SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, MAY 08, 2007
COUNTY SERVICES BUILDING
BCC CHAMBERS - ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA

Convene BCC Meeting at 9:30 AM

Opening Ceremonies

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

Awards and Presentations

1. **Resolution -** Supporting the Elderly in our Community and Proclaiming the Month of May as "Elder Law Month" in Seminole County.

Consent Agenda

- **County Manager's Consent Agenda (Items No. 2 - 22)**

County Manager Office

2. Confirm appointment of Joseph Abel as the Leisure Services Director effective June 4, 2007. (Cindy Coto)

Administrative Services
Purchasing and Contracts

3. Approve and authorize the Chairman to execute Amendment #1 to PS-5191-05/TLR - Consultant Services Agreement for Engineering Design, Permitting, and Post-Design Services for Central Transfer Station Citizen Area with Brown and Caldwell, Maitland ($130,000.00). (Ray Hooper)

Business Innovation Technology Services
Business Development

4. Adopt and authorize the Chairman to execute a resolution that renames Orange Blossom Drive to Morning Dew Loop as recommended by the E9-1-1 Addressing Committee to eliminate duplicate street names, improve the emergency vehicle response time and assist the general public in locating residences and businesses. District 1 - Dallari (Maggie Ketcham)

Community Services
Community Assistance

5. Approve and authorize the Chairman to execute the First Amendment to the Boys & Girls Clubs of Central Florida, Inc. Agreement, to reflect up to a maximum of $150,000 to maintain the agency's funding at last year's level. (Kelly Metcalf)

Environmental Services
Business Office

6. Approve release of the original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of $16,826.39 for the project known as Astor Farms Phase 3. District 5 - Carey (Bob Briggs)

7. Approve release of the original Water and Sewer Cash Maintenance Bond in the amount of $4,272.40 for the project known as Oviedo Crossroads III. District 1 - Dallari (Bob Briggs)

Fiscal Services
Administration - Fiscal Services

8. Approve to resubmit a grant application to the Florida Arts Council for the Cultural Facilities Grant Program for Fiscal Year 2008/2009; approve and authorize the Chairman to execute the implementing resolution; and authorize the County Manager to execute supporting documents. (Jennifer Bero)

9. Approve to terminate the FY 05/06 Florida Recreation Development Assistance Program (FRDAP) grant agreement with the Florida Department of Environmental Protection for the development of Jetta Point Park; approve to resubmit an application for the FY 08/09 FRDAP grant cycle for the same; and authorize the County Manager to execute supporting documents. (Jennifer Bero)

Budget

10. Approve and authorize the Chairman to execute a Budget Amendment Resolution from the 17-92 Redevelopment Fund in the amount of $92,000 ($42,000 for professional services related to the establishment of a Community Redevelopment Area (CRA) Wayfinding and Public Signage Program and $50,000 for a joint project with the City of Sanford to establish a Transportation Concurrency Exemption Area along U.S. 17-92) - Economic Development. (Lin Polk)

11. Approve and authorize the Chairman to execute a Budget Amendment Resolution from the 2001 Infrastructure Sales Tax & Public Works Grants Funds in the amount of $2,800,000 for changes in revenues, scheduling, and accounting adjustment related to the State Road 46 Gateway Sidewalk project. (Lin Polk)

12. Approve and authorize the Chairman to execute a Budget Amendment Resolution from Water and Sewer Bonds, Series 2006 in the amount of $1,339,539 for the Elder Road/Orange Boulevard water main project. (Lin Polk)

13. Approve and authorize the Chairman to execute a Budget Change Request in the amount of $54,309, from Water and Sewer Bonds, Series 2006 for additional

appropriation for the Long Pond Road Water Main Project. (Lin Polk)

14. Approve and authorize the Chairman to execute a Budget Change Request from the Water and Sewer Bonds, Series 2006 in the amount of $1,433,802 for additional appropriation for the Markham Road Utilities Project due to an 5,000 foot extension of the main and for directional drilling. (Lin Polk)

Leisure Services
Natural Lands

15. Approve the naming of the boardwalk at Black Hammock Wilderness Area as "Jim Logue's Way". District 2 - McLean (Jim Duby)

Library Services
Administration - LibraryServices

16. Approve and authorize the Chairman to execute Service Agreements with Tim Scarbrough Lyndel & Co., Mash Potato Players, Banks Helfrich, Story Maker, Darren Lievman Didgeridoo, and Steve Knight Nifty Puppets for a total amount of $11,335 to provide children's programs at the branch libraries as part of the Summer Reading Program. (Jane Peterson)

Planning and Development
Development Review

17. Approve and authorize the release of the Dog Track Road (530) Right of Way Maintenance Bond #SSB381216 in the amount of $9,346.96, for road improvements. District 4 - Henley (Kelly Brock)

Planning

18. Approve the Satisfaction of Lien in the amount of $18,200.00 for Case No. 06-16-CEB, which represents the previous owners Keith and Deborah J. Londons' portion of the lien on 375 Saddleworth Place, Lake Mary, Tax Parcel # 11-20-29-5HA-0000-0170, and authorize the Chairman to execute a Satisfaction of Lien as to the London's lien responsibility. District 5 - Carey (Tina Williamson)

Public Works
Engineering

19. Approve and authorize the Chairman to execute an Interlocal Agreement between Seminole County and the City of Altamonte Springs for relocation of the City's utilities in conjunction with construction of a pedestrian underpass at the Seminole Wekiva Trail and State Road 434. District 3 - Van Der Weide (Jerry McCollum)

20. Approve and authorize the Chairman to execute a Purchase Agreement between Lakeside Baptist Church of Orlando, Inc. and Seminole County for property necessary for the Bear Lake Road Improvement Project. District 3 - Van Der Weide (Jerry McCollum)

21. Adopt a resolution and authorize the Chairman to execute Supplement Number 3 to a Supplemental Local Agency Program (LAP) Agreement with the Florida Department of Transportation for design of the State Road 46 Gateway Sidewalk Project (from Rinehart Road to Airport Boulevard). (FDOT - FPN No. 417484-1-38-01) District 5 - Carey (Jerry McCollum)

Traffic Engineering

22. Approve and authorize the Chairman to execute the Traffic Enforcement Agreement between Seminole County, the Seminole County Sheriff's Office, and Kenmure Homeowner's Association, Inc. District 1 - Dallari (Melonie Barrington)

- **County Attorney's Consent Agenda (Items No. 23 - 23)**

County Attorney's Office

23. **Gorman Property** - Approve and execute purchase agreement relating to Parcel Numbers 140/740 of the County Road 15 (Monroe Road) improvement project, located at 811 Monroe Road, Sanford, Florida, for $25,000.00, with no fees or expenses incurred by the property owner. District 5 - Carey

- **Constitutional Officers Consent Agenda (Items No. 24 - 26)**

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

24. Expenditure Approval Lists dated April 9 & 16, 2007; BCC Official Minutes dated April 10, 2007; and Clerk's "Received and Filed" - for information only.

Sheriff's Office(Don Eslinger, Sheriff)

25. **BAR #07- 60** - Approve and authorize the Chairman to execute a Budget Amendment Resolution in the amount of $55,722 from the General Fund to continue to provide Juvenile Assessment Center services. (Penny Fleming)

26. **BAR #07- 61** - Approve and authorize the Chairman to execute a Budget Amendment Resolution in the amount of $162,405 from the General Fund to continue to provide Intensive Probation Supervision, Conditional Release, Alternative Sanctions, and the SWEAT Program at its Juvenile Enforcement Center. (Penny Fleming)

Regular Agenda

27. **Longwood Hills Final Master Plan** - Approve the Final Master Plan and authorize the Chairman to execute the Developer's Commitment Agreement for the Longwood Hills PUD, consisting of 3.8 ± acres and located on the north side of Longwood Hills Road and west of CR 427 (Mike Towers, applicant) District 4 - Henley (Ian Sikonia)

28. **Lake Mary High School Swimming Pool** - Approve and authorize the Chairman to execute the attached School Facility Joint Funding and Use Interlocal Agreement. District 2 - McLean (Don Fisher)

County Manager's Briefing

29. **Emergency Water Conservation Ordinance** - Staff is seeking direction from the Board regarding amending Part 5, Chapter 270 of the Seminole County Code entitled "Emergency Water Conservation Ordinance," and staff is requesting the Board authorize staff to advertise and schedule a public hearing to amend Part 5, Chapter 270 and creates Sec. 270.259 and 270.60 of the Seminole County Code entitled "Emergency Water Conservation Ordinance" and authorize staff to initiate steps to rescind the Emergency Water Shortage Resolution 2001-R-13. (Debbie Meinert)

30. **Workforce Housing Task Force** - Staff is seeking direction from the Board regarding implementation of action plans and/or further research on the workforce housing tools presented, resulting from efforts of the Workforce Housing Task Force. (Tom Tomerlin)

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

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

Public Hearings

31. **Appeal** - The Board of Adjustment decision to deny a rear yard setback variance fromm 30 feet to 18 feet for a proposed room addition in R-1AA (Single Family Dwelling District) located at 3241 Night Breeze Lane (Rene Hosein, applicant).

    District 5 - Carey (Denny Gibbs)

32. **Vacate and Abandonment** - Adopt a Resolution to vacate and abandon the unimproved public right-of-way known as Symes Drive located on the south side of Lake Boulevard, south of CR 46A, and approximately 1/2 mile west of SR 417 (Jeffery Dickey, Sonja Greenlee, Monty and Nancy White, applicants).

    District 5 - Carey (Cynthia Sweet)

33. **Mid-Year Budget Amendment** - Approve and authorize the Chairman to execute the FY 2006/07 Mid-Year Budget Amendment Resolution. (Lisa Spriggs)

Legislative Update

34. Staff is providing an update to the Board on legislative activities. (April Boswell)

- **Chairman's Report**

- **District Commissioner's Report - 5, 1, 2, 3 and 4**
- **Committee Report**
- **County Manager's Report**
- **County Attorney's Report**
- **Items For Future Agenda - Commission, Staff or Citizens**

Adjourn BCC Meeting

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

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

Resolution No. 07-R-_____

R E S O L U T I O N

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 8th DAY OF MAY, 2007, A.D.

WHEREAS, the month of May has traditionally been proclaimed as "Older Americans Month"; and

WHEREAS, older Americans have legal needs that require special attention and knowledge; and

WHEREAS, The National Academy of Elder Law Attorneys (NAELA), a professional association of attorneys concerned with improving the availability and delivery of legal services to older Americans, has declared May 2007 as "National Elder Law Month"; and

WHEREAS, NAELA was formed in 1988 to enhance the quality of legal services available to older persons in the United States; with more than 4,500 attorneys as members, that have experience and training in working with older and disabled individuals' legal problems; and

WHEREAS, Elder Law attorneys throughout the country will commemorate "National Elder Law Month" by providing public seminars, living will days, elder law clinics, and other activities that will educate the public; and

WHEREAS, Seminole County Board of County Commissioners also supports the elderly in its community, and is proclaiming the month of May as "Elder Law Month" in Seminole County.

NOW, THEREFORE BE IT PROCLAIMED, that we, the Board of County Commissioners of Seminole County, Florida, do hereby observe the month of May, 2007 as "Elder Law Month".

ADOPTED, this 8th day of May, 2007, A.D.

ATTEST:

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

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Confirm Appointment of Leisure Services Director

DEPARTMENT: County Manager Office **DIVISION:**

AUTHORIZED BY: Cindy Coto **CONTACT:** Don Fisher **EXT:** 7212

MOTION/RECOMMENDATION:
Confirm appointment of Joseph Abel as the Leisure Services Director effective June 4, 2007.

County-wide

Cindy Coto

BACKGROUND:

In accordance with Section 2.3B(1) of the Seminole County Charter, this is to request the Board of County Commissioners confirm the appointment of Joseph Abel as the Leisure Services Director at an annual salary of $98,300.

Mr. Abel's resume is attached for the Board's review.

STAFF RECOMMENDATION:
Staff recommends that the Board confirm appointment of Joseph Abel as the Leisure Services Director effective June 4, 2007.

ATTACHMENTS:

1. Joe Abel Resume

Additionally Reviewed By:
No additional reviews

JOSEPH R. ABEL, CPRP

OBJECTIVE

To apply professional training and experience to an executive level administrative position with a municipal/county Parks and Recreation Agency.

COMPETENCIES

Administration

* *Purchase and manage the use of all aspects of athletic, golf, aquatic and general recreational equipment and facilities.*
* *Generate and initiate contracts/agreements utilized for facilities and instructors.*
* *Promote public relations with both private and public sector.*
* *Manage office procedures; recording, reporting, filing, computer operations.*
* *Responsible for the implementation of park and facility acquisition, design, creation, maintenance, and renovations.*
* *Liaison for City Boards, Committees, and Organizations.*
* *Coordinate program and facility needs assessments through master-planning processes, survey and focus group analysis.*
* *Seek, obtain and administer Federal, State and local grants and bonds. Obtained and managed over $7,000,000 in grant/bond funding.*
* *Served as Interim Assistant City Manager for an eight month period to assist during replacement process.*

Budget

* *Responsible for the preparation and management of budgets over $12 Million.*

Human Resources *all* ***Management***

* *Conduct interviewing, training and evaluation procedures for employees supervised.*
* *Conduct and oversee hiring procedures for employees full and part time.*
* *Supervision of full and part time staff of over 170 employees, both Union and Non-Union.*
* *Served as member of QWL (Quality of Work Life/Labor) Committee as department representative.*
* *Coordinate volunteers and instructors for all phases of programming.*

Programming

* *Promote, Schedule, Organize, and Implement all new and existing youth and adult athletic, aquatic and general recreational activities.*
* *Plan and implement summer recreation program.*
* *Coach training and certification through NYSCA Program.*
* *Manage, assist in, and coordinate citywide special events, runs, parks and street festivals, and corporate games for communities of 10,000 to 70,000.*

PROFESSIONAL EMPLOYMENT

City of Coral Gables, Florida

Parks and Recreation Director	*02/98 - Present*
Interim Assistant City Manager	*03/02 – 10/02*

Village of Miami Shores, Florida

Assistant Director of Operations for Recreation	*09/95 - 02/98*

City of Wilton Manors, Florida

Athletic Supervisor	*09/89 - 09/95*

City of Charleston, West Virginia

Recreation Coordinator	*02/88 - 09/89*
Assistant Center Manager	*07/87 - 02/88*
Athletic Director	*12/86 - 07/87*

PROFESSIONAL ACHIEVEMENTS

Gained National Agency Accreditation for City of Coral Gables Parks and Recreation – 2001

Certified Parks and Recreation Professional

Member of the National Recreation and Park Association
Member of the Board of Trustees – 2003 – 2009 term
– Elected to NRPA Executive Committee - 2006
Chair of Board of Trustees Development Committee
Member of Board of Trustees Finance Committee and Annual Fund Committee
Chair of Council of Affiliate Presidents - 2002 - 2003
Member of Council of Affiliate Presidents - 1999 - 2003
NRPA Southern Region Representative - 2000 – 2006
Member of NRPA Affiliate Task Force – 2002-2003
Co-Chairperson - Hospitality Committee for 1998 National Convention

Member of the Florida Recreation and Park Association 1989 – Present
Chair of NRPA State Representatives Committee – 2004 - 2005
Immediate Past President of Association - 2001 - 2003
President of Association - 2000 - 2001
Chaired Task Force to examine Restructuring of State Association Board - 1999 - 2000
President Elect of Association - 1999 - 2000
State Conference Social Chairperson - 1999
District VII Director - 1997- 1999
Served on State Conference Site Selection Committee - 1998
Liaison to Dade County Safe Neighborhood Bond Oversight Committee for FRPA District
State Conference Silent Auction Chairperson - 1996
District VII Membership Chairperson
Jack Woody Memorial Outstanding Service Award 1995-96
Mini-Conference Exhibitor Chairperson - 1996
Broward Sports Festival Steering Committee - Media Coordinator

Broward Sports Festival Event Director

Member of the Florida Recreation and Parks Association Foundation Board of Trustees

PROFESSIONAL ACHIEVEMENTS (con't.)

West Virginia Recreation and Park Association 1986 - 1989
State C0-Chairperson - Fund Raising Committee
State C.E.U. Chairperson
State C0-Chairperson - Hershey Track and Field Program

NYSCA Certified Instructor and Chapter Director

Served on 60 person nationwide panel for the National Alliance for Youth Sports National Summit on Raising Community Standard in Children's Sports in Chicago - 2001.

Gained worldwide recognition for Miami Shores Village in Ripley's Believe It or Not Publication.

COMMUNITY INVOLVEMENT

Wilton Manors Kiwanis Club - Youth Services Chairman
Miami Shores Optimist Club
Serve as United Way Leadership Campaign Coordinator for City of Coral Gables – 2003 - 2005

EDUCATION

Bachelor of Science
Physical Education/Sport Management
West Virginia University - 1985

Certificate of Graduation
School of Sport Management
North Carolina St. Univ. - 1992

Business Institute for Parks & Leisure Services
North Carolina St. Univ. / NRPA - 1996

REFERENCES

Eleanor Warmack, Executive Director
Florida Recreation & Park Association
411 Office Plaza Drive
Tallahassee, FL 32301

Fran P. Mainella, CPRP
Former Director, National Park Service
1849 C Street, NW – Room 3112
Washington, DC 20240

Karen Palus, Director
Tampa Parks & Recreation Department
1420 N. Tampa
Tampa, FL 33880

***Comment**: My enjoyment in working with the public and my varied interest in parks and recreational activities keep me fresh and excited about pursuing more challenging recreation management positions.*

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Professional Services- PS-5191-05/TLR

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

AUTHORIZED BY: Steve Howard **CONTACT:** Lisa Riner **EXT:** 7113

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute Amendment #1 to PS-5191-05/TLR - Consultant Services Agreement for Engineering Design, Permitting, and Post-Design Services for Central Transfer Station Citizen Area with Brown and Caldwell, Maitland ($130,000.00).

County-wide

Ray Hooper

BACKGROUND:

PS-5191-05/TLR provides for all required and necessary professional services for the complete construction of the Seminole County Central Transfer Citizen Area, including, but not limited to preparation of a public involvement plan, preliminary engineering analysis, final engineering, permitting and construction plans, signing and pavement marking plans, lighting plans, technical specifications, special provisions and any jurisdictional agency permits.

The original cost proposal and original schedule for project completion were based on the assumption that Brown and Caldwell would complete engineering for the conceptual design prepared by another consultant, SCS Engineers. An RFP for engineering was solicited in open competition because complete, detailed engineering required a high level of effort and purchasing policy required competitive procurement for the anticipated level of work. During initial design meetings, concerns about the original concept were identified by the Engineer and the County. It was realized that the original concept needed to be improved to provide a more useable and customer oriented facility.

Concerns about the original design included:

- The canopy design concept would have put vertical support members in the path of customers driving into the unloading area, presenting a driving hazard and a maintenance concern.
- The canopy design concept offered no visual or noise screening of operations to the adjacent mobile home community.
- The elevated wall concept did not provide a means to direct waste into the trailers positioned below the wall.
- The elevated wall concept was problematic for positioning tractor-trailers for loading.
- The design lay-out did not allow flexibility in operations.

Additional concerns beyond the initial assumptions for landscaping, paving, drainage and permitting came to light during the detailed design and development review process.

The requested amendment will allow completion of the design for the improved concept that has been developed for the Central Transfer Station Citizen Area. The value of the contract change is commensurate with the increased level of effort needed to finalize the improved design. The improved design elements will include:

- A clear-span roof structure that will provide some screening to the adjacent property owners and US 17-92.
- An elevated wall that will allow satisfactory waste unloading and adequate tractor-trailer parking.
- A floor structure that will permit more flexible operations.

The design improvements will assure that the facility will be safer and more convenient for customers to use and that long-term maintenance costs will be less than with the original concept. The contract change also clearly defines the permitting and post-design services to be provided by the Engineer.

The budget for this project was increased to approximately $2.9 million during the 2006/07 budget process, and the project's current anticipated costs are in line with this budget request. This contract amendment will specifically account for the expanded footprint, changing County needs, and modifications to the Scope of Services which have resulted in the cost increase.

The Scope of Services will be amended as follows:

- Task 4.2 - Preparation of an application to the Florida Department of Environmental Protection for modification of the CTS operating permit to include the Citizen Area, which is listed in the current contract as supplemental service requiring negotiation between Brown and Caldwell and Seminole County (see attached backup from Brown and Caldwell).
- Task 7 - Include services during bidding and more clearly identify Brown and Caldwell's role during construction (see attached backup from Brown and Caldwell).

The following is the summary cost of the contract:

Original Contract Sum	$150,000.00
Amendment #1	$130,000.00
Revised Contract Sum	$280,000.00

Funds are available in account number 40201.169100, CIP# 1378.01.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Amendment #1 to PS-5191-05/TLR - Consultant Services Agreement for Engineering Design, Permitting, and Post-Design Services for Central Transfer Station Citizen Area with Brown and Caldwell, Maitland ($130,000.00).

ATTACHMENTS:

1. Amendment #1
2. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT FOR ENGINEERING DESIGN, PERMITTING, AND POST-DESIGN SERVICES FOR CENTRAL TRANSFER STATION CITIZEN AREA (PS-5191-05/TLR)

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on November 7, 2005, between **BROWN AND CALDWELL**, whose address is 850 Trafalgar Court, Suite 300, Maitland, Florida 32751, hereinafter referred to as "CONSULTANT," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONSULTANT and COUNTY entered into the above-referenced Agreement on November 7, 2005, for engineering design, permitting, and post-design services for the Central Transfer Station Citizen Area in Seminole County; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 19 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 3 of the Agreement is amended to read:

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS ($280,000.00).

CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated fee stated above. CONSULTANT shall be compensated at the rates shown on Exhibit "B," attached.

(b) Payments shall be made to CONSULTANT when requested as work progresses for service furnished, but nor more than once monthly. CONSULTANT may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONSULTANT's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

(Signature Page Follows on Page 3)

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

BROWN AND CALDWELL

By:_____
STUART OPPENHEIM
Vice-President

Date:_____

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
CARLTON HENLEY, Chairman

Date:_____

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

Attachment:
Exhibit "B"

AEC:jjr; 04/04/2007
P:\Users\jroyal\Purchasing 2007\Agreements\PS-5191-05-TLR-1st Amd.doc

850 Trafalgar Court
Suite 300
Maitland, Florida 32751

Tel: (407) 661-9500
Fax: (407) 661-9599

www.brownandcaldwell.com

March 6, 2007

BROWN AND CALDWELL

Mr. David Gregory, Manager
Solid Waste Management Division
Seminole County Dept. of Environmental Services
500 W. Lake Mary Boulevard
Sanford, FL 32773-7499

129402.001

Subject: Central Transfer Station Citizen Area Project
PS-5191-05/TLR

Dear Mr. Gregory:

As you know, the Central Transfer Station Citizen Area Project (Project) has changed significantly since Brown and Caldwell (BC) and Seminole County (County) entered into an agreement in 2005 for BC to complete the permitting and design work that had been started several years earlier by another consultant. At the time the agreement was executed, the concept for the Project was to construct an elevated area on the north side of the Central Transfer Station (CTS) where residents and small commercial vehicles could unload solid waste directly into transfer trailers that would be parked on a lower level. The unloading area was to be covered with a free standing, canopy-style metal roof which would not be attached to the existing CTS structure. The estimated cost of the Project at that time was about $650,000.

Since that time, the magnitude of the Project, as well as the estimated construction cost, has increased substantially. The footprint of the project has been expanded, the site planning and structural aspects of the Project have become more complicated and the estimated construction cost has risen to approximately $2.5 million. The magnitude of the Project has increased for a number of reasons:

1. The needs of the County changed subsequent to the original concept for the Project being developed in 2001 and 2002. The storms of 2004 and 2005 illustrated the need for additional capacity to accommodate storm-related debris in an emergency. The original plan for the project did not contemplate use of the Citizen Area for debris load-out operations during an emergency. The current Project design will allow County staff to utilize the Citizen Area for full-scale load-out operations using front-end loaders, if necessary. This capability effectively doubles waste storage capacity at the CTS during emergencies.

MAR 12 2007
SOLID WASTE DIVISION

2. Since the conceptual design of the Project was originally developed, the superstructure above the Citizens Area has undergone significant revision. The original "canopy" to cover the edge of the loading area and part of the transfer trailers below has been transformed into a full roof structure over the entire upper platform and both lower trailer lanes. The design also was transformed from using columns in the load-out area to a clear span building with no obstructions to facilitate full-scale load-out operations during emergencies. It is also important to note that the Florida Building Code (FBC) has been significantly revised over the 5 years since the County's previous consultant prepared the conceptual design. The most important revisions related to this Project were changes to the wind load criteria for structural design. Accordingly, a new structural design has been proposed to meet all current FBC requirements and to accommodate the expanded operational needs of the County.

3. Because the footprint of the Project has increased, the site planning aspects of the project have also become more complex. For example, the existing stormwater retention basin is no longer able to accommodate the increased runoff from the Project, as originally envisioned, and a second retention basin will be required. The visibility of the new structure from Highway 17-92 to the west and from the mobile home park to the north has also become an issue, requiring more extensive screening than originally planned. Additionally, providing sufficient space for emergency vehicles to access the new facility has proven to be more costly because of the additional paved access road required.

As the magnitude of the Project has increased, so too has BC's scope of work and cost for planning, permitting, and design services. Our 2005 agreement with the County did not reference any particular type or size of structures or other facilities associated with the Project. However, the Request for Proposals, on which consultant selection was based, clearly identified the original concept for the Project as the basis for preparation of proposals. Furthermore, BC's original cost proposal and original schedule for Project completion were based on moving forward with the previous consultant's conceptual design and completing the Project as proposed at that time. It was not until we began discussions with County staff and began looking into the structural aspects of the design itself that the need for major modifications became evident. While the concept of an elevated Citizen Area on the north side of the CTS remains similar, the current design of the facility is significantly changed from what was envisioned when design began in November 2005.

In addition to changes in the Project itself, several modifications to the Scope of Services in our agreement (Exhibit A) are necessary. The first involves preparation of an application to the Florida Department of Environmental Protection (FDEP) for modification of the CTS operating permit to include the Citizen Area. Task 4.2 specifically provides that preparation of the FDEP permit application is a supplemental service, compensation for which is to be negotiated between BC and the County. Also, Task 7 needs to be amended to include services during bidding and to more clearly identify BC's role during construction. It is our understanding

that BC will assist the County with office engineering services during construction and make periodic site visits to monitor construction work in progress, but that the County will either self-perform resident services or contract resident services during construction to another firm. Proposed revisions to the language in Tasks 4.2 and 7.0 in Exhibit A of our existing agreement are attached to this letter for consideration by the County.

After receiving the latest round of review comments from the County's Design Review Committee, we have a much better idea of what will be required for the current design to be approved by local governmental agencies. Accordingly, we have estimated the additional cost for BC to complete the planning, permitting, design and post-design services for the expanded Project, taking into account the proposed changes to Tasks 4.2 and 7.0 of the Scope of Services. The estimated additional cost totals $129,810. To assist you in understanding where the cost increases have occurred, we have included both the original budget spreadsheet as well as the revised budget spreadsheet for the expanded project.

In summary, BC is requesting an amendment to Contract PS-5191-05/TLR, increasing the budget from $150,000 to a not to exceed amount of $279,810. In addition, we are seeking revisions to the language in Tasks 4.2 and 7.0 in Exhibit A of our Agreement to more clearly define BC's Scope of Services. We propose that any additional Project-related services by BC (e.g. field services during construction) be performed under a separate Task Authorization on a time and materials basis with a mutually agreeable not-to-exceed budget limit.

We will be glad to meet with you and other County staff involved in the Project to discuss this proposed contract amendment. In the meantime, if we can answer any questions or clarify any of the attached material, please do not hesitate to call me at (407) 661-9517 or Dan Courcy at (407) 661-9506. We look forward to completing the permitting and design phase of the Project as soon as possible after these contractual issues have been resolved.

Sincerely,
BROWN AND CALDWELL

James A. Nissen, P.E., BCEE
Senior Associate

Attachment

cc: Richard Meinert, Seminole County
Dan Courcy, Brown and Caldwell
Michelle Gaylord, Brown and Caldwell

Proposed Modifications to Expanded Scope of Services (Exhibit A)
Central Transfer Station Citizen's Area Project

Modify Task 4.2. to read as follows:

4.2 Florida Department of Environmental Protection

The CONSULTANT shall prepare an application to modify the existing FDEP operating permit for the Central Transfer Station to include the Citizens' Drop-Off Area. The application for permit modification shall include FDEP Form 62-701.900 (4) and all applicable supporting documentation required by FDEP. CONSULTANT shall respond to one Request for Additional Information (RAI) if made by FDEP during review of the permit application. Compensation for responding to any additional RAIs from FDEP shall be negotiated as supplemental services to this Agreement using unit prices from the current Agreement.

Modify Task 7.0 to read as follows:

7.0 Post-Design Services

Post-design services shall include assistance during bidding of the project and office engineering and periodic site visits during construction of the project.

7.1 Assistance During Bidding: The CONSULTANT shall prepare a Bid Form to be used by the COUNTY in bidding the project. The COUNTY shall be responsible for preparing the bid documents and advertising the project. The CONSULTANT shall prepare for and attend a pre-bid meeting with COUNTY staff at a time and place to be determined by the COUNTY. CONSULTANT shall respond to inquiries by prospective bidders during the advertisement period and shall issue addenda to the bid documents if needed. Following the receipt of bids by the COUNTY, the CONSULTANT shall review the bids and provide comments to COUNTY staff.

7.2 Assistance During Construction: The CONSULTANT will provide to the COUNTY qualified representation during the construction phase concerning the intent and interpretation of the construction plans and specifications. Should changed conditions be encountered in the field, and at the request of the COUNTY, the CONSULTANT shall respond in a timely manner with suitable engineering solutions which take into account the changed conditions. During construction, the COUNTY may request the CONSULTANT to review contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.

7.3 Shop Drawing Review: The CONSULTANT shall review shop drawings and other contractor submittals for conformance with the plans and specifications for the project.

Modifications to Expanded Scope of Services for the Citizen's Area Project (Continued)

7.4 Monthly Site Visits: The CONSULTANT shall make monthly site visits during construction to monitor the progress of work in progress and to provide input to the COUNTY and the contractor. Compensation for any additional site visits or resident engineering services will be negotiated as supplemental services to this Agreement using unit prices from the current Agreement.

7.5 As-Built Drawings: The CONSULTANT shall compile as-built drawing information available from the contractor and the the COUNTY's resident engineer and/or construction manager and prepare a conformed set of as-built drawings for submittal to the COUNTY.

COST ESTIMATE

CENTRAL TRANSFER STATION CITIZEN AREA (ORIGINAL PROJECT)
PERMITTING, DESIGN AND POST-DESIGN SERVICES

BROWN AND CALDWELL - PROJECT COST

TASKS	Executive Engineer	Chief Engineer	Supervising Engineer	Senior Engineer	Engineer III	Engineer II	Engineer I	CAD Operator	Project Coord. II	Admin/ Clerical	Total Hours	Labor Cost	Other Outside Costs	Subcontractor Costs	Total Cost
Grade Level	M	L	J	H	G	F	E	F	D	D					
Billing Rate ($/hr)	195.75	174.00	136.30	116.00	98.60	78.30	63.80	81.20	58.00	58.00					
Task 1 -- ADMINISTRATION		32	16		60				20	20	148	$ 15,984.60	$ 772.40		$ 16,757.20
Task 2 -- DATA COLLECTION		4			20			10			34	$ 3,480.00		$ 21,500.00	$ 24,980.00
Task 3 -- ENGINEERING DESING AND SPECS		16	120	220	80	40		150		40	666	$ 70,180.00			$ 70,180.00
Task 4 -- ENVIRONMENTAL & REGULATORY PERMITS		16		12	30	80				24	162	$ 14,790.00			$ 14,790.00
Task 5 -- GOVERNMENT AGENCY COORDINATION		3		4	16	8					31	$ 3,190.00			$ 3,190.00
Task 6 -- DELIVERABLES/PHASE SUBMITTALS		8	20	4	30	20		20		24	126	$ 12,122.00			$ 12,122.00
Task 7 -- POST DESIGN SERVICES		4	16	40						8		$ 7,980.80			$ 7,980.80
Total Labor Hours	0	83	172	260	236	148	0	180	20	116	1,167				
Total Labor Dollars	$ -	$ 14,442.00	$ 23,443.60	$ 32,480.00	$ 23,269.60	$ 11,588.40	$ -	$ 14,616.00	$ 1,160.00	$ 6,728.00		$ 127,727.60	$ 772.40	$ 21,500.00	$ 150,000.00

COST ESTIMATE

CENTRAL TRANSFER STATION CITIZEN AREA (EXPANDED PROJECT)
PERMITTING, DESIGN AND POST-DESIGN SERVICES

BROWN AND CALDWELL PROJECT COSTS

TASKS	Executive Engineer	Chief Engineer	Managing Engineer	Supervising Engineer	Senior Engineer	Engineer III	Engineer II	Engineer I	CAD Operator	Project Coord. II	Admin/ Clerical	Total Hours	Labor Cost	BC Direct Expenses	Subcontractor Costs	Total Cost
Grade Level	M	L	K	J	H	G	F	E	F	D	D					
Billing Rate ($/hr)	195.75	174.00	153.70	136.30	116.00	98.60	78.30	63.80	81.20	58.00	58.00					
Task 1 – ADMINISTRATION		24		4	80					80	80	268	$ 23,281.20	$ 1,000.00		$ 24,281.20
Task 2 – DATA COLLECTION		8			16						16	40	$ 4,176.00	$ 200.00	$ 27,500.00	$ 31,876.00
Task 3 – ENGINEERING DESIGN AND SPECS		24	120	80	320	120	80		200		80	1024	$ 109,620.00	$ 500.00	$ 7,500.00	$ 117,620.00
Task 4 – ENVIRONMENTAL & REGULATORY PERMITS		24	8	8	100	60	40		48		24	312	$ 32,433.60	$ 200.00		$ 32,633.60
Task 5 – GOVERNMENT AGENCY COORDINATION		16	8	8	64	40			16		16	168	$ 18,699.20	$ 200.00	-	$ 18,899.20
Task 6 – DELIVERABLES/PHASE SUBMITTALS		8	16	8	24	20	20		40		40	176	$ 16,831.60	$ 1,500.00		$ 18,331.60
Task 7 – POST DESIGN SERVICES		16	80		120				24		40	280	$ 33,266.80	$ 400.00	$ 2,500.00	$ 36,166.80
Total Labor Hours	0	120	232	108	724	240	140	0	328	80	296	2,268				
Total Labor Dollars	$ -	$ 20,880.00	$ 35,658.40	$ 14,720.40	$ 83,984.00	$ 23,664.00	$ 10,962.00	$ -	$ 26,633.60	$ 4,640.00	$ 17,168.00		$ 238,310.40	$ 4,000.00	$ 37,500.00	$ 279,810.40

EXHIBIT B

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Charla Cobb
DEPUTY CLERK

CONSULTANT SERVICES AGREEMENT (PS-5191-05/TLR)
ENGINEERING DESIGN, PERMITTING AND POST-DESIGN SERVICES FOR
CENTRAL TRANSFER STATION CITIZEN AREA

THIS AGREEMENT is made and entered into this 7 day of November, 2005, by and between **BROWN AND CALDWELL**, duly authorized to conduct business in the State of Florida, whose address is 850 Trafalgar Court, Suite 300, Maitland, Florida 32751, hereinafter called the "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide engineering design, permitting and post-design services for the Central Transfer Station Citizen Area in Seminole County; and

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

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

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

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

SECTION 2. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall commence upon execution of this Agreement by the

OP 12773

parties and shall be completed upon completion and acceptance of the project construction.

SECTION 3. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00). CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated fee stated above. The CONSULTANT shall be compensated at the rates as shown on Exhibit "B", attached.

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

SECTION 4. BILLING AND PAYMENT.

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

(1) The name and address of the CONSULTANT;

(2) Contract Number;

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

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

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

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Seminole County Solid Waste Department
500 W. Lake Mary Blvd.
Sanford, Florida 32773

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

SECTION 5. AUDIT OF RECORDS.

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

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

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

SECTION 6. RESPONSIBILITY OF CONSULTANT.

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

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

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

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until completion of all review and acceptance work required by the Scope of Services.

SECTION 9. TERMINATION.

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

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

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

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT shall be paid compensation for services performed to the date of termination. CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

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

beyond the control and without the fault or negligence of the CONSULTANT.

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

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 11. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this

provision, COUNTY shall have the right to terminate 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.

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

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

SECTION 14. INDEMNIFICATION OF COUNTY. The CONSULTANT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise.

SECTION 15. INSURANCE.

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

(1) The CONSULTANT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial

General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the 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 the CONSULTANT, the CONSULTANT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

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

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

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

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

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

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the 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 the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONSULTANT shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONSULTANT, the CONSULTANT shall, at the CONSULTANT's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth

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

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

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

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

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all

request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

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

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

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

SECTION 20. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONSULTANT including its officers,

employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

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

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

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

SECTION 24. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, 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:

Solid Waste Department
500 W. Lake Mary Blvd.
Sanford, FL 32773

For CONSULTANT:

Brown and Caldwell
850 Trafalgar Court, Suite 300
Maitland, FL 32751

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

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

SECTION 27. CONFLICT OF INTEREST.

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

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

this Agreement.

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

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

Witness

Witness

BROWN AND CALDWELL

By: ~~HERALD E. SCHMIDT, JR.~~ Stuart Oppenheim
Vice-President

Date: 10-19-05

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
9/8/05 9/9/05 9/13/05
ps-5191

Attachment:
Exhibit "A" - Scope of Services

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:
CARLTON HENLEY, Chairman

Date: Nov 7, 2005

As authorized for execution by
the Board of County Commissioners
at their Sept. 27, 2005,
regular meeting.

Exhibit A
Expanded Scope of Services

1.0 Administration

1.1 Attend Notice to Proceed/Kick off Meeting
The CONSULTANT will prepare for and attend the a Notice to Proceed Meeting or internal Kick off Meeting with County's Project Manager, staff and others as determined by the County. At this meeting, the County and key members of the CONSULTANT's team will discuss the expectation for the project and formally initiate the commencement of development of alternatives, with a purpose of selection of an innovative, cost effective, and user-friendly Citizen Area.

1.2 Project Schedule
The CONSULTANT will prepare and submit a detailed project schedule identifying major tasks, duration, and task relationships. This schedule is to indicate the proposed professional services fee distribution and drawdown (percent complete) based upon the successful execution of the cumulative professional services. This schedule will indicate both projected and actual completion schedules, and will be updated monthly and/or with each invoice.

1.3 Project Invoicing
When invoicing, the CONSULTANT is to submit an invoicing distribution consistent with the seven (7) categories. Direct expenses will be integrated into each category.

Each month's invoice is to indicate the following minimum data:

- Contract amount (original plus any subsequent amendments with date of execution)
- Percent (%) complete for each category (to date)
- An overall project percentage complete (to date)
- An overall invoice amount (to date)
- Amount this invoice
- Less retainage
- The previous invoice amount
- Graphic representation of Time- vs. %-Complete (Overall) – integration of invoicing to project schedule project
- Two (2) Curves on this Graphic: Projected % Complete vs. Actual % Complete
- Professional Services contract number (PS-)
- Project name and limits (from–to) and length

1.4 CONSULTANT/Sub-CONSULTANT Personnel
The CONSULTANT's/sub-CONSULTANT's work is to be performed by the key personnel at the office location identified in the proposal submitted by the

CONSULTANT/sub-CONSULTANT during the selection process. Any changes in the indicated personnel or the CONSULTANT's/sub-CONSULTANT office-in-charge of the work, as identified in the proposal, will be reviewed and approved by the County in writing.

1.5 Work Progress

1.5.1 The CONSULTANT will meet with the County monthly, at a time and date determined at the Notice to Proceed meeting.

1.5.2 The CONSULTANT will provide written progress reports, which describe the work performed on each task and the anticipated work accomplished through the next invoicing period.

1.5.3 Progress reports will be delivered to the County concurrently with the monthly invoice.

1.5.4 Judgment on the sufficiency of services, quality and quantity, accomplished for the billing period will be made by the County by comparing the reported percent complete against the actual work accomplished. The CONSULTANT will coordinate with the County's project manager regarding invoicing prior to beginning any professional services.

1.5.5 The purpose of the monthly meetings is to maintain clear communications between the County and the CONSULTANT's team. The CONSULTANT will prepare minutes from these meetings, and distribute the minutes within ten (10) days following the meeting.

1.6 Professional Endorsement

The CONSULTANT will provide the County with a final copy of all design documents with his/her professional endorsement (signature/seal as appropriate) on every sheet of the record print sets, computations, maps, exhibits, and any other professional work shown on the endorsed sheets produced by the CONSULTANT. The original set of plans shall have the title block placed on each sheet, and the original signature shall be placed on the Key Map.

1.7 Schedules

Within ten (10) days after receiving the Notice to Proceed, the CONSULTANT will provide a detailed schedule with calendar deadlines indicating work phases and key progress events utilizing weekly and/or daily increments and accompanied by an anticipated fee distribution curve. This schedule and anticipated invoicing curve will be prepared in a format prescribed by the County (see Section 1.3 Project Invoicing). The CONSULTANT will coordinate these matters with the County's Project Manager. The CONSULTANT will provide an updated schedule with each monthly invoice.

1.8 County Responsibility

1.8.1 The County shall provide the following:

- Feasibility Study
- Geotechnical Data and Soil Survey of Property
- Stormwater System Analysis
- Geotechnical Data and Soil Survey of Retention Pond
- Environmental Permitting Report
- Aerial, Topography, Site and Boundary Surveys

1.8.2 Notice to Proceed Meeting

The County will conduct a Notice to Proceed meeting with the CONSULTANT and issue a Notice to Proceed letter. CONSULTANT representation should include, at a minimum, the Project Manager, Project Design Engineer, and key sub-CONSULTANTs.

The purposes for this introductory meeting are:

- County will discuss with CONSULTANT expectations for a successful project.
- County will discuss the financial and legal administration of the contract.
- County will render all pertinent information in the County's possession.

1.9 Sub-contractor Services

The variety of the professional services required to successfully design the herein project may require the support of sub-contractors to complete portions of the work. The CONSULTANT may not sub-contract any more than 49% of these services under the provisions of this document. The sub-contracting firms must be approved by the County prior to initiation of their work on this project.

Coordination of the sub-CONSULTANT services is the responsibility of the CONSULTANT. The CONSULTANT shall be fully responsible for the satisfactory performance of all sub-contracted work. All work shall be reviewed by the CONSULTANT prior to delivery to the County.

2.0 Data Collection

Immediately upon receipt of Notice to Proceed, the CONSULTANT will begin gathering all data necessary relative to the engineering and environmental needs of the project. The CONSULTANT is to utilize existing plans, surveys and all other available information gathered, including past reports and studies by the County or other agencies.

2.1 Previous Studies and Information

The CONSULTANT shall collect and review all previous studies and analyses regarding this project conducted by the County.

The CONSULTANT shall analyze all data provided by the County (See Section 1.8.1) to determine appropriate site for the project and to complete all related site work.

The CONSULTANT shall collect all permit-related information on the site that may require environmental resource permits, modifications to existing permits, dredge and fill permits, water quality permits, or stormwater discharge permits. This activity will involve identifying all relative permitting agencies, as well as all existing permits and their documented conditions.

2.2 Project Needs/Site Analysis

The CONSULTANT shall perform a site analysis of the transfer station property to make design considerations for the following:

- wetland boundaries and soil types
- wildlife habitats
- trees and vegetation
- grading, elevation, and general drainage patterns
- existing utilities
- adjacent land use, including buffers (i.e. maintain a buffer between project site and neighboring mobile home park)

3.0 Engineering Design and Specifications

3.1 Evaluate and Analyze Data

The CONSULTANT is to evaluate and analyze all available and appropriate data for the successful engineering design of this project. Specifically, the CONSULTANT will address the following:

3.1.1 Topographic Surveys

The CONSULTANT is to evaluate topographic surveys for consistency with design and construction requirements of the project, as well as adherence to appropriate standards of professional practice. Further, the CONSULTANT is to visit the project area to field review the validity of these surveys.

3.1.2 Soils Survey / Geotechnical Investigations

The CONSULTANT is to evaluate the necessary soil survey and analysis for the project design. This analysis will manifest design recommendations for fill, and other design and construction elements. Further, the soils investigations will include all required soil parameters necessary to design and construct the project, drainage systems, utility installations, etc.

3.1.3 Environmental Issues

The CONSULTANT is to evaluate the environmental reports regarding the project's overall impact to the environment, specifically addressing elements requiring agency permitting. The concern here is to identify at the earliest possible stage the need to address the critical path(s) of design elements related to these issues. The CONSULTANT is to formally review these matters with the COUNTY early in the progress of the engineering design.

If there are no issues, the CONSULTANT will formally advise the COUNTY at one of the early progress meetings.

3.1.4 Utilities
The CONSULTANT is to evaluate the impact and disposition of utility services within the project area. Further, the CONSULTANT is to coordinate design activities with the respective utility companies, including, but not limited to Seminole County Environmental Services and the COUNTY Project Manager.

3.1.5 Structural Evaluation
The CONSULTANT is to evaluate and certify the required structural elements of the project. All structural design is to be professionally endorsed by professional regularly practicing within the field of structural engineering.

3.2 Design Development: 30%, 60%, 100% Phased Submissions

3.2.1 Drainage: Mapping & Design (If Applicable)
The CONSULTANT is to provide for the drainage basin / sub-basin mapping and design sufficient to meet COUNTY, State & Federal standards, as well as State & Federal regulatory agency permit requirements.

a. The project must meet the following minimum requirements:
   1. Seminole County's Land Development Code, including Appendix B;
   2. St. Johns River Water Management District rules and regulations;
   3. Other State and Federal rules and regulations.

b. Before or at the 30% submission, the CONSULTANT is to obtain COUNTY approval for the conceptual layout and design for all stormwater management facilities (SWMF). The CONSULTANT is to submit the following minimum information at this time:
   1. Large-scale mapping of all drainage elements affecting the design of the project, including basin and sub-basin delineations on a scaleable, readable, contoured map;
   2. Definable locations of the SWMF on a scaleable graphic including parcel identification information;
   3. Brief narrative on availability of land, zoning, current use, future use (Comp. Plan), environmental issues, if any, estimated purchase cost and estimated construction costs, and other relevant data to adequately review and evaluate the proposed SWMF location.

3.3 Construction Plan Preparation
The CONSULTANT is to provide all necessary and required construction plans for the successful design and construction of the project. Each contract plans package and its component parts will be prepared in accordance with COUNTY standards, policies, procedures, memorandums and directives. Exceptions to standards may be permitted, but must be pre-approved by the COUNTY prior to submittal of man-hour and technical proposals. Further, if required by the

COUNTY, the graphical representation of these plans may need modification to provide clarity and presentation acceptable to the COUNTY.

Each contract plans package shall be accurate, legible, complete in design, suitable for public bidding purposes and drawn to scales acceptable to the COUNTY. The completed plans shall be furnished in a format acceptable to the COUNTY.

3.3.1 The project must meet the following minimum plans and design documentation packaging requirements:

a. Plan sets:
   1. Cover / Key Sheet (COUNTY will provide electronic file – AutoCAD base)
   2. Summary of Pay Items
   3. Drainage Maps (1"=200' maximum scale, with contours)
   4. Typical Sections
   5. Summary of Quantities
   6. Summary of Drainage Structures
   7. Demolition /Tree Removal and Pruning Plan
   8. Stormwater Management Facilities (Plan views, Sections, etc.)
   9. Drainage Detail Sheets
   10. Erosion Control Sheets (NPDES Sheet)
   11. Soils Survey Data Sheets
   12. Signing and Pavement Marking Plans or Details as Appropriate
   13. Landscaping (native species)

b. Design Documentation Report:
   Technical criteria, strategic decisions, project influences and processes employed in the execution of project design and plans preparation are to be a bound document submitted to the COUNTY. At a minimum, the CONSULTANT is to provide the following documentation:
   1. Design criteria (pavement, traffic, structural, drainage, etc.)
   2. Horizontal geometry
   3. Vertical geometry
   4. Drainage computations
   5. Environmental elements and permitting
   6. Structural analysis / design computations
   7. Quantity computations
   8. Computerized information (provide in a format compatible with County)
   9. Review comments and responses
   10. Agency coordination
   11. Utility coordination
   12. Meetings, telephone conversations, correspondence

   The preference here is for a diary or chronicle of the strategies, decision and events that lead to the preparation of these construction documents.

3.4 Structural Plans Preparation

The CONSULTANT is to provide all necessary and required structural design and plans preparation either as a direct element of the design or incidental to the design. If required by the COUNTY, the graphical representation of these plans may need modification to provide clarity and presentation acceptable to the COUNTY. All structural design is to be professionally endorsed by a professional regularly practicing within the field of structural engineering.

Phase submittals for review will be in accordance with the requirements for construction plans and submitted at 30%, 60% and 100% completion stages.

3.5 Signing and Pavement Marking Plans or Details as Appropriate

The CONSULTANT is responsible for the preparation and design of a complete set of signing and pavement marking plans in compliance with the latest (non-metric) F.D.O.T. Standards, the Manual on Uniform Traffic Control Devices (*M.U.T.C.D.*), for the project. These plans will be included as a component part of the contract plans set and shall include all necessary side street signing and striping necessary for the safe and effective operation of vehicles and pedestrians on or crossing the roadway.

Phase submittals for review will be in accordance with the requirements for construction plans and submitted at 30%, 60% and 100% completion stages.

3.6 Landscaping Plans

The CONSULTANT shall be responsible for the preparation of a complete set of landscaping plans indicating vegetation preservation, pruning requirements, and planting of native species.

Phase submittal for review will be in accordance with the requirements for preliminary construction plans and submitted at 30% 60% and 100% completion stages.

3.7 Environmental Impacts & Solutions

When the project's design requires solutions to environmental impacts, the CONSULTANT will be responsible to address these issues. The COUNTY's first choice is to avoid these impacts, however, where necessary, solutions will be required by the CONSULTANT. The CONSULTANT will provide cost analysis of filling/mitigation, etc.

3.7.1 The CONSULTANT will obtain authorization from the COUNTY prior to initiation of these services. Compensation for professional fees for this work will be negotiated as supplemental services to the existing design services Agreement using man-hour unit prices from the current Agreement.

3.7.2 When authorized by the COUNTY, the CONSULTANT will provide all necessary professional services to achieve the required agency approvals and permits.

3.7.3 All solution strategies will be reviewed with the COUNTY prior to review with regulatory agencies.

3.7.4 The CONSULTANT will also provide legal descriptions and sketches of any mitigation area (if determined necessary by the appropriate jurisdictional agencies).

3.8 Engineer's Estimate of Probable Construction Cost and Quantity Computation
The CONSULTANT is to prepare preliminary estimates of probable construction cost estimates with unit prices and estimates of construction duration.

3.8.1 These estimates will be provided at the 30%, 60% and 100% phase submittals of the construction plans. A "final" estimate will be provided when professionally endorsed plans are delivered to the COUNTY.

3.9 Maintenance of Traffic
The CONSULTANT is responsible for providing a project construction design conducive to safe maintenance of traffic for vehicles and pedestrians.

4.0 Environmental & Regulatory Permitting

4.1 St. Johns River Water Management District (District)
Environmental permitting through the District is a requirement of the District. Any activities involving the District on behalf of this project: pre-application conferences, RAI meetings, field meetings, Board of Governor meetings, etc., are of keen interest to the COUNTY. Consequently, the CONSULTANT is to actively involve the COUNTY's Project Manager in all of these activities.

4.1.1 The CONSULTANT is responsible for early identification of all potential District permitting issues.

4.1.2 The CONSULTANT is to coordinate with the District and any other regulatory agencies having jurisdiction to assure that design efforts are properly directed toward permit requirements.

4.1.3 The CONSULTANT will prepare a complete permit package necessary to construct the project, including site and system design information required by and acceptable to the District and all other regulatory agencies.

4.1.4 The CONSULTANT will professionally endorse the permit package(s) for District permitting and any regulatory agency-exercising jurisdiction with the COUNTY as applicant. The CONSULTANT is responsible for agency coordination, all fees and information, permit package submittals, and subsequent requests for additional information necessary to secure permits from these regulatory agencies.

4.2 Florida Department of Environmental Protection (FDEP)
Should the project require FDEP permit modification, or FDEP notification, the CONSULTANT is responsible to address their issues and pursue appropriate resolutions. Compensation for professional fees for this work will be negotiated as

supplemental services to the existing design services Agreement using man-hour unit prices from the current Agreement.

4.3 NPDES
The CONSULTANT is responsible to apply for appropriate permits, notices, clearances, etc. from the Environmental Protection Agency (or State of Florida if delegated) regarding the construction of this project, if necessary.

4.4 Florida Fish and Wildlife Conservation Commission (FFWCC)
The CONSULTANT is responsible for obtaining appropriate permits, notices, clearances, etc. from the FFWCC regarding the construction of this project, if necessary.

5.0 Government Agency Coordination

Coordination with local governments, utility companies, public agencies and others may be a necessary part of the project, specifically, but not exclusively Seminole County Environmental Services, Seminole County Planning and Development, and Florida Power and Light. Accordingly, the CONSULTANT is responsible to coordinate all design activities with these groups to ensure adequate opportunity on their behalf to address design and construction issues.

5.1 The CONSULTANT is responsible to contact each local government, and other known agencies, having an interest in this project. The CONSULTANT is to coordinate their interest with the design of the project, as necessary, to work towards solutions acceptable to the COUNTY and these groups.

5.2 Contact with these groups is to occur at the notice to proceed, with a set of "final" plans delivered to these groups after the CONSULTANT has professionally endorsed the final plans. Two (2) plan sets are to be delivered to each group for review and comment at each submission stage. One (1) set is to be returned to the COUNTY for review and one (1) set is for action by the CONSULTANT. If only one (1) set is returned, the CONSULTANT will send the COUNTY a copy of any comments.

6.0 Deliverables / Phase Submission Documents

The CONSULTANT will collect and analyze all available and collected data for this project. The analysis should include environmental impacts and mitigation elements, necessary drainage improvements, safety concerns, utility locations, etc. that led to the recommended project plan.

The Final Design Plans and support documents will be submitted to the COUNTY for review and approval at specific junctures or completion stages. The Project Manager is to receive phased plan submissions with the indicated number of plan sets and type of materials. Each plan set submitted will have the percentage complete for that submittal clearly indicated on the first sheet of each set of plans.

6.1 30% Design Documents Submission [Three (3) weeks ± for COUNTY Review time]

- Ten (10) sets of prints showing all geometry, existing utilities, profile grade, typical sections.
- Ten (10) aerial based drainage maps appropriate wetlands delineation, groundwater information and surface drainage information.

6.2 60% Design Documents Submission [Three (3) weeks ± for COUNTY Review time]

- Ten (10) sets of prints of Construction Plans
- Preliminary estimate of probable cost.
- Final Drainage Design and documentation (with maps, comps, etc.)

6.3 100% Design Documents Submission [Three (3) weeks± for COUNTY Review time]

- Ten (10) sets of prints Construction Plans.
- Two (2) final cost estimates.
- Two (2) sets of bid forms.
  (Provide forms on compact disk, Microsoft Office / Microsoft Word v 6.0 compatible).
- Two (2) Design Documentation Reports.
- Contract Documents and Specifications.

Notes:

1. All plan submittals, including drainage maps, shall be on half-size prints.
2. Signed and sealed prints for final submittal will be half-size, bond quality.
3. When aerial photography is used as a base, the half-size prints will be halftone, clear, Photo-Mechanical Transfers (PMT's) or equivalent quality.
4. 100% Design submittal may require multiple submittals to satisfactorily address COUNTY review comments and will not be considered a final submittal until all COUNTY concerns are adequately addressed.

6.4 General Phase Submission Comments

6.4.1 Phase submittals of construction plans shall not be considered complete if applicable individual component parts, such as signals, signing and pavement markings, utility adjustments, lighting, maintenance of traffic, etc., are not included with the submittal.

6.4.2 Prior to any phase submittal, the CONSULTANT will meet with the COUNTY project manager to review the CONSULTANT's QA/QC documentation and check sets prior to final printing. Contract time will not be suspended if the submittal is found to be incomplete in content or adherence to QA/QC procedures.

6.4.3 If the COUNTY determines that the phase submittal is incomplete, the CONSULTANT is to pick-up the submittal, make it complete and resubmit. The COUNTY may require additional data if determined by individual project requirements.

6.4.4 Phase submittals of Construction Plans or Drainage Computations will not be considered representative of the percent complete indicated until they have been reviewed and accepted by the COUNTY.

6.4.5 In addition to the required phase submittals, upon request, the CONSULTANT will furnish copies of miscellaneous plan sheets and plan sets (10 anticipated) for the COUNTY and other agencies to review throughout the design process.

7.0 Post Design Services

These services are intended to address changed conditions that occur following acceptance of final plans. The CONSULTANT will provide to the COUNTY additional services as required to satisfactorily complete construction. These services are intended to deal with changed conditions or services not covered and are not intended for instances of CONSULTANT error and/or omissions.

The CONSULTANT is responsible to provide the following required professional services as requested:

7.1 Plans Update and Maintenance: The CONSULTANT will perform engineering analyses and/or make revisions to original reproducibles or special provisions, as requested by the COUNTY, to reflect additions, deletions and/or modifications prior to and subsequent to construction advertising. Whenever original reproducibles are changed, the CONSULTANT will submit to the COUNTY one (1) set of signed and sealed prints of the revised sheets with the revised reproducibles.

7.2 Construction Assistance: The CONSULTANT will provide to the COUNTY qualified representation during the construction phase concerning the intent and interpretation of the construction plans and documents. Should changed conditions be encountered in the field and when requested by the COUNTY, the CONSULTANT will respond in a timely manner with suitable engineering solutions which take into account the changed conditions.

On site appearance of CONSULTANT will be made during construction at the request of the COUNTY.

During construction, the COUNTY may request the CONSULTANT to review contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.

7.3 Permit Updates: The CONSULTANT will provide valid permits extending through construction. The CONSULTANT will apply for and provide the necessary information to modify, extend or renew required permits, prior to or subsequent to construction advertising.

7.4 Review Structural Shop Drawings: The CONSULTANT will review structural shop drawings during construction as needed.

7.5 Survey Update: The CONSULTANT will provide additional field survey updates prior to and during the construction contract.

EXHIBIT B

SEMINOLE COUNTY CONTRACT NO. PS-5191-05/LTR

ENGINEERING DESIGN, PERMITTING AND POST-DESIGN SERVICES FOR CENTRAL TRANSFER STATION CITIZEN AREA

SCHEDULE OF FY 2005/2006 LABOR BILLING RATES BROWN AND CALDWELL

Labor Classification	Salary	Overhead %	Profit	Billing Rate
Executive Engineer	$67.50	162.0	11.0	$195.75
Chief Engineer/Scientist	$60.00	162.0	11.0	$174.00
Managing Engineer/Scientist	$53.00	162.0	11.0	$153.70
Supervising Engineer/Scientist	$47.00	162.0	11.0	$136.30
Senior Engineer/Scientist	$40.00	162.0	11.0	$116.00
Engineer III/Scientist III	$34.00	162.0	11.0	$98.60
Engineer II/Scientist II	$27.00	162.0	11.0	$78.30
Engineer I/Scientist I	$22.00	162.0	11.0	$63.80
Senior Construction Manager	$42.00	162.0	11.0	$121.80
Construction Manager	$32.00	162.0	11.0	$92.80
Technician/CAD Operator	$28.00	162.0	11.0	$81.20
Administrative/Clerical	$20.00	162.0	11.0	$58.00

Note: Hourly billing rates are subject to revision annually

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Street Name Change: Orange Blossom Drive to Morning Dew Loop

DEPARTMENT: Business Innovation Technology Services **DIVISION:** Business Development

AUTHORIZED BY: Colleen Rotella **CONTACT:** Maggie Ketcham **EXT:** 7391

MOTION/RECOMMENDATION:
Adopt and authorize the Chairman to execute a resolution that renames Orange Blossom Drive to Morning Dew Loop as recommended by the E9-1-1 Addressing Committee to eliminate duplicate street names, improve the emergency vehicle response time and assist the general public in locating residences and businesses.

District 1 Bob Dallari

Maggie Ketcham

BACKGROUND:

Until recently, Orange Blossom Drive was an undeveloped right of way, the paper street is located off Wrights Road in the recorded plat of Whealey Acres, Plat Book 10 Page 99, abutting Lots 1 and 11 - 22; Aloma Business Center, Plat Book 59 Pages 3 and 4, Lot 1; and Tax Parcels 2, 7 and 18, located in Section 31 Township 21 Range 31. Historically, no one was addressed to this street. However, recently an approval was granted to divide a lot and construct a single family residence. At the time of building permit review the duplication of the street name Orange Blossom was noted. To eliminate a duplicate street name, improve emergency vehicle response time and assist the general public in locating residences and businesses, the E9-1-1 Addressing Committee recommended renaming Orange Blossom Drive.

The street name change item (Orange Blossom Drive to Whealey Acres Loop) was pulled from the agenda dated 2/27/07 due to two property owners' objection to the new street name. To ensure unanimous agreement, it was determined to pull the agenda item and start the process from the beginning. The property owners were asked to participate again in the street renaming.

There are 10 parcel/lots abutting Orange Blossom Drive, at the present time only 1 lot will be affected by the street name change, the remaining lots/parcels are vacant property. The 10 property owners abutting Orange Blossom Drive were notified by mail of the County's intent to change the name of the street and were requested to participate in the renaming process, a prepaid post card was enclosed with the letter for the property owners to submit street name suggestions. Of the street names submitted the name Morning Dew Loop was approved for use, it was not a duplicate name. To date, of the10 notices sent, staff has not received any response against the renaming to Morning Dew Loop.

Upon approval of the street name change the 1 affected property owner will be notified via

certified mail of the change of address.

STAFF RECOMMENDATION:
Staff recommends the renaming of Orange Blossom Drive to Morning Dew Loop.

ATTACHMENTS:

1. Plat.pdf
2. Location Map.pdf
3. Resolution

Additionally Reviewed By:

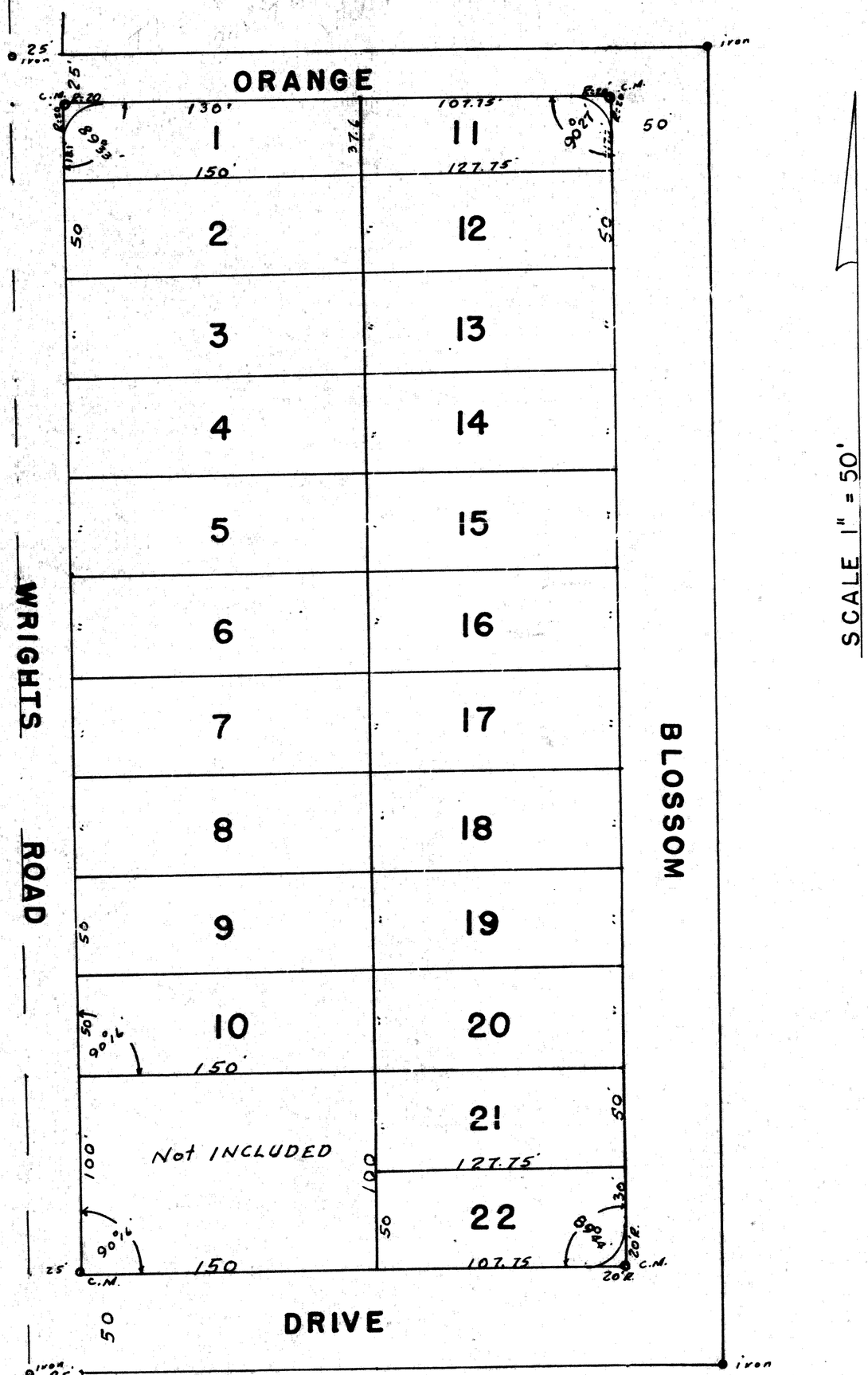
☑ County Attorney Review (Kathleen Furey-Tran)

WHEALEY ACRES

SEMINOLE COUNTY, FLORIDA

DESCRIPTION

THE NORTH 1/2 OF WEST 1/2 OF WEST 1/2 OF SW1/4 OF NE1/4 SEC. 31 TWP. 21S. R31E. (LESS BEGINNING 50FT. NORTH AND 25FT. EAST OF SW CORNER OF NW1/4 OF SW1/4 OF NE1/4 SEC. 31-21-31 RUN E. 150FT., N. 100 FT, W. 150FT. THENCE S. 100FT. TO BEG.)



