

**SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, MAY 20, 2008
COUNTY SERVICES BUILDING
BCC CHAMBERS – ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA**

Convene BCC Meeting at 9:30 A.M.

Opening Ceremonies

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

Awards and Presentations

1. **Resolution** – Congratulating the Water Conservation Section of the Seminole County Environmental Services Department for being recognized as the 2008 Florida Water Environment Association (FWEA) Public Education Award recipient in the Organization category.
2. **Resolution** – Recognizing Robert O. Maguire as “Seminole County Cultural Arts Council’s Artist of the Year 2008”.
3. **Resolution** – Recognizing Glenn Yakubchik for his thirty plus years of dedication and commitment to Seminole County Government and its citizens upon his retirement on June 20, 2008.
4. **Resolution** – Recognizing Sheriff Donald Eslinger as the recipient of the “2008 Leadership Legends Award”, and for his continued service and leadership to the citizens of Seminole County.

Consent Agenda

County Manager’s Consent Agenda (Items No. 5 - 32)

County Manager Office

5. (Resolution to be presented outside the Board of County Commissioner's meeting) Adopt a Resolution proclaiming the week of June 2nd through June 6th, 2008 as "Code Enforcement Officers' Appreciation Week".
(Deborah Leigh)
6. Adopt a Resolution amending sections of the Seminole County Administrative Code to transfer the Museum of Seminole County History from Library Services to Leisure Services. (Sabrina O’Bryan)

Administrative Services

Purchasing and Contracts

7. Approve Amendment #2 to PS-5124-02/BJC with PBS&J of Orlando, Florida, to extend the existing Agreement term by five (5) years, for land management of the Northwest Regional Wastewater Treatment Facility. (Ray Hooper)
8. Award CC-3191-08/JVP - Cross Seminole Trail South II in the amount of \$815,365.31 to Cathcart Contracting Company of Winter Springs, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary to construct approximately 1.8 miles of 14-foot wide trail within FDOT SR 426 Road Right-of-Way from Mikler Road to Red Bug Lake Road with emphasis on highly aesthetic, quality finished products. (Ray Hooper)
9. Approve the negotiated rates and award PS-2825-07/BHJ - Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements - Rangeline Road to CR 427 with Horizon Engineering Group, Orlando, Florida (\$600,000.00 Estimated Usage amount over the term of the Agreement). (Ray Hooper)
10. Award RFP-600367-08/GGM - Temporary Personnel Services for Information Technology Services Department to Cyberbest Technology, Inc., Orlando; Robert Half International, Orlando; and TEK Systems, Orlando. (Ray Hooper)

Community Services

Community Assistance

11. Authorize Community Development Office (CD Office) staff to publish the list of recommended funded activities for the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program, American Dream Downpayment Initiatives (ADDI) Program and Emergency Shelter Grants (ESG) Program. These activities, proposed to be funded under the 2008-2009 One-Year Action Plan of the 2005-2009 Five-Year Consolidated Plan, and require a 30-day public comment period prior to final approval by the Board in July 2008. (Buddy Balagia)

Economic Development

Tourism

12. Approve and authorize the Chairman to execute an agreement with Orlando-Cocoa ISA for the 2008 ISA Softball Championship Events in the amount of \$17,000.00. (Bill McDermott)

Environmental Services

Business Office

13. Approve the release of the original Water and Sewer Maintenance Bond in the amount of \$60,330.00 for the project known as Lake Jessup Woods. District 1 – Dallari (Bob Briggs)

Planning Engineering Inspections

14. Approve and authorize the Chairman to execute a Memorandum of Right-of-Way Consent Agreement and Right-of-Way Consent Agreement needed in conjunction with CIP Project "Consumer/Lake Hayes 24-Inch Water Transmission Main-Phase 2". District 1 – Dallari (Dennis Westrick)

Fiscal Services

Budget

15. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-57 through the Stormwater Fund in the amount of \$28,767.00 in order to recognize budgetarily the Cost Sharing Agreement with the St. Johns River Water Management District included in the Public Works portion of this meeting's Consent agenda. (Lin Polk)
16. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-58 through the General Fund and Fire Fund in the amount of \$5,396.00 to recognize additional funding and reallocate funding for training awarded by Workforce Central Florida. (Lin Polk)
17. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-62 through the General Fund in the amount of \$4,439,717.00 to recognize funds due for reimbursement of eligible costs of Hurricane Charley and to set aside the funds in a project account (2004 Hurricane Close-out) to cover repayment of any net deobligations (reductions) for all three storms based on the results of the Final Inspection process. (Lin Polk)
18. Approve and authorize the Chairman to execute the Budget Change Request (BCR) #08-22 through the 2001 Infrastructure Sales Tax Fund in the amount of \$125,000.00 in recognition of the cancellation of the Upsala Sidewalk project. (Lin Polk)
19. Approve and authorize the Chairman to execute Budget Change Request (BCR) #08-23 through the 2001 Infrastructure Sales Tax Fund in the amount of \$70,393 to provide additional funding for the Lockhart Smith Regional Stormwater Facility project. (Lin Polk)

MSBU

20. Approve the Resolution establishing the 2008 assessment rate for each MSBU for which the annual assessment rate varies per operating cost. (Kathy Moore)
21. Authorize the scheduling and advertising of a public hearing for the purpose of adopting the annual Non-Ad Valorem Assessment Roll to be held between June 1 and September 15, 2008. (Kathy Moore)

Leisure Services

Parks and Recreation

22. Approve and authorize the Chairman to execute a Facility Use Agreement with Red Raider Baseball for usage of Soldiers Creek baseball fields for summer baseball camps. District 2 – McLean (Joseph Abel)

Library Services

Museum

23. Approve and authorize the Chairman to execute an Agreement and Hold Harmless with the Celery City Cruisers to hold an Antique Car Show on the grounds of the Museum of Seminole County History on November 8, 2008. (Jane Peterson)

Planning and Development

Administration – Planning and Development

24. Approve the Satisfaction of Lien in the amount of \$5,050.00 for property located at 1109 First Drive, Sanford, owned by Wayne Cleveland, as approved by the Board of County Commissioners at the March 11, 2008 meeting. District 5 – Carey (Dori DeBord)

Development Review

25. Authorize the release of the Tradition at Alafaya Paving and Drainage Improvements Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$5,126.25 for the Tradition at Alafaya road improvements. District 1 – Dallari (Larry Poliner)
26. Authorize the release of the Wilson Park Subdivision Private Road Maintenance Agreement and Letter of Credit #P002862 in the amount of \$61,509.60 for the Wilson Park Subdivision road improvements. District 5 – Carey (Larry Poliner)
27. Authorize the release of the Rinehart Road Right-of-Way (ROW) - AmSouth Driveway Right-of-Way Utilization Permit Maintenance Bond #8154-89-19 in the amount of \$10,961.34 for the Rinehart Road ROW - AmSouth Driveway road improvements. District 5 – Carey (Larry Poliner)
28. Authorize the release of the Rinehart Road Right-of-Way (ROW) - David Maus Toyota Right-of-Way Utilization Permit Maintenance Bond #104675286 in the amount of \$7,406.96 for the Rinehart Road ROW - David Maus Toyota road improvements. District 5 – Carey (Larry Poliner)
29. Adopt and authorize the Chairman to execute a Resolution to vacate and abandon a portion of a platted utility easement on Lot 6, Block 12, Indian Hills, Unit 2, recorded in the Public Records of Seminole County, Florida in Plat Book 14, Page 80 in Section 20, Township 21 S, Range 30 E and further described as 2022 Collier Drive. (Diane Rice) District 4 – Henley (Brian Walker)

Planning

30. Approve the Satisfaction of Lien in the amount of \$625.00, Case No. 00-22-CEB, on 540 Pine Court, Altamonte Springs, Tax Parcel # 21-21-29-5CN-0000-0300, Bernice Penn and Murlene Penn, and authorize the Chairman to execute a Satisfaction of Lien. District 3 – Van Der Weide (Tina Williamson)

31. Approve the Satisfaction of Lien in the amount of \$12,150.00, Case No. 05-58-CEB, on 1030 Gregory Drive, Maitland, Tax Parcel # 24-21-29-507-0B00-0040, previously owned by Carolea Oliver and currently owned by Kelly De Rivero, and authorize the Chairman to execute a Satisfaction of Lien.
District 4 – Henley (Tina Williamson)

Public Works

Roads-Stormwater

32. Approve and authorize the Chairman to execute the Cost Share Agreement with St. Johns River Water Management District (SJRWMD) for storm event monitoring on Howell Creek. (Kim Ornberg)

County Attorney's Consent Agenda (Item No. 33 - 34) County Attorney's Office

Litigation

33. **Kohler/Lee Property** - Authorize the issuance of an Offer of Judgment for Parcel Numbers 112/712 and 113/713 of the County Road 15 road improvement project for the Defendants, Stephen G. Kohler, Douglas C. Lee, Turfmaster Lawn & Ornamental Care, Inc., and Control Pest Management, LLC, jointly and severally, in the amount of \$145,000.00 exclusive of statutory interest, attorney's fees and costs reimbursements. Also, authorize a \$25,000.00 counteroffer to Turfmaster's amended business claim in the amount of \$598,061.00. Judge Galluzzo. District 5 – Carey (Bob McMillan)
34. **Melvin H. Spivey Property** - Approval of a proposed negotiated settlement relating to Parcel Numbers 106/706 of the County Road 15 road improvement project. The proposed settlement is at the total sum of \$231,757.16 inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to these parcels. Judge Galluzzo. District 5 – Carey (Bob McMillan)

Constitutional Officers Consent Agenda (Item No. 35) Clerk's Office (Maryanne Morse, Clerk of the Court)

35. Approval of Expenditure Lists dated April 21 & 28, and May 5, 2008; Approval of Payroll List dated May 1, 2008; Approval of BCC Official Minutes dated April 22, 2008; Clerk's "Received and Filed" – for information only.

Regular Agenda

36. **Florida Department of Transportation Service Development Grant** - A resolution to provide matching funds to LYNX to initiate Link 103 (US 17-92 between Fern Park and Seminole Center) starting in FY 2009/2010 or FY 2010/2011.

37. **Active/Passive Buffer Setback** - Waivers to the Active/Passive Buffer Setback Design Standards for the Hindu Temple Quadraplex proposed on the south side of Lake Drive and east of Florida Avenue, in Section 10, Township 21 S, Range 30 E. (The Hindu Society of Central Florida) District 2 – McLean (Cynthia Sweet)

County Attorney's Briefing

County Manager's Briefing

38. **Budget Amendment Status Report FY 2007/08** - Informational briefing. No action required.

• Recess BCC Meeting until 1:30 P.M.

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

Public Hearings:

39. **Budget Amendment Resolution (BAR) #08-59** - FY 2007/08 Mid-Year Budget Amendment Resolution.
40. **Small Scale Land Use Amendment and Rezone** - From OFF (Office) and COM (Commercial) to PD (Planned Development) and rezone from OP (Office) to PCD (Planned Commercial Development), for approximately 1.198 acres located at the southwest corner of SR 436 and S. Hunt Club Blvd. (Andre Anderson) District 3 – Van Der Weide (Austin Watkins)
41. **Rezone** - From A-5 (Rural) to A-10 (Rural) for approximately 56.00 acres, located on the east side of Cattle Drive Trail, north of W. Osceola Rd. (Pauline M. Saucer) District 5 – Carey (Brian Walker)
42. **Rezone** - From R-1 (Single-Family Residential) to PUD (Planned Unit Development) on approximately 0.37 acres, located on the northeast corner of the intersection of Church Street and Elder Road. (Stephen Ferrando) District 5 – Carey (Ian Sikonia)

43. **Ordinance** - Rezone from A-1 (Agriculture) and R-1AA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling) on approximately 10.49 acres, located 500 feet east of the intersection of Marla Avenue and Adams Street. (Michael Towers) District 4 – Henley (Ian Sikonia)

44. **Right-of-Way Vacate** – Vacate and abandon that portion of the unimproved public Right-of-Way known as 6th Street as shown on the plats of Allen's First Addition to Washington Heights, and Off Broadway Industrial Park, and that portion of Avenue C, lying south of and contiguous to Lots 10 and 11, Block C; located south of CR 426, Oviedo, Florida; subject to the following condition:
 - a) Dedication of a utility easement agreement with the City of Oviedo over the existing utilities prior to recording of the resolution.
(Stillwaters Properties of Central Fla.) District 2 – McLean (Cynthia Sweet)

Legislative Update

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

Chairman's Report

District Commissioner's/Committee Reports

County Manager's Report

Items for future Agenda – Commission, Staff, or Citizens

Adjourn BCC Meeting

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

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

Resolution No. 2008-R_____

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF MAY 20, 2008.

WHEREAS, Seminole County supports and encourages water conservation through various educational programs and special events to increase awareness about the importance of water conservation; and

WHEREAS, the Water Conservation Section of the Seminole County Environmental Services Department successfully demonstrates, through education, how citizens can help save Florida's precious water resources; and

WHEREAS, on April 11, 2008, the Water Conservation Section of the Seminole County Environmental Services Department was notified that it had been nominated for a Florida Water Environment Association (FWEA) Public Education Award in the organization category; and

WHEREAS, on May 6, 2008, at the statewide Florida Water Conference for Outstanding Excellence in Public Education, the Water Conservation Section of the Seminole County Environmental Services Department was awarded the **2008 Florida Water Environment Association (FWEA) Public Education Award in the Organization category.**

NOW, THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Seminole County, Florida does hereby congratulate the Water Conservation Section of the Seminole County Environmental Services Department for being recognized for its outstanding Public Education Program and being the recipient of this important award.

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

ADOPTED this 20th day of May, 2008 A.D.

ATTEST:

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

Brenda Carey, Chairman
Board of County Commissioners

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 20th DAY OF MAY, 2008.

WHEREAS, the Seminole Cultural Arts Council, Inc. and the Seminole County Board of County Commissioners recognize the important role the arts play in our Community, and recognize local artist, Robert O. Maguire, Jr. who has contributed greatly to the performing arts through his influence on many young musicians in Seminole County; and

WHEREAS, Robert O. Maguire's musical talent has taken him from Takhli, Thailand, where he performed in a Christmas Show with Bob Hope during his military service, to Sanford, Florida, where he served as the Seminole High School Choral Director and Jazz Band Director for more than twenty-five years; and

WHEREAS, Robert O. Maguire has directed many musical productions, including *The Messiah*, *Li'l Abner*, *You're a Good Man Charlie Brown*, *Jesus Christ Superstar*, *Brigadoon*, *The Unsinkable Molly Brown*, *Man of La Mancha*, *Calamity Jane*, *Once Upon a Mattress* and *Guys and Dolls*; and

WHEREAS, some of Mr. Maguire's musical successes include directing the Cast Choir for Walt Disney World's Annual Candlelight Service in 1979; directing the Seminole High School Band/Jazz Band in achieving First Place in the Gator Bowl Competition from 1982 through 1987; and

WHEREAS, some of Mr. Maguire's personal achievements include his induction into Kappa Delta Pi, Honor Society in Education in 1978; being the recipient of the Principal's Award for Outstanding Teacher of the Year in 1978; being awarded the Sanford Jaycees' Outstanding Educator of the Year in 1980; and being awarded the Greater Seminole County Chamber of Commerce' Teacher of the Year in 1990.

NOW, THEREFORE BE IT RESOLVED, the Seminole County Board of County Commissioners wishes to commend Robert O. Maguire for his accomplishments and efforts to promote the performing arts throughout Seminole County and Central Florida.

BE IT FURTHER RESOLVED that this Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court in and for the County of Seminole and presented to Robert O. Maguire with congratulations and best wishes upon his selection as Seminole County's "**Artist of the Year 2008**".

ADOPTED, this 20th day of May, A.D., 2008.

ATTEST:

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

Brenda Carey, Chairman
Board of County Commissioners

RESOLUTION NO. 2008-R-_____

**THE FOLLOWING RESOLUTION WAS ADOPTED
AT THE REGULAR MEETING OF THE BOARD OF
COUNTY COMMISSIONERS OF SEMINOLE COUNTY,
FLORIDA ON THE 20th DAY OF MAY, A.D., 2008**

WHEREAS, Glenn Yakubchik, a Senior Signal Technician in the Traffic Engineering Division of the Public Works Department, began his employment with Seminole County on October 10, 1977; and

WHEREAS, Glenn Yakubchik began his career with Seminole County in the Sign Shop and later transferred to the Signal Maintenance Repair Section, where his job duties consist of signal construction, maintenance/repair inspection and infrastructure locates for Traffic Engineering; and has successfully delivered those services during a period of significant growth in signal technology and operation. There were approximately sixty (60) traffic signals in the system in 1977; today approximately three hundred fifty (350) traffic signals are maintained; and

WHEREAS, Glenn Yakubchik will retire on June 20, 2008, after thirty years and eight months of employment with Seminole County; and

WHEREAS, the Board of County Commissioners of Seminole County wishes to express its appreciation to **Glenn Yakubchik** on behalf of the staff and citizens of Seminole County for his dedicated service.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County, Florida, acknowledges with appreciation the service provided to Seminole County by **Glenn Yakubchik** and commends him for his dedication and commitment to the job.

