information received from Seminole County Planning and from the staff report for the request, SCPS staff has summarized the potential school enrollment impacts in the following table:

Type	Concurrency Service Area	Enrollment	Capacity	Students Generated by Project	Programmed 3 Year Additions	Reserved Capacity	Remaining Capacity
Elementary	E-9	5015	4999	12	1003	37	938
Middle	M-1	3739	3950	5	0	24	182
High	H-1	6377	6855	5	0	27	476

Comments:

The students generated at the three CSA levels would at this point be able to be accommodated without exceeding the adopted levels of service (LOS) for each school type. The planned expansions/additions in the current five-year capital plan would provide additional student capacity to relieve the affected schools.

Review and evaluations performed on proposed future land use changes and rezones do not guarantee that the developments subject to this declaration are exempt from the school concurrency requirement, which is effective as of January 1, 2008. Any newly platted developments and any subsequent approvals may affect the provision of concurrent school facilities at the point of final subdivision approval, including the potential of not meeting statutory concurrency requirements based on future conditions.

Terms and Definitions:

Capacity: The number of students that can be satisfactorily accommodated in a room at any given time and which, is typically a lesser percentage of the total number of student stations. That percentage factor is typically referred to as the "Utilization Factor". The capacity of a campus is therefore determined by multiplying the total number of student stations by the utilization factor (percentage). NOTE: Capacity is **ONLY** a measure of space, not of enrollment.

Class Size Reduction (CSR): Article IX of the Florida Constitution requires the legislature to "make adequate provision" to ensure that by the beginning of the 2010 school year, there will be a sufficient number of classrooms for a public school in core related curricula so that:

- i) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students;
- ii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and
- iii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students

Concurrency Service Area (CSA): A geographic unit promulgated by the School Board and adopted by local governments within which the level of service is measured when an application for residential development is reviewed for school concurrency purposes.

Florida Inventory of School Houses (FISH): The numbering and data collection system developed and assigned through the Department of Education for land parcels, buildings, and rooms in public educational facilities. Based upon district data entry, FISH generates the student station counts and report data for school spaces throughout the districts and the State.

Full Time Equivalent (FTE): A calculation of student enrollment conducted by The Florida Department of Education (FDOE) authorized under Section 1011.62, Florida Statutes to determine a maximum total weighted full-time equivalent student enrollment for each public school district for the K-12 Florida Educational Funding Program (FEFP).

Level of Service Standard (LOS): A standard or condition established to measure utilization within a concurrency service area. Current Level of Service is determined by the sum of the FTE student count at the same type of schools within a concurrency service area, divided by the sum of the permanent FISH capacity of the same type of schools within a concurrency service area. Projected or future Level of Service is determined by the sum of the projected COFTE enrollments at the same type of schools within a concurrency service area, divided by the sum of the planned permanent FISH capacity of the same type of schools within a concurrency service area."

Projected Number of Additional Students: is determined by applying the current SCPS student generation rate (calculated by using US Census data analysis) to the number and type of units proposed. The number of units is determined using information provided by the County and/or from the applicant's request. If no actual unit count is provided the unit count is then estimated based on the maximum allowable density under the existing/proposed future land use designation.

Reserved Capacity: School capacity that is assigned to a proposed project once it has received a final development approval for the project's development application.

School Size: For planning purposes, each public school district must determine the maximum size of future elementary, middle and high schools. Existing school size is determined solely through FISH data. Seminole County Public Schools has established the sizes of future schools (with the exception of special centers and magnet schools) as follows:

- i) Elementary: 780 student stations
- ii) Middle: 1500 student stations
- iii) High: 2,800 student stations

Students Resulting from Recently Approved Developments is the sum of students generated from residential developments receiving plats or final approved site plans since the January 1, 2008 implantation date for school concurrency. Student enrollment changes due to existing housing are excluded from these totals.

Student Stations: The actual number or count of spaces contained within a room that can physically accommodate a student. By State Board Rule, the student station count is developed at the individual room level. Prior to Class Size Reduction (CSR), the number of student stations assigned to a room was dependent upon the room size and the particular the instructional program assigned to the room. This is no longer the case for core curricula spaces (see e. below). The total number of student stations at a campus is determined by the cumulative student station count total of the rooms at the campus that are assigned student station counts.

Utilization: A State Board Rule prescribed percentage of student stations that a room (and proportionately, a school and school district) can satisfactorily accommodate at any given time. From a school/campus analysis perspective, "utilization" is determined as the percentage of school enrollment to capacity. Current DOE established K-12 utilization factors are as follows:

Elementary 100%, Middle 90%, High 95%

**MINUTES OF THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
WEDNESDAY, APRIL 2, 2008**

Members present: Matthew Brown, Ben Tucker, Dudley Bates, Walt Eismann, Rob Wolf, and Kim Day.

Member absent: Melanie Chase

Staff present: Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; David Shields, Assistant County Attorney; Ian Sikonia, Senior Planner; Alan Willis, Planner; Austin Watkins, Senior Planner; Larry Poliner, Development Review Manager; Candace Lindlaw-Hudson, Clerk to the Commission.

Rockefeller Tract PUD Rezone; John L Petricola, RG Lake Mary LLC, applicant; 28.31± acres; Rezone from A-1 (Agriculture) to PUD (Planned Unit Development); located at the northeast corner of intersection of International Parkway and Wilson Road. (Z2007-72)

Commissioner Carey - District 5
Austin Watkins, Senior Planner

Austin Watkins stated that this request is for a mixed use development which will include office, retail, hotel, and multi-family uses. The requested rezone will allow for up to 250,000 square feet of OP (Office Professional) and Target Industry uses, as defined by the Land Development Code, and a 170-unit hotel. In addition, 65,000 square feet of OP, C-1 or Target Industry uses on the out-parcels. There is a list of disallowed uses contained within the development order. The applicant is requesting a maximum building height of 110 feet. The subject property is located along International Parkway, and is surrounded by the higher intensity target industry future land use designation. The HIP-TI future land use designation allows for the requested uses. This development is consistent with the following recent approvals within the area: Gunter Village and the Lake Mary Westin PUD. The Gunter Village PUD is a mixed use PUD which incorporates a hotel, office, retail and multi-family. The Lake Mary Westin PUD has a 263 unit hotel and a maximum of 25,000 square feet of retail. The maximum allowable building height within these two projects is 110 feet. To the west is the Savannah Park PUD, currently under construction. Savannah Park is a mixed use project containing office, retail, and multi-family and townhomes. The maximum allowable building height is 45 feet.

Mr. Watkins stated that this property under consideration tonight will serve as a buffer between the residential uses in Savannah Park and the potential uses of the vacant property closer to I-4 with the HIP-TI future land use designation.

Staff recommendation is for approval of the application for a rezone from A-1 (Agriculture) to PUD (Planned Unit Development).

Commissioner Tucker inquired about the potential path of the Wekiva Parkway.

Alison Stettner stated that the study on this is ongoing, with no alignment known at this time.

Commissioner Brown said that the Wekiva Parkway alignment could run to the south of the subject property.

Charles Madden said that he was available to answer any question on the application. He stated that the model that he had seen shows the alignment to the south.

Steve Coover said that he was representing the owners of the Westin PUD. They would like to see this project approved. They would like their hotel to be developed soon.

Commissioner Eismann made a motion to recommend approval of a rezone from A-1 (Agriculture) to PUD (Planned Unit Development).

Commissioner Bates seconded the motion.

The motion passed 6 – 0.

There being no further business, the meeting was adjourned at 7:35 P.M.

Respectfully submitted,

Candace Lindlaw-Hudson
Clerk to the Commission

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Public Hearing for Ordinance Amending the Seminole County Code Creating Part 5 Establishing the Legal Basis to Exercise Authority and Legal Responsibility to Remove Event Generated Debris from Private Property

DEPARTMENT: Environmental Services

DIVISION: Solid Waste Management

AUTHORIZED BY: John Cirello

CONTACT: Richard Meinert

EXT: 2251

MOTION/RECOMMENDATION:

Adopt an Ordinance Creating Part 5 Establishing the Legal Basis to Exercise Authority and Legal Responsibility to Remove Event Generated Debris from Private Property during post-disaster environments for eligibility of FEMA assistance.

County-wide

Richard Meinert

BACKGROUND:

Amendments to Chapter 235 Seminole County Code are proposed. The proposed amendments will establish the legal basis to exercise authority and legal responsibility to remove event-generated debris from private property during post-disaster environments for eligibility of FEMA assistance.

The intent and purpose is to establish a process by which the County will evaluate and, if necessary, remove debris from along privately owned streets, roads, roadways, and other private property in the event of an immediate threat to life, public health and safety after a significant debris generating event. The proposed Ordinance is consistent with the FEMA Disaster Specific Guidance #05, Public Assistance Program.

STAFF RECOMMENDATION:

Staff Recommends Adopting an Ordinance Creating Part 5 Establishing the Legal Basis to Exercise Authority and Legal Responsibility to Remove Event Generated Debris from Private Property during post-disaster environments for eligibility of FEMA assistance.

ATTACHMENTS:

1. Economic Impact Statement
2. Ordinance
3. Notice - Orlando Sentinel 04-18-08

Additionally Reviewed By:

☒ County Attorney Review (Susan Dietrich)

ECONOMIC IMPACT STATEMENT

DATE: April 1, 2008

DEPT./DIVISION: S.W. / Env. Services

CONTACT PERSON: Richard Meinert

EXTENSION: 2251

DESCRIBE PROJECT/PROPOSAL:

Amends the Seminole County Code Creating Part 5 Establishing the Legal Basis to Exercise Authority and Legal Responsibility to Remove Storm Event Generated Debris from Private Property. The intent and purpose is to establish a process by which the County will evaluate and, if necessary, remove debris from along privately owned streets, roads, roadways, and other private property in the event of an immediate threat to life, public health and safety after a significant disaster.

DESCRIBE THE DIRECT ECONOMIC IMPACT OF THE PROJECT/ PROPOSAL UPON THE OPERATION OF THE COUNTY:

Operational impacts are expected upon the County's Solid Waste Management Division, and will vary by event magnitude. Upon determination by the County Manager, of an immediate threat to the public health, safety, and welfare sufficient to warrant removal of debris, Solid Waste Management will initiate a written notice-to-proceed with contracted contractors for removal of debris.

Solid Waste Management's staff will be able to handle increased workload associated with project management either directly or through contractual services.

Economic costs associated with this project likely will be off-set by FEMA reimbursement. The County will request any approvals prior to commencement of work.

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

Property owners/tax payers/citizens will not incur any increased or decreased direct costs as a result of this proposal.

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

This proposal satisfies FEMA requirements for eligibility to request reimbursement for the removal of debris from private property with no negative impact. Positive impact could be the reimbursement of debris removal associated costs.

AN ORDINANCE AMENDING CHAPTER 235, SEMINOLE COUNTY CODE, BY CREATING PART 5 "REGULATIONS OF WASTE GENERALLY"; PROVIDING A TITLE; PROVIDING THE INTENT AND PURPOSE; PROVIDING AUTHORITY; PROVIDING DEFINITIONS; PROVIDING FOR PRIVATE ROADWAYS; PROVIDING FOR WAIVERS; PROVIDING FOR INDEMNIFICATION AND HOLD HARMLESS; PROVIDING FOR EMERGENCY ROADWAY CLEARANCE; PROVIDING FOR PRIVATE PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County of Seminole is a political subdivision located within the State of Florida and often subject to major or catastrophic storm events and natural disasters potentially including those of human origin; and

WHEREAS, such events and disasters may on occasion cause the County or specific geographical areas within the County to experience widespread damage and destruction; and

WHEREAS, if the damage is significant and widespread, there will be a substantial benefit to the County's recovery plan to remove debris in order to restore emergency services, utilities and protect life and property; and

WHEREAS, it may be difficult if not impossible for private property owners of the County to clear property quickly and effectively; and

WHEREAS, it is the County's duty, under certain terms and conditions, to clear and remove debris which will cause significant and immediate harm to the health, safety and welfare of the inhabitants of the County; and

WHEREAS, the provisions of this Ordinance are consistent with the provisions of the Seminole County Comprehensive Plan; and

WHEREAS, the Seminole County Home Rule Charter requires that an Economic Impact Statement be prepared to address the potential impacts and economic costs of this Ordinance upon the public and taxpayers of Seminole County and such Economic Impact Statement has been prepared and made available for such public review and copying prior to the enactment of this Ordinance in accordance with provisions of the Seminole County Home Rule Charter,

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

SECTION 1. Part 5, Chapter 235 of the Seminole County Code is hereby created to read as follows:

PART 5. DEBRIS REMOVAL FROM PRIVATE STREETS, ROADS, ROADWAYS AND PRIVATE PROPERTY.

Sec. 235.91. Intent and Purpose.

After declaration of a disaster in accordance with Code Sec. 72.5, the primary mission of the County will be to protect lives and property, restore governmental services and clear public streets. Depending on the magnitude of the disaster and after accomplishment of the primary mission, resources may be available to the County that may not be available to a private property owner. The intent and purpose of this Part is to establish a process by which the County may evaluate and, if necessary, remove debris from along privately owned streets, roads, roadways, and other private property in the event of an immediate threat to life, public health and safety after a significant disaster. While the County recognizes that, as a general proposition, the removal of debris from private property is the responsibility of the property owner, there are occasions when,

because of the magnitude of the disaster and the threat posed to life, health, and safety, there may be a compelling need to remove debris from private streets, roads, and roadways and other private property as described in this Part.