SCALE 1" = 50'

FILED AND RECORDED IN PLAT BOOK 10 PAGE 99 PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. THIS 19 DAY OF FEB. 1957 AT 5:0 O'CLOCK P.M.

O. H. Ellerson
CLERK OF CIRCUIT SEMINOLE COUNTY, FLORIDA.

M.C. Hogan

AND PAGE 99

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owners in fee simple of the lands described in the foregoing caption to this plat, do hereby dedicate said lands and plat for the uses and purposes therein expressed and dedicate the Streets, Roads, & Drives as shown hereon to the perpetual use of the public.

IN WITNESS WHEREOF, The undersigned have hereunto set their hands and seal on February 5, 1957.

WITNESSES: OWNERS

Ellen A. Fallon — Vincent J. Melillo

Andrew J. Grouse Jr. — Antoinette C. Melillo

STATE OF CONNECTICUT COUNTY OF Fairfield

THIS IS TO CERTIFY, That on February 5, 1957, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared VINCENT J. MELILLO AND ANTOINETTE C. MELILLO HIS WIFE.

to me known to be the persons described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

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

Frances M. Underwood
NOTARY PUBLIC
My Commission Expires April 1, 1961

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on January 29, 1957 he completed the survey of the lands as shown in the foregoing plat; that said plat is a correct representation of the lands therein described and platted; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and that said land is located in Seminole County, Florida. Dated Jan. 30, 1957.

Marion C. Gordon Registration No. 671

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on FEBRUARY 19th 1957 the Foregoing Plat was Approved by the Board of County Commissioners of Seminole county ~~approved the foregoing plat.~~ Florida

F. A. Dyson
CHAIRMAN

ATTEST:
O. H. Ellerson
CLERK OF THE BOARD

CERTIFICATE OF APPROVAL BY ZONING COMMISSION

THIS IS TO CERTIFY, That on the Zoning Commission of the above Municipality approved the foregoing plat.

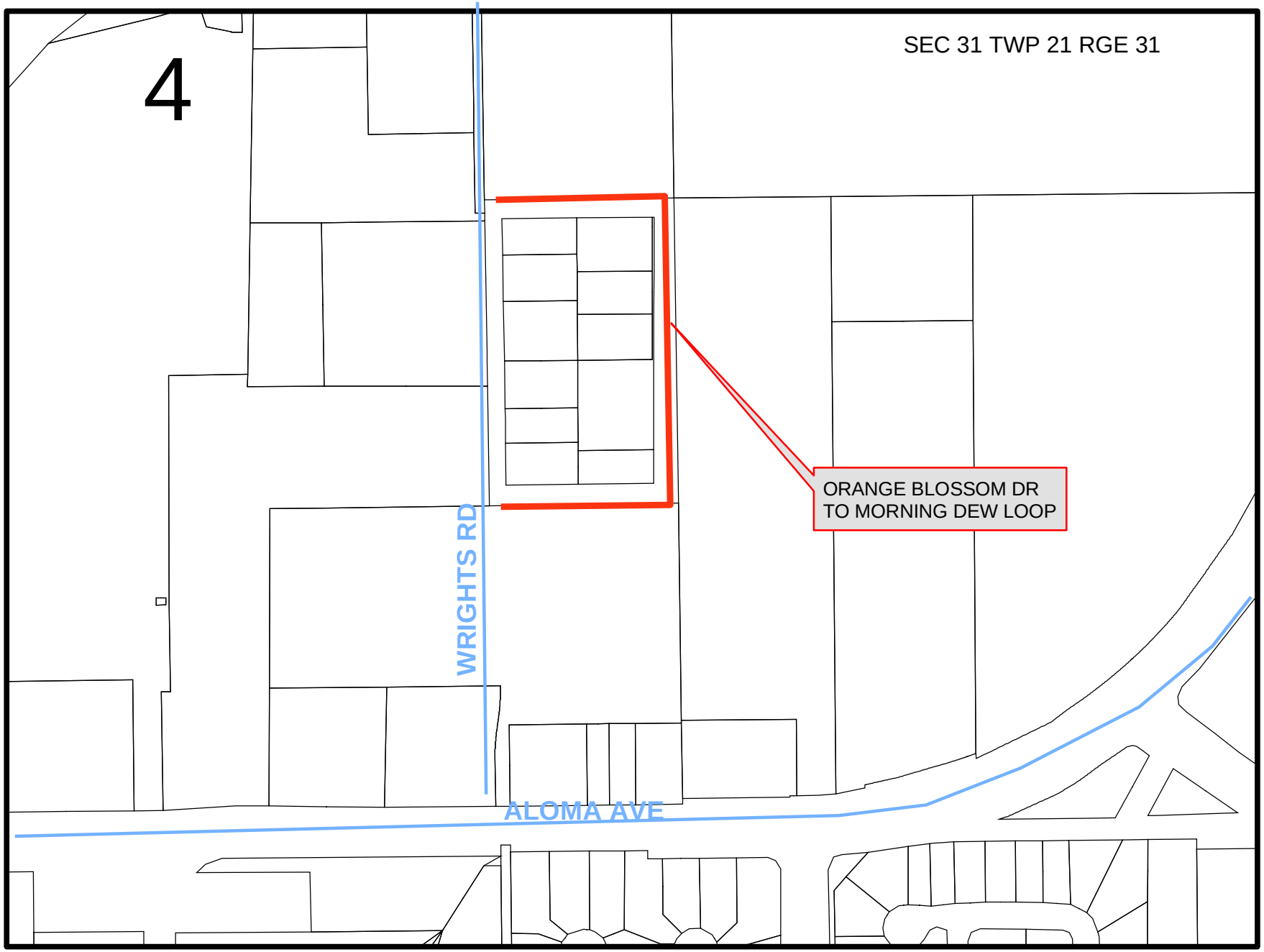
Chairman.

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on February 19th 1957 at 5:0 o'clock P.M. File No. 27270.

O. H. Ellerson

THE RENAMING OF ORANGE BLOSSOM DRIVE



RESOLUTION NO. 2007-R-_____ SEMINOLE COUNTY, FLORIDA

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF, MAY 8, 2007

WHEREAS, under the authority contained in Section 336.05 (1) and 336.05 (2), Florida Statutes, the Board of County Commissioners may name and rename streets and roads; and

WHEREAS, a request has been received to rename a street located in the recorded plats of Whealey Acres, Plat Book 10 Page 99, abutting Lots 1 and 11 - 22; Aloma Business Center, Plat Book 59 Pages 3 and 4, Lot 1; and Tax Parcels 2, 7 and 18, located in Section 31 Township 21 Range 31Public Records of Seminole County, Florida.

WHEREAS, renaming this street will help to eliminate confusion, facilitate improved emergency access and ability of the public to locate streets and roads within Seminole County, and,

WHEREAS, this street name change is consistent with overall County plans for street naming, addressing and the 911 system.

NOW, THEREFORE, BE IT RESOLVED, that effective, May 8, 2007, the street is renamed as follows:

Orange Blossom Drive
To
Morning Dew Loop

Adopted this 8th day of May, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
CARLTON HENLEY
CHAIRMAN

ATTEST:

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

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: First Amendment To Boys & Girls Clubs of Central Florida Agreement

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: David Medley **CONTACT:** Kelly Metcalf **EXT:** 3407

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the First Amendment to the Boys & Girls Clubs of Central Florida, Inc. Agreement, to reflect up to a maximum of $150,000 to maintain the agency's funding at last year's level.

County-wide

Kelly Metcalf

BACKGROUND:

On October 24, 2006, the Board of County Commissioners approved the Boys & Girls Clubs of Central Florida, Inc. Agreement, which allocated up to $140,000 in financial support of the Boys and Girls Clubs for the provision of after school services for "at risk youth."

It was staff's intention to maintain funding at the previous year level ($150,000) which was not correctly identified in the funding recommendation to the Board of County Commissioners. Changes to the Agreement will bring this Agency's funding level up from $140,000 to $150,000, which willl be consistent with last year's funding level.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute the First Amendment to the Boys & Girls Clubs of Central Florida, Inc. Agreement, to reflect up to a maximum of $150,000 to maintain the agency's funding at last year's level.

ATTACHMENTS:

1. Agreement
2. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Susan Dietrich)

AMENDMENT TO BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC. AGREEMENT

THIS AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on the 29th day of December, 2006, 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 **BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.,** a Florida non-profit corporation, whose address is 801 North Magnolia Avenue, Suite 305, Orlando, Florida 32803, hereinafter referred to as the "CLUBS".

W I T N E S S E T H:

WHEREAS, CLUBS and COUNTY entered into the above referenced Agreement on December 29, 2006 to provide extensive outreach and recreational activities and programs to primary school age children residing in Seminole County, Florida; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 14 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 7 of the Agreement is amended to read:

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to CLUBS up to a maximum sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00) for all services provided hereunder by CLUBS during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that CLUBS has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, CLUBS shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2007.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

[Balance of this page intentionally blank; signatory page follows]

ATTEST:

GARY KALTBAUM, Secretary

(Corporate Seal)

BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.

By: _____
GARY W. CAIN, President

Date: 4/5/07

STATE OF FLORIDA)
)
COUNTY OF Orange)

I HEREBY CERTIFY that, on this 6th day of April, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GARY W. CAIN, as President and GARY KALTBAUM, as Secretary, respectively, of BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC., a non-profit corporation organized under the laws of the State of Florida, who are • personally known to me or • who have produced _____ as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Ruth Coleman
Print Name Ruth Coleman
Notary Public in and for the County and State Aforementioned

(Notary Seal)

RUTH COLEMAN
MY COMMISSION # DD 225892
EXPIRES: October 24, 2007
Bonded Thru Notary Public Underwriters

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 200__, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney
SED/lpk
3/16/07
P:\Users\lkennedy\My Documents\Community Services\aboysandgirlsclub am.doc

RECEIVED
DEC 07 2006
COMMUNITY ASSISTANCE

BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC. AGREEMENT

THIS AGREEMENT is made and entered this 29 day of Dec., 2006, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and **BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.,** a Florida non-profit corporation, whose address is 801 North Magnolia Avenue, Suite 305, Orlando, Florida 32803, hereinafter referred to as the "CLUBS".

W I T N E S S E T H:

WHEREAS, the CLUBS provide extensive outreach and recreational activities and programs to primary school age children residing in Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto 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. Term. The term of this Agreement is from October 1, 2006 through September 30, 2007, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Loach
DEPUTY CLERK

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that CLUBS fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by CLUBS after CLUBS has received notice of termination. Upon said termination, CLUBS shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. The CLUBS shall use funds from this Agreement, in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide extension services with extensive outreach and recreational activities and programs to primary school age children residing in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources.

(a) CLUBS agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by CLUBS during the term of this Agreement. It is understood that CLUBS has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby CLUBS would be paid for providing the above services except as specified in Section 4 herein.

(b) CLUBS shall abide by all requirements within this Agreement and the terms and conditions of the Seminole County/Boys & Girls Clubs of Central Florida, Inc. eCivis Grants Locator® Subscriber Access Service Agreement, a copy of which is attached hereto as Exhibit "B".

Section 6. Liability and Indemnification.

(a) CLUBS shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to CLUBS or whomsoever, resulting out of CLUBS fraud, defalcation, dishonesty, or failure of CLUBS to comply with applicable laws or regulations; or by reason or as a result of any act or omission of CLUBS in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) 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.

(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 the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to CLUBS up to a maximum sum of ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS ($140,000.00) for all services provided hereunder by CLUBS during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that CLUBS has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, CLUBS shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2007.

Section 8. Reporting Requirements. CLUBS shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "C" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of CLUBS, any problems relating to the services to be provided pursuant to this Agreement that might exist for CLUBS and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, CLUBS shall submit on a quarterly basis, a financial report reflecting total CLUBS receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, CLUBS shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "D".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to CLUBS as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by CLUBS after CLUBS has received such notice of termination. In the event there are any unused COUNTY funds, CLUBS shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. CLUBS shall allow the COUNTY, its duly authorized agent and the public access to such of CLUBS records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. CLUBS shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2007, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. 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
Department of Community Services
Seminole County
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

FOR CLUBS

Gary W. Cain, President
Boys & Girls Clubs of Central Florida, Inc.
Post Office Box 2987
Orlando, Florida 32802

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

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CLUBS 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 the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CLUBS as provided hereinabove.

Section 16. Disclaimer of 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 any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby 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, Orlando Division, as to Federal actions.

Section 18. Interpretation. CLUBS and COUNTY agree that all words, terms and conditions contained herein are to be read in

concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. CLUBS agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. 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 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting CLUBS, including its officers, employees and agents, the agent, representative or employee of the COUNTY for

any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B", "C", and "D" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree 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, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

SIGNATURE BLOCK BEGINS ON PAGE 10

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

ATTEST:

GARY KALTBAUM, Secretary

BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.

By: GARY W. CAIN, President

(Corporate Seal)

Date: 12/5/06

STATE OF FLORIDA)
COUNTY OF)

I HEREBY CERTIFY that, on this 5th day of December, 2006, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GARY W. CAIN, as President and GARY KALTBAUM, as Secretary, respectively, of BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC., a non-profit corporation organized under the laws of the State of Florida, who are ☑ personally known to me or ☐ who have produced _____ as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Print Name Holly A. Lewis
Notary Public in and for the County and State Aforementioned

(Notary Seal)

HOLLY A. LEWIS
Notary Public - State of Florida
My Commission Expires Oct 24, 2009
Commission # DD 485315
Bonded By National Notary Assn.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____, Chairman

Date: 12-29-06

For the use and reliance of Seminole County only.

As authorized for execution by the Board of County Commissioners at its Oct 24, 2006, regular meeting.

Approved as to form and legal sufficiency.

12-20-06
County Attorney

SED/dre
11/6/06
Four (4) Attachments:
1. Exhibit A-Scope of Services
2. Exhibit B-eCivis Grants Locator® Subscriber Access Service Agreement
3. Exhibit C-Seminole County Community Service Agency Report Form
4. Exhibit D-Program Logic Model

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Exhibit A: SERVICE & COST PROPOSAL

AGENCY NAME:	Boys & Girls Clubs of Central Florida, Inc.
AGENCY ADDRESS:	801 N. Magnolia Avenue, Suite 305, Orlando, FL 32803
PRESIDENT/DIRECTOR NAME:	Gary W. Cain, President
AGENCY PHONE NUMBER:	407-841-6855
AGENCY FAX NUMBER:	407-872-7796
AGENCY E-MAIL:	web site – www.bgccf.org
PRESIDENT/DIRECTOR E-MAIL:	gcain@bgccf.org

Answer the questions below to describe the service(s) your agency will provide with Seminole County funds. See schedule J(2) of application for examples.

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1.Character & Leadership	One session of service or prevention averaging 1 hour per 10 children.
2.Education & Careers	One hour of tutoring and homework assistance including computer assignments.
3.Health & Life Skills	One session of service averaging 1 hour per 10 children.
4.The Arts	One hour of art-related activities that are either visual, performing, or literary.
5.Sports, Fitness, & Recreation	One hour of sports, fitness, or other recreational activity.

I. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2006-September 2007)?

Service*	Number of County funded units **
1.Character & Leadership	194 sessions (1 hour per 10 children)
2.Education & Careers	4,859 hours
3.Health & Life Skills	195 sessions (1 hour per 10 children)
4.The Arts	2,997 hours
5.Sports, Fitness, & Recreation	8,000 hours

** Forecast for each service. Service units are transferable based on agency need and actual services provided each month

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than $5.00, round to the nearest dollar.)
1.Character & Leadership	$18.00 per session
2.Education & Careers	$13.00 hour
3.Health & Life Skills	$7.00 per session
4.The Arts	$8.00 per hour
5.Sports, Fitness, & Recreation	$6.00 per hour

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1.Character & Leadership	Industry standard set by the Department of Children and Families.
2.Education & Careers	Low-end cost average for private tutoring and homework assistance services.
3.Health & Life Skills	Industry standard of local health-care agencies.
4.The Arts	Low-end cost for classes at local dance studios and art schools.
5.Sports, Fitness, & Recreation	Industry standard for youth sports leagues.

*Services should be the same in all 4 sections (I-IV)

SEMINOLE COUNTY/ BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.
eCivis GRANTS LOCATOR® SUBSCRIBER ACCESS SERVICE AGREEMENT
FISCAL YEAR 2005-2006

THIS AGREEMENT entered into this 24 day of Feb, 2006, 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 **BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.**, a Florida non profit corporation, whose principal place of business is 801 North Magnolia Avenue, Suite 305, Orlando, Florida 32803, hereinafter referred to as "SUBSCRIBER".

W I T N E S S E T H:

WHEREAS, the COUNTY has heretofore entered into a subscription/license agreement with eCivis, Inc. of Pasadena, California for the purpose of acquiring user access to its on-line databases of listed Federal, State and private grants that are available for local governments and non-profit social service agencies (the "License Agreement"); and

WHEREAS, the License Agreement allows the COUNTY to enter into subscriber agreements for access to the eCivis Grants Locator Access system with not-for-profit social service agencies performing services within the COUNTY; and

WHEREAS, the COUNTY and SUBSCRIBER believe that shared access to such databases will enhance the ability of both parties to provide increased funding opportunities for important social services benefiting the citizens of COUNTY; and

WHEREAS, COUNTY and SUBSCRIBER desire to enter into this Subscriber Agreement ("the Agreement") to memorialize their

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Cook

understandings and respective responsibilities in a framework that best assures compliance with the terms of the License Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties 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) "Access Holder" shall mean COUNTY, SUBSCRIBER or any individual employee or agent of either organization that is an approved, identified user of Grants Locator.

(b) "Community Based Organization" shall mean an entity that meets the criteria specified in section 4(h) of this Agreement.

(c) "COUNTY approval" means written approval by the Grants Coordinator, the Fiscal Services Department Director, or their designee.

(d) "Grants Coordinator" shall mean the COUNTY's designated Grants Coordinator within the Fiscal Services Department.

(e) "Grants Locator" shall mean the most current version of the online grants database libraries available through eCivis, Inc. and which is the subject matter of this Agreement.

SECTION 3. RESPONSIBILITIES OF COUNTY.

(a) Upon SUBSCRIBER's execution of this Agreement and completion of the Grants Locator Sign-Up Sheet, attached hereto as Exhibit "A" to this Agreement and incorporated herein by reference,

COUNTY shall provide a login identification and initial password to Subscriber at no cost. Such login and password shall provide SUBSCRIBER with full access to Grants Locator databases.

(b) COUNTY shall be responsible for paying the access and user fees to eCivis, Inc. for the term of this Agreement and any renewals thereof. Such services shall include start up training for users and basic customer service. The foregoing notwithstanding, COUNTY shall not be responsible for additional services, training or ancillary features not described herein which may be specially requested by SUBSCRIBER. Procurement of such additional services or training shall require an amendment to this Agreement or a separate agreement for the assessment and collection of such additional charges from SUBSCRIBER.

(c) The Grants Coordinator or his/her designee shall be reasonably available to SUBSCRIBER to provide guidance on the usage of Grants Locator; provided, however, that this provision shall not be construed to relieve SUBSCRIBER from any duties or obligations set forth herein.

(d) COUNTY shall monitor the access logs, reports of retrieved information and usage of SUBSCRIBER to insure that no unauthorized use or abuse of user access is taking place.

SECTION 4. RESPONSIBILITIES OF SUBSCRIBER.

(a) SUBSCRIBER shall abide by all requirements within this Agreement, the License Agreement, including the applicable Terms and Conditions therein (included as Attachment "B" hereto), and any additional conditions that may be agreed upon from time to time between COUNTY and eCivis, Inc.

(b) SUBSCRIBER shall agree to cooperate with the COUNTY in monitoring usage and other statistics related to use of Grants Locator, including but not limited to those collected by Grants Locator.

(c) SUBSCRIBER shall provide contact information for all employees designated as users.

(d) SUBSCRIBER shall receive usernames and passwords from the COUNTY for access to service.

(e) SUBSCRIBER shall cooperate with all legal oversight, negotiation, or changes to any further enhancements, renewal or extension of services contemplated by this Agreement, or other edits that may be required for the License Agreement from time to time.

(f) SUBSCRIBER shall not engage in any action or usage of Grants Locator which would cause COUNTY to violate any of the Terms and Conditions of its License Agreement.

(g) SUBSCRIBER understands and agrees that user identifications and passwords issued by COUNTY may only be used by the individual(s) or the incumbent of a position listed on the Grants Locator Sign-Up Sheet (Exhibit "A") and only for purposes that benefit the citizens of Seminole County and in accordance with this Agreement. Sharing of any employee's user identification and password with another employee, agent, vendor, customer or client of SUBSCRIBER or any other person is expressly prohibited unless such use has been previously approved in writing by COUNTY. Violation of this provision shall be grounds for unilateral termination of this Agreement by COUNTY and shall result in termination of SUBSCRIBER's access rights to Grants Locator.

(h) SUBSCRIBER shall notify COUNTY in a timely manner when an employee, agent or other permitted user of Grants Locator is no longer acting on behalf of SUBSCRIBER. COUNTY shall promptly deactivate that user identification and password upon receipt of such notice.

(i) Throughout the term of this Agreement and any renewals thereof, SUBSCRIBER shall be required to:

(1) maintain an office within Seminole County;

(2) offer services that directly benefit the residents of Seminole County;

(3) offer its services on a nondiscriminatory basis in compliance with all Federal and State anti-discrimination laws;

(4) maintain its status as a tax exempt organization under Section 501(c) of the Internal Revenue Code.

(5) provide quarterly reports to COUNTY which shall contain the types and amounts of grants for which application has been made, the name of the agency or philanthropic organization from which the grants are being sought, a list of those grants which have been successfully obtained, a list of those for which the award was denied to include the reason for denial, if known. For those applications which are pending at the time of reporting, an estimate of the award timetable shall also be included, if determinable.

SECTION 5. TERM. This Agreement shall commence upon the date of execution by both parties. The initial term hereof shall terminate on September 30, 2006, the same as the termination date of the License Agreement. This Agreement may be renewed for successive one (1) year terms, ending on September 30th of said year, subject to COUNTY's

renewal of its License Agreement with eCivis, Inc. Renewal or extension of the term of this Agreement shall be done in a writing of equal dignity herewith and signed by both parties and shall be contingent upon COUNTY's unilateral decision of whether or not to renew the License Agreement with eCivis, Inc. Nothing herein shall be construed as requiring COUNTY to renew the License Agreement or to incur any further costs on behalf of SUBSCRIBER beyond the initial term hereof.

SECTION 6. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by first class United States mail addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:
Jennifer Bero or current Grants Coordinator
Seminole County Fiscal Services Department
1101 E. First Street
Sanford, Florida 32771

For SUBSCRIBER:

Boys & Girls Clubs of Central Florida, Inc.
P.O. Box 2987
Orlando, Florida 32802

The parties may effect changes or substitution to the names and addresses of the contact persons by written notice to the other party, which notice can also be sent via facsimile transmission, provided that a record of such communication shall be maintained by both parties.

SECTION 7. TERMINATION.

(a) SUBSCRIBER may terminate this Agreement at any time for any reason provided that written notice of same shall be given to COUNTY at least fifteen (15) days prior to the effective date of such termination. In such event, COUNTY shall terminate SUBSCRIBER's user identification and password on the effective date of termination.

(b) COUNTY may terminate or refuse to renew this Agreement at its sole discretion if it determines that continued provision of Grants Locator access service to SUBSCRIBER is no longer in the best interest of the COUNTY. In such circumstances, the COUNTY shall give SUBSCRIBER at least thirty (30) days notice of such intent to terminate and SUBSCRIBER shall then have an additional thirty (30) days to make other arrangements for procuring similar services from other sources.

(c) If the COUNTY decides to terminate this Agreement for non-convenience in the manner provided herein, it shall refund to SUBSCRIBER the unused, prorated amount of any fees or charges for ancillary or enhanced services outside the basic service contemplated in this initial Agreement or any amendment thereto. The COUNTY shall have no other liabilities to SUBSCRIBER whatsoever.

(d) If COUNTY learns that Grants Locator is no longer available from eCivis, Inc. by virtue of that firm's unilateral business decision, insolvency, legal proceedings or any other reason not the fault of COUNTY, this Agreement may be terminated immediately at the option of either of both parties hereto upon written notice of termination. Under those circumstances, the COUNTY shall not be financially obligated to SUBSCRIBER in any manner whatsoever.

SECTION 8. LIABILITY ABD INDEMNIFICATION.

(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 the County's sovereign immunity beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) Except for payment of certain fees and charges as specifically set forth in this Agreement, the COUNTY shall not be liable to SUBSCRIBER or any other person, firm, entity or corporation who contracts with, or who relies upon SUBSCRIBER in connection with SUBSCRIBER's usage of the Grants Locator, or for debts or claims accruing to such parties against SUBSCRIBER as a result thereof and which may arise by virtue of any adverse results or failure to achieve desired results through utilization of Grants Locator or the malfeasance of SUBSCRIBER.

SECTION 9. INDEPENDENT CONTRACTORS. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting SUBSCRIBER, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to

be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

SECTION 10. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue under or by reason hereof to or for the benefit of any third party not a formal party hereto. Neither party shall assign this Agreement nor any interest herein without the prior written consent of the other party.

SECTION 11. INSURANCE REQUIREMENTS. SUBSCRIBER shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from the use, misuse and/or reliability of the Grants Locator. COUNTY shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

SECTION 12. EQUAL OPPORTUNITY EMPLOYMENT. The parties agree that they will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 13. 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 14. INTERPRETATIONS. In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement including exhibits or attachments hereto, if any, this Agreement shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

SECTION 15. FORCE MAJEURE. In the event either party hereunder fails to satisfy in a timely manner any requirements imposed by this Agreement due to a hurricane, flood, tornado or other act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

SECTION 16. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith; provided, however, no formal amendment shall be required for mere changes or substitution of designated contact persons per Section 6 hereof.

SECTION 17. 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 18. PUBLIC RECORDS. Each party shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement in accordance with Chapter 119, Florida Statutes.

SECTION 19. RECORDS AND AUDITS. The parties agree to maintain all books, documents, papers, accounting records and other evidences pertaining to this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at all reasonable times during the Agreement period and for five (5) years from the date of termination or final payment under the contract for audit or inspection.

SECTION 20. CONFLICTS OF INTEREST.

(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, or Section 220.115, Seminole County Code, both relating to ethics in government.

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

(c) The parties hereby agree that Federal or State grant monies which may be received as a result of activities under this Agreement shall not be used for the purpose of lobbying any branch of

government, department, agency or employee of the State or Federal government.

SECTION 21. COMPLIANCE WITH LAWS AND REGULATIONS. In performing under this Agreement, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the acts contemplated to be performed herein including those now in effect and hereafter adopted. Any material violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

SECTION 22. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. Contract claims shall include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and COUNTY protest procedures shall be handled in accordance with Section 22.239, "Contract Claims," Seminole County Administrative Code.

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

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

SECTION 23. 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 contributed substantially and materially to the preparation hereof.

SECTION 24. HEADINGS. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

SECTION 25. ENTIRE AGREEMENT. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statement, negotiations or agreements to the contrary. This Agreement shall bind the parties, their assigns and successors in interest.

SECTION 26. EXHIBITS. Exhibits "A" and "B" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

SECTION 27. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if

the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, this Agreement is declared severable.

SECTION 28. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST:

MARION HATCHER III, Secretary

(Corporate Seal)

BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.

By: Gary W. Cain
GARY W. CAIN, President

Date: 1/31/06

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney
AS/lpk
1/23/06
eCivis-Boys & Girls

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Carlton Henley
CARLTON HENLEY, Chairman

Date: 2-24-06

As authorized for execution
by the Board of County Commissioners
at their January 24, 2006
regular meeting.

Attachments:
Exhibit "A" - Grants Locator Sign Up Sheet
Exhibit "B" - Terms and Conditions of Use of Grants Locator

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

EXHIBIT A

GRANTS LOCATOR SIGN-UP SHEET

Name of Organization

Boys & Girls Clubs of Central Florida, Inc.

Address

801 N. Magnolia Avenue, Suite 305
Orlando, FL 32803

PRIMARY CONTACT INFORMATION:

Karen Cole / Grant Coordinator
NAME AND TITLE/POSITION

407-841-6855
PHONE

kcole@bgccf.org
E-MAIL

www.bgccf.org
ORGANIZATIONS' WEBSITE ADDRESS

TOTAL NUMBER OF LOGINS REQUESTED _____

	NAME	TITLE/POSITION	E-MAIL ADDRESS	PHONE
1	Karen Cole	Grant Coordinator	kcole@bgccf.org	407-841-6855
2				
3				
4				
5				

USE ADDITIONAL PAGES OR ATTACH A SEPARATE LIST IF NEEDED

EXHIBIT B

TERMS AND CONDITIONS

1. **General.** "You" means the single end-user organization executing this Agreement.

"Access Holder" means each individual that is an employee of your organization that uses *Grants Locator*. If the Community Based Organization and/or Library option is purchased, then an "Access Holder" also includes an approved employee of the selected group.

"*Grants Locator*" means the most current version of the online grants database libraries. eCivis reserves the right to discontinue *Grants Locator* at any time by giving written notice to you.

2. **License.** eCivis grants you, subject to this Agreement, a nonexclusive, nontransferable right and license.
   1. To permit each allowed Access Holder to access *Grants Locator* through the Internet.
   2. To create printouts, download and store in electronic form, and re-purpose *Grants Locator* for internal use in connection with your normal business activities.

You may not engage in such activity if it is for commercial sale, redistribution, broadcast or transfer of such materials. You agree not to rent, lease, sublicense, distribute, or transfer any information to entities or people outside your organization. You agree to take all reasonable steps to protect *Grants Locator* from unauthorized access, copying, or use.

If people or entities outside your organization use your usernames to access *Grants Locator*, eCivis reserves the right to terminate this contract.

3. **Passwords.** You agree to assume sole responsibility for the security of your passwords.

4. **Help Desk.** eCivis maintains a help desk from 9 AM to 5 PM Pacific Time capable of providing technical assistance for *Grants Locator*. eCivis does not hold itself out as a professional expert and advisor regarding your computer or information needs.

5. **Your Responsibilities.** You are responsible for determining whether the *Grants Locator* will achieve the results you desire; You are responsible for adopting reasonable measures to limit your exposure with respect to potential losses and damages arising from use, nonuse, interruption, delay, errors, or omissions in *Grants Locator*. You agree to indemnify and hold eCivis, its managers, members, officers, employees, harmless from and against any loss, claims, demands, expenses, or liability of whatever nature or kind of you or any third parties arising out of your use of *Grants Locator*.

6. **Term.** The initial term of this Agreement shall commence on the date set forth above and end on the Termination Date.

7. **Fees.** eCivis will charge, and you agree to pay, the Fees. Full payment shall be made to eCivis within thirty (30) days after the original date of the invoice. eCivis will charge you interest at the rate of 1.5 % per month if payment is not received within the 30 days. Cancellation of any subscription will not result in any refund or credit of fees already paid and any additional payments remain due according to pre-determined terms. Subscription fees are charged up-front and no refunds or credits will be given upon cancellation. Additional fees may apply if you decide to re-subscribe at a later date.

8. **Changes.** eCivis reserves the right to change its fees and any other terms and conditions, at any time, effective upon publication. These changes will NOT affect any existing contract Term.

9. **Proprietary Protection.** eCivis is the sole owner of Grants Locator and any associated intellectual property rights. eCivis claims U.S. and foreign copyright ownership with respect to Grants Locator. You agree not to remove any copyright notices from printouts of *Grants Locator*.

10. Indemnification. If a third party claims that *Grants Locator* or your use of *Grants Locator* pursuant to this Agreement infringes any U.S. patent, copyright, or trade secret, eCivis will defend you and all Access Holders against such claim at eCivis' expense and pay all damages that a court finally awards, provided that you promptly notify eCivis in writing of the claim, and allow eCivis to control, and cooperate with eCivis in, the defense or any related settlement negotiations. If such a claim is made or appears possible, eCivis may, at its option, secure for you the right to continue to use the Product, modify or replace the Product with equivalent information so they are noninfringing, or, if neither of the foregoing options is available in eCivis' sole judgment, terminate this Agreement by paying you a credit equal to the portion of previously paid fees and charges allocable to the remaining term of this Agreement. THIS PARAGRAPH STATES eCIVIS' ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

11. Limitations. eCivis shall employ due care and attention in obtaining and maintaining *Grants Locator*. However, you acknowledge that any collection and compilation of data entails the likelihood of some human and machine errors, omissions, delays, interruptions, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage. Accordingly, you agree that the Grants Locator is provided "as is"; eCivis makes no representation or warranty with respect to their accuracy, completeness, and eCivis specifically disclaims any other warranty, express, implied, or statutory, including, any warranty of merchantability or fitness for a particular purpose. eCivis shall not be liable because of any such errors, omissions, delays, or losses, including data losses and corruption, unless caused by eCivis' gross negligence or willful misconduct. You further agree that in no event will the total aggregate liability of eCivis for any claims, losses, or damages arising under this agreement and services performed hereunder, whether in contract or tort, including negligence, exceed the total amount paid by you to eCivis during the preceding twelve-month period, even if eCivis has been advised of the possibility of such potential claim, loss, or damage.

You acknowledge that eCivis is not a consulting firm or a grant-writing firm. You agree always to read the full original grant notice provided. You acknowledge that eCivis does not warrant that use of the *Grants Locator* will result in any grant acquisition. You acknowledge that *Grants Locator* may not include all potential data. Specifically, eCivis makes no warranty that *Grants Locator* has all grants that the federal or a state government may have available.

12. Default. Should you fail to pay Fees due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with eCivis, eCivis may, at its option, in addition to other available remedies, terminate this Agreement provided that it first gives you fifteen (15) days' prior notice to permit you to cure your default. eCivis reserves the right, with or without notice, to suspend access to or use of any Product in the event of any delinquency or default. eCivis may elect, in eCivis' sole discretion, after delinquency, to terminate all personal information and settings associated with an Access Holder. Such information and settings will be unrecoverable after such termination.

13. Force Majeure. eCivis shall not be liable or be deemed to be in default for any delay or failure in performance or interruption resulting directly or indirectly from any cause or circumstance beyond the reasonable control of eCivis; equipment, or telecommunications failure; labor dispute; or failure of any third party to perform any agreement with eCivis that adversely affects eCivis' ability to perform its obligations hereunder.

14. Governing Law. Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

******** **End of Terms and Conditions** ********

EXHIBIT C

Seminole County Community Service Agency Report Form

Agency Name: Boys & Girls Club

Original and One Copy to:

Kelly Metcalf, Program Manager
108 Sausalito BLVD
Casselberry, FL 32708-5764

Month	
Date Mailed/delivered:	
Reimbursement amount:	$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: ***(Narrative must include all three items below to be considered complete)***

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Char/Leader	300			194				$0.00
Educ/Career	5000			4859				$0.00
Health/Life Skills	800			195				$0.00
The Arts	8000			2997				$0.00
Sports/Recreation	32000			8000				$0.00
TOTAL	46100	0	0	16245	0	0		$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2007. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

EXHIBIT D

PROGRAM LOGIC MODEL

***Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2007**

Agency: Boys & Girls Clubs of Central Florida, Inc.
Program: Positive Youth Development Services
Program Locations: East Altamonte & Midway Branches

Program Logic Model – **Date Revised:** N/A

Existing ☒ New ☐

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
For at-risk youth ages 6-18 in underserved neighborhoods in Seminole County: Positive Adult Guidance Positive Youth Development Programming *(after-school and during holidays & summer vacation)*	At Age 18, Boys & Girls Club Youth will enter the adult world with the capacities to be: ▪ responsible citizens and leaders ▪ able to support themselves ▪ live a successful life	Objective #1: 75% of active participants will achieve a GPA of 2.0 or better each school quarter. Objective #2: 75% of active participants will achieve *Participant* status or better on the President's Challenge Physical Fitness Test. Objective #3: Youth surveyed will report average scores of 65% or higher on the Educational Competence, Club Opportunities & Supports, and Health/Risk Behavior scales of the Boys & Girls Clubs of America youth survey.	Service Providers: Staff, Teen Leaders, Resource People, Volunteers Facilities: Clubs, Field Trips into local community Activities in Five Core Areas: Character & Leadership *Leadership Training* *Youth of the Year* Education & Careers *Power Hour – (homework help), Making the Grade, Computer Labs* Health & Life Skills *SMART Moves – (drug & alcohol abuse & teen pregnancy prevention)* The Arts *Arts & Crafts, performing - Fine Arts, Cultural Events* Sports, Fitness & Recreation *Fun & Games, field Trips Intramural sports, President's Fitness Test*	Objective #1: Student progress report cards will be collected & reported QUARTERLY for the first three grading periods. *Comparative* results over 3 grading periods will be reported ONCE ANNUALLY. Objective #2: President's Challenge Physical Fitness Test will be administered once annually, in the spring. Results will be recorded and reported ONCE ANNUALLY. Award level requirements are set by the President's Council on Physical Fitness & Sports, based on participant age and gender. Objective #3: B&GCA Youth Survey will be administered once annually, in the spring. Information gathered will be reported to the national office of Boys & Girls Clubs of America, which will in turn provide survey results approximately 3 months later. Results will be reported ONCE ANNUALLY.	Members who attend regularly will demonstrate: Outcome 1: Educational Competency Outcome 2: Health & Well-being Outcome 3: Youth Development in Boys & Girls Clubs of America Competencies, as follows: *Positive Self Concept* *Educational, Social, Employment, Emotional, Cultural Competencies* *Community & Civic Involvement* *Health & Well-being* *A Moral Compass*

EXHIBIT D (2): PROGRAM LOGIC MODEL (Continued)...

Name of Program: Positive Youth Development Services

VIII. PROGRAM OUTCOMES & INDICATORS

AGENCY Boys & Girls Clubs of Central Florida, Inc.

PROGRAM Positive Youth Development Services NEW No

DATE REVISED N/A

PROGRAM LOCATION(S): East Altamonte & Midway Branches

Outcomes	Indicators
Outcome 1: Educational Competency	1.1 Achieve passing grades or above in all school subjects 1.2 Graduate high school (where applicable)
Outcome 2: Health and Well-Being	2.1 Meet standards for President's Challenge Physical Fitness Test 2.2 Engage in regular fitness activity 2.3 Make positive choices about personal safety, drug & alcohol use, nutrition, & sexuality
Outcome 3: Youth Development in Boys & Girls Clubs of America Competencies	3.1 Set and attain goals for education and employment 3.2 Develop and sustain positive relationships with staff and other members 3.3 Make positive choices about personal safety, drug & alcohol use, nutrition, & sexuality

EXHIBIT D (3): PROGRAM LOGIC MODEL (Continued)...

Name of Program: Positive Youth Development Services

IX. PROGRAM EVALUATION PLAN

AGENCY Boys & Girls Clubs of Central Florida, Inc..

PROGRAM Positive Youth Development Services PLEASE CHECK: EXISTING X NEW____

DATE REVISED N/A

PROGRAM LOCATION(S) East Altamonte & Midway Branches

Outcomes	Measurement Tool/Approach	Sampling Strategy & Projected Sample Size	Frequency & Schedule of Data Collection
1. Educational Competency	**Student Progress Report Cards –** Record grades/GPA's for each member per grade period for first three periods **Student/School Academic Records –** Record graduation, promotion, etc.	Sample Group consisting of regular attendees (2 times per week or more) in the E. Altamonte & Midway Boys & Girls Club programs Sample Size = approximately 50 (E. Alta) approximately 60 (Midway)	At end of grading periods 1-3; comparative results over 3 grading periods to produce annual results at end of each school year.
2. Health and Well-Being	**President's Challenge Physical Fitness Test** – engage members in fitness tests during Club fitness and health activities **B&GCA Youth Survey –** administer survey to youth during Club hours	Sample Group consisting of regular attendees (2 times per week or more) in the E. Altamonte & Midway Boys & Girls Clubs programs Sample Size = approximately 50 (E. Alta) approximately 60 (Midway) Different age groups will be surveyed to reflect proportions for Branches as a whole Sample Size = approximately 50 (E. Alta) approximately 60 (Midway)	Conducted annually in the spring Administered annually in the spring
3. Youth Development in Boys & Girls Clubs of American Competencies	**B&GCA Youth Survey –** administer survey to youth during Club hours	Sample Group consisting of regular attendees (2 times per week or more) in the E. Altamonte & Midway Boys & Girls Clubs programs Different age groups will be surveyed to reflect proportions for Branches as a whole Sample Size = approximately 50 (E. Alta) approximately 60 (Midway)	Administered annually in the spring

EXHIBIT D

Agency: Boys & Girls Clubs of Central Florida
Name of County Funded Program: East Altamonte Branch & Midway Branch – Youth Development

OUTCOME MEASUREMENT – SECOND QUARTER 2006-07

Quarterly Outcomes Measurement Reports are due January 31, April 30, July 31, and October 31, 2007

NOTE: *The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.*

DATA ANALYSIS

Projected Outcome 1: Educational Competency
Measurable Objective: Achieved: 97.5% Projected: 75%
Indicators: Maintain passing grades or above in all school subjects (passing grade = GPA of 2.0 or better)

(a)Area(s): knowledge, skills

(b)Population: Number of clients: at-risk youth, ages 6-18, who are regularly attending members of our E. Altamonte and Midway Clubs. Average daily attendance at E. Altamonte is 65-70 youth, at Midway is 80-90 youth.

(c)Dates: the end of each quarterly school grading period for quarters 1-3

(d)Tools: Student Progress Report Cards will be used to record grades/GPA's for each member per grade period for first three periods.

(e)Sample Size: Sample Group will consist of regular attendees (2 times per week or more) in the E. Altamonte & Midway Boys & Girls Club programs. Sample Size = approximately 40 (E. Altamonte) & approximately 35 (Midway)

(f) Response Rate: Three (3) times the number of E. Altamonte sample group and two (2) times the number of Midway sample group

Indicators: Graduate high school

(a) Area(s): knowledge, skills

(b) Population: Number of clients: at-risk youth who are high school seniors & regularly attending members of our E. Altamonte Club

(c) Dates: the end of each school year

(d) Tools: School record of graduation

(e) Sample Size: Sample size = however many high school seniors are Club members

(f) Response Rate:

Quarterly results for Outcome 1:

Successes:

Challenges:

Projected Outcome 2: Health and Well-Being
Measurable Objective: Achieved: 100% Projected: 75%
Indicators: Meet standards for the Presidents' Challenge Physical Fitness Test *(Standards for award levels are set by the President's Council on Physical Fitness and Sports, and are established based on age and gender. There are five events in which fitness is measured: curl-ups (number in one minute), shuttle run (speed completed), sit and reach (distance stretched), endurance run (speed and distance), and pull-ups (number). Youth who score at or above the 85th percentile in all five events receive the Presidential Physical Fitness Award. Youth who score at or above the 50th percentile in all five events receive the National Physical Fitness Award. Youth who attempt all five events, but whose scores fall below the 50th percentile in one or more area, receive the Participant Physical Fitness Award.)*

(a)Area(s): skills

(b)Population: Number of clients: at-risk youth, ages 6-18, who are regularly attending members of our E. Altamonte and Midway Clubs. Average daily attendance at E. Altamonte is 65-70 youth, at Midway is 80-90 youth.

(c)Dates:

(d)Tools: Engage members in fitness tests during Club fitness and health activities in Spring.

(e)Sample Size: Sample Group will consist of regular attendees (2 times per week or more) in the E. Altamonte & Midway Boys & Girls Club programs – approximately 40 at E. Altamonte and 35 at Midway

(f) Response Rate:

Indicators: Engage in regular fitness activities that are offered daily as part of Club programming

(a) Area(s): skills, behaviors

(b) Population: Number of clients: at-risk youth, ages 6-18, who are regularly attending members of our E. Altamonte Club and Midway Clubs. Average daily attendance at E. Altamonte is 65-70 youth, at Midway is 80-90 youth.

(c) Dates: Survey to measure impact of daily fitness activities administered annually in the Spring.

(d) Tools: Engage members in year-round fitness test activities, measure impact of activities with Boys & Girls Clubs of America survey, administered once annually in the Spring.

(e) Sample Size: Sample Group will consist of regular attendees (2 times per week or more) in the E. Altamonte & Midway Boys & Girls Club programs. Different age groups will be surveyed to reflect proportions for Branches as a whole. Sample Size = approximately 40 (E. Altamonte) & approximately 35 (Midway)

(f) Response Rate:

Indicators: Make positive choices about personal safety, drug & alcohol use, nutrition, & sexuality

(a) Area(s): knowledge, behaviors, attitudes

(b) Population: Number of clients: at-risk youth, ages 6-18, who are regularly attending members of our E. Altamonte Club and Midway Clubs. Average daily attendance at E. Altamonte is 65-70 youth, at Midway is 80-90 youth.

(c) Dates: Survey to measure impact of Club Health & Life Skills programming administered annually in the Spring.

(d) Tools: Engage members in SMART Moves drug & alcohol abuse and teen pregnancy prevention programming, measure impact of programming with Boys & Girls Clubs of America survey, administered once annually in the Spring.

(e) Sample Size: Sample Group will consist of regular attendees (2 times per week or more) in the E. Altamonte & Midway Boys & Girls Club programs. Different age groups will be surveyed to reflect proportions for Branches as a whole. Sample Size = approximately 40 (E. Altamonte) & approximately 35 (Midway)

(f) Response Rate:

Quarterly results for Outcome 2:

Successes:

Challenges:

Projected Outcome 3: Youth Development in Boys & Girls Clubs of America Competencies

Measurable Objective:

Indicators: Set & attain goals for education and employment

(a) Area(s): knowledge, behaviors, attitudes

(b) Population: Number of clients: at-risk youth, ages 6-18, who are regularly attending members of our E. Altamonte Club and Midway Clubs. Average daily attendance at E. Altamonte is 65-70 youth, at Midway is 80-90 youth.

(c) Dates: Survey to measure impact of Club Education and Career Development programming administered annually in the Spring.

(d) Tools: Engage members in Education and Career Development programming, measure impact of programming with Boys & Girls Clubs of America survey, administered once annually in the Spring.

(e) Sample Size: Sample Group will consist of regular attendees (2 times per week or more) in the E. Altamonte & Midway Boys & Girls Club programs. Different age groups will be surveyed to reflect proportions for Branches as a whole. Sample Size = approximately 40 (E. Altamonte) & approximately 35 (Midway)

(f) Response Rate:

Indicators: Develop & sustain positive relationships with staff and other members

(a) Area(s): behaviors, attitudes

(b) Population: Number of clients: at-risk youth, ages 6-18, who are regularly attending members of our E. Altamonte Club and Midway Clubs. Average daily attendance at E. Altamonte is 65-70 youth, at Midway is 80-90 youth.

(c) Dates: Survey to measure impact of overall Club experience administered annually in the Spring.

(d) Tools: Engage members in overall Club experience, measure impact with Boys & Girls Clubs of America survey, administered once annually in the Spring.

(e) Sample Size: Sample Group will consist of regular attendees (2 times per week or more) in the E. Altamonte & Midway Boys & Girls Club programs. Different age groups will be surveyed to reflect proportions for Branches as a whole. Sample Size = approximately 40 (E. Altamonte) & approximately 35 (Midway)

(f) Response Rate:

Indicators: Make positive choices about personal safety, drug & alcohol use, nutrition, & sexuality

(a) Area(s): knowledge, behaviors, attitudes

(b) Population: Number of clients: at-risk youth, ages 6-18, who are regularly attending members of our E. Altamonte Club and Midway Clubs. Average daily attendance at E. Altamonte is 65-70 youth, at Midway is 80-90 youth.

(c) Dates: Survey to measure impact of Club Health & Life Skills programming administered annually in the Spring.

(d) Tools: Engage members in SMART Moves drug & alcohol abuse and teen pregnancy prevention programming, measure impact of programming with Boys & Girls Clubs of America survey, administered once annually in the Spring.

(e) Sample Size: Sample Group will consist of regular attendees (2 times per week or more) in the E. Altamonte & Midway Boys & Girls Club programs. Different age groups will be surveyed to reflect proportions for Branches as a whole. Sample Size = approximately 40 (E. Altamonte) & approximately 35 (Midway)

(f) Response Rate:

Quarterly results for Outcome 3:

Successes:

Challenges:

PROGRAM LOGIC MODEL (Continued)

**This section must be completed by agency's Executive Director or Program Manager*

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

Please describe any challenges or successes that may have impacted your agency's ability to perform.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Release of Maintenance Agreements with Letter of Credit - Astor Farms Ph 3

DEPARTMENT: Environmental Services **DIVISION:** Business Office

AUTHORIZED BY: John Cirello **CONTACT:** Becky Noggle **EXT:** 2143

MOTION/RECOMMENDATION:
Approve release of original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of $16,826.39 for the project known as Astor Farms Ph 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 Agreement with Letter of Credit #P002434 (Toll Orlando Limited Partnership) in the amount of $16,826.39 for the project known as Astor Farms Ph 3.

STAFF RECOMMENDATION:
Staff recommends release of original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of $16,826.39 for the project known as Astor Farms Ph. 3.

ATTACHMENTS:

1. Maint Agreement w/ LOC

Additionally Reviewed By:
No additional reviews

Toll Brothers
LAND DEVELOPMENT

Paving The Way For America's Luxury Home Builder

April 4, 2007

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

Re: Release of Letter of Credit- Astor Farms Phase 3

Dear Ms. Noggle:

Per our conversation, please initiate the release of the Letter of Credit of Maintenance for the water and sewer systems for the Astor Farms Phase 3 community. This project has passed the two year bond inspection and no deficiencies noted at this time.

The Letter of Credit is with Suntrust, Letter of Credit Number P002434.

Should you have any questions, please don't hesitate to contact us.

Sincerely,

Toll Brothers, Inc.

Andre M. Vidrine, P.E
Director of Land Development

CC: Kevin Stine
AF 1208

March 27, 2007

Toll Brothers Company
2966 Commerce Park Dr.
Suite 100
Orlando, FL 32819

Re: Maintenance Agreement w/ LOC

Project Name: Astor Farms Ph 3
LOC# P002434
Amount: $16,826.39
District #5

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **3/26/07** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **3/26/07**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

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

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

Sincerely,

David Jackson
Sr. Utilities Inspector

c: Project File

SEMINOLE COUNTY LAND DEVELOPMENT CODE

MAINTENANCE AGREEMENT
(Water and Sewer Improvements)

THIS AGREEMENT is made and entered into this day of August 16, 2005 between TOLL ORLANDO LIMITED PARTNERSHIP, 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 PRESERVE AT ASTOR FARMS, PHASE 3, a Plat of which is recorded in Plat Book 66, Pages 40 through 43, Public Records of Seminole County; and

WHEREAS, the aforesaid water and sewer improvements were made pursuant to certain plans and specifications dated **March, 2000**, (as subsequently revised or amended) and filed with the Utilities Manager of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of road improvements and to maintain said water and sewer improvements for a period of two (2) years from January 7, 2005; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY, a certain Irrevocable Letter of **Credit No. P002434, dated August 9, 2006,** and issued by **SUNTRUST Bank, N.A.**, in the sum of **Sixteen Thousand Eight Hundred Twenty Six and 39/100 ($16,826.39).**

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 **Sixteen Thousand Eight Hundred Twenty Six and 39/100 ($16,826.39)** on the 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 7, 2005, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Utilities Manager 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.

RETURN TO SANDY MCCANN

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 PRINICPAL, both at law and in equity, including specifically, specific performance, to which the PRINCIPAL unconditionally agrees.

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

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

WITNESS:

ENVIRONMENTAL SERVICES
SEMINOLE COUNTY, FLORIDA

Utilities Manager

Date: 10/18/05

Signed, sealed and delivered
In the presence of:

Guy Trussell

Tracy McFadden

TOLL ORLANDO LIMITED PARTNERSHIP,
a Florida limited Partnership

By: TOLL FL GP CORP., a Florida Corporation, its General Partner

By: _____
WILLIAM D. MORRISEY
VICE PRESIDENT

Date: _____

SUNTRUST

IRREVOCABLE LETTER OF CREDIT P002434

LETTER OF CREDIT NUMBER: P002434

ISSUANCE DATE: AUGUST 9, 2005

APPLICANT:
TOLL ORLANDO LIMITED PARTNERSHIP
C/O FIRST HUNTINGDON FINANCE CORP.
250 GIBRALTAR ROAD
HORSHAM, PA 19044
ATTN: LC ADMIN/CORP ACCOUNTING

BENEFICIARY:
SEMINOLE COUNTY BOARD OF COUNTY
COMMISSIONERS, SEMINOLE COUNTY
SERVICES BUILDING
1101 EAST FIRST STREET
SANDFORD, FL 32771

FOR USD $16,826.39
(SIXTEEN THOUSAND EIGHT HUNDRED TWENTY SIX AND 39/100 U.S. DOLLARS)

DATE OF EXPIRATION: OCTOBER 15, 2006

PLACE OF EXPIRATION: AT OUR COUNTERS

DEAR COMMISSIONERS:

BY ORDER OF TOLL ORLANDO LIMITED PARTNERSHIP, C/O FIRST HUNTINGDON FINANCE CORP., WE HEREBY ESTABLISH AN IRREVOCABLE LETTER OF CREDIT NO. P002434 IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON SUNTRUST BANK UP TO AN AGGREGATE AMOUNT OF U.S. $16,826.39 AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY A SIGNED STATEMENT OF THE BOARD OF COUNTY COMMISSIONERS THAT THE MAINTENANCE AGREEMENT DATED JANUARY 7, 2005, BETWEEN LANDSTAR DEVELOPMENT CORP. AND SEMINOLE COUNTY IS IN DEFAULT. PURSUANT TO THE ASSET PURCHASE AGREEMENT BETWEEN TOLL ORLANDO LIMITED PARTNERSHIP AND LANDSTAR

SUNTRUST

DEVELOPMENT CORPORATION, ALL AGREEMENTS AND/OR CONTRACTS HAVE BEEN ASSIGNED FROM LANDSTAR DEVELOPMENT CORPORATION TO TOLL ORLANDO LIMITED PARTNERSHIP.

DRAFTS MUST BE DRAWN AND PRESENTED ON OR BEFORE OCTOBER 15, 2006, AND EACH DRAFT MUST STATE THAT IT IS DRAWN UNDER SUNTRUST BANK IRREVOCABLE LETTER OF CREDIT NO. P002434 DATED AUGUST 9, 2005 AND THE AMOUNT THEREOF ENDORSED ON THIS LETTER OF CREDIT. THE BANK AGREES THAT THIS LETTER OF CREDIT SHALL AUTOMATICALLY RENEW ITSELF FOR SUCCESSIVE ONE-YEAR PERIODS UNLESS THE BANK SHALL GIVE NOTICE TO YOU NO LATER THAN THIRTY (30) 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 TOLL ORLANDO LIMITED PARTNERSHIP.

UPON TENDER OF PAYMENT, YOU WILL RELEASE TO THE BANK THE ORIGINAL IRREVOCABLE LETTER OF CREDIT MARKED "CANCELLED." IN ANY EVENT, UPON EXPIRATION OF THE MAINTENANCE AGREEMENT DATED JANUARY 7, 2005, AND THE COMPLETION OF TOLL ORLANDO LIMITED PARTNERSHIP'S OBLIGATIONS THEREUNDER, YOU WILL RETURN THE ORIGINAL LETTER OF CREDIT TO THIS BANK MARKED "CANCELLED."

WE HEREBY AGREE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AND DELIVERY OF THE DOCUMENTS SPECIFIED ABOVE TO SUNTRUST BANK, 25 PARK PLACE, 16TH FLOOR, LETTER OF CREDIT DEPARTMENT – MC3706, ATLANTA, GEORGIA 30303 ON OR BEFORE OCTOBER 15, 2006 OR ANY AUTOMATICALLY EXTENDED DATE.

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 COST AND REASONABLE ATTORNEY'S FEES, BUT SUNTRUST BANK SHALL NOT BE RESPONSIBLE FOR ANY ATTORNEY'S FEES IN EXCESS OF FIFTEEN PERCENT (15%) OF THE AGGREGATE AMOUNT OF THIS LETTER OF CREDIT.

SUNTRUST

IRREVOCABLE STANDBY LETTER OF CREDIT No. P002434 Page 3
THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: P002434

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 7, 2005 AND REFERENCED HEREIN.

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

SINCERELY,
SUNTRUST BANK

AUTHORIZED SIGNATURE
SHARON ANDERSON, AVP
MANAGER, STANDBY LETTERS OF CREDIT
106

14617 (8/02)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Release of Water & Sewer Cash Maintenance Bond – Oviedo Crossroads III

DEPARTMENT: Environmental Services **DIVISION:** Business Office

AUTHORIZED BY: John Cirello **CONTACT:** Becky Noggle **EXT:** 2143

MOTION/RECOMMENDATION:
Approve release of the original Water and Sewer Cash Maintenance Bond in the amount of $4,272.40 for the project known as Oviedo Crossroads III.

District 1 Bob Dallari

Bob Briggs

BACKGROUND:
The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division.

Release Cash Maintenance Bond (Oviedo Crossroads III LLC.) in the amount of $4,272.40 for water and sewer which was accepted by submission into County Records Memorandum dated April 8, 2005 for the project known as Oviedo Crossroads III. See attached, the copy of the original Cash Maintenance Bond.

STAFF RECOMMENDATION:
Staff recommends that the Board approve release of the original Water and Sewer Cash Maintenance Bond in the amount of $4,272.40 for the project known as Oviedo Crossroads III.

ATTACHMENTS:

1. Oviedo Crossroads III

Additionally Reviewed By:
No additional reviews

WATER AND SEWER IMPROVEMENTS CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Oviedo Crossroads III, L.L.C., as PRINCIPAL is held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of (See Below) DOLLARS ($_____), 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 _____, _____, 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 January 26, 2004 including surveying, engineering, and land clearing, for Oviedo Crossroads PhIII 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, 2005.

400 High Point Dr, Suite 500 Oviedo Crossroads III, LLC (PRINCIPAL)
Address

By: _____ (Signature)
T.A. Vani, President
Its S&S Enterprises, Inc. (Title)
Its managing member

Cocoa, FL 32926

[CORPORATE SEAL]

sum of Four thousand two hundred seventy two and 40/
100 dollars ($4,272.40).

Sanitary Sewer	$1,053.50
Water	2,317.40
Fire Line/Hydrnt	901.50
	$4,272.40

ESCROW AGREEMENT
(Water and Sewer Improvements)

THIS AGREEMENT is made and entered into this _____ day of February, 20 05, between Oviedo Crossroads III, LLC, hereinafter referred to as "DEVELOPER," Developer of Oviedo Crossroads PhIII Subdivision, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, hereinafter referred to as "COUNTY".

WITNESSETH:

1. The DEVELOPER hereby deposits in escrow with the COUNTY, the sum of ** DOLLARS ($____) to guarantee that all water and sewer improvements set forth on plans and specifications for the above subdivision will be fully completed and paid for.

**Four thousand two hundred seventy two and 40/100 dollars ($4,272.40)

2. The COUNTY agrees to hold said funds and to pay same out in the following manner:

(a) To the DEVELOPER upon request and upon proof satisfactory to the COUNTY that work has progressed satisfactorily to the phase of development for which the payment is made, said proof to include a certificate to that effect signed by the DEVELOPER and the COUNTY's Director of Environmental Services and upon proof satisfactory to the COUNTY that all bills therefor have been paid to date, including, but not limited to, bills for surveying, engineering and land clearing, and work and material used in the construction of water and sewer distribution systems which are included in the plan of development.

(b) Upon a determination that any portion or all of the said improvements have not been performed by the DEVELOPER within 730* calendar days from the date of this Agreement, the COUNTY is hereby authorized, but not obligated, to take over and perform any such uncompleted work and to use for such purposes the funds so deposited in escrow. *2 years

(c) The COUNTY is authorized to pay any bills for said improvements upon proof satisfactory to the COUNTY that such claims are just and unpaid and the DEVELOPER hereby consents to any such payments and authorizes and ratifies any such action on the part of the COUNTY and agrees to protect and save harmless the COUNTY from any claims of any person whomsoever on account of any improvements which have not been completed or for which payment has not been made.

(d) Ten percent (10%) of the entire escrow deposit shall be held by the COUNTY pending final completion of improvements and certification by the DEVELOPER's engineer and the COUNTY's Director of Environmental Services that the improvements have been completed satisfactorily and that all work and materials have been paid in full.

(e) Upon the COUNTY's determination that all work has been satisfactorily completed and all bills for work and materials paid, the COUNTY shall return to the DEVELOPER any funds remaining in the escrow account.

THIS AGREEMENT, signed and sealed, the day and year above written.

ATTEST:

n/a
,Secretary

[CORPORATE SEAL]

DEVELOPER OVIEDO CROSSROADS III, LLC

By: _____
T.A. Vani ,President
S&S Enterprises, Inc.
it's managing member

WITNESSES:

DEPARTMENT OF ENVIRONMENTAL SERVICES
UTILITIES DIVISION
SEMINOLE COUNTY, FLORIDA

Utilities Manager

Date: 4/7/05

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

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 7 day of April, 2005, by Gary Lee Rudolph, the Utilities Manager of SEMINOLE COUNTY, a political subdivision of the State of Florida, on behalf of the County. He/she is personally known to me or has produced _____ as identification.

Debra K. Meinert

NOTARY SEAL

DEBRA K. MEINERT
Notary Public - State of Florida
My Commission Expires Nov 21, 2008
Commission # DD 373915
Bonded By National Notary Assn.

Seminole County Water & Sewer
CONNECTION FEES

Name - OVIEDO CROSSROADS III, LLC
Address 400 HIGH POINT DR.
City SUITE 500
Phone COCOA, FL 32926

Subdivision OVIEDO CROSSROADS III System _____
No. _____
Lot No. _____ Street _____ Work Order No. _____

TO BE PLACED INTO ESCROW FOR 2 YEAR
MAINT. BOND WITH ESCROW AGREEMENT.

✓ # 303-00001051

PAID:

Misc.	$	4,272.40
Water	$	
Sewer	$	
Subtotal	$	
Meter Set	$	
Subtotal	$	
Deposit	$	
Total	$	4,272.40

By B. NOGGLE _____ Date 4/5/05

24 Hour Advance Notice Required Before Pick Up.
Consumers: 678-8896 - Winter Park
Greenwood: 321-0349 - Lake Mary

White copy - office copy Green copy - finance Canary - deposit copy
Pink - consumer copy Goldenrod - development file copy

Utility Agreement

BCC Approved X

BCC Pending Approval _____

Noggle, Becky

From: Kellie Kelly [kellie@ss-fl.com]
Sent: Monday, April 09, 2007 5:05 PM
To: Noggle, Becky
Subject: Cash Maintenance Bond - Oviedo Crossroads III, LLC

Becky
Per our conversation, we would like our cash bond returned to Oviedo Crossroads III, LLC. The amount of the bond is $4,272.40 plus any applicable interest earned. You can mail a check to my attention at the address noted below. Please feel fee to email or call me if you need further information from me.
Thank you for your prompt attention to this.

Kellie D. Kelly
S&S Enterprises, Inc.
400 High Point Drive
Suite 500
Cocoa, FL 32926
321-636-0200
321-636-8406 - fax

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

March 21, 2007

Oviedo Crossroads III LLC.
400 High Point Dr.
Suite 500
Cocoa, FL 32926

Re: Cash Maintenance Bond

Project Name: Oviedo Crossroads III
Ck# 203-00001051
Amount: $4,272.40
District #1

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **3/21/07** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of **3/21/07**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

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

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

Sincerely,

Chip Tyre
Sr. Utilities Inspector

c: Project File

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Cultural Facilities Grant Application

DEPARTMENT: Fiscal Services **DIVISION:** Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Jennifer Bero **EXT:** 7125

MOTION/RECOMMENDATION:
Approve to resubmit a grant application to the Florida Arts Council for the Cultural Facilities Grant Program for Fiscal Year 2008/2009; approve and authorize the Chairman to execute the implementing resolution; and authorize the County Manager to execute supporting documents.

County-wide

Jennifer Bero

BACKGROUND:

The Florida Department of State, Florida Arts Council is offering the Cultural Facilities Grant Program for Fiscal Year 2008/2009 to provide support in funding renovation, construction, or acquisition of cultural facilities. Staff is seeking approval to resubmitt an application for the construction of the Museum of Seminole County History – Education Multi-Purpose Building.

The Education Multi-Purpose Building would allow space to display historical farming equipment, process new artifacts, temporarily house traveling exhibits, and provides greater space for research and reference materials. Additionally, proposed meeting space will be used for educational programs to develop and improve historical awareness in Seminole County.

Prepared by our grants consultant, the application would request $500,000 with a required match of $1,000,000 from the current project budget.

The application deadline is June 29, 2007. The Division of Cultural Affairs will evaluate the applications July through October 2007, and provide funding recommendations for review by the Legislature March through April 2008. Those projects selected for funding must occur between July 1, 2008, and April 1, 2010. State funds may not be used for expenses incurred or obligated prior to or after this grant period.

This grant application is separate and apart from the current 2007 State Funding Request and will not affect the 2007 anticipated special appropriation from the State.

STAFF RECOMMENDATION:

Staff recommends the Board approve to resubmit a grant application to the Florida Arts Council for the Cultural Facilities Grant Program for Fiscal Year 2008/2009; approve and authorize the Chairman to execute the implementing resolution; and authorize the County Manager to execute supporting documents.

ATTACHMENTS:

1. Resolution

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

Resolution No. SEMINOLE COUNTY, FLORIDA

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF MAY 8, 2007.