BE IT FURTHER RESOLVED that this Retirement Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court in and for Seminole County, Florida, and presented to **Glenn Yakubchik**, along with our sincere best wishes in his retirement.

ADOPTED this 20th day of May 2008.

ATTEST:

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

Brenda Carey, Chairman
Board of County Commissioners

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 20TH DAY OF MAY, A.D. 2008

WHEREAS, Don Eslinger, born in 1957 in Detroit, Michigan has served the citizens of Seminole County for thirty years and as a community leader, beginning his service as a Radio Dispatcher in 1978 for the Seminole County Sheriff's Office; and

WHEARAS, Don Eslinger received his Bachelor's Degree in Applied Behavioral Sciences from National Louis University, is a graduate of the Federal Bureau of Investigation National Academy, Quantico, Virginia; and

WHEARAS, He attended the Florida Department of Law Enforcement Chief Executive Institute, Tallahassee, Florida and the National Academy of Corrections – U.S. Department of State and became Sheriff of Seminole County in 1992; and

WHEREAS, Sheriff Don Eslinger, as recognized by Leadership Seminole as the **2008 Leadership Legends Award** recipient at the Community Leadership Celebration, May 16, 2008; and

WHEREAS, He has been awarded this honor as he has demonstrated solid character traits, leadership, and vision in making Seminole County a better place to live, work and raise a family; and

WHEREAS, He has a proven and envied list of accomplishments that serve to inspire future and current leaders both as a founder and participant in programs; and

WHEREAS, Those community programs include and are not limited to: Envision of Seminole, Kids House, Central Florida Boy Scouts of America, Keep Seminole Beautiful, Safe House of Seminole; and

WHEREAS, He joins the other recipients of this prestigious award: Jeno Paulucci, E. Everette Huskey, Dr. Earl Weldon, Helen Stairs, Dr. Paul J. Hagerty, Sally A. Sherman, Art Grindle, Honorable Dede Schaffner and Bill Poe.

NOW, THEREFORE BE IN RESOLVED, that the Board of County Commissioners wishes to express its appreciation on behalf of the citizens of Seminole County, Florida to Sheriff Don Eslinger for his dedication to community service and his leadership

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

ADOPTED, this 20th day of May, A.D., 2008.

* * * * *

ATTEST:

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

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

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Resolution - Code Enforcement Officers' Appreciation Week - June 2nd through June 6th

DEPARTMENT: County Manager Office

DIVISION:

AUTHORIZED BY: Cindy Coto

CONTACT: Penny Fleming

EXT: 6979

MOTION/RECOMMENDATION:

(Resolution to be presented outside the Board of County Commissioners meeting) Adopt a Resolution proclaiming the week of June 2nd through June 6th, 2008 as "Code Enforcement Officers' Appreciation Week".

County-wide

Deborah Leigh

BACKGROUND:

Resolution attached.

STAFF RECOMMENDATION:

Staff recommends the adoption of a Resolution proclaiming the week of June 2nd through June 6th, 2008 as "Code Enforcement Officers' Appreciation Week".

ATTACHMENTS:

1. Resolution - Code Enforcement Officers' Appreciation Week

Additionally Reviewed By: No additional reviews

RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED
AT THE REGULAR MEETING OF THE BOARD OF
COUNTY COMMISSIONERS OF SEMINOLE
COUNTY, FLORIDA, ON THE 20TH DAY OF MAY,
A.D., 2008**

WHEREAS, Code Enforcement Officers provide for the safety, health and welfare of the citizens in this community through the enforcement of building, zoning, animal control, environmental and other codes and ordinances; and

WHEREAS, Code Enforcement Officers through the performance of their duties provide for a safe environment and improved quality of life, in cooperation with police, fire, and emergency medical services; and

WHEREAS, daily assisted by support and program staff, they provide quality customer service to the public to improve the quality of life in the community; and

WHEREAS, due to their efforts and expertise, code compliance is accomplished by working with the resources available and the communities in Seminole County; and

WHEREAS, Code Enforcement Officers are dedicated, committed, highly responsible professionals representing their department and the local government with which they serve; and

WHEREAS, the Florida Association of Code Enforcement (F.A.C.E.) has declared the first week of June be set aside by local government to honor and recognize their Code Enforcement Officers;

NOW, THEREFORE, BE IT RESOLVED, that we, the members of the Board of County Commissioners of Seminole County, Florida, in grateful appreciation of services on behalf of the community, do hereby proclaim the week of June 2nd through June 6th, 2008, as

“CODE ENFORCEMENT OFFICERS’ APPRECIATION WEEK”

BE IT FURTHER RESOLVED, that in accordance with the statewide observance we encourage citizens of Seminole County to join this Commission in expressing appreciation for the dedication and outstanding service provided by the individuals who serve as our Code Enforcement Officers.

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

ADOPTED this 20TH day of May, A.D. 2008

ATTEST:

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

Brenda Carey, Chairman
Board of County Commissioners

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amend sections of the Seminole County Administrative Code to transfer the Museum of Seminole County History from Library Services to Leisure Services.

DEPARTMENT: County Manager Office

DIVISION:

AUTHORIZED BY: Cindy Coto

CONTACT: Sabrina O'Bryan

EXT: 7224

MOTION/RECOMMENDATION:

Adopt a Resolution amending sections of the Seminole County Administrative Code to transfer the Museum of Seminole County History from Library Services to Leisure Services.

County-wide

Sabrina O'Bryan

BACKGROUND:

Staff has determined the most efficient way to operate the Museum is to transfer the oversight to the Leisure Services Department. This change in oversight requires amendments to various sections of the Administrative Code including 1.5 Organization, 20.30 Library Services Schedule, 20.35 Leisure Services Schedule, 28.15 Designation of Public parks and 29.10 Facilities Use.

STAFF RECOMMENDATION:

Staff recommends the Board adopt a resolution amending sections of the Administrative Code to reflect the transfer of the Museum from Library Services to Leisure Services.

ATTACHMENTS:

- 1. Resolution

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

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

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

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

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

WHEREAS, the Board of County Commissioners desires to amend sections of the Seminole County Administrative Code to transfer the Museum of Seminole County History from Library Services to Leisure Services,

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

The Seminole County Administrative Code is hereby amended by revisions, additions, and deletions to Sections 1.5, "Organization", 20.30, "Library Services Schedule", 20.35, "Leisure Services Schedule", Section 28.15, "Designation of Public Parks", and 29.10, "Facilities Use", as more particularly described in the attachments.

ADOPTED this _____ day of _____, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

Attachments:

- Section 1.5 - "Organization"
- Section 20.30 - "Library Services Schedule"
- Section 20.35 - "Leisure Services Schedule"
- Section 28.15 - "Designation of Public Parks"
- Section 29.10 - "Facilities Use"

Not for Execution



SECTION 1. ORGANIZATION

1.5 ORGANIZATION

A. The organization and management structure for Seminole County government is as follows:

(1) **COUNTY ATTORNEY** - The County Attorney is the chief legal counsel to the County and is the head of the County Attorney's Office. The County Attorney serves under the supervision of the Board of County Commissioners.

(2) **COUNTY MANAGER** - The County Manager shall be the chief executive officer of the County and is responsible for departments reflected herein. The County Manager serves at the pleasure of the Board of County Commissioners and shall be responsible to the Board of County Commissioners for the performance of such duties as prescribed by the Seminole County Home Rule Charter, County ordinances, direction from the Board of County Commissioners and the laws of the State of Florida.

(a) **COUNTY MANAGER'S OFFICE** - The County Manager's Office shall be responsible for the supervision, direction and control of the Commission Office and all County Departments.

(b) **ADMINISTRATIVE SERVICES** - The Department of Administrative Services shall be under the direct supervision of the Administrative Services Director. The Department of Administrative Services shall include, but not be limited to, the functions of facilities maintenance, fleet services, risk management, safety, support services, property management and property acquisition, construction management, purchasing and records management.

(c) **COMMUNITY INFORMATION** - the Department of Community Information is under the direct supervision of the Community Information Director. The Department's mission shall include, but not be limited to, the dissemination of public information through such means necessary including Seminole Government TV, coordination of press releases, production of informational brochures and flyers and other promotional outlets. The Department shall also be responsible for telecommunication franchising and be responsible for all public records requests that cannot be handled immediately by the department to whom the request is made.

(d) **COMMUNITY SERVICES** - The Department of Community Services is under the direct supervision of the Community Services Director. The Department of Community Services shall include, but not be limited to, the functions of probation, prosecution alternatives for youth (PAY), adult pre-trial diversion, veterans services, community assistance, Federal and State Housing and Community Development Programs, and cooperative extension services.



(e) **ENVIRONMENTAL SERVICES** - The Department of Environmental Services is under the direct supervision of the Environmental Services Director. The Department of Environmental Services shall include, but not be limited to, the functions of water and sewer and solid waste.

(f) **ECONOMIC DEVELOPMENT** - The Economic Development Department is under the direct supervision of the Economic Development Director. The Department of Economic Development shall include, but not be limited to, the function of economic development such as recruitment and retention of desirable businesses and industries to enhance the economy of the County, and promoting Seminole County as a destination of choice (tourism).

(g) **FISCAL SERVICES** - The Department of Fiscal Services shall be under the direct supervision of the Fiscal Services Director. The Department of Fiscal Services shall include, but not be limited to, the functions of budget, municipal service benefit unit (MSBU's), and management services.

(h) **HUMAN RESOURCES** - The Human Resources Department shall be under the direct supervision of the Human Resources Director. The Department of Human Resources shall include, but not be limited to, the functions of personnel, and employee benefits.

(i) **INFORMATION TECHNOLOGY SERVICES** - The Department of Information Technology Services is under the direct supervision of the Information Technology Services Director. The Department of Information Technology Services shall include, but not be limited to, the functions of computer services management, telecommunications radio maintenance, imaging, GIS, Web development and consolidation of SCINet.

(j) **LEISURE SERVICES** - The Department of Leisure Services is under the direct supervision of the Leisure Services Director. The Department of Leisure Services shall include, but not be limited to, the functions of parks and recreation, maintaining the museum activity, median maintenance, Trails Maintenance and Natural Lands.

(k) **LIBRARY SERVICES** - The Department of Library Services is under the direct supervision of the Library Services Director. The Department of Library Services shall include, but not be limited to, the functions of libraries, ~~maintaining the museum activity~~, and Arts in Public Places.

(l) **PLANNING AND DEVELOPMENT** - The Department of Planning and Development shall be under the direct supervision of the Planning and Development Director. The Department of Planning and Development shall include, but not be limited to, the functions of issuance of permits and inspections, comprehensive planning, zoning, code enforcement, addressing, and development review.



(m) **PUBLIC SAFETY** - The Department of Public Safety is under the direct supervision of the Public Safety Director. The Department of Public Safety shall include, but not be limited to, the functions of animal control, emergency management, emergency medical services, and fire suppression/rescue.

(n) **PUBLIC WORKS** - The Department of Public Works is under the direct supervision of the Public Works Director. The Department of Public Works shall include, but not be limited to, the functions of engineering, roads, stormwater and traffic engineering.

B. AUTHORITY. Approved by BCC September 23, 2003
Resolution 2005-R-172 adopted September 27, 2005
Resolution 2007-R-42 adopted March 13, 2007
Resolution 2007-R-217 adopted December 11, 2007
Resolution 2008-R-55 adopted February 12, 2008

SECTION 20. FEE RESOLUTIONS

20.30 LIBRARY SERVICES SCHEDULE

A. PURPOSE. To establish a fee schedule for the Library System in the day-to-day operations.

B. LIBRARY SERVICES FEE SCHEDULE

(1) LIBRARY CARDS

(a) Issuance of library card:

- (i) Seminole County residents or property owners No Charge
- (ii) Seminole County Governmental employees and all children attending public schools in Seminole County, regardless of residency No Charge
- (iii) Non-Seminole County residents, per family, per year (excluding persons listed in b. above) 30.00
- (iv) Orange County Library District cardholders No Charge
- (v) Lake County Library System cardholders No Charge

(b) Replacement card 1.00

(2) OVERDUE MATERIAL

- (a) Books and recordings, per item, per day, 0.10
- Maximum fine for all days overdue, per item 5.00
- (b) State Library of Florida audiovisual materials 1.00
- (per item, per day)
- Maximum fine for all days overdue not to exceed replacement cost

Should illness or extenuating circumstance prevent return of items on time, no fines will be levied.

(3) DAMAGED MATERIAL

Charges for damaged material will be determined by the librarian in charge based on the amount of damage. All damaged materials remain the property of Seminole County, regardless of the amount charged for damage.

(4) LOST MATERIAL

(a) Non refundable processing fee 5.00

Plus:

(b) When replacement value is known: replacement cost

- (c) When replacement value is not known:
 - (i) Adult books 20.00
 - (ii) Children's books..... 15.00
 - (iii) Audiocassettes..... 15.00
 - (iv) Uncataloged paperbacks Donation of any paperback

(5) INTERLIBRARY LOAN FEES

All fees charged by lending libraries and/or other materials lending services will be charged to the requesting customer.

(6) COPIES MADE ON COIN OPERATED EQUIPMENT

Per copy 0.10

(7) SALE OF COMPUTER DISKS

Per disk..... 1.00

~~**C. HISTORICAL MUSEUM FEE SCHEDULE**~~

~~**(1) COPIES MADE FOR PUBLIC**~~

~~Per copy 0.10~~

D.C. AUTHORITY. Resolution 2007-R-42 adopted March 13, 2007
 Resolution 04-R-220 adopted December 14, 2004

SECTION 20. FEE RESOLUTIONS

20.35 LEISURE SERVICES SCHEDULE

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

B. PARKS AND RECREATION FEE SCHEDULE ¹

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

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

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

(3) ATHLETIC FIELD AND ROLLER HOCKEY RINK RENTALS

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

(4) ADULT LEAGUES

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

(5) YOUTH GROUPS/LEAGUE PLAY

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

(6) CAMPING

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

(7) PAVILION RESERVATIONS:

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

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

(8) SPORTS TRAINING FACILITY

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

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

(9) NOT FOR PROFIT CAMP/PROGRAM RATES

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

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

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

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

(11) MIDWAY COMMUNITY CENTER RENTAL

Full Day 50.00 8 a.m. – 10 p.m.

(12) DAMAGE ASSESSMENT FEES

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

(13) CREDITS AND REFUNDS

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

(14) DEPOSITS

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

C. NATURAL LANDS SUMMER CAMP

- (1) Fee for camp
 (per student, Seminole County resident)..... \$135.00 per week
- (2) Fee for camp
 (per student, out-of-county resident) \$145.00 per week
- (3) Late Pickup (after 5:00 p.m.)..... \$ 5.00 per day
- (4) Early Drop Off (before 8:30 a.m.)..... \$ 5.00 per day

D. HISTORICAL MUSEUM FEE SCHEDULE

- (1) Copies Made for the Public
 Per Copy \$ 0.10



D.E. AUTHORITY.

Resolution 2007-R-42 adopted March 13, 2007
Resolution 2007-R-166 adopted September 11, 2007
Resolution 2008-R-98 adopted April 22, 2008

SECTION 28. LEISURE SERVICES

28.15 DESIGNATION OF PUBLIC PARKS AND SPECIAL USE OF THE MUSEUM OF SEMINOLE COUNTY HISTORY

A. The following park properties are hereby designated to be Public Parks as provided in Section 190.26 of the Seminole County Code:

- | | |
|--|-----------------------------|
| 1. Big Tree | 8. Lake Mills |
| 2. Bookertown | 9. Lake Monroe Wayside |
| 3. Cameron Wight | 10. Midway |
| 4. Central Florida Zoo
(except for that area
located within the
paid admission gates
of the Zoo) | 11. Mullet Lake |
| 5. C. S. Lee | 12. Red Bug Lake |
| 6. Greenwood Lakes | 13. Sanlando |
| 7. Lake Jesup | 14. Soldier's Creek |
| | 15. Spring Hammock Preserve |
| | 16. Sunland |
| | 17. Sylvan Lake |
| | 18. Winwood |

B. The legal descriptions for the above referenced parks are attached hereto as Composite Exhibit "A" and incorporated herein by this reference thereto as if fully set forth herein verbatim.

C. SPECIAL USE OF THE MUSEUM OF SEMINOLE COUNTY HISTORY

(1) The Museum building and its grounds may be utilized by the Seminole County Historical Society to host special events, including fundraisers. Any such events require the prior approval of the Library Services Director. Any sale of items at such events also require the prior approval of the Library Services Director.

(2) If specifically permitted by the Seminole County Manager, the Historical Society may serve food and beverages, including alcohol.