Sec. 235.92. Definitions. As used in this Part, the following terms shall have the following meanings, unless the context clearly otherwise requires:

(a) "Access Properties" means access to the properties depicted on the map entitled "Maintained Roads Map", as it may be amended from time to time, maintained by and in the custody of the County Public Works Department, and incorporated herein as if fully set forth verbatim. Access shall be provided if: (1) the County is undertaking to clear and push debris in accordance with Sec. 235.965 and (2) it is reasonably possible with respect to the equipment used to provide access under the circumstances. The Maintained Roads Map represents the best efforts of the County to set forth a complete listing; however, due to the nature of the roadway system and the historical problems relating to documentation and memorialization of roadways and rights-of-way, the listing may not be all inclusive.

(b) "Debris" shall include, but is not limited to, displaced, broken, or discarded building and construction materials, garbage, vegetative matter and spoiled or ruined household goods or materials.

(c) "Private Property" means all property that is not owned or controlled by a governmental entity.

(d) "Private Streets, Roads and Roadway" shall include the rights-of-way as well as the improved surface that provides access to

residential and commercial areas as identified as "Private Roadways" in the Maintained Roads Map.

Sec. 235.93. Private Roadways.

The County shall remove Debris from Private Roadways when such Debris is determined to pose an immediate threat to the health, safety and welfare of the community. Pursuant to Code Sec. 72.7(a), the County Manager shall determine whether there is an immediate threat to the public health, safety, and welfare sufficient to warrant removal of said Debris in accordance with any one of the following standards:

(a) There is a significant likelihood that rescue vehicles will be significantly hindered from rendering emergency services to residential and commercial property should the Debris be allowed to remain in place absent County removal.

(b) The type of Debris is such that it may reasonably cause disease, illness, or sickness which could injure or adversely affect the health, safety, or general welfare of those residing and working in the area if it is allowed to remain.

(c) The clearing is necessary to effectuate orderly and expeditious restoration of County-wide utility services including, but not limited to, power, water, sewer, and telephone.

(d) The Debris is determined by the County Building Official to be dangerous or hazardous.

(e) The Debris prevents garbage collection thereby creating a public health hazard.

(f) The Debris contains contaminants which have a reasonable likelihood of leeching into the soil and/or aquifer of the County.

(g) The Debris has a substantial negative impact in preventing or adversely affecting emergency repairs to buildings and/or property.

(h) The Debris presents a reasonable danger of being transported by wind and/or water into the surrounding areas of the County and thereby increasing the cost of recovery and removal.

(i) The Debris poses a significant likelihood of, if left over time, producing mold which would be injurious to public health.

(j) The presence of the Debris significantly adversely impacts the County's recovery efforts.

(k) The Debris significantly interferes with drainage or water runoff, so as to be a significant hazard in the event of significant rainfall.

(l) The sheer volume of the Debris is such that it is impractical and unreasonable to remove in an orderly and efficient manner absent action by the County.

(m) The type, extent and nature of the Debris is such that it would cause much greater damage if the Debris was not removed immediately.

(n) Commercial or other specific areas will be cleared if, in the opinion of the County Manager, the clearance will aid the County's recovery operations or aid the health, safety, or welfare of the residents of the County.

Sec. 235.94. Waiver.

With regard to eligibility for Federal funding, the Federal Emergency Management Agency (FEMA) may waive the requirement for the County to establish the criteria listed in Code Sec. 235.93 as a

condition precedent to County action depending on the severity of the situation.

Sec. 235.95. Indemnification and Hold Harmless.

Prior to removal of Debris by the County as contemplated herein on Private Roadways and Private Property, or clearance by the County of Private Property as provided herein, the private property owner shall indemnify and hold harmless, to the maximum extent permitted by law, the Federal, State, and local government and all employees, officers and agents of the Federal, State, and local government connected with the rendering of such service.

Sec. 235.96. Emergency Roadway Clearance.

Nothing herein shall preclude a first response by the County to clear and push Debris from all roadways (both public and private) including Access Properties necessary for the movement of emergency vehicles including police, fire and ambulance within the first seventy (70) hours after a disaster declaration.

Sec. 235.97. Private Property.

Nothing herein shall require the County to remove Debris from Private Property other than the Private Roadways identified above except where the severity of the situation is of such magnitude or the Debris is so widespread that it is determined by the County Manager to be a significant immediate threat to the health, safety and welfare of the County and in the overriding public interest of the County to remove Debris from such areas.

Secs. 235.98 - 235.99. Reserved.

SECTION 2. CODIFICATION. It is the intention of the Board that the provisions of this Ordinance shall become and be made a part of the Seminole County Code, and that the word "ordinance" may be changed to "section", "article", or other appropriate word or phrase and the sections of this Ordinance may be renumbered or relettered to accomplish such intention; providing, however, that Sections 2, 3, and 4 shall not be codified.

SECTION 3. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision of application, and to this end the provisions of this Ordinance are declared severable.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners.

ENACTED this _____ day of _____, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

BRENDA CAREY, Chairman

P:\Users\sdietrich\debrisremovalord..doc

NOTICE

NOTICE is hereby given that the Board of County Commissioners of Seminole County, Florida, intends to hold a public hearing to consider the enactment of an ordinance entitled:

AN ORDINANCE AMENDING CHAPTER 235, SEMINOLE COUNTY CODE, BY CREATING PART 5 "REGULATIONS OF WASTE GENERALLY"; PROVIDING A TITLE; PROVIDING THE INTENT AND PURPOSE; PROVIDING AUTHORITY; PROVIDING DEFINITIONS; PROVIDING FOR PRIVATE ROADWAYS; PROVIDING FOR WAIVERS; PROVIDING FOR INDEMNIFICATION AND HOLD HARMLESS; PROVIDING FOR EMERGENCY ROADWAY CLEARANCE; PROVIDING FOR PRIVATE PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

at 1:30 p.m. or as soon thereafter as possible, at its regular meeting on May 6, 2008, at the Seminole County Services Building, 1101 East First Street, Board of County Commissioners Chambers, Sanford, Florida. The proposed ordinance may be inspected by the public at the office of the Clerk of the Board of County Commissioners, Room 2204, Seminole County Services Building. Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Persons are advised that, if they decide to appeal any decision made at this hearing, 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 record includes the testimony and evidence upon which the appeal is to be based.

For additional information regarding this notice contact Richard Meinert, Operations Manager, Solid Waste Management, (407) 665-2251.

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 407-665-7941.

Publish: Friday, April 18, 2008

Invoice & Proof of Publication to:	Carol Norwood, Senior Staff Assistant Seminole County Solid Waste Management Central Transfer Station 1950 State Road 419 Longwood, Florida 32750 (407)665-2257
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Contact Person & Phone Number:	Richard Meinert, (407) 665-2251
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**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** River Run PUD Major Amendment**DEPARTMENT:** Planning and Development **DIVISION:** Planning**AUTHORIZED BY:** Dori DeBord**CONTACT:** Austin Watkins**EXT:** 7440**MOTION/RECOMMENDATION:**

1. Approve the requested PUD Major Amendment, Revised Final Master Plan and Addendum # 2 to the River Run PUD Developer's Commitment Agreement, for 14.96 + acres, located near the northeast corner of the intersection of SR 415 and SR 46 and authorize the Chairman to execute the aforementioned documents (James Roth, applicant); or
2. Deny the requested PUD Major Amendment, Revised Final Master Plan and Addendum # 2 to the River Run PUD Developer's Commitment Agreement, for 14.96 + acres, located near the northeast corner of the intersection of SR 415 and SR 46 and authorize the Chairman to execute the Denial Development Order (James Roth, applicant); or
3. Continue this item until a time and date certain.

District 5 Brenda Carey

Austin Watkins

BACKGROUND:

The River Run PUD Developer's Commitment Agreement and Final Master Plan were approved by the Board of County Commissioners on April 21, 2001. The River Run PUD allows for a variety of uses including single-family dwellings, recreational vehicle sites, commercial and hotel uses. A Major Amendment to the River Run PUD was approved on April 27, 2004 to allow for more single-family dwelling and commercial uses and a reduction in recreational vehicle site area and open space.

At this time the applicant, James Roth, is requesting a Major Amendment to the River Run PUD to remove 1.7 acres of hotel uses (60-units) and decrease the open space/recreation area from 31.24 acres to 28.68 acres, in order to increase the commercial/office, from 7.69 acres to 11.95 acres. The applicant also desires to modify a condition that requires a children's playground in the residential area to be installed on the 7-acre lake on southeast side of the PUD. The developer has installed a children's playground within the PUD on the eastern portion of the Sterling Meadows subdivision, adjacent to a stormwater retention pond. The applicant proposes that the condition state "In the residential area a children's playground shall be provided near the east side of the PUD adjacent to a stormwater pond." The applicant is also proposing a 46,047 square foot grocery store, 11,200 square feet of retail uses and a 1.34 acre outparcel.

The Final Master Plan provides 6.98 acres of open space and the applicant will amenitize the stormwater retention pond, per the Seminole County Land Development Code. The subject

property is adjacent to an existing single-family subdivision located within the River Run PUD. The applicant is proposing a 25' Active buffer and a 50' building setback for the northern property line adjacent to the existing single-family subdivision, as required by the Seminole County Land Development Code.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on March 5, 2008 and voted 7 to 0 to recommend approval of the requested PUD Major Amendment, Revised Final Master Plan and Addendum #2 to the River Run PUD Developer's Commitment Agreement, for 14.96 + acres, located near the northeast corner of the intersection of SR 415 and SR 46.

STAFF RECOMMENDATION:

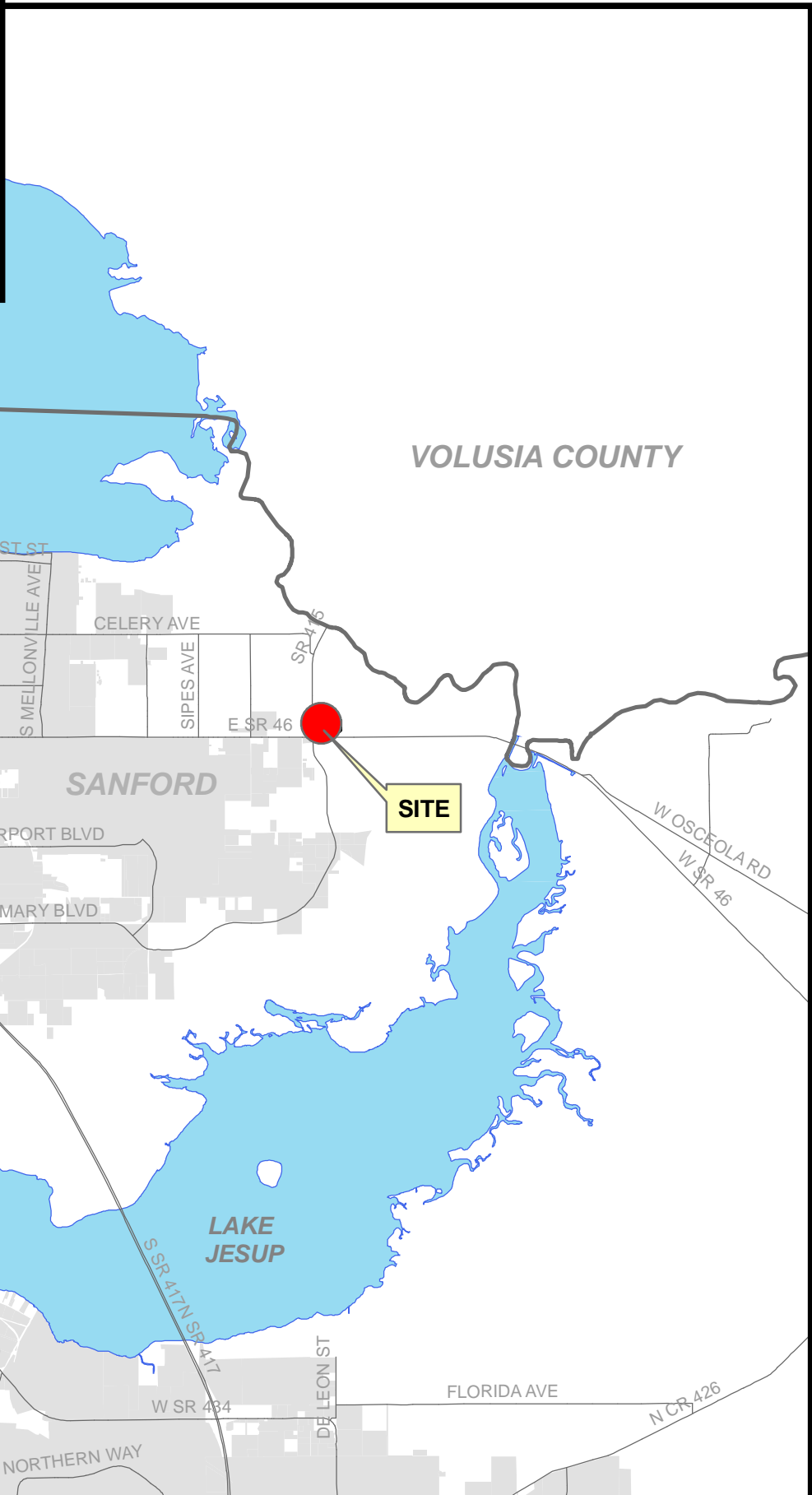
Staff recommends the Board approve the requested PUD Major Amendment, Revised Final Master Plan and Addendum # 2 to the River Run PUD Developer's Commitment Agreement, for 14.96 + acres, located near the northeast corner of the intersection of SR 415 and SR 46.