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

Project Title: Museum of Seminole County History – Education Multi-purpose Building

Total Estimated Cost: $1,500,000

WHEREAS, the State of Florida Department of Community Affairs (DCA), through its Cultural Facilities Grant Program administered by the Florida Arts Council, provides a significant, potential, and necessary source of funding for this project; and

WHEREAS, obtaining grant funding in the amount of Five Hundred Thousand and no/100 dollars ($500,000), in conjunction with locally generated matching funds of One Million and no/100 dollars ($1,000,000) would render sufficient funding for the completion of the project;

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

1. The foregoing recitals are incorporated herein by reference and are deemed as findings of fact by the Board.
2. The Museum of Seminole County History – Education Multi-purpose Building is hereby authorized subject to receipt of sufficient grant

funding from the DCA.

3. Be if further resolved that the Acting Library Services Director is authorized to make application to the Florida Arts Council for a grant in the amount of Five Hundred Thousand and no/100 dollars ($500,000) and that the Board shall enter into a binding agreement with the State as a condition of being awarded the grant.

4. The County has the ability and intention to finance the local share of the project costs and that the project will be operated and maintained at the expense of the Seminole County Board of County Commissioners for public use.

ADOPTED this 8th day of May, 2007

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

CARLTON HENLEY, Chairman

Date: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Florida Recreation Development Assistance Program (FRDAP)- Jetta Point Grant Proposal

DEPARTMENT: Fiscal Services **DIVISION:** Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Jennifer Bero **EXT:** 7125

MOTION/RECOMMENDATION:
Approve to terminate the FY 05/06 Florida Recreation Development Assistance Program (FRDAP) grant agreement with the Florida Department of Environmental Protection for the development of Jetta Point Park; approve to resubmit an application for the FY 08/09 FRDAP grant cycle for the same; and authorize the County Manager to execute supporting documents.

County-wide

Jennifer Bero

BACKGROUND:

The Florida Department of Environmental Protection offers the FRDAP Grant Program to assist in the acquisition and development of public recreation areas and facilities throughout the State of Florida. In the 05/06 cycle, Seminole County submitted an application to this reimbursement program for the development of Jetta Point Park and the grant was awarded in the amount of $200,000.

The construction timeline for this project is no longer congruent with the FRDAP grant agreement which expires April 2008. In an effort to secure grant funds consistent with the construction timeline, staff is requesting approval to terminate the FY 05/06 FRDAP grant agreement and reapply for the FY 08/09 grant cycle (no actual funds were received). The application resubmission would allow Seminole County the opportunity to utilize the grant funds to supplement the cost to develop the park under the current plans. The proposed application would request $200,000 with a 100% match. The match would be accommodated by the existing project budget allocated by the Leisure Services Department.

STAFF RECOMMENDATION:

Staff recommends the Board approve to terminate the FY 05/06 Florida Recreation Development Assistance Program (FRDAP) grant agreement with the Florida Department of Environmental Protection for the development of Jetta Point Park; approve to resubmit an application for the FY 08/09 FRDAP grant cycle for the same; and authorize the County Manager to execute supporting documents.

ATTACHMENTS:

1. Abstract
2. Withdrawal Request

Additionally Reviewed By:
No additional reviews

GRANT PROPOSAL REVIEW FORM – ABSTRACT
GRANTS ADMINISTRATION DIVISION

FUNDER: Florida Department of Environmental Protection

DATE DUE: September 14, 2007 (anticipated)

PROJECT TITLE: Jetta Point Park

DEPARTMENT: Library and Leisure Services

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

PROJECT MANAGER: Joe Gasparini, Parks and Recreation Manager

PROJECT DESCRIPTION: As presented by PBS&J, development of Jetta Point Park includes amenities such as lighted multi-purpose fields, lighted softball fields, playgrounds, hiking/biking trails, an equestrian area, restroom and concession buildings , pavilions, parking, and a maintenance facility. The targeted completion date for construction is the Summer of 2010.

TOTAL AMOUNT REQUESTED: $ 200,000

MATCHING FUNDS (IF APPLICABLE): $ 9,700,000

SOURCES OF MATCH: Existing CIP Funds in the FY 06/07 budget

TOTAL PROJECT COST: $ 9,900,000

GRANT FUNDING IS:

☒COMPETITIVE ☐ ENTITLEMENT ☐ CONTRACT

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

May 9, 2007

Ms. Diane Langston
Florida Department of Environmental Protection
Office of Information and Recreation Services
3900 Commonwealth Blvd., MS 585
Tallahassee, FL 32399-3000

RE: Jetta Point Park
FRDAP Project No. F06084

Dear Ms. Langston:

During their meeting held May 8, 2007, the Seminole County Board of County Commissioners approved to return the above referenced grant award. Due to unforeseen delays with developing Jetta Point Park, we are unable to complete the necessary components to satisfy the requirements of the grant agreement by the April 30, 2008 deadline.

Although we are withdrawing the grant award, the Board has elected to resubmit an application for the program's FY 08/09 grant cycle. It is anticipated any future funding awards would be more conducive to the construction timeline as presented by our contracted engineering firm.

We appreciate your cooperation and look forward to your response regarding our forthcoming grant submittal.

Sincerely,

Cynthia A. Coto
County Manager

CAC/jb

cc: Joe Gasparini, Parks and Recreation Manager
Jennifer Bero, Grants Administrator

1101 EAST FIRST STREET SANFORD FL 32771-1468 TELEPHONE (407) 665-7219 FAX (407) 665-7958

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #07-56- $92,000 - Economic Development - 17-92 Redevelopment Fund

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Polk **EXT:** 7177

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Budget Amendment Resolution (BAR) from the 17-92 Redevelopment Fund in the amount of $92,000 for professional services related to the establishment of a Community Redevelopment Area (CRA) Wayfinding and Public Signage Program and a joint project with City of Sanford to establish a Transportation Concurrency Exemption Area (TCEA) along U.S. 17-92 - Economic Development.

County-wide

Lin Polk

BACKGROUND:
This will appropriate $42,000 for professional services related to the establishment of a Community Redevelopment Area (CRA) Wayfinding and Public Signage Program as approved by the Board on 11/17/06. Also, it will appropriate $50,000 for a joint project with the City of Sanford to establish a Transportation Concurrency Exemption Area (TCEA) along U.S. 17-92 as approved by the Board on 4/10/07. The resulting reserve balance will be $2,149,707.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Budget Amendment Resolution (BAR) from the 17-92 Redevelopment Fund in the amount of $92,000 for professional services related to the establishment of a Community Redevelopment Area (CRA) Wayfinding and Public Signage Program and a joint project with City of Sanford to establish a Transportation Concurrency Exemption Area (TCEA) along U.S. 17-92 - Economic Development.

ATTACHMENTS:

1. Resolution

Additionally Reviewed By:
No additional reviews

2007-R- **BUDGET AMENDMENT REQUEST**

DFS Recommendation	
Ryan Switzer Analyst	4/16/2007 Date
Budget Mgr	Date
Director	Date

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

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

PURPOSE: Appropriate $42,000 for professional services related to the establishment of a CRA Wayfinding and Public Signage Program as approved by the BCC on 11/17/06. Also, appropriate $50,000 for a joint project with the City of Sanford to establish a Transportation Concurrency Exemption Area along US 17-92 as approved by the BCC on 4/10/07. The resulting reserve balance will be $2,149,707.

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

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

Sources:

Account Number	Project #	Account Title	Amount
13300.999987.599998		Reserves for Contingency	92,000
Total Sources			**$92,000**

Uses:

Account Number	Project #	Account Title	Amount
13300.011102.530310		Professional Services	42,000
13300.011102.580811		Aids to Government Agencies	50,000
Total Uses			**$92,000**

BUDGET AMENDMENT RESOLUTION

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

Attest:

_____
Maryanne Morse, Clerk to the
Board of County Commissioners

Date: _____

By: _____
Carlton Henley
Chairman

Date: _____

Entered by County Finance Department

_____

Date: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Transportation Concurrency Exemption Area

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

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

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

County-wide

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

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

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

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

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

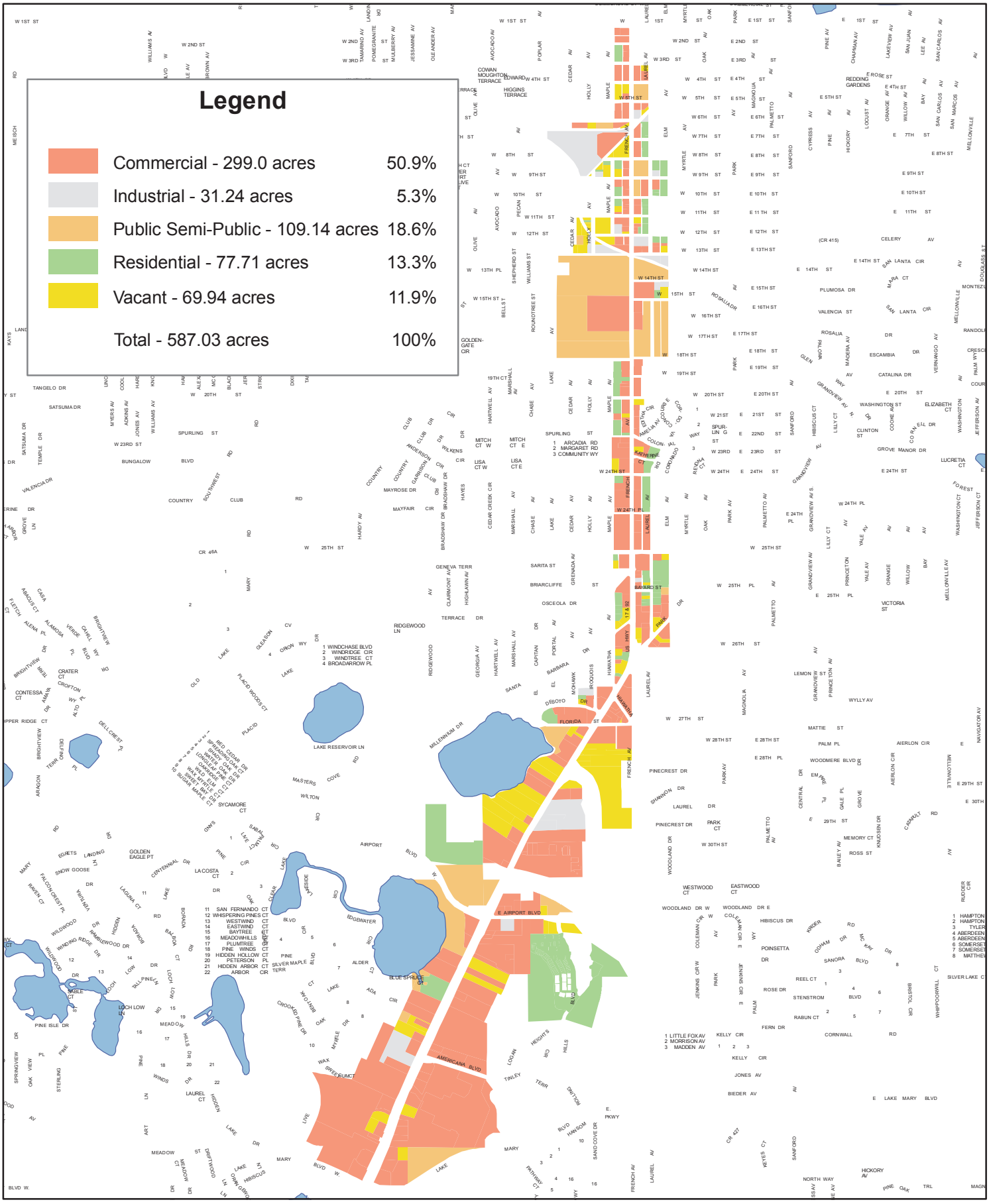
US 17-92 corridor which will increase property values and local government revenues.

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

ATTACHMENTS:

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

Reviewed By:



Proposed
17-92 Transportation Concurrency Exception Area

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

January, 2007

I. Purpose and Background

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

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

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

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

III. Required Services:

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

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

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

IV. Deliverables:

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

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

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

Item # 8

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM
US 17-92 COMMUNITY REDEVELOPMENT AGENCY

SUBJECT: US 17-92 Corridor Wayfinding and Public Signage Program

DEPARTMENT: Economic Development **DIVISION:** US 17-92 CRA

AUTHORIZED BY: William McDermott **CONTACT**: Kevin Fall **EXT.** 7133

Agenda Date 11/07/06 **Regular** ☒ **Consent** ☐ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Request the US 17-92 Community Redevelopment Agency (CRA) authorize an appropriation from the 17-92 CRA Redevelopment Trust Fund in the amount of $40,000 for professional services necessary to proceed with the establishment of a CRA Wayfinding and Public Signage Program.

BACKGROUND:

On October 27, 2006, the US 17-92 Redevelopment Planning Agency (RPA) authorized forwarding a recommendation to the US 17-92 CRA to utilize CRA funds (not to exceed $40,000) for professional services necessary to proceed with the design and development of a 17-92 Corridor Wayfinding and Public Signage Program.

The primary goal of the program is to develop a unique and identifiable wayfinding system that also serves to create a visual identity for the corridor.

The proposed scope of services is attached and will be utilized as the basis for a professional services contract. Upon authorization of funds, the CRA staff will utilize the County's procurement system in competitively bidding this project. A work order will be negotiated with the selected vendor and will be brought back to the CRA Board for execution.

The US 17-92 corridor is a designated community redevelopment area. The design, establishment and implementation of a wayfinding and public signage program will serve several objectives of the adopted Redevelopment Plan:

- Aesthetics – Enhance the visual and aesthetic qualities of the redevelopment area through streetscape, landscape, hardscape and gateway projects

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: _____
CM: _____

File No. CRA 8

- Land Development Regulations – Develop a specific corridor overlay zoning district and consolidate local regulations into one reasonable and consistent set of corridor standards for new development and redevelopment
- Economic Development – Eliminate blight conditions in the redevelopment area which constitute an economic and social liability

Funds are available in the Public Spaces and Streetscape Improvement Fund within the adopted FY06/07 US 17-92 CRA budget.

Attachment: Proposed Scope of Services

US 17-92 COMMUNITY REDEVELOPMENT AGENCY

Wayfinding and Public Signage Program for US 17-92 Corridor

The US 17-92 Community Redevelopment Agency is seeking a professional community design and land planning firm to assist with the development, design and implementation of a Wayfinding and Public Signage Program for the US 17-92 corridor in Seminole County. The primary goal of the project is to develop a unique and identifiable wayfinding and public signage program that also serves to create a visual identity for the corridor. The project will be administered by the US 17-92 Redevelopment Planning Agency, an advisory committee of the US 17-92 Community Redevelopment Agency.

SCOPE OF SERVICES

1. Data Gathering - The consultant shall conduct a wayfinding and public signage analysis of the corridor and the areas adjacent to the corridor to acquire the informational data pertaining to:

Landmarks	Gateway Features
Top Destinations	Community Identity
Informational Signage	Pedestrian Directional Signs
Vehicle Directional Signs	Regulatory Signage
Parking Identification	Building Entrance Identification
Address Information	Building Identification
Physical Structure	Architectural Character
Community Character	Traffic Circulation
Points of Entry	Applicable ADA Codes/Considerations
Existing Signage Standards	Signage Code Requirements

2. Analysis - The consultant shall prepare a Project Summary which provides:
   - A review of the proposed wayfinding methodology
   - List of proposed terminology for all facilities and destinations
   - The circulation patterns affecting each destination
   - Schematic designs of proposed key sign types
   - Anticipated ongoing maintenance for various sign types
   - Preliminary budget guidelines for system implementation

3. Design - The consultant shall prepare detailed designs for each sign type proposed including sign configurations, formats, print styles, color themes, mounting locations, illumination and installation/construction. The designs should appear as color renderings as they might appear on site.

4. Documentation - The consultant shall present a Sign Location Plan which identifies the location of each proposed sign and the documentation necessary for

the purchase, fabrication and installation of the wayfinding/public signage system. The Sign Location Plan shall also contain a schedule of implementation for the proposed system.

5. Implementation - The consultant shall assist the CRA in evaluating compliance with the design intent, reviewing the installation process to ensure contractor understanding, and conduct final inspection at the completion on the installation of all signs proposed within the Sign Location Plan.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #07-57 - $2,800,000 - Public Works - 2001 Infrastructure Sales Tax & Public Works Grants Funds

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Polk **EXT:** 7177

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Budget Amendment Resolution from the 2001 Infrastructure Sales Tax & Public Works Grants Funds in the amount of $2,800,000 for changes in revenues, scheduling, and accounting adjustment related to the State Road 46 Gateway Sidewalk project.

County-wide

Lin Polk

BACKGROUND:

This budget amendment resolultion (BAR) is to recognize additional funding needed for the design of the State Road 46 Gateway Sidewalk project, stretching two miles from Rinehart Road to Airport Boulevard, and to move the project from the 2001 Infrastructure Sales Tax Fund to the Public Works Grants Fund. The construction funding, originally scheduled for the current Fiscal Year, is being rescheduled for FY 2008/09. The design portion of this project is completely funded through a Local Agency Program (LAP) Agreement with the Florida Department of Transportation. Supplemental LAP Agreement Number 3 is included in this meeting's Consent Agenda.

Recap of Project Budget

Fiscal Year 2006/07 Budget	Design	Construction	Total
Current Budget	$ 200,000	$ 2,200,000	$ 2,400,000
Amendment Request	200,000	(2,200,000)	(2,000,000)
Adjusted Budget	400,000	0	400,000
Anticipated future costs	0	3,128,000	3,128,000
Total Estimated Project Cost	$ 400,000	$ 3,128,000	$ 3,528,000

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Budget Amendment Resolution from the 2001 Infrastructure Sales Tax & Public Works Grants Funds in the amount of $2,800,000 for changes in revenues, scheduling, and accounting adjustment related to the State Road 46 Gateway Sidewalk project.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By:
No additional reviews

2007-R- **BUDGET AMENDMENT REQUEST**

FS Recommendation	
Fredrik V Coulter Analyst	4/18/07 Date
Budget Manager	Date
Director	Date

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

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

PURPOSE: This budget amendment resolultion (BAR) is to recognize additional funding needed for the design of the State Road 46 Gateway Sidewalk project, stretching two miles from Rinehart Road to Airport Boulevard, and to move the project from the 2001 Infrastructure Sales Tax Fund to the Public Works Grants Fund. The construction funding, originally scheduled for the current Fiscal Year, is being rescheduled for FY 2008/09. The design portion of this project is completely funded through a Local Agency Program (LAP) Agreement with the Florida Department of Transportation. Supplemental LAP Agreement Number 3 is included in this meeting's Consent Agenda.

Recap of Project Budget:

Fiscal Year 2006/07 Budget:	Design	Construction	Total
Current Budget	$ 200,000	$ 2,200,000	$ 2,400,000
Amendment Request	200,000	(2,200,000)	(2,000,000)
Adjusted Budget	400,000	-	400,000
Anticipated future costs	-	3,128,000	3,128,000
Total Estimated Project Cost	$ 400,000	$ 3,128,000	$ 3,528,000

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

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

Sources:

Account Number	Project #	Account Title	Amount
11541.077541.560670	00255801	Roads	$ 2,200,000
11541.077541.560680	00255801	Construction and Design	200,000
11916.334490	00255801	Transportation Revenue Grant	400,000
Total Sources			**$ 2,800,000**

Uses:

Account Number	Project #	Account Title	Amount
11541.334490		Transportation Revenue Grant	$2,200,000
11541.334490	00255801	Transportation Revenue Grant	200,000
11916.077516.560680	00255801	Construction and Design	400,000
Total Uses			**$ 2,800,000**

BUDGET AMENDMENT RESOLUTION

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

Attest:

_____
Maryanne Morse, Clerk to the
Board of County Commissioners

Date: _____

By: _____
Carlton Henley
Chairman

Date: _____

Entered by County Finance Department

_____

Date: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #07-59 - $1,339,539 - Environmental Services - Water and Sewer Bonds, Series 2006

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Polk **EXT:** 7177

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Budget Amendment Resolution from Water and Sewer Bonds, Series 2006 in the amount of $1,339,539 for the Elder Road/Orange Boulevard water main project.

County-wide

Lin Polk

BACKGROUND:
This is an additional appropriation for the Elder Road/Orange Boulevard Water Main Project due to a main extension of 4,500 feet. The water main is being extended to improve the hydraulics of the utility infrastructure. The estimated total project cost is $3,400,647 with an anticipated completion of December 2008. The project is being partially funded from Water and Sewer Bond Reserves and from CIP 0025402, FDOT I-4 SR 46 Utility project, that the Florida Department of Transportation has rescheduled to the future.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute a Budget Amendment Resolution from Water and Sewer Bonds, Series 2006 in the amount of $1,339,539 for the Elder Road/Orange Boulevard water main project.

ATTACHMENTS:

1. BAR 07-59

Additionally Reviewed By:
No additional reviews

2007-R- **BUDGET AMENDMENT REQUEST**

FS Recommendation

K Hufman	4/17/07
Analyst	Date
Budget Manager	Date

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Environmental Services**
Fund(s): Water and Sewer Bonds, Series 2006

PURPOSE: Additional appropriation for the Elder Road/Orange Boulevard Water Main Project due to main extension of 4,500 feet. Estimated total project cost is $3,400,647 with an anticipated completion of December 2008. Project is being partially funded from Water and Sewer Bond Reserves and from a project that the Florida Department of Transportation has rescheduled to the future.

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
40105.999915.599994		Reserve for Capital Improvements	1,204,539
40105.087817.560650	00254202	Construction in Progress (FDOT I-4 SR 46 Utility)	134,790
Total Sources			**$ 1,339,329**

Uses:

Account Number	Project #	Account Title	Amount
40105.087817.560650	00216501	Construction in Progress (Elder Road/Orange Blvd Water Main)	1,339,329
Total Uses			**$ 1,339,329**

BUDGET AMENDMENT RESOLUTION

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

Attest:

By:

Maryanne Morse, Clerk to the
Board of County Commissioners

Carlton Henley
Chairman

Date:

Date:

Entered by County Finance Department

Date:

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BCR #07-13 - $54,309 - Environmental Services - Water and Sewer Bonds, Series 2006

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Polk **EXT:** 7177

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute Budget Change Request (BCR) #07-13 in the amount of $54,309, for Environmental Services, from the Water and Sewer Bonds, Series 2006 for additional appropriation for the Long Pond Road Water Main Project.

County-wide

Lin Polk

BACKGROUND:

This is an additional appropriation for the Long Pond Road Water Main Project due to an increase in the diameter of the main. The estimated total project cost is $ 1,151,790 and is anticipated to be completed in July of 2008.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute BCR #07-13 in the amount of $54,309, for Environmental Services, from the Water and Sewer Bonds, Series 2006 for additional appropriation for the Long Pond Road Water Main Project.

ATTACHMENTS:

1. BCR 07-13

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY BUDGET REQUEST

Budget Division Use only:

BAR	☐	
BCR	☐	07-
DFS	☐	

DATE: 4/18/07

FROM: **Department** Environmental Services

Division Water and Sewer

WHAT IS NEEDED:

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

Detailed Explanation:

Additional appropriation for the Long Pond Road Water Main Project due to increase in diameter of main. Estimated total project cost is $ 1,151,790 and anticipated to be completed in July of 2008.

Fund # 40105 **Fund Name** Water and Sewer Bond, Series 2006

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	40105.087817.560650	00254202	Construction in Progress (FDOT I-4 SR 46 Utility)	54,309
			TOTAL	**$54,309**

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER TO	40105.087817.560650	00216901	Construction in Progress (Long Pond Road Water Main)	54,309
			TOTAL	**$54,309**

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

☐ Approval Date _____ Department/Division _____

RECOMMENDATION: ☐ Approval Date 4/17/07 Analyst Karen Hufman Budget Manager _____

APPROVING AUTHORITY: FS Director ☐ County Manager ☐ BCC ☐ Meeting Date 5/8/2007

☐ Approved ☐ Disapproved Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BCR #07-14 - $1,433,802 - Environmental Services - Water and Sewer Bonds, Series 2006

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Polk **EXT:** 7177

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Budget Change Request from the Water and Sewer Bonds, Series 2006 in the amount of $1,433,802 for additional appropriation for the Markham Road Utilities Project due to an 5,000 foot extension of the main and for directional drilling.

County-wide

Lin Polk

BACKGROUND:
This will provide additional appropriations for the Markham Woods Road Utilities Project due to an extension of the main 5,000 feet and for directional drilling. The changes are based on a constructability review and recent field constraints on a similar construction project in the near vicinity. The estimated cost of additional pipe is $981,802 and directional drilling is $452,000. The cost of additional pipe encompasses a long list of related items associated with the installation of pipe. Final values will not be determined until the bids are received. Directional drilling is needed due to limited or narrow right of aways along the route. Not utilizing this method will require the shutdown of the two lane road to a single lane for both directions of traffic during the installation, the roadway restoration, acquisition of temporary construction easements and extensive landscape restoration. Estimated total project cost is $ 4.6 million with an anticipated completion date of June 2008. The project is being funded partially from the Southeast/Lake Hayes Water Main Project Phase 3 and 4, which is being constructed by a developer, and from a project that the Florida Department of Transportation has rescheduled to the future.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute a Budget Change Request from the Water and Sewer Bonds, Series 2006 in the amount of $1,433,802 for additional appropriation for the Markham Road Utilities Project due to an extension of the main 5,000 feet and for directional drilling.

ATTACHMENTS:

1. BCR 07-14

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY BUDGET REQUEST

Budget Division Use only:

BAR	☐	
BCR	☐	07-
DFS	☐	

DATE: 5/1/07

FROM: **Department** Environmental Services

Division Water and Sewer

WHAT IS NEEDED:

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

Detailed Explanation:

Additional appropriation for the Markham Woods Road Utilities Project due to extension of main 5,000 feet and for directional drilling. Estimated total project cost is $ 4.6 million with an anticipated completion date of June 2008. Project is being funded partially from the Southeast/ Lake Hayes Water Main Project Phase 3 and 4, which is being constructed by a developer, and from a project that the Florida Department of Transportation has rescheduled to the future.

Fund # 40105 **Fund Name** Water and Sewer Bond, Series 2006

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	40105.087817.560650	00193801	Construction in Progress (SE/Lake Hayes Ph III)	569,648
	40105.087817.560650	00214401	Construction in Progress (SE/Lake Hayes Ph IV)	571,536
	40105.087817.560650	00254202	Construction in Progress (FDOT I-4 SR 46 Utility)	292,618
			TOTAL	**$1,433,802**

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER TO	40105.087817.560650	00182301	Construction in Progress (Markham Woods Road)	1,433,802
			TOTAL	**$1,433,802**

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

☐ Approval Date _____ Department/Division _____

RECOMMENDATION: ☐ Approval Date 4/17/07 Analyst Karen Hufman Budget Manager _____

APPROVING AUTHORITY: FS Director ☐ County Manager ☐ BCC ☐ Meeting Date 5/8/2007

☐ Approved ☐ Disapproved Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Natural Lands Program: “Jim Logue’s Way” Boardwalk Naming Dedication

DEPARTMENT: Leisure Services **DIVISION:** Natural Lands

AUTHORIZED BY: Don Fisher **CONTACT:** Lori Hartsock **EXT:** 7291

MOTION/RECOMMENDATION:
Approve the naming of the boardwalk at Black Hammock Wilderness Area as "Jim Logue's Way".

District 2 Michael McLean

Jim Duby

BACKGROUND:
On February 10, 2007 a request (attached) was submitted by Richard Creedon (private citizen) to name the Boardwalk at the Black Hammock Wilderness Area “Jim Logue’s Way”, after long time Black Hammock resident Mr. Jim Logue, who passed away on January 11, 2007. Jim Logue had strong ties to the Black Hammock area, established through 30 plus years of residency and tireless campaigning for the protection of this unique, rural area of Seminole County. Mr. Logue also served as the President of the Black Hammock Association and as a hearing officer for Prosecution Alternatives for Youth. The Seminole County Natural Lands Program has agreed to purchase (at a cost of less than $100.00) and install a small plaque at the kiosk and on the boardwalk to explain Mr. Logue’s contributions to the community and the dedication of the boardwalk. Consistent with the naming policy approved by the Board through resolution on October 9, 2001, this application was presented and approved by the Trails Advisory Board at their meeting on February 22, 2007 (minutes attached). Per a request, subsequent to this meeting, a resolution is forthcoming at a future Board meeting to establish “Jim Logue Day” when the actual plaques will be installed on site.

STAFF RECOMMENDATION:
Staff recommends the Board approve the naming of the boardwalk at the Black Hammock Wilderness Area as "Jim Logue's Way".

ATTACHMENTS:

1. Attachment A - Proposal for the naming of a Seminole County Park or Related Facility.pdf
2. Attachment B - Seminole County Trails and Greenways Advisory Committee Minutes .pdf

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY ADMINISTRATIVE CODE

ATTACHMENT "A"

PROPOSAL FOR THE NAMING OF A SEMINOLE COUNTY PARK OR RELATED FACILITY

This form is to be completed and submitted to the Seminole County Library & Leisure Services Department for consideration of a potential name for a park site, amenity, or facility. Final authority for the naming of a park site, amenity, or facility rests with the County Chairman and the Board of County Commissioners.

1. Individual Submitting: RICHARD CREEDON

   Group/Organization: EASTERN SEMINOLE COUNTY RURAL LANDS COALITION

   Address: P.O. BOX 553

   City, State, Zip Code: GENEVA, FL 32732-0553

   Phone Number: 407-349-1266

   E-Mail: RTCREEDON @ NETZERO.COM

2. Site Location: BLACK HAMMOCK WILDERNESS AREA

   Amenity/Facility Location: PEDESTRIAN BOARDWALK AT ABOVE SITE

   Current Name (if applicable): (NONE)

3. Proposed Name of Site/Amenity/Facility: JIM LOGUE'S WAY

4. Reasons for recommendation of proposed name. Include information regarding civic involvement of honoree, historical context of honoree in Seminole County community and related information. (Copies of documentation supporting this information may be attached to this document for consideration).
   JIM LOGUE WAS A TIRELESS CAMAIGNER FOR PRESERVING THE RURAL HERITAGE OF THE BLACK HAMMOCK FOR MORE THAN THIRTY YEARS. NAMING THE BOARDWALK AFTER HIM WOULD ACKNOWLEDGE HIS MANY YEARS OF SERVICE ON BEHALF OF THE BLACK HAMMOCK AND ALL RURAL EASTERN SEMINOLE COUNTY.

5. Additional information/comments to be reviewed as part of this proposal.

SINCERE THANKS FOR CONSIDERING OUR GOOD FRIEND FOR THIS HONOR.

Signature of Submitter

2/10/2007
Date of Submission

RICHARD T. CREEDON CO CHAIRMAN
EASTERN SEMINOLE COUNTY RURAL LANDS COALITION

James Wesley Logue, 60yr old, Lived at the Eagle Nest Ranch, in the Black Hammock since ? (still gathering this info). He was born February 20, 1946 in Tampa, FL. Died January 11, 2007 Oviedo, Fl. Mr. Logue was a Real Estate Broker. He was a member of Bible Believers Tabernacle. He was the President of the Black Hammock Association and very involved in Black Hammock preservation. He served as a Hearing Officer for Prosecution Alternatives for Youth. He is survived by his wife, Jo Anne; parents, Wesley and Bette Logue; sons, David Wesley Logue (Dana) and James Brian Logue; step-son, Arthur Warren McAuliffe (Tammy); step-daughter, Bobbie Jo McAuliffe; brother, Steven Logue (Suzanne); sisters, Susan Branan (Larry) and Melani e Logue; and seven grandchildren



SEMINOLE COUNTY TRAILS AND GREENWAYS ADVISORY COMMITTEE
Thursday, November 16, 2006
Minutes

Members in attendance:

Mike Martin
Wally Hill
Ross Pagano
Debby Reimers
Rick Smith
Judy Putz
Lisa Giltner
Cindy Gennell
Ken Holt

Staff in attendance:

Mark Lichtenheld
Cindy Matheny
Heidi Miller
Joe Gasparini

Mr. Martin called the meeting to order at 7:05 p.m.

Minutes for the November 2006 meeting were approved unanimously. Motion by Ms. Gennell, seconded by Mr. Holt.

Related Reports:

BPAC – No Report

Natural Lands – Mr. Lichtenheld reported the Air Potato Raid on January 20, 2007 went well. Over 531 participants volunteered collecting over 4,520 pounds of potatoes.

FNST – Mr. Hill shared a newspaper article published recently in the Orlando Sentinel and pointed out the bridge was not built by the Florida Trail Association, as depicted in the article.

Florida Freewheelers (Art Ackerman): Bicycles on Trails: Mr. Ackerman, member of the Florida Freewheelers Bicycle Club, stated that the committee's current letterhead depicted an image of a racing bike as opposed to a recreational bicycle, and asked for it to be removed. Mr. Smith mentioned that another committee member, Mr. Dowman, had also raised questions regarding the depiction of the wheelchair on the letterhead in the past.

Mr. Martin made a motion to have Ms. Miller change the letterhead and bring a draft to the next meeting. The motion was seconded by Ms. Reimers and passed unanimously.

Mr. Ackerman is also a certified cycling safety instructor, and gave a short presentation on bicycle safety. He informed the committee that the Freewheelers hold social bicycle rides on weekends, among other events, including fundraising for charitable causes. He stated that the club would like to fund bicycle racks along Seminole County trails. He is working with Joe Gasparini from the Parks Division to find the most suitable locations, which have to be owned by Seminole County, and asked that small signs be posted on the racks showing that they were donated by the Florida Freewheelers. Mr. Ackerman stated that the club could possible fund safety signs also. Mr. Lichtenheld pointed out that the trail rules are posted at each trailhead throughout Seminole County.

Naming of boardwalk at Black Hammock Wilderness Area "Logue's Way": Mr. Gasparini brought forth an application to name the boardwalk at Black Hammock Wilderness area "Logue's Way" after Jim Logue, a long time activist for the preservation of the Black Hammock Wilderness Area. Mr. Gasparini explained that the applicant, Richard Creedon, was seeking consensus from the board regarding the name change. Ms. Gennell stated that she would like to see Mr. Logue's first name on the plaque, making it "Jim Logue's Way". Mr. Hill agreed. Ms. Gennell made a motion to ask the Board of County Commissioners to designate the boardwalk section of the trail in the Black Hammock Wilderness Area "Jim Logue's Way". Ms. Reimers seconded the motion and it passed unanimously. Ms. Giltner voiced concern about the fact that "Logue's Way" would also include Mrs. Logue, and "Jim Logue's Way" was specifically named after Mr. Logue. Mr. Creedon stated that he felt the Logue's would agree with either choice.

Ms. Giltner asked about Mr. Dykes Sr.'s health. Mr. Lichtenheld asked Mr. Hill to update the committee at the next meeting, and staff would research previous committee correspondence concerning "honorary membership" for Mr. Wiley Dykes Sr.

Mr. Martin asked for a motion to adjourn the meeting. Mr. Hill made a motion to adjourn, seconded by Ms. Putz. The motion passed unanimously.

The meeting was adjourned at 8:56 pm.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Youth Services Agreement

DEPARTMENT: Library Services **DIVISION:** Administration - LibraryServices

AUTHORIZED BY: Jane Peterson **CONTACT:** Jane Peterson **EXT:** 1501

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute Service Agreements with Tim Scarbrough Lyndel & Co., Mash Potato Players, Banks Helfrich, Story Maker, Darren Lievman Didgeridoo, and Steve Knight Nifty Puppets to provide children's programs at the branch libraries as part of the Summer Reading Program.

County-wide

Jane Peterson

BACKGROUND:

The Library Services Department utilizes outside organizations/individuals to provide children's programs in County libraries. Per Risk Management and the County Attorney's Office, a personal service agreement and proof of insurance is required. Programmers for Summer 2007 are listed below:

Tim Scarbrough, Lyndel and Co.	$2,000
The Mash Potato Players	$2,075
Banks Helfrich	$2,100
Story Maker	$1,960
Darren Liebman	$1,800
Steve Knight, Nifty Puppets	$1,400

The total program cost is $11,335. The General Fund portion is $8,000 with the Friends of the Library funding the remaining balance of $3,335.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute Service Agreements with various contractors to provide children's programs at the branch libraries as part of the Summer Reading Program.

ATTACHMENTS:

1. Agreement
2. Agreement
3. Agreement
4. Agreement
5. Agreement
6. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby, Arnold Schneider)

SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY AND LYNDEL & COMPANY

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" and **LYNDEL & COMPANY,** whose address is Post Office Box 593215, Orlando, Florida 32589, hereinafter referred to as "LYNDEL".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational programs for Seminole County residents; and

WHEREAS, LYNDEL maintains a staff of competent and qualified professionals and desires to provide such programs for Seminole County residents,

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, COUNTY and LYNDEL agree as follows:

SECTION 1. SERVICES PROVIDED BY LYNDEL. COUNTY hereby retains LYNDEL, and LYNDEL hereby agrees to organize and present eight (8) educational programs entitled "Lyndel the Magician." The shows are scheduled as follows:

Monday, July 23, 2007, 2:00 p.m. and 3:30 p.m. - West Branch

Tuesday, July 24, 2007, 2:00 p.m. and 3:30 p.m. - East Branch

Wednesday, July 25, 2007, 10:00 a.m. - North Branch

Wednesday, July 25, 2007, 3:00 p.m. - Central Branch

Thursday, July 26, 2007, 2:00 p.m. and 3:30 p.m. - Northwest Branch

SECTION 2. RESPONSIBILITIES OF COUNTY. The COUNTY hereby agrees to assist LYNDEL in its presentation of the above-referenced programs by making space available at the East, Central, North, Northwest, and West Branch Libraries on the dates specified for these programs.

SECTION 3. TERM. This Agreement shall take effect on the date of its full execution and shall remain in effect through November 30, 2007, unless terminated earlier as provided herein.

SECTION 4. COMPENSATION. COUNTY agrees to compensate LYNDEL the total sum of TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) for the eight (8) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on July 26, 2007.

SECTION 5. TERMINATION AND CANCELLATION. This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.

SECTION 6. INDEMNIFICATION.

(a) LYNDEL shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur or be required to pay resulting out of LYNDEL's negligence, fraud, defalcation, dishonesty, or failure to comply with applicable laws or regulations; by reason or as a result of any act or omission of LYNDEL in the performance of this Agreement; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to LYNDEL by registered or certified mail, return receipt requested. Upon receiving such notice, LYNDEL at its own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent to the extent practicable the obtaining of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in LYNDEL's defense of any such action, suit, or proceeding.

SECTION 7. INSURANCE.

(a) During the entire term of this Agreement, LYNDEL shall, at his sole expense, obtain and maintain general liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for injuries including accidental or wrongful death to any one person. LYNDEL shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such general liability insurance policy. COUNTY, its officials, officers, and employees shall be named as additional insured parties under the general liability insurance policy. 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 such statement on the Certificate of Insurance, LYNDEL shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized

representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. 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. LYNDEL 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 of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

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

(2) In addition, such companies shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority or fail to maintain the requisite Best's Rating and Financial Size Category, LYNDEL 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 LYNDEL has replaced

the unacceptable insurer with an insurer acceptable to COUNTY, LYNDEL shall be deemed to be in breach of this Agreement.

SECTION 8. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of LYNDEL to COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find LYNDEL, its employees, its agents, or its volunteers to be an employee of COUNTY, and LYNDEL shall be entitled to none of the rights, privileges, or benefits of Seminole County employees including coverage under COUNTY's Workers' Compensation Insurance Program.

SECTION 9. SUBCONTRACTORS. LYNDEL shall not enter into subcontracts for any of the services provided for in this Agreement.

SECTION 10. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement or any interest arising herein without the written consent of the other.

SECTION 11. NOTICE. Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

For COUNTY:
Seminole County Library and Leisure Services
County Services Building
150 N. Palmetto Avenue
Sanford, Florida 32771

For LYNDEL:
Tim Scarbrough
Post Office Box 593215
Orlando, Florida 32859

SECTION 12. 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 a writing of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

Witness (Signature)

Gene F. BASS
Witness (Print Name)

Lela Bass
Witness (Signature)

Lela Bass
Witness (Print Name)

LYNDEL & COMPANY

By: _____
TIM SCARBROUGH

Date: 03/16/07

(County Signature Page Follows)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AEC:jjr
2/5/07

P:\Users\jroyal\Library&Leisure Services\Summer 2007-Service Agreement-Lyndel.doc

SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY AND MASHED POTATO PLAYERS

THIS AGREEMENT is made and entered into this 15th day of February, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" and **MASHED POTATO PLAYERS,** whose address is Post Office Box 581, Roseland, Florida 32957, hereinafter referred to as "PLAYERS".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational programs for Seminole County residents; and

WHEREAS, PLAYERS maintains a staff of competent and qualified professionals and desires to provide such programs for Seminole County residents,

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, COUNTY and PLAYERS agree as follows:

SECTION 1. SERVICES PROVIDED BY PLAYERS. COUNTY hereby retains PLAYERS, and PLAYERS hereby agrees to organize and present eight (8) educational programs entitled "Writers in the Night." The shows are scheduled as follows:

Monday, June 11, 2007, 2:00 p.m. and 3:15 p.m. - West Branch

Tuesday, June 12, 2007, 2:00 p.m. and 3:15 p.m. - East Branch

Wednesday, June 13, 2007, 10:00 a.m. - North Branch

Wednesday, June 13, 2007, 3:00 p.m. - Central Branch

Thursday, June 14, 2007, 2:00 p.m. and 3:15 p.m. - Northwest Branch

SECTION 2. RESPONSIBILITIES OF COUNTY. The COUNTY hereby agrees to assist PLAYERS in its presentation of the above-referenced programs by making space available at the East, Central, North, Northwest, and West Branch Libraries on the dates specified for these programs.

SECTION 3. TERM. This Agreement shall take effect on the date of its full execution and shall remain in effect through November 30, 2007, unless terminated earlier as provided herein.

SECTION 4. COMPENSATION. COUNTY agrees to compensate PLAYERS the total sum of TWO THOUSAND SEVENTY-FIVE AND NO/100 DOLLARS ($2,075.00) for the eight (8) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on June 14, 2007.

SECTION 5. TERMINATION AND CANCELLATION. This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.

SECTION 6. INDEMNIFICATION.

(a) PLAYERS shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur or be required to pay resulting out of PLAYERS's negligence, fraud, defalcation, dishonesty, or failure to comply with applicable laws or regulations; by reason or as a result of any act or omission of PLAYERS in the performance of this Agreement; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to PLAYERS by registered or certified mail, return receipt requested. Upon receiving such notice, PLAYERS, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent to the extent practicable the obtaining of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in PLAYERS's defense of any such action, suit, or proceeding.

SECTION 7. INSURANCE.

(a) During the entire term of this Agreement, PLAYERS shall, at its sole expense, obtain and maintain general liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for injuries including accidental or wrongful death to any one person. PLAYERS shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such general liability insurance policy. COUNTY, its officials, officers, and employees shall be named as additional insured parties under the general liability insurance policy. 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 such statement on the Certificate of Insurance, PLAYERS shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized

representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. 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. PLAYERS 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 of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

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

(2) In addition, such companies shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority or fail to maintain the requisite Best's Rating and Financial Size Category, PLAYERS shall, as soon as he 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 PLAYERS

has replaced the unacceptable insurer with an insurer acceptable to COUNTY, PLAYERS shall be deemed to be in breach of this Agreement.

SECTION 8. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of PLAYERS to COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find PLAYERS, its employees, its agents, or its volunteers to be an employee of COUNTY, and PLAYERS shall be entitled to none of the rights, privileges, or benefits of Seminole County employees including coverage under COUNTY's Workers' Compensation Insurance Program.

SECTION 9. SUBCONTRACTORS. PLAYERS shall not enter into subcontracts for any of the services provided for in this Agreement.

SECTION 10. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement or any interest arising herein without the written consent of the other.

SECTION 11. NOTICE. Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

For COUNTY:
Seminole County Library and Leisure Services
County Services Building
150 N. Palmetto Avenue
Sanford, Florida 32771

For PLAYERS:
MASHED POTATO PLAYERS
~~600 Florida Avenue~~
~~St. Cloud, Florida 34769~~ P.O. Box 581
Roseland, FL 32957
(JP) (655)

SECTION 12. 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 a writing of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

Witness (Signature)

PATRICIA DAVIS
Witness (Print Name)

Witness (Signature)

Jeffrey L. Voegele
Witness (Print Name)

MASHED POTATO PLAYERS

By _____
GLENN SINCLAIR

Date: 2-15-07

(County Signature Page Follows)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AEC:jjr
2/5/07

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SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY AND BANKS HELFRICH

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" and **BANKS HELFRICH,** whose address is 4811 S. Fern Creek Avenue, Orlando, Florida 32806, hereinafter referred to as "HELFRICH".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational programs for Seminole County residents; and

WHEREAS, HELFRICH maintains a staff of competent and qualified professionals and desires to provide such programs for Seminole County residents,

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, COUNTY and HELFRICH agree as follows:

SECTION 1. SERVICES PROVIDED BY HELFRICH. COUNTY hereby retains HELFRICH, and HELFRICH hereby agrees to organize and present seven (7) educational programs entitled "JiggleMan." The shows are scheduled as follows:

Monday, July 9, 2007, 2:00 p.m. - North Branch

Monday, July 9, 2007, 7:00 p.m. - Central Branch

Tuesday, July 10, 2007, 2:00 p.m. and 3:15 p.m. - East Branch

Tuesday, July 10, 2007, 7:00 p.m. - West Branch

Thursday, July 12, 2007, 2:00 p.m. and 3:15 p.m. - Northwest Branch

SECTION 2. RESPONSIBILITIES OF COUNTY. The COUNTY hereby agrees to assist HELFRICH in his presentation of the above-referenced programs by making space available at the East, Central, North, Northwest, and West Branch Libraries on the dates specified for these programs.

SECTION 3. TERM. This Agreement shall take effect on the date of its full execution and shall remain in effect through November 30, 2007, unless terminated earlier as provided herein.

SECTION 4. COMPENSATION. COUNTY agrees to compensate HELFRICH the total sum of THREE HUNDRED AND NO/100 DOLLARS ($300.00) per show for a total of TWO THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($2,100.00) for the seven (7) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on July 12, 2007.

SECTION 5. TERMINATION AND CANCELLATION. This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.

SECTION 6. INDEMNIFICATION.

(a) HELFRICH shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur or be required to pay resulting out of HELFRICH's negligence, fraud, defalcation, dishonesty, or failure to comply with applicable laws or regulations; by reason or as a result of any act or omission of HELFRICH in the performance of this Agreement; or

as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to HELFRICH by registered or certified mail, return receipt requested. Upon receiving such notice, HELFRICH at his own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent to the extent practicable the obtaining of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in HELFRICH's defense of any such action, suit, or proceeding.

SECTION 7. INSURANCE.

(a) During the entire term of this Agreement, HELFRICH shall, at his sole expense, obtain and maintain general liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for injuries including accidental or wrongful death to any one person. HELFRICH shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such general liability insurance policy. COUNTY, its officials, officers, and employees shall be named as additional insured parties under the general liability insurance policy. 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 such

statement on the Certificate of Insurance, HELFRICH shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. 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. HELFRICH 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 of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

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

(2) In addition, such companies shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

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

SECTION 8. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of HELFRICH to COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find HELFRICH, his employees, his agents, or his volunteers to be an employee of COUNTY, and HELFRICH shall be entitled to none of the rights, privileges, or benefits of Seminole County employees including coverage under COUNTY's Workers' Compensation Insurance Program.

SECTION 9. SUBCONTRACTORS. HELFRICH shall not enter into subcontracts for any of the services provided for in this Agreement.

SECTION 10. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement or any interest arising herein without the written consent of the other.

SECTION 11. NOTICE. Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

For COUNTY:
Seminole County Library and Leisure Services
County Services Building
150 N. Palmetto Avenue
Sanford, Florida 32771

For HELFRICH:
Banks Helfrich
4811 S. Fern Creek Ave.
Orlando, Florida 32806

SECTION 12. 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 a writing of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

Witness (Signature)

Burk Helfrich
Witness (Print Name)

Witness (Signature)

Grace Brett
Witness (Print Name)

By: _____
BANKS HELFRICH

Date: 2/16/07

(County Signature Page Follows)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AEC:jjr
2/5/07

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/28/2006

PRODUCER (610)868-8507 FAX (610)868-7604
Hampson Mowrer Kreitz Agency
54 S. Commerce Way, Suite 150
Bethlehem, PA 18017

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 World Clown Association
c/o Pat Wilson
PO Box 77236
Corona, CA 92877-0107

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Clarendon National Ins Co	20532
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	EGL001350-02	05/01/2006	05/01/2007		
		[X] COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$ 1,000,000
		[ ] CLAIMS MADE [X] OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 1,000,000
		AUTOMOBILE LIABILITY					
		[ ] ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATUTORY LIMITS [ ] OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

Additional Named Insured: Erik Banks Helfrich

Effective Date: 05/01/2006

CERTIFICATE HOLDER

Helfrich, Erik Banks
4811 South Fern Creek Ave
Orlando, FL 32806

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Timothy Goldsmith/KAR

©ACORD CORPORATION 1988

SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY AND STORYMAKER, LLC

THIS AGREEMENT is made and entered into this 2nd day of March, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" and **STORYMAKER, LLC,** whose address is 9945 Whitfield Avenue, Savannah, Georgia 31406, hereinafter referred to as "STORYMAKER".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational programs for Seminole County residents; and

WHEREAS, STORYMAKER maintains a staff of competent and qualified professionals and desires to provide such programs for Seminole County residents,

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, COUNTY and STORYMAKER agree as follows:

SECTION 1. SERVICES PROVIDED BY STORYMAKER. COUNTY hereby retains STORYMAKER, and STORYMAKER hereby agrees to organize and present six (6) educational programs entitled "The Circus King." The shows are scheduled as follows:

Tuesday, June 26, 2007, 2:00 p.m. and 3:15 p.m. - East Branch

Tuesday, June 26, 2007, 7:00 p.m. - West Branch

Wednesday, June 27, 2007, 10:00 a.m. - North Branch

Wednesday, June 27, 2007, 3:00 p.m. - Central Branch

Wednesday, June 27, 2007, 7:00 p.m. - Northwest Branch

SECTION 2. RESPONSIBILITIES OF COUNTY. The COUNTY hereby agrees to assist STORYMAKER in its presentation of the above-referenced programs by making space available at the East, Central, North, Northwest, and West Branch Libraries on the dates specified for these programs.

SECTION 3. TERM. This Agreement shall take effect on the date of its full execution and shall remain in effect through November 30, 2007, unless terminated earlier as provided herein.

SECTION 4. COMPENSATION. COUNTY agrees to compensate STORYMAKER the total sum of ONE THOUSAND NINE HUNDRED SIXTY AND NO/100 ($1,960.00) for the six (6) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on June 27, 2007.

SECTION 5. TERMINATION AND CANCELLATION. This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.

SECTION 6. INDEMNIFICATION.

(a) STORYMAKER shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur or be required to pay resulting out of STORYMAKER's negligence, fraud, defalcation, dishonesty, or failure to comply with applicable laws or regulations; by reason or as a result of any act or omission of STORYMAKER in the performance of this Agreement;

or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to STORYMAKER by registered or certified mail, return receipt requested. Upon receiving such notice, STORYMAKER, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent to the extent practicable the obtaining of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in STORYMAKER's defense of any such action, suit, or proceeding.

SECTION 7. INSURANCE.

(a) During the entire term of this Agreement, STORYMAKER shall, at its sole expense, obtain and maintain general liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for injuries including accidental or wrongful death to any one person. STORYMAKER shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such general liability insurance policy. COUNTY, its officials, officers, and employees shall be named as additional insured parties under the general liability insurance policy. 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 such

statement on the Certificate of Insurance, STORYMAKER shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. 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. STORYMAKER 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 of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

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

(2) In addition, such companies shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

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

SECTION 8. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of STORYMAKER to COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find STORYMAKER, its employees, its agents, or its volunteers to be an employee of COUNTY, and STORYMAKER shall be entitled to none of the rights, privileges, or benefits of Seminole County employees including coverage under COUNTY's Workers' Compensation Insurance Program.

SECTION 9. SUBCONTRACTORS. STORYMAKER shall not enter into subcontracts for any of the services provided for in this Agreement.

SECTION 10. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement or any interest arising herein without the written consent of the other.

SECTION 11. NOTICE. Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

For COUNTY:
Seminole County Library and Leisure Services
County Services Building
150 N. Palmetto Avenue
Sanford, Florida 32771

For STORYMAKER:
Sean Driscoll
Storymaker, LLC
9945 Whitfield Ave.
Savannah, GA 31406

SECTION 12. 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 a writing of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

Witness (Signature)

Witness (Print Name)

Witness (Signature)

Witness (Print Name)

STORYMAKER, LLC

By: _____
SEAN DRISCOLL, Manager

Date: 3/28/08

(County Signature Page Follows)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

_____
CARLTON HENLEY, Chairman

Date:_____

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

AEC:jjr
2/5/07

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SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY AND DARREN LIEBMAN, INC. (d/b/a DIDGERIDOO DOWN UNDER AND DIDG REVOLUTION)

THIS AGREEMENT is made and entered into this 1st day of _____, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" and **DARREN LIEBMAN, INC. (d/b/a Didgeridoo Down Under and Didg Revolution)**, whose address is 10137 Lake Oak Circle, Tampa, Florida 33624, hereinafter referred to as "LIEBMAN".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational programs for Seminole County residents; and

WHEREAS, LIEBMAN maintains a staff of competent and qualified professionals and desires to provide such programs for Seminole County residents,

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, COUNTY and LIEBMAN agree as follows:

SECTION 1. SERVICES PROVIDED BY LIEBMAN. COUNTY hereby retains LIEBMAN, and LIEBMAN hereby agrees to organize and present six (6) educational programs entitled "Didgeridoo Down Under." The shows are scheduled as follows:

Wednesday, July 18, 2007, 11:00 a.m. - North Branch

Wednesday, July 18, 2007, 3:00 p.m. - Central Branch

Wednesday, July 18, 2007, 7:00 p.m. - East Branch

Thursday, July 19, 2007, 2:00 and 3:15 p.m. - West Branch

Thursday, July 19, 2007, 7:00 p.m. - Northwest Branch

SECTION 2. RESPONSIBILITIES OF COUNTY. The COUNTY hereby agrees to assist LIEBMAN in its presentation of the above-referenced programs by making space available at the East, Central, North, Northwest, and West Branch Libraries on the dates specified for these programs.

SECTION 3. TERM. This Agreement shall take effect on the date of its full execution and shall remain in effect through November 30, 2007, unless terminated earlier as provided herein.

SECTION 4. COMPENSATION. COUNTY agrees to compensate LIEBMAN the total sum of ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS ($1,800.00) for the six (6) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on July 19, 2007.

SECTION 5. TERMINATION AND CANCELLATION. This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.

SECTION 6. INDEMNIFICATION.

(a) LIEBMAN shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur or be required to pay resulting out of LIEBMAN's negligence, fraud, defalcation, dishonesty, or failure to comply with applicable laws or regulations; by reason or as a result of any act or omission of LIEBMAN in the performance of this Agreement; or

as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to LIEBMAN by registered or certified mail, return receipt requested. Upon receiving such notice, LIEBMAN at its own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent to the extent practicable the obtaining of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in LIEBMAN's defense of any such action, suit, or proceeding.

SECTION 7. INSURANCE.

(a) During the entire term of this Agreement, LIEBMAN shall, at his sole expense, obtain and maintain general liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for injuries including accidental or wrongful death to any one person. LIEBMAN shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such general liability insurance policy. COUNTY, its officials, officers, and employees shall be named as additional insured parties under the general liability insurance policy. 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 such

statement on the Certificate of Insurance, LIEBMAN shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. 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. LIEBMAN 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 of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

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

(2) In addition, such companies shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

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

SECTION 8. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of LIEBMAN to COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find LIEBMAN, its employees, its agents, or its volunteers to be an employee of COUNTY, and LIEBMAN shall be entitled to none of the rights, privileges, or benefits of Seminole County employees including coverage under COUNTY's Workers' Compensation Insurance Program.

SECTION 9. SUBCONTRACTORS. LIEBMAN shall not enter into subcontracts for any of the services provided for in this Agreement.

SECTION 10. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement or any interest arising herein without the written consent of the other.

SECTION 11. NOTICE. Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

For COUNTY:
Seminole County Library and Leisure Services
County Services Building
150 N. Palmetto Avenue
Sanford, Florida 32771

For LIEBMAN:
Darren Liebman, Inc.
10137 Lake Oak Circle
Tampa, Florida 33624

SECTION 12. 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 a writing of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

DARREN LIEBMAN, INC.

_____
Secretary

By: Darren Liebman
DARREN LIEBMAN, President

[CORPORATE SEAL]

Date: Feb. 25, 2007

(*County Signature Page Follows*)

Witnesses

Sarah Moran Liebman — Sarah Moran Liebman — 2-26-07
Name — Signature — Date

Pamela Martin — Pamela Martin — 2-26-07
Name — Signature — Date

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

CARLTON HENLEY, Chairman

Date:_____

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

AEC:jjr
2/5/07

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/2/2007

PRODUCER

A.F. Kilbride Insurance Inc.
1401 W. Busch Blvd.
Tampa, FL 33612
813-931-7467 PHONE/813-932-7336 FAX

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

Darren Liebman Inc.
10137 Lake Oak Circle
Tampa, FL 33624

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Nautilus Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	NC536839	03/08/07	03/08/08	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 50,000 $ 5,000 $ 500,000 $ 1,000,000 $ Included
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

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

THEATRICAL SHOWS - TRAVELING

CERTIFICATE HOLDER

Seminole County Services Building
1101 East First Street
Sanford, FL 32771

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY AND STEVE KNIGHT

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" and **STEVE KNIGHT,** whose address is 600 Florida Avenue, St. Cloud, Florida 34769, hereinafter referred to as "KNIGHT".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational programs for Seminole County residents; and

WHEREAS, KNIGHT maintains a staff of competent and qualified professionals and desires to provide such programs for Seminole County residents,

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, COUNTY and KNIGHT agree as follows:

SECTION 1. SERVICES PROVIDED BY KNIGHT. COUNTY hereby retains KNIGHT, and KNIGHT hereby agrees to organize and present eight (8) educational programs entitled "Steve Knight's Nifty Puppets Variety Show." The shows are scheduled as follows:

Monday, June 4, 2007, 2:00 p.m. and 3:15 p.m. - West Branch

Tuesday, June 5, 2007, 2:00 p.m. and 3:15 p.m. - East Branch

Wednesday, June 6, 2007, 10:00 a.m. - North Branch

Wednesday, June 6, 2007, 3:00 p.m. - Central Branch

Thursday, June 7, 2007, 2:00 p.m. and 3:15 p.m. - Northwest Branch

SECTION 2. RESPONSIBILITIES OF COUNTY. The COUNTY hereby agrees to assist KNIGHT in its presentation of the above-referenced programs by making space available at the East, Central, North, Northwest, and West Branch Libraries on the dates specified for these programs.

SECTION 3. TERM. This Agreement shall take effect on the date of its full execution and shall remain in effect through November 30, 2007, unless terminated earlier as provided herein.

SECTION 4. COMPENSATION. COUNTY agrees to compensate KNIGHT the total sum of ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($1,400.00) for the eight (8) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on June 7, 2007.

SECTION 5. TERMINATION AND CANCELLATION. This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.

SECTION 6. INDEMNIFICATION.

(a) KNIGHT shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur or be required to pay resulting out of KNIGHT's negligence, fraud, defalcation, dishonesty, or failure to comply with applicable laws or regulations; by reason or as a result of any act or omission of KNIGHT in the performance of this Agreement; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to KNIGHT by registered or certified mail, return receipt requested. Upon receiving such notice, KNIGHT, at his own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent to the extent practicable the obtaining of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in KNIGHT's defense of any such action, suit, or proceeding.

SECTION 7. INSURANCE.

(a) During the entire term of this Agreement, KNIGHT shall, at his sole expense, obtain and maintain general liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for injuries including accidental or wrongful death to any one person. KNIGHT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such general liability insurance policy. COUNTY, its officials, officers, and employees shall be named as additional insured parties under the general liability insurance policy. 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 such statement on the Certificate of Insurance, KNIGHT shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized

representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. 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. KNIGHT 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 of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

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

(2) In addition, such companies shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority or fail to maintain the requisite Best's Rating and Financial Size Category, KNIGHT shall, as soon as he 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 KNIGHT has replaced

the unacceptable insurer with an insurer acceptable to COUNTY, KNIGHT shall be deemed to be in breach of this Agreement.

SECTION 8. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of KNIGHT to COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find KNIGHT, his employees, his agents, or his volunteers to be an employee of COUNTY, and KNIGHT shall be entitled to none of the rights, privileges, or benefits of Seminole County employees including coverage under COUNTY's Workers' Compensation Insurance Program.

SECTION 9. SUBCONTRACTORS. KNIGHT shall not enter into subcontracts for any of the services provided for in this Agreement.

SECTION 10. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement or any interest arising herein without the written consent of the other.

SECTION 11. NOTICE. Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

For COUNTY:
Seminole County Library and Leisure Services
County Services Building
150 N. Palmetto Avenue
Sanford, Florida 32771

For KNIGHT:
Steve Knight
600 Florida Avenue
St. Cloud, Florida 34769

SECTION 12. 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 a writing of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

Witness (Signature)

George Bishop
Witness (Print Name)

Witness (Signature)

Carol Heilman
Witness (Print Name)

By: Steve Knight
STEVE KNIGHT

Date: 2/27/07

(County Signature Page Follows)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AEC:jjr
2/5/07

P:\Users\jroyal\Library&Leisure Services\Summer 2007-Service Agreement-Steve Knight.doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Authorize Release of a Right of Way Utilization Maintenance Bond

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

AUTHORIZED BY: Dori Debord **CONTACT:** BeJay Harbin **EXT:** 7410

MOTION/RECOMMENDATION:
Authorize the release of the Dog Track Road (530) Right of Way Maintenance Bond # SSB381216 in the amount of $9,346.96, for road improvements.

District 4 Carlton D. Henley

Kelly Brock

BACKGROUND:
The following Maintenance Bond was required as part of the Land Development Code Section 35.44 (e) *Additional Required Legal Submittals* (1) *Bonds* to insure operating conditions have not significantly degraded. A two year maintenance inspection was conducted by staff for this project and was determined to be satisfactory.

- **Dog Track Road (530) Right of Way**
  Maintenance Bond # SSB381216 for $9,346.96 (RLI Insurance Company)

STAFF RECOMMENDATION:
Staff recommends the Board authorize release of the Dog Track Road (530) Right of Way Maintenance Bond # SSB381216 in the amount of $9,346.96, for road improvements.

ATTACHMENTS:

1. Agreement
2. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

This Bond Complies with the Terrorism Risk Insurance Act of 2002 (TRIA).

Bond No. SSB381216

RIGHT-OF-WAY USE PERMITTING

RIGHT-OF-WAY UTILIZATION PERMIT MAINTENANCE BOND

(Streets, Curbs, Storm Drains)

KNOW ALL MEN BY THESE PRESENTS:

That we Cronin Construction Corporation, whose address is 950 Explorer Cove, Altamonte Springs, FL 32701, hereinafter referred to as "PRINCIPAL" and RLI Insurance Company, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of $ 9,346.96 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 Dog Track Road 530, recorded in Plat Book N/A, Page(s) N/A, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated March 30th, 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 for a period of two (2) years from February 8, 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 for a period of (2) years from February 8, 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.

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

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

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 1st day of December, 2004.

Name and Address:

950 Explorer Cove

Altamonte Springs, FL 32701

Cronin Construction Corporation (Seal)
PRINCIPAL

By: _____ Its: PRESIDENT
(If a corporation)

Attest: Deborah Lee Cronin Its: Secretary
(If a corporation)

Name and Address:

9025 N. Lindbergh Dr.

Peoria, IL, 61615-0000

RLI Insurance Company (Seal)
SURETY

By: _____ Its: _____
Its Attorney-in-Fact April L. Lively
& Florida Licensed Resident Agent

Inquiries: (407) 834-0022

Attest: Kathy Clawson

(App E, LDC, through Supp 16).

RLI Surety
A Division of RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

POWER OF ATTORNEY
RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
JACK W. GUIGNARD, BRYCE R. GUIGNARD, M. GARY FRANCIS, APRIL L. LIVELY, PAUL J. CIAMBRIELLO,
JENNIFER L. MC CARTA, KATIE N. BIRD, MARGIE MORRIS, BRETT RAGLAND, JOINTLY OR SEVERALLY

in the City of Longwood, State of Florida its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars ($10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its President with its corporate seal affixed this 22nd day of October, 2004.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By: Jonathan E. Michael
Jonathan E. Michael, President

State of Illinois }
County of Peoria } SS

On this 22nd day of October, 2004, before me, a Notary Public, personally appeared Jonathan E. Michael, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jacqueline M. Bockler
Jacqueline M. Bockler, Notary Public

"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 03/01/06

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 1ST day of DECEMBER 2004

RLI Insurance Company

By: Jonathan E. Michael
Jonathan E. Michael, President

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Satisfaction of Code Enforcement Lien – Case No. 06-16-CEB – Keith and Deborah J. London, 375 Saddleworth Place, Lake Mary

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

AUTHORIZED BY: Dori Debord **CONTACT:** Carolyn Jane Spencer **EXT:** 7403

MOTION/RECOMMENDATION:
Approve the Satisfaction of Lien in the amount of $18,200.00 for Case No. 06-16-CEB, which represents the previous owners Keith and Deborah J. Londons' portion of the lien on 375 Saddleworth Place, Lake Mary, Tax Parcel # 11-20-29-5HA-0000-0170, and authorize the Chairman to execute a Satisfaction of Lien as to the London's lien responsibility.

District 5 Brenda Carey

Tina Williamson

BACKGROUND:

On January 26, 2006, the Code Enforcement Board (CEB) issued its Findings of Facts, Conclusions of Law and Order. This Order required the Respondents, Keith and Deborah London, to comply with the CEB Order on or before March 27, 2006, by removing the uncultivated vegetation in excess of 24" in height and within 75' of a structure, remove the stagnant/foul water from the swimming pool and remove other objectionable, unsightly, or unsanitary matter, substance, or material tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives, and/or welfare of the citizens of Seminole County, in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3(h), (n) and (p).