C.D. AUTHORITY. Resolution 2007-R-42 adopted March 13, 2007
Resolution 91-R-49 adopted February 26, 1991

EXHIBIT "A"

**SPRING HAMMOCK PRESERVE
(Big Tree Park and Soldier's Creek Park)**

1. Lot 40, (less right-of-way) and Lot 42, lying West of State Highway 17-92 (less right-of-way) of Spring Hammock, according to the plat thereof as recorded in Plat Book 2, Pages 3-5 of the Public Records of Seminole County, Florida.

This property is not the homestead property of the Grantor, nor contiguous to homestead property, as such homestead property is defined under Florida law.

2. SW 1/4 of the NW 1/4 of Section 26, Township 20 South, Range 30 East, Seminole County, Florida.

3. Lots 99, 100, 101, 102, Eureka Hammock, according to the Plat thereof recorded in Plat Book 1, Page 106, of the Public Records of Seminole County, Florida.

and

The NE 1/4 of the Lot 2, Section 26, Township 20 South, Range 30 East.

and

The East 1/2 of the NW 1/4, Section 26, Township 20 South, Range 30 East.

and

The South 1/2 of the NE 1/4 of the NE 1/4 (otherwise described as the South 1/2 of Government Lot 1, Section 26, Township 20 South, Range 30 East), and the West 1/2 of the NW 1/4 of the NE 1/4 (otherwise described as the West 1/2 of Government Lot 2, Section 26, Township 20 South, Range 30 East), and the SE 1/4 of the NW 1/4 of the NE 1/4 (otherwise described as the SE 1/4 of Government Lot 2, Section 26, Township 20 South, Range 30 East).

and

The SW 1/4 of the NE 1/4 (otherwise described as Government Lot 3, Section 26, Township 20 South, Range 30 East).

and

Government Lot 5, Section 26, Township 20 South, Range 30 East, less the South 30 acres of Lot 5, West of 1/4 line.

and



That part of the SE 1/4 of the NE 1/4 lying North of Lake Jesup (otherwise described as Government Lot 4, Section 26, Township 20 South, Range 30 East).

Acreage: 234.641

4. Lot 1, Ecco Park, according to the Plat thereof, as recorded in Plat Book 28, Page 36, of the Public Records of Seminole County, Florida.
 5. Lot 27 and 28, Spring Hammock, according to the Plat thereof, recorded in Plat Book 2 Pages 2, through 5 of the Public Records of Seminole County, Florida (less right-of-way of State Road No. 3).
 6. Lot 24, Spring Hammock Subdivision, according to the Plat thereof as recorded in Plat Book 2, at Page 3, of the Public Records of Seminole County, Florida, less a right-of-way for State Road 419.
 7. Lot 2, Ecco Park, according to the Plat thereof as recorded in Plat Book 28, Page 16, Public Records of Seminole County, Florida, and Lot 3, (less the West 160 feet) Ecco Park, according to the Plat thereof as recorded in Plat Book 28, Page 16, Public Records of Seminole County, Florida.
- Subject to easements as set forth on the Plat of Ecco Park, Plat Book 28, Page 16 Public Records of Seminole County, Florida.
8. Lot 26, Spring Hammock, according to the Plat thereof as recorded in Plat Book 2, Pages 2 through 5, of the Public Records of Seminole County, Florida.
 9. Lots 7 through 10, Shuman's Addition to Eureka Hammock, according to the Plat thereof as recorded in Plat Book 2, Page 53, Public Records of Seminole County, Florida, and the West 1/2 of the NW 1/4 of the NE 1/4 and the NE 1/4 of the NE 1/4 of Section 27, Township 20 South, Range 30 East, Seminole County, Florida.

BOOKERTOWN PARK

Park, Bookertown, according to the Plat thereof as recorded in Plat Book 4, Page 98, of the Public Records of Seminole County, Florida.

CAMERON WIGHT PARK

All that part of Government Lot 1, Section 2, Township 20 South, Range 31 East, Seminole County, Florida lying and being North of the North Right-of-Way line of new State Road No. 46, and South of the South Right-of-Way line of old State Road No. 46, (Geneva Avenue), cont'y 2 Acres M/L for public park purposes.



CENTRAL FLORIDA ZOOLOGICAL SOCIETY, INC.

All of Lots 1, 16, 17, 18, 19, 20, 21, and 39, and Lots 38 and 40 lying North of ACL Railroad and part of Lots 41 and 60 North of ACL Railroad of St. Joseph's Subdivision as recorded in Plat Book 1, Page 114 of the Public Records of Seminole County, Florida lying in Sections 16, 21, and 22, Township 19 South, Range 30 East.

and

That part of Lot 37 of St. Joseph's Subdivision as recorded in Plat Book 1, Page 114 of the Public Records of Seminole County, Florida lying North of Railroad in Section 21, Township 19 South, Range 30 East.

C. S. LEE PARK

All that part of Section 32, Township 20 South, Range 33 East, West of the St. Johns River and North of State Highway No. 44:

Reserving, however, unto the said C. S. Lee all oil, gas and other minerals in, on and under said land, with the right of ingress and egress, and possession necessary for the purpose of mining, drilling and operating for said minerals.

GREENWOOD LAKES PARK

Commencing at the North 1/4 corner of Section 20, Township 20 South, Range 30 East, run South 00°43'55" West, a distance of 1,318.87 feet to the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 20; thence South 07°10'45" East along the West line of the Lake Mary High School property, a distance of 324.81 feet for POINT OF BEGINNING; thence continue South 07°10'45" East, a distance of 404.92 feet; thence South 70°29'56" East, a distance of 470.23 feet; thence South 00°08'43" West, a distance of 510.83 feet to a point on the North right-of-way line of Green Way Boulevard, as recorded in O.R. Book 1776, Page 1302, Public Records of Seminole County, Florida; thence North 89°51'15" West, along said curve, concave Southeasterly, having a central angle of 22°35'12" and a radius of 530.00 feet; thence run Southwesterly along the arc of said curve, a distance of 208.93 feet to the point of tangency; thence South 67°33'33" West, a distance of 115.51 feet to the point of curvature of a curve, concave Northwesterly, having a central angle of 27°42'41" and a radius of 470.00 feet; thence run Southwesterly along the arc of said curve, a distance of 227.32 to the point of tangency; thence North 84°43'46" West, a distance of 51.61 feet; thence departing said Northerly right-of-way line, run North 00°44'56" West, a distance of 734.02 feet; thence North 22°33'01" West, a distance of 188.48 feet; thence South 89°15'04" West, a distance of 60.00 feet; thence North 00°44'56" West, a



distance of 110.00 feet; thence North 27°41'39" East, a distance of 272.95 feet; thence North 89°15'04" East, a distance of 212.22 feet to the POINT OF BEGINNING.

LAKE JESUP PARK

1. Begin at the SW Corner of Section 19, Township 20 South, Range 31 East, run North along the West line of said Section 210 feet, thence East 500 feet, thence South 49°58'11" East 326.50 feet, thence South 51°20'25" West 320.15 feet, thence West 250 feet thence South 325 feet more or less to Lake Jesup, West along Lake Jesup 250 feet, North 525 feet more or less to point of beginning; LESS the West 50 feet for right-of-way of Sanford Avenue; Subject to an easement for right-of-way purposes beginning at a point 200 feet South and 50 feet East of the SW Corner of Section 19, Township 20 South, Range 31 East, run East 200 feet, South 66 feet, West 500 feet, North 66 feet to point of beginning; being part of Lot 137, Eureka Hammock, as recorded in Plat Book 1, page 106, of the Public Records of Seminole County, Florida, and of Gov. Lot 3, Section 30, Township 20 South, Range 31 East;

SUBJECT to existing restrictions and easements of records.

TO HAVE AND TO HOLD the same for use as a public park on Lake Jesup; provided, however, and this conveyance is on the express condition that said land shall not be permitted to be used for any purpose except as a public park and that an 18 foot wide paved public road will be constructed from Myrtle Street to the North line of Section 30, Township 20 South, Range 31 East, within one (1) year from date hereof, and should said County fail to construct said public paved road within one year or fail to use said land for a public park, or abandon its use as a public park, said land shall revert to and revert in said party of the first part, its successors and assigns.

2. West 33.5 feet of Lots 130 to 137, inclusive, of Eureka Hammock, according to plat thereof recorded in Plat Book 1, Page 106 in the office of the Clerk of the Circuit Court of Seminole County, Florida;

and

That part of Government Lot 3, Section 30, Township 20 South, Range 31 East lying within 50 feet of the West line of said Government Lot 3;

Subject to existing restrictions and easements of record.

To Have and To Hold forever for a public road right of way; Provided, however, this conveyance is on the express condition that, at no expense to party of the first part, there shall be constructed along said right of way, within one (1) year from date hereof, an 18 foot wide paved public road to the North line of said Section 30, and the existing barbed wire fence shall be moved back upon the party of the

first part's land along said right of way, and should said County fail to construct said paved road and move said fence within said time, said land shall revert and re-vest in said party of the first part, its successors and assigns.

LAKE MILLS PARK

Lots 1, 2 and 3 of Block 1 Revised Map of Chuluota, according to plat thereof recorded in Plat Book 2 Page 31 of the Public Records of Seminole County, Florida and vacated street and lands lying between said Lots 1, 2 and 3 and waters of Lake Mills.

and

Lot 3 of Block B all of Block H less 3, all of Block K, all of Block J less lots 5 and 7, all of Block O all of Block U and all of Block T revised Map of Chuluota, according to plat thereof recorded in Plat Book 2 Page 31, Public Records of Seminole County, Florida.

and

Lot 4 of Block B and Lot 3 of Block H all according to the Revised Map of Chuluota as recorded in Plat Book 2, Page 31 of the Public Records of Seminole County, Florida.

and

Lot 5 in Block J of Revised Map of Chuluota, in the southwest quarter of Section 28, Township 21, Range 32, according to plat thereof recorded in plat Book 2, Page 31, of the Public Records of Seminole County, Florida.

and

Lot 7 in Block J of revised map of Chuluota, in the southwest quarter of Section 28, Township 21, Range 32, according to plat thereof recorded in Plat Book 2, Page 31, of the Public Records of Seminole County, Florida.

LAKE MONROE WAYSIDE PARK

That portion of Highway 17-92 right-of-way lying in Seminole County, Section 16, Township 19 South, Range 30 East, bordering the St. Johns River on the North and Highway 17-92 on the West, known as Lake Monroe Wayside Park.



MIDWAY PARK

The North 250 feet of the South 275 feet of Lot 21, Block G, Dixie Terrace, First Addition, according to the plat thereof, a recorded in Plat Book 10, Page 29, of the Public Records of Seminole County, Florida.

MULLET LAKE PARK

Government Lot 6, Section 32, Township 19 South, Range 32 East, less the west 850 feet thereof.

RED BUG LAKE PARK

Parcel No. 1 - The Southeast 1/4 of the Northwest 1/4 of Section 23, Township 21 South, Range 30 East, less the South 33 feet for road.

and

Parcel No. 2 - The Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 23, Township 21, South, Range 30 East, less the South 33 feet for road.

SANLANDO PARK LEGAL DESCRIPTION

All that part of Sanlando springs Tract No. 49 as recorded in Plat Book 5, Page 16, Public Records of Seminole County, Florida, lying Easterly of the Seaboard Coast Line Railroad, LESS Lot 25 Block A, Lots 13, 18 and 19 Block B, and Lots 18 and 19 Block K.

and together with

Blocks A and B, Sanlando springs Tract No 53, according to the plat thereof as recorded in Plat. Book 5, Page 41 of the Public Records of Seminole County, Florida and all of Sanlando Springs Tract No. 52, according to the plat thereof as recorded in Plat Book 5, Page 34 of the Public Records of Seminole County, Florida lying East of Railroad, Less Lots 6 and 7, Block B.

SUNLAND PARK

All of Block C, and Lot 1, Block B, Sunland Estates, according to plat thereof, recorded in Plat Book 11, Page 16 to 22, Public Records of Seminole County, Florida.



SYLVAN LAKE PARK

The East 5/6 of the West 3/4 of the South 1/4 (less right-of-way for South Lake Sylvan Drive) and the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 26, Township 19 South, Range 29 East as recorded in the Seminole County Courthouse, Plat Book 1010, Page 1316 of the Public Records of Seminole County, Florida.

WINWOOD PARK

Park, Winwood, Lots 9, 10, 11, 12 and 13 of Block A of Plat Book 3, Page 18 of the Public Records of Seminole County, Florida.



SECTION 29. LIBRARY SERVICES

29.10 FACILITIES USE

A. LIBRARY SERVICES MEETING ROOM POLICY.

(1) There are meeting rooms available at all five (5) of the Seminole County Public Library System Branches. Meeting rooms may be reserved up to six (6) months in advance. No more than six (6) reservations may be made at one time. Additional meetings can be booked at the time the last meeting takes place.

(2) In order to reserve a meeting room, the applicants must be a Seminole County resident, at least eighteen (18) years of age and have a Seminole County Library card. Customers with a reciprocal borrowing library card, or a non-residential fee card are not eligible to book meeting rooms.

(3) In order to reserve a meeting room, the applicant must complete and sign an application form and receive confirmation of the reservation. The applicant's signature indicates their acceptance of responsibility for the condition of the room during their use. To take occupancy of a meeting room, the applicant must provide a photo identification and Seminole County Public Library card which reflect the name matching that on the application.

(4) The meeting room must be returned to its original condition after use.

(5) Unreserved meeting rooms may be used for study purposes.

(6) No directional or informational signs shall be displayed on library property by an organization using a meeting room. Promotional materials for an organization using a meeting room shall not include the library address or employees as a contact for information.

(7) All programs must be free and open to the public. Organizations may not conduct financial transactions on the premises or perform fee-based services, including tutoring. The following groups are exempt from this provision and may solicit and collect fees, dues, donations, etc., as well as may sell books and audiovisual materials in the meeting room and its immediate surroundings:

- Seminole County Friends of the Library;
- Organizations participating in events sponsored by Seminole County Public Library System.

All items sold by the Friends and other organizations are subject to the approval of the Library Services Director or designee.

(8) Non-alcoholic beverages and refreshments may be served inside the meeting rooms.

(9) Literature may be distributed to the public attending the program inside the meeting room.

(10) Smoking is not permitted anywhere in the library.

(11) Activities related to use of the meeting rooms may not disrupt regular library use. The Library Services Director is authorized to deny use of the room to any group which violates library policies and to deny use for activities which disrupt library operations, subject to the approval of the Library and Leisure Services Director.

(12) Meeting rooms must be vacated fifteen (15) minutes prior to library closing. Meeting room users must vacate the library by its closing time.

(13) Items may not be stored in meeting room overnight.

(14) Additional furniture, audio-visual equipment, computers or internet connection in the meeting rooms are not available from the library.

(15) The library reserves the right to cancel a reservation with a twenty-four (24) hour notice to the applicant.

(16) Permission to use meeting rooms does not constitute endorsement by the library or the County.

~~B. SPECIAL USE OF THE MUSEUM OF SEMINOLE COUNTY HISTORY~~

~~(1) The Museum building and its grounds may be utilized by the Seminole County Historical Society to host special events, including fundraisers. Any such events require the prior approval of the Library Services Director. Any sale of items at such events also require the prior approval of the Library Services Director.~~

~~(2) If specifically permitted by the Seminole County Manager, the Historical Society may serve food and beverages, including alcohol.~~

C.B. AUTHORITY.

Resolution 2007-R-42 adopted March 13, 2007
Resolution 2004-R-154 adopted August 24, 2004.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amendment #2 to PS-5124-02/BJC - Engineering Services Agreement Environmental Specialists For Land Management For The Northwest Area Regional Wastewater Treatment Facility

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Vagillia Taylor

EXT: 7122

MOTION/RECOMMENDATION:

Approve Amendment #2 to PS-5124-02/BJC with PBS&J of Orlando, Florida, to extend the existing Agreement term by five (5) years.

County-wide

Ray Hooper

BACKGROUND:

PS-5124-02/BJC provides for professional services for land management of the Northwest Area Regional Wastewater Treatment Facility. These services are currently being provided by PBS&J, a firm that has provided exceptional service and which has met or exceeded required components of the Agreement. The scientists at PBS&J are knowledgeable of the specific permit conditions for the Yankee Lake Regional Water Reclamation Facility (formally known as the Northwest Area Regional Wastewater Treatment Facility). PBS&J is familiar with the requirements for this area as mandated by the Florida Department of Environmental Protection (FDEP), the St. Johns River Water Management District (District), the Department of the Army Corps of Engineers (ACOE), the Florida Fish and Wildlife Conservation Commission (FWC), the U.S. Fish and Wildlife Service (FWS) and others.

PS-5124-02/BJC is also linked to existing permit conditions at this facility through the pending construction activities which will impact wetlands as well as the Scrub Jay Management Area, both of which are currently managed by PBS&J. The Seminole County Regional Water Treatment Facility is still being reviewed by the regulatory agencies and PBS&J is supporting the process through responses to agency RAIs (Requests for Additional Information) which require field support, data collection, monitoring activities, expert witness services and other support.