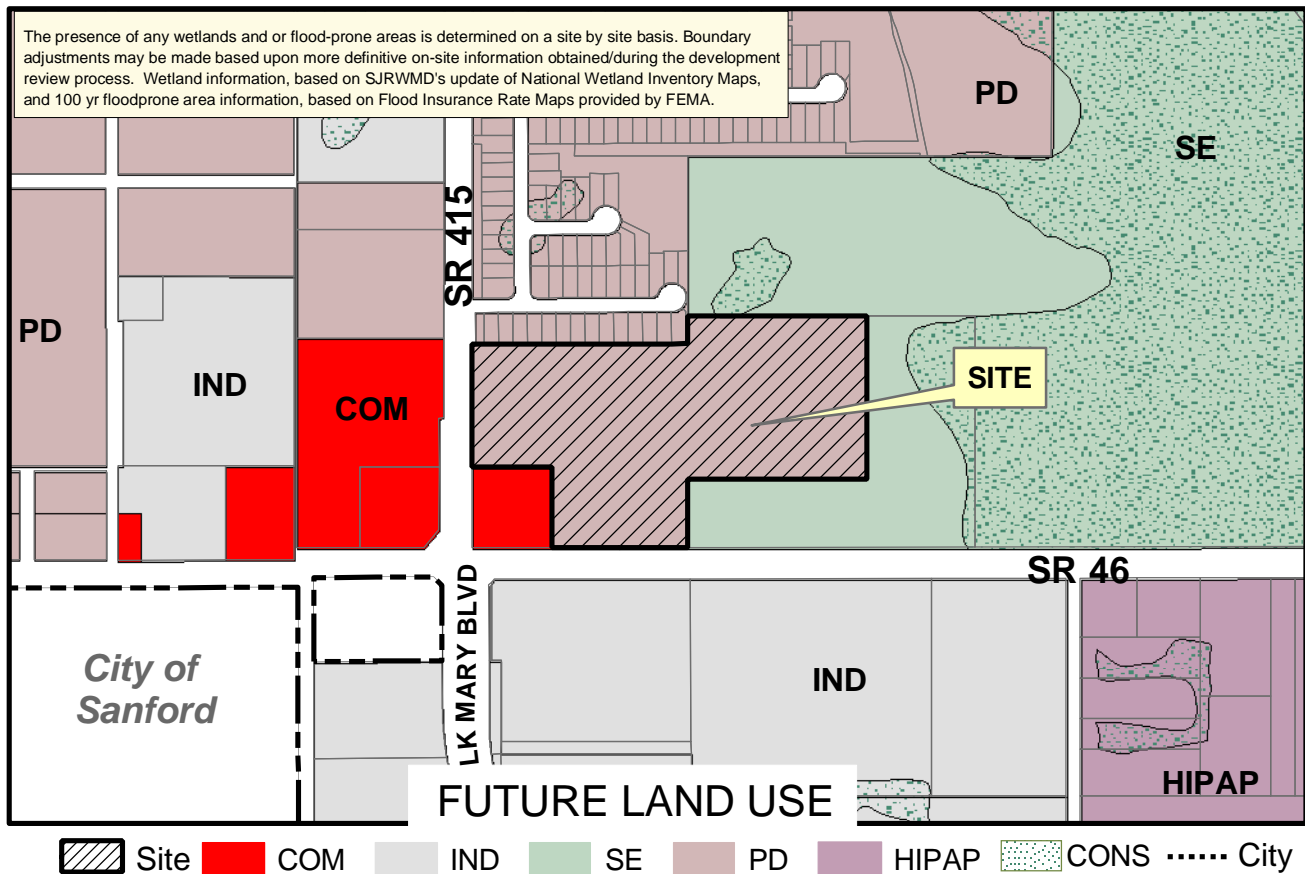
ATTACHMENTS:

1. Location Map
2. Zoning and Future Land Use Map
3. Aerial Map
4. Revised Final Master Plan
5. Addendum #2 to the River Run DCA
6. Denial Development Order
7. Developer's Commitment Agreement
8. March 2008 P&Z Minutes

Additionally Reviewed By:

☒ County Attorney Review (David Shields)





Applicant: Sunset Acquisitions Group

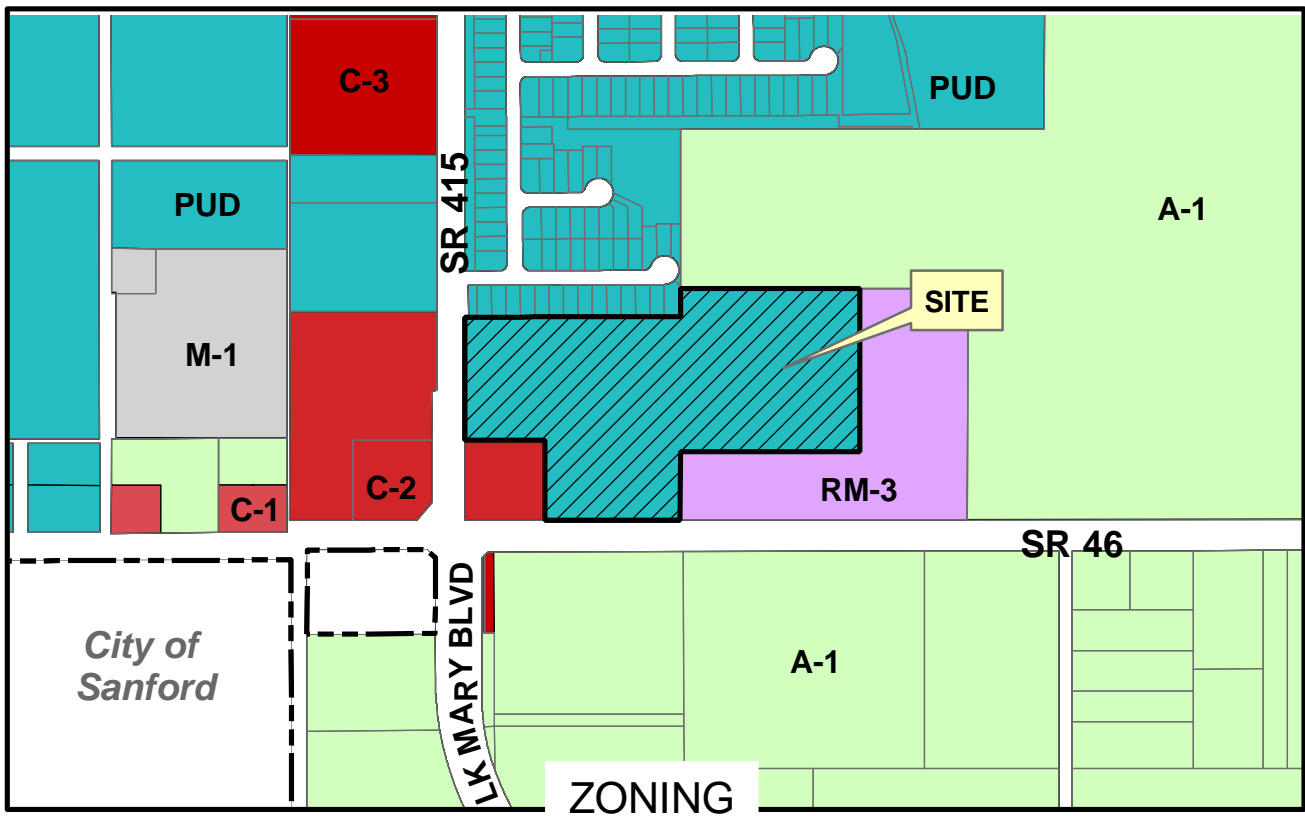
Physical STR: 34-19-31-300-0040-0000

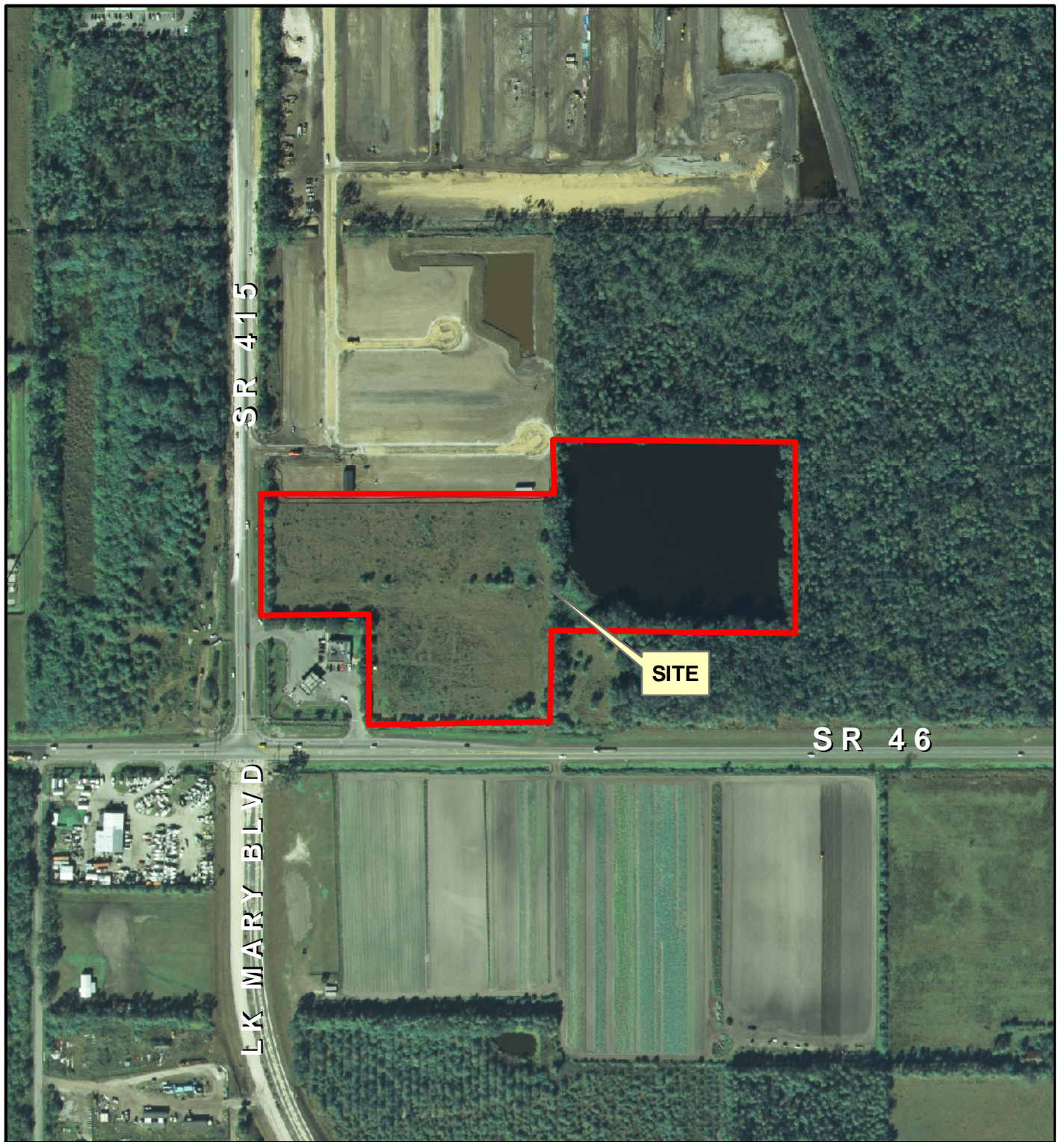
Gross Acres: 14.96 +/- BCC District: 5

Existing Use: _____

Special Notes: PUD Major Amendment

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2007-067	PUD	PUD



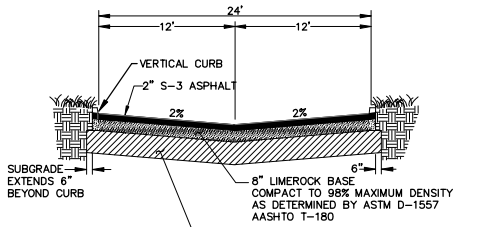


Rezone No: Z2007-067
 From: PUD To: PUD
 PUD Major Amendment

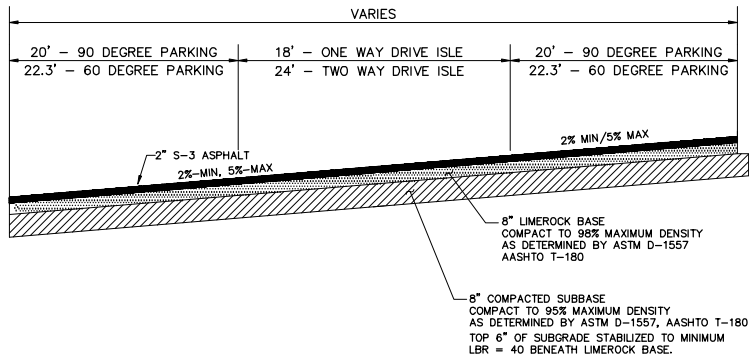
- Parcel
- Subject Property



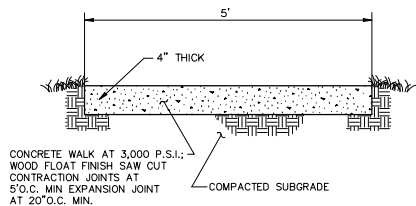
2007 Color Aerials



915 TYPICAL ROADWAY SECTION
- N.T.S.



916 TYPICAL PARKING SECTION
- N.T.S.



907 CONCRETE WALK
- N.T.S.

LOT TABLE			
LOT	LOT USE	AC.	%
A	COMMERCIAL	1.34 AC.	8.96
B	COMMERCIAL	13.62 AC.	91.04
GROSS SITE AREA		14.96 AC.	100 %

OPEN SPACE CALCULATION

REQUIRED OPEN SPACE = 25% PER RIVER RUN PUD
= 14.96 AC x 0.25 = 3.74 AC

PROVIDED OPEN SPACE
LOT A (25% MIN. X 1.34 AC.) = 0.34 AC
LOT B
GREEN SPACE = 0.56 AC
BUFFERS = 0.98 AC
RETENTION POND = 6.47 AC
LOT B OPEN SPACE = 8.01 AC
TOTAL OPEN SPACE = 8.35 AC

NOTE: LOT A OPEN SPACE TO BE DETERMINED AT SITE PLAN REVIEW.
THE AMENITIZED RETENTION POND MAY COUNT TOWARD THIS REQUIREMENT,
HOWEVER IN NO CASE SHALL THE TOTAL POND AREA USED FOR OPEN SPACE
BY PARCELS A AND B EXCEED 100% OF THE POND AREA AVAILABLE.