The CEB further ordered the Respondents to comply with the County Code on or before February 1, 2006, by securing the pool according to Seminole County Code requirements, in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3(o). The timeline is below:

January 26, 2006	Findings of Fact, Conclusions of Law and Order, setting compliance date of March 27, 2006 for violations (h), (n) and (p) or a fine of $100.00 per day imposed if compliance not achieved and February 1, 2006 for violation (o) or a fine of $250.00 per day imposed if compliance not achieved
February 3, 2006	Affidavit of Compliance, filed by the Code Enforcement Officer, indicating compliance on February 3, 2006 on violation (o) only
March 31, 2006	Affidavit of Non-Compliance filed by the Code Enforcement Officer, indicating non-compliance on violations (h), (n) and (p) on March 31, 2006
June 22, 2006	Code Enforcement Board issued an Order Imposing Penalty/Lien, imposing a lien in the amount of $8,700.00 with the fine continuing to accrue at $100.00 per day until compliance is obtained on violations (h), (n) and (p)

September 26, 2006	A Certificate of Title was issued on September 26, 2007 divesting the Londons of ownership of the property
March 13, 2007	Payment received from Keith and Deborah J. London in the amount of $18,200.00 which represents their portion of the lien for 182 days of non-compliance, from March 28, 2006 through and including September 26, 2007, the date the Certificate of Title was issued to American Home Mortgage and/or HP Investment Group. Copies of the check and receipt are attached.
Present time	The fine continues to accrue against the subsequent purchasers since September 26, 2006 at a daily rate of $100.00. Since this matter is in litigation, there is some dispute as to the ownership of the property. Parties also dispute the validity of the lien. The Code Enforcement officer has been in contact with some of the parties involved and informed them that the property is still in violation and the lien continues to accrue. Staff has been in contact with the attorney for American Home Mortgage Servicing, Inc., who is listed as the current owner at the Seminole County Property Appraisers' website regarding the lien with respect to the Londons' portion. Letters were sent, certified mail, to the property address to the current owner or tenant, American Home Mortgage Servicing, Inc, and HP Investment Group, Inc. on April 27, 2007, regarding the currently accruing lien.

STAFF RECOMMENDATION:

Staff recommends the Board approve the Satisfaction of Lien in the amount of $18,200.00 for Case No. 06-16-CEB, which represents the previous owners Keith and Deborah J. Londons' portion of the lien on 375 Saddleworth Place, Lake Mary, Tax Parcel # 11-20-29-5HA-0000-0170, and authorize the Chairman to execute a Satisfaction of Lien as to the London's lien responsibility.

ATTACHMENTS:

1. Findings And Order
2. Affidavit Of Compliance
3. Affidavit Of Non Compliance
4. Order Finding Non Compliance
5. check
6. receipt
7. Certificate of Title
8. Property Appraiser Data
9. 4/27/07 letter regarding accruing lien
10. Satisfaction of Lien

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

KEITH LONDON and DEBORAH J LONDON
PARCEL I.D. # 11-20-29-5HA-0000-0170

Respondents

CASE NO. 06-16-CEB

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 06-16-CEB, it is determined that the Respondents are:

(a) the owners of record of the property (Tax Parcel ID # 11-20-29-5HA-0000-0170) located at 375 Saddleworth Place, Lake Mary, located in Seminole County and legally described as follows:
LEG LOT 17 CHESTNUT HILL
PB 29 PGS 76 TO 78

(b) in possession or control of the property; and

(c) in violation of Seminole County Code, Chapter 95, Section 95.4 as defined in 95.3 (h) (n) (p) and (o).

It is hereby ordered that the Respondents correct violations 1), 2) and 3) on or before **March 27, 2006.** In order to correct the violations, the Respondents shall take the following remedial action:

1) REMOVE THE UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT AND WITHIN 75' OF A STRUCTURE.
2) REMOVE THE STAGNANT/FOUL WATER FROM THE SWIMMING POOL.
3) REMOVE OTHER OBJECTIONABLE, UNSIGHTLY, OR UNSANITARY MATTER, SUBSTANCE, OR MATERIAL TENDING BY ITS EXISTENCE AND/OR ACCUMULATION TO ENDANGER OR ADVERSELY AFFECT THE HEALTH, SAFETY, LIVES, AND/OR WELFARE OF THE CITIZENS OF SEMINOLE COUNTY.

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06110 Pgs 0164 - 165; (2pgs)
CLERK'S # 2006019645
RECORDED 02/06/2006 03:59:39 PM
RECORDING FEES 18.50
RECORDED BY G Harford

It is further ordered that the Respondents correct the following violation (4) on or before **February 1, 2006, as this violation poses a serious threat to the health, safety, lives, and/or welfare of the citizens of Seminole County.** In order to correct the violation, the Respondents shall take the following remedial action:

4) SECURE THE POOL ACCORDING TO SEMINOLE COUNTY CODE REQUIREMENTS.

If the Respondents do not comply with this Order and correct violations **1), 2),** and **3)** on or before **March 27, 2006**, a fine of **$100.00** will be imposed for each day violations 1), 2), and 3) continue, or are repeated after compliance past **March 27, 2006**.

If the Respondents do not comply with this Order and correct violation **4)** on or before **February 1, 2006**, a fine of **$250.00** will be imposed for each day the violation continues or is repeated after compliance past **February 1, 2006**.

The Respondents are further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

This Order shall be recorded in the official land records of Seminole County.

DONE AND ORDERED this 26th day of January 2006, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

Tom Hagood

TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

Tom Hagood, who is personally known to me, acknowledged the foregoing instrument before me this 26th day of January 2006.

Connie R DeVasto

Connie R. DeVasto
Notary Public to and for the
County and State aforementioned.
My Commission Expires

CONNIE R. DEVASTO
MY COMMISSION # DD 310913
EXPIRES: August 17, 2008
Bonded Thru Notary Public Underwriters

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA
By: Connie R DeVasto
Date: 2-3-06

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida

Petitioner,

vs.

Deborah London and Keith London,

Respondent.

_____/

Case No. **06-16-CEB**

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06144 Pg 1842; (1pg)
CLERK'S # 2006034960
RECORDED 03/03/2006 02:27:24 PM
RECORDING FEES 10.00
RECORDED BY G Harford

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared Deborah Leigh, Senior Code Enforcement Officer, Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

1. That on January 26, 2006, the Board held a public hearing and issued its Order in the above-styled matter.

2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before February 1, 2006 by securing the pool.

3. That a re-inspection was performed and the Respondent was in compliance on February 3, 2006.

4. That the re-inspection revealed that the corrective action ordered by the Board has been taken in that the gates to enter the property have been closed and locked.

FURTHER AFFIANT SAYETH NOT.

DATED this 3rd day of February 2006

Deborah Leigh

Deborah Leigh, Senior Code Enforcement Officer

STATE OF **FLORIDA**)
COUNTY OF **SEMINOLE**)

The foregoing instrument was acknowledged before me this 3rd day of February 2006, by Deborah Leigh, who is personally known to me and who did take an oath.

Connie R. DeVasto

Notary Public in and for the County
and State Aforementioned
My commission expires:

CONNIE R. DEVASTO
MY COMMISSION # DD 310913
EXPIRES: August 17, 2008
Bonded Thru Notary Public Underwriters

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
CMPLAFF.CEB
BY: Connie R DeVasto
DATE: 2-28-06

CODE ENFORCEMENT BOAI
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political Subdivision of the State of Florida

Petitioner,

vs.

Deborah London and Keith London,

Respondent.

CASE NO. 06-16-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL.
BY: Paulette I Hayard-Frost
DATE: 5-26-06

AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared Deborah Leigh, Senior Code Enforcement Officer for the Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

1. That on January 26, 2006, the Board held a public hearing and issued its Order in the above-styled matter.

2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before March 27, 2006.

3. That a re-inspection was performed on March 31, 2006.

4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that the uncultivated vegetation and other objectionable, unsightly matter or material tending by it's existence and /or accumulation endangers or adversely affects the health, safety, lives, and/or welfare of the citizens of the County all still remains on the subject property.

FURTHER AFFIANT SAYETH NOT.

DATED this 31st day of March 2006.

Deborah Leigh

Deborah Leigh, Senior Code Enforcement Officer

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 31st day of March, by Deborah Leigh, who is personally know to me and who did take an oath.

Rita Reynolds

Notary Public in and for the County and State Aforementioned:

RITA S. REYNOLDS
MY COMMISSION # DD 188262
EXPIRES: April 25, 2007
Bonded Thru Notary Public Underwriters

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 06264 Pg 1827; (1pg)
FILE NUM 2006086911
RECORDED 05/30/2006 11:14:18 AM
RECORDING FEES 10.00
RECORDED BY J Eckenroth

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

KEITH LONDON and DEBORAH J. LONDON
PARCEL I.D. # 11-20-29-5HA-0000-0170

Respondents

_____/

CASE NO. 06-16-CEB

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06311 Pgs 1658 - 1659; (2pgs)
CLERK'S # 2006107199
RECORDED 07/03/2006 02:13:48 PM
RECORDING FEES 18.50
RECORDED BY G Harford

ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

The Respondents are the owners of record of the property (Tax Parcel # 11-20-29-5HA-0000-0170) located at 375 Saddleworth Place, Lake Mary, located in Seminole County and legally described as follows:

LEG LOT 17 CHESTNUT HILL
PB 29 PGS 76 TO 78

This case came on for public hearing before the Code Enforcement Board of Seminole County on January 26, 2006, after due notice to the Respondents. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondents in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in 95.3 (h) (n) (p) and (o).

Said Order stated that a fine in the amount of $250.00 per day would be imposed if the Respondents did not take certain corrective action on violation # 3 (o) by February 1, 2006.

The Code Enforcement Officer filed an Affidavit of Compliance, which Affidavit certified under oath that the required action had been obtained on violation # 3 (o) as of February 3, 2006.

Said Order further stated that a fine in the amount of $100.00 per day would be imposed if the Respondents did not take certain corrective action on violations # 1 (h), # 2 (n), and # 4 (p) by March 27, 2006

SEMINOLE COUNTY FLORIDA

The Code Enforcement Officer filed an Affidavit of Non-Compliance, which Affidavit certified under oath that the required action had not been obtained on violations # 1 (h), # 2 (n), and # 4 (p) as of March 31, 2006

Accordingly, it having been brought to the Board's attention that Respondents have not complied with the Order dated January 26, 2006, the Board orders that a **lien** in the amount of **$8,700.00**, for 87 days of non-compliance at **$100.00** per day, from March 28, 2006, through and including June 22, 2006, be imposed, and the fine shall continue to accrue at **$100.00 per day** for each day the violations continue or are repeated past June 22, 2006.

This Order shall be recorded in the official land records of Seminole County and shall constitute a **lien** against the land on which the violations exist and upon any other real or personal property owned by the Respondents.

DONE AND ORDERED this 22nd day of June 2006, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

Bill Fahey

BILL FAHEY, VICE CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 22nd day of June 2006, by Bill Fahey, who is personally known to me.

Connie R. DeVasto

Connie R. DeVasto
Notary Public to and for the
County and State aforementioned.
My Commission Expires

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: Connie R. DeVasto
DATE: 6-29-06

CONNIE R. DEVASTO
MY COMMISSION # DD 310913
EXPIRES: August 17, 2008
Bonded Thru Notary Public Underwriters

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

MARC A. ZIROGIANNIS ESQ., P.C.
ATTORNEY SPECIAL ACCT. - IOLA FUND
1065 OLD COUNTRY RD. STE 204
WESTBURY, NY 11590
(516) 333-6200

BANK OF AMERICA

389474
1-32/280

DATE 3/9/2007

PAY TO THE ORDER OF SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS $ **18,200.00

Eighteen Thousand Two Hundred Only********** DOLLARS

VOID VOID VOID VOID VOID VOID

MEMO ORTIZ (FL) CODE INFORCEMENT LEIN

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈389474⑈ ⑆028000325⑆ 2044 62 4376⑈

RECEIPT **№ 67189**

SEMINOLE COUNTY, FLORIDA

Date 3/13 20 07

Received from Code Enforcement

Address

Description Marc A. ZIROGIANNIS

Account Number	Amount	Description
		Case # 06-11-CEB
	18,200 00	Kelon & Deborah London

Total Amount 18,200.00

Check No. 38974 Cash ____ By DDUDG

Board of County Commissioners

IN THE CIRCUIT COURT OF THE 18TH JUDICIAL CIRCUIT IN AND FOR SEMINOLE COUNTY, FLORIDA

AMERICAN HOME MORTGAGE SERVICING, INC.,

Plaintiff,

vs.

DEBORAH J. LONDON, et al.,

Defendants.

GENERAL JURISDICTION DIVISION

Case No. 05-CA-2318-14-G

CERTIFICATE OF TITLE

The undersigned, MARYANNE MORSE, Clerk of the CIRCUIT COURT, certifies that a Certificate of Sale has been filed in this action on September 26, 2006, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in SEMINOLE County, Florida:

Lot 17, CHESTNUT HILL, as per Plat thereof, recorded in Plat Book 29, Page 76, of the Public Records of Seminole County, Florida.

was sold to AMERICAN HOME MORTGAGE SERVICING, INC.

Witness my hand and seal of the Court on October 9, 2006

MARYANNE MORSE
Clerk, Circuit Court

By: Mary Stroupe
Deputy Clerk

copies furnished to:

DENISE M. ROSENTHAL, ESQUIRE
ADORNO & YOSS LLP
2525 Ponce De Leon Boulevard
Suite 400
Miami, Florida 33134
(305) 460-1100

DEBORAH J. LONDON
213 Woodburn Drive
Hampton, VA 23664

KEITH LONDON
213 Woodburn Drive
Hampton, VA 23664

NGOZI C. ACHOLONU, ESQUIRE
Counsel for Bridgewater Neighborhood Assoc., Inc.

CARLOS R. ARIAS, ESQUIRE
Counsel for Heathrow Master Association, Inc.
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, Florida 32751

CURRENT RESIDENT
376 Saddleworth Place
Lake Mary, Florida 32746

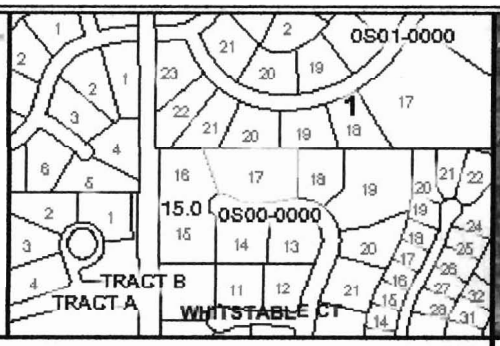
FILED
2006 OCT -9 AM 8:
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL
BY

This is a certified copy

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06438 Pg 1781; (1pg)
CLERK'S # 2006161519
RECORDED 10/09/2006 12:37:03 PM
DEED DOC TAX 0.70
RECORDING FEES 8.00
RECORDED BY G Harford

PARCEL DETAIL

DAVID JOHNSON, CFA, ASA
PROPERTY APPRAISER
SEMINOLE COUNTY FL
1101 E. FIRST ST
SANFORD, FL 32771-1468
407-665-7506





GENERAL

Parcel Id: 11-20-29-5HA-0000-0170
Owner: AMERICAN HOME MTG SERV INC
Mailing Address: 7142 COLUMBIA GATEWAY DR
City,State,ZipCode: COLUMBIA TX 21046
Property Address: 375 SADDLEWORTH PL LAKE MARY 32746
Subdivision Name: CHESTNUT HILL
Tax District: 01-COUNTY-TX DIST 1
Exemptions:
Dor: 01-SINGLE FAMILY

2007 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$1,039,051
Depreciated EXFT Value:	$53,766
Land Value (Market):	$400,000
Land Value Ag:	$0
Just/Market Value:	$1,492,817
Assessed Value (SOH):	$1,492,817
Exempt Value:	$0
Taxable Value:	$1,492,817

Tax Estimator

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
CERTIFICATE OF TITLE	10/2006	06438	1781	$100	Improved	No
WARRANTY DEED	08/2006	06387	0131	$100	Improved	No
CORRECTIVE DEED	03/2005	05667	0996	$100	Improved	No
WARRANTY DEED	02/2005	05638	0078	$3,200,000	Improved	No
WARRANTY DEED	10/2002	04587	0817	$1,495,400	Improved	No
WARRANTY DEED	05/2000	03857	0580	$1,250,000	Improved	Yes
QUIT CLAIM DEED	01/1997	03188	0366	$100	Improved	No
QUIT CLAIM DEED	09/1991	02365	0549	$100	Improved	No
WARRANTY DEED	02/1987	01818	1591	$225,000	Vacant	Yes
WARRANTY DEED	04/1986	01726	0988	$332,000	Vacant	No

Find Comparable Sales within this Subdivision

2006 VALUE SUMMARY

2006 Tax Bill Amount:	$44,349
2006 Taxable Value:	$2,751,979

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	2.000	200,000.00	$400,000

LEGAL DESCRIPTION

LEG LOT 17 CHESTNUT HILL PB 29 PGS 76 TO 78

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1988	21	9,985	15,216	13,492	CUSTOM WOOD/STUCCO/B	$1,039,051	$1,117,259

Appendage / Sqft	GARAGE FINISHED / 1358
Appendage / Sqft	OPEN PORCH FINISHED / 366
Appendage / Sqft	UPPER STORY FINISHED / 3507

NOTE: *Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished,Base Semi Finshed*

Permits

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New
FIREPLACE	1988	4	$7,350	$14,000
POOL GUNITE	1988	1,100	$11,550	$22,000
SPA	1988	1	$1,400	$3,500
BRICK PATIO	1988	2,095	$4,400	$8,380
GAS HEATER	1988	1	$440	$1,100
CONCRETE DRIVEWAY 4 INCH	1988	7,312	$9,597	$18,280
BRICK WALL	1988	265	$835	$1,590
SAUNA/STEAM ROOM	1988	1	$1,838	$3,500
TENNIS COURT/ASPHALT	1988	7,260	$4,356	$10,890
8' CHAIN LINK FENCE	1988	280	$896	$2,240
IRON FENCE	1988	2,992	$7,854	$14,960
WATER FEATURE	1993	1	$3,250	$5,000

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

PLANNING AND DEVELOPMENT DEPARTMENT

CODE ENFORCEMENT

April 27, 2007

American Home Mortgage Servicing, Inc.
7142 Columbia Gateway Drive
Columbia, TX 21046

RE: Code Enforcement case 06-16-CEB/375 Saddleworth Place, Lake Mary, FL

Dear Sirs:

Please find enclosed a certified copy of the following documents which have been filed regarding the above-mentioned property:

- Findings of Fact, Conclusions of Law and Order which was entered by the Code Enforcement Board on January 26, 2006
- Affidavit of Non-Compliance which was filed by Senior Code Enforcement Officer Deborah Leigh on March 31, 2006
- Order Finding Non-Compliance and Imposing Fine/Lien which was entered by the Code Enforcement Board on June 22, 2006

As this property is currently in non-compliance, the lien continues to accrue at $100.00 per day and will continue to accrue at $100.00 per day until compliance has been obtained.

Please call Senior Code Enforcement Officer Deborah Leigh at 407-333-8208, Extension 235 as soon as you have corrected these violations so that compliance can be verified.

If you have any questions, please give me a call at the number listed below.

Sincerely,

Jane Spencer
Clerk to the Code Enforcement Board

Enclosures: Finding of Fact, Conclusions of Law and order, Affidavit of Non-Compliance and Order Finding Non-Compliance and Imposing Fine/Lien

Cc: Denise M. Rosenthal, Attorney for American Home Mortgage
HP Investment Group
Occupant at 315 Saddleworth Place
Senior CEO Deborah Leigh

SATISFACTION OF LIEN
AS TO PARTICULAR PARTIES

THIS instrument disclaims and releases the lien imposed by the Order Finding Non-Compliance and Imposing Fine/ Lien, issued by the Seminole County Code Enforcement Board in Case No. 06-16-CEB filed only as against KEITH AND DEBORAH J. LONDON, the former owners, and filed by and on behalf of Seminole County, on JUNE 22, 2006, and recorded in Official Records Book 06311, Pages 1658 - 1659, of the Public Records of Seminole County, Florida, against the following described real property:

LEG LOT 17 CHESTNUT HILL PB 29 PGS 76 TO 78

The lien accrued against subsequent purchasers for continuing violations since September 26, 2006 remains as to the subsequent purchasers against said described real property, and the same is not disclaimed or released as to subsequent purchasers pursuant to Florida Statutes Chapter 162.

The undersigned is authorized to and does hereby disclaim and release the lien as to Keith and Deborah J. London with respect to the above-described real property, and consents that the same be discharged of record.

DATED this _____ day of _____, 2007.

ATTEST:

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

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON D. HENLEY, Chairman

Date: _____

As authorized for execution by the
Board of County Commissioners at their
5/08/07 regular meeting.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Interlocal Utility Construction Agreement between Seminole County and the City of Altamonte Springs

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Debbie Rogers **EXT:** 5651

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute an Interlocal Agreement between Seminole County and the City of Altamonte Springs for relocation of the City's utilities in conjunction with construction of a pedestrian underpass at the Seminole Wekiva Trail and State Road 434.

District 3 Dick Van Der Weide

Jerry McCollum

BACKGROUND:
As part of construction of the pedestrian underpass, utilities owned by the City of Altamonte Springs will need to be relocated. The City has requested the relocation of its utilities be included within the County's construction contract for the pedestrian underpass at the Seminole Wekiva Trail and State Road 434 (CIP #187704). As outlined in the Interlocal Agreement, the City will pay all costs associated with their utilities being relocated.

A budget amendment request to establish appropriate revenue and expense accounts related to the City's utility work will be processed in conjunction with the bid award.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute an Interlocal Agreement between Seminole County and the City of Altamonte Springs for relocation of the City's utilities in conjunction with construction of a pedestrian underpass at the Seminole Wekiva Trail and State Road 434.

ATTACHMENTS:

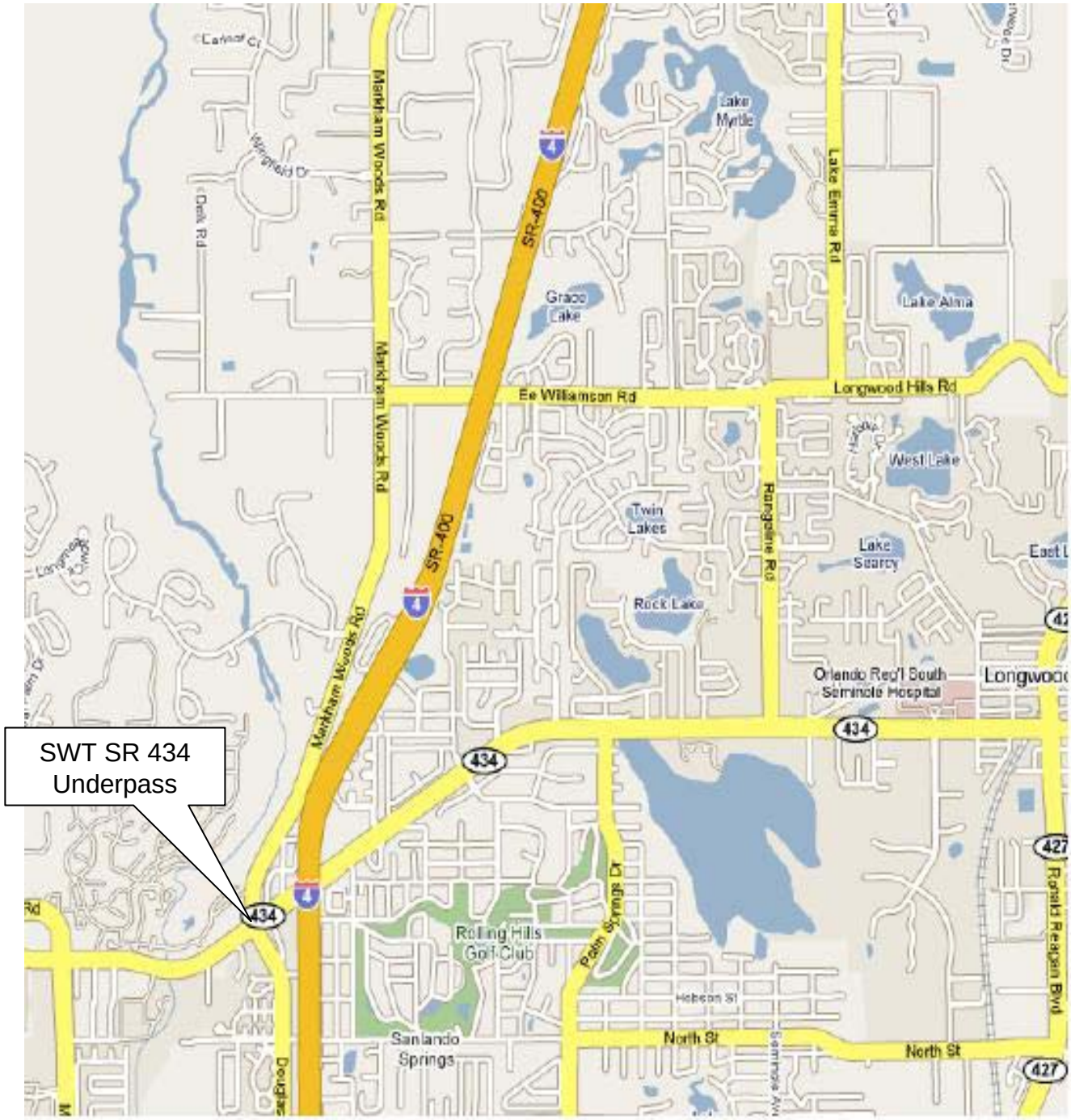
1. Location Map
2. Agreement

Additionally Reviewed By:

- ☑ Budget Review (Fredrik Coulter, Lisa Spriggs)
- ☑ County Attorney Review (Matthew Minter)

Seminole Wekiva Trail S.R. 434 Underpass

Location Map



4/3/2007

SEMINOLE COUNTY AND CITY OF ALTAMONTE SPRINGS
INTERLOCAL UTILITY CONSTRUCTION AGREEMENT
SEMINOLE WEKIVA TRAIL STATE ROAD 434 PEDESTRIAN UNDERPASS

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of_____, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "County," and the **CITY OF ALTAMONTE SPRINGS**, a Florida municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701, hereinafter referred to as the "City".

W I T N E S S E T H:

WHEREAS, the parties hereto have the common power to construct utility and roadway facilities and to contract for the performance of such work; and

WHEREAS, the City desires to relocate water, reclaimed water and sewer utilities within the City's rights-of-way in conjunction with the County trail and pedestrian underpass construction project known as the Seminole Wekiva Trail State Road 434 Pedestrian Underpass (hereinafter referred to as the County Project); and

WHEREAS, the City has requested that the County include the City Utility Work (as defined in Section 2 hereinbelow) in the County Project in order to meet the needs of the City; and

WHEREAS, the County is willing to provide such work pursuant to the terms and conditions of this Agreement; and

WHEREAS, this Agreement is authorized by the provisions of Chapters 125, 163 and 166, Florida Statutes, and other applicable law,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the County and the City 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. General. The City acknowledges that certain of its water, reclaimed water and sewer utility infrastructure components are included within the geographic parameters of the County Project. The City further acknowledges that, consequently, such components must be relocated as shown on the construction plans and defined in Section 4 below, referred to throughout this Agreement as the City Utility Work.

(a) The City shall be solely responsible for payment of the costs associated with the following construction and construction related City Utility Work tasks:

(1) Removing seventy-nine (79) linear feet of eighteen inch (18") or less pipe;

(2) Constructing two (2) cubic yards of miscellaneous concrete;

(3) Furnishing and installing one (1) ton of ductile iron cement lined water fittings;

(4) Furnishing and installing one (1) eight inch (8") by eight inch (8") ductile iron tapping tee, valve and box;

(5) Furnishing and installing eight (8) eight inch (8") mechanical joint restraints;

(6) Constructing three hundred fifty (350) linear feet of eight inch (8") Class 900 PVC (restrained joint) water main;

(7) Adjusting seven (7) valve boxes and three (3) sanitary sewer manhole tops; and

(8) Furnishing and installing one (1) one inch (1") C-200 poly water service.

(b) The County shall be responsible for payment of the costs associated with the following City Utility Work construction tasks:

(1) Installing one (1) eight inch (8") cast iron 250 psi gate valve assembly;

(2) Installing eleven (11) eight inch (8") mechanical joint restraints;

(3) Constructing one hundred ninety-one (191) linear feet of eight inch (8") class 900 PVC (push on) pipe and six hundred fifty-five (655) linear feet of eight inch (8") class 900 PVC (restrained joint) PVC pipe;

(4) Adjusting one (1) valve box and one (1) one and one half inch (1 1/2") C-200 poly reclaimed service;

(5) Mobilization, bonds and permits; and

(6) Maintenance of traffic and pedestrian safety.

Section 3. Rights-of-Way. The parties acknowledge and agree that the County Project and the City Utility Work shall take place within Florida Department of Transportation (FDOT), County or City rights-of-way. The COUNTY shall not be obligated to perform any City Utility Work that requires it to acquire any property interests, including

temporary construction easements, over and above those already acquired by the County or the City. The City shall be responsible for acquiring and paying for any additional property interests or other rights that may be necessary to complete the City Utility Work prior to performance of said City Utility Work by the County at the expense of the parties as set forth in Section 2 herein.

Section 4. Construction Plans.

(a) Inasmuch as the City Utility Work shall occur in an area where the County plans to make grade changes for trail and pedestrian underpass construction and construct an underground stormwater collection system, it is in the best interest of the City and County to have the City Utility Work and the trail and pedestrian underpass construction performed pursuant to the same construction contract. Accordingly, the City, through its consultant, HDR Engineering, Inc., (HDR) whose mailing address of 315 East Robinson Street, Suite 400, Orlando, Florida 32801-1949, has prepared the design plans for the City Utility Work (the City Design Plans) and furnished signed and sealed copies of the City Design Plans to the County. The parties hereto agree that HDR prepared the City Design Plans with the intent that all City Utility Work shall be performed by the County's trail and pedestrian underpass contractor. These plans consist of:

UTILITY RELOCATION PLANS

SHEET NO.	LATEST DATE	DESCRIPTION
U-1	7/27/06	Key Sheet
U-2	7/27/06	Tabulation of Quantities
U-3	7/27/06	General Notes
U-4 - U-7	7/27/06	Utility Relocation Plans
U-8	7/27/06	Connection Details
U-9 - U-11	7/27/06	Utility Relocation Details

(b) The City acknowledges and agrees that County review of the City Design Plans may require the City to make changes to the plans or submit additional information to the County.

(c) No additional work beyond that specified above shall be done without notification to and concurrence of the City; provided, however, that, if in the opinion of the County's consulting engineer an emergency exists, the consulting engineer may authorize measures which in his/her professional opinion are reasonably necessary to prevent or mitigate any resulting damages. In the event that the County's consulting engineer authorizes measures without prior review and concurrence of the City, the County shall provide after the fact notice within three (3) days to the City.

(d) Additional work required for the City Utility Work beyond that specified in the construction contract may be authorized by change order issued by the County in accordance with the procedure set forth herein and shall be paid for in full by the City. Any reduction of the cost for the City Utility Work made by change order approved by the County will reduce the total amount to be paid by City to County.

Section 5. Utility Specifications. The City shall provide the County with the signed and sealed specifications for construction of the City Utility Work. Such utility specifications shall include copies of issued permits, payment application, submittal requirements, as-built survey and record drawing requirements, testing requirements, requirements for the payment and payment of the two (2) year maintenance bond to be provided by the County's Contractor to the City and any other information needed by the County or the County's

Contractor for construction. The City acknowledges that County's review of the specifications may require the City to make changes to the specifications or submit additional information to County.

Section 6. Permitting. The City accepts sole responsibility for obtaining, at City expense, all necessary Florida Department of Environmental Protection (FDEP), and FDOT permits required, if any, for the City Utility Work. The County's Contractor shall be responsible for obtaining the County right-of-way permit for the City Utility Work.

Section 7. Bidding and Contract Award. The City shall provide the County with a bid schedule containing bid items (item number and description), unit of measure and estimated quantity for all major items of the City Utility Work. The bid schedule shall be in tabular format with spaces provided for the County's bidders to fill in unit prices and total prices for each bid item. The City agrees that County review of the bid schedule may require the City to make changes to the schedule or submit additional information to the County.

(a) All tasks associated with bidding, including, but not limited to, bid advertisement, distribution of bid documents, bid opening, evaluation of bidders and award of the contract shall be conducted by the County. The City shall provide written answers to questions from the County and respond as needed to questions raised, if any, during the bidding process. Prior to the bid opening, the City shall not communicate and shall ensure that HDR does not communicate in any manner with a prospective bidder, plan holder, subcontractor, or other person, firm or entity regarding the plans and

specifications. The parties agree that all information regarding the bid documents, including the plans and specifications, questions, interpretations and explanations regarding same shall be processed through the County.

(b) The County shall provide City with a copy of all bids received so City can evaluate all submitted prices for the City Utility Work. The City understands and agrees that the County shall award the trail and pedestrian underpass construction contract to the lowest, responsive and responsible bidder for the County project in accordance with the County's Purchasing Code requirements, and acknowledges that the lowest overall trail and pedestrian underpass bid may not necessarily include the lowest submitted bid prices for City Utility Work.

(c) The County shall not award the trail and pedestrian underpass construction contract until FDEP approval. If FDEP approval is not received within sixty (60) days after determination by the County of the apparent responsive low bidder, then the City Utility Work may be deleted from the contract, and the County's award and contract execution shall proceed without including the City Utility Work. The City shall be responsible for subsequent additional costs and charges, if any, caused by issuance of a change order to reincorporate the City Utility Work into the awarded contract.

(d) Until twenty (20) calendar days after bid opening, the City may elect to withdraw the City Utility Work from the process by providing written notice to the County. From twenty-one (21) days after bid opening, the City may not terminate this Agreement without

providing thirty (30) days written notice to the County and paying all costs and expenses incurred by the County and the County's Contractor up to the date of notification for the City Utility Work.

Section 8. Administration of Construction Contract. Any communication with the County's Contractor during construction shall be through the County or the County's designated Construction Engineering and Inspection Professional Engineer ("CEI Consultant"). The City is authorized to consult with the CEI Consultant during the construction period regarding the City Utility Work. Construction layout, construction coordination, including coordination with other utilities and scheduling all work are the sole responsibility of the County, the CEI Consultant and the County's Contractor and not the responsibility of the City or HDR.

(a) The County shall ensure that the CEI Consultant shall: (1) schedule and attend the preconstruction meeting, progress meetings, and project closeout meetings with the Contractor; (2) provide on-site inspection services, engineering services, surveys for as-built drawings and final quantities; (3) provide construction coordination with subcontractors, surveyors, layout personnel and construction quality control testing personnel; and (4) issue instructions to the County's Contractor, coordinate the processing of contract change orders, process payment applications and conduct punch list and final inspections of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other contract documents.

(b) The City and/or HDR shall attend the preconstruction meeting, review and respond to County, County Contractor or CEI Consultant questions or requests for information and review proposed construction changes. The City shall not issue directions, interpretations, product approvals or denials, grant time extensions, approve payment of claims, or in any way administer the construction or associated paperwork with the Contractor inasmuch as such actions shall be approved and issued by the County in accordance with applicable provisions of the contract between the County and the Contractor. The City shall be responsible for the cost of conflict manholes not included in the original contract.

(c) The City shall have the opportunity to review and approve all shop drawings, manufacturers' brochures or catalogs, and change orders related to the City Utility Work prior to approval by the County for inclusion in the construction contract. The City shall be responsible for payment to the County for costs resulting from approved change orders related to the City Utility Work. The County shall make all reasonable efforts to accommodate the City's request for change orders relating to the City Utility Work. In the event of a conflict or dispute relating in any way to the City Utility Work, the County shall have final authority.

(d) The City shall be solely responsible for coordinating and obtaining all FDEP approvals, processes and notifications required for the City Utility Work. The County's Contractor shall provide the as-builts and/or record drawing information to the County's CEI Consultant. The County's Contractor shall take the bacteriological

samples and submit them to FDEP for approval, along with the signed and sealed as-built survey and/or record drawing. The County's CEI Consultant shall provide to the City copies of the bacteriological sample reports, as-built survey and/or record drawing information and other support documents.

Section 9. Inspection During Construction. The City and HDR shall have the right at all times to non-intrusively inspect the City Utility Work and any and all records relating to the performance of the City Utility Work, the contract administration and all inspections. The City and HDR may inspect the City Utility Work and any related construction; however, compliance with the construction documents shall also be evaluated based on geotechnical testing and other reports provided by the CEI Consultant and the coordination of construction activities, including the survey and layout of construction. The City and HDR shall immediately notify the County and CEI Consultant upon the discovery of any non-compliant records or construction work or other issues of concern. The County shall, upon request, furnish the City with three (3) copies of all reports requested by the City. The City shall ensure that copies of any reports or other documents issued by City inspectors or HDR are provided to the COUNTY and the CEI Consultant.

Section 10. Maintenance of Facilities. During construction, the maintenance of installed City Utility Work is the responsibility of the Contractor. It is anticipated that installation and startup of the City Utility Work shall occur prior to completion of the trail and pedestrian underpass portion of the construction contract. During

this period, City shall be allowed to operate its facilities; however, protection of the completed facilities and maintenance during construction shall be the continued responsibility of the Contractor until final contract closeout. If, during the course of the work, cessation of utility services occurs, it shall not constitute a breach of this Agreement on the part of either party hereto and neither party shall be liable to the other for damage resulting from such cessation of services. This release of liability shall not be construed to release the Contractor awarded the construction contract or any other third party from any liability for any damage from whatever cause whatsoever. Upon completion of the County construction contract, acceptance of the City Utility Work by the City, and final payment by the City, the City shall own, control, maintain and be responsible for its facilities, in accordance with the terms of any and all utility permit(s).

Section 11. Schedule. Except as to delays covered by the force majeure provisions of the contract between the County and the Contractor, should the City's Utility Work be delayed for any reason within the City's control, the City shall be responsible for the cost of any resultant time delays to the County's trail and pedestrian underpass portion of the work performed by the County's Contractor and/or CEI Consultant. If resolution of a time delay impact is not promptly reached or if the trail and pedestrian underpass completion schedule is materially delayed by the City's Utility Work, the County shall immediately notify the City and may thereafter timely issue a change order to the Contractor deleting the City's unfinished utility

work from the contract if the City cannot resolve the issue within seven (7) business days.

Section 12. Administrative Agent. The County is designated as the party to administer this Agreement by and through its departments and officers, consultants and independent contractors.

Section 13. Cost Computation, Payment. The City shall pay to the County the cost of the City Utility Work consistent with the approved and accepted bid, as documented by invoices from the Construction Contractor to the COUNTY, plus a portion of the cost of the services of the CEI Consultant calculated as hereafter stated.

(a) It is the intent of the parties that all construction costs for the City Utility Work, excluding the CEI Consultant services, and including regulatory compliance testing, survey layout, preparation of record drawings and closeout submittals and the maintenance bond, be included in the bid price for the City Utility Work. Should the County incur any cost directly related to performance of the City Utility Work, other than the CEI Consultant services not included in the bid price, those costs shall be included in the amount payable by the City upon submission of an invoice supporting the amount thereof.

(b) The City's share of the fee paid to the CEI Consultant by the County shall be that portion of the CEI Consultant fee billed to the County that bears the same ratio that the City Utility Work bears to the total contract price for the trail and pedestrian underpass project, including the City Utility Work. Initially, the percentage to be used shall be based upon the bid as awarded by the County. At the conclusion of the Project, the final percentage shall be

calculated based upon the final contract amounts as adjusted by change orders, if any. Any difference between the amount paid using the initial percentage and the amount due using the final calculation shall be paid by the City or the County, as the case may be, within thirty (30) days after close out of the construction contract. By way of example, if the construction contract as awarded totals $15,000,000.00 (including the cost of the City Utility Work) and the portion of that amount attributable to the City Utility Work is $3,000,000.00 then the percentage applied to the CEI Consultant billing will be twenty percent (20%) ($3,000,000.00 divided by $15,000,000.00). The same method shall be used to calculate the final CEI Consultant fee percentage except the numbers shall reflect the final contract amounts, including all change orders, if any.

(c) On or before the sixty-second (62nd) day after award of the construction contract, the City shall deposit with the County twelve percent (12%) of the total bid amount for the City Utility Work. Such funds shall be held in a separate account and utilized to pay contractor's invoices related to the City Utility Work and the applicable portion of the CEI Consultant's fee. Should funds remain in the account after contract closeout, such funds shall be credited against any and all other charges payable by the City to the County pursuant to this Agreement. The County shall refund any remainder to the City within thirty (30) days of closeout of the construction contract.

(d) Beginning on the first day of the month following receipt of the first invoice from the Contractor, the County shall issue

monthly bills to the City for the City's portion of payment due for the City Utility Work and the fee paid to the CEI Consultant, calculated as stated above. All late payments shall be assessed non-refundable interest at the statutory rate.

Section 14. Closeout. After final completion and acceptance of the Contractor's work on the City Utility Work and the County Project, the City shall be entitled to receive one (1) set of twenty-four inches (24") by thirty-six inches (36") reproducible mylar (3 mil or greater) as-built drawings reflecting the City Utility Work, provided the City has made all payments required by this Agreement.

Section 15. Duties and Level of Services. The County shall coordinate in good faith with the City with regard to all services and work performed pursuant to this Agreement. Notwithstanding the above, however, all services and work hereunder shall be performed to the satisfaction of the County or the County's CEI Consultant, which shall decide as provided herein all questions, difficulties and disputes of whatever nature which may arise under or by reason of such services and work, the prosecution and fulfillment of the services and work hereunder, and the character, quality, amount and value thereof, which decision upon all claims, questions, and disputes shall be final and conclusive with respect to all services and work performed or to be performed.

Section 16. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall have no claim against the other party for pension, workers' compensation, unemployment compensation, civil service or other

employee rights or privileges whether granted by operation of law or by policy of the non-employing party.

Section 17. Funding/Termination. The City, by approving and executing this Agreement, represents and warrants that sufficient funds are available and have been properly budgeted to pay the anticipated costs of the City Utility Work and a portion of the CEI Consultant's fees, all as envisioned by this Agreement. The City understands and agrees that it is in the best interest of both parties that the City Utility Work be accomplished simultaneously with the County Project. Accordingly, the City shall not terminate this Agreement except in the case of a breach of this contract by the County and in accordance with the provisions of this paragraph. To facilitate performance pursuant to this Agreement, each party agrees to provide full cooperation and assistance to the other. Except for failure to make payment, the circumstances whereby the County may terminate this Agreement and remove the City Utility Work from the County Project are specified throughout this Agreement and are not subject to the provisions of this paragraph. As to any City claim of breach by the County and as to a County claim of non-payment by the City, the following shall apply:

(a) Notice. The party making the claim shall provide a written statement of the claim, providing as much detail as reasonably possible under the circumstances. The other party shall have ten (10) days to remedy the claim or, if the matter cannot be resolved in that time period, begin resolution thereof and thereafter complete in a timely manner resolution of the claim.

(b) Settlement Discussions. If the dispute is not resolved as a result of the notice provided above, the managers of the City and County shall meet and attempt to reach a satisfactory resolution. If the dispute is not so resolved between the managers, this Agreement shall be terminated on the seventh (7^{th}) day after said meeting. In all events, the City shall reimburse the County for all costs and expenses incurred through the date of termination, including the amounts payable to the Construction Contractor and the CEI Consultant.

Section 18. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, and sent to:

For County:

County Engineer
Seminole County
Seminole County Services Building
1101 East First Street
Sanford, FL 32771

For City:

City Engineer
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701

Either of the parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

Section 19. Liability.

(a) To Third Parties. As to the City Utility Work, the City shall, to the extent permitted by Florida Law, indemnify and hold the County harmless from and against all liability, loss, costs, damages, and claims of any kind arising from personal injuries, including death

or property damage suffered by third parties as a result of the City's Utility Work. The term "third parties" is intended to mean all persons, firms, or other legal entities except the City, the County, the Contractor, and the CEI Consultant. Contractor's contract and CEI Consultant's contract shall include an indemnity in favor of the City, as well as in favor of the County, for all liability arising from the Contractor's work or CEI Consultant's work. Further, the aforementioned contracts shall include a provision stating that the City is a third party beneficiary of the respective contracts. In addition, to the extent permitted by law, the City shall indemnify the County, the Contractor and the CEI Consultant from and against any and all claims related to or arising from the failure of the City to obtain necessary easements for the location of the City facilities outside the County's rights-of-way. Nothing herein shall be construed to waive or expand the provisions and requirements of Section 768.28, Florida Statutes.

(b) To the County. The City shall indemnify and hold the County harmless from any and all contract claims made by the Contractor or the CEI Consultant for damages, extra compensation, profit, overhead expenses for both home office and field operations, or any such cost or expenses related to or arising from the City Utility Work, it being understood and agreed that the County is including this work in its construction contract in order to save the City time and money and that the County is essentially acting as the City's agent with respect to this work. The City shall be relieved from the obligations imposed by this paragraph on account of any breach of contract by the County

related to this Interlocal Agreement, the contract with the Contractor or the contract with the CEI Consultant; it being the intent of the parties that the City shall pay the total amount which may be or become payable on account of any claim covered by this paragraph, leaving open the issue of whether the City is entitled to recover damages from the County on account of the claimed breach of contract. City has the right to participate in any settlement discussions with CEI Consultant or Contractor relating to the City Utility Work, so long as City pays its share of the costs of litigation, including the judgment. Nothing herein shall be construed to waive or expand the provisions and requirements of Section 768.28, Florida Statutes.

(c) These indemnity obligations include any and all charges, expenses and costs, including but not limited to, attorney's fees, both at trial and on appeal, incurred by the County on account of or by reason of any such damages, liability, claims, suits, or losses.

Section 20. Entire Agreement. 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. 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 21. Conflict of Interest. The parties agree that they will not contract for or accept employment for the performance of any work or services with any individual, business, corporation or

government unit that would create a conflict of interest in the performance of the obligations of this Agreement.

Section 22. Constitutional and Statutory Limitations. The terms and conditions of this Agreement are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of the City and the County. Specifically, the parties acknowledge that the County and the City are without authority to grant or pledge a security interest in the products sold pursuant to this Agreement or any other property, either real or personal, that is owned by the County or the City.

Section 23. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

ATTEST:

CITY OF ALTAMONTE SPRINGS

_____
PATSY WAINRIGHT,
City Clerk

By: _____
RUSSEL HAUCK, Mayor

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON D. HENLEY, Chairman

Date: _____

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

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

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

_____
County Attorney
SED/sb/lpk
09/19/06 10/17/06 2/12/07
F:\USERS\SDIETRICH\PUBLIC WORKS\INTERLOCAL UTILITY CONST AGMT CITY OF ALTAMONTE SPRINGS.DOC

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Purchase Agreement for property necessary for the Bear Lake Road Improvement Project.

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Debbie Rogers **EXT:** 5651

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Purchase Agreement between Lakeside Baptist Church of Orlando, Inc. and Seminole County for property necessary for the Bear Lake Road Improvement Project.

District 3 Dick Van Der Weide

Jerry McCollum

BACKGROUND:
As part of the drainage improvements on Bear Lake Road, it is necessary to acquire a corner clip (see attached map) from Lakeside Baptist Church of Orlando, Inc. The Purchase Agreement is for the amount of the appraised value of $6,030.00 (CIP #192014). Funds have been allocated to accommodate this purchase for the Bear Lake Road Improvement Project as part of the County Mid-Year Budget Amendment.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute a Purchase Agreement between Lakeside Baptist Church of Orlando, Inc. and Seminole County for property necessary for the Bear Lake Road Improvement Project.

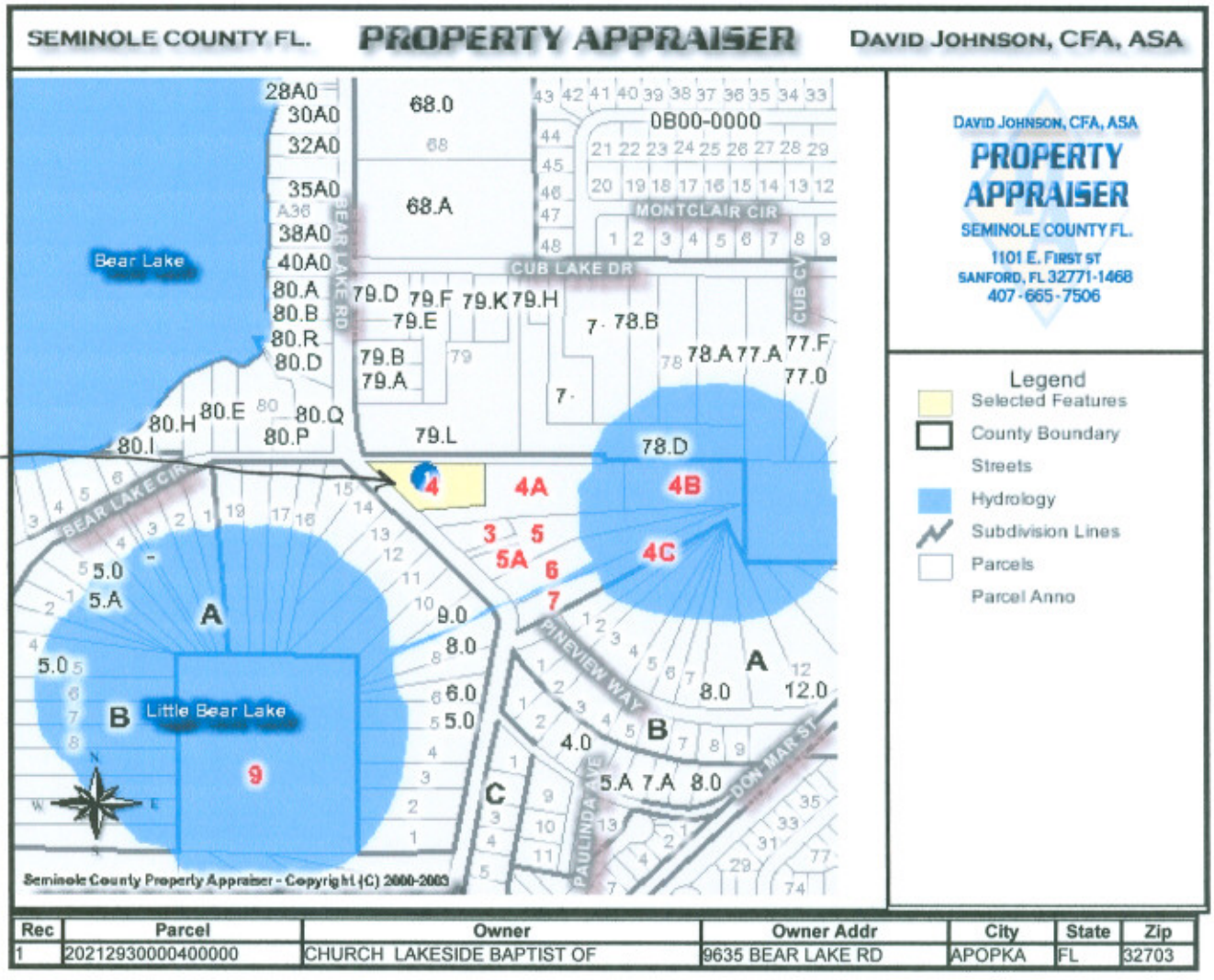
ATTACHMENTS:

1. Location Map
2. Agreement

Additionally Reviewed By:

- ☑ Budget Review (Fredrik Coulter, Lisa Spriggs)
- ☑ County Attorney Review (Matthew Minter)

Location Map



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	20212930000400000	CHURCH LAKESIDE BAPTIST OF	9635 BEAR LAKE RD	APOPKA	FL	32703

This Instrument 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 Wessels, P.L.S.
County Surveyor
Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

PURCHASE AGREEMENT

STATE OF FLORIDA
COUNTY OF SEMINOLE

This Agreement is made and entered into this 10 day of April, 2007, by and between Lakeside Baptist Church of Orlando, Inc., a Florida Corporation, whose address is 9635 Bear Lake Road, Apopka Florida, 32703, hereinafter referred to as "OWNER" and Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as "County."

W I T N E S S E T H:

WHEREAS, the COUNTY requires the hereinafter described property for COUNTY purposes in Seminole County.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions herein contained OWNER hereby agrees to sell and COUNTY hereby agrees to buy the following property subject to the following terms and conditions.

I. LEGAL DESCRIPTION

See Legal Description and Sketch of Description attached hereto as Exhibits "A-1", & "A-2" respectively.

Property Appraiser's Parent Parcel Identification No:
20-21-29-300-0040-0000

II. PURCHASE PRICE

OWNER agrees to sell and convey the above described property, free of liens and encumbrances, unto COUNTY for the sum of $6,030.00.

III. CONDITIONS

(a) COUNTY shall pay to owner the sum of $6,030.00 after the instruments required to complete the above purchase and sale have been properly executed and delivered to COUNTY.

(b) Any and all encumbrances existing upon the property are to be removed by the OWNER prior to closing.

(c) The OWNER covenants that there are no hazardous wastes or other forms of environmental contamination located in, on or upon the property being acquired by the COUNTY.

(d) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

IN WITNESS WHEROF, the parties hereto have executed this Agreement in their respective names for the purposes herein expressed on the day and year above written.

ATTEST:

(Sign): _____
Print Name:

(Sign): _____
Print Name:

LAKESIDE BAPTIST CHURCH OF ORLANDO, INC., A Florida Corporation

_____
Pastor Tom Clinkscale, Sr. Pastor

Date: 4/10/07

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

_____
Carlton Henley, Chairman

Date: _____

A PORTION OF PARENT PARCEL:
LAKESIDE BAPTIST CHURCH
O.R.B.2304, PG.415

OWNER: LAKESIDE BAPTIST CHURCH
OF ORLANDO, INC.
PARENT PARCEL ID. No. 20-21-29-300-
0040-0000

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2304, PAGE 416, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE WITH NO IDENTIFICATION, MARKING THE EAST 1/4 CORNER OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 29 EAST, RUN S89°28'33"E, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST, A DISTANCE OF 56.02 FEET TO A POINT ON A LINE PROJECTED N47°40'18"W FROM THE EXISTING EASTERLY RIGHT OF WAY LINE OF BEAR LAKE ROAD AS RECORDED IN PLAT BOOK 14, PAGE 31 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S47°40'18"E, ALONG SAID LINE OF PROJECTION, A DISTANCE OF 22.50 FEET TO THE POINT OF INTERSECTION OF THE AFORESAID EXISTING EASTERLY RIGHT OF WAY LINE OF BEAR LAKE ROAD AND A LINE PARALLEL WITH AND 15 FEET SOUTH OF, WHEN MEASURED PERPENDICULAR TO, THE AFOREMENTIONED NORTH LINE OF THE SOUTHWEST 1/4, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN S89°28'33"E, ALONG SAID PARALLEL LINE, A DISTANCE OF 21.78 FEET; THENCE, DEPARTING SAID PARALLEL LINE, RUN S37°33'52"E A DISTANCE OF 82.71 FEET TO A POINT ON THE AFORESAID EXISTING EASTERLY RIGHT OF WAY LINE OF BEAR LAKE ROAD; THENCE RUN N47°40'18"W, ALONG SAID EXISTING RIGHT OF WAY LINE, A DISTANCE OF 97.66 FEET TO THE POINT OF BEGINNING .

CONTAINING 709 SQUARE FEET, OR 0.016 ACRES, MORE OR LESS

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE DERIVED FROM THE EASTERLY RIGHT OF WAY LINE OF BEAR LAKE ROAD LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 29 EAST AS DEPICTED ON THE PLAT OF BEAR LAKE ROAD RECORDED IN PLAT BOOK 14, PAGES 31-33, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, HAVING A BEARING OF N47°40'18"W, BASED ON STATE PLANE COORDINATES.

2. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY. INFORMATION SHOWN HEREON WAS COMPILED FROM THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; AS PHYSICALLY MONUMENTED AND FIELD VERIFIED; AND WITH ABSTRACTED TITLE INFORMATION PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, AGENT'S FILE NUMBER OS06/774, WITH AN EFFECTIVE DATE OF NOVEMBER 1, 2006.

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

TIM M. KLEIN DATE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER 6093

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

THIS IS NOT A SURVEY. SHEET 1 OF 2

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
LAKESIDE BAPTIST CHURCH
O.R.B.2304, PG.416
LOCATED IN SECTION 20-T21S-R29E
SEMINOLE COUNTY, FLORIDA

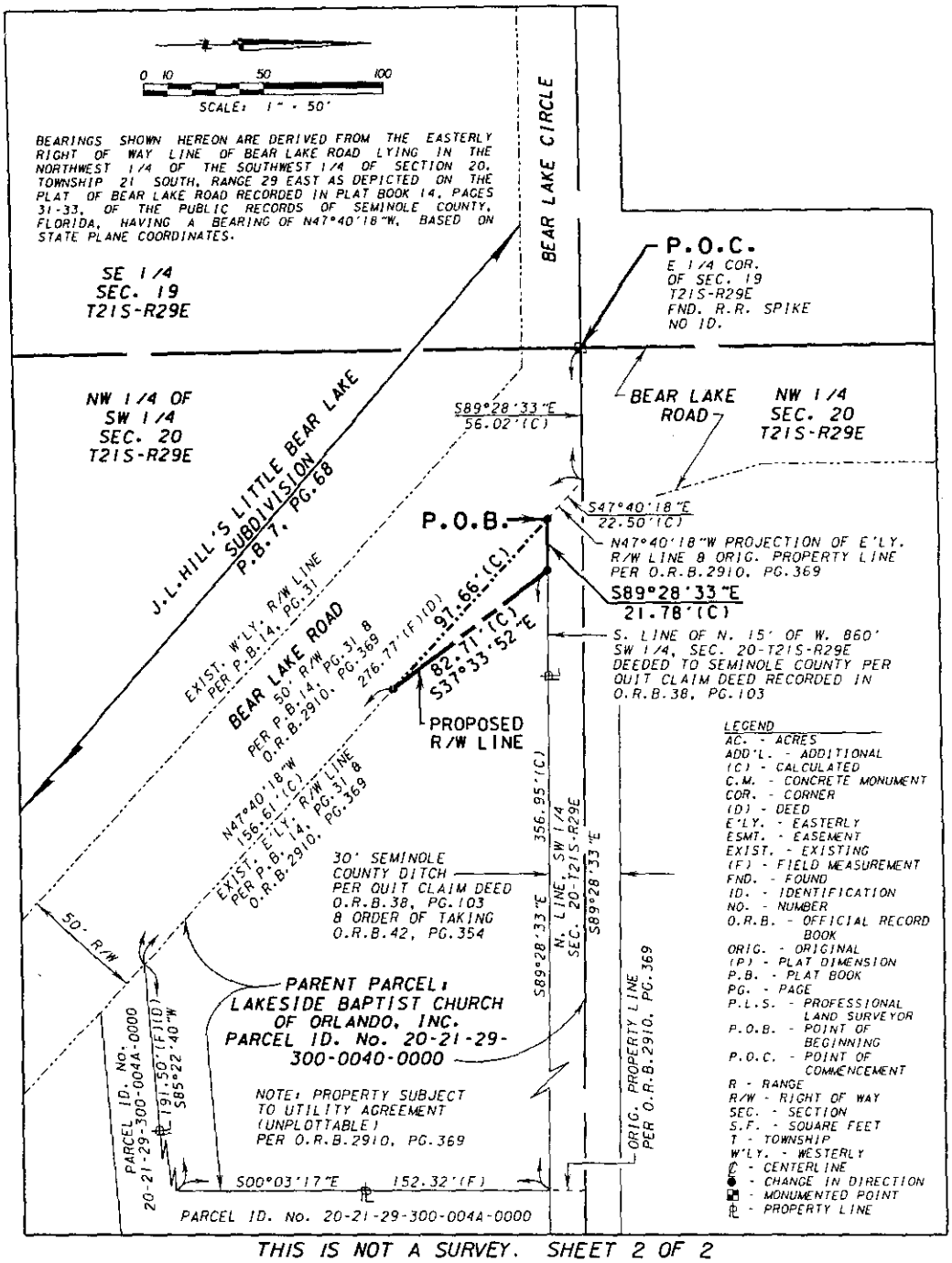
12/11/06 RRC SM8-LAKESIDE-S_D-dgn

CERTIFICATE OF AUTHORIZATION No. LB 1221

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

Exhibit A-1



THIS IS NOT A SURVEY. SHEET 2 OF 2

SEE SHEET 1 OF 2 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
LAKESIDE BAPTIST CHURCH
O.R.B. 2304, PG.416
SHEET 2 OF 2

12/11/06 RRC SMB-LAKESIDE-S_D.dgn

CERTIFICATE OF AUTHORIZATION No. LB 1221

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

Exhibit A-2

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Resolution - Supplemental Local Agency Program (LAP) Agreement (Supplement Number 3) with the Florida Department of Transportation for the design of State Road 46 Gateway Sidewalks (FDOT - FPN No. 417484-1-38-01)

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Debbie Rogers **EXT:** 5651

MOTION/RECOMMENDATION:
Adopt a resolution and authorize the Chairman to execute Supplement Number 3 to a Supplemental Local Agency Program (LAP) Agreement with the Florida Department of Transportation for design of the State Road 46 Gateway Sidewalk Project (from Rinehart Road to Airport Boulevard). (FDOT - FPN No. 417484-1-38-01)

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

Seminole County entered into a Local Agency Program (LAP) Agreement for the State Road 46 Gateway Sidewalk Project (CIP #255801) in August 2005 (see attached LAP Agreement). The project consists of designing approximately 2.0 miles of sidewalk along State Road 46 from Rinehart Road to Airport Boulevard. The project will provide a 10-foot sidewalk along the north side and 5-foot sidewalk along the south side.

Supplement Number 3 is being requested to increase project design costs from $200,000 to $400,000. This increase is necessary to cover additional costs anticipated due to the complexity of design elements, such as drainage, involved in this project. Following completion of the design, FDOT will enter into a second Local Agency Program Agreement to cover the construction of this project, presently estimated at $3,128,000.

A budget amendment request to recognize and allocate an additional $200,000 of design funding in the County Budget is being processed, concurrently, through Fiscal Services with this agenda item.

STAFF RECOMMENDATION:
Staff recommends the Board adopt a resolution and authorize the Chairman to execute Supplement Number 3 to a Supplemental Local Agency Program (LAP) Agreement with the Florida Department of Transportation for design of the State Road 46 Gateway Sidewalk Project (from Rinehart Road to Airport Boulevard). (FDOT - FPN No. 417484-1-38-01)

ATTACHMENTS:

1. Location Map

2. Resolution
3. Agreement
4. Agreement

Additionally Reviewed By:

- [x] Budget Review (Fredrik Coulter, Lisa Spriggs)
- [x] County Attorney Review (Matthew Minter)
- [x] Grant Review (Jennifer Bero, Lisa Spriggs)

S.R. 46 Gateway Sidewalk Project

PROJECT LOCATION MAP



RESOLUTION NO. 2007 - R - _____ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 8th DAY OF MAY, 2007.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the design of the State Road 46 Gateway Sidewalks from Rinehart Road to Airport Boulevard, with a ten (10') foot sidewalk along the north side and five (5') foot sidewalk along the south side of State Road 46; and

WHEREAS, The State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation Supplement Number 3 to the Supplemental Local Agency Program Agreement for the aforementioned project, FPN 417484-1-38-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation Supplement Number 3 to the Local Agency Program Agreement for the aforementioned project, FPN 417484-1-38-01.

ADOPTED THIS 8th DAY OF May, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY

_____

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

_____

Carlton D. Henley, Chairman

SUPPLEMENT NO.: 3	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **SUPPLEMENTAL LOCAL AGENCY PROGRAM AGREEMENT** SUPPLEMENTAL AGREEMENT	FPN: **417484-1-38-01** CONTRACT NO.: **AO 857**

PROJECT DESCRIPTION

Seminole County desires to supplement the Agreement entered into and executed on December 6, 2005 as identified above. All provisions in the basic Agreement remain in effect except as expressly modified by this Supplement. The changes to the Agreement are described as follows:

Name: SR 46 Gateway Sidewalks Length: ~ 2.0 Miles

Termini: Rinehart Road to Airport Boulevard

Description of Work: Design of 10-foot sidewalks on north side of SR 46 and 5-foot sidewalks on the south side of SR 46.

Reason for Supplement: To increase funding for design.

TYPE OF WORK	FUNDING				
	(1) PREVIOUS PROJECT TOTAL FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT PROJECT TOTAL FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL FEDERAL AND STATE FUNDS
P.E. a. Agency Work	$ 200,000.00	$ 200,000.00	$ 400,000.00	---	$ 400,000.00
b. Other					
c. Department Services					
d. Total PE Cost (a+b+c)	$ 200,000.00	$ 200,000.00	$ 400,000.00	---	$ 400,000.00
Right-of-Way					
e. Agency Work					
f. Other					
g. Department Services					
h. Total R/W Cost (e+f+g)					
Construction					
i. Contract					
j. Other					
k. Other					
l. Other					
m. Total Contract Costs (i+j+k+l)					
Construction Engineering					
n. Agency					
o. Other					
p. Department Forces					
q. Total Construction Engineering (n+o+p)					
r. Total Construction Cost (m+q)					
s. **TOTAL COST OF PROJECT** (d+h+r)	**$ 200,000.00**	**$ 200,000.00**	**$ 400,000.00**	---	**$ 400,000.00**

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

_____
Carlton D. Henley, Chairman

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

Approved as to form and legal sufficiency.