In addition, PBS&J currently supports the ongoing Environmental Resources Permit effort for the Seminole County Regional Water Treatment Facility at Yankee Lake by providing environmental data collection, permitting, mitigation design and implementation, benthic sampling, listed species coordination including Section 7 Consultation through FWS, gopher tortoise permitting and relocation, habitat management planning and implementation for listed species, controlled fire planning and implementation (required for listed species habitat management), and coordinated management of critical habitats.

Amendment #1 to the Agreement was for a time extension through June 12, 2008, and PBS&J has not requested an increase of rates under the Agreement since it was executed on

December 12, 2002. Due to the institutional knowledge required, the intricate work involved in these permits, the timing of the permitting and mitigation processes, and the reliance by the permitting agencies on the required monitoring, mitigation, and land management proposed by PBS&J, the Environmental Services Department requests that the current Agreement be extended to continue to provide these services in a seamless, consistent, specific and timely manner.

The current term of the Agreement is set to expire on June 12, 2008, and provides no renewal period. Through this Amendment, the Environmental Services Department has requested to extend the term of the Agreement by five (5) years to expire on June 12, 2013. The Annual Estimated Usage will be \$300,000.00 per year. Funded work orders would be issued based upon budget.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Amendment #2 to PS-5124-02/BJC with PBS&J of Orlando, Florida, to extend the existing Agreement term by five (5) years.

ATTACHMENTS:

1. PS-5124-02_BJC Amendment #2 with PBSJ

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

**SECOND AMENDMENT TO ENGINEERING SERVICES AGREEMENT
ENVIRONMENTAL SPECIALISTS FOR LAND MANAGEMENT
FOR THE NORTHWEST AREA REGIONAL WASTEWATER TREATMENT FACILITY
(PS-5124-02/BJC)**

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on December 12, 2002, as amended on October 15, 2007, between **PBS&J**, whose address is 482 South Keller Road, Orlando, Florida 32810, hereinafter referred to as "ENGINEER", 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, ENGINEER and COUNTY entered into the above-referenced Agreement on December 12, 2002, as amended on October 15, 2007, for engineering services; 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 23 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 2 of the Agreement is amended to read:

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run until June 12, 2013. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

2. Section 5 of the Agreement is amended to read:

SECTION 5. COMPENSATION. COUNTY agrees to compensate ENGINEER for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a Time Basis Method, then ENGINEER shall be compensated in accordance with the rate schedule attached as Exhibit C. If a Work Order is issued for a Fixed Fee Basis, then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

3. 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.

ATTEST:

PBS&J

BECKY S. SCHAFFER
Assistant Secretary



By: _____
TODD J. KENNER
President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AEC/lpk/sjs
4/29/08, 5/2/08

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**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Construction Agreement: CC-3191-08/JVP - Cross Seminole Trail South II

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Jacqui Perry

EXT: 7114

MOTION/RECOMMENDATION:

Award CC-3191-08/JVP - Cross Seminole Trail South II in the amount of \$815,365.31 to Cathcart Contracting Company of Winter Springs, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary to construct approximately 1.8 miles of 14-foot wide trail within FDOT SR 426 Road Right-of-Way from Mikler Road to Red Bug Lake Road with emphasis on highly aesthetic, quality finished products.

County-wide

Ray Hooper

BACKGROUND:

CC-3191-08/JVP - Cross Seminole Trail South II will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary to construct approximately 1.8 miles of 14-foot wide trail within FDOT SR 426 Road Right-of-Way from Mikler Road to Red Bug Lake Road with emphasis on highly aesthetic, quality finished products.

The project was publicly advertised and the County received eight (8) bids. The Review Committee consisting of David Martin, Project Engineer; Skip Groenveld, Project Manager III; and Mark Lichtenheld, Engineering Technician, all of Public Works reviewed the responses. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, Cathcart Contracting Company of Winter Springs, Florida, in the amount of \$815,365.31. The completion time for this project is two hundred seventy days (270) to substantial plus 30 days to final, for a total agreement time of three hundred (300) days from issuance of the Notice to Proceed by the County. The backup documentation includes the Tabulation Sheet.

This is a budgeted project and funds are available in the account line for Trail Development-Construction in progress (077533.560650, CIP#00187713).

STAFF RECOMMENDATION:

Staff recommends the Board award CC-3191-08/JVP - Cross Seminole Trail South II in the amount of \$815,365.31 to Cathcart Contracting Company of Winter Springs, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary to construct approximately 1.8 miles of 14-foot wide trail within FDOT SR 426 Road Right-of-Way from Mikler Road to Red Bug Lake Road with emphasis on highly aesthetic, quality finished products.

ATTACHMENTS:

1. CC-3191-08-JVP-Award Agreement to Cathcart Contracting Co.
2. CC-3191-08_JVP Backup Documentation

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**CONSTRUCTION SERVICES AGREEMENT (CC-3191-08/JVP)
CROSS SEMINOLE TRAIL SOUTH II**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **CATHCART CONTRACTING CO.**, duly authorized to conduct business in the State of Florida, whose address is 1056 Willa Springs Drive, Winter Springs, Florida 32807, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and the solicitation package and all addenda thereto. The Work is generally described as Cross Seminole Trail South II.

The Project for which the Work under the Contract Documents is a part is generally described as Cross Seminole Trail South II.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean the Seminole County Engineer.

(b) "CEI" is the Seminole County Engineer.

SECTION 3. CONTRACT TIME.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within two hundred seventy (270) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

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

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

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

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is EIGHT HUNDRED FIFTEEN THOUSAND THREE HUNDRED SIXTY-FIVE AND 31/100 DOLLARS (\$815,365.31) subject only to increases or decreases made in strict conformance with the Contract Documents.

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

(c) CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to

Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

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

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

SECTION 5. PAYMENT PROCEDURES.

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

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

(c) *Final Payment.* Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions,

COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

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

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

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

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's

discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

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

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

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

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent), and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of

the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement, acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine", and acknowledges that the Plans and Specifications are adequate to perform the Work.

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



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

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

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

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

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

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that it shall be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both by any governmental entity, district, or authority, or other jurisdictional entity, relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public

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



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

SECTION 8. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of

the following, in order of precedence:

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

hereto as Exhibit C;

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

- (1) Performance Bond;
- (2) Payment Bond;
- (3) Material and Workmanship Bond;
- (4) Specifications;
- (5) Technical Specifications Provided in these Contract

Documents;

- (6) General Conditions;
- (7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;
- (8) Notice to Proceed;
- (9) Change Orders;
- (10) Certificate of Substantial Completion;
- (11) Certificate of Final Inspection;
- (12) Certificate of Engineer;
- (13) Certificate of Final Completion;
- (14) Contractor's Release;
- (15) Drawings and Plans;

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

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

SECTION 9. LIQUIDATED DAMAGES.



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

limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

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

SECTION 10. MISCELLANEOUS.

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

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and any such assignment shall be void and of no effect. Specifically,

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

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

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

SECTION 12. NOTICES. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it has been changed by written notice in compliance with the

provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

County Engineer
Public Works Department
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

For CONTRACTOR:

Cathcart Contracting Co.
1056 Willa Springs Drive
Winter Springs, FL 32708

SECTION 13. CONFLICT OF INTEREST.

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

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

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

SECTION 14. MATERIAL BREACHES OF AGREEMENT.

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

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

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

ATTEST:

CATHCART CONTRACTING CO.

, Secretary

By: _____
MATT T. BLANTON, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.



County Attorney
AEC/lpk
4/29/08

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Attachments:

- Exhibit A - Bid Form
- Exhibit B - Trench Safety Act
- Exhibit C - American with Disabilities Act Affidavit
- Exhibit D - Local Agency Federal Aid Certification

EXHIBIT A

BID FORM SEMINOLE COUNTY, FLORIDA FOR THE CONSTRUCTION OF

PROJECT: CROSS SEMINOLE TRAIL SOUTH II
COUNTY CONTRACT NO. CC-3191-08/JVP

Name of Bidder: Cathcart Contracting Company

Mailing Address: 1056 Willa Springs Dr

Street Address: Same

City/State/Zip: Winter Springs Fl 32708

Phone Number: (407) 429-2900 x21

Fax Number: (407) 677-4212

Contractor License Number: CGC 051005 / CU1057230

TO: Purchasing and Contacts Division of Seminole County, Florida

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

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

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

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

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

BID FORM

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

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

TOTAL AMOUNT OF BID: 815 365.31
Numbers
eight hundred fifteen thousand three hundred sixty five dollars and thirty one cents
(IN WORDS)

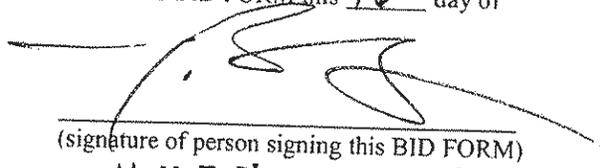
1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits,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

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

- Section 00100 - Bid Forms, including alternates and addendum, if any.
- Section 00150 - Trench Safety Act Form
- Section 00160 - Bidder Information Forms (Including W-9)
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00330 - Drug-Free Workplace Form
- Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 16th day of April, 2008.

Cathcart Contracting Company
(Name of BIDDER)



(signature of person signing this BID FORM)
Matt T. Blanton, President
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS bidder's bond

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

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

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

CC- 3191-08/JVP
 REVISED-BASE BID - SCHEDULE OF PRICES
 CROSS SEMINOLE TRAIL SOUTH PHASE II

NOTE: ALL UNITS ARE ENGLISH

PROJECT LENGTH: 1.85 MILES

REF. NO	FDOT ITEM No.	DESCRIPTION	QTY.	UNIT	UNIT COST	AMOUNT
1	101-1	MOBILIZATION				
2	102-1	MAINTENANCE OF TRAFFIC	1	LS	38000	38000
3	104-11	FLOATING TURBIDITY BARRIER	1	LS	34000	34000
4	104-13-1	STAKED SILT FENCE (TYPE III)	50	LF	7	350
5	110-1-1	CLEARING AND GRUBBING	17,400	LF	.64	11136
6	110-4	CONCRETE REMOVAL (SIDEWALK, DRIVEWAYS, & CURB)	5.0	AC	5130	25650
7	120-1	REGULAR EXCAVATION	564	SY	17	9588
8	120-6	EMBANKMENT	500	CY	6	3000
9	160-4	STABILIZATION, TYBE "B" (8")	5,500	CY	13	71500
10	285-704	BASE, OPTIONAL GROUP 4	13,700	SY	1.50	20,550
11	400-1-2	CONCRETE CLASS I (END WALLS)	12,428	SY	6.50	80,782
12	400-1-11	CONCRETE CLASS I (RETAINING WALLS)	4.50	CY	1100	4950
13	400-1-15	CONCRETE CLASS I (MISCELLANEOUS)(6")	134	CY	602	80668
14	425-2-61	MANHOLE (P-8) (<10')	37.6	CY	104	3910.40
15	430-171-2125	PIPE CULVERT (OPT MAT'L)ROUND(18"CD)	2	EA	3100	6200
16	430-171-2129	PIPE CULVERT (OPT MAT'L)ROUND(24"CD)	127	LF	66	8382
17	430-98-2125	MITERED END SECTION (OPTIONAL ROUND)(18")	52	LF	107	5564
18	515-1-2	PIPE GUIDERAIL (ALUMINUM)(54" TRIPLE RAIL)(GREEN)	4	EA	595	2380
19	515-2-302	PIPE HANDRAIL (ALUMINUM)(54" PICKET RAILING)(GREEN)	162	LF	51	8262
20	520-1-10	CURB & GUTTER CONCRETE (TYPE F)	498	LF	68	33864
21	520-2-4	CURB & GUTTER CONCRETE (TYPE D)	925	LF	13	12025
22	522-4	CONCRETE SIDEWALK (6" THICK, FIBERMESH REINFORCED)	1,500	LF	13	19500
23	550-10-222	FENCING (TYPE B)(5.1-6.0, W/VINYL COAT - GREEN)	2,300	SY	39	89700
24	575-1-3	SODDING (ARGENTIA BAHIA)	100	LF	18	1800
25	1080-14	UTILITY FIXTURES, RELOCATE (WATER SERVICE METERS)	24,650	SY	1.56	38454
		NON-FDOT ITEMS	5	EA	384	1920
26	331-2	1-1/4" S-III ASPHALTIC CONCRETE	750	TN	101	75750
27	331-2	2-1/4" S-III ASPHALTIC CONCRETE (ENTRANCE DRIVE RECONSTRUCTION)	51	TN	107	5457
28	9999	TRASH CAN RECEPTACLES	3	EA	805	2415
TRAIL SUB-TOTAL						= 695757.40
SIGNING & MARKING						
30	700-40-01	SIGN, SINGLE POST (< 12 SQ FT)	38	AS	302	11476
31	700-46-21	SIGN, EXISTING (RELOCATE)(SINGLE POST)	14	AS	118	1652
32	710-6	DIRECTIONAL ARROWS PAINTED	36	EA	27	972
33	710-25-241	SOLID TRAFFIC STRIPE (WHITE) (24")	126	LF	2	252
34	710-26-41	SOLID TRAFFIC STRIPE (YELLOW) (4")	4,413	LF	.32	1412.16
35	710-26-181	SOLID TRAFFIC STRIPE (YELLOW) (18")	128	LF	1.5	192
36	711-3	PAVEMENT MESSAGES (THERMOPLASTIC)	6	EA	108	648
37	711-11-123	TRAFFIC STRIPE SOLID, THERMOPLASTIC (WHITE)(12")	1,000	LF	2	2000
38	711-11-125	TRAFFIC STRIPE SOLID, THERMOPLASTIC (WHITE)(24")	123	LF	3.25	399.75
39	711-17	THERMOPLASTIC, REMOVE	417	SF	2	834
		NON-FDOT ITEMS				
40	700-40-01	SIGN, SINGLE POST (< 12 SQ FT)(TRAIL SIGNS 4"X4" POST)	60	AS	525.15	31509
41		DISTANCE MARKERS (6"X6" POST)(MILE MARKERS)	4	EA	432	1728
SIGNING & MARKING SUB-TOTAL						= 53074.91

SIGNALIZATION						
42	630-1-12	CONDUIT (UNDERGROUND)	100	LF	10	1000
43	632-6-1	CABLE --SIGNAL , FURNISH & INSTALL	200	LF	4	800
44	635-1-11	PULL & JUNCTION BOXES (F&I) (PULL BOX)	3	EA	304	912
45	653-191	SGNL PED (F&I) LED-COUNT DWN (1 DIRECTION)	6	AS	817	4902
46	659-107	SGNL HEAD AUXILIARIES, F&I, ALUMINUM PED	4	EA	885	3540
47	665-11	DET PED, (F&I) (DET STA POLE OR-CAB MTD)	4	EA	151	604
SIGNALIZATION SUB-TOTAL						= 11758
HARDSCAPE						
48	3301	CONCRETE 4"	1,652	SY	25	41300
49	2870-1	BENCHES	7	EA	1925	13475
HARDSCAPE SUB-TOTAL						= 54775
GRAND TOTAL						= 815365.31

EXHIBIT C

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

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

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

CONTRACTOR: Cathcart Contracting Company

Signature:

[Handwritten Signature]

Printed Name:

Matt T. Blanton, President

Title:

President

Date:

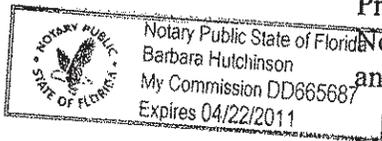
4/16/08

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 16 day of April, 2008 by Matt T. Blanton of Cathcart Contracting Co. Firm, on behalf of the firm. He/She is personally known to me or has produced identification.

Barbara Hutchinson
Print Name Barbara Hutchinson
Notary Public in and for the County
and State Aforementioned



My commission expires: 4-22-2011

EXHIBIT D

LOCAL AGENCY PROGRAM/FEDERAL-AID CERTIFICATION

The Bidder hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Bidder further declares that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.
5. The Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Bidder or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
6. The Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
7. The Bidder has made a diligent inquiry of all members, officers, employees, and agents of the Bidder with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the Bidder has fully informed the CITY in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
9. The Bidder certifies that, except as noted below, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
 - a. is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
 - b. has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
 - d. has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.
10. The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the CITY.

11. The firm certifies that the bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.
12. The Bidder certifies that no Federally appropriated funds have been paid, or will be paid by or on behalf of the undersigned, 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.

Where the Bidder is unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (12), the Bidder has provided an explanation by attached separate sheet.