UTILITY IMPACTS

WATER (0.1 GPD/SF X 71,000 SF) 7,700 GPD
SEWER (0.1 GPD/SF X 71,000 SF) 7,700 GPD
TRAFFIC SEE TRAFFIC ANALYSIS SUBMITTED BY LEFTWICH ENGINEERING.

PROJECT TEAM MEMBERS:

OWNER / DEVELOPER:
SUNSET ACQUISITIONS GROUP, LLC.
110 WEST MAIN STREET, SUITE 200
LOUISVILLE, KY 40202
PHONE: (502) 895-4880

ENGINEER:
MADDEN, MOORHEAD & GLUNT INC.
431 E HORATIO AVE., SUITE 260
MAITLAND, FLORIDA 32751
PHONE: (407) 629-8330

SURVEYOR:
HENRICH-LUKE & SWAGGERTY, LLC
250 S. RONALD REAGAN BLVD. STE. 114
LONGWOOD, FLORIDA 32750
PHONE: (407) 647-7346

GEOTECHNICAL ENGINEER
UNIVERSAL SCIENCES
3532 MAGUIRE BLVD.
ORLANDO, FL 32811
PHONE: (407)-423-0504

UTILITY PROVIDERS:

ELECTRIC:
FLORIDA POWER & LIGHT CO.
MARK POLLOCK
P.O. BOX 2149
SANFORD, FL 32772
PH: (407) 328-1924
FAX: (407) 328-1910

PHONE:
BELLSOUTH
MARTIN NOSIE
132 COMMERCE WAY
SANFORD, FL 32771
PH: (407) 327-0447
FAX: (407) 327-2402

CABLE:
BRIGHT HOUSE NETWORKS
TRACEY DOMOSTOY
844 MAGUIRE ROAD
OCFEE, FL 34761
PH: (407) 532-8511
FAX: (407) 656-1162

WATER, WASTE WATER & SOLID WASTE
CITY OF SANFORD
P.O. BOX 2847
SANFORD, FL 32772-2847
PH: (407) 330-5639
FAX: (407) 330-5646

GAS
FLORIDA PUBLIC UTILITIES
LAUREL LOEFFLER
830 WEST 6TH STREET
SANFORD, FL 32771
PH: (407) 322-5733
FAX: (407) 323-4354

SITE DATA:

- PARCEL ID #: 34-19-31-300-0040-0000
- EXISTING ZONING: PUD
- FUTURE LAND USE: PD
- BUILDING SETBACKS: ADJACENT RESIDENTIAL = 50'
FRONT = 25'
REAR = 10'
SIDE = 0'
- REQUIRED BUFFERS
= PROJECT PERIMETER = 10' LANDSCAPE
= ADJ. RESIDENTIAL = 50' ACTIVE/ 25' PASSIVE
(ACTIVE/PASSIVE BUFFERS PER SOLDC SEC 30.1232)
- PROPOSED PROJECT IS A 71,000 S.F. COMMERCIAL DEVELOPMENT
- TOTAL ACREAGE = 14.96 AC.
- BUILDING HEIGHT: 1 STORY / 35' MAX.
- REQUIRED PARKING SPACES:

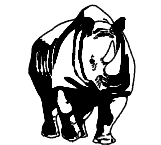
LOT A - TO MEET SEMINOLE COUNTY REQUIREMENTS AT TIME OF DEVELOPMENT
LOT B:
RETAIL (1 SP./250 SF.) = 11,200 SF. / 250 SF. = 49 SP.
GROCERY (1 SP./200 SF.) = 46,047 SF. / 200 SF. = 230 SP.
TOTAL REQUIRED PARKING LOT B = 279 SPACES
PROVIDED # OF SPACES: DESCRIPTION:
48 10' x 20'
230 60' ANGLED PARKING (PER SEMINOLE
COUNTY LDC SEC. 30.1223)
7 HANDICAP
285 TOTAL SPACES PROVIDED

- MAX. IMPERVIOUS AREA ALLOWED = 75% OF SITE
= (14.96 AC. x .75) = 11.22 AC.
- LOT B PROPOSED IMPERVIOUS AREA = 5.61 AC.
LOT A IMPERVIOUS AREA (75% X 1.34 AC.) = 1.0 AC.
TOTAL IMPERVIOUS AREA = 6.61 AC/53.34%
- MAX FAR = 0.35

PROVIDED FAR:
LOT B: (1.31 AC / 14.96 AC.) = .09

NOTE: FLOOR AREA RATIOS DO NOT INCLUDE LOT A BUT WILL NOT EXCEED
A TOTAL 0.35 FAR FOR TOTAL PUD.

- WATER, SEWER, AND RECLAIMED WATER SERVICE IS PROVIDED BY THE CITY OF SANFORD.
- UTILITY EASEMENTS DEDICATED TO SEMINOLE COUNTY SHALL BE PROVIDED OVER ALL WATER AND SEWER MAINS LOCATED OUTSIDE THE PUBLIC RIGHT OF WAY.
- ALL UTILITY LINES AND STORMWATER SYSTEM TO MEET SEMINOLE COUNTY SPECIFICATIONS.
- ALL CONSTRUCTION MATERIALS AND OTHER PROPOSED IMPROVEMENTS WILL MEET THE APPLICABLE CODES OF SEMINOLE COUNTY. SEMINOLE COUNTY DETAILS WILL BE UTILIZED ON THE FINAL ENGINEERING PLANS.
- THE PROPOSED PROJECT FIRE PROTECTION SYSTEM WILL BE DESIGNED IN ACCORDANCE WITH SEMINOLE COUNTY FIRE PROTECTION STANDARDS AND NFPA REQUIREMENTS.
- TRANSPORTATION IMPROVEMENTS PER FDOT AND SEMINOLE COUNTY REQUIREMENTS WILL BE SHOWN AT FINAL ENGINEERING.
- THE PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD PLAIN ZONE "A" PER FLOOD INSURANCE RATE MAP OF SEMINOLE COUNTY, FLORIDA. PANEL # 120117C0065 E, DATED APRIL 17, 1995.
- LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH SEMINOLE COUNTY ORDINANCE 2004-2, DATED JANUARY 13, 2004.
- SIDEWALKS WILL BE CONSTRUCTED A MINIMUM OF 5' IN WIDTH AND SHALL CONNECT BUILDING ENTRANCES TO RIGHT OF WAY
- RETENTION AREA SHALL HAVE EASEMENTS IN FAVOR OF BOTH PARCELS.
- STORMWATER RETENTION SYSTEM SHALL BE DESIGNED TO SEMINOLE COUNTY AND ST JOHNS RIVER WATER MANAGEMENT DISTRICT STANDARDS.
- ALL GREEN SPACE SHALL COUNT TOWARD THE REQUIRED OPEN SPACE.
- THE RETENTION POND WILL BE AMENITIZED PER THE SCLDC.
- THE PERMITTED USES SHALL BE ALL C-1 USES PLUS AMUSEMENT AND RECREATION FACILITIES, RECREATIONAL VEHICLE SITES AND SERVICE, DRIVE-IN RESTAURANTS, AND MINI STORAGE FACILITIES.



MADDEN
MOORHEAD & GLUNT, INC.
CIVIL ENGINEERS

431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

GENERAL NOTES AND DETAILS
FOR
RIVER RUN PUD
SEMINOLE COUNTY
FLORIDA

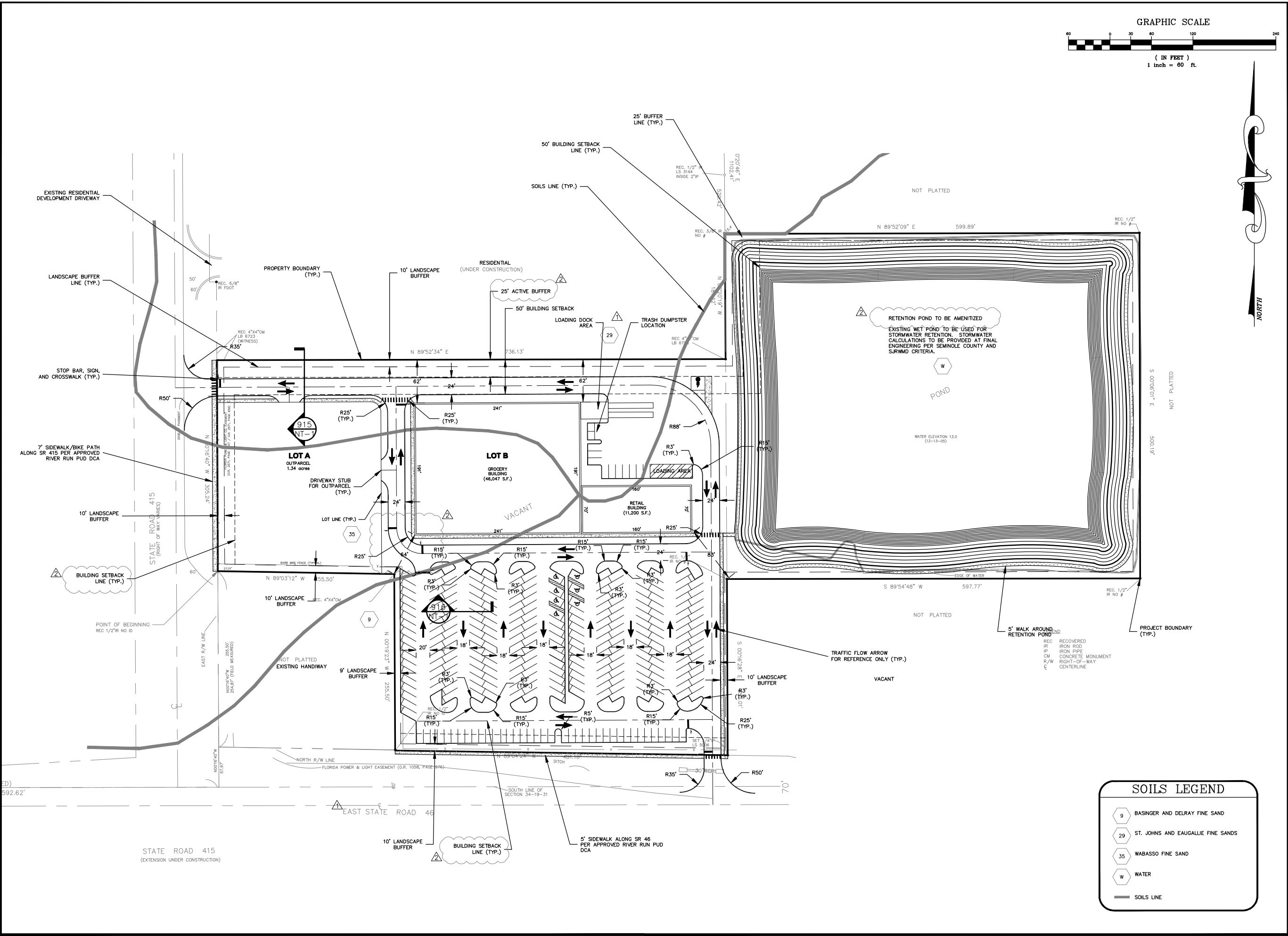
CLIENT
SUNSET ACQUISITIONS GROUP, LLC.
110 WEST MAIN STREET, SUITE 200
LOUISVILLE, KY 40202
(502) 895-4880

ENGINEER IN CHARGE:
CHADWYCK H. MOORHEAD, P.E. #61781
CERTIFICATE OF AUTHORIZATION NO. EB-000723

1	2	3	4	5	6	7	8	9	10	11	DATE	REVISIONS
1	10/19/07	REUSED PER SEMINOLE COUNTY COMMENTS										
2	1/19/08	REUSED PER SEMINOLE COUNTY COMMENTS										
3												
4												
5												
6												
7												
8												
9												
10												
11												