_____
County Attorney

SUPPLEMENTAL LOCAL AGENCY PROGRAM AGREEMENT

STATE ROAD 46 GATEWAY SIDEWALKS

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (Seminole County)

By: _____
Name:
Title:

Attest: _____
Title:

Date: _____

As to form:

_____
Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Rise' K. Wall
Title: Director of Transportation Support, District 5

Attest: _____
Title: Administrative Assistant

Date: _____

As to form:

_____
District Attorney

State of Florida Department of Transportation

LOCAL AGENCY PROGRAM AGREEMENT

FPN:	417484-1-38-01	Fund:	SE	FLAIR Approp:	088849
Federal No:	3141-028-P	Org Code:	55053010541	FLAIR Obj:	790089
FPN:		Fund:		FLAIR Approp:	
Federal No:		Org Code:		FLAIR Obj:	
County No:	77	Contract No:	AO 857	Vendor No:	F596-000-856-065

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this 6th day of December, 2005 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and SEMINOLE COUNTY, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773 hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 334.044, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design of sidewalks along SR 46 and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Modifications and Additions: Exhibit(s) "A" and "B" are attached hereto and by this reference made a part hereof.

2.00 Accomplishment of the Project:

2.01 General Requirements: The Agency shall commence and complete the project as described in Exhibit "A" with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before June 30, 2006. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration may require.

3.00 Project Cost:

3.01 Total Cost: The estimated total cost of the project is $ 200,000.00 . This amount is based upon the schedule of funding in Exhibit "B" attached hereto and by this reference made a part hereof. The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes Federal-aid funds that are limited to the actual amount of Federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;

c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;

d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency in writing when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

3.06 Notice to Proceed: No cost may be incurred under this contract until the Agency has received a Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 CFR 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, Federal participation may be approved in the amount determined to be adequately supported; the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for Federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for Federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding, shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-Aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements established in Exhibit "B" of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Agency's general accounting records and the project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved schedule of funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of Federal and State funds are to have audits done annually using the following criteria:

Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding Federal agency. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding State Agency.

In the event that a recipient expends $300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the **United States Office of Management and Budget (OMB) Circular A-133.**

If a recipient expends less than $300,000 in Federal awards during its fiscal year, an audit conducted in accordance with the **OMB Circular A-133** is not required. If a recipient expends less than $300,000 in Federal awards during its fiscal year and elects to have an audit conducted in accordance with **OMB Circular A-133**, the cost of the audit must be paid from non-Federal funds.

Reporting packages and management letters generated from audits conducted in accordance with **OMB Circular A-133** shall be submitted to the awarding Department office by the recipient within 30 days of receiving it. The aforementioned items are to be received by the appropriate Department office no later than 9 months after the end of the recipient's fiscal year.

The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit finding is required. Current year audit findings require corrective action and status of finding.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Comptroller, and the Office of the Auditor General.

The recipient shall submit required audit documentation as follows:

A Reporting Package and Data Collection Form for each audit conducted in accordance with **OMB Circular A-133** shall be sent to:

Federal Audit Clearinghouse
Bureau of the Census
1201 East Tenth Street
Jefferson, IN 47132

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of the FHWA to inspect all work, workmanship, materials, payrolls, records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a Federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 CFR 24, Appendix B, and be submitted to the Department no later than October 15 each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this agreement, in accordance with Section 112.061 Florida Statutes, and Chapter 3 –"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If after project completion any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Department.

7.00 The Department's Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application or any supplement thereto or amendment thereof or in or with respect to any document or data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein; or

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project that the FHWA or the Department acting in lieu of the FHWA, may designate as ineligible for Federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period will not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement or (b) suspending the Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time. Suspension of the contract will not affect the time period for completion of the Agreement.

If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is terminated.

If the Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of Federal financial participation in the project shall not constitute a waiver of any claim that the Department may otherwise have arising out of this Agreement.

9.00 Contracts of the Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

10.01 DBE Policy: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable Federal and State regulations apply to this Agreement.

10.02 DBE Obligation: The Agency and its contractors agree to ensure that DBE's as defined in applicable Federal and State regulations, have the opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable Federal and State regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted contracts.

10.03 Disadvantaged Business Enterprise (DBE) Obligations: If Federal Transit Administration or FHWA Funding is a part of this project, the Agency must comply with applicable Federal and State regulations.

11.00 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Applicable to All Federal-aid Contracts – 49 CFR 29):

By signing and submitting this Agreement, the Agency is providing the certification set out below:

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

The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available, Department may terminate this transaction for cause of default.

The Agency shall provide immediate written notice to the Department if any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," ineligible," "lower tier covered transaction," "participant," "person," primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contact the Department for assistance in obtaining a copy of those regulations.

The Agency further agrees by submitting this Agreement that it shall not knowingly enter into any contracts with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the Department.

The Agency further agrees by submitting this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" provided by the Department, without modification, in all contracts and in all solicitations for contracts.

The Agency may rely upon a certification of a prospective sub-contractor that the person is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. The Agency may decide the method and frequency by which it determines the eligibility of its sub-contractors. The Agency may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) that is compiled by the General Services Administration.

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

Unless authorized by the Department, if the Agency knowingly enters into a contract with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available, the Department may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Agency certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the Agency is unable to certify to any of the statements in this certification, an explanation shall be attached to this proposal.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity.

12.06 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during his tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department may waive the prohibition contained in this subsection, provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

12.07 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law, provided that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Contractual Indemnity: To the extent permitted by law, the Agency shall indemnify, defend, save, and hold harmless the Department and all its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Agency, its officers, agents or employees during the performance of the Agreement except that neither the Agency, its officers, agents or its employees will be liable under this paragraph for any claim, loss damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Department or any of its officers, agents or employees during the performance of the Agreement.

The parties agree that this clause shall not waive the benefits or provisions of Chapter 768.28, Florida Statutes, or any similar provision of law.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within 14 working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

13.09 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable Federal and State requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency, and that the project is accepted by the Agency as suitable for the intended purpose.

13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no Federally appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federally appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a State agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State system constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency (will) (~~will not~~) maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount to the Agency. Interest penalties of less than $1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (Seminole County)

By: _____
Name:
Title:

Attest: _____
Title:

As to form:

_____
Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Rise' K. Wall
Title: Director of Transportation Support, District 5

Attest: _____
Title: Administrative Assistant

As to form:

_____
District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

ATTEST:

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

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: CARLTON HENLEY, Chairman

Date: 8/11/05

As authorized for execution by
the Board of County
Commissioners at their regular
meeting of 8-9-05, 2005.

FPN: 417484-1-38-01

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Reimbursement Agreement between the State of Florida Department of Transportation and SEMINOLE COUNTY, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773.

Dated 12/6/05

PROJECT LOCATION:

City of Sanford, Seminole County

The project **is not** on the National Highway System.
The project **is** on the State Highway System.

PROJECT DESCRIPTION:

Design of 10-foot sidewalks on north side of SR 46 and 5-foot sidewalks on south side of SR 46 from Towne Center Boulevard to Airport Boulevard. The project length is 2.198 miles.

SPECIAL CONSIDERATION BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the FPN, the Federal identification number, where applicable, the amount of State funding action (receipt and disbursement of funds), any Federal or local funding action, and the funding action from any other source with respect to the project.

Invoices and Progress Reports shall be submitted on a monthly basis to:

Vince Vacchiano, LAP Project Manager
Florida Department of Transportation
719 South Woodland Boulevard, MS 3-506
DeLand, Florida 32720

SPECIAL CONSIDERATION BY DEPARTMENT:

N/A

AGENCY NAME & BILLING ADDRESS	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	FPN
SEMINOLE COUNTY 520 West Lake Mary Blvd., Suite 200 Sanford, Florida 32773	**EXHIBIT "B"** **SCHEDULE OF FUNDING** LOCAL AGENCY PROGRAM AGREEMENT	417484-1-38-01

PROJECT DESCRIPTION

Name SR 46 Gateway Sidewalks Length 2.198 miles

Termini from Towne Center Boulevard to Airport Boulevard

TYPE OF WORK By Fiscal Year		FUNDING (1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
P.E.	2003-2004			
	2004-2005			
	2005-2006	$ 200,000.00		$ 200,000.00
	Total PE Cost	$ 200,000.00		$ 200,000.00
Right-of-Way	2004-2005			
	2005-2006			
	2006-2007			
	Total Right-of-Way Cost			
Construction	2004-2005			
	2005-2006			
	2006-2007			
	2007-2008			
	Total Contract Costs			
Construction Engineering and Inspection				
	2004-2005			
	2005-2006			
	2006-2007			
	Total Construction Engineering			
	Total Construction Cost			
TOTAL COST OF THE PROJECT		**$ 200,000.00**		**$ 200,000.00**

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AO857 Contract Type: AH Method of Procurement: G
Vendor Name: SEMINOLE CNTY PUBLIC WORKS/
Vendor ID: VF596000856065
Beginning date of this Agmt: 11/30/05
Ending date of this Agmt: 06/30/06

****

Description: Design of sidewalks along SR 46

****

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

****

Action: ORIGINAL Funds have been: APPROVED

55 053010541 *PD *790089 * 200000.00 *41748413801 *215
*20.205
2006 *55100100 *088849/06
0001 *00 * *0001/04

TOTAL AMOUNT: *$ 200,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 11/17/2005

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Seminole County, Seminole County Sheriff's Office and Kenmure Homeowner's Association,Inc. Traffic Enforcement Agreement

DEPARTMENT: Public Works **DIVISION:** Traffic Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Renee Bumgardner **EXT:** 5678

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Traffic Enforcement Agreement between Seminole County, the Seminole County Sheriff's Office, and Kenmure Homeowner's Association, Inc.

District 1 Bob Dallari

Melonie Barrington

BACKGROUND:

Traffic Engineering has received a request from Kenmure Homeowner's Association, Inc. to execute a Traffic Enforcement Agreement for the purpose of authorizing the Seminole County Sheriff's Office to enforce regulatory signs within their subdivision. All necessary signing improvements have been made, and the appropriate contractual agreement has been provided with the necessary signatures from the Sheriff and the Homeowners' Association President.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute the Traffic Enforcement Agreement between Seminole County, the Seminole County Sheriff's Office, and Kenmure Homeowner's Association, Inc.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Susan Dietrich)

SEMINOLE COUNTY, SEMINOLE COUNTY SHERIFF'S OFFICE AND KENMURE HOMEOWNER'S ASSOCIATION, INC.
TRAFFIC ENFORCEMENT AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY"; the **SEMINOLE COUNTY SHERIFF'S OFFICE**, a constitutional office of the State of Florida, whose address is Public Safety Building, 100 Bush Boulevard, Sanford, Florida 32773, hereinafter referred to as "SHERIFF" (which shall also include the Sheriff's deputies whenever acting on behalf of the Seminole County Sheriff's Office), and **KENMURE HOMEOWNER'S ASSOCIATION, INC.**, a Florida non profit corporation, whose principal address is Greystone Management, 1950 Lee Road, Suite 212, Winter Park, Florida 32789, hereinafter referred to as "ASSOCIATION".

W I T N E S S E T H:

WHEREAS, the COUNTY may exercise jurisdiction, to the extent of a public purpose, over any private road or roads located in the unincorporated area under written agreement as authorized by Section 316.006, Florida Statutes; and

WHEREAS, the SHERIFF is empowered to enforce the State Uniform Traffic Control provisions in Seminole County pursuant to Section 30.15, Florida Statutes; and

WHEREAS, the ASSOCIATION wishes to preserve the subject private roads of its subdivision as private roads that remain under the control of the ASSOCIATION without any transfer of jurisdiction, ownership, use, or any other rights to the public other than

limited statutory jurisdiction accepted by the public authorities who are parties to this Agreement to enforce the State Uniform Traffic Control provisions; and

WHEREAS, the COUNTY, SHERIFF and ASSOCIATION, in the interest of the public's health, safety, morals and welfare, desire to establish terms and conditions for the assumption of jurisdiction limited to the public purpose of enforcing the State Uniform Traffic Control provisions on the private roads owned or controlled by the ASSOCIATION; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 30, 125, 163 and 316, Florida Statutes, as well as other applicable law.

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

SECTION 1. PURPOSE. The purpose of this Agreement is to establish the terms and conditions under which the COUNTY will assume a limited jurisdiction for the public purpose of complying with Section 316.006, Florida Statutes, and the SHERIFF will provide State Uniform Traffic Control enforcement over the private roads under the ownership or control of the ASSOCIATION.

SECTION 2. TERM. This Agreement shall become effective upon execution by all parties, and shall run through the day before that date in the next calendar year and shall automatically be renewed thereafter for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein.

SECTION 3. PRIVATE ROADS. The COUNTY shall assume jurisdiction over and the SHERIFF shall enforce the State Uniform Traffic Control provisions over the private

roads under the ownership or control of the ASSOCIATION (the "Roads") on the attached Exhibit "A", which is incorporated by reference into this Agreement, except that neither the COUNTY nor SHERIFF shall have any responsibility for designing, installing, maintaining, or removing signage, striping, paving, or any other physical features, objects, or materials. The ASSOCIATION warrants that it is the sole owner of the Roads identified in Exhibit "A", or that it has, to the extent of the purposes of this Agreement, control of such Roads by written authorization signed by the owner(s) of the title to such Roads or parts thereof. The ASSOCIATION shall be responsible for complying with Section 316.0747, Florida Statutes, regarding the installation of traffic control devices in or about the Roads.

SECTION 4. SHERIFF'S RESPONSIBILITIES.

(a) The SHERIFF shall be solely responsible for traffic control and enforcement of the State Uniform Traffic Control provisions on the Roads identified on the attached Exhibit "A".

(b) The SHERIFF shall be solely responsible for the means and methods of enforcement including the scheduling of patrols and the use of radar or other methods of enforcement. The ASSOCIATION may provide input relating to desired scheduling of patrols, all subject to the SHERIFF's sole determination as to time and frequency of patrols and the use of radar.

(c) The SHERIFF is authorized by the ASSOCIATION to perform random or routine patrols of the Roads for general law enforcement purposes in addition to traffic enforcement.

SECTION 5. COMPENSATION.

(a) The ASSOCIATION, by payment of an hourly rate, shall reimburse the SHERIFF for all actual costs resulting to the SHERIFF from the provision of extended traffic enforcement services on the Roads. "Extended traffic enforcement services" shall mean the presence or activities of the Sheriff on the Roads:

(1) in excess of four (4) hours in a week when at the written request of the ASSOCIATION for specific schedules or activities, such as requesting radar and speed enforcement; or

(2) for special enforcement details or operations.

(b) For the initial term of this Agreement, the ASSOCIATION shall pay the SHERIFF the sum of THIRTY-FIVE AND 60/100 DOLLARS ($35.60) per deputy-hour as compensation for the actual costs of extended traffic enforcement services. No reimbursement shall be required for services by SHERIFF's deputies who are on routine or random patrol, except when such services are part of extended traffic enforcement services.

(c) The hourly rate for provision of extended traffic enforcement services provided by the SHERIFF shall be adjusted annually on or after October 1st of each successive term of this Agreement to accurately reflect the actual hourly costs of all deputies' activities contemplated by this Agreement. If SHERIFF's actual hourly costs increase, the COUNTY may, and the SHERIFF shall provide the ASSOCIATION with thirty (30) days' written notice of the increased rate to be charged under this Section.

SECTION 6. PAYMENT AND BILLING.

(a) The SHERIFF shall render to the ASSOCIATION, at the close of each calendar month in which extended traffic enforcement services have been rendered, an itemized invoice describing both the billable and non-billable services rendered, the average hourly cost of the billable services, and any other information required by this Agreement.

(b) Payment by the ASSOCIATION shall be made within thirty (30) days of receipt of the SHERIFF'S invoice.

SECTION 7. INDEMNIFICATION.

(a) The ASSOCIATION shall, at all times hereafter, indemnify and hold harmless COUNTY and SHERIFF, their commissioners, officers, agents, servants and employees, individually and collectively, from and against any damages, losses and causes of action arising out of any and all errors, omissions, defaults or negligent acts of ASSOCIATION, its officers, directors, agents, servants or employees in the performance of its duties and obligations under this Agreement or the services provided by the COUNTY and the SHERIFF pursuant to this Agreement unless such liability arises from the negligence of either the COUNTY or SHERIFF or misconduct by their agents or employees provided that the agent or employee is acting within the scope of their agency or employment.

(b) For purpose of liability, the COUNTY and the SHERIFF are protected by sovereign immunity in accordance with State law. This Agreement shall not constitute a waiver of immunity by such parties nor the ASSOCIATION's consent to such parties'

waiver thereof as to any matter to which such immunity would apply, except to the limited extent set forth in Section 768.28, Florida Statutes.

SECTION 8. INSURANCE.

(a) ASSOCIATION shall provide, pay for, and maintain in force at all times during the term of this Agreement such General Liability Insurance and Property Damage Insurance as will provide to COUNTY and the SHERIFF the protection contained in the foregoing Indemnification provision.

(b) Policies shall be issued only by companies authorized by certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company.

(c) ASSOCIATION shall protect COUNTY and the SHERIFF by specifically naming "SEMINOLE COUNTY, a political subdivision of the State of Florida" and the "SEMINOLE COUNTY SHERIFF'S OFFICE, a constitutional office of the State of Florida" as additional insureds under such policies. Such policies shall contain, as a minimum, the following provisions, coverages and policy limits of liability:

General Liability Insurance. The ASSOCIATION shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) for injuries, including accidental or wrongful death to any one person, and, subject to the same limit for each person, in an amount not less than TWO MILLION AND NO/100 DOLLARS ($2,000,000.00) on account of any one (1) occurrence.

(d) Prior to commencement of services hereunder, ASSOCIATION shall furnish to COUNTY and the SHERIFF a certificate of insurance evidencing the insurance required under this Agreement. Said certificate shall name and list COUNTY and SHERIFF as certificate holders and as additional insured under such policies.

(e) The policies and certificate of insurance shall additionally contain and list endorsements from the company that is issuing the policies: (i.) that said company meets the requirements set forth in Section 8(b) of this Agreement, (ii.) that any cancellation or any material change in the policies adversely affecting the interests of COUNTY or the SHERIFF in such insurance shall not be effective until thirty (30) days after written notice thereof to COUNTY and the SHERIFF, and (iii.) that the Association agrees to indemnify, and hold harmless COUNTY and SHERIFF, their commissioners, officers, agents, servants and employees, individually or collectively, in accordance with Section 7 of this Agreement. COUNTY or the SHERIFF may require a certified copy of such policies to be delivered by ASSOCIATION at any time.

(f) 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 Best's Rating and Financial Size Category, ASSOCIATION shall, as soon as ASSOCIATION has knowledge of any such circumstance, immediately notify COUNTY and the SHERIFF 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 ASSOCIATION

has replaced the unacceptable insurer with an insurer acceptable to COUNTY and the SHERIFF, ASSOCIATION shall be deemed to be in default of this Agreement.

(g) The maintenance of the insurance coverage set forth herein shall not be construed to limit ASSOCIATION's liability under the provisions of Section 7 of this Agreement.

(h) ASSOCIATION agrees to insert the substance of this clause, including this subsection (h), in all contracts and subcontracts hereunder, if any.

SECTION 9. TERMINATION OR ASSIGNMENT. This Agreement may be terminated by any one of the parties at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to each of the other parties, or immediately, at the option of the COUNTY or the SHERIFF, in the event any of the terms, covenants or conditions of this Agreement have been violated by ASSOCIATION. None of the parties shall assign this Agreement, or any interest arising herein, without the written consent of the other parties.

SECTION 10. REPRESENTATIONS. The undersigned persons signing on behalf of a party each represent that (s)he is the designated officer or general partner acting for that party; that this document has been reviewed and duly approved for execution by all necessary general partners, officers or directors of the named entity for which (s)he purports to sign with all the formalities required by law for such named entity to enter into a binding agreement; and that the respective entity has likewise authorized the undersigned to bind said entity to the terms and conditions contained herein. Said formalities of law include, without limitation, any need for a supermajority vote of the

homeowners' association membership if such is required by its charter, bylaws or otherwise.

SECTION 11. INDEPENDENT CONTRACTOR. The relationship of the ASSOCIATION to the COUNTY or SHERIFF is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the ASSOCIATION an employee of the COUNTY or SHERIFF, and the ASSOCIATION shall be entitled to none of the rights, privileges or benefits of COUNTY or SHERIFF employees.

SECTION 12. EMPLOYEE STATUS. Persons employed by the ASSOCIATION 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 the COUNTY's or SHERIFF's officers and employees either by operation of law or by the COUNTY or SHERIFF.

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 except the annual actual cost adjustment set forth in Section 5(c) of this Agreement shall be valid only when expressed in writing and duly signed by all of the parties.

SECTION 14. NOTICES. Whenever any one of the parties desires to give notice unto the others, notice may be sent to:

For COUNTY:

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

For SHERIFF:

Director, Patrol Division
Public Safety Building
100 Bush Boulevard
Sanford, Florida 32773

For ASSOCIATION:

Gregory L. Holzhauer, Registered Agent
Greystone Management Company
1950 Lee Road, Suite 212
Winter Park, Florida 32789

Any of the parties may change, by written notice as provided herein, its address or person for receipt of notices. ASSOCIATION may amend Exhibit "A" from time to time by giving written notice containing the complete diagram of private roads under ASSOCIATION's ownership or control, as amended, to both COUNTY and SHERIFF.

SECTION 15. PUBLIC RECORDS LAW. The parties acknowledge the obligations set forth in Chapter 119, Florida Statutes, to release public records to members of the public upon request. The parties acknowledge that the COUNTY and SHERIFF are required to comply with 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 16. CONFLICT OF INTEREST.

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

(b) The ASSOCIATION hereby certifies that no officer, agent or employee of the COUNTY or SHERIFF has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5% of the total assets or capital stock) either directly or indirectly, in the ASSOCIATION, and that no such person shall have any such interest during the term of this Agreement.

(c) The ASSOCIATION shall have the continuing duty to report to the COUNTY any information that indicates a possible violation of this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

WITNESSES:

_____

_____

SEMINOLE COUNTY SHERIFF'S OFFICE

By: _____
DONALD F. ESLINGER, Sheriff

Date: 4/6/07

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

Seal

KENMURE HOMEOWNER'S ASSOCIATION, INC.

By: _____
, President

Date: 4/4/07

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

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

By:_____
CARLTON D. HENLEY, Chairman

Date:_____

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

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

_____
County Attorney

SED/lpk
3/26/07
Attachment
Exhibit A - List of Roads
P:\Users\lkennedy\My Documents\Public Works\Traffic Enforcement Agt-Kenmure HOA.doc

Kenmure
Traffic Enforcement Agreement
District 1

NORTH



SIGN KEY



SPEED LIMIT 20 (7)



STOP SIGN (14)

SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE	Kenmure Traffic Enforcement Agreement	Seminole County Traffic Engineering 140 Bush Loop Sanford, Florida 32773 Phone (407) 665-5677 FAX (407) 665-5623
		February 2007

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Gorman Property

DEPARTMENT: County Attorney's Office **DIVISION:**

AUTHORIZED BY: Lola Pfeil **CONTACT:** Sharon Sharrer **EXT:** 7257

MOTION/RECOMMENDATION:
Gorman Property. Approve and execute purchase agreement relating to Parcel Numbers 140/740 of the County Road 15 (Monroe Road) improvement project, located at 811 Monroe Road, Sanford, Florida, for $25,000.00, with no fees or expenses incurred by the property owner.

District 5 Brenda Carey

BACKGROUND:
see attached

ATTACHMENTS:

1. Gorman property

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney

FROM: Neil Newton, Major Project Acquisition Coordinator

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
David V. Nichols, P.E., Principal Engineer/Engineering 4-3-07

DATE: March 30, 2007

SUBJECT: Purchase Agreement Authorization
Owners: Joseph E. Gorman and Sandra E. Gorman
Parcel Nos. 140/740
County Road 15 (Monroe Road)

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel Nos. 140/740. The parcel is required for the County Road 15 improvement project. The purchase price is $25,000.00, with no fees or costs incurred by the property owner.

I THE PROPERTY

A. Location Data

The property is located along the east side of County Road 15 (Monroe Road) just north of School Street. The tenant occupied site is currently zoned A-1, Agriculture District by Seminole County/Higher Intensity Planned Development (HIP) Target Industry.

1. Location Map (Exhibit A);
2. Sketch (Exhibit B); and
3. Purchase Agreement (Exhibit C)

B. Address

811 Monroe Road
Sanford, FL 32771

C. Description

The parent tract is 17,606 gross square feet site with 7,195 usable square feet. Improvements within the area include trees, shrubs, sod, a well and septic system with drainfield and a circular drive.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2006-R-114 on May 9, 2006, authorizing the acquisition of Parcel Nos. 140/740, and finding that the improvements are necessary and serve a County and public purpose and are in the best interests of the citizens of Seminole County.

III ACQUISITION/REMAINDER

The taking for the roadway project is 1,001 square feet along the west property line of the parent tract along the east right-of-way line of County Road 15. The area of taking includes a stabilized drive and a 10' oak tree. The remainder after take is 16,605 gross square feet or 6,194 usable square feet.

IV APPRAISED VALUE

The County's appraised value amount is $16,200.00. Florida Realty Analysts, Inc., prepared the County's appraisal and the County's MAI designated staff appraiser approved the report.

V BINDING OFFER/NEGOTIATIONS

On December 12, 2006, the BCC authorized a binding written offer at $18,900.00. Thereafter, County staff, through its acquisition consultant, negotiated this proposed purchase agreement settlement with the owner to purchase the needed property for $25,000.00.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

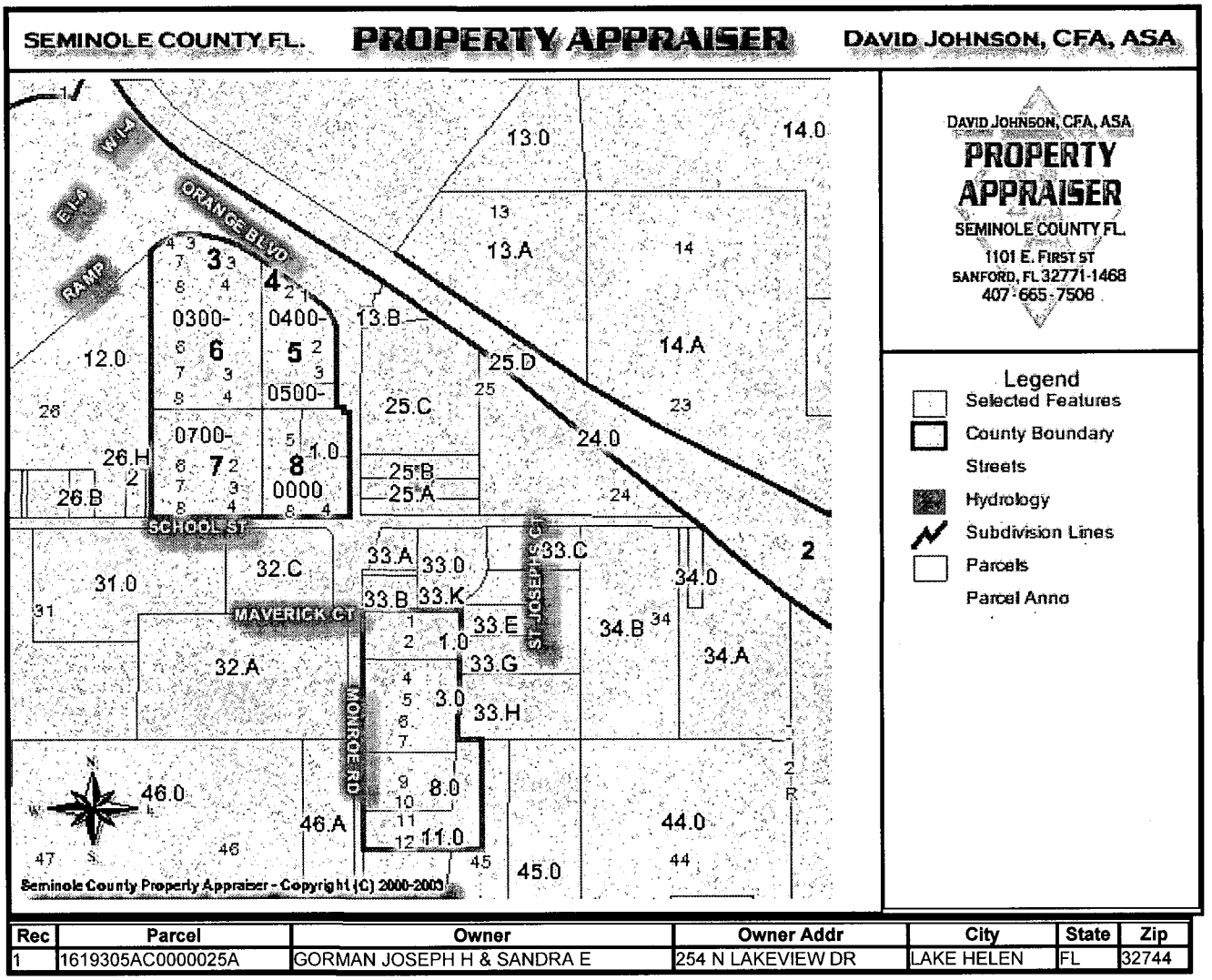
This proposed settlement amount, although $6,100.00 more than the County's binding written offer amount, is reasonable under the circumstances inherent in the condemnation process. If this property proceeds to condemnation, litigation costs and costs to update the appraisals on both sides will have to be paid by the County. These costs would easily exceed the difference in additional settlement funds proposed to be paid. The property owners have not hired an attorney or experts, the costs for which the County would be obligated to pay.

The cooperative purchase of the property through this proposed settlement is in the best interests of the citizens of Seminole County.

VII RECOMMENDATION

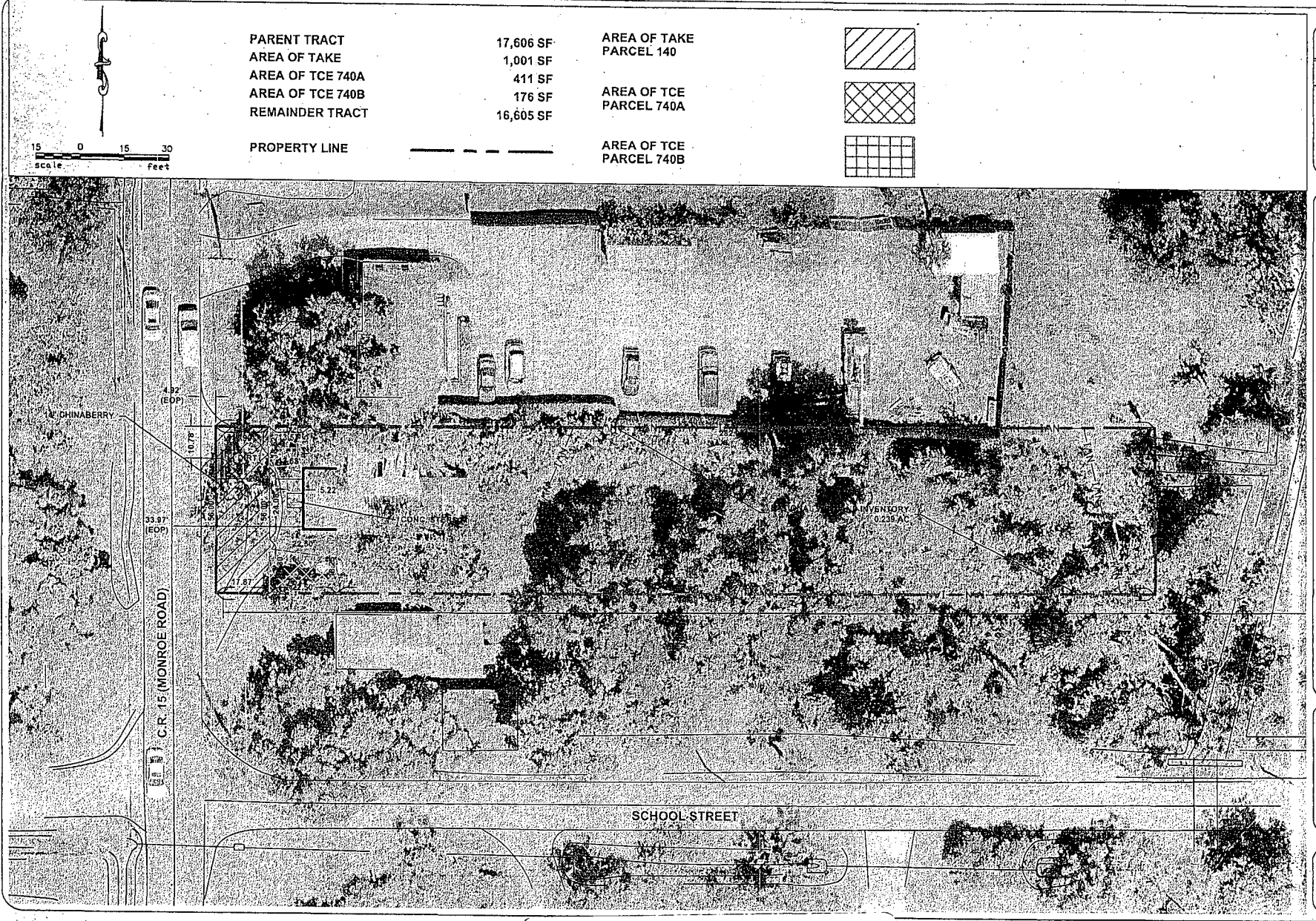
County staff recommends that the BCC authorize settlement in the amount of $25,000.00, with no fees or expenses incurred by the property owners.

NN/lpk
Attachments:
Location Map (Exhibit A)
Sketch (Exhibit B)
Purchase Agreement (Exhibit C)
P:\Users\lkennedy\My Documents\ACQ\C 15\Gorman 140 740 Agenda item.doc



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	1619305AC0000025A	GORMAN JOSEPH H & SANDRA E	254 N LAKEVIEW DR	LAKE HELEN	FL	32744

EXHIBIT A



R:\PROJ\2006\A060352.00 C.R. 15 (Upsala Road)\Planning\h...\...-740AB\dwg\par140-740AB.dwg Oct 24, 2006 - 4:08pm

EXHIBIT B

PURCHASE AGREEMENT
FEE SIMPLE/TEMPORARY CONSTRUCTION EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this ____ day of _____, 2007, by and between JOSEPH HENRY GORMAN and SANDRA ELLEN GORMAN, whose address is 254 North Lakeview Drive, Lake Helen, Florida 32744, hereinafter referred to as "OWNER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, the COUNTY requires the hereinafter described property for construction and maintenance of an authorized road project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained OWNER hereby agrees to sell and convey, and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTIONS

PARCEL NO. 140 **COUNTY ROAD 15**
FEE SIMPLE

That portion of the South 56 feet of the North 589.2 feet of Lot 25, W. Beardall's Map of St. Joseph's, according to the plat thereof, as recorded in Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 25, said W. Beardall's Map of St. Joseph's, said point being on the Easterly existing right-of-way line of County Road 15; thence North 00°18'15" West, along said Easterly right-of-way line of County Road 15, a distance of 55.83 feet to the South line of the North 589.2 feet of said Lot 25 for a **POINT OF BEGINNING**; thence continue along said Easterly right-of-way line, North 00°18'15" West, a distance of 56.00 feet to the North line of the South 56 feet of the North 589.2 feet of said Lot 25; then departing said Easterly existing right-of-way line, North 89°35'23" East, along said North line, a distance of 17.90 feet; thence departing said North line, South 00°16'37" East, a distance of 56.00 feet to the aforementioned South line of the North 589.2 feet of said Lot 25; thence South 89°35'23" West, along said South line, a distance of 17.87 feet to the **POINT OF BEGINNING**.

Containing 1,001 square feet, more or less.

TOGETHER WITH

PARCEL NO. 740B **COUNTY ROAD 15**
TEMPORARY CONSTRUCTION EASEMENT

PART B

That portion of Lot 25, W. Beardall's Map of St. Joseph's, according to the plat thereof, as recorded in Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 25, said W. Beardall's Map of St. Joseph's, said point being at the intersection of the Easterly existing right-of-way line of County Road 15, and the Northerly existing right-of-way line of Monroe School Road; thence North 89°35'20" East, along said Northerly existing right-of-way line, a distance of 42.78 feet; thence departing said Northerly existing right-of-way line, North 45°16'28" West, a distance of 35.27 feet; thence North 00°16'37" West, a distance of 73.20 feet for a **POINT OF BEGINNING**; thence continue North 00°16'37" West, a distance of 13.62 feet; thence North 89°35'23" East, a distance of 13.57 feet; thence South 00°16'37" East, a distance of 12.35 feet; thence South 84°15'03" West, a distance of 13.63 feet to the **POINT OF BEGINNING**.

Containing 176 square feet, more or less.

Parcel I.D. Number: 16-19-30-5AC-0000-025A

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above-described property by Warranty Deed on Parcel No. 140, free of liens and encumbrances, and by Temporary Construction Easement on Parcel No. 740B unto COUNTY for the sum of TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever. OWNER agrees to execute a Temporary Construction Easement for a period of five (5) years from date of commencement of construction of the County Road 15 project. See Exhibit A attached, Temporary Construction Easement.

(b) COUNTY shall only be responsible for the following closing costs: recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

(c) OWNER shall be responsible for OWNER's own attorney's fees, all costs to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and the OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned closing costs and pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II. above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the COUNTY's designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY's closing agent that a closing is ready to occur.

(b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing on this purchase. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters and other similar items included in the purchase price, as well as the land itself, shall be preserved in the normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.

(c) Any and all encroachments existing upon the property other than those improvements included in the purchase price are to be removed at the expense of the OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the properties which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a warranty deed, also include the covenant of further assurances.

(f) The OWNER shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.

(g) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

(h) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY, this Agreement shall survive

the filing of any eminent domain action by the COUNTY and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters in any condemnation proceeding initiated by the COUNTY relating to the real property herein described. The OWNER agrees that, in accordance with any request made by the COUNTY, the OWNER shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNER agrees not to oppose the COUNTY's condemnation proceedings in any way. The OWNER, may however, assert OWNER's rights against other claimants in apportionment proceedings.

(i) The OWNER shall indemnify and save the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with this Agreement or in any act or omission in any manner related to said Agreement.

(j) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(k) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY, which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective name on the date first above written.

WITNESSES:

SIGNATURE

Anthony Hatsfield
PRINT NAME

MARY Robinson
SIGNATURE

MARY Robinson
PRINT NAME

SIGNATURE

Anthony Hatsfield
PRINT NAME

SIGNATURE

MARY Robinson
PRINT NAME

Joseph Henry Gorman
JOSEPH HENRY GORMAN

Sandra Ellen Gorman
SANDRA ELLEN GORMAN

Address: 254 North Lakeview Dr.
Lake Helen, FL 32744

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

_____
County Attorney

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

NN/dre
12/20/06
P:\USERS\DEDGE\MY DOCUMENTS\ACQ\C-15\LON WITH BWO\GORMAN PURCHASE AGREEMENT.DOC

PARCEL NOS. 740A/740B
TEMPORARY CONSTRUCTION EASEMENT
COUNTY ROAD 15
JOSEPH H. GORMAN AND SANDRA E. GORMAN

THIS INSTRUMENT PREPARED BY:
NEIL NEWTON, MAJOR PROJECT ACQUISITION COORDINATOR
COUNTY ATTORNEY'S OFFICE
1101 E. FIRST STREET
SANFORD, FL 32771

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this ____ day of _____, 2007, between JOSEPH HENRY GORMAN and SANDRA ELLEN GORMAN, whose address is 254 North Lakeview Drive, Lake Helen, Florida 32744, hereinafter referred to as GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLAR ($1.00), and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE permission, to be exercised during the period of construction of the County Road 15 road improvement project, to enter upon the following described lands:

PARCEL NOS. 740A/740B **COUNTY ROAD 15**
TEMPORARY CONSTRUCTION EASEMENTS

PART A

That portion of Lot 25, W. Beardall's Map of St. Joseph's, according to the plat thereof, as recorded in Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 25, said W. Beardall's Map of St. Joseph's, said point being at the intersection of the Easterly existing right-of-way line of County Road 15, and the Northerly existing right-of-way line of Monroe School Road; thence North 89°35'20" East, along said Northerly existing right-of-way line, a distance of 42.78 feet; thence departing said Northerly existing right-of-way line, North 45°16'28" West, a distance of 35.27 feet; thence North 00°16'37" West, a distance of 30.82 feet for a **POINT OF BEGINNING**; thence continue North 00°16'37" West, a distance of 18.30 feet; thence North 89°43'23" East, a distance of 22.50 feet; thence South 00°16'37" East, a distance of 18.25 feet; thence South 89°35'23" West, a distance of 22.50 feet to the **POINT OF BEGINNING**.

Containing 411 square feet, more or less.

And also

PART B

That portion of Lot 25, W. Beardall's Map of St. Joseph's, according to the plat thereof, as recorded in Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 25, said W. Beardall's Map of St. Joseph's, said point being at the intersection of the Easterly existing right-of-way line of County Road 15, and the Northerly existing right-of-way line of Monroe School Road; thence North 89°35'20" East, along said Northerly existing right-of-way line, a distance of 42.78 feet; thence departing said Northerly existing right-of-way line, North 45°16'28" West, a distance of 35.27 feet; thence North 00°16'37" West, a distance of 73.20 feet for a **POINT OF BEGINNING**; thence continue North 00°16'37" West, a distance of 13.62 feet; thence North 89°35'23" East, a distance of 13.57 feet; thence South 00°16'37" East, a distance of 12.35 feet; thence South 84°15'03" West, a distance of 13.63 feet to the **POINT OF BEGINNING**.

Containing 176 square feet, more or less.

Parcel I.D. Number: 16-19-30-5AC-0000-025A

for the purpose of tying in and harmonizing the elevation of said property with the construction to be undertaken by the GRANTEE on the County Road 15 road improvement project.

THIS EASEMENT is granted upon the condition that the sloping and/or grading upon the above land shall not extend beyond the limits outlined above, and that all grading or sloping shall conform to all existing structural improvements within the limits designated. Additionally, as to tying in, harmonizing, construction and all other uses to which the property is put by the GRANTEE, at, or upon the completion of work provided herein, the easement area will be restored by the GRANTEE, to the conditions prior to this easement, except for any improvements that may be constructed by the GRANTEE in connection with the use of this easement.

THIS EASEMENT shall expire upon completion of this transportation project, but not later than five (5) years from date of commencement of construction of the County Road 15 road improvement project; provided, however, that the GRANTEE covenants that existing structures and drainage flow ways and patterns will not be altered or impeded by the GRANTEE in any way.

GRANTOR covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to provide further assurances to the GRANTEE if necessary.

FINAL

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year first above written.

WITNESSES:

_____ SIGNATURE

_____ PRINT NAME

_____ SIGNATURE

_____ PRINT NAME

_____ JOSEPH HENRY GORMAN

_____ SIGNATURE

_____ PRINT NAME

_____ SANDRA ELLEN GORMAN

_____ SIGNATURE

_____ PRINT NAME

Address: 254 North Lakeview Dr.
Lake Helen, FL 32744

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by JOSEPH HENRY GORMAN and SANDRA ELLEN GORMAN, who is personally known to me or who has produced _____ as identification.

_____
NOTARY PUBLIC
Print Name:_____
Notary Public in and for the County and State Aforementioned
My Commission Expires:

SAMPLE

LESSEE CONSENT AND RELEASE AS TO PURCHASE AGREEMENT

WHEREAS, Seminole County, hereinafter referred to as the "COUNTY", a political subdivision of the State of Florida, intends to construct improvements to County Road 15/Monroe Road (SR 46 to Orange Boulevard), abutting property owned by Joseph H. Gorman and Sandra E. Gorman, husband and wife, hereinafter referred to as "OWNER", and improved with a single family improvement; and

WHEREAS, the COUNTY requires a part of the property owned by OWNER identified as Parcel No. 140, for construction of County Road 15/Monroe Road (SR 46 to Orange Boulevard); and

WHEREAS, the COUNTY and OWNER have agreed to settle all issues concerning the acquisition of Parcel No. 140, and in furtherance thereof have agreed to enter into a Purchase Agreement; and

WHEREAS, the resolution of this matter shall aid in the construction of improvements in an expedient and efficient manner, to the benefit of the Lessee doing business from the property,

NOW, THEREFORE, and in consideration of the above and for other valuable considerations, the below signed Lessee acknowledges and consents as follows:

1. Lessee understands and consents to the terms and conditions of the Purchase Agreement, a copy of which is attached and incorporated herein.

2. Lessee agrees that it will not seek any compensation of any nature from the COUNTY in relation to the acquisition of Parcel No. 140 from OWNER, including, but not limited to, severance damages, moving expenses, trade fixtures, removable personal property, business damages, and for any and all fees of any nature connected with this cause.

3. Lessee acknowledges that in executing this Consent Lessee has the right to seek independent counsel.

DATED this 5th day of March, 2007.

WITNESSES:

SIGNATURE

Joseph H Gorman

PRINT NAME

Sandy Garman

SIGNATURE

SANDY GORMAN

PRINT NAME

LESSEE:

ADDRESS: 811 Monroe Road
Sanford, FL 32771

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Expenditure Approval Lists; BCC Minutes; and Clerk's Received and Filed

DEPARTMENT: Clerk's Office **DIVISION:**

AUTHORIZED BY: April Boswell **CONTACT:** Elizabeth Gaussart **EXT:** 7224

MOTION/RECOMMENDATION:
Expenditure Approval Lists dated April 9 & 16, 2007; BCC Official Minutes dated April 10, 2007; and Clerk's "Received and Filed" - for information only.

County-wide

BACKGROUND:
Clerk's Report attached

ATTACHMENTS:

1. Clerk's Report

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Expenditure Approval Lists; BCC Minutes; and Clerk's Received and Filed

DEPARTMENT Clerk's Office **DIVISION:** County Commission Records

AUTHORIZED BY Dave Godwin **CONTACT:** Sandy McCann **EXT.** 7662

Agenda Date 05-08-2007 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐

MOTION/RECOMMENDATION

Approval of Expenditure Lists
Approval of BCC Minutes dated April 10, 2007

BACKGROUND:

1. Expenditure Approval Lists dated April 9 & 16, 2007
2. BCC Official Minutes dated April 10, 2007
3. Clerk's "Received and Filed" - for information only

Reviewed by:
Co. Att
OMB
Other
DCM
CM

CLERK'S REPORT
MAY 8, 2007

I. **ITEMS FOR CONSIDERATION FROM COUNTY FINANCE**

A. EXPENDITURE APPROVAL LISTS

Expenditure Approval Lists dated April 9 and 16, 2007, presented.

ACTION REQUESTED: Motion approving same.

II. **ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE**

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated April 10, 2007.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only

1. Letter to Cindy Coto, County Manager, from Maryanne Morse, Clerk of Circuit Court, relating to health hazards of working inside the courthouse annex.

2. Memorandum to Steve Howard, Administrative Services Director, from Maryanne Morse, Clerk of Circuit Court, relating to fire alarm at the Civil Courthouse.

3. Cash Maintenance Bond with Escrow Agreement in the amount of $3,500 for the project known as I-4 Industrial Park Lot 3 - Life Gas.

4. Maintenance Bond in the amount of $88,636.80 for the project known as Clayton Crossing.

5. Community Service Agency Agreement with Seminole County Healthy Start Coalition, Inc., as approved by the BCC on October 24, 2006.

6. Work Order #1 to PS-1529-06.

7. Software License and Services Agreement for Licensed Halogen EPM.

8. Certificate of Completion for Work Order #35 to CC-1262-05.

9. Certificate of Completion for Work Order #47 to CC-1262-05.

10. Work Order #3 to CC-1284-06.

11. Work Order #44 to RFP-4214-04.

12. Certificate of Completion for CC-0998-06.

13. Change Order #1 to CC-0569-06.

14. Work Order #43 to RFP-4214-04.

15. Work Order #3 to CC-0023-05.

16. Work Order #6 to PS-5152-03.

17. Work Order #8 to RFP-0013-06.

18. Work Order #4 to PS-5185-05.

19. Change Order #2 to CC-0569-06.

20. Amendment #4 to Work Order #1 to PS-5159-04.

21. Work Order #64 to PS-5130-02.

22. Work Order #70 to PS-5165-04.

23. Work Order #72 to PS-556-00.

24. Tenth Amendment to PS-549-00.

25. Second Amendment to RFP-4152-02.

26. Work Order #4 to CC-1075-06.

27. Work Order #33 to CC-1267-05.

28. Work Order #13 to PS-5175-04.

29. Work Order #1 to PS-1175-06.

30. Work Order #32 to CC-1267-05.

31. Amendment #1 to RFP-4224-04.

32. Work Orders #25 & #26 to CC-1198-02.

33. First Amendment to RFP-0996-06.

34. Amendment #2 to Work Order #16 to PS-5190-05.

35. Work Order #17 to PS-5190-05.

36. Work Order #25 to RFP-4241-05.

37. Work Order #5 to RFP-0225-05.

38. Amendment #1 to Work Order #50 to PS-5150-03.

39. Bids for CC-1472A-07; IFB-600160-07; DB-1770-07; RFP-600157-07; CC-1907-07; and PS-1903-07.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #07-60 - $55,722 - Sheriff's Office - General Fund

DEPARTMENT: Sheriff's Office **DIVISION:**

AUTHORIZED BY: April Boswell **CONTACT:** Penny Fleming **EXT:** 6617

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute Budget Amendment Resolution from the General Fund in the amount of $55,722 to continue to provide Juvenile Assessment Center services - Sheriff's Office.

County-wide

Penny Fleming

BACKGROUND:
The Florida Department of Juvenile Justice has provided funds for the Sheriff's Office to continue to provide Juvenile Assessment Center services. The monthly amount of funds received is $18,574 for a yearly amount of $222,886. For Fiscal Year 2006/07, $92,869 has been received. This Budget Amendment Request deals with a three month period from 7/1/07 – 9/30/07. The funding related to the period from 10/01/07 – 6/30/08 will be included in the Sheriff's Office FY 2007/08 budget submittal. No new positions are included in this request.

STAFF RECOMMENDATION:
Staff recommends approval of Budget Amendment Resolution from the General Fund in the amount of $55,722 to continue to provide Juvenile Assessment Center services.

ATTACHMENTS:

1. BAR 07-60

Additionally Reviewed By:
No additional reviews

2007-R- **BUDGET AMENDMENT REQUEST**

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Sheriff's Office**
Fund(s): General Fund

DFS Recommendation

Analyst	Date
Budget Mgr	Date
Director	Date
07-60 BAR	

PURPOSE: Appropriate funds that have been received from the Department of Juvenile Justice to provide for Juvenile Assessment Center Services.

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
00100.334221		Sheriff-State Grants	55,722.00
Total Sources			55,722.00

Uses:

Account Number	Project #	Account Title	Amount
00100.013001.590963.02		Sheriff's – Personnel Services	55,722.00
Total Uses			55,722.00

BUDGET AMENDMENT RESOLUTION

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

Attest:

By:

Maryanne Morse, Clerk to the
Board of County Commissioners

Carlton Henley
Chairman

Date:

Date:

Entered by County Finance Department

Date:

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #07-61 - $162,405 - Sheriff's Office - General Fund

DEPARTMENT: Sheriff's Office **DIVISION:**

AUTHORIZED BY: April Boswell **CONTACT:** Penny Fleming **EXT:** 6617

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute Budget Amendment Resolution from the General Fund in the amount of $162,405 to continue to provide Intensive Probation Supervion, Conditional Release, Alternative Sanctions, and the SWEAT Program at its Juvenile Enforcement Center - Sheriff's Office.

County-wide

Penny Fleming

BACKGROUND:
The Florida Department of Juvenile Justice has provided funds for the Sheriff's Office to continue to provide Intensive Probation Supervision, Conditional Release, Alternative Sanctions, and the SWEAT Program at its Juvenile Enforcement Center. The monthly amount of funds received is $54,135 for a yearly amount of $649,962. For Fiscal Year 2006/07, $270,671 has been received. The Budget Amendment Request pertains to the three month period from 7/1/07 – 9/30/07. The funding related to the period from 10/01/07 – 6/30/08 will be included in the Sheriff's Office FY 2007/08 budget submittal. No new positions are included in this request.

STAFF RECOMMENDATION:
Staff recommends approval of Budget Amendment Resolution from the General Fund in the amount of $162,405 .

ATTACHMENTS:

1. BAR 07-61

Additionally Reviewed By:
No additional reviews

2007-R- **BUDGET AMENDMENT REQUEST**

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Sheriff's Office**
Fund(s): General Fund

PURPOSE: Appropriate funds already received from the Department of Juvenile Justice for the continuation of Intensive Probation Supervision, Conditional Release, Alternative Sanctions, and the SWEAT Program at the Juvenile Enforcement Center.

DFS Recommendation

Analyst _____ Date

Budget Mgr _____ Date

Director _____ Date

03-60
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:

Account Number	Project #	Account Title	Amount
00100.334221		Sheriff-State Grants	162,405.00
Total Sources			162,405.00

Uses:

Account Number	Project #	Account Title	Amount
00100.013001.590963.02		Sheriff's – Personnel Services	162,405.00
Total Uses			162,405.00

BUDGET AMENDMENT RESOLUTION

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

Attest:

By:

Maryanne Morse, Clerk to the
Board of County Commissioners

Carlton Henley
Chairman

Date:

Date:

Entered by County Finance Department

Date:

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Longwood Hills Final Master Plan

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

AUTHORIZED BY: Dori Debord **CONTACT:** Ian Sikonia **EXT:** 7398

MOTION/RECOMMENDATION:
1. APPROVE the Final Master Plan and authorize the Chairman to execute the Developer's Commitment Agreement for the Longwood Hills PUD, consisting of 3.8 ± acres and located on the north side of Longwood Hills Road and west of CR 427, based on staff findings (Mike Towers, applicant); or

2. DENY the Final Master Plan for the Longwood Hills PUD, consisting of 3.8 ± acres and located on the north side of Longwood Hills Road and west of CR 427 (Mike Towers, applicant); or

3. CONTINUE the request until a time and date certain.

District 4 Carlton D. Henley

Ian Sikonia

BACKGROUND:
The applicant is seeking Final Master Plan approval for a 16-unit condominium development with a net density of 8.16 units per net buildable acre. The applicant obtained rezoning approval from A-1 to PUD on November 7, 2006. Staff finds that the proposed Final Master Plan and Developer's Commitment Agreement provided by the applicant comply with all of the conditions contained in the approved Development Order.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the Final Master Plan and execution of the Developer's Commitment Agreement for the Longwood Hills PUD, consisting of 3.8 ± acres and located on the north side of Longwood Hills Road and west of CR 427, based on staff findings.

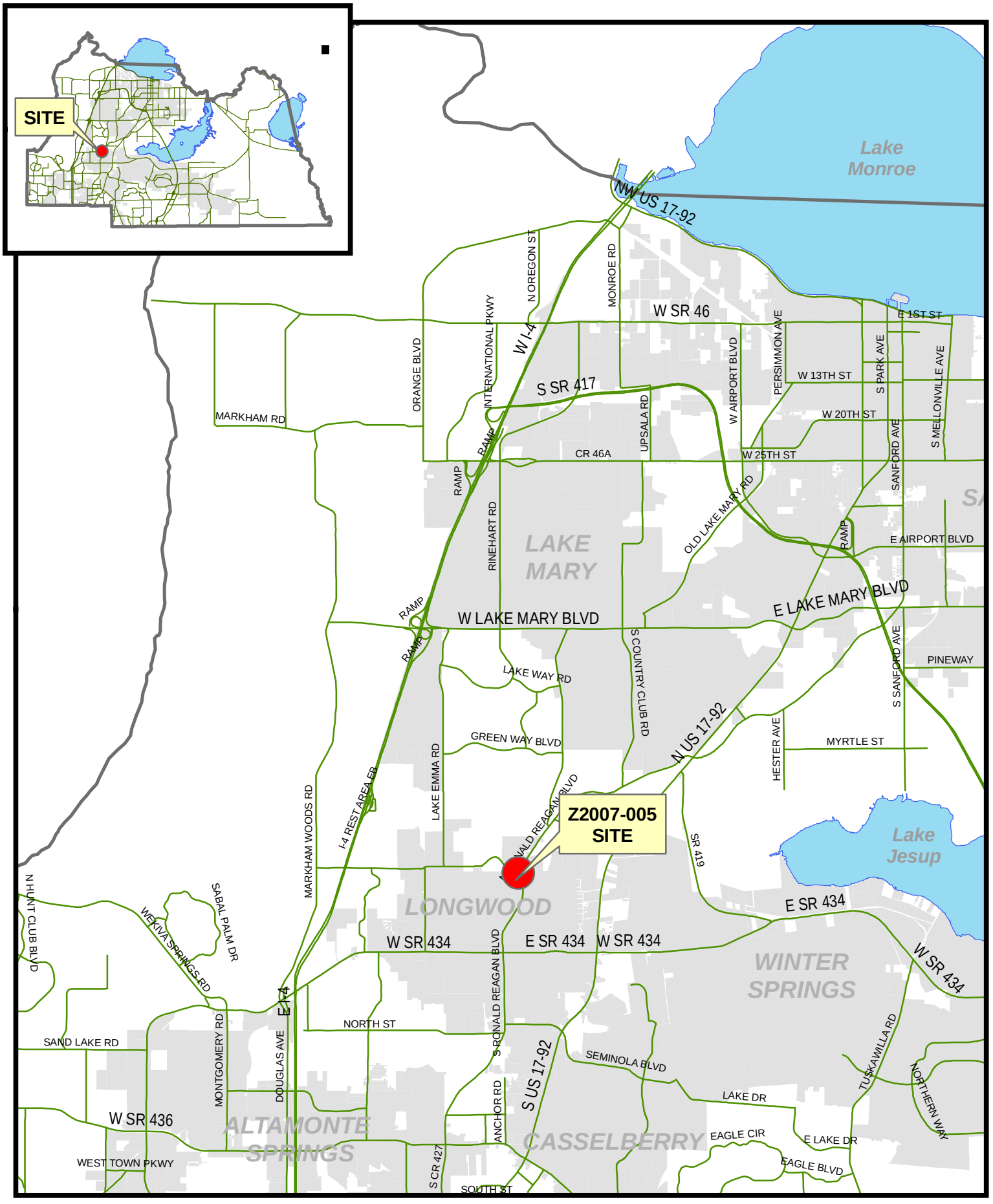
ATTACHMENTS:

1. Location Map.pdf
2. Aerial Map.pdf
3. Final Master Plan.pdf
4. Developer Committment Agreement
5. Development Order.pdf

6. Maps and Aerials
7. November 7, 2006 BCC Minutes.pdf

Additionally Reviewed By:

☑ County Attorney Review (Kimberly Laucella)



filename: L:/pl/projects/p&z/2006/GIS/staff_report_pkgs/sitemaps_large/Z2007-005sitemap.mxd 01/19/07 (orig. Z2006-061)



Rezone No: Z2007-005
Final Master Plan

Parcel
Subject Property

Winter 2006 Color Aerials

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2006/site_aerials/Z2007-005adaer 01/19/07 (orig. Z2006-061)

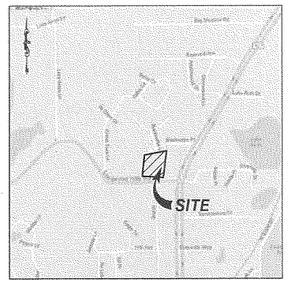
FINAL MASTER PLAN

SIGN LEGEND	
1	STOP SIGN
2	STOP BAR
3	HANDICAP SYMBOL
4	HANDICAP SIGN
5	25 LF OF 6" DOUBLE YELLOW, (THERMOPLASTIC)
6	NO PARKING/FIRE LANE SIGN

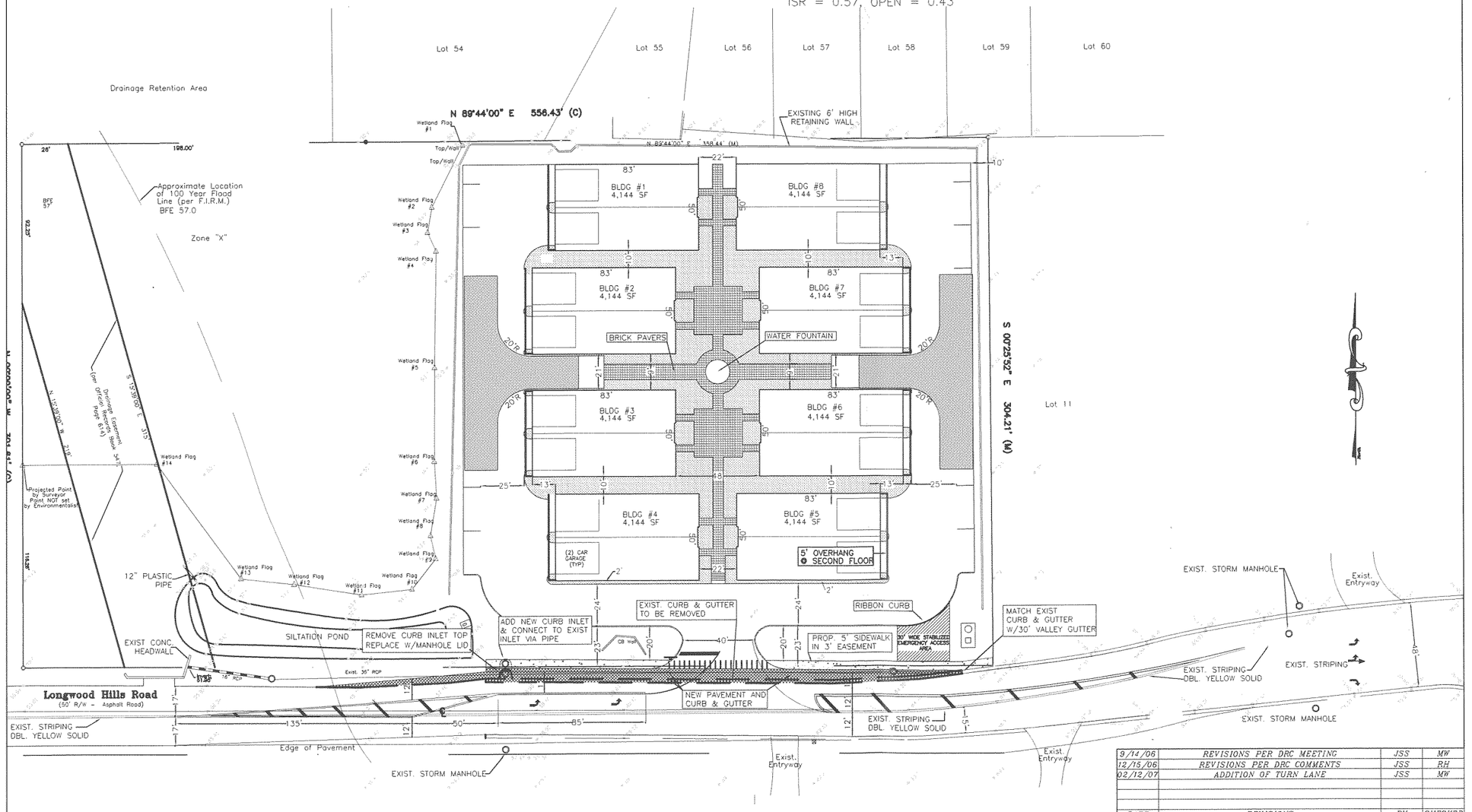
BUFFERS			
LOCATION	WIDTH	PLANTING	MASONARY WALL
NORTH	14'	HEDGE/IVY	6'
EAST	10'	HEDGE/IVY	6'
SOUTH	23'	4 TREES/ 100' HEDGE	--
WEST	--	EXISTING WETLAND/ RETAINING WALL	MASONRY RETAINING WALL

SITE STATISTICAL DATA			
DESCRIPTION	SQ. FT.	ACRES	% OF SITE
SITE AREA	168,772	3.88	100.0%
WETLANDS	-53,757	-1.23	-31.85%
NEW SITE AREA	115,015	2.64	100.0%
BLDG. AREA	33,152	0.76	28.82%
CONCRETE DRIVEWAY	29,997	0.69	26.08%
BRICK PAVERS (50% IMP)	4,585/2,293	0.11/0.05	3.99%/1.99%
CMU WALL	600	0.01	0.52%
IMPERVIOUS AREA	66,042	1.52	57.42%
OPEN SPACE	48,973	1.12	42.58%

ISR = 0.57, OPEN = 0.43



LOCATION MAP
NOT TO SCALE



DATE	REVISIONS	BY	CHECKED
9/14/06	REVISIONS PER DRC MEETING	JSS	MW
12/15/06	REVISIONS PER DRC COMMENTS	JSS	RH
02/12/07	ADDITION OF TURN LANE	JSS	MW

CONTACT INFORMATION

APPLICANT: MICHAEL F. TOWERS
OAKWOOD CONSTRUCTION AND DEV.
754 FLEET FINANCIAL COURT
LONGWOOD, FL 32750

PLANNER: IVEY PLANNING GROUP, LLC
1349 S. INTERNATIONAL PARKWAY
LAKEMARY, FL 32746
PHONE: 407-660-8881
FAX: 407-660-8886

ENGINEER: AMERICAN CIVIL ENGINEERING CO.
207 N. MOSS ROAD, SUITE 211;
WINTER SPRINGS, FLORIDA 32708
PHONE: 407-327-7700
FAX: 407-327-0227

PROJECT INFORMATION

PROJECT DESCRIPTION

THE PROJECT WILL CONSIST OF CONDOS WITH A TOTAL OF 8.1 UNITS PER ACRE FOR A TOTAL OF 16 CONDOS.

SITE DATA

LOCATION: 131 LONGWOOD HILLS ROAD
PARCEL ID: 29-20-30-5AT-000-0120

ACREAGE

GROSS ACREAGE	3.8 ACRES
WETLANDS	0.372 ACRES
GREEN SPACE & BUFFERS	.83 ACRES
TOTAL	1.202 ACRES
ROADS	.60 ACRES
NET BUILDABLE	1.96 ACRES
NET DENSITY	8.16 DU/ACRES

PARKING SUMMARY

	REQUIRED	PROVIDED
GARAGE SPACES	32 SPACES (2 SPACES PER DU)	32 SPACES
VISITOR SPACES	5 SPACES (1 SPACES PER 3 DU)	8 SPACES
TOTAL	37 SPACES	40 SPACES

ZONING CLASSIFICATION

	CLASSIFICATION
ZONING	PUD (PLANNED UNIT DEV.)
LAND USE	MDR (MED. DENSITY RESIDENTIAL)

LOT BULK REQUIREMENTS
BUILDING HEIGHT: 35' OR 2 STORIES

UTILITIES

WATER AND SEWER UTILITIES DESIGN SHALL MEET THE REQUIREMENTS OF SEMINOLE COUNTY, THE CITY OF LONGWOOD OR UTILITIES, INC. AND FDEP.