Qualifying Contracting Company

Company Name

Authorized Signature

Matt T. Blanton, President

Printed Name

4/14/08

Date

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

BID NUMBER: CC-3191-08/JVP
PROJECT TITLE: Cross Seminole Trail South II
BID OPENING DATE: April 16, 2008 at 2:00 P.M.
 Eastern

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

PAGE: 1 of 2

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	Cathcart Contracting Company 1056 Willa Springs Dr Winter Springs, FL 32708 John T. Cathcart, CEO 407-629-2900 ex. 21(Phone) 407-677-4212 (Fax)	Central Florida Environmental Corp 910 Belle Ave., Ste 1040 Winter Springs, FL 32708 David Stalowy 407-834-6115 (Phone) 407-834-6391 (Fax)	A&M SI Construction Co. 1717 S Rio Grande Ave Orlando, FL 32805 Mike Rahmankhah 407-872-7000-(Phone) 407-872-7222-(Fax)	Southern Site Works, Inc 4639 Bough Road Zephyrhills, FL 33541 David Reamer 813-788-6087(Phone) 813-788-6156(Fax)
TOTAL AMOUNT OF BID	\$815,365.31	\$816,823.54	\$841,692.45	\$928,820.15
Acknowledge addenda 1	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
FDOT Pre-qualified or Sub	Yes	Yes	Yes	Yes

ITEM DESCRIPTION	Response #5	Response #6	Response #7	Response #8
	American Persian Engineers and Construction 4436 Old Winter Garden Rd Orlando, FL 32811 Majid Fouladi, President 407-522-0530 (Phone) 407-532-8332 (Fax)	AJC Construction 8046A Presidents Drive Orlando, FL 32809 Alexander Caputo 407-855-5572-(Phone) 407-855-4922-(Fax)	CEM Enterprises Inc 1757 Benbow Ct Apopka, FL 32703 Charles Meeks 407-884-9148 (Phone) 407-884-2972 (Fax)	Eden Site Development 115 W. Pine Avenue Longwood, FL 32750 407-265-1113 (Phone) 407-265-1118 (Fax)
TOTAL AMOUNT OF BID	\$959,458.00	\$996,756.50	\$1,062,491.25	\$1,201,130.14
Acknowledge addenda 1	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
FDOT Pre-qualified	Yes	Yes	Yes	No

Bid Opening: April 16, 2008 at 2:00 p.m., Purchasing and Contracts Conference Room 3223, 1101 E. First St, Sanford, FL 32771

Bid Tabulated by Jacqui Perry, Senior Procurement Analyst

(Posted by Jacqui Perry on April 17, 2008 at 12:10 p.m., Eastern)

Recommendation of Award: Cathcart Contracting Company

(Updated by Vagillia Taylor on April 22, 2008 at 11:35 a.m. Eastern)

BCC Agenda Date: May 20, 2008

(Updated by Vagillia Taylor on April 22, 2008 at 11:35 a.m. Eastern)

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Professional Services: PS-2825-07/BHJ - Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements - Rangeline Road to CR 427

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: David Santiago

EXT: 7106

MOTION/RECOMMENDATION:

Approve the negotiated rates and award PS-2825-07/BHJ - Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements - Rangeline Road to CR 427 with Horizon Engineering Group, Orlando, Florida (\$600,000.00 Estimated Usage amount over the term of the Agreement).

County-wide

Ray Hooper

BACKGROUND:

PS-2825-07/BHJ will provide Preliminary & Final Design Services for the addition of auxiliary lanes to improve the operations of the intersections of SR 434 and Florida Central Parkway and SR 434 and CR 427 (Ronald Reagan Blvd). These improvements may include, but are not limited to, roadway design, drainage design, utility coordination, signing and marking, signalization design, survey and right-of-way mapping. The project approach will provide for three phases in the Scope of Services: Preliminary Engineering, Final Design & Environmental Permitting, and Post Design Services.

On March 25, 2008, the Board approved the ranking and authorized staff to negotiate with Horizon Engineering Group, Inc. of Orlando, the top ranked firm. The Award Agreement includes the negotiated rates as Exhibit "C". The term of the Agreement will be for five (5) years with two renewal periods not to exceed one (1) year each.

Authorization for the performance of services by the Consultant under this Agreement shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultant. The work and dollar amount for each Work Order will be within the constraints of the approved project budget and negotiated on an as-needed basis for the project.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the negotiated rates and award PS-2825-07/BHJ - Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements - Rangeline Road to CR 427 with Horizon Engineering Group, Orlando, Florida (\$600,000.00 Estimated Usage amount over the term of the Agreement).

ATTACHMENTS:

1. PS-2825-07_BHJ Award Agreement with Horizon Engineering Group, Inc

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**CONSULTANT SERVICES AGREEMENT (PS-2825-07/BHJ)
PRELIMINARY AND FINAL DESIGN - S.R. 434 INTERSECTION IMPROVEMENTS**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **HORIZON ENGINEERING GROUP, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2500 Maitland Center Parkway, Suite 300, Maitland, Florida 32751, hereinafter called "CONSULTANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide preliminary and final design services for S.R. 434 intersection improvements in Seminole County; and

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

WHEREAS, CONSULTANT is competent and qualified to furnish preliminary and final design services for S.R. 434 intersection improvements services to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all

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

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of five (5) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

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

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

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either

a "Fixed Fee Basis" or on a "Time Basis Method". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses. The CONSULTANT shall also be required to execute the Truth in Negotiations certificate attached hereto as Exhibit D.

SECTION 6. PAYMENT AND BILLING.

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

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

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

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a

percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value and one hundred percent (100%) of the approved amount on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value issued on a Fixed Fee Basis, provided, however, the COUNTY reserves the right to require retainage for Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) when the COUNTY deems it in its best interest to do so, in which case the Work Order shall be treated as any other Work Order with retainage for payment purposes.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%) on Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value; provided, however, the COUNTY reserves the right to require retainage for Work Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) when the COUNTY deems it in its best interest to do so, in which case the Work Order shall be treated as any other Work Order with retainage for payment purposes.

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

may, at its sole and absolute discretion, release the retainage or any portion thereof.

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

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

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

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

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

Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

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

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

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

of proper invoice.

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

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

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

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the

Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

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

SECTION 9. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 10. TERMINATION.

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

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

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

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

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar

type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

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

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

SECTION 11. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

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

SECTION 13. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 14. CONFLICT OF INTEREST.

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

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

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

SECTION 15. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of

the other party and in such cases only by a document of equal dignity herewith.

SECTION 16. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 17. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT, whether caused by CONSULTANT or otherwise.

SECTION 18. INSURANCE.

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

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

CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

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

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

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

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

Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 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: (i) lose its Certificate of Authority; (ii) no longer comply with Section 440.57, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

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

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

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

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

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

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

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance

Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

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

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

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

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

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents

of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 19. DISPUTE RESOLUTION.

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

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

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

SECTION 20. REPRESENTATIVES OF COUNTY AND CONSULTANT.

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

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

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

SECTION 21. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 22. 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 23. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers,

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

SECTION 24. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 25. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 26. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to  release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 27. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 28. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Engineering Division
420 W. Lake Mary Blvd., Suite 200
Sanford, FL 32773

For CONSULTANT:

Horizon Engineering Group, Inc.
2500 Maitland Center Parkway, Suite 300
Maitland, FL 32751

SECTION 29. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under  this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

(Signature Page Follows)

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

ATTEST: HORIZON ENGINEERING GROUP, INC.

, Secretary

(CORPORATE SEAL)

By: _____
, President

Date: _____

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney



AEC/lpk/sjs
2/27/08, 4/24/08, 4/28/08, 4/30/08, 5/1/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\PS-2825.doc

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

EXHIBIT A-1

**SCOPE OF SERVICES
PHASE I – PRELIMINARY ENGINEERING**

County Project Number: *PS-2825-07/BHJ*
County CIP Number: *00205304*
Financial Project ID: *240233-4*
Description: *SR 434 from Rangeline Rd to CR 427 in Seminole County*

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**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
PRELIMINARY ENGINEERING**

This Exhibit forms an integral part of the agreement between the Seminole County Board of County Commissioners (hereinafter referred to as the COUNTY) and XXXX (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

County Project Number: *PS-2825-07/BHJ*
County CIP Number: *00205304*
Financial Project ID: *240233-4*
Description: *SR 434 from Rangeline Rd to CR 427 in Seminole County*

1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the COUNTY in connection with preliminary engineering analysis, for:

- Roadway improvements to the transportation facility described herein

The general objective is for the CONSULTANT to prepare a preliminary engineering analysis report for the proposed improvements. The CONSULTANT is also responsible for full Right of Way Mapping for the proposed improvements.

The Scope of Services establishes which items of work described in the Plan Preparation Manual(s) published by the Florida Department of Transportation (hereinafter referred to as the DEPARTMENT) and other pertinent manuals to accomplish the work are specifically included in this contract, and also which of the items of work will be the responsibility of the CONSULTANT or the COUNTY.

All plans and design documents are to be prepared with standard English values in accordance with all applicable COUNTY and DEPARTMENT Manuals and guidelines.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original recommendation may be required. The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the COUNTY and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance to COUNTY procedures. It shall be the CONSULTANT's responsibility to utilize the very best engineering judgment, practices and principles possible during the prosecution of the work commissioned under this contract.

The COUNTY will provide contract administration and management services. Both the COUNTY and the DEPARTMENT will provide technical reviews of all work associated with the development and preparation of the contract plans. The COUNTY will provide job specific information and/or functions as outlined in this contract.

2 PRELIMINARY ENGINEERING ANALYSIS

The following descriptions provide a non-exclusive summary of the specific tasks within this Scope-of-Services and are the minimum criteria for project performance and execution. The COUNTY will issue work orders on an as needed basis. The CONSULTANT is responsible to provide the following required professional services as requested:

2.1 Project Description

Scope: Add auxiliary lanes to improve the operations of the intersections of SR 434 and Florida Central Parkway and SR 434 and CR 427 (Ronald Reagan Blvd).

SR 434 and Florida Central Parkway – Add an additional Westbound left turn lane, Eastbound right turn lane and northbound left turn lane.

SR 434 and CR 427 (Ronald Reagan Blvd) – Add additional Eastbound and Westbound left turn lanes and Eastbound and Westbound right turn lanes.

Limits: SR 434 from Rangeline Rd to CR 427 in Seminole County

Variations/Exceptions: None anticipated. If needed, the proper application letters will be developed.

2.2 Review/Update of PD&E Study

The CONSULTANT shall review the existing PD&E study for this corridor and will review the conditions and conclusions from that study. The CONSULTANT will work with the DEPARTMENT to perform any required updates to the PD&E.

2.3 Roadway Alignment Analysis

The CONSULTANT shall perform a roadway alignment analysis to determine the most effective design of the proposed improvements that will result in the most cost effective right-of-way acquisition.

2.4 Preliminary Roadway Design Analysis

The CONSULTANT shall provide a preliminary roadway design analysis to determine any potential design issues related to the proposed improvements.

2.5 Preliminary Stormwater Design Analysis

The CONSULTANT shall review the pond siting report from the PD&E study and shall determine the potential Stormwater design and permitting issues related to the proposed improvements. The CONSULTANT shall have a pre-application meeting with SJRWMD to discuss the proposed permitting requirements.

2.6 Costs Estimates

The CONSULTANT shall prepare preliminary costs estimates for both right-of-way acquisition and construction costs.

2.7 Conceptual Drawings

The CONSULTANT will prepare conceptual drawings of the proposed improvements that will be shown on aerial photography.

2.8 Preliminary Engineering Report

The CONSULTANT will prepare a Preliminary Engineering report to summarize the findings of the Preliminary Engineering analysis. It will document the roadway analysis, Stormwater analysis and will include the cost estimates and conceptual drawings.

2.9 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for COUNTY and CONSULTANT activities required to meet the current COUNTY Production Date. The schedule shall not exceed one hundred and eighty days (180) to produce the Preliminary Engineering Report. The schedule for Right of Way Mapping shall not exceed two years.

2.10 Submittals

The CONSULTANT shall provide copies of the required plans and documents as listed below. Two (2) CD's containing the submittals in Adobe Acrobat electronic format should be provided for each submittal :

- Draft Preliminary Engineering Report2
- Final Preliminary Engineering Report 5

3 SURVEY

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The CONSULTANT shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the DEPARTMENT. Field books submitted to the DEPARTMENT must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The DEPARTMENT may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The DEPARTMENT may instead require that these points be surveyed by true line, traverse or parallel offset.

3.1 Horizontal Project Network Control (HPNC)

Establish or recover HPNC, for the purpose of establishing horizontal control on the Florida State Plane Coordinate System or datum approved by the District Location Surveyor (DLS); may include primary or secondary control points. Includes analysis and processing of all field collected data, and preparation of forms.

3.2 Vertical Project Network Control (VPNC)

Establish or recover VPNC, for the purpose of establishing vertical control on datum approved by the District Location Surveyor (DLS); may include primary or secondary vertical control points. Includes analysis and processing of all field collected data, and preparation of forms.

3.3 Alignment and/or Existing Right of Way Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per DEPARTMENT R/W Maps, platted or dedicated rights of way.

3.4 Aerial Targets

Place, locate, and maintain required aerial targets and/or photo identifiable points. Includes analysis and processing of all field collected data, existing maps, and/or reports.

3.5 Reference Points

Reference HPNC points, project alignment, vertical control points, section, ¼ section, center of section corners and G.L.O. corners as required.

3.6 Digital Terrain Model DTM/3D

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

3.7 Topography (2D)

Locate all above ground features and improvements. Deliver in appropriate electronic format. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

3.8 Roadway Cross Sections/Profiles

Perform field survey check sections or profiles to verify the required accuracy of the digital terrain model and/or to determine existing cross slope. Includes analysis and processing of all field-collected data for comparison with DTM.

3.9 Side Street Surveys

Refer to tasks of this document as applicable.

3.10 Underground Utilities

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

3.11 Outfall Survey

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of a D.T.M. Survey with sufficient density of shots. Shoot all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

3.12 Drainage Survey

Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

3.13 Bridge Survey (Minor/Major)

Locate required above ground features and improvements for the limits of the bridge. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

3.14 Channel Survey

Locate all topographic features and improvements for the limits of the project by collecting the required data for the purpose of a D.E.M. Survey with sufficient density of shots. Shoot all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, maps, and/or reports.

3.15 Pond Site Survey

Refer to tasks of this document as applicable.

3.16 Mitigation Survey

Refer to tasks of this document as applicable.

3.17 Jurisdiction Line Survey

Perform field location (2-dimensional) of jurisdiction limits as defined by respective authorities, also includes field edits, analysis and processing of all field collected data, preparation of reports.

3.18 Geotechnical Support

Perform 3-dimensional (X,Y,Z) field location, or stakeout, of boring sites established by geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.

3.19 Sectional/Grant Survey

Perform field location/placement of section corners, 1/4 section corners, and fractional corners where pertinent. Includes analysis and processing of all field-collected data and/or reports.

3.20 Subdivision Location

Survey all existing recorded subdivision/condominium boundaries, tracts, units, phases, blocks, street R/W lines, common areas. Includes analysis and processing of all field collected data and/or reports. If unrecorded subdivision is on file in the public records of the subject county, tie existing monumentation of the beginning and end of unrecorded subdivision.

3.21 Maintained R/W

Perform field location (2-dimensional) of maintained R/W limits as defined by respective authorities, if needed. Also includes field edits, analysis and processing of all field collected data, preparation of reports.

3.22 Boundary Survey

Perform boundary survey as defined by DEPARTMENT standards. Includes analysis and processing of all field-collected data, preparation of reports.

3.23 Water Boundary Survey

Perform Mean High Water, Ordinary High Water and Safe Upland Line surveys as required by DEPARTMENT standards.

3.24 Right of Way Staking / Right of Way Line

Perform field staking and calculations of existing/proposed R/W lines for on-site review purposes.

3.25 Right of Way Monumentation

Set R/W monumentation as depicted on final R/W maps for corridor and water retention areas.

3.26 Line Cutting

Perform all efforts required to clear vegetation from the line of sight.

3.27 Work Zone Safety

Provide work zone as required by DEPARTMENT standards.

3.28 Miscellaneous Surveys

Refer to tasks of this document, as applicable, to perform surveys not described herein.

3.29 Supplemental Surveys

Supplemental survey days and hours are to be approved in advance by DLS. Refer to tasks of this document, as applicable, to perform surveys not described herein.

3.30 Document Research

Perform research of documentation to support field and office efforts involving surveying and mapping.

3.31 Field Review

Perform verification of the field conditions as related to the collected survey data.

3.32 Technical Meetings

Attend meetings as required and negotiated by the Surveying and Mapping Department.

3.33 Quality Control/Quality Assurance

Establish and implement a QAQC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

3.34 Supervision

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida Professional Surveyor.

3.35 Coordination

4 MAPPING

The CONSULTANT will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable DEPARTMENT Manuals, Procedures, Handbooks, and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to DEPARTMENT size and format requirements utilizing DEPARTMENT approved software, and will be designed to provide a high degree of uniformity and maximum readability. The CONSULTANT will submit maps, legal descriptions, quality assurance check prints, checklists, electronic

media files and any other documents as required for this project to the DEPARTMENT for review at stages of completion as negotiated.