JOB # 25155
DATE: 09/18/07
SCALE: N.T.S.
DESIGNED BY: DAS
DRAWN BY: JAS
APPROVED BY: CHM

NT-1



SOILS LEGEND

- 9 BASINGER AND DELRAY FINE SAND
- 29 ST. JOHNS AND EAUGALLIE FINE SANDS
- 35 WABASSO FINE SAND
- W WATER
- SOILS LINE

MADDEN
MOORHEAD & GLUNT, INC.
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

**FINAL MASTER PLAN
FOR
RIVER RUN PUD**

CLIENT
SUNSET ACQUISITIONS GROUP, LLC.
110 WEST MAIN STREET, SUITE 200
LOUISVILLE, KY 40202
(502) 895-4860

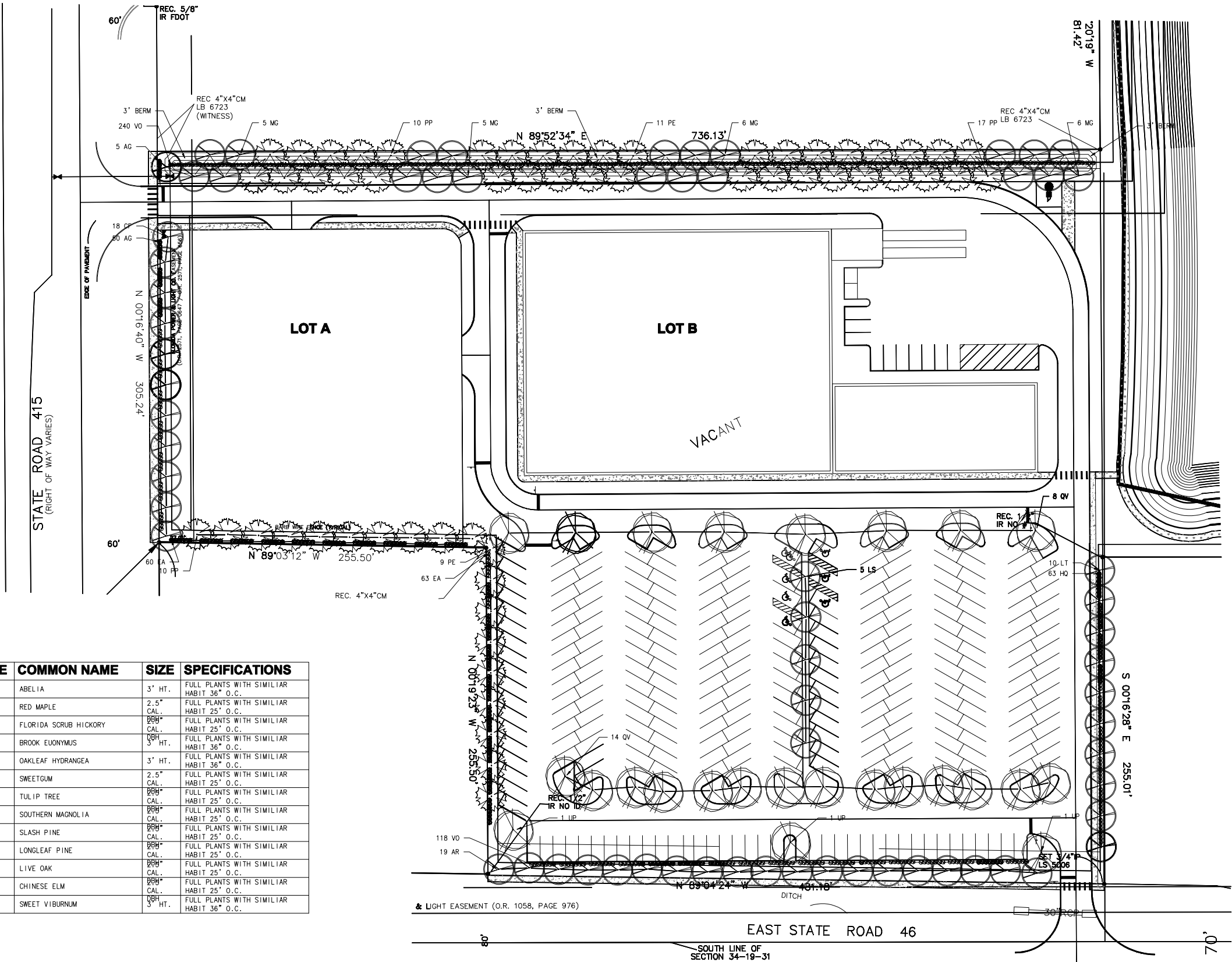
ENGINEER IN CHARGE:
CHADWYCK H. MOORHEAD, P.E. #61761
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

DATE	REVISIONS
10/17/07	REVISED PER SEMINOLE COUNTY COMMENTS
11/17/08	REVISED PER SEMINOLE COUNTY COMMENTS
12/17/08	REVISED PER SEMINOLE COUNTY COMMENTS
01/17/09	REVISED PER SEMINOLE COUNTY COMMENTS
02/17/09	REVISED PER SEMINOLE COUNTY COMMENTS
03/17/09	REVISED PER SEMINOLE COUNTY COMMENTS
04/17/09	REVISED PER SEMINOLE COUNTY COMMENTS
05/17/09	REVISED PER SEMINOLE COUNTY COMMENTS
06/17/09	REVISED PER SEMINOLE COUNTY COMMENTS
07/17/09	REVISED PER SEMINOLE COUNTY COMMENTS
08/17/09	REVISED PER SEMINOLE COUNTY COMMENTS
09/17/09	REVISED PER SEMINOLE COUNTY COMMENTS
10/17/09	REVISED PER SEMINOLE COUNTY COMMENTS
11/17/09	REVISED PER SEMINOLE COUNTY COMMENTS
12/17/09	REVISED PER SEMINOLE COUNTY COMMENTS

JOB # 25155
DATE: 09/18/07
SCALE: 1"=60'
DESIGNED BY: DAS
DRAWN BY: JAS
APPROVED BY: CHM

PLANT SCHEDULE

QTY.	SYM.	BOTANICAL NAME	COMMON NAME	SIZE	SPECIFICATIONS
55	AG	ABELIA GRANDIFLORA	ABELIA	3' HT.	FULL PLANTS WITH SIMILAR HABIT 36" O.C.
19	AR	ACER RUBRUM	RED MAPLE	2.5" CAL.	FULL PLANTS WITH SIMILAR HABIT 25' O.C.
18	CF	CARYA FLORIDANA	FLORIDA SCRUB HICKORY	DBH" CAL.	FULL PLANTS WITH SIMILAR HABIT 25' O.C.
123	EA	EUONYMUS AMERICANA	BROOK EUONYMUS	3' HT.	FULL PLANTS WITH SIMILAR HABIT 36" O.C.
63	HQ	HYDRANGEA QUERCIFOLIA	OAKLEAF HYDRANGEA	3' HT.	FULL PLANTS WITH SIMILAR HABIT 36" O.C.
5	LS	LIQUIDAMBER STYRACIFLUA	SWEETGUM	2.5" CAL.	FULL PLANTS WITH SIMILAR HABIT 25' O.C.
10	LT	LIRIODENDRON TULIPIFERA	TULIP TREE	DBH" CAL.	FULL PLANTS WITH SIMILAR HABIT 25' O.C.
22	MG	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	DBH" CAL.	FULL PLANTS WITH SIMILAR HABIT 25' O.C.
20	PE	PINUS ELLIOTTI	SLASH PINE	DBH" CAL.	FULL PLANTS WITH SIMILAR HABIT 25' O.C.
37	PP	PINUS PALUSTRIS	LONGLEAF PINE	DBH" CAL.	FULL PLANTS WITH SIMILAR HABIT 25' O.C.
22	QV	QUERCUS VIRGINIANA	LIVE OAK	DBH" CAL.	FULL PLANTS WITH SIMILAR HABIT 25' O.C.
3	UP	ULMUS PARVIFOLIA	CHINESE ELM	DBH" CAL.	FULL PLANTS WITH SIMILAR HABIT 25' O.C.
358	VO	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	3' HT.	FULL PLANTS WITH SIMILAR HABIT 36" O.C.

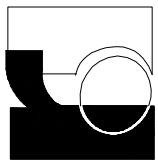


46 & 415 CONCEPTUAL LANDSCAPE PLAN

GRAPHIC SCALE: SUPERCEDES NUMERIC SCALE
0 20 40 80
SCALE: 1" = 40'

PRELIMINARY

110 WEST MAIN STREET
SUITE 200
LOUISVILLE, KY. 40202
PHONE: (502) 895-4880
FAX: (502) 895-5734
www.rothdevelopment.net



ROTHdevelopment

RIVER RUN PUD
SANFORD, FLORIDA

DATE	
REVISIONS	

PROJECT #	19129
DRAWN BY:	TEV
CHECKED BY:	
DATE:	9-24-07
DRAWING NAME:	RIVER RUN PUD CONCEPTUAL LANDSCAPE PLAN
DRAWING #	LA-1

**ADDENDUM #2
TO**

**RIVER RUN PLANNED UNIT DEVELOPMENT
FINAL PUD MASTER PLAN
DEVELOPERS COMMITMENT AGREEMENT
COMMITMENT, CLASSIFICATIONS AND DISTRICT DESCRIPTION**

On April 22, 2008, the Board of County Commissioners of Seminole County issued this Addendum to the "River Run PUD Developer's Commitment Agreement", as amended (the "PUD"), which shall superseded any and all provisions to the contrary in said PUD or other addenda thereto:

(plain text is provided for reference; strikethroughs are deletions and underlines are additions)

III. <u>Land Use</u>	<u>Acres</u>	<u>Units</u>	<u>Density</u>
Single Family	40.13	209	5.21 DU / Acre
Recreational Vehicle	5.60	68	12.14 Sites / A
Commercial Office	7.69 <u>11.95</u>		
Hotel	1.7 <u>0</u>		
Open Space / Recreation	31.24 <u>28.68</u>		
Retention Areas/Lakes	18.11		
Total	104.47 <u>106.17</u>		

IV. **Tract Breakdown**

Phase I. Installation of 209 single family residential lots. Also, the infrastructure such as utilities, roads, retention, etc. to support single family development. The density will conform with that of the overall site plan. The Phase I construction area will impact approximately 47 acres, including retention ponds located in tracts E, K and L. The main entrance was relocated about 200 feet to the south to conform to the entrance of the clinic across the street.

Phase II. Envisions the development and installation of 68 RV sites.

Phase III. Involves the development of 3.88 acres of commercially zoned land located adjacent to CR 415 immediately south of the RV Park. Zoning permits the building of 27,000 square feet of structures.

Phase IV & V. Encompasses the development of the balance of the commercially zoned land, allowing ~~37,000~~ 71,000 square feet of structures, ~~and the development of the hotel site, allowing 60 hotel rooms.~~

V. **Building and Lot Restrictions**

All building and lot restrictions shall be consistent with those approved in the preliminary PUD Plan and may be more restrictive than those hereafter described. All specimen trees will be saved whenever reasonably possible.

C. **Commercial:**

~~Hotel Zoning, and~~ Commercial Zoning permits all C-1 uses, plus amusement and recreation facilities, ~~hotels and motels~~, RV sales and service, drive-in restaurant and mini-storage. Setbacks as approved in the preliminary PUD plan, or if more restrictive, as provided in the Seminole County Land Development Code for C-1 and C-2 Zoning, as applicable. Commercial operating hours will vary for different commercial uses, but generally are proposed between 6 a.m. and 12 ~~p.m.~~ a.m.

VIII. **Landscaping and Buffers:** Landscaping will be installed in the buffer areas as described, concurrent with each respective Phase of development. Also, landscaping will be installed at the main entrance to the RV park, in the RV Park situated commercial areas, and in selected other RV areas, such as the clubhouse, parking lot, tennis court, ~~and swimming pool.~~ Also, ~~and in selected areas of the residential development, and on the hotel site, upon their respective development.~~ In addition, palm trees, to the extent they do not interfere with the natural tree coverage, will be installed along the RV entrance and the RV Boulevard. All Phases of Development will conform and abide by Seminole County's applicable landscaping codes. The Commercial Areas shall provide a 25' buffer and a 50' building setback for the length of commercial uses consistent with the Active buffering standards of the Seminole County Land Development Code.

IX. **Recreation and Open Space:** In addition to the amenities described, tables, benches, barbecues, shuffleboard, horseshoes will be provided within the RV tract. Also, fish will be placed in the aerated wet-retention ponds of the RV site. In the residential area a children's playground shall be ~~installed provided~~ provided near the 7-acre lake on the southeast side of the PUD east side of the PUD adjacent to a stormwater pond. All referenced recreation facilities will be put in place at the time of each respective Phase of development.

XI. **Other commitments:**

- A. All maintenance in the RV Park will be the sole responsibility of the Developer_Owners. A Homeowners Association will be established to maintain all common areas within the residential land. Commercial land improvements and maintenance will be the responsibility of the respective owners, from time to time. Maintenance will also be provided for, Private Road Right-of-Ways, Open Space and Recreational Facilities.
- B. Street lighting is proposed for all developed entrances and throughout all developed areas of the PUD. The installation of such lighting shall be concurrent with each respective Phase of development.
- C. Operating hours for the commercial activities are proposed to be between 6 a.m. and 12 ~~p.m.~~ a.m.
- D. The proposed maximum height for ~~a planned hotel~~ the commercial area is thirty five (35) feet.
- E. Usable open space throughout the PUD shall be pedestrian-accessible from all areas of the PUD.
- F. Unless specifically addressed in this Agreement, or in the Rezoning of August 12, 1997, the development shall fully comply with all Codes and Ordinances, including impact Fee Ordinances, in effect in Seminole County at the time of issuance of any permit.
- G. Subdivision plats establishing residential lots within the limits of the subject property shall include a note in font size twelve (12) point or larger the following:

The properties delineated on this plat are subject to aircraft noise that may be objectionable.
- H. The sale of each and every residential lot within the subject property shall include a deed restriction containing the following language in bold type face:

NOTICE OF AIRPORT NOISE

This property is located in proximity to an airport noise zone.
Residents will be subject to aircraft noise that may be objectionable.