SANITARY: PROVIDED BY THE CITY OF LONGWOOD OR UTILITIES INC.
WATER: PROVIDED BY THE CITY OF LONGWOOD OR UTILITIES INC.

STORMWATER

THE PROPOSED STORMWATER MANAGEMENT SYSTEM SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF SEMINOLE COUNTY AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT. A PORTION OF THE RETENTION WILL BE UNDER THE PARKING AND DRIVING AISLES IN VAULTS OR EXFILTRATION SYSTEM.

BUFFERS

SEE BUFFER TABLE.
6' MASONRY WALL ALONG THE EAST & NORTH PROPERTY LINES.

OPEN SPACE

25% OPEN SPACE REQUIRED (3.8 ACRES X 25% = .95 ACRES).
OPEN SPACE PROVIDED (30% WETLANDS (0.37 ACRES) AND COURTYARD/BUFFER (0.83 ACRES) FOR A TOTAL OF 1.02 ACRES).

FLOOD ZONE

PARCEL IS LOCATED WITHIN FLOOD ZONE AE AND X PER FEMA.

PRIVATE ROAD & COMMON AREAS

THE PRIVATE ROAD AND THE COMMON AREAS WILL BE OWNER AND MAINTAINED BY THE H.O.A. COMMON AREAS SHALL HAVE PEDESTRIAN CONNECTIONS FOR RECREATIONAL USES. FINAL LOCATION AND DESIGN TO BE DETERMINED AT FINAL MASTER PLAN STAGE.

IMPACT ANALYSIS

SCHOOLS: BASED ON 16 UNITS	
ELEMENTARY SCHOOL:	2 STUDENTS
MIDDLE SCHOOL:	1 STUDENT
HIGH SCHOOL:	1 STUDENT
TOTAL:	4 STUDENTS
ROADS:	94 ADT AND 8 PEAK TRIPS

LONGWOOD HILLS PUD
LONGWOOD, FLORIDA
SEMINOLE COUNTY
LONGWOOD HILLS AND C.R. 427

TITLE: FINAL MASTER PLAN
PROJECT NUMBER: TOWERS_01

SCALE: 1"=30'-0"
0 15 30 60

IVEY PLANNING GROUP, LLC
Town Planners and Community Builders

Longwood Hills PUD

FINAL MASTER PLAN DEVELOPER'S COMMITMENT AGREEMENT COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION

On May 8, 2007, the Seminole County Board of County Commissioners issued this Developer's Commitment Agreement relating to and touching and concerning the following described property:

1. LEGAL DESCRIPTION:

   Legal description attached as Exhibit A.

2. PROPERTY OWNER: Oakwood Construction & Development, LLC

3. STATEMENT OF BASIC FACTS

   A. Total Area: 3.8 acres

   B. Net Developable Area: 1.96 acres

   C. Zoning: Planned Unit Development (PUD)

   D. Maximum Density: 8.16 dwelling units per net buildable acre, not to exceed a total of 16 units.

   E. 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.

   F. The owners of the property have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

   G. 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 owners are as follows.

4. PERMITTED USES:

    A. Condominiums
    B. Home offices
    C. Home occupations
    D. Customary recreational facilities for the use of the residents

5. OPEN SPACE: 25% Usable Open Space Required, a minimum of 0.95 acres.

6. MINIMUM UNIT SIZE: 3,000 square feet

7. MINIMUM LOT SIZE: 25' x 80'

8. MAXIMUM BUILDING HEIGHT: Two (2) stories, not to exceed 35'.

9. BUILDING SETBACKS:

    A. Front Yard Setback from Longwood Hills Road: 49 feet.
    B. Side Yard Setback (East): 43 feet.
    C. Side Yard Setback (West): 295 feet.
    D. Rear Yard Setback: 14 ft.

10. LANDSCAPE & BUFFER REQUIREMENTS:

    A. The developer will provide a 10 ft. landscape buffer along the eastern property line, containing a 6 ft. high masonry wall.
    B. The developer will provide a 14 ft. landscape buffer along the northern property line, containing a 6 ft. high masonry wall.
    C. The developer will provide a 23-foot landscape buffer along the southern property line, adjacent to Longwood Hills Road.
    D. The Western Property line will be buffered by the existing wetlands and contain a hedge and a 6-foot high masonry wall located on the eastern side of said wetlands.

11. DEVELOPMENT COMMITMENTS:

    A. All development shall comply with the Final Master Plan attached as Exhibit B.
    B. Converting garages to living space shall be prohibited. This prohibition shall also be stated in the Condominium Association's Covenants and Restrictions.
    C. Storage of RV's and boats on site shall be prohibited. This prohibition shall also be stated in the Condominium Association's Covenants and

Restrictions.

D. Guest parking shall be provided at a minimum ratio of 1 space per 3 dwelling units in addition to the required two spaces per dwelling unit.
E. All development requirements, conditions, commitments and provisions of Development Order #06 22000006 shall also perpetually burden, run and follow said property.

12. STANDARD PROVISIONS:

A. All landscape buffers and common areas shall be maintained by a homeowners association.
B. The development shall provide a pedestrian circulation system giving access to all portions of the development as well as connecting existing sidewalks outside the development.
C. This Developer's Commitment Agreement touches and concerns the aforedescribed property and the conditions, commitments and provisions of the DCA shall perpetually burden, run with and follow the said property and be servitude upon and binding upon said property unless released in whole or in party by action of Seminole County by virtue of a document of equal dignity herewith. The owners have expressly covenanted and agreed to this provision and all other terms and provisions of the development order.
D. The terms and provisions of this Agreement are not severable, and in the event any portion of this Agreement shall be found to be invalid or illegal, then the entire Agreement shall be null and void.

INTERPRETATION: RELATIONSHIP TO FINAL MASTER PLAN AND DEVELOPMENT ORDER

This Developer's Commitment Agreement is intended to summarize material provisions of the Final Master Plan of the Property approved concurrently herewith by the Seminole County Board of County Commissioners. In the event of an inconsistency between this Developer's Commitment Agreement and the Final Master Plan, the terms and conditions of the Developer's Comitment Agreement shall control. Futhermore, in the event of a conflict between the terms of the Developer's Commitment Agreement and Development Order Number 06 22000006, the terms of the Development Order shall control.

Done and Ordered on the date first written above.

By: _____

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

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner Oakwood Construction & Development, 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 Order.

_____ _____
Witness Michael F. Towers
Authorized Agent
Oakwood Construction & Development, LLC

_____
Print Name

_____
Witness

_____
Print Name

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael F. Towers, who is personally known to me or who has produced_____ as identification and who executed the foregoing instrument and sworn an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____day of _____, 2007.

_____
Notary Public, in and for the County and State Aforementioned

My Commission Expires:

Exhibit A

Legal Description

Lot 12 and the East 215.88 feet of Lot 13, Longwood Hills, according to the Plat thereof, as recorded in Plat Book 6, Pages(s) 15-16, Public Records of Seminole County, Florida.

Exhibit B

Final Master Plan

FINAL MASTER PLAN
SIGN LEGEND
1 S. OF SIGN
2 STOP BAR
3 HANDICAP SYMBOL
4 HANDICAP SIGN
5 25' OF 6" RUBRAP YELLOW (THERMOPLASTIC)
6 NO PARKING/FIRE LANE SIGN
BUFFERS
LOCATION
WIDTH
PLANTING
MASONRY WALL
NORTH
14'
HEDGE/IVY
6'
EAST
10'
HEDGE/IVY
6'
SOUTH
27'
6 TREES/ 100 HEDGE
--
WEST
--
EXISTING WETLAND/ RETAINING WALL
MASONRY RETAINING WALL
SITE STATISTICAL DATA
DESCRIPTION
SQ. FT.
ACRES
% OF SITE
SITE AREA
168,772
3.94
100.00%
WETLANDS
-54,757
-1.23
-31.85%
NEW SITE AREA
113,015
2.64
100.00%
BLDG AREA
24,152
0.76
28.62%
CONCRETE DRIVEWAY
23,997
0.69
26.08%
BRICK PAVERS (50% IMP)
4,585/2,293
0.1/0.05
3.99%/1.99%
CMU WALL
600
0.01
0.52%
IMPERVIOUS AREA
66,142
1.52
57.42%
OPEN SPACE
46,873
1.12
42.58%
ISR = 0.57 (OPEN = 0.43)
LOCATION MAP
SITE
CONTACT INFORMATION
APPLICANT
OWNER
ENGINEER
SURVEYOR
PROJECT INFORMATION
PROJECT DESCRIPTION
SITE DATA
PARKING SUMMARY
ZONING CLASSIFICATION
UTILITIES
STORMWATER
BUFFERS
OPEN SPACE
FLOOD ZONE
PRIVATE ROAD & COMMON AREAS
IMPACT ANALYSIS
LONGWOOD HILLS PUD
LONGWOOD, FLORIDA
SEMINOLE COUNTY
PRELIMINARY PLAT
LONGWOOD HILLS ROAD
Longwood Hills Road
EAST STORM MANHOLE
EXIST. STORM MANHOLE
EXIST. STORM INLET
EXIST. CURB INLET
EXIST. CURB & GUTTER
EXIST. FIRE HYDRANT
EXIST. WATER VALVE
EXIST. SANITARY MANHOLE
EXIST. SANITARY CLEAN OUT
EXIST. SANITARY LIFT STATION
EXIST. SANITARY FORCE MAIN
EXIST. WATER MAIN
EXIST. GAS MAIN
EXIST. UNDERGROUND ELECTRIC
EXIST. OVERHEAD ELECTRIC
EXIST. TELEPHONE
EXIST. CABLE TV
EXIST. FENCE
EXIST. TREE LINE
EXIST. CONTOUR
EXIST. SPOT ELEVATION
PROP. CURB & GUTTER
PROP. STORM MANHOLE
PROP. CURB INLET
PROP. SANITARY MANHOLE
PROP. SANITARY CLEAN OUT
PROP. SANITARY LIFT STATION
PROP. SANITARY FORCE MAIN
PROP. WATER MAIN
PROP. WATER VALVE
PROP. FIRE HYDRANT
PROP. GAS MAIN
PROP. UNDERGROUND ELECTRIC
PROP. OVERHEAD ELECTRIC
PROP. TELEPHONE
PROP. CABLE TV
PROP. FENCE
PROP. TREE LINE
PROP. CONTOUR
PROP. SPOT ELEVATION
REVISIONS PER DRC REVIEW COMMENTS
REVISIONS PER DRC REVIEW COMMENTS
ADDITIONAL PER DRC REVIEW COMMENTS
REVISIONS
DATE
BY
SCALE: 1" = 30'

SEMINOLE COUNTY DEVELOPMENT ORDER

On November 7, 2006 Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as **Exhibit A.**

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

This is a Digital Certified Copy

FINDINGS OF FACT

Property Owner: Mike Towers

Project Name: Longwood Hills Condominium Rezone and Small Scale Land Use Amendment

Requested Development Approval:

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 owners of the property have expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

RETURN TO SANDY McCANN

Prepared by: Mike Rumer
1101 East First Street
Sanford, Florida 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 06586 Pgs 0358 - 362; (5pgs)
FILE NUM 2007021084
RECORDED 02/09/2007 03:36:57 PM
RECORDING FEES 44.00
RECORDED BY G Harford

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's approval, all of which have been accepted by and agreed to by the owner of the property are as follows;

Standard Conditions:

a. All development shall comply with the Development Plan attached as Exhibit B.
b. The maximum building height shall be two stories, not to exceed 35'.
c. Permitted uses shall be condominiums, home offices, home occupations, and customary recreational facilities for the use of the residents.
d. All landscape buffers and common areas shall be maintained by a homeowners association.
e. The development shall provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside the development.
f. Converting garages to living space shall be prohibited.
g. Storage of RVs and boats on the site shall be prohibited.
h. Guest parking shall be provided at a minimum rate of 1 space per 3 dwelling units in addition to the required two spaces per dwelling unit.

Project Specific Conditions:

a. The project shall be developed at a maximum density of 8.16 dwelling units per net buildable acre, not to exceed 16 condominium units.
b. The minimum living space for each condominium shall be 3,000 sq. ft.
c. The following minimum buffer standards shall apply:

- The applicant will provide a 10-foot landscape buffer along the eastern property line and contain a 6-foot high masonry wall.
- The applicant will provide a 14-foot landscape buffer along the northern property line and contain a 6-foot high masonry wall.
- The applicant will provide a 23-foot landscape buffer along the southern property line, adjacent to Longwood Hills Road.
- The western property line will be buffered by the existing wetlands and contain a 6-foot high masonry wall located on the eastern side of said wetlands.

Public Records of Seminole County

(4) This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owners of the said property have expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

Attest: _____
Maryanne Morse
Clerk to the Board of County Commissioners

By: _____
Board of County Commissioners
Carlton D. Henley, Chairman

Not a certified copy

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Mike Towers, on behalf of himself and his heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witness

Print Name

Mike Towers

Witness

Print Name

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Mike Towers, who is personally known to me or who has produced Fla Drivers License has identification and who executed the foregoing instrument and sworn an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of February, 2008.

Notary Public, in and for the County and State Aforementioned

My Commission Expires:

Notary Public State of Florida
Karen Mathews
My Commission DD556397
Expires 08/26/2010

EXHIBIT "A"

Lot 12 and the East 215.88 feet of Lot 13, Longwood Hills, according to the Plat thereof, as recorded in Plat Book 6, Pages(s) 15-16, Public Records of Seminole County, Florida.

This is not a certified copy

DATE	REVISIONS	BY	CHECKED
9/14/06	REVISIONS PER DRC MEETING	JSS	MW

LONGWOOD HILLS PUD

LONGWOOD, FLORIDA
SEMINOLE COUNTY

TITLE: PRELIMINARY PUD PLAN
LONGWOOD HILLS AND C.R. 427
PROJECT NUMBER: TOWERS-01

IVEY PLANNING GROUP, LLC
Town Planners Community Builders
SCALE: 1"=30'-0"
0 15 30 60

CONTACT INFORMATION

APPLICANT	MICHAEL F. TOWERS OAKWOOD CONSTRUCTION AND DEV. 754 FLEET FINANCIAL COURT LONGWOOD, FL 32750
PLANNER:	IVEY PLANNING GROUP, LLC 1309 S. INTERNATIONAL PARKWAY LAKEMARY, FL 32746 PHONE: 407-660-8881 FAX: 407-660-8886
SURVEYOR:	JPI SURVEYING AND MAPPING, INC. 6001 BRICK COURT, SUITE 117 WINTER PARK, FL 32792 PHONE: 407-678-3356 FAX: 407-671-6678

PROJECT INFORMATION

PROJECT DESCRIPTION

THE PROJECT WILL CONSIST OF CONDOS WITH A TOTAL OF 8.1 UNITS PER ACRE FOR A TOTAL OF 16 CONDOS.

SITE DATA

LOCATION:	131 LONGWOOD HILLS ROAD
PARCEL ID:	29-20-30-5AT-000-0120

ACREAGE

GROSS ACREAGE	3.8 ACRES
WETLANDS	0.372 ACRES
GREEN SPACE & BUFFERS	.83 ACRES
ROADS	.60 ACRES
TOTAL	1.202 ACRES
NET BUILDABLE	1.96 ACRES
NET DENSITY	8.16 DU/ACRES

PARKING SUMMARY

	REQUIRED	PROVIDED
GARAGE SPACES	32 SPACES	37 SPACES
2 SPACES PER DU	2.33 SPACES PER DU	
VISITOR SPACES	12 SPACES	
TOTAL	32 SPACES	49 SPACES

ZONING CLASSIFICATION

CLASSIFICATION	
EXISTING ZONING	A-1 (AGRICULTURE)
EXISTING USE	VACANT
PROPOSED ZONING	PUD (PLANNED UNIT DEV.)
PROPOSED FUTURE LAND USE	MDR (MED. DENSITY RESIDENTIAL)
FUTURE LAND USE DESIGNATION	LDR (LOW DENSITY RES) (LOW DENSITY RESIDENTIAL)
LOT BULK REQUIREMENTS	
BUILDING HEIGHT	35' OR 2 STORIES

UTILITIES

WATER AND SEWER UTILITIES DESIGN SHALL MEET THE REQUIREMENTS OF SEMINOLE COUNTY, THE CITY OF LONGWOOD AND FDEP.

SANITARY:	PROVIDED BY THE CITY OF LONGWOOD
WATER:	PROVIDED BY THE CITY OF LONGWOOD

STORMWATER

THE PROPOSED STORMWATER MANAGEMENT SYSTEM SHALL BE DESIGN TO MEET THE REQUIREMENTS OF SEMINOLE COUNTY AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT. A PORTION OF THE RETENTION WILL BE UNDER THE PARKING AND DRIVING AISLES IN VAULTS OR EXFILTRATION SYSTEM.

BUFFERS

SEE BUFFER TABLE.

OPEN SPACE

25% OPEN SPACE REQUIRED (3.8 ACRES X 25% = .95 ACRES).

OPEN SPACE PROVIDED (30% WETLANDS (0.37 ACRES) AND COURTYARD/BUFFER (0.83 ACRES) FOR A TOTAL OF 1.02 ACRES).

FLOOD ZONE

PARCEL IS LOCATED WITHIN FLOOD ZONE AE AND X PER FEMA.

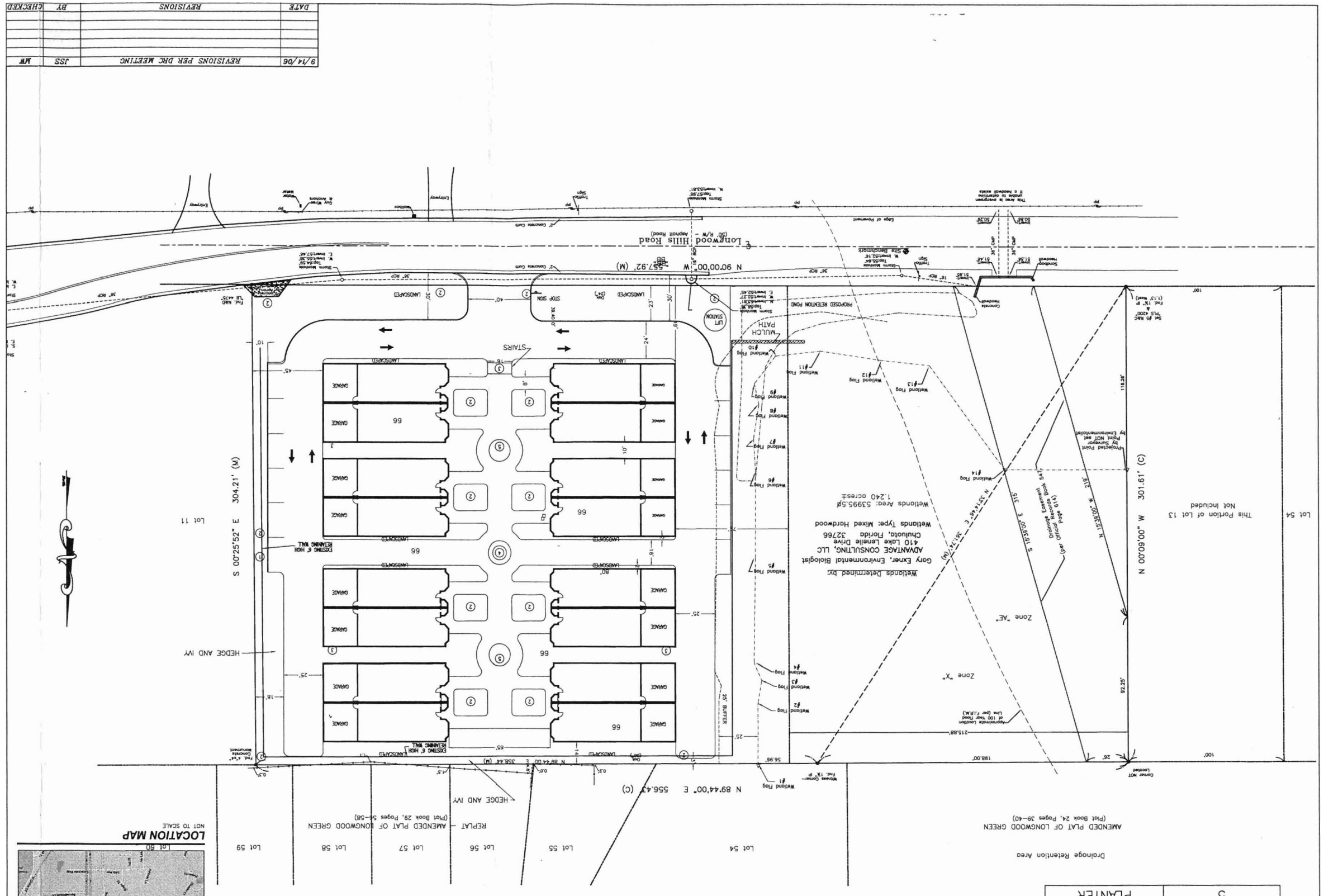
PRIVATE ROAD & COMMON AREAS

THE PRIVATE ROAD AND THE COMMON AREAS WILL BE OWNER AND MAINTAINED BY THE H.O.A.
COMMON AREAS SHALL HAVE PEDESTRIAN CONNECTIONS FOR RECREATIONAL USES. FINAL LOCATION AND DESIGN TO BE DETERMINED AT FINAL MASTER PLAN STAGE.

IMPACT ANALYSIS

SCHOOLS: BASED ON 16 UNITS

ELEMENTARY SCHOOL:	2 STUDENTS
MIDDLE SCHOOL:	1 STUDENT
HIGH SCHOOL:	1 STUDENT
TOTAL:	4 STUDENTS
ROADS:	94 ADT AND 8 PEAK TRIPS


Longwood Hills Road
(80' R/W - Aspinut Road)
N 90°00'00" W 657.92' (M)
PROPOSED RETENTION POND
WALLICH PATH
LIFT STATION
STAIRS
S 00°25'52" E 304.21' (M)
Lot 11
EXISTING 6' HIGH CHAINLINK FENCING W/ NON CLIMBING MAT
HEDGE AND IVY
N 89°44'00" E 556.43' (C)
N 89°44'00" E 358.44' (M)
Lot 59
Lot 58
Lot 57
Lot 56
Lot 55
Lot 54
Lot 60
REPLAT - AMENDED PLAT OF LONGWOOD GREEN (Plat Book 29, Pages 54-58)
AMENDED PLAT OF LONGWOOD GREEN (Plat Book 24, Pages 39-40)
Drainage Retention Area
Wetlands Determined by:
Gary Exner, Environmental Biologist
ADVANTAGE CONSULTING, LLC
410 Lake Lenelle Drive
Chuluota, Florida 32766
Wetlands Type: Mixed Hardwood
Wetlands Area: 53995.5sf
1.240 acres±
Wetland Flag #1
Wetland Flag #2
Wetland Flag #3
Wetland Flag #4
Wetland Flag #5
Wetland Flag #6
Wetland Flag #7
Wetland Flag #8
Wetland Flag #9
Wetland Flag #10
Wetland Flag #11
Wetland Flag #12
Wetland Flag #13
Wetland Flag #14
S 15°55'00" E 315'
N 15°55'00" W 219'
Zone "AE"
Zone "X"
Approximate Location of 100 Year Flood Line (per F.I.R.M.)
Top of Ditch Bank
Toe of Ditch Bank
Proposed Pond by Surveyor Pond NOT Set by Environmentalist
Set #5 REBAR (FLS #4200)
Set 1/2" P & C (FLS #4200)
Found 1/2" P (1.13' West)
Found 4"x4" Concrete Monument
Found 4"x4" Concrete Monument
Found 1/2" REBAR
Found 1/2" REBAR

serious on briefing the necessary people up front.

Districts 1, 2, 3, 4 and 5 voted AYE.

SMALL SCALE FLU AMENDMENT AND REZONE/MIKE TOWERS

Proof of publication, as shown on page _____, calling for a public hearing to consider adoption of a Small Scale Future Land Use Amendment from Low Density Residential (LDR) to Medium Density (MDR) and a rezone from A-1 (Agriculture) to PUD (Planned Unit Development) on 3.8+/- acres located on the north side of Longwood Hills Road and west of CR 427, Mike Towers, received and filed.

Mr. Rumer presented the request and noted a change to the zoning map that the property on the east side of the site has been annexed into the city of Longwood and has a commercial designation. He said staff is recommending approval and, per the staff findings, the P&Z Commission voted three to two to recommend approval.

Upon inquiry by Chairman Henley, County Engineer Jerry McCollum addressed the Board to advise the driveway is probably 1,200 to 1,300 feet from the road. Whereupon, Chairman Henley said the distance from the major road is what concerns him.

Commissioner Morris stated that is a 140 foot right-of-way and it is probably 800 feet from the driveway to the intersection at the subject site.

The Board discussed the annexation of the property. Ms. Boswell stated she believes the annexation was done last year and there was probably just a delay in getting the Property Appraiser's records updated to reflect that.

Matt West, Ivey Planning Group, 1349 S. International Parkway, representing the applicant, addressed the Board to discuss an issue

that was brought up at the P&Z meeting. He said the P&Z Chairman was concerned that this might be out of character with medium density on the north side of Longwood Hills Road, and he felt the subdivision to the north was a low density residential subdivision in medium density land use. Mr. West said the issue whether the property is low density or not is mute. Seminole County defines it as medium density. Therefore, he said this project is consistent with the land use to the north. He thinks this design for the property is superior to what might go in on standard 50-foot lots. He showed a picture (not received and filed) of the design and said the access point is probably 800 feet from Ronald Reagan Boulevard. He said they are talking about 16 condominium units and he described those. He stated the impact to the schools is minimal; it is estimated that four students will be generated. He said he thinks this is the perfect example of a high quality development that will support the goals of having enough rooftops together with commercial.

Mike Towers, 754 Fleet Financial Court, addressed the Board to discuss the annexation agreement regarding Seminole County and the city of Longwood. He said it was alleged that this was something Longwood was objecting to. He said he will submit minutes (not received and filed) from the Longwood workshop held in September that indicates clearly their position. They had discussed the architecture involved. The City had indicated they would like to see the Mediterranean look. He showed some of the comments (not received and filed) of the City Commissioners. He also showed mail (not received and filed) from Paul Sizmore, Coordinator with Longwood, stating the project does meet the Land Development Code for Longwood. Mr. Towers said they will be doing underground retention.

He showed a memorandum (not received and filed) from Mr. Drago with his feedback on the colors on the walls, post caps, etc. He also showed a photograph (not received and filed) of the wall with a stone finish that will be used; and LPA minutes (not received and filed). He said they do not have and never had a stop work order from the St. Johns River Water Management District on this project. He showed a letter (not received and filed) from the St. Johns District (dated in July) stating the applicant did not reach the threshold of requiring a St. Johns permit. Subsequent to that, they ran into some problems which breached on the wetland site and that would have wetland impacts. They met with St. Johns and immediately took corrective action and resolved that. They have had one inspection and there were some other areas they wanted them to address, and he thinks that inspection has yet to be scheduled in the near future. He showed a picture (not received and filed) of the workers and stated they have worked with staff as closely as they can on all issues. They have had two field changes--the filtration pond and the height of the side walls that abuts the homeowner on Lot 55, Mr. Brobst. He said they have been as forthright with the County as they possibly can and have coordinated with the city of Longwood.

Chairman Henley explained his displeasure with information made available to him at the last moment. He asked if the applicant's intent is to annex into Longwood and everything he has done is approved by Longwood, then why does the County staff have to spend their time on this. He asked why the applicant is not going ahead with Longwood so he does not have two staffs tied up. He said the intent of the interlocal agreement is when the property changes hands. He said according to the information, this property changed

hands in March 20, 2006, but the deed has not been recorded yet. He thinks the applicant is taking advantage of a phrase in the agreement, which does not keep with the intent of when the property changes hands. He asked Mr. Towers why did he not go ahead and annex when he bought the property, rather than tying up the County staff.

Mr. Towers explained that the city of Longwood has some difficulties and they are currently in litigation with the City. He said halfway through the process, the City decided they didn't like what the outcome of the code was going to allow and so they decided to change the code mid-stream and not grandfather them in. Rather than bring this project forward and into that environment, they withdrew the application. In addition, the City is in the process of changing their Land Development Code with regard to lot sizes. They approached Commissioner Morris and contacted the County Attorney's Office and they concurred with the assessment he had regarding this. The best they could do was to try to work with the City, but any reliability with the City that they would not have this problem down the road when they already have it under the current project did not make any sense.

Chairman Henley stated he raised this issue because he wanted to make a point. He said the County has a local agreement with the cities with the intent that when property changes hands, it will automatically go in. They have a phrase that they have upon registration. He wants the Board to change this phrase. There is no time limit on when they have to register a deed. He said he doesn't like to see that a city, where an enclave is involved, is going to have to live with the decision the County makes whether the city agrees or not. He added he feels Mr. Towers manipulated the system.

Mr. McMillan clarified his discussion early on to Commissioner Morris. He said he was not providing any advice to Mr. Towers but talked about what the interlocal agreement provides. He said it is a risky thing to not record the deed because someone else could do so and then Mr. Towers would not own the property. It would not be proper to change the terms of the interlocal because recording of the deed is something he thinks the Property Appraiser would get antsy about if forced to track some non-activity. The Board doesn't have to wait for the property to be recorded. They can enter into an agreement with the City the day that property is annexed immediately if they think someone is playing the system. He said he doesn't know if the Board wants to change the mechanism that triggers annexation automatically.

Commissioner Carey stated her concern is that the County's annexation agreement has a loophole. She said the transfer of ownership has occurred whether the deed is recorded or not.

Mr. McMillan stated if the Board believes it to be an issue, they could enter into an agreement with Longwood today and say it is effective today. Staff could talk to the City and Property Appraiser if they want to change that date, but he thinks they will want to leave it alone rather than try to learn about a recurring annexation.

Commissioner Morris stated there is litigation occurring now on this. With this particular property owner, there is no smoke and no fire. The City Commission is split on this issue and litigation is occurring. The property owner clearly has a problem with staff and management. The property ultimately has to transfer and Mr. Towers is at risk and he knows it. He has made his decision to do it this way. The other thing they did not anticipate was that the County is

being manipulated by a jurisdiction. This is an isolated, particular situation they are dealing with.

Mr. Towers stated they had a traffic study done and they are approximately 230 feet over the threshold by DOT. They also came to the County with regard to this question. It was a concern they had and there was a question whether they would move in a certain direction or not. They thought they had an understanding originally on why they would not do this in Longwood. He said no one is complaining. It is their concern about how they proceed.

Commissioner Carey said she understands all the situations Mr. Towers has with Longwood. It is disappointing that when you have these agreements in place that someone is working through the process. The fact the County has this agreement and has allowed this to happen, she thinks it may not be setting the best example.

Robert Brobst, 251 Blackwater Place, addressed the Board to state he thinks he can answer some of the questions about why the applicant does not want this annexed into Longwood. He said Mr. Towers has destroyed plenty of trees. He showed a copy of an arbor study (received and filed). He said a tree which is on his property has been run into by Mr. Towers on both sides. He said he will cut back the side of the tree if it stays in the County, but he can't do that if it goes into Longwood. He said when Mr. Towers received the fill dirt permit, he would have to sign the development order in Longwood before the permit was issued. The development order says no permits are to be issued, and lots of permits have been issued to Mr. Towers. He said Mr. Towers cut all the tree roots of all abutting property owners. He referred to the site plan and said Mr. Towers used a tractor and cut approximately seven feet down at his property

line. He said if you destroy the trees, there won't be The Oaks subdivision. He stated that is one reason Mr. Towers would like to stay with Seminole County. He stated he's concerned about the unheard residents of The Oaks and abutting property owners who have issues with this development. He further said the walls were built with undersized footers. Now there are walls built in the wetlands. That needs to be mitigated. He stated this property is not in compliance with St. Johns, and the gentleman from St. Johns will provide a letter when the property is in compliance. He said the retention ponds were built without permits. Some of the residents feel Seminole County government has mismanaged this project because permits were issued against the development order that says no permits would be issued. He said Mr. Towers should annex now into the city of Longwood. The City has a tree ordinance that would further protect the abutting property owners.

Chairman Henley advised of two Written Comment Forms from Patsy Alderson and Janis Liro.

At the request of Commissioner Morris, Planning & Development Director Dori Debord, Larry Goldman, Building Director, and Brian Potts, Development Review Manager, addressed the Board to answer questions. Ms. Debore stated Mr. Goldman has a list of all the permits that have been issued on this project.

Mr. Goldman advised that only one building permit was issued on the wall. It was inspected and does meet the minimum standards of the Florida Building Code.

Mr. Potts said he had a copy of the noncompliance letter and staff has called St. Johns. As of yet, this has not been resolved. The only issue, and it was really because of staff error, is that

staff issued a masquerading permit and there is nothing in the Land Development Code that gives staff the authority to do or not do that.

Commissioner Morris asked Mr. Potts if he has seen any duplicity because of the error that staff made, and he answered no.

Ms. Debord stated permits issued were based on what the property owner could do on single-family property at that time.

Mr. Goldman said the footers had been revised to meet the new requirements. They did pass inspection and meet the code. He believes the tallest point of the wall is 11 feet along Mr. Brobst's point.

DCM Don Fisher addressed the Board to advise the property was zoned agricultural and there is no height restriction on agricultural zoning.

Janis Liro, 361 Lazy Acres Lane, addressed the Board to state she lives in the area and has seen this property get totally demolished and destroyed. She was told this was the beginning to have the property rezoned and she heard rumors that the applicant was going to do condominiums. She said this is appalling what has been done to this property and she is hearing now this has been allowed without the deed being recorded yet. It is appalling to think condos fit into this area. Also, she said there is a very dangerous curve in the area already. She said she doesn't have a lot of confidence that the County is monitoring what is happening here.

Commissioner Morris asked Ms. Liro if she was aware of what the Commission did, that they have been responsible, particularly with Lazy Acres. He said for six years the County has defended this neighborhood against Longwood. He said he hopes she will put that into context with this parcel that is next to the former AT&T tower,

which is a commercially-zoned property. He said these are townhomes and the same property under agricultural exemption could have been cleared lawfully. The wetlands will be protected by the St. Johns River Water Management District. Those same things would have occurred in Longwood on that piece of property. He said this is the same Longwood the County Commission protected her neighborhood from. He stated the subject property is not in the Lazy Acres neighborhood, but Ms. Liro drives by it to get to her neighborhood.

Ms. Liro stated she appreciates what the County Commission did for them in Lazy Acres. She asked if there are any townhomes within three miles of the subject area. She said single-family homes were put in and are very beautiful.

Mr. Towers gave rebuttal comments concerning the other neighboring subdivisions; the cost of this project; height of the wall; the permits; the question of why they are not annexed into the City; the question of the tree roots; their letter in receipt from the St. Johns District; the annexation agreement; and Mr. Brobst's interest in this project.

No one else spoke in support or in opposition.

The Speaker Request Form for Mr. Brobst was received and filed.

Upon inquiry by Commissioner Carey, Mr. Potts advised staff talked to St. Johns regarding their issuance of a letter of violation that was dated May 30. Letters dated September 11 from Mr. Towers were about the violation.

Commissioner Carey stated she hopes that any staff who were here that helped Mr. Towers circumvent the system is not still with the County. She knows he has not gone outside the letter of the law but outside the intent. She is very disappointed with the way this was

handled by the County's staff.

Chairman Henley said he shares a lot of those comments and this is very distasteful to him. He thinks there has been some manipulation going on, but the applicant has not violated the law; and the fact is he has not had anyone, other than Mr. Brobst, approach him in opposition. Therefore, he will recommend approval.

Motion by Commissioner Van Der Weide, seconded by Commissioner Morris, to enact Ordinance #2006-78, as shown on page _____, adopting a Small Scale Land Use Amendment from Low Density Residential (LDR) to Medium Density Residential (MDR); and enact Ordinance #2006-79, as shown on page _____, rezoning from A-1 (Agriculture) to PUD (Planned Unit Development) 3.8+/- acres located on the north side of Longwood Hills Road and west of CR 427, subject to the Preliminary Master Plan and Development Order, as shown on page _____; and authorize the Chairman to execute the documents; as described in the proof of publication, Mike Towers, based on staff findings.

Districts 1, 2, 3, 4 and 5 voted AYE.

Commissioner Morris stated he hopes the comments of Commissioners Henley and Carey are well taken. He hopes Mr. Towers moves this process through the city of Longwood and approaches them and gets that taken care of. He thinks the Board handled this right and he doesn't think this is one of those cases that is going to be repeatable. He hopes Mr. Towers will move forthrightly and get the annexation done and he hopes that is his intent.

Chairman Henley stated he hopes this is an isolated case also. He said the County Manager has assured him that things will be straightened out.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Interlocal Agreement for Joint Funding and Use of the Lake Mary High School Swimming Pool

DEPARTMENT: County Manager Office **DIVISION:**

AUTHORIZED BY: Cindy Coto **CONTACT:** Don Fisher **EXT:** 7212

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the attached School Facility Joint Funding and Use Interlocal Agreement.

District 2 Michael McLean

Don Fisher

BACKGROUND:

At its November 7, 2006 meeting, the Board of County Commission agreed to be a funding partner, subject to an acceptable agreement, in the construction of a swimming pool and related facilities at Lake Mary High School.

Attached for the Board's consideration is the proposed funding and use agreement. The highlights of the agreement are:

- Improvements will include construction of a 50 meter x 75 feet swimming pool meeting the standards of the United States Swimming Association and a 25 x 12 yard swimming pool for teaching and warm-up. Other structures and facilities include dressing and restrooms, concessions, offices, equipment storage, pool equipment and systems, spectator seating and hardscape;
- Funding for the project is $1,200,000 from Seminole County, $300,000 from the City of Lake Mary, and $400,000 from the School Board via the Lake Mary High School Athletic Booster, Inc; and,
- The pool will be operated for the exclusive use of the School Board during regular school attendance hours, including 30 minutes before and after said hours, and prescribed seasons and authorized events. At all other times the facility will be made available to the public with normal operating hours being consistent with other such facilities in Seminole County.
- The agreement also provides for the County, by separate 99 year lease, to make a minimum 2.5 acre site available to the School Board for this facility.

The funds for this project are already budgeted. However, should the Board desire, there would be time to evaluate other funding, such as TDC, after the agreement is approved and executed.

Should the Board approve the attached agreement, the ground lease will be brought back at a subsequent meeting.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Matthew Minter)

SCHOOL FACILITY JOINT FUNDING AND USE INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into on May 8, 2007, in triplicate original, by and between THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, a body corporate, whose principal address is 400 East lake Mary Boulevard, Sanford, Seminole County, Florida 32773, hereinafter referred to as "SCHOOL BOARD" and the CITY OF LAKE MARY, FLORIDA, a Florida municipal corporation, whose principal address is 100 North Country Club Road, Lake, Mary, Florida 32795, hereinafter referred to individually as "CITY", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter individually referred to as "COUNTY." Collectively, the CITY and the COUNTY, for the benefit of the public, shall hereinafter be referred to as the "COMMUNITY."

W I T N E S S E T H:

That pursuant to the authority of *Section 163.01, et. seq., and Section 1013.10,* Fla. Stat. (2006) and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the SCHOOL BOARD, COUNTY, and CITY mutually covenant and agree as follows:

1. LAND: The COUNTY, by separate agreement, shall enter into a ninety-nine (99) year ground lease with the SCHOOL BOARD for a parcel of no less than 2.5 acres of land, as described in Exhibit "A", hereinafter referred to as the "PROPERTY" whereupon the SCHOOL BOARD shall construct a swimming pool facility and educational recreational complex, hereinafter referred to as the 'FACILITY."

2. IMPROVEMENTS: THE SCHOOL BOARD shall cause to be constructed or erected on the PROPERTY the following improvements:

    a. A fifty (50) meter x seventy-five (75) feet (4' to 12' in depth) swimming pool built according to standards of the United States Swimming Association including both two one (1) meter and two three (3) meter competition diving boards, for competitive events in accordance with standards adopted by the Florida State High School Activities Association for high school swimming meets, and a twenty-five (25) yard x twelve (12) yard swimming pool, of which the FACILITY, including swimming pools, shall be designed and constructed by qualified Florida licensed professionals employed by the SCHOOL BOARD in such manner as to provide a life-expectancy for the FACILITY of a minimum of forty (40) years. The FACILITY shall also include structures and facilities for dressing and restrooms, concessions, offices, equipment storage, pool equipment and systems, spectator seating, hardscape, and storm water collection/ retention that is in excess of any available capacity in the existing adjacent pond on school property.

b. The FACILITY shall be constructed in accordance with Chapter 514, Fla. Stat. (2006), Chapter 64E-9, F.A.C., and Section 424 of the Florida Building Code.

c. The SCHOOL BOARD agrees that adjacent existing parking areas associated with Lake Mary High School shall be utilized as parking for the FACILITY and made available to the general public during hours of operation when the FACILITY is open to the general public.

d. The SCHOOL BOARD has estimated the cost to design and construct the FACILITY to be the sum of One Million Nine Hundred Thousand ($1,900,000) Dollars. The parties agree to jointly participate in the funding of such design and construction as follows:

(1) COUNTY: The maximum sum of $1,200,000.

(2) CITY: The maximum sum of $300,000.

(3) SCHOOL BOARD: The maximum sum of $400,000, the amount of which will be provided by the Lake Mary High School Athletic Boosters, Inc. The SCHOOL BOARD shall be solely responsible for managing and overseeing the project design and construction and may choose to fund any sums by which the actual cost of design and construction of the FACILITY exceeds the $1,900,000 cost estimate for the FACILITY. The SCHOOL BOARD shall have sole determination to modify the project scope and design as necessary to ensure the total project expenses do not exceed the $1,900,000 budget.

(4) Any funds remaining at the completion of the project shall be returned proportionally to the COUNTY, CITY, and SCHOOL BOARD per amounts contributed in subsection 2.d.

The parties intend that the design of the FACILITY can commence in Fiscal Year (FY) 2006-2007.

e. The CITY agrees to pay to the SCHOOL BOARD not to exceed $300,000, based on it proportionate share of invoices certified by SCHOOL BOARD as completed work, in accordance with the shares of the entire estimated cost set forth in subsection 2.d, above. CITY shall reimburse the SCHOOL BOARD the amount certified and requested in each invoice within 30 calendar days of receipt of the invoice. The CITY represents

that $300,000 in funds have been appropriated and encumbered for this purpose.

f. The COUNTY agrees to pay to the SCHOOL BOARD not to exceed $1,200,000, based on its proportionate share of invoices certified by SCHOOL BOARD as completed work, in accordance with the shares of the entire estimated cost set forth in subsection 2.d., above. COUNTY shall reimburse the SCHOOL BOARD the amount certified and requested in each invoice within 30 calendar days of receipt of the invoice. The COUNTY represents that $1,200,000 in funds have been appropriated and encumbered for this purpose.

g. The SCHOOL BOARD, COUNTY and CITY agree that the cost of design, administration and construction of the FACILITY shall not exceed the $1,900,000 budget unless mutually agreed to by all parties as a properly executed amendment to this agreement indicating the additional cost sharing amount to be funded by each party. Further, it is agreed that the scope of the FACILITY as described in ¶ 2 shall not be expanded unless specifically agreed to by the SCHOOL BOARD and that the SCHOOL BOARD reserves the right to reduce the scope of the FACILITY to conform it to the available funding as set forth herein. The SCHOOL BOARD reserves the right to reduce the scope of the FACILITY to conform it to the available funding as set forth herein, provided that a swimming pool of no less than 50 meters x 75 feet shall remain in the scope, unless otherwise agreed by and between the parties.

3. PAYMENTS:

a. No work or expense shall be incurred by the SCHOOL BOARD until all parties execute this agreement.

b. All disbursements by the SCHOOL BOARD in planning, design and construction of the FACILITY shall be fully documented and available, upon request, for public inspection or audit in accordance with *Chapter 119*, Florida Statutes (2006).

4. SCOPE OF USE OF FACILITY: In consideration of the participation by the COMMUNITY in provision of land and funding for the FACILITY, SCHOOL BOARD agrees to open the FACILITY for COMMUNITY swimming and other use by members of the COMMUNITY as a public recreational resource for the benefit of the COMMUNITY. The SCHOOL BOARD may establish reasonable charges for the use of the FACILITY. Children under 5 years of age shall not be permitted to be present in or on the FACILITY.

a. It is hereby agreed by and between the CITY, COUNTY, and SCHOOL BOARD, that the SCHOOL BOARD shall be solely responsible for the design, construction, control, operation, maintenance, repair, and supervision of the FACILITY and that neither the CITY nor the COUNTY shall have any responsibility in law or fact for the design, construction, control, operation, maintenance, repair, and supervision of the FACILITY except and only as set forth in Section 2 hereof.

b. It is further agreed to, by and between the CITY, COUNTY, and SCHOOL BOARD that the SCHOOL BOARD may enter into an agreement or agreements with third-parties for the operation, maintenance, repair, and supervision of the FACILITY, but that any such agreement or agreements shall not relieve the SCHOOL BOARD of any of its agreements as herein stated.

c. The FACILITY shall be operated for the exclusive use of the SCHOOL BOARD during regular school attendance days and hours of Lake Mary High School, including for a period of at least 30 minutes prior to the start of the regular school day and 30 minutes following the end of the regular school and during the prescribed seasons and other authorized times for competitive water sports as sanctioned by the Florida High School Athletic Association, such as swimming, water polo, and like sports. At all other times, the FACILITY shall be operated by the SCHOOL BOARD as a public recreational facility. The normal operating days and hours as a public recreational facility shall be consistent with other such facilities in Seminole County, Florida. The pool will be operated on a fiscal year basis to match the SCHOOL BOARD's fiscal year, July 1-June 30.

d. SCHOOL BOARD shall be responsible for the posting of the hours of COMMUNITY use of the FACILITY in an area at or near the main entrance to Lake Mary High School.

5. CONCESSION SALES: The SCHOOL BOARD reserves for itself the exclusive right and privilege for any third-party operator, school-related club or school service organization to sell food, beverages and other concessions at the FACILITY at all times. The sale and use of alcoholic beverages at the FACILITY or on the PROPERTY shall be prohibited at all times.

6. SAFETY AND CONTROL OF PREMISES BY SCHOOL BOARD:

a. The SCHOOL BOARD shall ensure that an adequate number of trained and certified lifeguards are on duty and policing the users of the two swimming pools at all times that the pools are open to the public, whether for school or for use by the COMMUNITY. The SCHOOL BOARD shall

further ensure that the FACILITY is operated and maintained in accordance with *Chap 514,* Fla. Stat. (2006) and *Chap. 64E-9,* F.A.C.

b. Neither the SCHOOL BOARD nor any third party operator shall permit any guest, invitee, employee, agent, or other user to engage in any disorderly conduct or to commit or maintain any waste or nuisance at the FACILITY. Further, neither the SCHOOL BOARD nor any third party operator shall permit any guest, invitee, or employee, agent or other user to engage in any gambling, sale or use of alcoholic beverages or any act or action which violates the laws of the State of Florida or of the United States.

c. The SCHOOL BOARD shall be solely responsible for the supervision and maintenance of order at the FACILITY.

7. LIABILITY FOR CLAIMS:

a. The SCHOOL BOARD and the COMMUNITY shall exercise their privileges hereunder at their own risk and expense. The SCHOOL BOARD, however, shall not be relieved of any duty imposed upon it by law for the maintenance of the FACILITY in a safe condition and for the supervision of the FACILITY during all hours of operation.

b. The SCHOOL BOARD shall be responsible for the maintenance of such insurance as it deems adequate and necessary to protect the SCHOOL BOARD from the risk of loss at the FACILITY, or any contents therein owned by the SCHOOL BOARD by fire, theft, storm, hail, flood, vandalism or other similar losses.

8. CONSTRUCTION DOCUMENTS: Upon completion of design development and final construction documents, a set of such documents shall be provided to the COUNTY and CITY. The COUNTY and CITY may make written comments for revisions thereto; however, the SCHOOL BOARD shall have the authority to make the final decision as to any such comments. For purposes of enforcing the provisions of the Florida Building Code, the SCHOOL BOARD is the Authority Having Jurisdiction (AHJ) and shall provide required plans reviews and inspections of all construction.

9. SCHOOL BOARD IMPROVEMENTS: The SCHOOL BOARD shall have the right, at its sole cost and expense, to erect or permit to be erected on the PROPERTY such improvements or modifications as are reasonably necessary to further the intended use of the FACILITY, provided that such improvements or modifications neither interfere with the current or proposed educational or public uses of the FACILITY by the SCHOOL BOARD and the COMMUNITY nor

violate properly adopted SCHOOL BOARD policies, or COUNTY or CITY ordinances.

10. IMPROVEMENT MAINTENANCE: Unless otherwise mutually agreed in advance in writing, any improvements made pursuant to paragraph 9, shall be the sole maintenance responsibility of the SCHOOL BOARD.

11. FACILITY MAINTENANCE:

a. The SCHOOL BOARD, at its cost and expense, agrees to operate, repair and maintain the FACILITY through the term of this Agreement. The SCHOOL BOARD shall perform grounds keeping, grass maintenance, shrubbery, building and fencing maintenance in accordance with its normal grounds and facility maintenance schedules and level of service for Lake Mary High School.

b. The SCHOOL BOARD shall safely store and maintain all chemicals and cleaning or maintenance equipment used in the performance of its responsibilities herewith and shall keep and maintain in good working order all pumps, filters, pool water heaters, and other mechanical systems used in connection with the operation of the swimming pools to be constructed on the PROPERTY. The SCHOOL BOARD shall daily test and use appropriate chemicals for the control of bacteria and algae in the swimming pool and other improvements. The SCHOOL BOARD shall repair cracks in the pool and deck surfaces, as well as on fixtures in and around the swimming pool and deck.

c. The SCHOOL BOARD shall keep, maintain and re-lamp all lights, lighting and electrical lines and equipment in the pool, bathhouse, pool deck and ensure that all equipment, buildings, and ancillary structures are in a safe operating condition. The SCHOOL BOARD, at its expense, shall be responsible for maintaining and re-lamping parking area light fixtures.

d. The SCHOOL BOARD shall make frequent visual inspections to assure the safety of the diving boards and to prevent failure due to cracking or loosening of fastening devices.

e. The SCHOOL BOARD shall obtain all necessary regulatory operating permits per Chapter 64E-9, F.A.C.

f. The SCHOOL BOARD may contract with a third party for the operation and maintenance of the FACILITY. Any such third party shall be required to observe all of the terms of this agreement, which agreement shall be incorporated into any said third party contract, and said third party

shall be subject to *Ch*. 119 and *Ch.* 286, Florida Statutes to the extent required by law. Further, any third party operator shall maintain all financial and other records relating to the operation of the FACILITY separate and apart from all other records of the third party and shall be subject to an annual audit as directed by the SCHOOL BOARD to be conducted by an independent certified public accountant in accordance with rules adopted by the Auditor General pursuant to s. 11.45(8) and the Commissioner of Education. The annual audit report shall be submitted within 75 days after the fiscal year's end to the SCHOOL BOARD. Further, any sub-contractor under any third-party operator shall be subject to the terms of this provision.

g. Any sub-contractor under any third-party operator shall be subject to the approval of the SCHOOL BOARD.

12. ACCESS: The COMMUNITY shall have the reasonable right of ingress and egress from the PROPERTY in a manner consistent with the terms of this Agreement.

13. LIENS: Neither the SCHOOL BOARD nor the COMMUNITY shall make any contract or agreement for the construction, alteration, repair or maintenance on the contract or agreement for the construction, alteration, repair or maintenance on the PROPERTY or of any improvement now or hereafter erected unless such contract or agreement is in writing and contains an express waiver by such contractor of any and all claims for mechanic's or materialmen's liens against the PROPERTY or any improvements now or hereafter erected thereon. Notice is hereby given that no contractor, subcontractor, or any other party who may furnish any material, service or labor for any buildings or improvements, alterations or repairs, or maintenance or operation of the FACILITY, at any time shall be or may become entitled to any lien thereon whatsoever. The SCHOOL BOARD, for itself and its assigns, agrees that anyone entitled to the use of the FACILITY under this Agreement who contracts for the building, improvement, alteration, repair or maintenance of the FACILITY or any improvements now or hereafter erected thereon shall give actual notice of this restriction, in advance, to any and all contractors, sub-contractors, or other persons or firms that may furnish any such material, service or labor.

14. UTILITY SERVICE: The SCHOOL BOARD shall initiate, contract for, and obtain in its name all utility services required for use of the PROPERTY and shall pay all charges for these services as they become due.

15. EVENT SCHEDULING: Subject to the requirements of this agreement, or any other applicable requirements of this agreement, the scheduling of COMMUNITY events and activities at the FACILITY shall be determined and performed by the

SCHOOL BOARD. This schedule may be adjusted from time to time based upon mutual agreement of the COMMUNITY and SCHOOL BOARD.

16. ADDITIONS AND IMPROVEMENTS: All additions, changes, and other improvements erected or placed on the PROPERTY shall remain thereon and shall not be removed therefrom during the term of this agreement, absent mutual agreement of the parties. Upon the expiration or termination of this Agreement, all such improvements shall become the property of the COUNTY.

17. NON-SCHOOL BOARD USE: It is specifically understood and agreed by the COMMUNITY and the SCHOOL BOARD, except as herein otherwise provided, that the SCHOOL BOARD shall operate the FACILITY to benefit the public during non-school use hours. As such, the SCHOOL BOARD may charge reasonable fees and charges, for the use of the facility.

18. NOTICES: All notices, requests, demands, elections, consents, approvals, designations, and other communications of any kind shall be in writing and addressed to the parties as follows:

SCHOOL BOARD
Superintendent
Seminole County Public Schools
District Administrative Official
400 East Lake Mary Boulevard
Sanford, Florida 32773

and,

Deputy Superintendent
Seminole County Public Schools
District Administrative Office
400 East Lake Mary Boulevard
Sanford, Florida 32773

CITY OF LAKE MARY
City Manager
City of Lake Mary
100 North Country Club Road
Lake Mary, Florida 32795

SEMINOLE COUNTY
County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Any party may change the address to which notices are to be sent by giving ten (10) days prior written notice informing the other parties of the change of address. Service of notice shall be deemed complete upon mailing.

19. REMEDIES AND DISPUTE SETTLEMENT: In recognition that this is an agreement among Florida local government entities, the parties acknowledge that the requirements of the Interlocal on Mediation and Intergovernmental Cooperation must be observed with respect to any disputes concerning this agreement. The parties further agree that in the event of any breach or default of the terms hereof, the parties are seeking the benefit of their bargain reflected herein. Therefore, the parties agree that the terms of this agreement may be enforced by action for specific performance and/or declaratory judgment if disputes cannot be resolved by non-judicial means, and any party against whom the action or proceeding is brought waives the claim or defense that the respondent party has an adequate remedy at law, or has failed to exhaust administrative remedies. All parties shall bear their own attorney fees and costs related to any dispute settlement or litigation proceedings concerning this Agreement.

20. APPLICABLE LAW: The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement.

21. VENUE: The parties agree that venue for any action arising out of the interpretation, performance or enforcement of the provisions of this Agreement shall be in Seminole County, Florida.

22. WAIVER OF JURY TRIAL: The parties agree that in the event of any action among and between any or all of the parties arising out of the interpretation, performance or enforcement of the provisions of this Agreement, such action shall be tried to Court and each expressly waives its right to jury trial in such circumstance. This provision is not applicable to actions involving third-parties.

23. ASSIGNMENT: The parties shall not assign this Agreement nor any interest arising herein without the written consent of all parties hereto.

24. WAIVER: No consent or waiver, expressed or implied, by any party to or of any breach of any covenant, condition, or duty of any party hereto shall be construed as a waiver to or any other breach of the same or any other covenant, condition or duty.

25. DEFAULT: No party shall be deemed in default under this Agreement if such party is delayed in the performance of any of its obligations if the delay is due to natural disasters, acts of God, restrictions, regulations or controls of any independent governmental agency, civil commotion, insurrection, acts of

terrorism, sabotage or enemy or hostile governmental actions, fire or other casualty or other similar event or condition beyond the control of the party delayed. In the event of such delay, all dates for performance shall automatically be extended by a period equal to the aggregate period of such delays.

26. HEADINGS: The headings of each section in this Agreement are for convenience only and do not define, limit, or construe the content of such sections.

27. MISCELLANEOUS:

a. Nothing herein contained shall be deemed or construed by the parties or by any third party as creating the relationship of partnership or joint venture.

b. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders where the context requires.

c. The rights and entitlements expressed herein are intended only for the named parties to this Agreement. The parties intend that there are no third-party beneficiaries to this Agreement.

d. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

28. SEVERABILITY: If any one or more of the covenants or provisions of this Agreement shall be held 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.

29. TERM: The term of this Agreement shall be concurrent with the design and operational life of the facility as set forth in ¶2.a. of this agreement or 99 years, whichever is longer, unless otherwise mutually agreed by the parties.

30. COMPLETE AGREEMENT:

a. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supercedes 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 executed by authorized representatives of the parties.

31. THIS AGREEMENT shall become effective upon approval and execution by the party last signing.

CITY OF LAKE MARY, FLORIDA

By: _____
Thomas C. Greene, Mayor
Date: _____

ATTEST:

_____
Carol A. Foster, City Clerk

THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA

By: _____
Barry Gainer, Chairman
Date: _____

ATTEST:

_____
Bill Vogel, Secretary

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By: _____
Carlton D. Henley, Chairman
Date: _____

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

ATTEST:

_____
Maryanne Morse, Clerk to the Board of County Commissioners of Seminole County, Florida

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

_____
Robert A. McMillan, County Attorney

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Request to schedule and advertise a public hearing for the Water Conservation Landscape Irrigation Ordinance, and initiate steps to rescind Resolution 2001-R-13

DEPARTMENT: Environmental Services **DIVISION:** Water and Sewer

AUTHORIZED BY: John Cirello **CONTACT:** Debbie Meinert **EXT:** 2121

MOTION/RECOMMENDATION:
Staff is seeking direction from the Board regarding amending Part 5, Chapter 270 of the Seminole County Code entitled "Emergency Water Conservation Ordinance," and staff is requesting the Board authorize staff to advertise and schedule a public hearing to amend Part 5, Chapter 270 and creates Sec. 270.259 and 270.60 of the Seminole County Code entitled "Emergency Water Conservation Ordinance" and authorize staff to initiate steps to rescind the Emergency Water Shortage Resolution 2001-R-13.

County-wide

Debbie Meinert

BACKGROUND:
The St. Johns River Water Management District (District) has responsibility and exclusive authority for regulating the consumptive uses of water. The District amended Rule 40C-2.042, Florida Administrative Code, to provide that a local government may adopt an ordinance identifying the specific two (2) days of the week when irrigation shall be allowed (Wednesday and Saturday – odd house numbers, Thursday and Sunday – even house numbers).

When the District amended Rule 40C-2.042 it allowed the public to water any two (2) days of the week making the irrigation watering days already established by Seminole County's Emergency Water Shortage Resolution unenforceable. Attached is a draft Ordinance that substantially rewords Sections 270.251 through 270.257, Part 5, Chapter 270, Seminole County Code.

The District has requested inclusion of a Water Conservation Ordinance in responses to Requests for Additional Information in response to the County's pending Consumptive Use Permit.

Important changes proposed in the draft Ordinance include:

- Changes the name of the ordinance to the "Water Conservation Ordinance."
- Establishes the irrigation schedule as: even number residential addresses on Thursday and Sunday, and odd numbered residential addresses on Wednesday and Saturday, and commercial addresses on Tuesday and Friday - this is the same schedule currently in place in Seminole County.
- Certain exceptions are provided (e.g., new lawns and micro irrigation).
- Irrigation with residential reclaimed water shall follow the schedule above.
- Variances from the schedule may be granted by the Environmental Services Department Director or designee.

- Authority for enforcement of the irrigation restrictions is granted to Deputy Sheriffs and the Environmental Services Department Director or designee.
- The creation of Sec. 270.259 which gives the Environmental Services Department Director authorization to issue Notices of Violation and may impose fines for violating the watering restrictions. The fines allowed are as follows:
    - First violation $ 10
    - Second violation $ 50
    - Third violation $100
    - Fourth and subsequent violations $ 200

Demands caused by a growing population, and the need for additional water conservation measures through more efficient use of landscape irrigation create the need to amend the County's current ordinance.

The amended ordinance is patterned after the St. Johns River Water Management District's model water conservation ordinance.

The ordinance will only affect Seminole County water service customers, and no additional staff is needed at this time. The ordinance amends Chapter 270 of the Seminole County Code and Resolution 2001-R-13, Emergency Water Conservation Resolution should be rescinded concurrently due to the District's rule change.

STAFF RECOMMENDATION:

Staff recommends the Board authorize scheduling and advertising a public hearing to amend the Section 270.251 through 270.257, Part 5, Chapter 270 of the Seminole County Code entitled "Emergency Water Conservation Ordinance", and authorize staff to initiate steps to rescind Emergency Water Shortage Resolution 2001-R-13.

ATTACHMENTS:

1. Amended Ordinance
2. Resolution
3. Resolution to be rescind
4. Economic Impact Statement

Additionally Reviewed By:

☑ County Attorney Review (Susan Dietrich)

ORDINANCE NO. 2007-____ **SEMINOLE COUNTY, FLORIDA**

AN ORDINANCE AMENDING CHAPTER 270, SEMINOLE COUNTY CODE, "EMERGENCY WATER CONSERVATION"; PROVIDING A TITLE; PROVIDING THE INTENT AND PURPOSE; PROVIDING AUTHORITY; PROVIDING DEFINITIONS; PROVIDING A LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR EXCEPTIONS FROM LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR VARIANCES FROM LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR ADMINISTRATION ENFORCEMENT REMEDIES; PROVIDING FOR REPEAL; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Johns River Water Management District (District) has responsibility and exclusive authority, pursuant to Chapter 373, Florida Statutes, for regulating the consumptive uses of water; and

WHEREAS, the District amended Rule 40C-2.042, Florida Administrative Code (F.A.C.), the General Consumptive Use Permit by Rule governing the regulation of small irrigation uses below consumptive use permit thresholds in Rule 40C-2.041(1), F.A.C.; and

WHEREAS, Rule 40C-2.042(2)(a), F.A.C., grants a general permit to each person located with the District to use, withdraw, or divert water for such small landscape irrigation uses, provided the irrigation does not occur more than two (2) days per week and does not occur between the hours of 10:00 a.m. and 4:00 p.m. daily, subject to certain exceptions as set forth hereinbelow; and

WHEREAS, Rule 40C-2.042, F.A.C., applies to landscape irrigation regardless of whether the water derives from ground or surface, private well or pump or private or public utility; and

WHEREAS, Rule 40C-2.042, F.A.C., provides that a local government may adopt an ordinance identifying the specific two (2) days of the week when irrigation shall be allowed; and

WHEREAS, the Board of County Commissioners (Board) of Seminole County desires to adopt an ordinance in accordance with Rule 40C-2.042(2)(a)and(b), F.A.C., and the Board finds and declares that said adoption is appropriate and in the public interest of the citizens of the community; and

WHEREAS, Board has evaluated the provisions of the County's regulations relative to a water conservation program, including implementation, water uses, enforcement, exceptions and penalty requirements, and has concluded that certain provisions of the County's Code should be amended to address the Board's concerns pertaining to effective water conservation methods; and

WHEREAS, County compliance with permits issued by and policies of the St. Johns River Water Management District along with demands caused by a growing population have created the need for additional water conservation measures; and

WHEREAS, significant public involvement continues through educational outreach programs informing citizens of the proposed changes to the County Code as set forth in this Ordinance; 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. Secs. 270.251 through 270.257, Part 5, Chapter 270, Seminole County Code, are hereby substantially reworded to read as follows:

Part 5. WATER CONSERVATION ORDINANCE

Sec. 270.251. Short title.

This Part shall be known and referred to as the "Water Conservation Ordinance."

Sec. 270.252. Intent and Purpose.

It is the intent and purpose of this Ordinance to implement procedures that promote water conservation through the more efficient use of landscape irrigation.

Sec. 270.253. Authority.

The County is authorized by its Home Rule Charter, the Florida Constitution and the provisions of Chapters 125, 163 and 373, Florida Statutes, to establish and administer programs for water conservation. This Ordinance shall apply and be enforced in the Seminole County Water and Sewer Utility service areas in Seminole County, Florida.

Sec. 270.254. Definitions.

For the purpose of this Part, the following terms, phrases, words and their derivatives shall have the meaning given herein. When not inconsistent with the context,

words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

(a) "Address" means the house number of a physical location of a specific property. This includes "rural route" numbers but excludes post office box numbers. If a lot number in a mobile home park or similar community is used by the U.S. Postal Service to determine a delivery location, the lot number shall be the property's address. An "even numbered address" means an address ending in the numbers 0, 2, 4, 6, 8, or the letters A - M. An "odd numbered address" means an address ending in the numbers 1, 3, 5, 7, 9, or the letters N - Z.

(b) "District" means the St. Johns River Water Management District.

(c) "Person" means any person, firm, partnership, association, corporation, company, or organization of any kind.

(d) "Landscape irrigation" means the outside watering of plants in a landscape such as shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens and other such flora that are situated in such diverse locations as residential areas, cemeteries, public, commercial, and industrial establishments, and public medians and rights of way. "Landscape irrigation" does not

include golf course greens, tees, fairways, primary roughs, and vegetation associated with intensive recreational areas such as, but not limited to, playgrounds, and football, baseball and soccer fields.

Sec. 270.255. Landscape irrigation schedule.

(a) Landscape irrigation at even numbered addresses or no address must only occur on Thursday and Sunday and must not occur between 10:00 a.m. and 4:00 p.m. daily.

(b) Landscape irrigation at odd numbered addresses must only occur on Wednesday and Saturday and must not occur between 10:00 a.m. and 4:00 p.m. daily.

(c) Landscape irrigation at commercial addresses must only occur on Tuesday and Friday and must not occur between 10:00 a.m. and 4:00 p.m. daily.