Master CADD File

- 4.1 Alignment
- 4.2 Section and 1/4 Section Lines
- 4.3 Subdivisions
- 4.4 Existing Right of Way
- 4.5 Topography
- 4.6 Parent Tract Properties and Existing Easements
- 4.7 Proposed Right of Way Requirements

The ENGINEER OF RECORD (EOR) will provide the proposed requirements. The PSM is responsible for calculating the final geometry.

4.8 Limits of Construction

The limits of construction DGN file as provided by the EOR will be imported or referenced to the master CADD file. Additional labeling will be added as required. The PSM is required to advise the EOR of any noted discrepancies between the limits of construction line and the existing/proposed right of way lines, and for making adjustments as needed when a resolution is determined.

4.9 Jurisdictional/Agency Lines

These lines may include, but are not limited to, jurisdictional, wetland, water boundaries, and city/county limit lines.

Sheet Files

- 4.10 Control Survey Cover Sheet
- 4.11 Control Survey Cover Sheet
- 4.12 Control Survey Key Sheet
- 4.13 Control Survey Detail Sheet
- 4.14 Right of Way Map Cover Sheet
- 4.15 Right of Way Map Key Sheet
- 4.16 Right of Way Map Detail Sheet
- 4.17 Maintenance Map Cover Sheet
- 4.18 Maintenance Map Key Sheet
- 4.19 Maintenance Map Detail Sheet

4.20 Reference Point Sheet

This sheet(s) will be included with the Control Survey Map, Right of Way Map and Maintenance Map.

4.21 Project Network Control Sheet

This sheet depicts the baseline, the benchmarks, the primary and secondary control points and their reference points including the type of material used for each point, their XYZ coordinates, scale factors and convergence angles. This sheet(s) may be included with the Control Survey Map, Right of Way Map and Maintenance Map.

4.22 Table of Ownerships Sheet

Miscellaneous Surveys and Sketches

4.23 Parcel Sketches

4.24 TITF Sketches

4.25 Other Specific Purpose Survey(s)

4.26 Boundary Survey(s) Map

4.27 Right of Way Monumentation Map

4.28 Title Search Map

4.29 Title Search Report

4.30 Legal Descriptions

4.31 Final Map/Plans Comparison

The PSM will perform a comparison of the final right of way maps with the available construction plans to review the correctness of the type of parcel to be acquired and the stations/offsets to the required right of way. The PSM will coordinate with the EOR to resolve any conflicts or discrepancies and provide documentation of the review.

4.32 Field Reviews

4.33 Technical Meetings

4.34 Quality Assurance/Quality Control

4.35 Supervision

4.36 Coordination

4.37 Supplemental Mapping

This task is to cover efforts resulting from major design changes after 60% and 90% map development and may include any number of tasks. The hours negotiated under this task may or may not be utilized, at the Department's option, on this project. Request and approval to utilize Supplemental Mapping hours will be in writing.

5 INVOICING LIMITS

Payment for the work accomplished will be in accordance with Method of Compensation of this contract. Invoices shall be submitted to the COUNTY, in a format prescribed by the COUNTY. The COUNTY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.

The CONSULTANT will provide a list of key events and the associated total percentage of work considered to be complete at each event. This list will be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the COUNTY.

EXHIBIT A-2

**SCOPE OF SERVICES
PHASE II - HIGHWAY FINAL DESIGN & PERMITTING**

County Project Number: *PS-2825-07/BHJ*
County CIP Number: *00205304*
Financial Project ID: *240233-4*
Description: *SR 434 from Rangeline Rd to CR 427 in Seminole County*

November 20, 2007

PS-2825-07/BHJ
SR 434 from Rangeline Rd to CR 427

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**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
HIGHWAY AND BRIDGE FINAL DESIGN & PERMITTING**

This Exhibit forms an integral part of the agreement between the Seminole County Board of County Commissioners (hereinafter referred to as the COUNTY) and ??? (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

County Project Number: *PS-2825-07/BHJ*
County CIP Number: *00205304*
Financial Project ID: *240233-4*
Description: *SR 434 from Rangeline Rd to CR 427 in Seminole County*

1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the COUNTY in connection with the design and preparation of a complete set of construction contract plans and special provisions, if necessary, for:

- Roadway improvements to the transportation facility described herein

The general objective is for the CONSULTANT to prepare a set of plans to be used by the contractor to build the project, and by the COUNTY to ensure the project is built as designed and to specifications. Elements of work shall include roadways, structures, intersections, geotechnical activities, surveys, drainage, signing and pavement markings, signalization, utility relocation, landscaping right-of-way maps and legal descriptions, maintenance of traffic, cost estimates, environmental permits, environmental mitigation plans, quantity computation books, and all necessary incidental items for a complete project.

The Scope of Services establishes which items of work described in the Plan Preparation Manual(s) published by the Florida Department of Transportation (hereinafter referred to as the DEPARTMENT) and other pertinent manuals to accomplish the work are specifically included in this contract, and also which of the items of work will be the responsibility of the CONSULTANT or the COUNTY.

All plans and design documents are to be prepared with standard English values in accordance with all applicable COUNTY and DEPARTMENT Manuals and guidelines.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original recommendation may be required. The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the COUNTY and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance to COUNTY procedures. It shall be the CONSULTANT's responsibility to utilize the very best engineering judgment, practices and principles possible during the prosecution of the work commissioned under this contract.

The COUNTY will provide contract administration and management services. Both the COUNTY and the DEPARTMENT will provide technical reviews of all work associated with the development and preparation of the contract plans. The COUNTY will provide job specific information and/or functions as outlined in this contract.

2 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the projects and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies. The CONSULTANT shall use the approved concepts from the review as a basis for the design unless otherwise directed by the COUNTY.

The CONSULTANT shall incorporate the following into the design of this facility:

2.1 Roadway

Scope: Add auxiliary lanes to improve the operations of the intersections of SR 434 and Florida Central Parkway and SR 434 and CR 427 (Ronald Reagan Blvd).

SR 434 and Florida Central Parkway – Add an additional Westbound left turn lane, Eastbound right turn lane and northbound left turn lane.

SR 434 and CR 427 (Ronald Reagan Blvd) – Add additional Eastbound and Westbound left turn lanes and Eastbound and Westbound right turn lanes.

Limits: SR 434 from Rangeline Rd to CR 427 in Seminole County

Variations/Exceptions: None anticipated. If needed, the proper application letters will be developed.

2.2 Drainage

Refer to the Preliminary Engineering Report dated November 2001 prepared for the PD&E study for SR 434 from Montgomery Road to US 17/92.

2.3 Utilities Coordination

Refer to the Preliminary Engineering Report dated November 2001 prepared for the PD&E study for SR 434 from Montgomery Road to US 17/92.

2.4 Environmental Permits

Refer to the Preliminary Engineering Report dated November 2001 prepared for the PD&E study for SR 434 from Montgomery Road to US 17/92.

2.5 Structures (N/A)

2.6 Signing and Pavement Markings

Striping and ground signs within project limits. No overhead or cantilever signs anticipated.

2.7 Signals

Intersections: New Mast Arm signals at the intersections of Florida Central Parkway and CR 427 that adhere to the City of Longwood Mast Arm Standards.

2.8 Lighting (N/A)

2.9 Landscape Architecture

Planting Plans: Xeriscape landscaping in median and areas behind the sidewalk on State Road 434 from Interstate 4 to Rangeline Rd.

2.10 Survey

Design Survey: Full topographic survey for roadway corridor and pond sites

2.11 Photogrammetry (N/A)

Provide limits and description. Describe type.

2.12 Mapping

Right of Way Survey: Right of way maps according to FDOT procedures for the project corridor

2.13 Geotechnical

Standard Penetration Test Borings, Auger borings, field permeability tests and associated lab testing.

2.14 Architecture (N/A)

2.15 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for DEPARTMENT and CONSULTANT activities required to meet the

current DEPARTMENT Production Date. *The current production date is June, 2013.* The schedule shall be accompanied by an anticipated payout and fiscal progress curve.

The schedule shall indicate all required submittals.

For purposes of scheduling, the CONSULTANT shall allow for the following DEPARTMENT work activity and submittal review times, when applicable:

Work Activity/Submittal Review (to be determined by DEPARTMENT)	Time (weeks) (to be determined by DEPARTMENT)
Roadway Plans Review	4
Right of Way Maps Review	
(Phase I, Phase II)	8
(Phase IV)	4
Alternative Drainage Design Concept Report Review	4
Pond Siting Report	4
Environmental Permitting Packages Review	4
Environmental Mitigation Plan Review	4
Jurisdictional Determination Report Review	4
Preparation of Right-of-Way Documents Activity	10
Acquisition of Right-of-Way Activity	104
Prepare/Execute Utility Agreements Activity	16

Periodically, throughout the life of the project, the schedule and curves shall be reviewed and, with the approval of the DEPARTMENT, adjusted as necessary to incorporate changes in the work concept and progress to date.

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report.

The schedule shall be submitted in Suretrak, Primavera, or system-compatible format.

2.16 Submittals

The CONSULTANT shall furnish plans and documents as required by the DEPARTMENT to adequately control, coordinate, and approve the plans. The CONSULTANT shall distribute phase submittals as directed by the DEPARTMENT.

The CONSULTANT shall provide copies of the required plans and documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes. The Project Manager will determine the specific number of copies required prior to each submittal.

Plans Distribution Chart

(District to input number of copies required for each phase submittal and footnotes, if desired.)

Department	Phase			
	I	II	III	IV
Access Management				
Preliminary Estimates (TRNS*PORT)				
Design Services				
Drainage				
Environmental Management				
Environmental Permits				
Traffic Operations				
Traffic Signals				
Signing and Marking				
Geotechnical				
Structures				
Construction				
Maintenance				
Value Engineering				

Plans Distribution Chart

(District to input number of copies required for each phase submittal and footnotes, if desired.)

Department	Phase			
	I	II	III	IV
Utilities (3 sets for DEPARTMENT and 2 sets for each Utility Company)				
Preliminary Right-of-Way Review				
District Land Surveyor				
District Modal Development Manager				
District Design Engineer				
District Right-of-Way Manager				
District Project Management Engineer				
District Drainage Engineer				
District Value Engineer				
District Utility Administrator				
Applicable City and/or County Engineering Dept.				
Mass Transit				
Contamination Reviews/Assessments				

Engineering Documents

(Documents and number of copies to be determined by DEPARTMENT preference.)

Document	No. of Copies Required
Roadway Design	
Typical Section Package	1
Pavement Type Selection Report	1
Pavement Design Report	1
Design Documentation	1
Computation Book	3
CES Input	2
Technical Special Provisions	2
Access Management Reports	3
Lane Closure Analysis Worksheets	3
3 R Reports	2
Drainage	
Preliminary Pond Siting Report	7

Engineering Documents

(Documents and number of copies to be determined by DEPARTMENT preference.)

Document	No. of Copies Required
Final Pond Siting Report	3
Drainage Design Documentation Report	2
Environmental Items	
Environmental Resource Permit Application Package	2
Mitigation Plan	2
Jurisdictional Determination Report	2
Coast Guard Navigation Permit Application Package (if applicable)	2
National Pollutant Discharge Elimination System (NPDES) Permit Application Package	5
Design/Right-of-Way Surveys	
Map and Plat Copies	2
Certified Right-of-Way Control Survey Drawings	2
Aerial Photograph Original Negatives	1
Rectified Aerial Raster Image (HMR Format)	1
24"x36" Aerial Mylars (R/W Format)	1
Geotechnical	
Roadway Report – Preliminary	2
Roadway Report – Final	2
Final Electronic Submittals	
Project CD(s)/DVD(s)	1
Plans and Specifications CD(s)/DVD(s)	1
Other	
Critical Path Method (CPM) Schedule	1

2.17 Provisions for Work

All maps, plans and designs are to be prepared with English values in accordance with all applicable current DEPARTMENT manuals, memorandums, guidelines and other documents listed below:

General

- Florida Statutes
- Florida Administrative Codes
- Florida Department of Transportation Project Development and Environmental Manual

- Florida Department of Transportation Plans Preparation Manual
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- Florida Department of Transportation Handbook for Preparation of Specifications Package
- Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual, Rev. Ed. 1982
- CADD Production Criteria Handbook
- CADD Manual
- Florida's Level of Service Standards and Guidelines Manual for Planning
- Equivalent Single Axle Load Guidelines
- Design Traffic Procedure
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Department of Transportation Basis of Estimates Manual
- Quality Assurance Guidelines
- Safety Standards
- Rule 61G17-6, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers
- Department of Environmental Protection Rules Governing Mean High Water and Jurisdictional Line Surveys
- Any special instructions from the DEPARTMENT
- Utility Accommodations Guidelines
- Policy for Geometric Design of Highways and Streets
- Florida Department of Transportation Materials Manual
- Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- 40 CFR, Part 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
- 40 CFR, Part 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
- 40 CFR, Part 763, Subpart G – Asbestos Worker Protection, EPA
- 29 CFR, Part 1910.1101 – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
- 29 CFR, Part 1926, 1101 – Asbestos Standard for Construction, OSHA
- Ch. 62257, F.A.C. – Asbestos Program, Florida Department of Environmental Protection (DEP)
- Ch. 469, F.S. – Asbestos Abatement, Florida Department of Business and Professional Regulation (DBPR)
- Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)

Permits

- Chapter 373, F.S.
- Bridge Permit Application Guide, COMDT PUB P16591.3B
- Building Permit

Drainage

- Drainage Manual
- Drainage Handbooks
- Storm Drain
- Optional Pipe Materials
- Stormwater Management Facility
- Cross Drain
- Erosion and Sediment Control
- Hydrology
- Temporary Drainage Handbook

Survey

- Location Survey Manual
- Highway Field Survey Specifications
- Automated Survey Data Gathering
- Outline Specifications for Aerial Surveys and Photogrammetry for Transportation Projects
- Standards for Consultant-Submitted G.P.S. Static Control Projects
- EFB User Guide
- Chapter 472, F.S.
- Chapter 177, F.S.
- FDEP Bureau of Surveying and Mapping

Traffic Operation Manuals

- American Disabilities Act
- AASHTO - Guide for Development of Bicycle Facilities
- Federal Highway Administration Standard Highway Signs Manual
- Florida Department of Transportation Traffic Engineering Manual
- Florida Department of Transportation Manual on Uniform Traffic Studies (MUTS)
- National Electrical Code
- National Electric Safety Code
- Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD)
- Minimum Specifications for Traffic Control Signal Devices
- Florida Department of Transportation - Florida Roundabout Guide
- FHWA - Roundabouts: An Informational Guide

- Florida Department of Transportation Median Handbook
- AASHTO - An Information Guide for Highway Lighting

Mapping

- Right-of-Way Mapping
- Florida Department of Transportation Right-of-Way Handbook
- Florida Department of Transportation Right-of-Way Manual

Geotechnical

- Soils and Foundation Handbook
- Manual of Florida Sampling and Testing Methods

These documents are revised periodically by the responsible agencies and adopted by authorities having jurisdiction on building projects. The design consultant and the project manager are advised to obtain applicable versions of these documents from the responsible agency prior to use.

- American Concrete Institute
- American Institute of Architects - Architect's Handbook of Professional Practice
- American Society for Testing and Materials - ASTM Standards
- Southern Building Code Congress International - Standard Building Codes
- Brick Institute of America
- DMS - Standards for Design of State Facilities
- Florida Concrete Products Association
- Florida Department of Transportation - Standard Specifications for Road and Bridge Construction
- Florida Department of Transportation - Plans Preparation Manual
- Florida Department of Transportation - Roadway and Traffic Design Standards
- Florida Department of Transportation - Structures Design Guidelines
- Florida Department of Transportation - Structures Detailing Manual
- Florida Department of Transportation - Structures Standard Drawings
- Florida Department of Transportation - ADA/Accessibility Procedure
- Florida Department of Transportation - Fixed Capital Outlay Program
- Florida Department of Transportation - Building Code Compliance Procedure
- Florida Department of Transportation - Asbestos Management Program Procedure
- Florida Department of Transportation - Design Build Procurement and Administration
- National Concrete Masonry Association
- National Electrical Code (current edition)
- National Fire Protection Association - Life Safety Code (current edition)

- Portland Cement Association - Concrete Masonry Handbook
- South Florida Building Code

2.18 Services to be Performed by the DEPARTMENT

When appropriate the DEPARTMENT will provide those services and materials as set forth below:

- Provide pre-numbered survey books in which to record field data.
- Furnish standard DEPARTMENT monuments for the bench line.
- Regarding Environmental Permitting Services:
 - Approve all contacts with environmental agencies.
 - Provide general philosophies and guidelines of the DEPARTMENT to be used in the fulfillment of this contract. Objectives, constraints, budgetary limitations, and time constraints will be completely defined by the Project Manager.
 - Provide the appropriate signatures on application forms.
- Provide letters of authorization designating the CONSULTANT as an agent of the DEPARTMENT in accordance with F.S. 327.274.
- Provide phase reviews of roadway plans.
- Permit the CONSULTANT to utilize the DEPARTMENT's Data Processing and Computer Services for programs requested by the CONSULTANT and approved by the DEPARTMENT.
- Furnish an approved Environmental Document when available.
- Furnish all future information that may come to the DEPARTMENT during the term of the CONSULTANT's Agreement, which in the opinion of the DEPARTMENT is necessary for the prosecution of the work.
- Furnish available traffic and planning data.
- Furnish all approved utility relocations.
- Provide project utility certification to the DEPARTMENT's Central Office.
- Provide acquisition of any necessary title searches.
- Provide project data currently on file.
- Provide engineering standards and review services.
- Provide all available information in the possession of the DEPARTMENT pertaining to utility companies whose facilities may be affected by the proposed construction.
- Provide all future information that may come to the DEPARTMENT pertaining to subdivision plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right-of-way.
- Provide systems traffic for Projected Design Year, with K, D, and T factors.
- Provide existing right-of-way maps.
- PD&E documents.
- Design Reports

3 PROJECT COMMON and PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 4.0 Roadway Analysis through 32.0 Noise Impact Design Assessment. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Prior to 60% plans and completion of quantities, the DEPARTMENT's Long Range Estimate (L.R.E.) system will be used to produce a conceptual estimate, according to District policy. Once the quantities have been developed (beginning at 60% plans and no later than 90% plans) the CONSULTANT shall be responsible for inputting the pay items and quantities into TRNS*PORT PES (Proposal Estimating System) through the use of the DEPARTMENT's Designer Interface. A Summary of Pay Items sheet shall be prepared with all required Phase II, III, and IV Plans submittals.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

A Technical Special Provision shall not modify the first nine sections of the Standard Specifications and implemented modifications in any way. All modifications to other sections must be justified to the appropriate District Specifications Office to be included in the project's specifications package, typically as special provisions and not as Technical Special Provisions.