Developer Definition: When the term "Developer" is used herein, the term shall be taken, or constructed, to mean "River Run, Inc. and or Dr. Randall C. Brown and Dr. Alan J. Devos"- and or Sunset Acquisition Group, LLC." All obligations, liabilities, and responsibilities incurred by, or implied by the Developer in this Agreement, shall be assumed by all successors in interest as the Overall Developer of this Planned Unit Development.

DONE AND ORDERED ON THE DATE
FIRST WRITTEN ABOVE

By: _____
Brenda Carey, Chairman
Seminole County Board of County Commissioners

OWNERS' CONSENT AND COVENANT

COMES NOW, the owner, Sunset Acquisition Group, LLC, on behalf of itself and its heirs, successors, assigns and 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.

WITNESSES:

OWNER:

Witness

James Roth, Manager Sunset
Acquisition Group, LLC

Witness

Acknowledgement

STATE OF FLORIDA }
COUNTY OF SEMINOLE }

The foregoing instrument was acknowledged before me this _____
day of _____, 2008, by _____ who is personally
known to me or who has produced their Driver's License as identification.

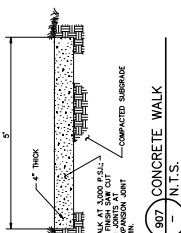
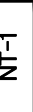
Notary Public
Print Name:
My Commission expires:

Exhibit "A"
LEGAL DESCRIPTION

FROM THE SOUTHWEST CORNER OF THE SW 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, RUN N. 89°56'50" E., ALONG THE SOUTH LINE OF SAID SW 1/4, A DISTANCE OF 592.62 FEET; THENCE RUN N. 00°16'40" W., 57.97 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 46 AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 415; THENCE CONTINUE N. 00°16'40" W. ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD 415 A DISTANCE OF 255.50 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE 305.24 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE RUN N. 89°52'34" E. 736.13 FEET TO THE EAST LINE OF THE SW 1/4 OF THE SW 1/4 OF AFORESAID SECTION 34; THENCE RUN N. 00°20'46" W. ALONG SAID EAST LINE 181.42 FEET; THENCE N. 89°52'09" E. 599.89 FEET; THENCE S. 00°06'01" E. 500.19 FEET; THENCE S. 89°54'48" W. 597.77 FEET; THENCE S. 00°16'28" E. 255.12 FEET TO THE AFORESAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 46; THENCE RUN N. 89°10'41" W. ALONG SAID NORTH RIGHT-OF-WAY LINE 481.16 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE RUN N. 00°19'23" W. 255.50 FEET; THENCE N. 89°03'12" W. 255.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.96 ACRES MORE OR LESS.

Exhibit “B”
FINAL MASTER PLAN





FINAL MASTER PLAN
FOR
RIVER RUN PUD
MINNOC COUNTY
FLORIDA

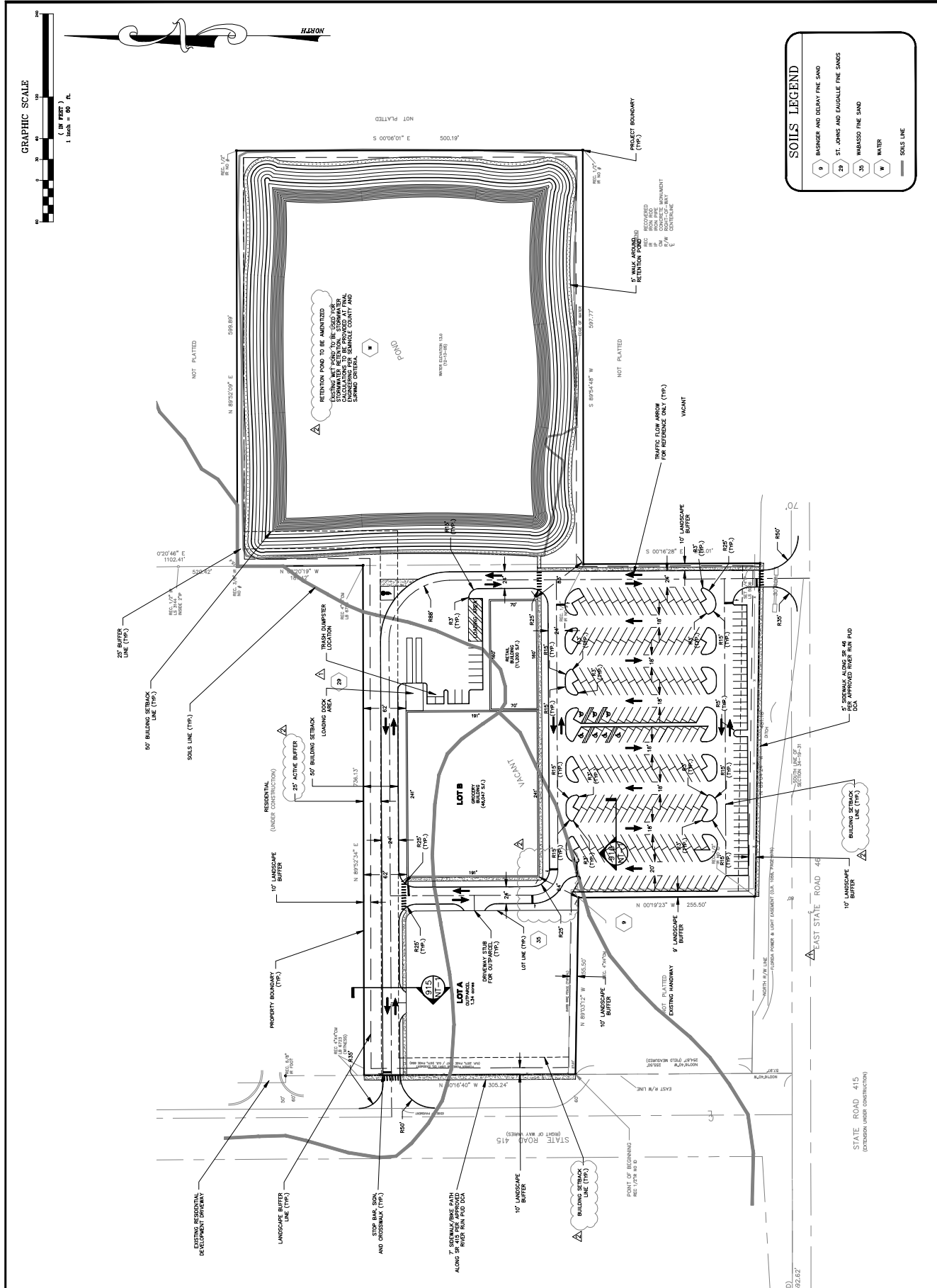
SUNSET ACQUISITIONS GROUP, LLC,
110 WEST MAIN STREET, SUITE 200
LOUISVILLE, KY 40202
(502) 895-4880

ENGINEER IN CHARGE:
CHADWYCK H MOORHEAD, P.E. #61781
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

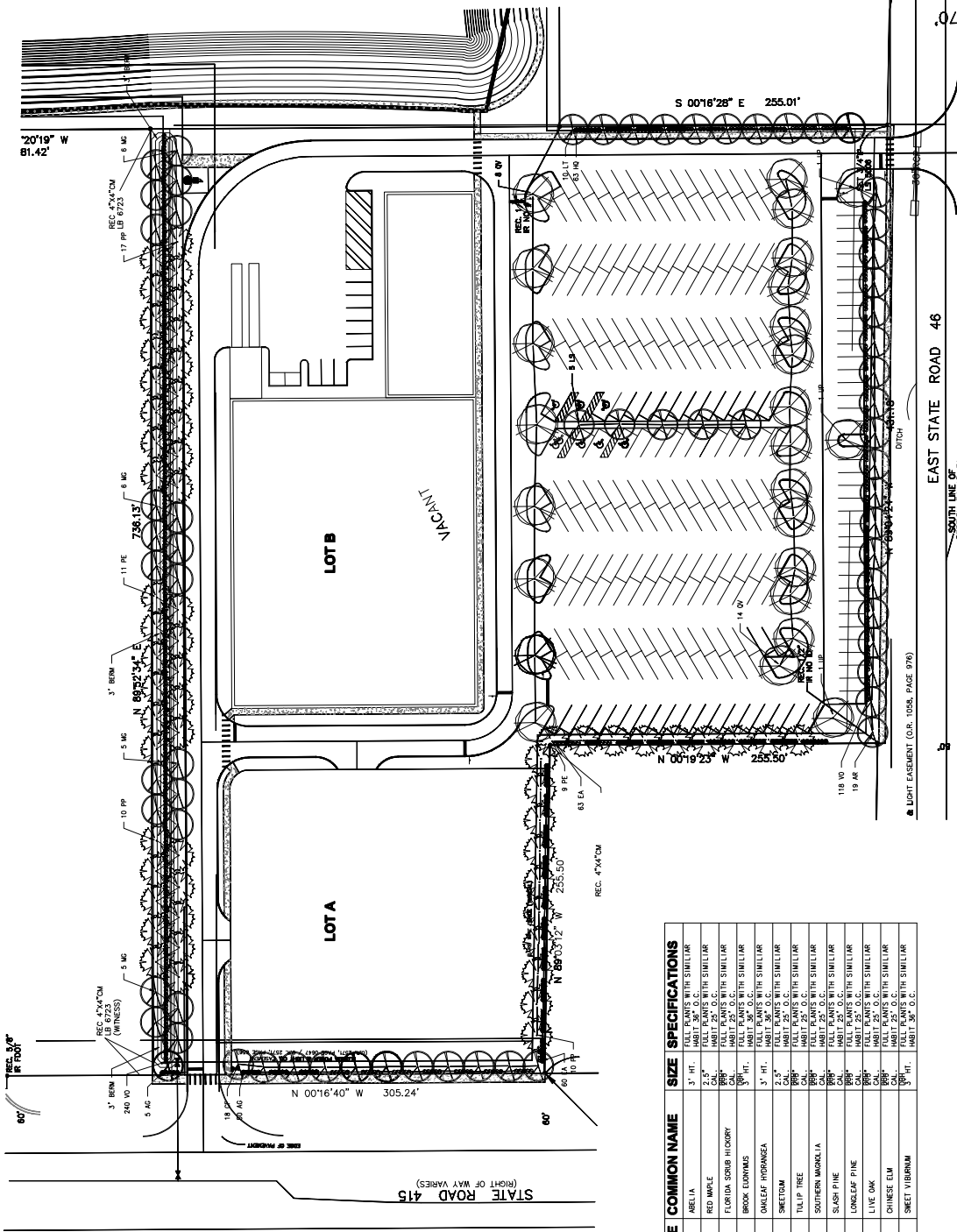
	DATE	REVISIONS
11		
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5		
4		
3		
2		
1		

JOB # 25155
DATE: 09/18/07
SCALE: 1"=60'
DESIGNED BY: DAS
DRAWN BY: JAS
APPROVED BY: CHM

FMP-1



PLANT SPECIES	PLANT QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPECIFICATIONS
1	55	AG	AGUELA GRANDIFLORA	3' HT.	TELL PLANTS WITH SIMILAR HABIT 25' O.C.
2	19	ACER	RED MAPLE	2.5' HT.	TELL PLANTS WITH SIMILAR HABIT 25' O.C.
3	18	CF	FLORIDA SORBO HIGHORY	3' HT.	TELL PLANTS WITH SIMILAR HABIT 25' O.C.
4	123	EA	EVONYMUS AMERICANA	3' HT.	TELL PLANTS WITH SIMILAR HABIT 25' O.C.
5	62	H2	HYDRANGEA AMERICANA	3' HT.	TELL PLANTS WITH SIMILAR HABIT 25' O.C.
6	15	L1	L1 QUINQUESTRATIFLUA	2.5' HT.	TELL PLANTS WITH SIMILAR HABIT 25' O.C.
7	10	L1	L1R ODOORATA	2.5' HT.	TELL PLANTS WITH SIMILAR HABIT 25' O.C.
8	22	MA	MAGNOLIA GRANDIFLORA	3' HT.	TELL PLANTS WITH SIMILAR HABIT 25' O.C.
9	20	PE	PINUS LITTORALI	3' HT.	TELL PLANTS WITH SIMILAR HABIT 25' O.C.
10	37	PP	PNUS PALSTRIS	3' HT.	TELL PLANTS WITH SIMILAR HABIT 25' O.C.
11	22	QV	QUERCUS VIRGINIANA	3' HT.	TELL PLANTS WITH SIMILAR HABIT 25' O.C.
12	3	UP	ULMUS PARVIFOLIA	3' HT.	TELL PLANTS WITH SIMILAR HABIT 25' O.C.
13	359	VO	VIBURNUM DOUGLASSIANUM	3' HT.	TELL PLANTS WITH SIMILAR HABIT 25' O.C.