(d) Any person who purchased and installed an automatic lawn sprinkler system after May 1, 1991, shall install, maintain and operate a rain sensor device or switch to override the irrigation cycle of the sprinkler system when adequate rainfall occurs per Section 373.62, Florida Statutes.

Sec. 270.256. Exceptions.

Landscape irrigation shall be subject to the following irrigation schedule exceptions:

(a) Irrigation using a micro-irrigation system is allowed at any time.

(b) Irrigation of new landscape is allowed at any time of day on any day for the initial thirty (30) days and every other day for the next thirty (30) days for a total of one (1) sixty-day (60) period, provided that the irrigation is limited to the minimum amount necessary for such landscape establishment.

(c) Watering in of chemicals, including insecticides, pesticides, fertilizers, fungicides and herbicides when required by law, the manufacturer, or best management practices is allowed at any time within twenty-four (24) hours of application.

(d) Irrigation systems may be operated at any time for maintenance and repair purposes not to exceed ten (10) minutes per hour per zone.

(e) Irrigation using a hand-held hose equipped with an automatic shut-off nozzle is allowed at any time.

(f) Discharge of water from a water-to-air air conditioning unit or other water-dependent cooling system is not limited.

(g) The use of water from a residential reclaimed water system shall follow the irrigation schedule as described in Sec. 270.255. For purposes of this subsection, a reclaimed water system includes systems in which the primary source is reclaimed water, which may or may not be supplemented from another source during peak demand periods.

Sec. 270.257. Variances from landscape irrigation schedule.

A variance from the landscape irrigation schedules set forth in Sec. 270.255 may be granted by the Department Director or designee if strict application of the landscape irrigation schedule would lead to unreasonable or unfair results in particular instances, provided that the applicant demonstrates with particularity that compliance with the schedule will result in a substantial economic, health, or other hardship for the applicant requesting the variance or those served by the applicant. Where a contiguous property is divided into different zones, a variance may be granted hereunder so that each zone may be irrigated on different days than other zones of the property. However, no single zone may be irrigated more than two (2) days a week.

Sec. 270.258. Enforcement.

(a) The Department Director or designee shall have the duty and authority to enforce the provisions of this Part and the power to issue written warning notices, and bring complaints to the State Attorney's Office for prosecution.

(b) Each Deputy Sheriff of the Seminole County Sheriff's Department shall, in connection with his/her duties imposed by law, diligently enforce the provisions of this Part.

Section 2. Secs. 270.259 through 270.260, Part 5, Seminole County Code, are hereby created to read as follows:

Sec. 270.259. Administrative enforcement remedies.

(a) Notification of violation. Whenever the Department Director or designee determines that there is reasonable cause to believe that a person has violated or continues to violate this Part or order issued hereunder, he or she may cause to be served upon that person a written Notice of Violation (NOV). The person shall submit to the County within ten (10) days of receipt of the NOV, an explanation of the violation and a plan for the satisfactory correction and future prevention thereof or shall deny the existence of the violation. Submission of the plan does not relieve the person of liability for any violations occurring before or after receipt of the NOV. Nothing in this Section shall limit the authority of the County to take any action such as emergency or other enforcement action without issuing a NOV.

(b) Administrative fines.

(1) In accordance with Parts 1 and 2, Chapter 53, Seminole County Code and Chapter 162, Florida Statutes, when the Department Director or designee determines that a person has violated or continues to violate any provision set forth herein, or order issued hereunder, the Department Director or designee may issue an order imposing a fine on such person in the following amounts:

First violation	$ 10.00
Second violation	$ 50.00
Third violation	$100.00
Fourth & subsequent violations	$200.00

Such fines shall be assessed on a per violation, per day basis.

(2) In accordance with Parts 1 and 2, Chapter 53, Seminole County Code and Chapter 162, Florida Statutes, unpaid fines shall, after 30 calendar days, be assessed an additional penalty of 15 percent (15%) of the unpaid balance, and interest shall accrue thereafter at a rate of one percent per month. The County may file an order imposing fines in the Official Records which shall operate as a lien against the violator's property.

(3) Persons desiring to dispute such fines shall file a written appeal with the County Manager or designee along with full payment of the fine amount within forty-five (45) days of notification of the fine. Where the County Manager or designee determines that genuine issues are raised by the appeal, the County Manager or designee may convene a hearing on the matter. If the appeal is successful, the County shall return the payment, including any accrued interest to the person. The Department Director or designee may deduct the cost of preparing an

administrative enforcement action, such as notices and orders, from the amount remitted.

(4) Issuance of an administrative fine shall not be a bar against, or a prerequisite for, the County taking any other action authorized by Florida Statutes against the person.

Sec. 270.260. Repeal.

All ordinances or part of Ordinances insofar as they are inconsistent or in conflict with the provisions of this Part are repealed to the extent of any conflict.

Section 3. Secs. 270.261 through 270.270, Part 5, Seminole County Code, are hereby reserved.

Section 4. 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 4, 5 and 6 shall not be codified.

Section 5. 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 or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. 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 _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

_____
CARLTON HENLEY, Chairman

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RESOLUTION 07-R_____ **SEMINOLE COUNTY, FLORIDA**

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

WHEREAS, the Board of County Commissioners enacted Seminole County Ordinance No. 81-50, entitled the "Emergency Water Conservation Ordinance," which is to be implemented by Resolution of the Board of County Commissioners; and

WHEREAS, previous drought weather conditions in Seminole County caused an overload of Seminole County Water and Sewer Utility service area water pumping systems with a resulting risk of widespread service interruptions and potential loss of fire protection ability; and

WHEREAS, on January 23, 2001, the Board of County Commissioners adopted Resolution No. 2001-R-13 to establish certain restrictions on water utilization to protect water resources against the aforementioned factors; and

WHEREAS, due to changed weather conditions in Seminole County, these certain water restrictions are no longer deemed necessary; and

WHEREAS, recent water shortage regulations adopted by the St. Johns River Water Management District have established permanent water conservation measures throughout the central Florida region; and

WHEREAS, the Board of County Commissioners has determined that it is in health, safety, welfare, and environmental interests of Seminole County to protect the water resources of its citizenry by adopting the Water Conservation Landscape Irrigation Ordinance of even date herewith;

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Seminole County, Florida, that:

Seminole County Resolution No. 2001-R-13, adopted January 23, 2001, shall be and is hereby rescinded.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA this _____, day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____ By:_____
MARYANNE MORSE , Chairman
Clerk to the Board of
County Commissioners of Date:_____
Seminole County, Florida.

SED/sb
11/13/06

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RESOLUTION NO. 2001-R-13 SEMINOLE COUNTY, FL

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF JAN. 23, 2001.

WHEREAS, the Board of County Commissioners enacted Seminole County Ordinance No. 81-50, entitled the "Emergency Water Conservation Ordinance," which is to be implemented by Resolution of the Board of County Commissioners; and

WHEREAS, recent drought weather conditions in Seminole County, Florida, have caused an overload of Seminole County water pumping systems with a resulting risk of widespread service interruptions, and potential loss of fire protection ability; and

WHEREAS, the Board of County Commissioners has determined that the aforementioned factors have created an emergency which requires appropriate measures; and

WHEREAS, the Board of County Commissioners has determined that it is in the interest of the health, safety and welfare of the citizens of Seminole County, Florida to impose water restrictions on all water customers of the Seminole County Environmental Services Department, as provided for in Seminole County Ordinance No. 81-50, to assist in lessening the water shortage; and

WHEREAS, on August 25, 1998, the Board of County Commissioners adopted by Resolution certain water restrictions, some of which, due to the changed weather conditions, are no longer deemed necessary; and

WHEREAS, this Resolution shall supercede Resolution No. 98-R-172 and water restrictions arising therefrom,

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

I. A water shortage emergency requiring certain water conservation measures is hereby declared for all water customers of the Seminole County Environmental Services Department.

II. That, within Seminole County, water conservation measures as hereinafter specified are imposed on water customers of the Seminole County Environmental Services Department in order to reduce water consumption.

III. All water customers of the Seminole County Environmental Services Department shall implement the following water conservation measures immediately.

A. The sprinkling, watering, or irrigating of shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens and vegetables, shall occur as set forth below:

1. Landscape irrigation is restricted to a maximum of two days per week and shall not occur between the hours of 10:00 a.m. and 4:00 p.m. Irrigation of existing landscape with odd addresses is only allowed on Wednesday and Saturday. Irrigation of existing landscape with even addresses or no address is only allowed on Thursday and Sunday. Irrigation on these designated days shall only occur when actually needed because of a lack of rainfall, and shall be limited to the application of no more than ¾" of water in the irrigated area.

2. Low-volume irrigation is permitted anytime with a hand-held garden hose provided it is fitted with an automatic shutoff nozzle.

3. Irrigation resulting from the operation of water-to-air heat pumps is permitted anytime.

4. New landscape is authorized to be irrigated on any day between the hours of 4:00 p.m. and 10:00 a.m. during the first 30 days following its installation. The installation of new landscape should be postponed until this water shortage order is rescinded.

B. Irrigation which uses sewage effluent (reclaimed water) shall be exempt from the provisions of this section.

C. Agricultural Use
   1. Agricultural Irrigation
      a. Overhead irrigation, including potable volume guns, is restricted to the hours of 4:00 p.m. to 10:00 a.m.
      b. Low volume irrigation hours are not restricted.
      c. Flood and seepage irrigation must not discharge tail water from the property.
      d. All irrigation systems must be operated in a manner that maximizes the percentage of water held in the root zone of the crop and minimizes the amount of water that is released or lost to the user.

2. Soil Flooding

a. Soil flooding for pest control or soil preservation shall be prohibited.
b. Soil flooding to permit harvesting of sod should be voluntarily reduced.

3. Freeze Protection
Water use for freeze protection is limited to applicable consumptive use permit conditions.

D. Nursery/Golf Course/Recreation

1. Nursery Use
   a. Overhead irrigation uses are restricted as follows:
      1. Inside – water only between 8:00 a.m. to 8:00 p.m. seven days per week.
      2. Outside – water only on odd numbered days but not between 7:00 a.m. to 7:00 p.m.

   b. Flood irrigation systems are restricted to 6 days per month.

   c. Applications of fertilizers, herbicides and pesticides should be coordinated with irrigation schedules.

   d. Low volume irrigation uses and low volume hand watering should be voluntarily reduced.

E. Golf Course Use

1. Irrigation of fairways, roughs and non-playing areas on the first nine holes of the course is restricted to the hours of 12:01 a.m. to 8:00 a.m. on Wednesday and Saturday.

2. Irrigation of fairways, roughs and non-playing areas on the last nine holes of the course is restricted to the hours of 12:01 a.m. to 8:00 a.m. on Thursday and Sunday.

3. Applications of fertilizers, herbicides and pesticides should be coordinated with irrigation schedules.

4. Irrigation of greens and tees should be voluntarily reduced and must be accomplished during non –daylight hours.

F. Water Based Recreation Use

1. Draining of facilities into sewers or onto impervious surfaces is prohibited.
2. Water based recreation water use should be voluntarily reduced.
3. Outside aesthetic use of water utilizing non-re-circulating fountains is prohibited.
4. All surface water augmentation is prohibited except that which is specifically authorized for irrigation use under a valid consumptive use permit.
5. Personal vehicle washing must be done using a handheld hose equipped with an automatic shut-off nozzle.
6. All other discretionary uses of water should be reduced to the greatest extent possible.

III. This Resolution shall be in force and take effect on January 23, 2001.

ADOPTED this 23rd day of January, 2001.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
DICK VAN DER WEIDE, CHAIRMAN

ECONOMIC IMPACT STATEMENT

DATE: November 22, 2006 **DEPT./DIVISION:** Env. Services

CONTACT PERSON: Debra K. Meinert **EXTENSION:** 2121

DESCRIBE PROJECT/PROPOSAL:

This ordinance establishes criteria related to landscape irrigation, including schedules, exemptions variances and enforcement.

DESCRIBE THE DIRECT ECONOMIC IMPACT OF THE PROJECT/ PROPOSAL UPON THE OPERATION OF THE COUNTY:

Utility operations of the County's Environmental Services Department (ESD) will be impacted as the primary enforcement mechanism of the program. Funds are budgeted for irrigation monitoring, and are coordinated through Utilities Division Water Conservation team. Revenues from enforcement are not anticipated to be material in nature, as the program is more of educational awareness.

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

The proposed irrigation schedules do not represent a change from current practice. To the extent property owners are following watering restrictions, they will not realize any impact fiscally or operationally.

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

The intent of the ordinance is to promote efficient water use practices. Water conservation benefits all Seminole County utility customers indirectly through reduced planning and construction expenditures creating additional water capacity.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Briefing From Workforce Housing Task Force and Presentation of Planning Tools to Address Workforce Housing in Seminole County

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

AUTHORIZED BY: Dori Debord **CONTACT:** Tom Tomerlin **EXT:** 7430

MOTION/RECOMMENDATION:
Direct staff regarding implementation of action plans and/or further research on the workforce housing tools presented, resulting from efforts of the Workforce Housing Task Force.

County-wide

Tom Tomerlin

BACKGROUND:

On June 13, 2006, the Board directed Staff to assemble a Workforce Housing Task Force. The goal of this directive was to bring together a group of housing stakeholders to discuss and identify programs geared towards the provision of workforce housing in Seminole County. Invitations to join the Taskforce were sent to a wide cross-section of people involved in the housing delivery chain as well as large employers within the County. Through this directive, the Board acknowledged that the ability to house our County's workforce continues to be an important community objective. Unfortunately, the ability to secure housing at a cost that is not a burden has become a challenge for many working households throughout the State, including Seminole County.

The Workforce Housing Task Force consists of a dedicated group of stakeholders that met on a monthly basis over a six month period (six meetings). The meetings were held in a work session format with a focus on examining tools designed to have a positive influence on workforce housing. Individuals that regularly participated at these meetings are listed in an exhibit to this memorandum.

Task Force members carefully reviewed a full complement of tools in use elsewhere and narrowed the field of available tools to a short list of recommendations that they feel would work in Seminole County. A full description of each recommendation is attached to this memorandum for your consideration. The following tools are recommended by the Workforce Housing Task Force:

Endorsement of on-going programs:

1. Housing Support in Activity Zones – Commuter Rail and US 17-92 Community Redevelopment Area - *Support Workforce Housing at Commuter Rail Station Stops and along the US 17-92 CRA corridor.*
2. Mixed Residential Development and Mixed Use Development - *Create mixed residential*

zoning standards that allow a full range of housing types to be developed by right.

3. Shared Equity Down Payment Assistance Program - *Endorse the creation of a down payment assistance program as part of the County's Local Housing Assistance Plan for moderate income households utilizing a shared equity arrangement.*
4. Employer Assisted Housing – *Continue efforts to engage major employers in regard to providing housing assistance for their eligible employees.*
5. Density Bonuses - *Examine and adjust the County's current density bonus program with a focus on creating a desirable density bonus program that will have appeal to the development community.*

<u>Revisions to Existing Programs:</u>

1. Accessory Dwelling Units - *Revise existing Land Development Code to encourage, or further permit, Accessory Dwelling Units.*
2. Impact Fee Programs - *Consider expanding the current impact fee refund program to workforce households (140 percent of AMI) along with a corresponding increase in the budget.*
3. State Legislative Priorities - *Identify the restoration and full funding of the William E. Sadowski Affordable Housing Act as a State Legislative Priority for Seminole County.*

<u>New Programs:</u>

1. County Housing Program Manager (Ombudsman) – *Newly designated position that would serve various functions towards increasing the supply of workforce housing in Seminole County including marketing, education, advocacy, and technical roles.*
2. Nonresidential (Commercial) Intensity Bonus in Exchange for Workforce Units (Incentive Program) – *Create an incentive program where an additional commercial intensity bonus could be granted if Workforce Housing is provided.*
3. Public-Private Partnerships - *Further examine how public-private partnerships can be formed in Seminole County with the purpose of developing workforce housing.*
4. Linkage Fee Program – *Consider a linkage fee program where new commercial space contributes a fee towards provision of workforce housing.*

All of the tools listed above would require the formulation of an action plan that explicitly details needed implementation measures. The following documents are attached to this memorandum:

- Workforce Housing Task Force Participant List
- Problem Overview
- Income Thresholds Table with Graph
- Summary Listing of Recommended Definitions and Workforce Housing Solution Tools

STAFF RECOMMENDATION:
Staff seeks Board direction regarding implementation of action plans and/or further research on the workforce housing tools presented, resulting from efforts of the Workforce Housing Task Force.

ATTACHMENTS:

1. Task Member Listing
2. Problem Overview
3. Income Thresholds Table with Graph
4. Workforce Housing Solution Tools

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

Regular Participants –
Seminole County Workforce Housing Task Force

- Sam Morrow, Home Builders Association of Metro Orlando
- Rick McKee, Home Builders Association of Metro Orlando
- Susan Leigh
- Jeanne Morris, Seminole County School Board Commissioner
- Kenneth D. York, York Financial Group, Inc.
- Zach Miller, Miller Construction
- Sheron Binkley, 2b Design and Build, LLC
- William Newman, The Center for Affordable Housing
- Frances Chandler-Marino, Glatting-Jackson Planning
- Andy Nothstine, Glatting-Jackson Planning
- Bill Briggle, Macaw Properties
- Janice Petteway, Exit Realty Estate Results
- Kimberly Loewen, East Central Florida Regional Planning Council

City and County Staff Member Participants:

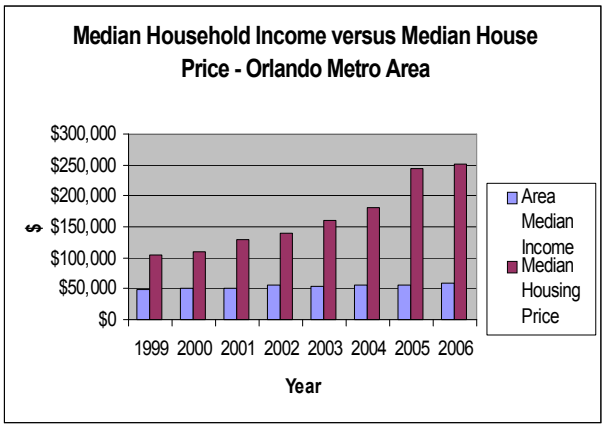
- Kristi Aday, City of Sanford
- Antonia Gerli, City of Sanford
- Daniel Adzima, City of Longwood
- Debra Pierre, City of Oviedo
- Matt Dorsten, City of Oviedo
- Phillip Penland, City of Altamonte Springs
- Randy Stevenson, City of Winter Springs
- John Omana, City of Lake Mary
- Gary Schindler, City of Lake Mary
- Tim McClendon, City of Casselberry
- Tom Tomerlin, Seminole County
- Jeff Hopper, Seminole County
- Bill McDermott, Seminole County
- Sheryl Stolzenberg, Seminole County
- Alice Gilmartin, Seminole County
- Sabrina O'Bryan, Seminole County

Workforce Housing: Is it becoming a Scarce Resource in Seminole County?

Seminole County has much to be proud of, such as great neighborhoods, a solid job market, and good schools. However, along with almost every region of the State, the ability to secure good quality housing at a cost that is not a burden has become a challenge for many working households in Seminole County. To a large degree, this undersupply of workforce housing is a product of our own success.

For the year ending in July 2006, the Orlando metropolitan area, which includes Seminole County, created 41,000 new jobs. This brisk rate of job growth has been sustained for some time considering that Metro Orlando added nearly 100,000 new jobs during the two year period between 2004 and 2005. While a burgeoning job market is good for local economies, according to estimates, nearly 40% of these new jobs paid less than $27,000 per year. In a nutshell, the workforce housing crisis is a result of the widening gap between wage income and housing prices. In 2000, the area median income level represented approximately 45% of the cost of a median priced home (i.e., median income divided by median home price). In 2006, the area median income represented just 22% of the median home price. The combination of rapidly increasing home prices, stagnant wages, and robust job growth are the root causes of the dilemma.

Figure 1.



Source: U.S Census and Orlando Regional Realtor Association

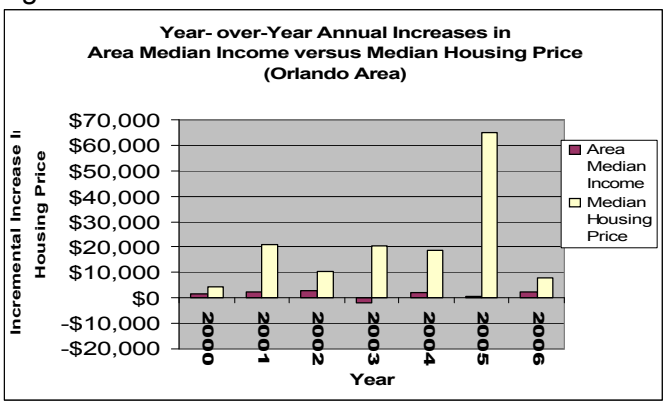
Why the shortage matters to the County

The ability to house our community's workforce is an important objective. The workforce we are addressing includes many essential service workers such as teachers, police officers, firefighters, and health care workers. There is no question that these workers provide community-wide benefit. Furthermore, the ability to supply quality housing for our workforce will pay off economically. A diverse and well qualified labor force will help attract and retain businesses as well as provide for an economic diversity that will help insulate our area from economic downturns and shocks. Recognizing these benefits, it is useful to first examine how we reached our current state, and then ask how we might be able to remedy the imbalance.

Is something wrong with the housing market?

Why have housing prices escalated so rapidly since 2000? In July 2006, the median housing price in the metro area was $252,900. The 2006 median housing price increased 132% (up $143,725) over the 2000 median price of $109,175. Although this increase in home prices is dramatic, it is important to note that Seminole County's population also increased by 55,225 persons between 2000 and 2006. Population growth of this magnitude provides some assurance that home price increases were fueled, at least in part, by a direct increase in demand. In short, home prices increased at a much higher rate than wage income, but these increases were based on the market.

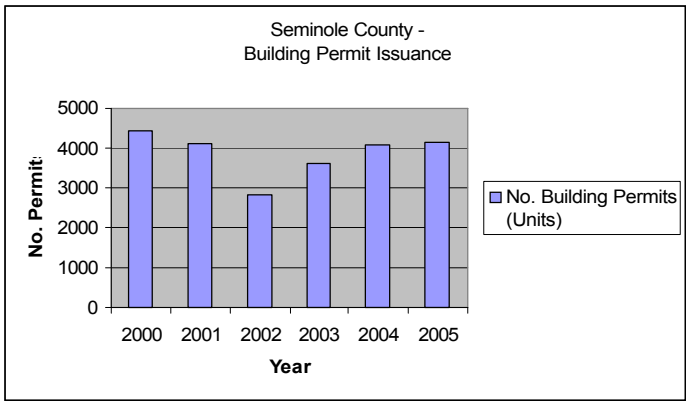
Figure 2



Source: U.S Census and Orlando Regional Realtor Association

Of course, the housing market responded to this increase in demand by constructing additional supply. Developers and homebuilders sharply increased production of housing since 2000. Building permit issuance exceeded 4,000 units/year in 2004 and 2005, as depicted in Figure 3.

Figure 3



Source: U.S. Census, Seminole County

The growth in housing demand coupled with the supply response from builders implies that the housing market has indeed functioned in a rational manner. The fact that home prices have experienced double digit rates of appreciation (Figure 4), however, suggests that demand outstripped supply since 2000.

Figure 4

Year	Median House Price (July Levels)	% Change Price
1999	$ 105,000	
2000	$ 109,175	3.98%
2001	$ 130,088	19.16%
2002	$ 140,465	7.98%
2003	$ 161,190	14.75%
2004	$ 180,000	11.67%
2005	$ 245,000	36.11%
2006	$ 252,900	3.22%

Source: Orlando Regional Realtor Association

As depicted in the Table, the rate of increase in the median home price has slowed in 2006. This slowdown may be explained by a supply response that has caught up with demand. Most consensus forecasts, however, foretell that home prices will plateau at current levels given the area's solid fundamentals (e.g., job growth, in-migration) and a drop in home prices is not likely.

a one bedroom/one bath apartment.

Two sources of demand for housing

While we can say with certainty that housing demand increased, it is useful to differentiate between job generated demand for housing and external demand for housing.

The vigorous level of job growth mentioned earlier increased the demand for workforce housing. However, total housing demand is also fed by homebuyers that do not rely on a local job (i.e., external demand). The mere existence of external demand suggests the area is viewed as a desirable place to live. Taken together, both varieties of homebuyers have fueled the total demand for a scarce resource – housing. Of course, other factors positively influence housing demand in Seminole County, such as historically low interest rates and investor driven demand for housing.

Is something wrong with the job market?

In light of robust job growth, why haven't wages increased in tandem with home prices? Indeed, the hourly wage needed in order to afford a median priced home was $14.74 per hour in 2000, and is now $34.15 per hour in 2006. Most essential service employees fall well below this wage level.

A term used by the U.S. Department of Housing and Urban Development (HUD) in assessing housing need is 'cost burden'. HUD defines a cost-burdened household as one that pays more than 30% of its income for housing needs (including utilities, insurance, rent and/or mortgage). Based on the current Florida minimum wage of $6.15 per hour, a single earner household earning minimum wage, working a 40-hour week and paying 30% of the household's income toward rent could only afford a monthly rent of $318.80. A single earner household earning minimum wage could not live in Seminole County. Even a two earner household with both earning minimum wage could not comfortably afford

Figure 5

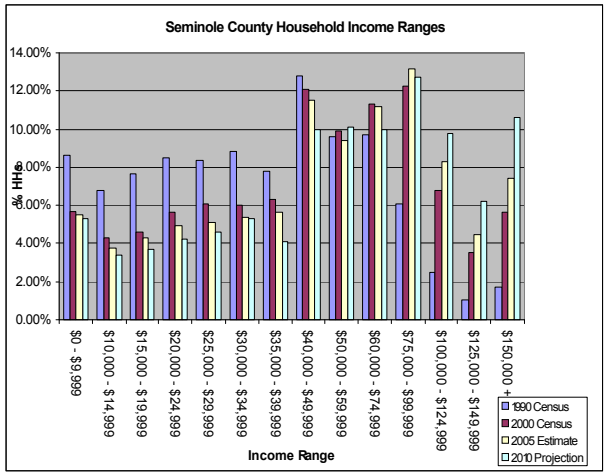
Home Ownership in Seminole County		
Median Sales Price of Home (July 2006)	$	252,900
Total Monthly Cost to Own	$	1,776
Annual Income Required to Buy Median Priced Home (Assuming 30% gross income spent on housing)	$	71,041
Hourly Wage Required to Buy Median Priced Home	$	34.15
Median Hourly Wage (2006 estimate), **Fire Fighter**	$	16.00
Median Hourly Wage (2006 estimate), **Police Patrolman**	$	20.29
Median Hourly Wage (2006 estimate), **Elementary Teacher (Entry Level)**	$	18.41

From these data, Seminole County may lack the ability to house some of those workers via the private market. The average teacher salary for a Seminole County teacher with a Bachelor's degree and approximately 12.9 years of experience is currently $37,622. A teacher with a Master's degree and 18 years of experience averages $46,280 annually. A 'Specialist' teacher (perhaps one trained to teach special needs children, for example) and 27 years of experience can average $53,533 annually. The nursing profession, which is experiencing critical shortages throughout the state, is a profession that draws a median annual salary in Florida of $47,000, according to PayScale. Nurses with health care specialties may earn more. In order to retain nurses, Orange County has initiated a mortgage subsidy program.

When pondering the mismatch between home prices and wage income, it is important to

realize several factors such as external demand that places additional demand pressure on prices. Moreover, it is important to realize that income levels in Seminole County are expected to grow and job attraction and retention goals for the County are an integral part of the issue.

Figure 6



Source: Demographics Now

What about Rentals?

HUD also establishes what it regards as 'Fair Market Rent' in a particular area. For Seminole County, HUD defined Fair Market Rent in 2006 as $870 for a two bedroom unit, including utilities. To afford this level of rent and utilities, without paying more than 30% of income on housing, a household must earn at least $2,900 monthly or $34,800 annually. Assuming a 40 hour work week and a single earner, that earner must receive an hourly 'housing wage' of $16.73.

Figure 7

SEMINOLE COUNTY
AVERAGE APARTMENT RENTS, JUNE TO DECEMBER 2005
(Source: The Apartment Association of Greater Orlando)

SIZE OF APARTMENT	AVERAGE MARKET RENT	AVERAGE DEPOSIT	AVERAGE SIZE
Efficiency	$ 527	$ 158	462
1 Bed/1 Bath	$ 697	$ 160	729
2 Bed/1 Bath	$ 772	$ 187	917
2 Bed/2 Bath	$ 905	$ 187	1,081
3 Bed/2 Bath	$1,034	$ 242	1,288
4 Bed/2 Bath	$1,037	$ 250	1,416

Information from the Florida Housing Data Clearinghouse as of 2005 shows the number of work hours needed per year to afford a two bedroom apartment at Fair Market Rent, assuming an entry-level worker.

Figure 8.

JOB CLASSIFICATION	WORK HOURS NEEDED TO AFFORD 2-BEDROOM APARTMENT AT FAIR MARKET
Automotive mechanic	3,204
Construction worker	4,799
Insurance agent	2,699
Police officer	2,176
Retail salesclerk	5,114
Waiter/server	5,447

What can be done?

Seminole County already administers the State Housing Initiative Partnership (SHIP) Program that helps put families into homes through down payment assistance. A family of four, earning less than $45,900, can qualify for $20,000 worth of down payment assistance. Currently, the Seminole County SHIP program will provide down payment assistance for homes under $160,000. While this program serves a vital need, it is

recognized that workforce families with moderate incomes are still finding it difficult to find housing.

Seminole County believes in addressing the crucial need for workforce housing. Seminole County also recognizes that any meaningful change must come from the private sector. In-line with this belief, Seminole County's goal is to explore regulatory incentives that would encourage the provision of workforce housing. In order to accomplish this goal, Seminole County has assembled a Workforce Housing Task Force that will explore, study, and recommend various tools and options designed to promote private sector solutions. Various incentives and tools will be examined and considered in order to address the workforce housing issue, such as:

- Density bonuses and transfers
- Permit Fee reductions or waivers
- Expedited permit review
- Land Use/Comprehensive Plan text Changes
- Zoning Changes, including creation of new zoning districts
- Employer assisted housing
- Joint public/private Community Workforce Housing Initiatives
- Intensity bonuses in mixed use projects.

REFERENCE MATERIALS

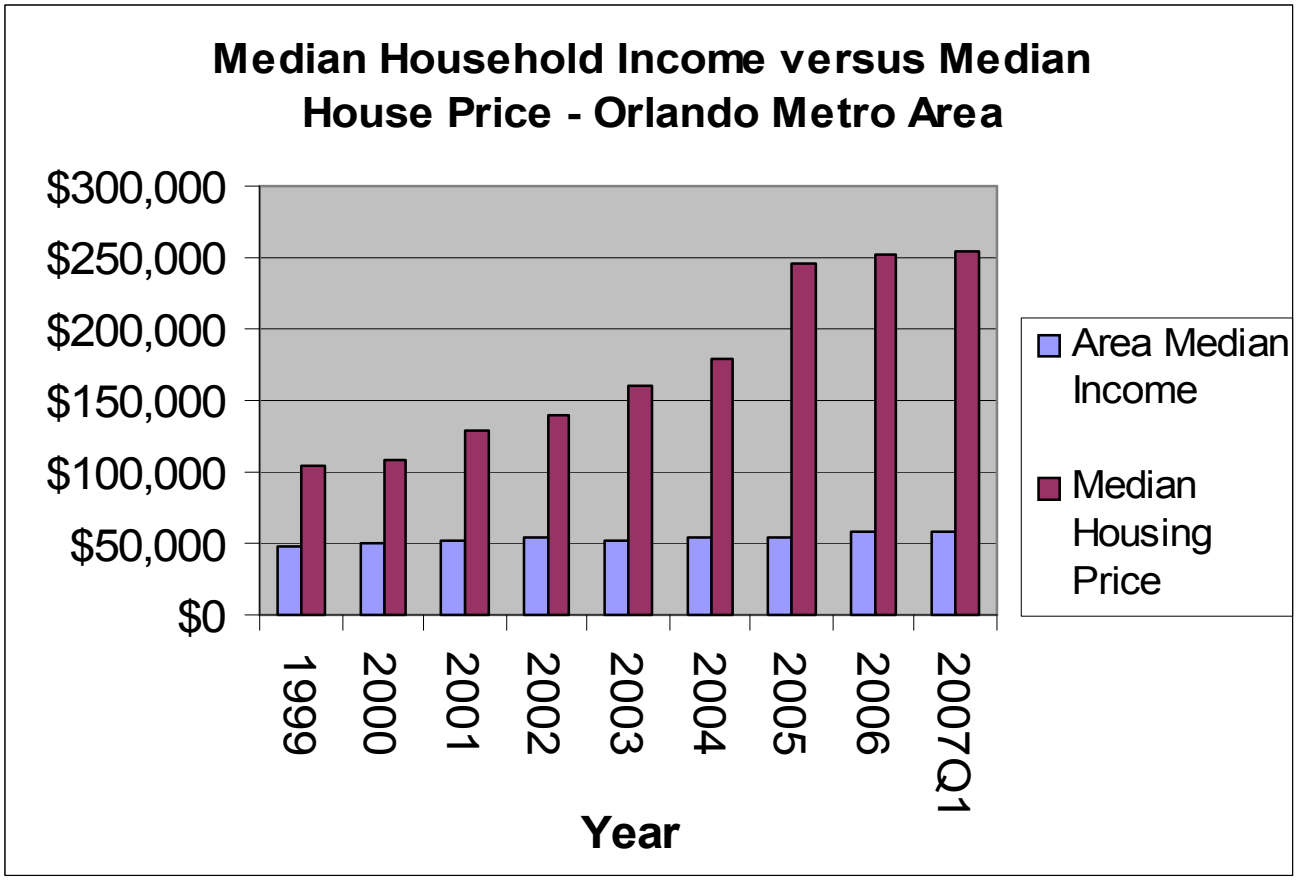
Income Limit Thresholds Ranges:

SEMINOLE COUNTY

Area Median Income 2006 (family of 4)= $57,400

Income Group	Income Range			Income Range Midpoint	Affordable Home Price*
Very Low (<50% AMI)		less than	$28,700	$28,700	$102,170
Low (50%-80% AMI)	$28,700	to	$45,920	$37,310	$132,820
Moderate (80%-120% AMI)	$45,920	to	$68,880	$57,400	$204,339
Workforce Range (80%-140% AMI)	$45,920	to	$80,360	$63,140	$224,773

* Owner Occupied House; calculated at midpoint of Income Range; 5% down payment; 7% Fixed Rate 30-Yr. Mortgage



Seminole County –
Workforce Housing Task Force

Listing of Recommended Tools

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I. New Definitions
   a. Workforce Housing
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II. Recommended Solution Tools:

   a. Endorsement of on-going programs
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      2. Mixed Residential Development and Mixed Use Development
      3. Shared Equity Down Payment Assistance Program
      4. Employer Assisted Housing
      5. Density Bonuses

   b. Revisions to Existing Programs
      1. Accessory Dwelling Units
      2. Impact Fee Programs
      3. State Legislative Priorities

   c. New Programs
      1. County Housing Program Manager (Ombudsman)
      2. Nonresidential (Commercial) Intensity Bonus in Exchange for Workforce Units (Incentive Program)
      3. Public-Private Partnerships
      4. Linkage Fee Program

I. New Definitions

a. Workforce Housing:

Seminole County defines Workforce Housing to mean housing affordable to Seminole County working households that earn up to 140 percent of Area Median Income (AMI). Seminole County further defines Workforce Housing to include working households in which one or more of the wage-earners, employed by either the private or the public sector, are compensated for provision of services essential to Seminole County, including, but not limited to: teachers and educators, police and fire personnel, government employees, healthcare personnel, and skilled building trades personnel.

b. Workforce Housing Developments:

Workforce Housing Developments are defined as owner or renter occupied developments consisting of either single family or multi family units in which a minimum of 15 percent of the total units are affordable to households at or below 140 percent of Area Median Income (AMI).

II. Recommended Solution Tools

Key:

The Tables in this section present several programs that the Workforce Housing Task Force has identified as effective solution tools that should be considered by the Seminole County Board of County Commissioners. Each Table presents a single solution tool and can be categorized as either:

- An endorsement of an on-going program.
- A Revision to an existing program, or
- A New Program,

All tools recommended in the following tables will require extensive effort and follow through in order to develop and implement the program.

a. Endorsement of On-going Program(s)

1. **Housing Support in Activity Zones – Commuter Rail and US 17-92 Community Redevelopment Area**
2. **Mixed Residential Development and Mixed Use Development**
3. **Shared Equity Down Payment Assistance Program**
4. **Employer Assisted Housing**
5. **Density Bonuses**

II.a.1. Housing Support in Activity Zones – Commuter Rail and US 17-92 Community Redevelopment Area
Program Type: Endorsement of On-going Program(s)
Description:
It is recognized that certain areas in the County possess special characteristics with respect to future development. The US 17-92 CRA area and the environs surrounding commuter rail station stops are two notable areas of activity. The support of workforce housing in these areas needs further study and consideration. The study should focus on the suitability of these areas to support workforce housing and the creation of regulation and incentives towards that end. Amendments to the County's Comprehensive Plan and Land Development Code would be needed.
Existing Status:
On-going efforts are currently being pursued as part of the US 17-92 CRA.
Next Steps:
Amendments to the County's Comprehensive Plan and Land Development Code would be needed. These amendments would address placement of a "mixed use" future land use in locations along US 17-92 and at commuter rail station stops.

II.a.2 Mixed Residential Development and Mixed Use Development
Program Type: Endorsement of On-going Program(s)
Description:
Create mixed residential zoning standards that allow a full range of housing types to be developed by right. The broader concept of mixed use also includes housing in close proximity to jobs and services (e.g., retail) in order to reduce a household's transportation budget.
Existing Status:
The Land Development Code Update currently underway is considering the creation of a mixed residential zoning district that provide for a mix of housing types at varying price points.

Next Steps:
The County's Comprehensive Plan has a Mixed Use future land use designation, however, this FLU is not currently overlaid onto any lands. Full support of current efforts to create a mixed residential zoning district as part of the Land Development Code Update.

II.a.3. Shared Equity Down Payment Assistance Program
Program Type: Endorsement of On-going Program(s)
Description:
Establishment of a shared equity program in which workforce households may qualify for down payment assistance. The County would share in the equity of the unit on a prorated basis upon sale of the property. This equity sharing could help fund the program after start-up. SHIP funds are limited to the moderate income range.
Existing Status:
The new Local Housing Assistance Plan (LHAP) is seeking to provide down payment assistance to moderate AMI households.
Next Steps:
Endorse the creation of a down payment assistance program for moderate income households that utilizes a shared equity arrangement.

II.a.4. Employer Assisted Housing
Program Type: Endorsement of On-going Program(s)
Description:
This refers to any number of programs carried out by individual employers that seek to provide assistance to their employees to obtain housing.
Existing Status:
The County does not have good data on what the private sector may be doing to help their employees. However, the City of Sanford provides a model program of an employer assisted housing program.
Next Steps:
Engage the private sector in employer assistance options through education and leading by example (e.g., City of Sanford). A Housing Coordinator could also serve a role in helping educate and share information with employers. Use funds obtained in revenue generating tools (i.e., Intensity bonus program, Linkage fees) to fund programs/partnerships between the County and individual employers. Consider establishing a shared equity down payment assistance program for County employees similar to the City of Sanford program.

II.a.5. Density Bonuses
Program Type: Endorsement of On-going Program(s)
Description:
The granting of an additional density entitlement as an incentive to create workforce housing units in a project.
Existing Status:
A density bonus program currently exists in the Land Development Code. The current programs are administered through the R-AH zoning district (Max 7 DUs per acre) and the Alternative Density Option of the LDC providing up to 7 DUs per acre in Low Density Residential land use areas.
Next Steps:
Endorse the examination and adjustment of the County's current density bonus program with a focus on creating a desirable density bonus program that will have appeal to the development community.

b. Revision to Existing Program(s)

1. **Accessory Dwelling Units**
2. **Impact Fee Programs**
3. **State Legislative Priorities**

II.b.1. Accessory Dwelling Units
Program Type: Revision to Existing Program(s)
Description:
An ADU is a self-contained housing unit in an owner occupied home/lot that is either attached to the principal dwelling or in a separate structure on the same property. An accessory dwelling unit may be permitted in any residential zoning district. Encourage the following • The unit may include a full kitchen. • Only one accessory dwelling unit shall be permitted per lot. • The accessory dwelling unit may be part of or attached to the main residence (e.g., Garage Apartment), and/or may be a separate structure. • The property owner shall occupy either the main residence or the accessory dwelling unit. • The total floor area of the accessory dwelling unit shall not exceed 35 percent of the gross floor area of the main residence. • A detached accessory dwelling unit shall not be closer than 10 feet to a rear lot line and shall comply with the side yard setback requirement for the main residence. • One additional parking space on the same property shall be required for the accessory dwelling unit. Tandem parking and shell or grass surfacing are permitted for such parking space. • No lot containing an accessory dwelling unit may be subdivided. Revisions to encourage, or further permit, Accessory Dwelling Units will require amendments to the County's Land Development Code and the County's Comprehensive Plan as well.
Existing Status:

Limited opportunity exists to provide accessory units in some residential zoning districts, but with limitation on having a full kitchen. A guest cottage may be allowed in select zoning districts as a special exception.
Next Steps:
Revisions to encourage, or further permit, Accessory Dwelling Units will require amendments to the County's Land Development Code. These amendments are currently addressed in the new Land Development Code rewrite and the Task Force recommends approval. It may be necessary to amend the County's Comprehensive Plan as well.

II.b.2. Impact Fee Refund Programs
Program Type: Revision to Existing Program(s)
Description:
Consider expanding the current impact fee refund program to workforce households (140 percent of AMI) along with a corresponding increase in the budget.
Existing Status:
Seminole County currently offers a refund for impact fees of 25% for low income and 50% for very low income occupants. A very low income household earns 50 percent or less of AMI, and a low income household earns 50 to 80 percent of AMI. The County currently budgets $20,000/annually to pay impact fees for this program.
Next Steps:
Revision to the Impact Fee Program would require the passage of an enacting ordinance and accompanying revisions to the County's Land Development Code. Additional funding would also be necessary and may come from the intensity bonus program or a potential Linkage Fee program. The percent discount for moderate income households should follow the sliding scale already in place for low and very low households. May come from the intensity bonus and linkage fee programs.

II.b.3. State Legislative Priorities
Program Type: Revision to Existing Program(s)
Description:
In 1992, the Florida Legislature passed the William E. Sadowski Affordable Housing Act. The Sadowski Act funds are statutorily dedicated by formula to state and local housing trust funds. In 2004, the housing trust monies were reduced with monies diverted and capped. Given rapid escalation in housing prices, one hundred percent of the housing trust funds are needed to support the development and maintenance of affordable housing.
Existing Status:

The Sadowski Housing Act remains capped.
Next Steps:
Identify the restoration and full funding of the William E. Sadowski Affordable Housing Act as a State Legislative Priority for Seminole County.

C. New Programs

i. **County Housing Program Manager (Ombudsman)**
ii. Nonresidential (Commercial) Intensity Bonus in Exchange for Workforce Units (Incentive Program)
iii. **Public-Private Partnerships**
iv. **Linkage Fee Program**

II.c.1. County Housing Program Manager (Ombudsman)
Program Type: New Program
Description:
This newly designated position would serve various functions towards increasing the supply of workforce housing in Seminole County. The Housing Ombudsman would serve marketing, education, advocacy, and technical roles. For instance, projects in which 15% or more of the entire project is affordable could receive the technical assistance of the County's Housing Coordinator. The Program Manager would provide technical assistance to facilitate the movement of the project through the necessary permitting procedures. Education and advocacy roles could be extended across all Seminole County jurisdictions. The Housing Program Manager would also be responsible for pursuing grants and other funding, such as the State's new Community Workforce Housing Innovation Pilot Program (CWHIP).
Existing Status:
N.A. This is a newly proposed program for the County.
Next Steps:
The creation or reassignment of County Personnel would require BCC approval. This service could potentially be contracted or privatized to a third party.

II.c.2. Nonresidential (Commercial) Intensity Bonus in Exchange for Workforce Units (Incentive Program)

Program Type: New Program

Description:

Workforce housing units (WHUs) or optional contributions to support WHUs required as part of site plan projects (commercial projects) when increased *optional* intensity is granted above a threshold. This intensity bonus could be met in at least two different ways: a floor area ratio (FAR) bonus, or additional intensity allowances for a specific geographic area. Several options will be available to meet the WHU requirements in exchange for higher intensity, including:

- On-site WHUs
- Off-site nearby WHUs
- Off-site at Commuter Rail or Community Redevelopment Areas
- Cash Contribution in lieu of WHUs

The actual number of WHUs provided in exchange for higher non-residential intensity would be determined on a sliding scale basis depending on where the units would be built. Specific geographic areas could be targeted, including Community Redevelopment Areas and Commuter Rail stop locations.

Existing Status:

N.A.
This is a newly proposed program for the County.

Next Steps:

In order to initiate this program, the County's Comprehensive Plan will need to be amended. Moreover, this program would require supporting data and analysis demonstrating that adequate capacity exists to service an intensity bonus and amendments to the future land use element to provide for these allowances.

II.c.3. Public-Private Partnerships

Program Type: New Program
Description:
Housing is ultimately developed by private developers. Many communities have found that partnerships among local government, housing developers, community leaders and private financial institutions can create attractive, and successful, housing developments that not only serve residents, but are an asset to the broader community. The State has developed a housing pilot program called the Community Workforce Housing Innovation Pilot Program (CWHIP). Florida Housing administers the CWHIP program and funds are awarded on a competitive basis through a Request for Proposals (RFP) process to public-private entities seeking to build affordable housing for Florida's workforce.
Existing Status:
The County currently builds a limited number of homes as part of its Local Housing Assistance Program.
Next Steps:
Further examine how public-private partnerships can be formed in Seminole County with the purpose of developing workforce housing. New State legislation requires that a list of County owned property be prepared to determine their suitability for housing. Explore if any identified properties could be utilized for developing housing in partnership with developers. Use funds obtained in revenue generating tools (i.e., Intensity bonus program, Linkage fees) to fund partnerships between the County and developers to build workforce housing.

II.c.4. Linkage Fee Program
Program Type: New Program
Description:
Linkage fees are fees or other requirements that local governments place on new industrial, commercial and office developments to offset the effect that new employment has on housing needs within a community. In Palm Beach County, consideration is also being given to extending linkage fees to luxury home construction as a means to offset the housing needs created by these structures.
Existing Status:

N.A.
This is a newly proposed program for the County.

Several examples of linkage fee and nexus studies are available online, including Oakland CA, Martha's Vineyard, MA and Seattle, WA. Winter Park, FL has a linkage fee of $0.50 per square foot for non-residential development. Several other municipalities in Florida are considering linkage fees (e.g., City of Coconut Creek, Pinellas County, Palm Beach County, Collier County, and City of Hollywood) as a potential implementation tool for the creation of workforce housing.

Next Steps:

In order to enact a linkage fee requirement, a local government must first complete a nexus study to show the relationship between the non-residential development and the need for workforce housing. A nexus study would need to be comprehensive and include creation of the linkage fee schedule and implementation ordinances. Furthermore, the nexus study would need to be defensible in litigation.

The disposition of collected linkage fees would need to be clearly identified early on and could include funding an impact fee discount program and a shared equity program.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Appeal the Board of Adjustment decision to deny a rear yard setback variance from 30 feet to 18 feet for a proposed room addition in R-1AA (Single Family Dwelling District) 3241 Night Breeze Lane (Rene Hosein, applicant)

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

AUTHORIZED BY: Dori Debord **CONTACT:** Denny Gibbs **EXT:** 7387

MOTION/RECOMMENDATION:

1. UPHOLD the Board of Adjustment decision to deny a rear yard setback variance from 30 feet to 18 feet for a proposed room addition in R-1AA (Single Family Dwelling District); or

2. REVERSE the Board of Adjustment decision to deny a rear yard setback variance from 30 feet to 18 feet for a proposed room addition in R-1AA (Single Family Dwelling District); or

3. CONTINUE the request to a time and date certain.

District 5 Brenda Carey

Denny Gibbs

BACKGROUND:

The applicant requested a rear yard setback variance from 30 feet to 18 feet in order to construct a 16 foot by 29 foot addition (approximately 464 square feet). At the February 26, 2006 regular meeting, the Board of Adjustment denied the applicant's variance request based upon staff's findings. The applicant submitted the application to appeal the Board of Adjustment's decision to the Planning Division on March 12, 2007.

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 on this property.

b) That the special conditions and circumstances do not result from the actions of the applicant.

No special conditions and 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 applicant desires to construct an addition in a manner that necessitates a variance. An addition could be designed to meet their needs without encroaching into the setbacks. The granting of the requested variance will confer on the applicant special privileges by allowing an encraochment into the rear yard wihtout a demonstrated hardship.

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. The applicant has the ability to construct the addition within the required setback.

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 granting of the variance will not be in harmony with the trend of development of the neighborhood. The trend of development for this subdivision was established when the subdivision was developed in 2000. The applicant's house was constructed in 2003 and is consistent with the other homes built in The Cove subdivision.

STAFF RECOMMENDATION:

Staff recommends the Board of County Commissioners uphold the decision of the Board of Adjustment to deny the rear yard setback variance from 30 feet to 18 feet for a proposed room addition in R-1AA (Single Family Dwelling District).

ATTACHMENTS:

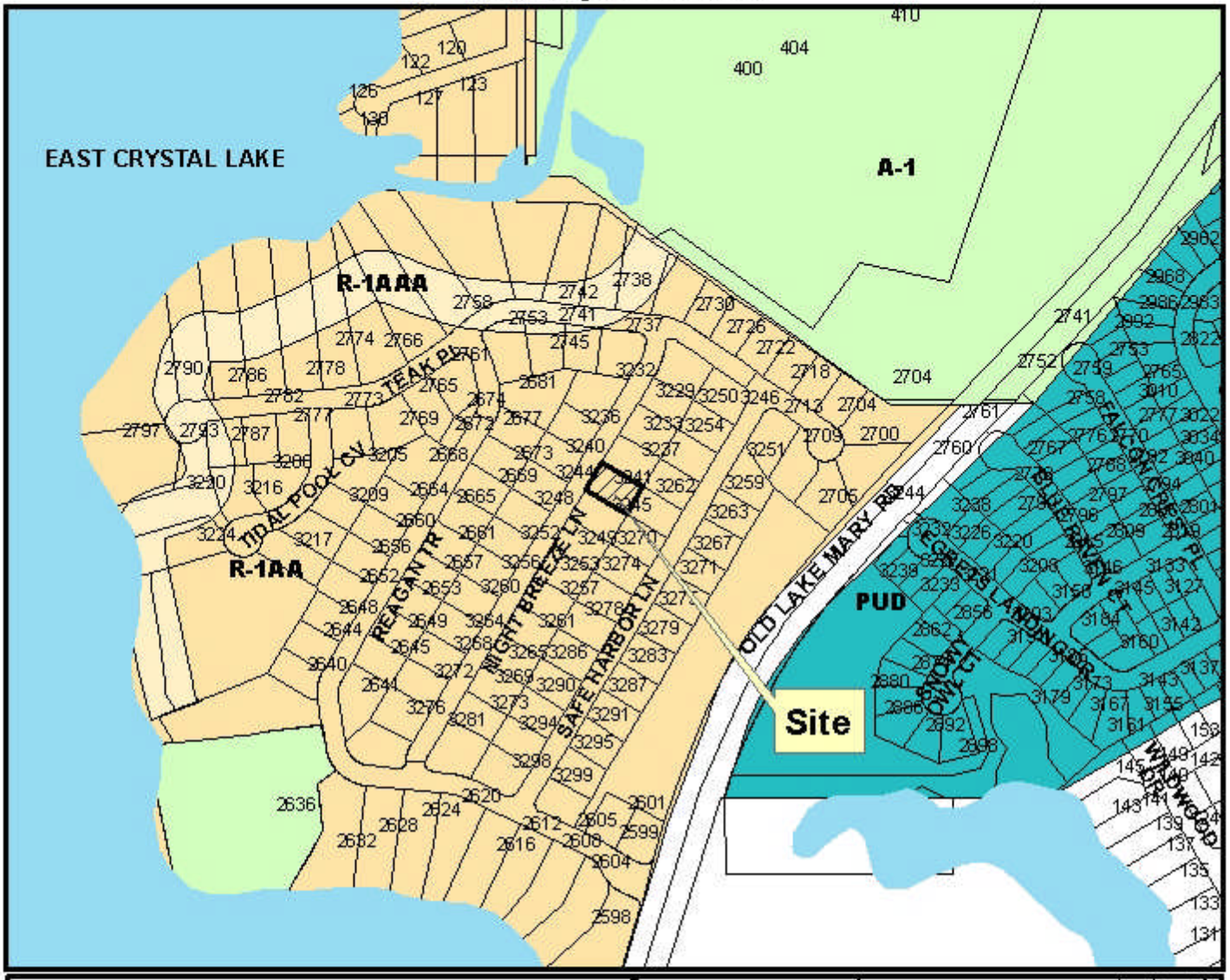
1. Location Map
2. Proposed Site Plan
3. Notice of Appeal to BCC
4. 3241 Night Breeze Picture 1
5. 3241 Night Breeze Picture 2
6. 3241 Night Breeze Picture 3
7. 3241 Night Breeze Picture 4
8. 3241 Night Breeze Picture 5
9. 3241 Night Breeze Picture 6

10. Site plan of area variances
11. Area photographs
12. BOA Meeting Minutes

Additionally Reviewed By:

☑ County Attorney Review (Kimberly Laucella)

Renee Hosein
3241 Night Breeze Lane
Lake Mary, Florida 32746

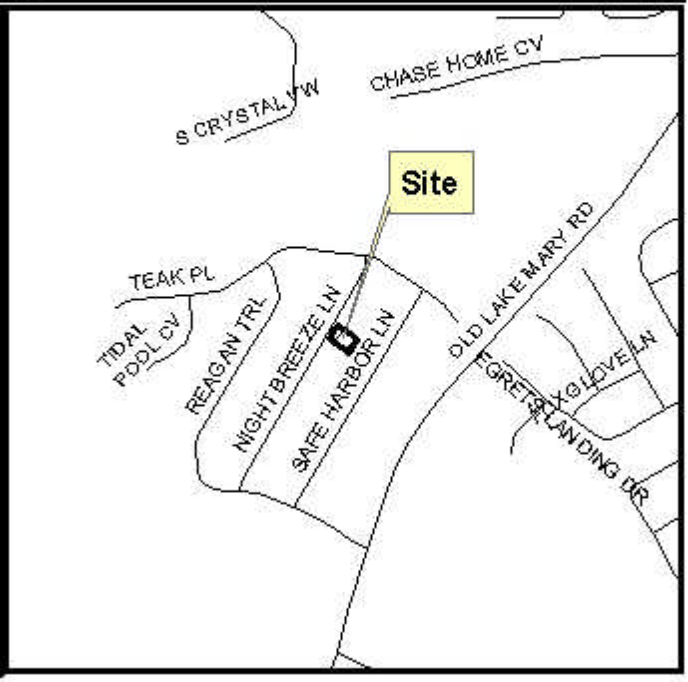


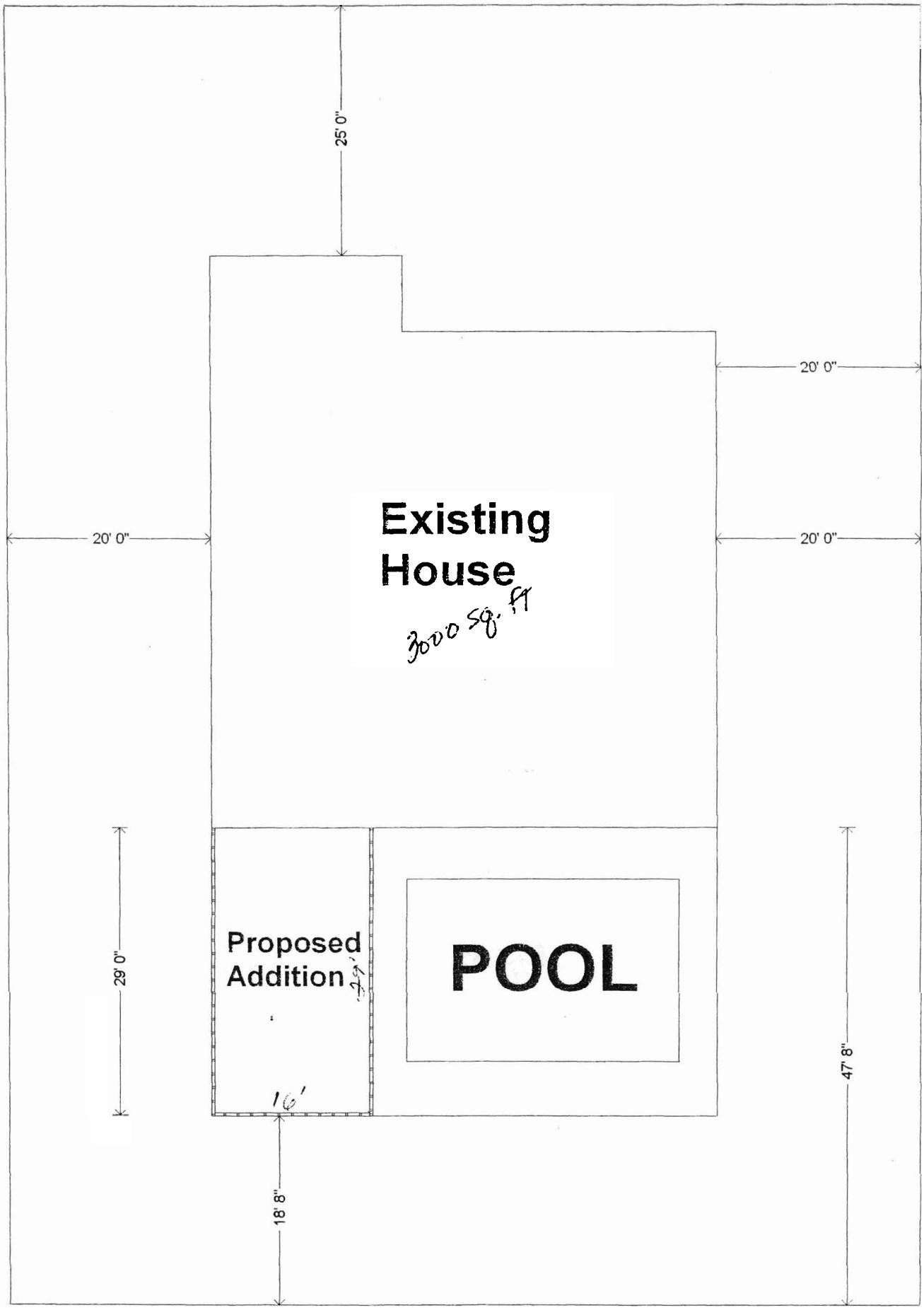
Seminole County Board of Adjustment
February 26, 2007
Case: BV2007-09 (Map 3052, Grid C6)
Parcel No: 03-20-30-5PZ-0000-1030

Zoning

- BV2007-09
- A-1
- R-1AAA
- R-1AA
- PUD

N




25' 0"
20' 0"
20' 0"
20' 0"
Existing House
3000 Sq. Ft
Proposed Addition
POOL
29' 0"
16'
18' 8"
47' 8"

LOT 103

DITC0103

THE COVE PHASE 2

ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 58 ON PAGES 73, 74, 75, 76, 77 & 78 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

med ;

Hosein

X - Electric Valve

B - Back Flow

m - meter

2001

R.1AA

3241

NIGHT BREEZE LANE

TRACT "A" PRIVATE STREET

104

06-1116

S 59°15'17" E 130.00'

90.00'

N 30°44'43" E

10' MIN.

111

Enclosed Room

103

S 59°15'17" E 130.00'

N 30°44'43" E 90.00'

10' MIN.

112

102

113

LEGEND:

40' FROM 100 YEAR

LOT DRAINAGE TYPE "A"

TOTAL LOT AREA = 11,700 SQ. FT.

O - INDICATES 1/2" - 5/8" REBAR/CAP (LB 6757) UNLESS NOTED OTHERWISE

⊕ - INDICATES PERMANENT CONTROL POINT

⊟ - INDICATES CONC. MON. / PRM

March 12, 2007

Renee Hosein
3241 Night Breeze Lane
Lake Mary, FL 32746

RE: This is in reference to an appeal of The Board of Adjustment Meeting dated February 26, 2007 denying the request for Renee Hosein, applicant; Request for a rear yard setback variance from 30 feet to 18 feet for a proposed room addition in R-1AA (Single Family Dwelling District); Located on the west side of Night Breeze Lane approximately 1100 feet east of Old Lake Mary Road; (BV2007-09).
Denny Gibbs, Senior Planner

To The Board of County Commissioners:

I, Renee Hosein and I am applying for a variance for 3241 Night Breeze Lane. This is due to a hardship. I have two elderly parents, one of which have a heart condition and my three children, fiancé and myself live here to assist in their care.

We have run out of room within the house and need the additional space desperately. This same request has been granted for two other home owners, one requesting a set back from 30 feet to 18 feet located at 3229 Night Breeze Lane and the other from 30 feet to 15 feet located at 3250 Safe Harbor Lane. Both of those variances have been granted and room additions have been built. Attached please see pictures reflecting the same. It was also stated that the lot sizes in this neighborhood are small and the other two lots were bigger than ours. That is also incorrect. Attached are pictures of the lots showing the size of all three lots, which are all the same. As a matter of fact the two houses that have been granted the variance are located right behind each other leaving 34 feet between the two houses.

We are humbly asking the Board of Commissioners to reconsider their position in this matter.

Sincerely,

Renee Hosein

March 7, 2007

To Whom It May Concern:

I, Renee Hosein wish to build an addition to my home at 3241 Night Breeze Lane. A sketch is attached for your review. Attached is also two other residents that have been granted the same request as I am requesting at this time.

Please sign below to indicate that you have no objection to this addition and that you are a neighbor.

Sincerely

Renee Hosein

Fontella Hosein	3236 Nightbreeze Lane, Lake Mary
Xin Shu	3240 Night breeze Lane. Lake Mary
[illegible] Plans Rec'd at Br County (open)	3244 NIGHT BREEZE LN
Brian+Laura Kane	3248 Night Breeze Ln, Lake Mary
Chris Hodges	3252 Night Breeze Ln Lake Mary
JAMES L [illegible]	3253 NIGHT BREEZE LN LK MARY
Gaetano Clarke	3261 Night Breeze Ln. LK Mary
Judy Watson	3260 Night Breeze Ln
Vera mendonca	3264 Night Breeze Ln
Yvonne Finnell	3268 Night Breeze Ln
Lesley Brankov	3276 Night Breeze Lane
Jim Allison	3280 NIGHT BREEZE LANE
Chet Armogan	3281 Night Breeze Lane
KEN KEYS	3273 NIGHT BREEZE LANE
Eugene Pancelucci	3284 Night Breeze LANE
Cindy & Donna Shaw	3232 Night Breeze Lane
SYED HAGHMA SHARIFF	3225 NIGHT BREEZE LANE LK MARY, FL 32746

3241 Night Breeze Lane, Lake Mary
Renee Hosein



BV2007-09 – (Picture 1 of 6)

3241 Night Breeze Lane, Lake Mary
Renee Hosein



BV2007-09 – (Picture 2 of 6)

3241 Night Breeze Lane, Lake Mary
Renee Hosein



BV2007-09 – (Picture 3 of 6)

3241 Night Breeze Lane, Lake Mary
Renee Hosein



BV2007-09 – (Picture 4 of 6)

3241 Night Breeze Lane, Lake Mary
Renee Hosein



BV2007-09 – (Picture 5 of 6)

3241 Night Breeze Lane, Lake Mary
Renee Hosein

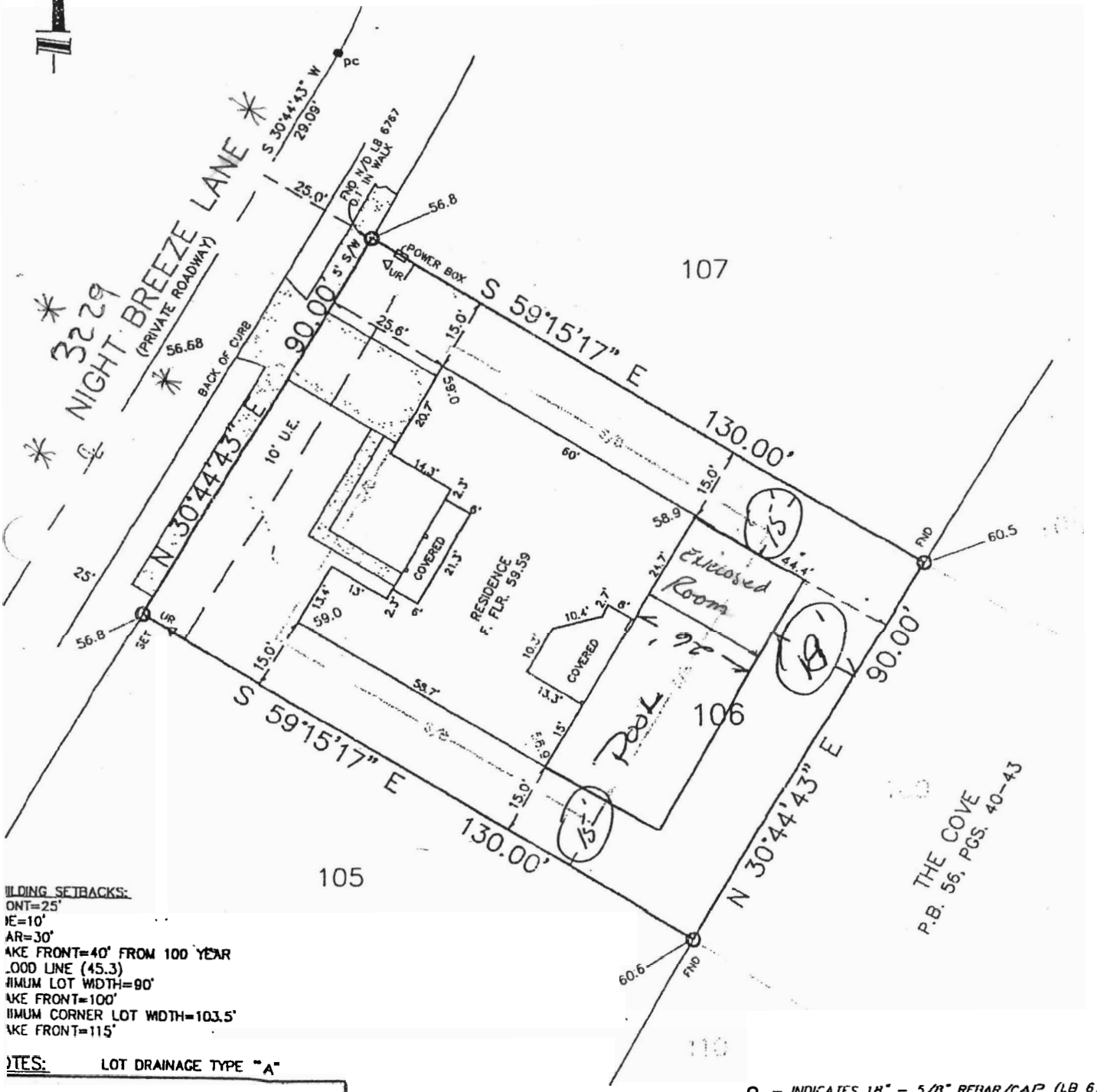


BV2007-09 – (Picture 6 of 6)

LOT 106

THE COVE PHASE 2

ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 58 ON PAGES 73, 74, 75, 76, 77 & 78 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.