The Technical Special Provisions shall be technical in nature and shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the District Specifications Office for initial review at the time of the Phase III plans review submission to the DEPARTMENT's Project Manager. This timing will allow for adequate processing time prior to final submittal. The Technical Special Provisions will be reviewed for suitability in accordance with the Handbook for Preparation of Specification Package. The District Specifications Office will forward the Technical Special Provisions to the District Legal Office for their review and comment. All comments will be returned to the CONSULTANT for correction and resolution. Final Technical Special Provisions shall be electronically signed and sealed in accordance with applicable Florida Statutes.

The CONSULTANT shall contact the appropriate District Specifications Office for details of the current format to be used before starting preparations of Technical Special Provisions.

Field Reviews: Includes all trips required to obtain necessary data for all elements of the

project.

Technical Meetings: Includes meetings with DEPARTMENT and/or Agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, railroad companies, progress review meetings (phase review), and miscellaneous meetings.

Quality Assurance/Quality Control: It is the intention of the DEPARTMENT that design CONSULTANTS are held responsible for their work, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the Plans Preparation Manual, that state and federal design criteria are followed with the DEPARTMENT concept, and that the CONSULTANT submittals are complete.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project. The CONSULTANT shall submit a Quality Control Plan for approval within 20 (twenty) calendar days of the written Notice to Proceed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor that performed the Quality Control review will sign a statement certifying that the review was conducted.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

Independent Peer Review: When directed by the DEPARTMENT, a subconsultant shall perform Independent Peer Reviews.

Supervision: Includes all efforts required to supervise all technical design activities.

Coordination: Includes all efforts to coordinate with all disciplines of the project to produce a final set of construction documents.

Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope.

3.1 Public Involvement

Public involvement is an important aspect of the project development process. Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall continue the public involvement begun in previous studies through implementing the DEPARTMENT's Community Awareness Plan. Property owners adjacent to the project, including those not subject to right-of-way acquisition shall be informed about the project.

3.2 Joint Project Agreements

The CONSULTANT services shall include all coordination, meetings, etc., required to include Joint Project Agreement (JPA) plans (prepared by others) in contract plans package including all necessary revisions/modifications to contract documents to ensure plans compatibility.

3.3 Specifications Package Preparation

The CONSULTANT shall prepare and provide a complete specifications package, including applicable Technical Special Provisions, for all items and areas of work.

The DEPARTMENT will provide the necessary workbook and electronic files, in Microsoft Word 2000 format, for proper completion of the specifications package. The actual work effort will entail utilization of the supplied electronic files, including updates of new files that may be issued from time to time as mandatory specifications changes, and assembling the package in accordance with the DEPARTMENT's Specification Package Preparation Training. The DEPARTMENT may also require inclusion of special provisions necessary to convey particular DEPARTMENT needs.

The Standard Specifications, for Road and Bridge Construction and, Special Provisions or Supplemental Specifications from the applicable workbook of implemented modifications may not be modified unless absolutely necessary to control project-specific requirements. Proposed modifications to these listed documents must be drafted in redline strikethrough format along with justification of the project specific need, and coordinated with the District Specifications Office, who will obtain District Legal input, and approval by the State Specifications Engineer, prior to inclusion in the final project specifications package.

The specifications package must be submitted for initial review to the District Specifications Office at least 30 days prior to the contract package to Tallahassee due date, or sooner if required by the District Specifications Office. This submittal does not require signing and sealing and shall be coordinated through the District's Project Manager. Submittal material shall consist of (1) the complete specifications package, (2) a copy of the marked-up workbook used to compile package, and (3) a copy of the final project plans.

Final submittal of the complete specifications package must occur at least 10 working days prior to the contract package to Tallahassee due date. This submittal shall be electronically signed, dated, and sealed in accordance with applicable Florida Statutes.

3.4 Contract Maintenance

Contract maintenance includes project management effort for complete setup and maintenance of files, developing monthly progress reports, schedule updates, work effort to develop and execute subconsultant agreements, etc.

3.5 Value Engineering (Multi-Discipline Team) Review

The Consultant shall develop the design and contract documents using sound value engineering practices to the fullest extent possible, in order to support appropriate design decisions in producing the contract plans for the most efficient and economical design.

The design for this project will be subjected to a Value Engineering (VE) review. The VE review will be conducted by a multi-disciplined independent team of Department and Consultant personnel for the purpose of the improving the value of the project.

Value Engineering is an event-related activity and should occur at a time when it will provide the greatest opportunity for value improvement, as determined by the Department Project Manager and Value Engineering Coordinator. This opportune time during the design phase of a project will generally fall between completion of Phase I design plans and completion of Phase II design plans, but may occur at anytime during the development of a project.

Activities required by the Consultant in support of the VE team are:

Providing Materials and Information: The Consultant shall allow ample time for the appropriate knowledgeable members of their staff to present current design documentation and data to the VE team, as deemed necessary for an effective project review.

The Consultant Project Manager and other key members of the design team shall meet with the VE team to explain the development of design features and how and why they were selected. The information will be provided in the form of a personal

verbal presentation and the submittal of a package containing current plans and other documentation. This presentation will take place at the location of the VE study and may be followed up with additional meetings, written communications and phone enquiries.

The plans and document packages to be provided shall include at a minimum:

- One copy of all environmental documents
- One copy of the Preliminary Engineering Report
- Three copies of all plan drawings
- One copy of the Drainage Alternatives Report
- One copy of Bridge Development Reports
- One copy of other miscellaneous reports
- Project Cost Estimate

The Project Cost Estimate shall include a tabulation of estimated construction costs for the proposed design. This list shall, at a minimum, contain a breakdown of costs for each major element of the design.

The Consultant shall provide, in the form of a matrix, all criteria and weighted impacts used in arriving at decisions for the selection of specific design features. These criteria must include Safety, Operation, Maintenance and Public Acceptance.

All reports provided by the Consultant will be returned after the VE review has been completed. However copies of plans and drawings may be kept by the VE team.

3.6 Prime Consultant Project Manager Meetings

Includes only the Prime Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3.0 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.7 Post Design Services

Identifying the effort needed for post design services will vary significantly from project to project depending on size and complexity of the project. The approach described herein assists the Department in determining an initial estimate of the work effort needed for the Engineer of Record (EOR) to support the Department in the construction of a project.

With regards to post design services the EOR will be required to respond to any request from the Contractor within 24 hours. This does not mean that the issue will be resolved; it simply means that the EOR has received the request, states an immediate course of action, and begins the communication process.

The activities associated with Post Design Services can be characterized as the following:

Meetings: The EOR is expected to attend all pre-construction meetings as well as those regularly scheduled meetings throughout the construction phase when deemed necessary by the Construction Project Manager.

Construction Assistance: This includes responses to Requests for Information (RFI), interpretation of construction plans and documents, and engineering solutions to changed conditions encountered in the field. Site visits shall be made by the EOR consultant when agreed upon with the Department's Construction Project Manager.

Plan Updates/Changes: This includes effort required to provide revised plan sheets reflecting any changes made during the Right-of-Way Acquisition or Construction phases of a project. During Right-of-Way or Construction phases, the Consultant may be requested by the Department to review proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.

Shop Drawing Review: This includes review of shop drawings and erection plans for all components supplied by the contractor and required by the bid documents. For all independently supported sign structures of which the contractor is responsible, the consultant will review and check all the foundation, sign structure design, and shop drawings submitted by the contractor.

Load Ratings: Projects involving bridges typically have the load rating done during the design phase work. If the as-built bridge complies with the bid documents, the EOR should be willing to certify the load rating performed during design is adequate for the as-built condition of the bridge. However, if the as-built bridge was built in a modified or altered condition from the bid documents an updated load rating may be required. Therefore, during construction the EOR may be asked to perform an updated load rating based on the as-built condition of the bridge. As an aid in the negotiations the Structures Design Office has established guidelines for the development of staff-hours for load rating various bridge types.

Note: All services will be agreed upon by the Department's Construction Project Manager and approved by the Department's Design Project Manager.

3.8 Other Project General Tasks

List Tasks.

4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all

applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

4.1 Typical Section Package

The CONSULTANT shall provide an approved Typical Section Package prior to the Phase I plans submittal date.

4.2 Pavement Design Package

The CONSULTANT shall provide an approved Pavement Design Package in accordance with applicable FDOT pavement design manuals prior to the Phase II plans submittal date. If required, provide an approved Pavement Type Selection Report in accordance with the FDOT Pavement Type Selection Manual and preliminary asphalt and concrete alternative designs.

4.3 Access Management

The CONSULTANT shall incorporate access management standards for each project in coordination with DEPARTMENT staff. The CONSULTANT shall review adopted access management standards and the existing access conditions (interchange spacing, signalized intersection spacing, median opening spacing, and connection spacing). Median openings that will be closed, relocated, or substantially altered shall be shown on plan sheets and submitted with supporting documentation for review with the Phase I plans submittal.

The DEPARTMENT shall provide access management classification information and information derived from PD&E studies and public hearings to be used by the CONSULTANT.

4.4 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, PD&E documents and scope of work.

4.5 Cross Section Design Files

The CONSULTANT shall establish and develop cross section design files in accordance with the CADD manual.

4.6 Traffic Control Analysis

The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction of utilities when the contract includes Joint Project Agreements (JPAs).

The CONSULTANT shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the DEPARTMENT. Prior to proceeding with the Traffic Control Plan, the CONSULTANT shall meet with the appropriate DEPARTMENT personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

4.7 Master TCP Design Files

The CONSULTANT shall develop master Traffic Control Plan (TCP) files (for Level II and Level III only) showing each phase of the Traffic Control Plan.

4.8 Design Variations and Exceptions

If available, the DEPARTMENT shall furnish the Variation/Exception Report. The CONSULTANT shall prepare the documentation necessary to gain DEPARTMENT approval of all appropriate Design Variations and/or Design Exceptions.

4.9 Design Report

The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope.

The CONSULTANT shall submit to the DEPARTMENT design notes, data, and calculations to document the design conclusions reached during the development of the contract plans.

The design notes, data, and computations shall be recorded on size 8½"x11" sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to 8½"x11" size. The data shall be in a hardback folder for submittal to the DEPARTMENT.

4.10 Computation Book and Quantities

The CONSULTANT shall prepare the Computation Book and various summary of quantities sheets. This includes all efforts required to develop the Computation Book and the supporting documentation, including construction days when required.

4.11 Cost Estimate

4.12 Technical Special Provisions

4.13 Other Roadway Analysis

4.14 Field Reviews

4.15 Technical Meetings

4.16 Quality Assurance/Quality Control

4.17 Independent Peer Review

4.18 Supervision

4.19 Coordination

5 ROADWAY PLANS

The CONSULTANT shall prepare Roadway, Drainage, Traffic Control, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

5.1 Key Sheet

5.2 Summary of Pay Items Including Quantity Input

5.3 Drainage Map

5.4 Interchange Drainage Map

5.5 Typical Section Sheets

5.6 General Notes/Pay Item Notes

5.7 Summary of Quantities

5.8 Box Culvert Data Sheet

5.9 Bridge Hydraulics Recommendation Sheets

- 5.10 Summary of Drainage Structures
- 5.11 Optional Pipe/Culvert Material
- 5.12 Project Layout
- 5.13 Plan/Profile Sheet
- 5.14 Profile Sheet
- 5.15 Plan Sheet
- 5.16 Special Profile
- 5.17 Back of Sidewalk Profile Sheet
- 5.18 Interchange Layout Sheet
- 5.19 Ramp Terminal Details (Plan View)
- 5.20 Intersection Layout Details
- 5.21 Miscellaneous Detail Sheets
- 5.22 Drainage Structure Sheet (Per Structure)
- 5.23 Miscellaneous Drainage Detail Sheets
- 5.24 Lateral Ditch Plan/Profile
- 5.25 Lateral Ditch Cross Sections
- 5.26 Retention/Detention Ponds Detail Sheet
- 5.27 Retention Pond Cross Sections
- 5.28 Cross-Section Pattern Sheet
- 5.29 Roadway Soil Survey Sheet
- 5.30 Cross Sections
- 5.31 Traffic Control Plan Sheets
- 5.32 Traffic Control Cross Section Sheets
- 5.33 Traffic Control Detail Sheets

- 5.34 Utility Adjustment Sheets
- 5.35 Selective Clearing and Grubbing
- 5.36 Erosion Control Plan
- 5.37 SWPPP
- 5.38 Project Control Network Sheet
- 5.39 Interim Standards
- 5.40 Utility Verification Sheet (SUE Data)
- 5.41 Quality Assurance/Quality Control
- 5.42 Supervision

6 DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the DEPARTMENT's Drainage Manual.

The CONSULTANT shall coordinate fully with the appropriate permitting agencies and the DEPARTMENT's staff. All activities and submittals should be coordinated through the DEPARTMENT's Project Manager. The work will include the engineering analyses for any or all of the following:

6.1 Determine Base Clearance Water Elevation

Analyze, determine, and document high water elevations which will be used to set roadway profile grade. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters.

6.2 Pond Siting Analysis and Report

Evaluate pond sites using a preliminary hydrologic analysis. Document the results and coordination for all of the project's pond site analyses. The Drainage Manual provides specific documentation requirements.

6.3 Design of Cross Drains

Analyze the hydraulic design of cross drains. Check existing cross drains to determine if they are structurally sound and can be extended. Document the design as required. Determine and provide flood data as required.

6.4 Design of Roadway Ditches

Design roadway conveyance ditches. This includes determining ditch cross sections, grades, selecting suitable channel lining, designing the side drain pipes, and documentation.

6.5 Design of Outfalls

Analyze and document the design of ditch or piped outfalls. (Pond outlet structure included in task 6.6)

6.6 Design of Stormwater Management Facility (Offsite Pond)

Design stormwater management facilities to meet requirements for stormwater quality treatment and attenuation. Develop proposed pond layout (shape, contours, slopes, etc.), perform routing calculations, and design the outlet control structure.

6.7 Design of Stormwater Management Facility (Roadside Ditch as Linear Pond or Infield Pond)

Design stormwater management facilities to meet requirements for stormwater quality treatment and attenuation. Develop proposed pond layout (shape, contours, slopes, etc.), perform routing calculations, and design the outlet control structure.

6.8 Design of Flood Plain Compensation Area

Determine flood plain encroachments, coordinate with regulatory agencies, and develop proposed compensation area layout (shape, contours, slopes, etc.). Document the design following the requirements of the regulatory agency.

6.9 Design of Storm Drains

Develop a "working drainage map", determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine Design Tailwater and, if necessary, outlet scour protection.

6.10 Optional Culvert Material

Determine acceptable options for pipe materials.

6.11 French Drain Design

Design French Drain Systems to provide stormwater treatment and attenuation. Identify location for percolation tests and review these, determine the size and length of French Drains, design the control structure/weir, and model the system of inlets, conveyances, French Drains, and other outfalls using a routing program such as ICPR.

6.12 Drainage Wells

Design the discharge into deep wells to comply with regulatory requirements. Identify the location of the well, design the control structure/weir, and model the system using a routing program such as ICPR.

6.13 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except the Pond Siting Analysis Report and Bridge Hydraulics Report.