46 & 415 CONCEPTUAL LANDSCAPE PLAN

GRAPHIC SCALE: SUPERCEDES' NUMERIC SCALE

0 20 40 60

SCALE: 1" = 40'

NORTH

PRELIMINARY

PROJECT #	18129	CHECKED BY:	DATE	9-24-07	DRAWING NAME:	RIVER RUN PUD CONCEPTUAL LANDSCAPE PLAN	DRAWING #	LA-1
DRAWN BY	TEV							

RIVER RUN PUD
SANFORD, FLORIDA

**110 WEST MAIN STREET
SUITE 200
LOUISVILLE, KY. 40202**
PHONE: (502) 895-4880
FAX: (502) 895-5734
www.coltddevelopment.net



SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On May 6, 2008, Seminole County issued this Denial Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

Property Owner(s): Sunset Acquisitions Group

Project Name: River Run PUD Major Amendment

Requested Development Approval: Major Amendment to the River Run PUD for 14.96 + acres, located near the northeast corner of the intersection of SR 415 and SR 46.

The Board of County Commissioners has determined that the requested PUD Major Amendment is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "River Run PUD Major Amendment" and all evidence submitted at the public hearing on May 6, 2008, 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: _____
Brenda Carey, Chairman

Exhibit "A"
Legal Description

FROM THE SOUTHWEST CORNER OF THE SW 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, RUN N. 89°56'50" E., ALONG THE SOUTH LINE OF SAID SW 1/4, A DISTANCE OF 592.62 FEET; THENCE RUN N. 00°16'40" W., 57.97 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 46 AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 415; THENCE CONTINUE N. 00°16'40" W. ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD 415 A DISTANCE OF 255.50 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE 305.24 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE RUN N. 89°52'34" E. 736.13 FEET TO THE EAST LINE OF THE SW 1/4 OF THE SW 1/4 OF AFORESAID SECTION 34; THENCE RUN N. 00°20'46" W. ALONG SAID EAST LINE 181.42 FEET; THENCE N. 89°52'09" E. 599.89 FEET; THENCE S. 00°06'01" E. 500.19 FEET; THENCE S. 89°54'48" W. 597.77 FEET; THENCE S. 00°16'28" E. 255.12 FEET TO THE AFORESAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 46; THENCE RUN N. 89°10'41" W. ALONG SAID NORTH RIGHT-OF-WAY LINE 481.16 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE RUN N. 00°19'23" W. 255.50 FEET; THENCE N. 89°03'12" W. 255.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.96 ACRES MORE OR LESS.

RIVER RUN PLANNED UNIT DEVELOPMENT
FINAL PUD MASTER PLAN
DEVELOPER'S COMMITMENT AGREEMENT
COMMITMENT, CLASSIFICATIONS AND DISTRICT DESCRIPTION

On April 24, 2001, the Board of County Commissioners of Seminole County issued this Development Order relating to and touching and concerning the following described property:

I. Legal Description

Parcel A: The South 583.65 feet of the NW ¼ of the SW ¼ of Section 34, Township 19 South, Range 31 East, Seminole County, Florida, lying East of State Road 415, and the SW ¼ of the SW ¼ of said Section 34, lying East of State Road 415, less the South 800.00 feet thereof. Containing 18.8938 acres.

Parcel B: The South 800.00 feet of the SW ¼ of the SW ¼ of Section 34, Township 19 South, Range 31 East, Seminole County, Florida, lying East of State Road 415, less Right-of- Way for State Road 46 and less the following described parcel: From the Southwest corner of of the SW ¼ of Section 34, Township 19 South, Range 31 East, Seminole County, Florida, run N.89°38'04" E, along the South line of said SW ¼, a distance of 592.62 feet, thence run N.00°35'26" W., 57.97 feet to the intersection of the North Right-of- Way line of State Road 46 and the East Right-of- Way line of State Road 415 for a Point Of Beginning, thence run N.00° 35'26" W., along said East Right-of- Way line of State Road 415, a distance of 255.50 feet, thence run S.89°20'52" E., 255.50 feet to said North Right-of- Way line of State Road 46, thence run N.89°20'52" W., along said North Right-of- Way line 255.50 feet to the Point of Beginning. (Containing 1.4986 acres).

AND ALSO the North 500.00 feet of the South 800.00 feet of the West 600.00 feet of the SE ¼ of the SW ¼ of Section 34, Township 19 South, Range 31 East, Seminole County, Florida, Containing 18.0603 acres.

Parcel C, The South 305.00 feet of the Southwest ¼ of the Northwest ¼ of Section 34, Township 19 South, Range 31 East, Seminole County, Florida, Lying East of the Easterly Right-of-Way of State Road 415.

Parcel D, The South 305 feet of the Southeast ¼ of the Northwest ¼ of Section 34, Township 19 South, Range 31 East, Seminole County, Florida.

Parcel E, The Northeast ¼ of the Southwest ¼ of Section 34, Township 19 South, Range 31 East, Seminole County, Florida.

CERTIFIED COPY
 MARYANNE MORSE
 CLERK OF CIRCUIT COURT
 SEMINOLE COUNTY, FLORIDA
 BY Eva Roach
 DEPUTY CLERK

RETURN TO SANDY MCCANN

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2002029257 BK 04321 Pg 1424 RECD 02/09/2002 04:09:50 PM RECD BY L Webb/ldley

Parcel F, The North 735.40 feet of the Northwest ¼ of the Southwest ¼ Section 34, Township 19 South, Range 31 East, Seminole County, Florida, Lying East of the Easterly Right-of-Way of State Road 415.

Total Site Acreage is approximately 104 Acres +-.
Approximately 20.3 Acres are below the 100-Year Flood Elevation of 9.7 M.S.L.
Approximately 83.7 Acres are above the 100-Year Flood Line.

II. Statement of Basic Facts

Total Acreage 104.3

Total Dwelling Units Residential	60
Total Dwelling Units Recreational Vehicles	399
Gross Residential Density	5 Du / Acre
Gross Recreational Vehicles Density	7.5 Sites / Acre

<u>III. Land Use</u>	<u>Acres</u>	<u>Units</u>	<u>Density</u>
Single Family	12.0	60	5 DU / Acre
Recreational Vehicle	39.3	399	7.5 Sites / A
Commercial Office	6.4		
Hotel	1.7		
Open Space / Recreation	<u>44.9</u>		
Total	104.3		

IV. Tract Breakdown

PHASE I. Installation of 215 R V sites in the southern portion of the RV zoned area, along with clubhouse, tennis court, swimming pool and parking facilities to accommodate said amenities. Also, the infrastructure such as utilities, roads, retention, etc. to support the sites and amenities. The density will conform with that of the overall site plan. The Phase I construction area will impact approximately 25 acres. The main entrance was relocated about 200 feet to the south to conform to the entrance of the clinic across the street.

PHASE II. Envisions the development and installation of 184 RV sites.

PHASE III. Involves the development of 2.7 acres of commercially zoned land, situate directly north and south of the RV Park entrance. Zoning permits the building of 27,000 square feet of structures.

PHASE IV. & V. Encompasses the development of the balance of the commercially zoned land, allowing 37,000 square feet of structures, the development of the residential land, allowing 60 residential units and the development of the hotel site, allowing 60 hotel rooms.

V. Building and Lot Restrictions

All building and lot restrictions shall be consistent with those approved in the preliminary PUD Plan and may be more restrictive than those hereafter described. All specimen trees will be saved whenever reasonably possible.

A. Residential:

1. Minimum lot sizes:
 - a. Detached Units: 5,000 square feet
 - b. Duplexes: 9,000 square feet
2. Minimum Unit size:
 - a. Detached Houses: 1,000 square feet
 - b. Duplexes, 700 square feet.
3. Setbacks:
 - a. Detached Units: Front 20 feet, Side 5 feet, Rear 20 feet and side street 15 feet.
 - b. Duplexes: Front 25 feet, Side 7.5 feet, Rear 30 feet and side street 15 feet

Setbacks for accessory structures and swimming pools are the same as Seminole County requirements under R-1A and R-2, Zoning, respectively.

B. Recreational Vehicles:

Typical RV sites are from 1,500 square feet -2,400 square feet. In order to preserve trees, lot size will vary, but will be a minimum of 30 feet x 50 feet, except Road Frontage may be less than 30 feet, if this leads to the saving of important tree(s). All other Seminole County regulations of the RM-3 Zoning will be met.

C. Commercial:

Hotel Zoning, and Commercial Zoning permits all C-1 uses, plus amusement and recreation facilities, hotels and motels, RV sales and service, drive-in restaurant and mini-storage. Setbacks as approved in the preliminary PUD plan, or if more restrictive, as provided in the Seminole County Land Development Code for C-1

and C-2 Zoning, as applicable. Commercial operating hours will vary for different commercial uses, but generally are proposed between 6 a.m. and 12 p.m.

VI. Vehicle and Pedestrian Circulation System:

- A. A seven feet wide sidewalk will be provided along boundary of PUD on State Road 415 and State Road 46. The sidewalks will be installed in sections, concurrent with each adjacent phase of development, as they occur.
- B. The Commercial tracts within the RV zoned land may be accessed from the RV sites via a five feet wide pedestrian path, situate within the buffer zone along State Road 415. The Residential tract will provide access north and south via a five feet wide pedestrian path, situate within the buffer on the eastern boundary of the residential tract.
- C. All roads will be built to county specification for asphalt roads and will be lime-rocked 20 feet wide, with hard surface 16 feet wide for one-way streets. Two-way streets to be designed to county specification. Road easements may vary, as the roads within the PUD are private roads.
- D. Developer will dedicate additional right of way on SR 46 and SR 415 as needed, to accommodate required improvements, including additional pavement, drainage and sidewalks, as previously stated. Left and right turn lanes shall be constructed in compliance with the FDOT Roadway and Traffic Design Standards on SR 46 and SR 415. Also, will provide signal and/or turn lane improvements upon development of Phase IV & V at the intersection of SR 415 and SR 46, based on intersection capacity analysis combining the PUD project with existing and approved background traffic.

VIII. Landscaping and Buffers: Landscaping will be installed in the buffer areas as described, concurrent with each respective Phase of development. Also, landscaping will be installed at the main entrance to the RV park, in the RV Park situated commercial areas, and in selected other RV areas, such as the clubhouse, parking lot, tennis court and swimming pool. Also, in selected areas of the residential development and on the hotel site, upon their respective development. In addition, palm trees, to the extent they do not interfere with the natural tree coverage, will be installed along the RV entrance and the R V Boulevard. All Phases of development will conform and abide by Seminole County's applicable landscaping codes.

IX. Recreation and Open Space: In addition to the amenities described, tables, benches, barbecue, shuffleboard, horseshoes will be provided within the RV tract. Also, fish will be placed in the aerated wet-retention ponds of the RV site. In the residential area a children's playground shall be installed near the 7-acre lake on the southeast side of the PUD. All

referenced recreation facilities will be put in place at the time of each respective Phase of development.

X Facility Commitments:

- A. All Flood prone and wetland areas will be dedicated to Seminole County as conservation easements with stipulations and covenants as agreed to by the Seminole County Commission and the St Johns River Water Management District.
- B. Water and Sewer will be provided by the City of Sanford. A ten-inch water line runs along the west of the property. A sewer line, approved by the City of Sanford and permitted by the DEP for 50,000 gal/day will be tied into the Beardall Avenue sewer terminus.

XI. Other Commitments:

- A. All maintenance in the RV Park will be the sole responsibility of the Developer-Owners. A Homeowners Association will be established to maintain all common areas within the residential land. Commercial land improvements and maintenance will be the responsibility of the respective owners, from time to time. Maintenance will also be provided for, Private Road-Right-of-Ways, Open Space and Recreational Facilities.
- B. Street lighting is proposed for all developed entrances and throughout all developed areas of the PUD. The installation of such lighting shall be concurrent with each respective Phase of development.
- C. Operating hours for the commercial activities are proposed to be between 6 a.m.-12 p.m.
- D. The proposed maximum height for a planned hotel is thirty-five (35) feet.
- E. Usable pen space throughout the PUD shall be pedestrian-accessible from all areas of the PUD.
- F. Unless specifically addressed in this Agreement, or in the Rezoning of August 12, 1997, the development shall fully comply with all Codes and Ordinances, including Impact Fee Ordinances, in effect in Seminole County at the time of issuance of any permit.

Developer Definition: When the term "Developer" is used herein, the term shall be taken, or construed, to mean "River Run, Inc. and or Dr. Randall C. Brown and Dr. Alan J. Devos". All obligations, liabilities, and responsibilities incurred by, or implied by the Developer in this Agreement, shall be assumed by all successors in interest as the Overall Developer of this Planned Unit


Development.

XII. STANDARD COMMITMENTS

- A. Unless specifically addressed otherwise herein, all development shall fully comply with all the codes and ordinances, including impact fee ordinances, in effect in Seminole County at the time of permit issuance.
- B. The conditions upon this development approval and commitments made as to this development approval have been accepted by and agreed to by the Owners of the property.
- C. The development order touches and concerns the aforescribed property, and the conditions, commitments and provisions of the development order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The Owners of said property have expressly covenanted and agreed to this provision and all other terms and provisions of the development order.
- D. The terms and provisions of the development order are not severable, and in the event any portion of this development order shall be found to be invalid or illegal, then the entire development order shall be null and void.