BUILDING SETBACKS:
FRONT=25'
SIDE=10'
REAR=30'
LAKE FRONT=40' FROM 100 YEAR FLOOD LINE (45.3)
MINIMUM LOT WIDTH=90'
LAKE FRONT=100'
MINIMUM CORNER LOT WIDTH=103.5'
LAKE FRONT=115'

NOTES: LOT DRAINAGE TYPE "A"

- OVERHANGS & FOOTERS HAVE NOT BEEN LOCATED
- UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED.
- DIMENSIONS ARE NOT TO BE USED TO CONSTRUCT DEED LINES
- ITEMS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, RESTRICTIONS, USES, OWNERSHIP OR MATTERS OF RECORD BY THIS FIRM.
- THE RELATIVE ACCURACY OF FIELD MEASURED CONTROL EXCEEDS 1 FOOT IN 15,000 FEET.
- THIS SURVEY WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- BEARINGS ARE BASED UPON THE CENTERLINE [illegible]

CERTIFIED TO:
CRAIG A. JAMES
MICHELLE J. JAMES

O – INDICATES 18" – 5/8" REBAR/CAP (LB 6767) UNLESS NOTED OTHERWISE
● – INDICATES PERMANENT CONTROL POINT
⊡ – INDICATES CONC. MON. / PRM

LEGEND

S/B	= BUILDING SETBACK	L.E.	= LANDSCAPE EASEMENT
MAINT	= MAINTENANCE	D.E.	= DRAINAGE EASEMENT
UTIL	= UTILITY	U.E.	= UTILITY EASEMENT
CONC.	= CONCRETE	I.P.	= IRON PIPE
C.M	= CONCRETE MONUMENT	R/C	= ROD AND CAP
F.F.LR.	= FINISHED FLOOR	I.R.	= IRON ROD
BLK.	= BLOCK	N/D	= NAIL & DISK
WM	= WATER METER	FND.	= FOUND
ESMT.	= EASEMENT	REC	= RECOVERED

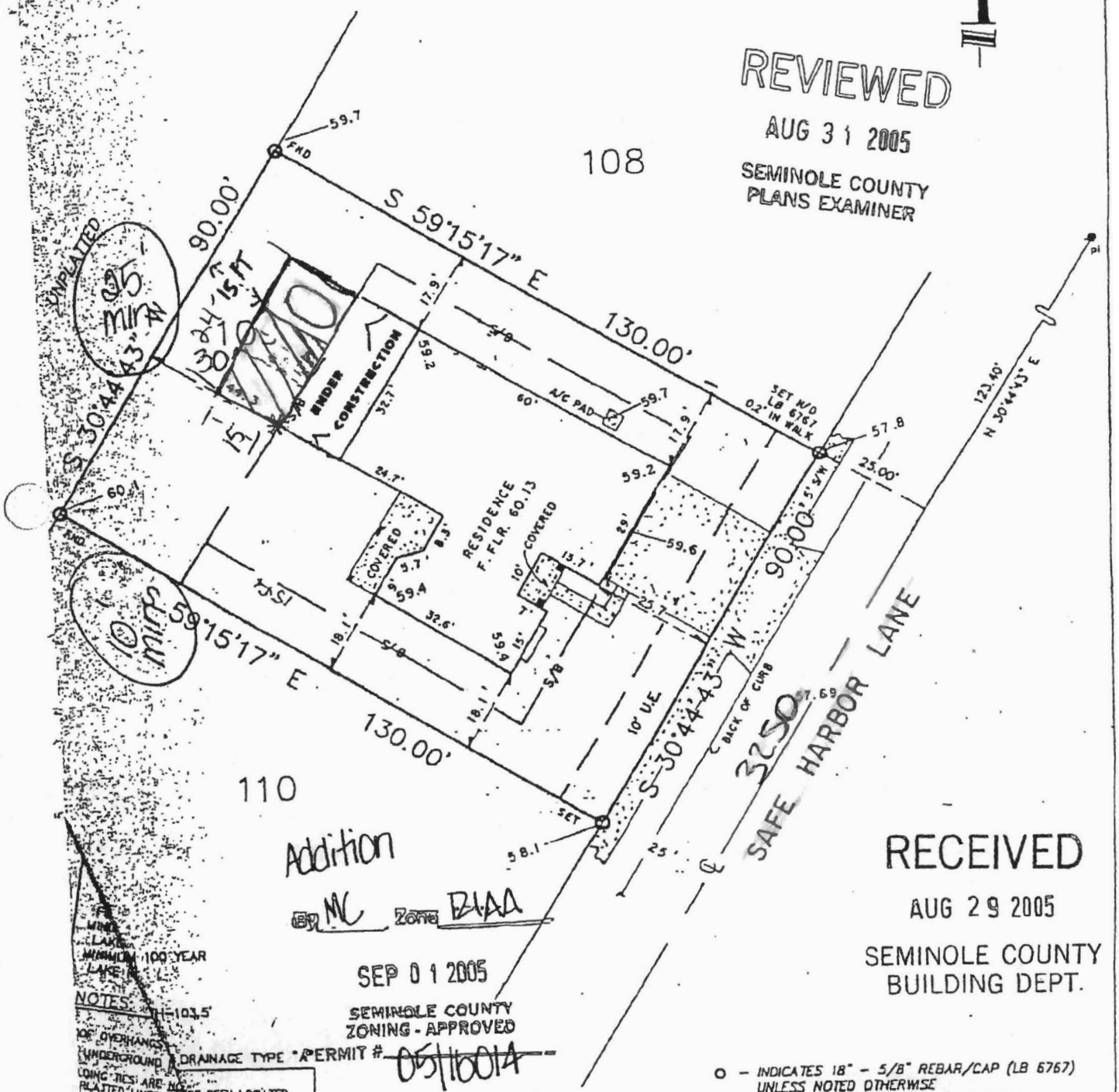
BEST AVAILABLE COPY

05-16014

LOT 109

THE COVE

ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 56 ON PAGES 40, 41, 42, & 43 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.



NOTES:

- ELEV. = 103.5'
- OF OVERHANGS
- UNDERGROUND DRAINAGE TYPE "A"
- LONG. TIES ARE NOT PLATTED LINES.
- LANDS SHOWN HEREON HAVE BEEN LOCATED.
- MENTS, RIGHTS-OF-WAY, CONSTRUCT DEED
- RSHIP OR MATTERS OF
- RELATIVE ACCURACY OF TRACTED FOR
- 1:5,000' IN 1,000 FEET USES.
- AND WITHOUT THE SIGNATURE AND FIRM
- SEAL OF A FLORIDA LICENSED CONTROL
- ARE BASED UPON THE ORIGINAL
- BEARINGS

CERTIFIED TO:
THE RYLAND GROUP, INC.
RYLAND MORTGAGE CO.
RYLAND TITLE CO.

- O – INDICATES 18" – 5/8" REBAR/CAP (LB 6767) UNLESS NOTED OTHERWISE
- ● – INDICATES PERMANENT CONTROL POINT
- ⊡ – INDICATES CONC. MON. / PRM

LEGEND

S/B	= BUILDING SETBACK	L.E.	= LANDSCAPE EASEMENT
MAINT	= MAINTENANCE	D.E.	= DRAINAGE EASEMENT
UTIL	= UTILITY	U.E.	= UTILITY EASEMENT
CONC.	= CONCRETE	I.P.	= IRON PIPE
CM	= CONCRETE MONUMENT	R/C	= ROD AND CAP
F.F.L.R.	= FINISHED FLOOR	I.R.	= IRON ROD
BLK.	= BLOCK	N/D	= NAIL & DISK



2/4/2008

3229 Night Breeze Lane



2/4/2008



2/4/2008

3250 Safe Harbor Lane



2/4/2008

3229 Night Breeze Lane



2/4/2008 3250 Night BREEZE LANE



2/4/2008 Night BREEZE LANE



2/4/2008 3229 Night BREEZE LANE



2/4/2008 3229 Night BREEZE LANE



2/4/2008 3229 Night Breeze Lane



2/4/2008 3229 Night Breeze Lane



2/4/2008 3250 Safe Harbor Lane



2/4/2008 3250 Safe Harbor Lane
Shows Distance Between
two Houses with
Variances



2/9/2008



2/9/2008

3250 SAFE HARBOR LANE

MINUTES FOR THE SEMINOLE COUNTY BOARD OF ADJUSTMENT
FEBRUARY 26, 2007 MEETING
ITEM #2

3241 Night Breeze Lane – Renee Hosein, applicant; Request for a rear R-1AA (Single Family Dwelling District); Located on the west side of Night Breeze Lane approximately 1100 feet east of Old Lake Mary Road; (BV2007-09).
Denny Gibbs, Senior Planner

Denny Gibbs introduced the location of the property and stated that the applicant requested approval to construct an addition that would encroach approximately 11 feet and 11 inches into the required 30 feet rear yard setback. She further stated that the property is within The Cove subdivision which was platted in 2000 and the existing 3,000 square feet house was built in 2003. She then stated that there were currently no code enforcement or building violations for the property. She lastly stated that there was no record of prior variances granted for the property.

Renee Hosein stated that she was requesting a variance to have an additional room with a bathroom in the rear of the property. She further stated that it would not extend over to the side of the house and would line up with the end of the house.

Ken Conrad stated that he was the adjacent neighbor to the south of the applicant. He further stated that the proposed addition would be in front of his backyard and that was the reason he was at the meeting. He then stated that he currently had a very nice view of the tree line but with the proposed addition that would go away. He lastly stated that when the time came for him to sell his house, the view from the back may be an issue for the buyer.

Kathleen Jaromin stated that she lived directly behind the applicant. She further stated that she was requesting that the variance not be granted, because it would bring the applicant's home to close to her backyard. She then stated that when they purchased their homes they were aware of the setback restrictions and hoped that others would adhere to them. She also stated that the character between the lot sizes and homes were very well balanced in the neighborhood. She further stated that while the

addition would be better for Renee, adding additional square footage, but more house and more roof would be an eyesore.

Renee Hosein stated that Ken house was to the right of her property and she is planning to completely fence in the property and he would not be able to see in her property and she would not be able to see in his property. She further stated that she was asking for the structure to come out inline with the existing house. She then stated that there was a lot of space between each property and that other neighbors had applied for variances and received approval.

Mr. Bushrui asked if she had a mandatory Homeowner's Association, and did she ask for approval.

Renee Hosein stated yes they have a mandatory Homeowner's Association and she had not submitted the paperwork, because she wanted to ask for the variance first.

Mr. Rozon made a motion to deny the request.

Mr. O' Daniel seconded the motion.

The motion passed by (4-1) vote. Mr. Bushrui was in opposition.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Symes Drive Right-of-way Vacate

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

AUTHORIZED BY: Dori Debord **CONTACT:** Cynthia Sweet **EXT:** 7443

MOTION/RECOMMENDATION:

1. ADOPT and authorize the Chairman to execute a Resolution to vacate and abandon the unimproved public right-of-way known as Symes Drive, contained in the plat of Symes Loch Arbor, as recorded in Plat Book 13, Page 82, of the Public Records of Seminole County, Florida, located on the south side of Lake Boulevard, south of CR 46A, and approximately ½ mile west of SR 417, in Section 3, Township 20 S, Range 30 E; as requested by the applicants, Jeffery Dickey, Sonja Greenlee, Monty and Nancy White; subject to dedication of a 30-feet wide drainage easement (Exhibit G).

2. DENY the request to vacate and abandon the public right-of-way known as Symes Drive, contained in the plat of Symes Loch Arbor, as recorded in Plat Book 13, Page 82, of the Public Records of Seminole County, Florida, located on the south side of Lake Boulevard, south of CR 46A, and approximately ½ mile west of SR 417, in Section 3, Township 20 S, Range 30 E; as requested by Jeffery Dickey, Sonja Greenlee, Monty and Nancy White, applicants.

3. CONTINUE the public hearing until a time and date certain.

District 5 Brenda Carey

Cynthia Sweet

BACKGROUND:

The applicants, Jeffery Dickey, Sonja Greenlee, Monty and Nancy White, are requesting to vacate and abandon the unimproved right-of-way known as Symes Drive, contained in the plat of Symes Loch Arbor, as recorded in Plat Book 13, Page 82, of the Public Records of Seminole County, Florida, located on the south side of Lake Boulevard, south of CR 46A, and approximately ½ mile west of SR 417, in Section 3, Township 20 S, Range 30 E.

According to the January 17, 1961, Board of County Commissioners minutes (Exhibit D) the plat known as Symes Loch Arbor (Exhibit E) was approved with two conditions: 1) upon an agreement prohibiting the sale of lots 3 through 7 until such time as Symes Drive is paved; and 2) that a 50-ft. easement be conveyed to Seminole County for drainage. An agreement was filed in ORB 343, Page 654 (Exhibit F) for 1) agreeing not to convey Lots 3 through 7 until such time as Symes Drive is paved to county specifications; 2) granting a perpetual easement to Seminole County across the westerly portion of the plat; and 3) an agreement that Seminole County will release these conditions upon fulfillment of the two plat conditions. The recorded agreement does appear to convey an easement for drainage to Seminole County but fails to satisfy the drainage easement requirement of the plat approval because it is unclear as to the specific width of the easement.

There is a need for a 30-feet wide easement for drainage along the most westerly portion of Lots 2 through 4 to accommodate existing stormwater pipes. The applicants Monty and Nancy White have voluntarily agreed to provide a 30-feet wide drainage easement (Exhibit G) for that purpose. This will satisfy the condition of the plat approval.

Staff has no objections to the vacation and abandonment of the subject public right-of-way. The applicants have provided letters from the applicable utility companies stating "no objections". This request complies with the requirements and under the authority for vacating a right-of-way of Sections 336.09 and 336.10, Florida Statutes.

STAFF RECOMMENDATION:

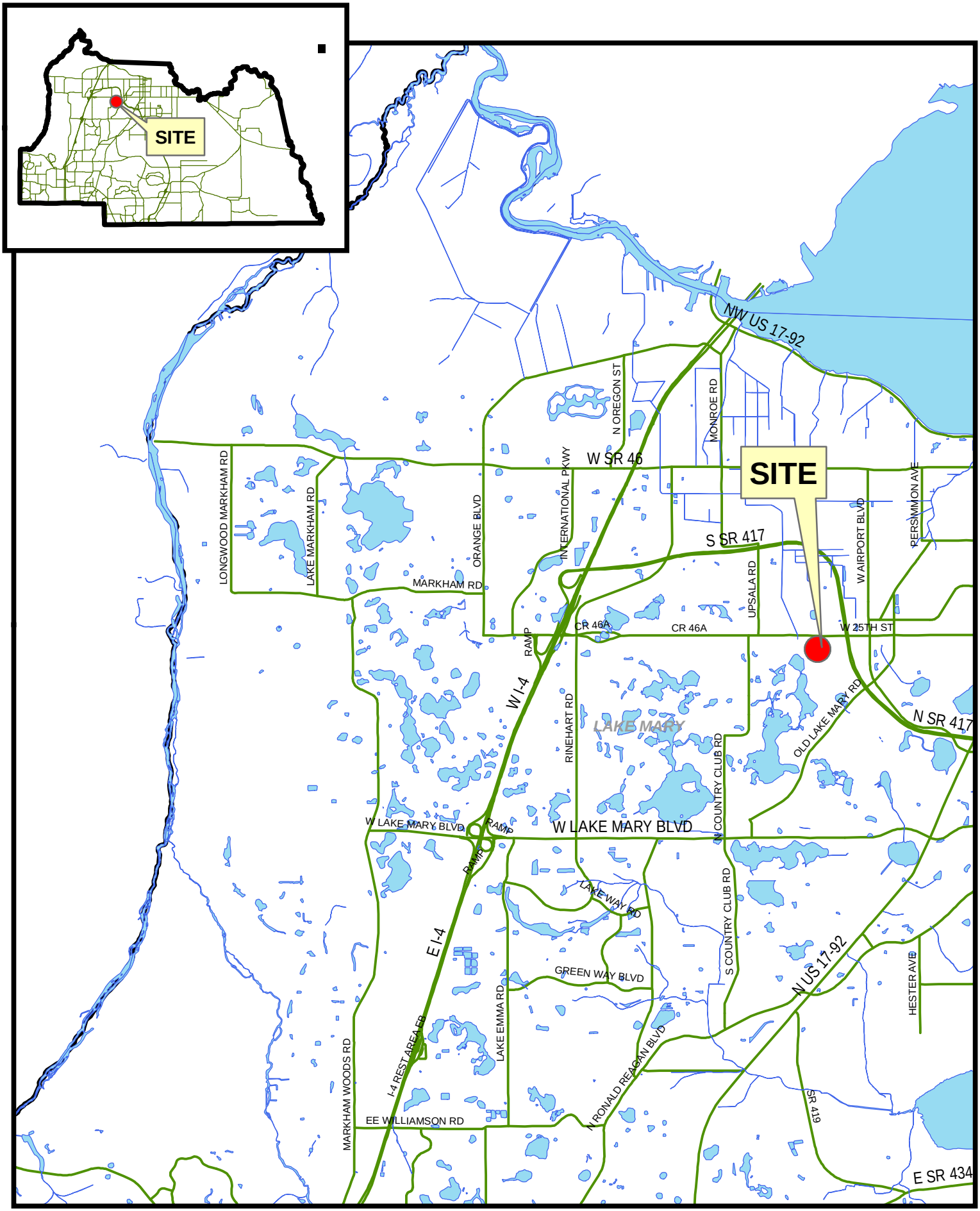
Staff recommends the Board adopt and authorize the Chairman to execute a Resolution to vacate and abandon the unimproved public right-of-way known as Symes Drive, contained in the plat of Symes Loch Arbor, as recorded in Plat Book 13, Page 82, of the Public Records of Seminole County, Florida, located on the south side of Lake Boulevard, south of CR 46A, and approximately ½ mile west of SR 417, in Section 3, Township 20 S, Range 30 E; subject to dedication of a 30-feet wide drainage easement (Exhibit G).

ATTACHMENTS:

1. Maps and Aerials
2. Maps and Aerials
3. Maps and Aerials
4. Resolution
5. Sketch of Description
6. Minutes
7. Copy of Recorded Plat
8. Agreement
9. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



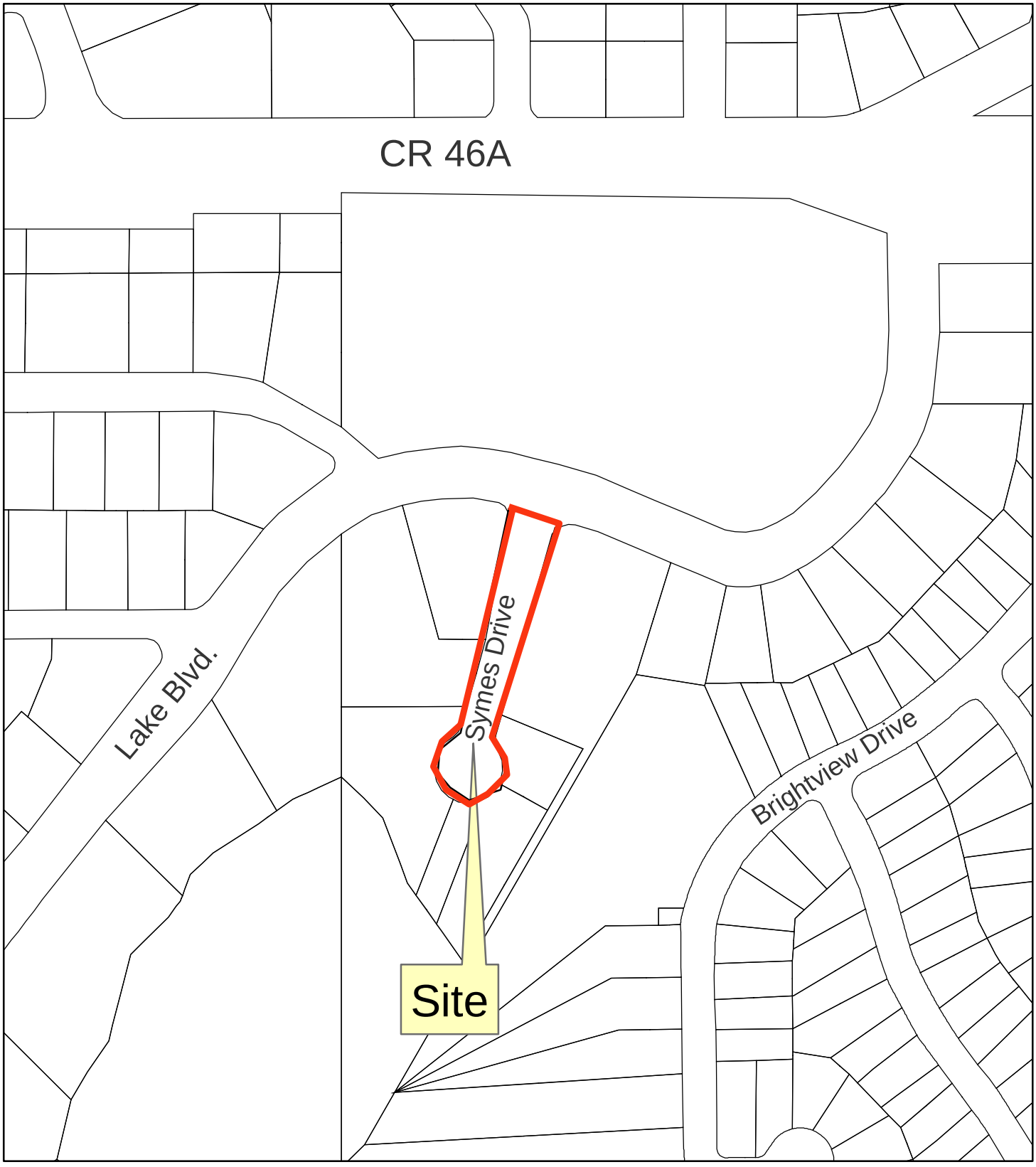
SYMES DRIVE R/W VACATE

Exhibit A



Symes Drive ROW Vacate

Exhibit A



Symes Drive ROW Vacate

Exhibit A

RESOLUTION NO.: 2007-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 8TH DAY OF MAY A.D., 2007.

RESOLUTION TO VACATE AND ABANDON A RIGHT-OF-WAY

Whereas, a Petition was presented on behalf of

Jeffery Dickey, Sonja Greenlee, Monty and Nancy White

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described right-of-way, to-wit:

See Attached Exhibit "A"

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, having determined that the abandonment of the above described right-of-way is to the best interest of the county and the public.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described Right-of-way be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public be, and the same is hereby disclaimed.

PASSED AND ADOPTED this 8th day of May A.D., 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA

BY:

MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

CARLTON D. HENLEY
CHAIRMAN

EXHIBIT B

SEC. 3 TWP. 20 S., RGE. 30 E.
SEMINOLE COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION:

THE RIGHT OF WAY OF SYMES DRIVE AS DESCRIBED IN THE PLAT OF SYMES LOCH ARBOR, AS RECORDED IN PLAT BOOK 13, PAGE 82, IN THE OFFICAL PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

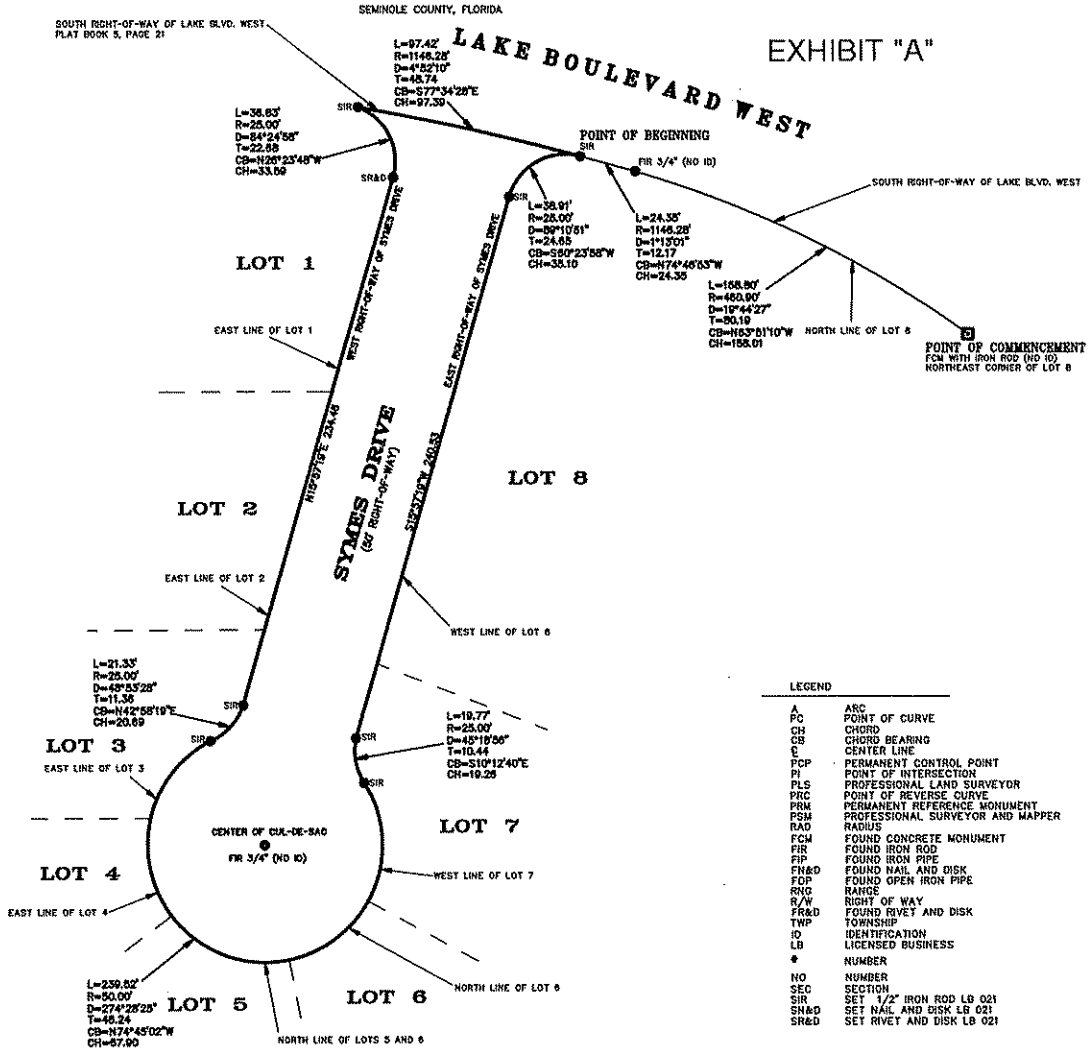
BEING FURTHER DESCRIBED AS

COMMENCING AT THE NORTHEAST CORNER OF LOT 8, AS RECORDED IN PLAT BOOK 13, PAGE 82, IN THE OFFICAL PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA ALSO BEING ON THE SOUTHERLY RIGHT OF WAY OF LAKE BOULEVARD WEST AS RECORDED IN PLAT BOOK 5, PAGE 21, IN THE OFFICAL PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE WESTERLY 158.80' ALONG THE NORTH LINE OF SAID LOT 8 AND THE SOUTHERLY RIGHT OF WAY OF SAID LAKE BOULEVARD WEST A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 460.00', A CHORD BEARING OF N. 83° 51' 10" W. AND A CHORD LENGTH OF 158.01' TO A NON TANGENT CURVE; THENCE WESTERLY 24.35' ALONG THE NORTH LINE OF SAID LOT 8 AND THE SOUTHERLY RIGHT OF WAY OF SAID LAKE BOULEVARD WEST A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1146.28', A CHORD BEARING OF N. 74° 46' 53" W. AND A CHORD LENGTH OF 24.35' TO A NON TANGENT CURVE ALSO BEING THE POINT OF BEGINNING; THENCE LEAVING THE SOUTHERLY RIGHT OF WAY OF SAID LAKE BOULEVARD WEST, SOUTHERLY 38.91' ALONG THE WEST LINE OF SAID LOT 8 AND THE EAST RIGHT OF WAY OF SAID SYMES DRIVE A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00', A CHORD BEARING OF S. 60° 23' 58" W. AND A CHORD LENGTH OF 35.10' TO A TANGENT LINE; THENCE 240.53' ALONG THE EAST RIGHT OF WAY OF SAID SYMES DRIVE AND THE WEST LINE OF SAID LOTS 8 AND 7, S. 15° 57' 19" W. TO A TANGENT CURVE; THENCE SOUTHERLY 19.77' ALONG THE WEST LINE OF LOT 7 AND THE EAST RIGHT OF WAY OF SAID SYMES DRIVE A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 25.00', A CHORD BEARING OF S. 10° 12' 40" E. AND A CHORD LENGTH OF 19.26' TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY 239.52' ALONG THE WEST LINE OF LOT 7, THE NORTH LINE OF LOTS 6 AND 5, THE EAST LINE OF LOTS 4 AND 3 ALSO BEING THE SOUTHERLY RIGHT OF WAY OF SAID SYMES DRIVE BEING A CUL-DE-SAC AND CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 50.00', A CHORD BEARING OF N. 74° 45' 02" W. AND A CHORD LENGTH OF 67.90' TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY 21.33' ALONG THE EAST LINE OF LOT 3 AND THE WEST RIGHT OF WAY OF SAID SYMES DRIVE A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 25.00', A CHORD BEARING OF N. 42° 58' 19" E. AND A CHORD LENGTH OF 20.69' TO A TANGENT LINE; THENCE 234.46' ALONG THE WEST RIGHT OF WAY OF SAID SYMES DRIVE AND THE EAST LINE OF LOTS 3, 2 AND 1, N. 15° 57' 19" W. TO A TANGENT CURVE; THENCE 36.83' NORTHWESTERLY ALONG THE EAST LINE OF SAID LOT 1 AND THE WESTERLY RIGHT OF WAY OF SYMES DRIVE A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00', A CHORD BEARING OF N. 26° 23' 48" W. AND A CHORD LENGTH OF 33.59' TO THE SOUTHERLY RIGHT OF WAY OF SAID LAKE BOULEVARD WEST; THENCE LEAVING THE EAST LINE ON LOT 1, 97.42' ALONG THE SOUTHERLY RIGHT OF WAY OF SAID LAKE BOULEVARD WEST A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1146.28', A CHORD BEARING OF S. 77° 34' 28" E. AND A CHORD LENGTH OF 97.39' TO THE POINT OF BEGINNING CONTAINING 0.498 ACRES (21678 SQUARE FEET) MORE OR LESS.

SEMINOLE COUNTY, FLORIDA

Scale : 1" = 60

EXHIBIT "A"



LEGEND

A	ARC
PC	POINT OF CURVE
CH	CHORD
CB	CHORD BEARING
℄	CENTER LINE
PCP	PERMANENT CONTROL POINT
PI	POINT OF INTERSECTION
PLS	PROFESSIONAL LAND SURVEYOR
PRC	POINT OF REVERSE CURVE
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
RAD	RADIUS
FCM	FOUND CONCRETE MONUMENT
FIR	FOUND IRON ROD
FIP	FOUND IRON PIPE
FN&D	FOUND NAIL AND DISK
FOP	FOUND OPEN IRON PIPE
RNG	RANGE
R/W	RIGHT OF WAY
FR&D	FOUND RIVET AND DISK
TWP	TOWNSHIP
ID	IDENTIFICATION
LB	LICENSED BUSINESS
#	NUMBER
NO	NUMBER
SEC	SECTION
SIR	SET 1/2" IRON ROD LB 021
SN&D	SET NAIL AND DISK LB 021
SR&D	SET RIVET AND DISK LB 021

NOTES:

1. BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY LINE OF SYMES DRIVE, HAVING A BEARING OF SOUTH 15°57'19" WEST PER PLAT.
2. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE SEARCH AND THERE MAY BE ADDITIONAL EASEMENTS THAT MAY BE OF PUBLIC RECORD.
3. PUBLIC UTILITIES THAT LIE WITHIN PUBLIC RIGHTS OF WAY OR EASEMENTS OF RECORD NOT SHOWN OR LOCATED.
4. THE LOCATION OF UTILITIES, FOUNDATIONS OR STRUCTURES, IF ANY, BENEATH THE SURFACE HAS NOT BEEN DETERMINED.

FOR: Sonya Greenlee
DATE: 05/17/2005
ORDER NO. 0513-0033-02
DRAWN BY: JPN
CHECKED BY: LDK
DRAWNING NAME: 0513-0033-02.DWG
PLOTTED: 05/17/05 15:08:04 **LOGIN:** JNEWTON

2721 Forsyth Road Unit 359
Winter Park, Florida 32792
(407) 672-0075 FAX (407) 672-0081

George F. Young, Inc.
A Subsidiary of George F. Young of Florida, Inc.
LB 0021

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Lewis Dilker Kent, PSM
Florida Cert. No. LS 5520

FILE: I:\PROJECT\SUR\0513-0033-02\DWG\0513-0033-02.DWG

EXHIBIT C

1-17-1961

Motion by Commissioner Avery seconded by Commissioner Williams and carried that Mr. Bob Crumley and Mr. A.K. Shoemaker, Jr. be appointed as members of the Zoning Board.

The Board discussed redistricting the County.

Motion by Commissioner Avery seconded by Commissioner Dunn and carried that a Committee be appointed consisting of the Zoning Director, as Chairman, the County Engineer and the Supervisor of Registration to investigate the possibility of redistricting Seminole County and present their recommendations to the Board.

Plat of Symes Loch Arbor presented to the Board.

Wm. C. Hutchison, Jr. Attorney, appeared and requested that the Board waive the requirement of a bond or note for the construction of streets and drainage in lieu of an Agreement, which is suitable to the County Attorney, stating that lots 3 through 7 will not be sold until such time as Symes Drive is paved.

Motion by Commissioner Fitzpatrick seconded by Commissioner Avery and carried that the Chairman be authorized to sign the said Plat, subject to an Agreement legally prohibiting the sale of Lots 3 through 7 until such time as the road is paved and subject also to the conveyance of a 50 ft. easement to the County for drainage.

Commissioner Dunn voted Nay to the above motion.

Judge C. Vernon Mize, Jr., County Judge appeared and presented his report of Receipts, Expenses and Net Income for the year ending December 31, 1960 as shown on Pages 72 & 73 and a letter regarding the said report.

County Engineer, W.C. Bliss, Jr. presented his report as shown on Page 68 regarding Lake Harney Dredging after his investigation and inspection.

Motion by Commissioner Avery seconded by Commissioner Dunn and carried that the report of the County Engineer and his recommendations regarding the Lake Harney Dredging, be approved and accepted.

Two letter received from George H. Dangleman, Jr. Heavy Equipment Contractor requesting approval to dredge fill from Crystal Lake approx. 100 yards SW of Lot 20, Loch Arbor Isle of Pines Sec. 2 and Lots 24 and 25 of the same subdivision and to continue dredging sand in the Stitchner and Payton Sub. a replat of Blk 2 and N 230 ft. of Lot 1, Loch Arbor Country Club Entrance Sec.

Exhibit 1

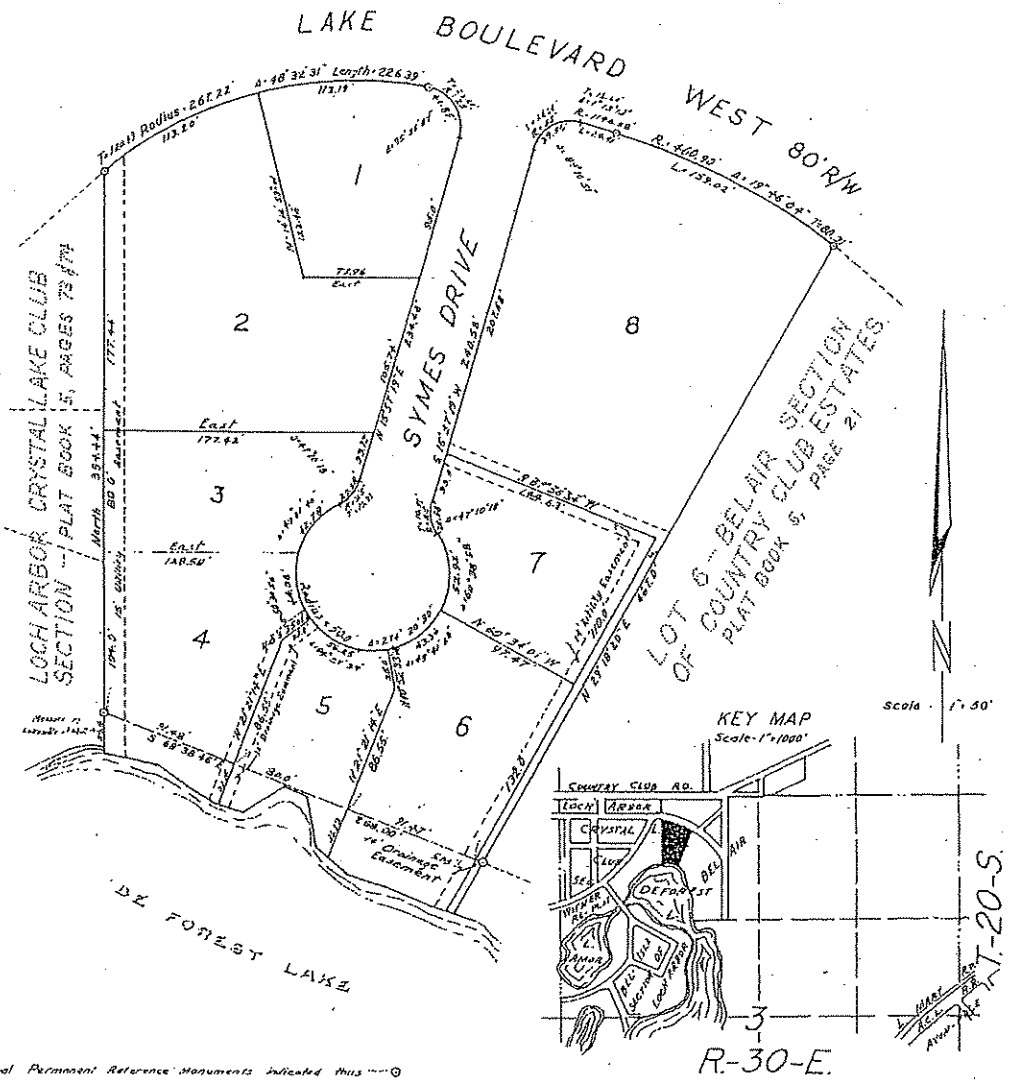
EXHIBIT D

Book 13 Page 82

SYMES LOCH ARBOR

SEMINOLE COUNTY, FLORIDA

DESCRIPTION: Lots 1,2,3,4 & 5, of BELAIR SECTION of COUNTRY CLUB ESTATES as recorded in Plat Book 5, Page 21, of the Public Records of Seminole County, Florida.



Original Permanent Reference Monuments Indicated this ---⊙

DEDICATION

WHEREAS: Roy Frank Symes, Mary Josephine Symes, his wife, and Florence I. Symes, widow, as owners of the lands heretofore described, have caused the same to be Surveyed, Platted, and Laid-Out as shown hereon, to be known as SYMES LOCH ARBOR, and hereby DEDICATE STREETS shown on this Plat to the PERPETUAL use of the PUBLIC.

Witness — Roy Frank Symes, Owner

Witness — Mary Josephine Symes, Owner

Florence I. Symes, Owner

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF SEMINOLE: Before me, an Officer duly authorized to take acknowledgements, personally appeared Roy Frank Symes, Mary Josephine Symes, his wife, and Florence I. Symes, widow, to me well Known to be the persons who executed the foregoing dedication as their own free act and deed, on ...
Witness my Hand and SEAL, this ... day of ... 1960.

Notary Public

My Commission Expires: May 11, 1963

CERTIFICATIONS

MORTGAGEES agree that in event of foreclosure all Parcels shown on this Plat as Dedicated Public Thoroughfares, shall be excluded from suit.

Florida State Bank as Trust Officer by ...
Mid-Florida Federal Savings & Loan Assn. of Seminole Co. by ...

SURVEYED, Monumented and Platted hereon, in accordance with Statutory requirements, this 24th day of June, 1960.

State of Florida — J. C. Cloud, Registration No. 1116 Engineer

COUNTY of SEMINOLE
BOARD of COMMISSIONERS

Approved: ... Chairman
Attest: Arthur H. Beckwith Jr. Clerk
this 26 day of Jan. 1961.

COUNTY ZONING COMMISSION
Approved: ... Chairman
Attest: ... Clerk
this 17th day of August 1960.

CLERK of the CIRCUIT COURT
Correct as to Statutory compliance and Filed for Record this 26 day of JAN. 1961 at Sanford, Florida, at 1:52 A.M.
File No. 8664 by Arthur H. Beckwith Jr. Clerk

PUBLIC RECORDS of SEMINOLE COUNTY, FLORIDA.

PLAT BOOK 13 PAGE 82

EXHIBIT E

BOOK 343 PAGE 653
OFFICIAL
RECORDS

AGREEMENT NOT TO CONVEY

WHEREAS, ROY FRANK SYMES, JR. and MARY JOSEPHINE SYMES, his wife, and FLORENCE I. SYMES, widow, have presented to the Board of County Commissioners of Seminole County, Florida, a plat of certain real properties in Seminole County, Florida, said plat entitled Symes Loch Arbor delineating thereon Lots 1 through 8 inclusive, and

WHEREAS, there is also delineated on said plat on the westerly edge thereof a 15-foot easement, which said easement the County of Seminole needs and desires for drainage purposes, and

WHEREAS, there is also delineated thereon a road called Symes Drive providing access to Lots 3 through 7 inclusive of said plat, and

WHEREAS, the Board of County Commissioners and the undersigned have agreed that said plat will be accepted for record in order that the said County may obtain the said utilities easement without the necessity at the present time of the undersigned having to pave the said Symes Drive subject to the conditions hereinafter expressed,

NOW THEREFORE, for and in consideration of the acceptance of said plat for record, as well as the dedication of the aforesaid easement, the undersigned do herewith covenant and agree with the Board of County Commissioners of Seminole County as follows:

1. The undersigned agree not to convey Lots 3 through 7 inclusive or any part thereof of the Plat of Symes Loch Arbor until such time as the street thereon delineated named Symes Drive shall be paved according to County specifications.

2. That the undersigned do herewith and hereby give, grant and convey unto Seminole County, a political subdivision, a perpetual easement across the westerly portion of said plat as delineated on said

Exhibit 2

EXHIBIT F

plat.

3. Upon the paving of the said Symes Drive according to County specifications, this restriction against conveyance of the said Lots 3 through 7 shall be of no force and effect, and the condition of this instrument is such that the said Board of County Commissioners will release said requirement as a matter of record.

IN WITNESS WHEREOF, the said ROY FRANK SYMES, JR. and MARY JOSEPHINE SYMES, his wife, and FLORENCE I. SYMES, widow, have hereunto set their hands and seals this 23d day of January, A.D. 1961.

Signed and Sealed in Presence of:

Roy Frank Symes (SEAL)
Roy Frank Symes, Jr.

Mary Josephine Symes (SEAL)
Mary Josephine Symes

Florence I. Symes (SEAL)
Florence I. Symes

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

Personally appeared before me, the undersigned authority, ROY FRANK SYMES, JR. and MARY JOSEPHINE SYMES, his wife, and FLORENCE I. SYMES, widow, who after first being duly sworn by me say on oath that they have read the foregoing instrument and that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal at Sanford, said County and State, this 23d day of January, A. D. 1961.

Notary Public, State of Florida

My Commission Expires: 5-11-62

RECORD VERIFIED
FILED
JAN 27 2 12 PM '61

0087967

This instrument prepared by:
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
BCC Records - Sandy McCann
1101 E. First Street
Sanford, FL 32771

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 27Th day of March, 2007, by and between **MONTY WHITE and NANCY WHITE,** husband and wife, whose address is 209 Lake Blvd., Sanford, FL 32773, hereinafter referred to as the "GRANTORS," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "GRANTEE".

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTORS have granted and conveyed unto said GRANTEE and its successors and assigns, an exclusive easement and right-of-way for drainage purposes including the right to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, an underground drainage system consisting of pipes and ditches, together with appurtenant drainage structures for the purpose of conveying storm water over, across, through and under land hereinafter described situate in the County of Seminole, State of Florida, to-wit:

> THE WEST 30.00 FEET OF LOTS 2, 3, AND 4, SYMES LOCH ARBOR, AS RECORDED IN PLAT BOOK 13, PAGE 82 OF THE PUBLIC RECORDS, SEMINOLE COUNTY, FLORIDA [As depicted on Sketch of Description, attached hereto and incorporated herein by reference as Exhibit A.] Calculated area containing 11,116 square feet, more or less.

The rights granted herein are subject to the requirement that GRANTEE shall be responsible for ensuring that any excavations performed within said easement area shall be performed in such a manner as to protect persons and property from harm or damage, and that upon completion of any necessary work within such excavation, the area shall

EXHIBIT G

be refilled, covered and resodded at a level comparable to the condition before the excavation was undertaken. The GRANTEE, as further consideration for this grant of easement, to the extent and within the limits specified by § 768.28, Florida Statutes, shall assume all public liability or other responsibility for the construction, maintenance and operation of said drainage system, including appurtenant structures, at all times and the GRANTORS shall be held harmless therefrom.

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its successors and assigns forever; said easement being for the purpose of permitting drainage of land which adjoins the above described land.

GRANTEE herein and its successors and assigns shall have the right to clear, keep clear and remove from said right-of-way all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation, or maintenance of the drainage system or any structures installed thereon by the GRANTEE or its successors, and the GRANTORS or their successors, agree not to build, construct or create, or permit others to build, construct or create, any buildings or other structures on said right-of-way that may interfere with the location, excavation, operation, or maintenance of the drainage or any structures installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the GRANTORS or their successors recognize and consent to the right of the GRANTEE to remove the fence or other structure from the easement area without compensation or reimbursement to the GRANTORS or their successors if the fence or other structure is deemed to impede the purpose or utility of the easement.

GRANTORS do hereby covenant with said GRANTEE, that they are lawfully seized and possessed of the real estate above described; that they have a good and lawful right to convey the said easement and right-of-way and that it is free from all encumbrances.

This easement is given subject to the express understanding that no part of the cost of construction of the ditch and drainage system shall be assessed against the lands of the GRANTORS, and in the event of any such assessment, the easement granted herein shall cease and terminate and GRANTORS may reenter upon said lands free of such easement.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals, the day and first above written.

[ATTESTATION ON PAGE 3]

WITNESSES:

Lori K
SIGNATURE
Lori Kennedy
PRINT NAME
Debra R Edge
SIGNATURE
Debra R. Edge
PRINT NAME

Lori K
SIGNATURE
Lori Kennedy
PRINT NAME
Debra R Edge
SIGNATURE
Debra R. Edge
PRINT NAME

GRANTORS

By: monty white
MONTY WHITE

Date: 3/27/07

By: Nancy J White
NANCY WHITE

Date: 3/27/07

STATE OF FLORIDA]
]
COUNTY OF SEMINOLE]

The foregoing instrument was acknowledged before me this 27th day of March, 2007, by Monty White and Nancy J. White, who are personally known to me or who have produced FDLs as identification and who did take an oath.

for Monty White & Nancy White

Debra R Edge
Print Name Debra R. Edge
Notary Public in and for the County and State Aforementioned

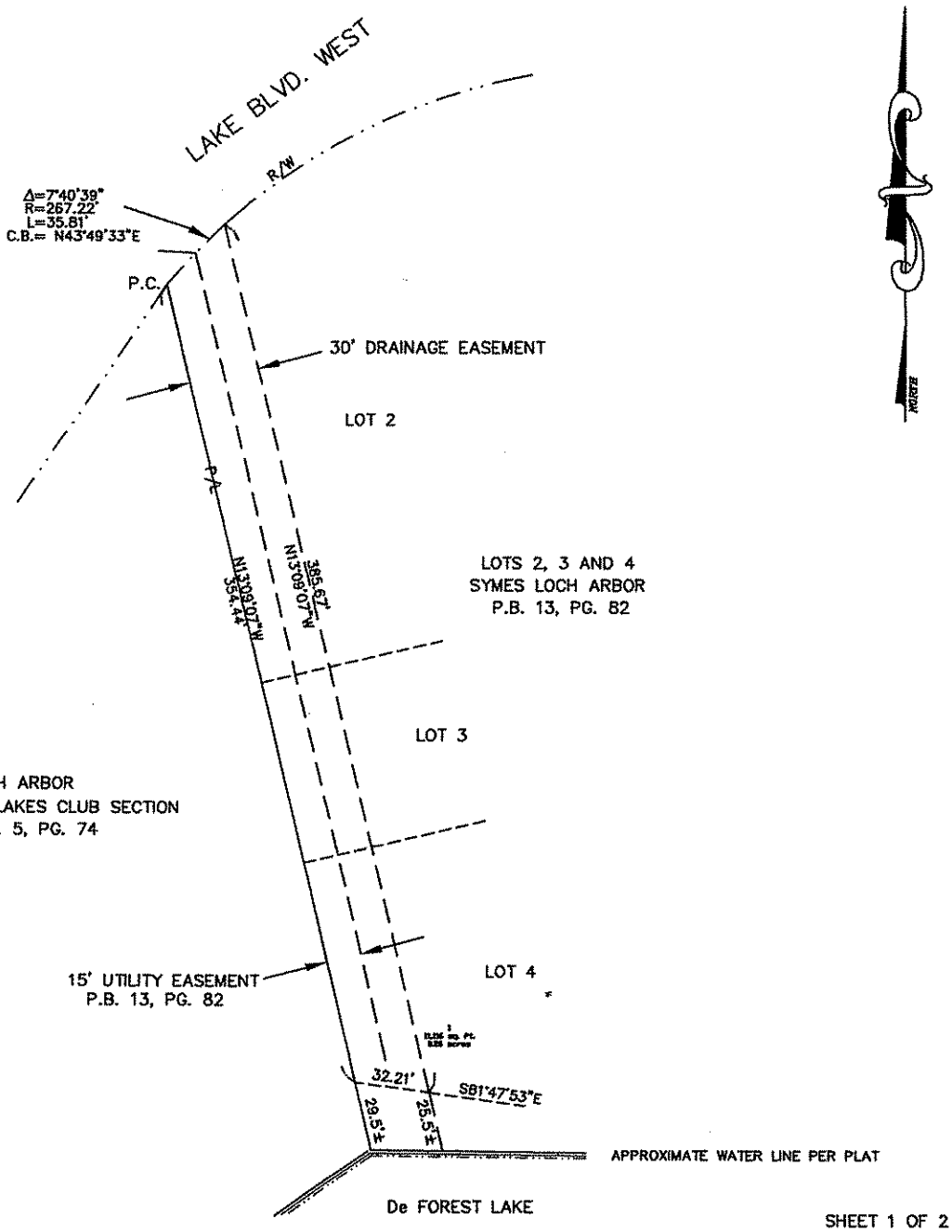
My commission expires:

DEBRA R EDGE
Comm# DD0384095
Expires 5/4/2009
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Attachment:
Exhibit A - Sketch of Description

SED/lpk
2/16/06
P:\Users\lkennedy\My Documents\Public Works\draingage easement-White.doc

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 Leise

GARY A. LEISE P.L.S. FLA. CERT.# 4723

LEGEND

Δ 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
O 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 TERMANATION	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: 10/03/06	SCALE: 1"=60'
DATE: 10/11/06	DRAWN BY: L.W.
JOB NAME: 06-073	CHECKED BY:

LEGAL DESCRIPTION

DRAINAGE EASEMENT

THE WEST 30.00 FEET OF LOTS 2, 3, AND 4, SYMES LOCH ARBOR, AS RECORDED IN PLAT BOOK 13, PAGE 82, OF THE PUBLIC RECORDS, SEMINOLE COUNTY, FLORIDA.

CALCULATED AERA CONTAINING 11,116 SQUARE FEET MORE OR LESS.

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 EAST LINE OF LOCH ARBOR CRYSTAL LAKES CLUB SECTION AS BEING N13°09'07"W

REVISIONS

	DATE	BY	REVISIONS	REQUESTED BY:
1				
2				
3				
4				

JOB NAME: 06-073	FIELD DATE: 10/03/06	DATE: 10/11/06	SCALE: 1"=60'	DRAWN BY: L.W.	CHECKED BY:

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #07-62 - Mid-Year Budget Amendment FY 2006/07.

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lisa Spriggs **EXT:** 7172

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the FY 2006/07 Mid-Year Budget Amendment Resolution.

County-wide

Lisa Spriggs

BACKGROUND:
The "Mid-year Budget Process" is a comprehensive review of the County's budget. The proposed amendment to the County's fiscal year 2006/07 budget falls into five main categories:

- Beginning Fund Balance Adjustment to Actual: This constitutes a true-up of each fund's budgetary beginning fund balance to actual results (or ending fund balance) per the County's Comprehensive Annual Financial Report for the fiscal year ended September 30, 2006.
- Budgetary Ending Fund Balance/Reserves: The budgetary ending reserves of each fund are adjusted as a result of the beginning fund balance adjustment, changes in funding sources, appropriations and other adjustments detailed in the other sections. Accounting and operating adjustments have no impact on budgetary reserves.
- Changes in Funding Sources: This section addresses adjustments required to revenue inclusive of final budgetary true up of carry forward balances of grants.
- Appropriations and Other Adjustments: This section addresses the need for additional funds for an item that is currently budgeted, anticipated overages requiring the use of reserve funds, and additional funding requests. Additionally, other adjustments are proposed to remove or adjust funded items.
- Accounting and Operational Adjustments: Accounting adjustments constitute situations whereby the item is currently budgeted, but the budget is in the incorrect account line-item and budget management is necessitated. Operating adjustments include transfers to cover anticipated or current line-item overages based on review of estimated actual, with available balances from other operating line-items within the same department.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute the FY 2006/07 Mid-Year Budget Amendment Resolution.

ATTACHMENTS:

1. FY 2006/07 Resolution Mid-Year May 8 2007

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

R E S O L U T I O N

THE FOLLOWING RESOLUTION AMENDING RESOLUTION No. **2006-R-218** FOR FISCAL YEAR 2006/07 BASED ON THE BUDGET ESTIMATE OF REVENUES AND EXPENDITURES FOR THE COUNTY OF SEMINOLE WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF MAY 8, 2007.

WHEREAS, the proposed budget for Fiscal Year 2006/07 was adopted at a public hearing held by the Board of County commissioners of Seminole County as the governing body of Seminole County, and

WHEREAS, on September 26, 2006 the Board of County Commissioners passed Resolution No. 2006-R-218 making appropriations for the Fiscal Year 2006/07 based on the budget estimate of revenues and expenditures for the County of Seminole, and

WHEREAS, certain revenue and expenditure adjustments are necessary to recognize actual fund balance revenues and adjust operating and capital expenditures accordingly.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida:

SECTION I

That the Seminole County budget for Fiscal Year 2006/07, adopted by Resolution No. 2006-R-218, be amended by the following Schedule of Adjustments:

Fund	Fund Description	Current Budget	Total Adjustments	Adjusted Budget
General Fund and Subfunds				
00100	General Fund	274,098,808	1,255,532	275,354,340
00107	FAC Commercial Paper Fund (Close 9/30/05)	-	-	-
00110	Adult Drug Court Grant	26,766	6,667	33,433
12300	Alcohol / Drug Abuse	108,848	(380)	108,468
12302	Teen Court	390,500	-	390,500
12401	Court Facilities Fees: County (Close 9/30/05)	-	-	-
12402	Court Facilities Fees: Circuit (Close 9/30/05)	-	-	-
12901	Civil Mediation: County	185,975	6,089	192,064
12902	Civil Mediation: Circuit	240,000	6,445	246,445
12903	Family Mediation	190,000	7,334	197,334
13000	Stormwater	17,740,639	583,389	18,324,028
13100	Economic Development	2,278,622	347,849	2,626,471
60301	BOCC Agency	-	-	-
60302	Public Safety	40,655	119,038	159,693
60303	Libraries	175,963	161,135	337,098
60304	Animal Control	41,101	19,379	60,480
60305	Historical Commission	22,303	949	23,252
60307	4 H Counsel / Cooperative Extension	-	-	-
	Total General Fund	295,540,180	2,513,426	298,053,606
Special Revenue Funds				
10101	Transportation Trust	35,275,075	3,888,063	39,163,138
10102	Ninth Cent Gas Tax	5,190,908	142,813	5,333,721
	Total Transportation Trust	40,465,983	4,030,876	44,496,859
10400	Development Review	10,022,346	(180,077)	9,842,269
11000	Tourist Development	5,097,118	790,237	5,887,355
11200	Fire Protection	65,747,102	(1,097,259)	64,649,843
11400	Article V Technology	2,807,851	300,172	3,108,023
11500	Infrastructure Sales Tax: 1991	194,559,661	(9,988)	194,549,673
11541	Infrastructure Sales Tax: 2001	137,999,319	4,714,887	142,714,206
	Total Infrastructure Sales Tax	332,558,980	4,704,899	337,263,879
11800	EMS Trust	209,017	176,336	385,353
00101	Police Education	330,388	8,660	339,048
00102	Tank Inspections	305,282	5,801	311,083
00103	Natural Lands Endowment	925,384	252,123	1,177,507
00104	Boating Improvements	277,718	211,949	489,667
00106	Petroleum Clean-up	889,904	(149,473)	740,431
11900	County Grants (Close 9/30/05)	-	-	-

Fund	Fund Description	Current Budget	Total Adjustments	Adjusted Budget
11901	CDBG	6,156,197	(5,339)	6,150,858
11902	HOME	3,874,414	16,678	3,891,092
11903	Drug Abuse	63,837	-	63,837
11904	Emergency Shelter	105,252	-	105,252
11905	CSBG	234,657	-	234,657
11907	Hazardous Mitigation-Wind Grant	867,000	-	867,000
11908	Disaster Preparedness	102,959	40,340	143,299
11910	EMS Matching	-	-	-
11911	Hurricane Housing & Recovery	1,980,983	32,161	2,013,144
11912	Public Safety Grants (State)	645,187	-	645,187
11913	Public Safety Grants (Other)	-	-	-
11914	FRDAP Grants	200,000	-	200,000
11915	Public Safety Grants (Federal)	299,156	-	299,156
11916	Public Works Grants (State)	4,381,366	(15,389)	4,365,977
11917	Library & Leisure Grants (Federal)	99,308	7,000	106,308
11918	Planning & Development Grants (State)	18,682	-	18,682
11919	Shelter Plus Care	730,960	-	730,960
	Total Grants	22,488,634	404,511	22,893,145
12005	SHIP: FY04/05	1,467,624	(504,763)	962,861
12006	SHIP: FY05/06	5,864,741	(9,685)	5,855,056
12007	SHIP: FY06/07	3,812,446	340,886	4,153,332
	Total SHIP	11,144,811	(173,562)	10,971,249
12101	Law Enforcement: Local	-	-	-
12102	Law Enforcement: Justice	-	-	-
12103	Law Enforcement: Federal	-	-	-
	Total Law Enforcement Trust	-	-	-
12500	Emergency 911	2,909,407	638,027	3,547,434
12601	Arterial Impact Fee	(38,867,885)	710,568	(38,157,317)
12602	North Collector Impact Fee	3,796,821	280,755	4,077,576
12603	West Collector Impact Fee	(1,077,051)	495,811	(581,240)
12604	East Collector Impact Fee	3,410,128	71,490	3,481,618
12605	South Central Impact Fee	(4,495,067)	326,310	(4,168,757)
	Total Transportation Impact Fees	(37,233,054)	1,884,934	(35,348,120)
12801	Fire/Rescue Impact Fees	4,281,607	(70,917)	4,210,690
12802	Law Enforcement Impact Fees	-	-	-
12804	Library - Impact Fees	468,029	3,479	471,508
12805	Drainage - Impact Fees	-	-	-
	Total Development Impact Fees	4,749,636	(67,438)	4,682,198
13300	17/92 Redevelopment Agency	5,173,005	589,080	5,762,085
15000	MSBU: Streetlighting Districts	2,461,433	(26,457)	2,434,976
15100	MSBU: Residential Solid Waste	15,273,645	1,168,553	16,442,198

Fund	Fund Description	Current Budget	Total Adjustments	Adjusted Budget
16000	MSBU: Main	444,856	219,866	664,722
16001	MSBU: Oak Park/Belle Meade Wall	-	-	-
16002	MSBU: Charter Oaks/Tamarak Wall	-	-	-
16003	MSBU: Myrtle Lake Hills (Close to 16000)	-	-	-
16005	MSBU: Lake Mills Aquatic Weed	21,217	25,078	46,295
16006	MSBU: Lake Picket	68,066	2,628	70,694
16007	MSBU: Lake Armory Aquatic Weed	6,440	7,440	13,880
16010	MSBU: Cedar Ridge Landscape	38,737	2,741	41,478
16011	MSBU: Chula Vista (Close to 16000)	-	-	-
16013	MSBU: Howell Creek Aquatic Weed	6,709	2,480	9,189
16016	MSBU: Dixon Road (Close to 16000)	-	-	-
16017	MSBU: Genova Drive (Close to 16000)	-	-	-
16025	MSBU: Mirror Lake Aquatic Weed	-	32,000	32,000
16026	MSBU: Spring Lake Aquatic Weed	-	15,000	15,000
	Total MSBU Fund	586,025	307,233	893,258
Debt Service Funds				
21100	Limited G.O. Bonds 1996 (Close to 22100)	-	-	-
22100	Limited G.O. Bonds 2001/2005	4,891,735	253,705	5,145,440
	Total Limited G.O. Bonds	4,891,735	253,705	5,145,440
21400	Gas Tax Revenue Refunding Bonds 2002	1,249,111	72,918	1,322,029
21500	Gas Tax Revenue 1992A (Close to 21400)	-	-	-
21600	Gas Tax Revenue 1993 (Close to 21400)	-	-	-
	Total Gas Tax Revenue Bonds	1,249,111	72,918	1,322,029
21800	Sales Tax Revenue Bonds: 1996 (Close to 22500)	-	-	-
21900	Sales Tax Revenue Bonds: 1998 (Close to 22500)	-	-	-
22200	Sales Tax Revenue Bonds: 2001 (Close to 22500)	-	-	-
22500	Sales Tax Revenue Bonds: All Series	7,177,617	134,364	7,311,981
	Total Sales Tax Revenue Bonds	7,177,617	134,364	7,311,981
Capital Project Funds				
30600	Capital Projects/Infrastructure Improvements	225,000	9,096,529	9,321,529
31100	Natural Lands Projects	-	-	-
32100	Natural Lands/Trails Projects	17,600,850	932,556	18,533,406
32000	Jail Expansion Project (2005 Proceeds)	36,121,898	152,263	36,274,161

Fund	Fund Description	Current Budget	Total Adjustments	Adjusted Budget
32200	Courthouse Facilities Projects (2001 Proceeds)	3,428,206	41,096	3,469,302
Enterprise Funds				
40100	Water & Sewer: Operating	63,483,053	2,741,682	66,224,735
40101	Water & Sewer: Bond Reserve	10,551,481	1,306,144	11,857,625
40102	Water & Sewer: Connection Fees - Water	9,381,522	2,241,956	11,623,478
40103	Water & Sewer: Connection Fees - Sewer	23,014,295	10,347,292	33,361,587
40104	Water & Sewer: 1999 Debt Projects	-	1,496,604	1,496,604
40105	Water & Sewer Bonds, Series 20	168,673,930	-	168,673,930
	Total Water & Sewer	275,104,281	18,133,678	293,237,959
40201	Solid Waste: Operating	40,267,446	3,574,029	43,841,475
40202	Solid Waste: Waste Tire (Close to 40201)	-	-	-
40204	Solid Waste: Landfill Management Escrow	-	6,254,681	6,254,681
	Total Solid Waste	40,267,446	9,828,710	50,096,156
50100	Self Insurance	15,575,000	1,020,798	16,595,798
	Grand Total	**1,181,643,263**	**55,630,108**	**1,237,273,371**

SECTION II

That all Sections or parts of Sections of all Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

ADOPTED this 8th day of May, of 2007.

ATTEST:
COMMISSIONERS

BOARD OF COUNTY
SEMINOLE COUNTY, FLORIDA

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

By:_____
Carlton Henley, CHAIRMAN

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Legislative Update

DEPARTMENT: County Manager Office **DIVISION:**

AUTHORIZED BY: Cindy Coto **CONTACT:** Eizabeth Gaussart **EXT:** 7224

MOTION/RECOMMENDATION:
Staff is providing an update to the Board on legislative activities.

County-wide

April Boswell

Additionally Reviewed By:
No additional reviews