DONE AND ORDERED ON THE DATE
FIRST WRITTEN ABOVE

By:


DARYL G. MCLAIN
Chairman

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 17th day of Feb, 2002 by
Daryl G. McLain, who is personally known to me


Signature of Notary Public

AFFIX NOTARY STAMP



Annette M. Hatch
My Commission D0034255
Expires September 08, 2005

Annette M. Hatch
(Print Notary Name)
My Commission Expires: 09/08/05
Commission No.: D0034255

OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, River Run, Inc., on behalf of itself and its heirs, successors, assigns and 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 the Development Order:

OWNER:

River Run, Inc. by:

WITNESS:

Tamara J. Miller
(Sign)

Rolf Bergmann
Rolf Bergmann, President

Tamara J. Miller
(Print Name)

Midge Smith
(Sign)

Midge Smith
(Print Name)

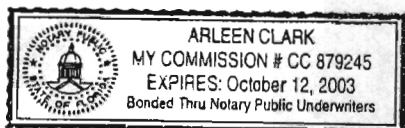
STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 27 day of Nov., 2001 by Rolf Bergmann, as President of River Run, Inc., who is personally known to me or who produced his FL. DL or Driver's License as identification.

8625-720-34-207-0

Arleen Clark
Signature of Notary Public

AFFIX NOTARY STAMP



Arleen Clark
(Print Notary Name)

My Commission Expires: 10-12-03

Commission No.: CC879245

☐ Personally Known, or
☒ Produced Identification

Type of Identification Produced:
Driver's license

OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, Dr. Randall C. Brown, on behalf of himself and his heirs, successors, assigns and 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 the Development Order:

OWNER:

WITNESS:

Dana L. Evans
(Sign)

Dana L. Evans
(Print Name)

Diana F. Pargouzes
(Sign)

Diana F. Pargouzes
(Print Name)

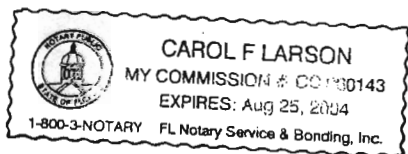
Dr. Randall C. Brown
Dr. Randall C. Brown

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 27th day of Nov, 2001 by
Dr. Randall C. Brown, as Owner, who is personally known to me or who produced his
Driver's License as identification.

Carol F. Larson
Signature of Notary Public

AFFIX NOTARY STAMP



Carol F. Larson
(Print Notary Name)
My Commission Expires: 8-25-04
Commission No.: CC 960143
☒ Personally Known, or
☐ Produced Identification
Type of Identification Produced: _____

FILE NUM 2002029257
OR BOOK 04321 PAGE 1431

OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, Dr. Alan J. Devos, on behalf of himself and his heirs, successors, assigns and 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 the Development Order:

OWNER:

WITNESS:

Elizabeth A. Andres
(Sign)

ELIZABETH A. ANDRES
(Print Name)

Dr. Alan J. Devos
Dr. Alan J. Devos

Jane A. Guth
(Sign)

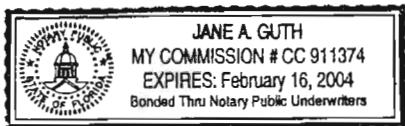
Jane A. Guth
(Print Name)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 30th day of Nov., 2001 by
Dr. Alan J. Devos, as Owner, who is personally known to me or who produced his
NA - Driver's License as identification

Jane A. Guth
Signature of Notary Public

AFFIX NOTARY STAMP



Jane A. Guth
(Print Notary Name)
My Commission Expires: _____
Commission No.: _____
☒ Personally Known, or
☐ Produced Identification
Type of Identification Produced: _____

EXHIBIT "A"

FINAL PUD MASTER PLAN

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 05352 PGS 0131-0136
CLERK'S # 2004095267
RECORDED 06/18/2004 09:20:22 AM
RECORDING FEES 52.50
RECORDED BY J. Eckenroth

**ADDENDUM #1
TO
RIVER RUN PLANNED UNIT DEVELOPMENT
FINAL PUD MASTER PLAN
DEVELOPER'S COMMITMENT AGREEMENT
COMMITMENT, CLASSIFICATIONS AND DISTRICT DESCRIPTION**

On April 27, 2004, the Board of County Commissioners of Seminole County issued this Addendum to the "River Run PUD Developer's Commitment Agreement," as amended (the "PUD"), which shall supersede any and all provisions to the contrary in said PUD or other addenda thereto:

II. Statement of Basic Facts

Total Acreage 104.3 104.47

Total Dwelling Units Residential	60	<u>209</u>
Total Dwelling Units Recreational Vehicles	399	<u>68</u>
Gross Residential Density	5	<u>5.21</u> DU / Ac
Gross Recreational Vehicles Density	7.5	<u>12.14</u> Sites / Ac

III. Land Use

	<u>Acres</u>	<u>Units</u>	<u>Density</u>
Single Family	12.0	<u>40.13</u> 60	<u>209</u> 5 <u>5.21</u> DU / Ac
Recreational Vehicle	39.3	<u>5.60</u> 399	<u>68</u> 7.5 <u>12.14</u> Sites / Ac
Commercial Office	6.4	<u>7.69</u>	
Hotel	1.7		
Open Space / Recreation	44.9	<u>31.24</u>	
<u>Retention Areas/Lakes</u>		<u>18.11</u>	
Total	104.3	<u>104.47</u>	

IV. Tract Breakdown

PHASE I. Installation of 215 R V sites in the southern portion of the RV zoned area 209 single family residential lots. Also, the infrastructure such as utilities, roads, retention, etc. to support single family development. The density will conform with that of the overall site plan. The Phase I construction area will impact approximately 25 47 acres, including retention ponds located in tracts E,

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eve Roach
DEPUTY CLERK

RETURN TO SANDY MCCANN

K and L. The main entrance was relocated about 200 feet to the south to conform to the entrance of the clinic across the street.

PHASE II. Envisions the development and installation of ~~184~~ 68 RV sites.

PHASE III. Involves the development of ~~2.7~~ 3.88 acres of commercially zoned land, ~~situate directly north and south of the RV Park entrance located adjacent to CR 415, immediately south of the RV Park.~~ Zoning permits the building of 27,000 square feet of structures.

PHASE IV. & V. Encompasses the development of the balance of the commercially zoned land, allowing 37,000 square feet of structures; and the development of the hotel site, allowing 60 hotel rooms.

V. Building and Lot Restrictions

All building and lot restrictions shall be consistent with those approved in the preliminary PUD Plan and may be more restrictive than those hereafter described. All specimen trees will be saved whenever reasonably possible.

A. Residential:

1. Minimum lot sizes:
 - a. Detached Units: 5,000 square feet
 - b. ~~Duplexes: 9,000 square feet~~
2. Minimum Unit size:
 - a. Detached Houses: 1,000 square feet
 - b. ~~Duplexes, 700 square feet.~~
3. Setbacks:
 - a. Detached Units: Front 20 feet, Side 5 feet, Rear 20 feet and side street 15 feet.
 - b. ~~Duplexes: Front 25 feet, Side 7.5 feet, Rear 30 feet and side street 15 feet~~

~~Setbacks for accessory structures and swimming pools are the same as Seminole County requirements under R-1A and R-2, Zoning, respectively.~~

Setbacks for swimming pools and screen enclosures shall be as follows:

7' from edge of pool
5' from screen enclosure

Setbacks for accessory structures shall be 7' from rear lot line, 5' from side lot line (interior) or 15' from side lot line (corner lot).

All residential structures shall be constructed utilizing sound attenuation blankets in a manner acceptable to the Seminole County Building Official.

XI. Other Commitments

- G. Subdivision plats establishing residential lots within the limits of the subject property shall include a note in font size twelve (12) point or larger the following:

The properties delineated on this plat are subject to aircraft noise that may be objectionable.

- H. The sale of each and every residential lot within the subject property shall include a deed restriction containing the following language in bold type face:

NOTICE OF AIRPORT NOISE

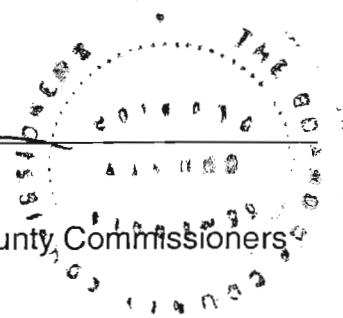
This property is located in proximity to an airport noise zone. Residents will be subject to aircraft noise that may be objectionable.

Done and Ordered this 27th day of April, 2004.

By: _____

Daryl G. McLain
Chairman

Seminole County Board of County Commissioners



OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, River Run, Inc., on behalf of itself and its heirs, successors, assigns and 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 the Development Order:

WITNESS:

Robert Zlatkiss
(Sign)

Robert Zlatkiss
(Print Name)

Wendy Fues
(Sign)

Wendy Fues
(Print Name)

OWNER:

River Run, Inc. by:

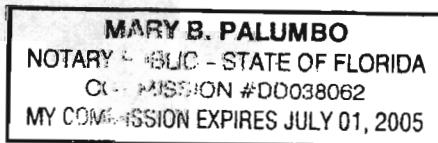
Rolf Bergmann
Rolf Bergmann, President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 6th day of May, 2004 by Rolf Bergmann, as President of River Run, Inc., who is personally known to me or who produced his DL 10 or Driver's License as identification.

Mary B. Palumbo
Signature of Notary Public

AFFIX NOTARY STAMP



Mary B. Palumbo
(Print Notary Name)
My Commission Expires: 07/01/05
Commission No.: DD038062
☐ Personally Known, or
☒ Produced Identification
Type of Identification Produced:

OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, Dr. Randall C. Brown, on behalf of himself and his heirs, successors, assigns and 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 the Development Order:

OWNER:

WITNESS:

Robert Watkins
(Sign)

Robert Watkins
(Print Name)

Mary B. Palumbo
(Sign)

Mary B. Palumbo
(Print Name)

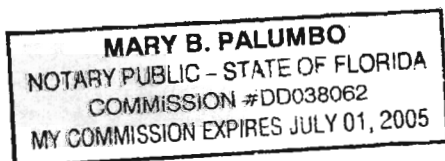
Dr. Randall C. Brown
Dr. Randall C. Brown

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 6th day of May, 2004 by Dr. Randall C. Brown, as Owner, who is personally known to me or who produced his DLID Driver's License as identification.

Mary B. Palumbo
Signature of Notary Public

AFFIX NOTARY STAMP



Mary B. Palumbo
(Print Notary Name)
My Commission Expires: 07/01/05
Commission No.: DD038062
☐ Personally Known, or
☒ Produced Identification
Type of Identification Produced:

OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, Dr. Alan J. Devos, on behalf of himself and his heirs, successors, assigns and 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 the Development Order:

OWNER:

WITNESS:

Robert Zlatkiss
(Sign)

Dr. Alan J. Devos
Dr. Alan J. Devos

Robert Zlatkiss
(Print Name)

Wendy Ives
(Sign)

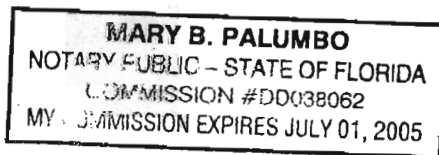
Wendy Ives
(Print Name)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 6th day of May 2004 by Dr. Alan J. Devos, as Owner, who is personally known to me or who produced his DL ID Driver's License as identification.

Mary B. Palumbo
Signature of Notary Public

AFFIX NOTARY STAMP



Mary B. Palumbo
(Print Notary Name)
My Commission Expires: 07/01/05
Commission No.: DD038062
☒ Personally Known, or
☐ Produced Identification
Type of Identification Produced:

**MINUTES FOR THE
SEMINOLE COUNTY LAND PLANNING AGENCY/
PLANNING AND ZONING COMMISSION**

WEDNESDAY, MARCH 5, 2008

Members present: Matthew Brown, Ben Tucker, Melanie Chase, Dudley Bates, Walt Eismann, Kim Day and Rob Wolf.

Also present: Alison Stettner, Planning Manager; Ian Sikonia, Senior Planner; Austin Watkins, Senior Planner; Larry Poliner, Development Review Manager; Kathy Furey – Tran, Assistant County Attorney; and Connie DeVasto, Office Supervisor

River Run PUD Major Amendment; James Roth, applicant; 14.96± acres; Major Amendment to the River Run PUD; located near the northeast corner of the intersection of SR 415 and SR 46. (Z2007-67)

Commissioner Carey - District 5
Austin Watkins, Senior Planner

Austin Watkins stated that staff recommends approval of this request.

Steve Coover, who resides at 230 N. Park Avenue in Sanford, advised that he was here to represent the applicant.

Mr. Coover stated that the access points are where DOT wants them to be.

General discussion of this item was had by the Board.

No one spoke in favor or opposition of this request.

**Commissioner Chase made a motion to approve per staff recommendations.
Commissioner Bates seconded the motion.**

Commissioner Wolf inquired as to “airport noise” and whether this was or will be conveyed to future residents on the DCA. He then added that it should be stated on the deed.

Mr. Watkins stated that the language stated in the DCA should be on the residential plat and individual deed.

Kathy Furey-Tran stated that the deed carries with the land.

General discussion was had regarding airport noise and deed restrictions.

The motion passed 7-0.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Legislative Update

DEPARTMENT: County Manager Office

DIVISION:

AUTHORIZED BY: Cindy Coto

CONTACT: Sabrina O'Bryan

EXT: 7224

MOTION/RECOMMENDATION:

Update on legislative activities.

County-wide

Sabrina O'Bryan

BACKGROUND:

Update on legislative activities.

Additionally Reviewed By: No additional reviews