6.14 Bridge Hydraulic Report

Calculate hydrology, hydraulics, scour, and deck drainage. Prepare report and the information for the Bridge Hydraulics Recommendation Sheet.

6.15 Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.

6.16 Cost Estimate

6.17 Technical Special Provisions

6.18 Other Drainage Analysis

6.19 Field Reviews

6.20 Technical Meetings

6.21 Quality Assurance/Quality Control

6.22 Independent Peer Review

6.23 Supervision

6.24 Coordination

7 UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring no conflicts exist between utility facilities and the DEPARTMENT's construction project. The CONSULTANT shall certify all utility negotiations have been completed with arrangements made for utility work to be undertaken.

7.1 Kickoff Meeting

Prior to any contact with the UAO(s), the CONSULTANT shall meet with the District Utility Office (DUO) to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with DEPARTMENT procedures. CONSULTANT shall bring a copy of the design project work schedule reflecting utility activities.

7.2 Identify Existing UAO(s)

Identify all utilities in the corridor; check with Maintenance for Permits, Sunshine State One Call, Subsurface Utility Engineering (SUE) Report, Design Location Survey, and Existing Plans.

7.3 Make Utility Contacts

First Contact: Send letters and two sets of plans to each utility, one set for the utility office, one set each to construction and maintenance if required. Includes contact by phone for meeting coordination. Request type, size, location, easements, cost for compensable relocation, and justification for any utility exceptions. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda.

Second Contact: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall transmit two complete sets of Phase II plans to each UAO having facilities located within the project limits, and one set to the DEPARTMENT Offices as required by the District.

Third Contact: Identify agreements and assemble packages. Send agreements, letters and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule. Not all projects will have all contacts as described above.

7.4 Exception Coordination

The CONSULTANT shall be responsible for transmitting/coordinating the appropriate design reports including, but not limited to, the Resurfacing, Restoration and Rehabilitation (RRR) report, Project Scope and/or the Concept Report (if applicable) to each UAO in order to identify any condition that may require a Utility Exception. The CONSULTANT shall coordinate the processing of design exceptions

involving Utilities with the UAO and the DEPARTMENT. Coordinate and process per the UAM.

7.5 Preliminary Utility Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all affected UAO(s) for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information on compensable interest requests, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facilities. The CONSULTANT shall keep accurate minutes and distribute a copy to all attendees.

7.6 Individual/Field Meetings

The CONSULTANT shall meet with each UAO separately throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, optional clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

7.7 Collect and Review Plans and Data from UAO(s)

Make Determinations (Compensable Interest, Easements, Coordinate, Analyze). Ensure information (utility type, material and size) is sent to the designer for inclusion in the plans. Coordinate programming of funds.

7.8 Subordination of Easements Coordination

The CONSULTANT, if requested by the DEPARTMENT, shall transmit to and secure from the UAO the executed subordination agreements prepared by the appropriate DEPARTMENT office. The CONSULTANT shall coordinate with the DUO the programming of the necessary work program funds to compensate the UAO.

7.9 Utility Design Meeting

At a minimum of 3 weeks prior to the meeting, the CONSULTANT shall transmit two complete sets of Phase II plans to each UAO having facilities located within the project limits, and one set to the DEPARTMENT Offices as required by the District. The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss drainage, traffic signalization, maintenance of traffic (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable interest requests, discuss the utility work by highway contractor option with each

utility, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and maintenance of traffic with each UAO. The intent of this meeting shall be to identify and resolve conflicts between utilities and proposed construction prior to completion of the plans, including utility adjustment details. Also recommend resolution between known utility conflicts with proposed construction plans as practical. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees.

7.10 Review Utility Markups and Work Schedules and Processing of Schedules and Agreements

Review utility marked up plans individually as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate DEPARTMENT office(s) for review and comment if required by the District. Coordinate with the District for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s). Coordinate programming of funds.

7.11 Utility Coordination/Followup

This includes follow-up, interpreting plans, and assisting and the completion of the UAO(s) work schedule and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. This task can be applied to all phases of the project.

7.12 Utility Constructability Review

Review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the construction office.

7.13 Additional Utility Services

Preparation and coordination of Utility Design Plans when the DEPARTMENT participates in cost of utility work. This item is not usually included in the scope at the time of negotiation. It is normally added as a supplemental agreement when the need is identified.

7.14 Processing Utility Work by Highway Contractor (UWHC)

Formerly called Utility Joint Participation Agreement (JPA). This includes coordination of utility design effort between the DEPARTMENT and the UAO(s). Determine the DEPARTMENT's cost participation, additional coordination meetings, prepare, negotiate, and process the agreements, review tabulation of quantities, prepare Summary of Pay Items (TRNS*PORT) - UWHC, perform UWHC constructability and bidability review, Technical Special Provisions (TSP) review. This does not include utility design effort. This item is not usually included

in the scope at the time of negotiation. It is normally added as a supplemental agreement when the need is identified.

7.15 Contract Plans to UAO(s)

This includes transmittal of the contract plans as processed for letting. Transmittals to UAO(s) are by certified mail, return receipt requested.

7.16 Certification/Close-Out

This includes hours for transmitting utility files to the DUO and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate DEPARTMENT representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made and no utility work will be involved.

OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

7.17 Other Utilites

8 ENVIRONMENTAL PERMITS

The CONSULTANT shall notify the DEPARTMENT Project Manager, Environmental Permit Coordinator and other appropriate personnel in advance of all scheduled meetings with the regulatory agencies to allow a DEPARTMENT representative to attend. The CONSULTANT shall copy in the Project Manager and the Environmental Permit Coordinator on all permit related correspondence and meetings.

8.1 Preliminary Project Research

The CONSULTANT shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

8.2 Complete Permit Involvement Form

The CONSULTANT shall document permit involvement in coordination with the District Permit Coordinator and DEPARTMENT Project Manager. This is to be done upon completion of preliminary project research.

8.3 Establish Wetland Jurisdictional Lines

The CONSULTANT shall collect all data and information necessary to determine the boundaries of wetlands and surface waters defined by the rules or regulations of each agency processing or reviewing a permit application necessary to construct a DEPARTMENT project.

The CONSULTANT shall be responsible for, but not limited to, the following activities:

Determine landward extent of state waters as defined in Chapter 62-340 FAC as ratified in Section 373.4211 FS

- Determine the jurisdictional boundaries of wetlands and surface waters as defined by rules or regulations of any other permitting authority that is processing a DEPARTMENT permit application.
- Prepare aerial maps showing the jurisdictional boundaries of wetlands and surface waters. Aerial maps shall be reproducible, of a scale no greater than 1"=200' and be recent photography. The maps shall show the jurisdictional limits of each agency. Xerox copies of aerials are not acceptable. All jurisdictional boundaries are to be tied to the project's baseline of survey. When necessary, jurisdictional maps shall be signed and sealed by either a Registered Professional Engineer or a Registered Land Surveyor.
- Acquire written verification of jurisdictional lines from the appropriate environmental agencies.

Prepare a written assessment of the current condition and relative value of the function being performed by wetlands and surface waters. Prepare data in tabular form which includes the ID number for each wetland impacted, size of wetland to be impacted, type of impact and identify any wetland within the project limits that will not be impacted by the project.

8.4 Agency Verification of Wetland Data

The CONSULTANT shall be responsible for verification of wetland data identified in Section 8.3 and coordinating regulatory agency field reviews, including finalization of wetland assessments with applicable agencies.

8.5 Complete and Submit All Required Permit Applications

The CONSULTANT shall prepare permit packages as identified in the Project Description section.

The CONSULTANT shall collect all of the data and information necessary to obtain the environmental permits required to construct a project.

The CONSULTANT shall prepare each permit application for DEPARTMENT approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

- 8.6 Prepare Dredge and Fill Sketches**
- 8.7 Prepare USCG Permit Sketches**
- 8.8 Prepare Easement Sketches**
- 8.9 Prepare Right-of-Way Occupancy Sketches**
- 8.10 Prepare Coastal Construction Control Line (CCCL) Permit Sketches**
- 8.11 Prepare Tree Permit Information**
- 8.12 Mitigation Coordination and Meetings**

The CONSULTANT shall coordinate with DEPARTMENT personnel prior to approaching any environmental permitting or reviewing agencies. Once a mitigation plan has been reviewed and approved by the DEPARTMENT, the CONSULTANT will be responsible for coordinating the proposed mitigation plan with the environmental agencies.

8.13 Mitigation Design

If wetland impacts cannot be avoided, the CONSULTANT shall prepare a mitigation plan to be included as a part of the Environmental Resource or Wetlands Resource Permit applications.

Prior to the development of alternatives, the CONSULTANT shall meet with the Project Manager to determine the DEPARTMENT's policies in proposing mitigation. The CONSULTANT shall proceed in the development of a mitigation plan based upon the general guidelines provided by the DEPARTMENT.

The CONSULTANT will be directed by the DEPARTMENT to investigate the following methods of mitigation:

Payment to DEP/WMD per acre of wetlands impacted as defined in CH 373.4137 FS

- Monetary participation in offsite regional mitigation plans
- Monetary participation in a private mitigation bank
- Creation/restoration on public lands
- Creation/restoration on right-of-way purchased by the DEPARTMENT
- Creation/restoration on existing DEPARTMENT right-of-way

In the event that physical creation or restoration is the only feasible alternative to offset wetland impacts, the CONSULTANT shall collect all of the data and information necessary to prepare alternative mitigation plans that may be acceptable to all permitting agencies and commenting agencies who are processing or reviewing a permit application for a DEPARTMENT project.

Prior to selection of a final mitigation site, the CONSULTANT will provide the following services in the development of alternative mitigation plans:

Preliminary jurisdictional determination for each proposed site

- Selection of alternative sites
- Coordination of alternative sites with the DEPARTMENT/all environmental agencies

Written narrative listing potential sites with justifications for both non-recommended

8.14 Environmental Clearances

The CONSULTANT shall prepare clearances for all pond and/or mitigation sites identified after the PD&E was completed.

Archaeological and Historical Features: The CONSULTANT shall collect data necessary to completely analyze the impacts to all cultural and historic resources by the pond and/or mitigation sites and prepare a Cultural Resource Assessment Request Package.

Wetland Impact Analysis: The CONSULTANT shall analyze the impacts to wetlands for the pond and/or mitigation sites and complete the Wetlands Evaluation Report.

Wildlife and Habitat Impact Analysis: The CONSULTANT shall collect data necessary to perform an Endangered Species Biological Assessment, and analyze the impacts to wildlife and habitat by the pond and/or mitigation sites.

Contamination Impact Analysis: The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for the pond and/or mitigation sites and complete the Contamination Screening Evaluation Report.

8.15 Other Environmental Permits

8.16 Technical Meetings

8.17 Quality Assurance/Quality Control

8.18 Supervision

8.19 Coordination

18 STRUCTURES - MISCELLANEOUS

The CONSULTANT shall prepare plans for Miscellaneous Structure(s) as specified in Section 2.5.

Mast Arms

18.5 Mast Arms

19 SIGNING AND PAVEMENT MARKING ANALYSIS

The CONSULTANT shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

19.1 Traffic Data Analysis

The CONSULTANT shall review the approved preliminary engineering report, typical section package, traffic technical memorandum and proposed geometric design alignment to identify proposed sign placements and roadway markings. Perform queue analysis.

19.2 No Passing Zone Study

19.3 Reference and Master Design File

The CONSULTANT shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

19.4 Multi-Post Sign Support Calculations

The CONSULTANT shall determine the appropriate column size from the DEPARTMENT's Multi-Post Sign Program(s).

19.5 Sign Panel Design Analysis

Establish sign layout, letter size and series for non-standard signs.

19.6 Sign Lighting/Electrical Calculations

Includes the verification of photometrics on lighted, load center and voltage drop calculations.

19.7 Quantities

19.8 Computation Book

- 19.9 Cost Estimates**
- 19.10 Technical Special Provisions**
- 19.11 Other Signing and Pavement Marking Analysis**
- 19.12 Field Reviews**
- 19.13 Technical Meetings**
- 19.14 Quality Assurance/Quality Control**
- 19.15 Independent Peer Review**
- 19.16 Supervision**
- 19.17 Coordination**

20 SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with the Plans Preparation Manual that includes the following.

- 20.1 Key Sheet**
- 20.2 Summary of Pay Items Including CES Input**
- 20.3 Tabulation of Quantities**
- 20.4 General Notes/Pay Item Notes**
- 20.5 Project Layout**
- 20.6 Plan Sheet**
- 20.7 Typical Details**
- 20.8 Guide Sign Work Sheet(s)**
- 20.9 Traffic Monitoring Site**
- 20.10 Cross Sections**
- 20.11 Special Service Point Details**
- 20.12 Special Details**

20.13 Interim Standards

20.14 Quality Assurance/Quality Control

20.15 Supervision

21 SIGNALIZATION ANALYSIS

The CONSULTANT shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

21.1 Traffic Data Collection

The CONSULTANT shall perform all effort required for traffic data collection, including crash reports, 24 hr. machine counts, 8 hr. turning movement counts, 7 day machine counts, and speed & delay studies.

21.2 Traffic Data Analysis

The CONSULTANT shall determine signal operation plan, intersection geometry, local signal timings, pre-emption phasing & timings, forecasting traffic, and intersection analysis run.

21.3 Signal Warrant Study

21.4 Systems Timings

The CONSULTANT shall determine proper coordination timing plans including splits, force offs, offsets, and preparation of Time Space Diagram.

21.5 Reference and Master Signalization Design File

The CONSULTANT shall prepare the Signalization Design file to include all necessary design elements and all associated reference files.

21.6 Reference and Master Interconnect Communication Design File

The CONSULTANT shall prepare the Interconnect Communication Design file to include all necessary design elements and all associated reference files.

21.7 Overhead Street Name Sign Design

The CONSULTANT shall design Signal Mounted Overhead Street Name signs.

21.8 Pole Elevation Analysis

21.9 Traffic Signal Operation Report

(As defined by the District)

21.10 Quantities

21.11 Cost Estimate

21.12 Technical Special Provisions

21.13 Other Signalization Analysis

21.14 Field Reviews

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include, but is not limited to, the following:

Existing Signal and Pedestrian Phasing

- Controller Make, Model, Capabilities and Condition/Age
- Condition of Signal Structure(s)
- Type of Detection as Compared With Current District Standards
- Interconnect Media

Controller Timing Data

21.15 Technical Meetings

21.16 Quality Assurance/Quality Control

21.17 Independent Peer Review

21.18 Supervision

21.19 Coordination

22 SIGNALIZATION PLANS

The CONSULTANT shall prepare a set of Signalization Plans in accordance with the Plans Preparation Manual, which includes the following.

22.1 Key Sheet

22.2 Summary of Pay Items Including CES Input

22.3 Tabulation of Quantities

22.4 General Notes/Pay Item Notes

- 22.5 Plan Sheet
- 22.6 Interconnect Plans
- 22.7 Traffic Monitoring Site
- 22.8 Guide Sign Worksheet
- 22.9 Special Details
- 22.10 Special Service Point Details
- 22.11 Mast Arm/Monotube Tabulation Sheet
- 22.12 Strain Pole Schedule
- 22.13 TCP Signal (Temporary)
- 22.14 Temporary Detection Sheet
- 22.15 Utility Conflict Sheet
- 22.16 Interim Standards
- 22.17 Quality Assurance/Quality Control
- 22.18 Supervision

30 GEOTECHNICAL

The CONSULTANT shall, for each project, be responsible for a complete geotechnical investigation. All work performed by the CONSULTANT shall be in accordance with DEPARTMENT standards, or as otherwise directed by the District Geotechnical Engineer. The District Geotechnical Engineer will make interpretations and changes regarding geotechnical standards, policies and procedures and provide guidance to the CONSULTANT.

Prior to beginning each phase of investigation and after the Notice to Proceed is given, the CONSULTANT shall submit investigation plan for approval and meet with the DEPARTMENT's Geotechnical Engineer or representative to review the project scope and DEPARTMENT requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

The CONSULTANT shall notify the DEPARTMENT in adequate time to schedule a representative to attend all related meetings and field activities.

30.1 Document Collection and Review

CONSULTANT will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, CONSULTANT shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

Roadway

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of Phase IV plans. Rock cores shall be retained as directed in writing by the District Geotechnical Engineer.

Obtain pavement cores as directed in writing by the District Geotechnical Engineer.

If required by the District Geotechnical Engineer, a preliminary roadway exploration shall be performed before the Phase I plans submittal. The preliminary roadway exploration will be performed and results provided to the Engineer of Record to assist in setting roadway grades and locating potential problem areas. The preliminary roadway exploration shall be performed as directed in writing by the District Geotechnical Engineer.

CONSULTANT shall perform specialized field-testing as required by project needs and as directed in writing by the District Geotechnical Engineer.

All laboratory testing and classification will be performed in accordance with applicable DEPARTMENT standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

30.2 Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with DEPARTMENT Geotechnical Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the DEPARTMENT for approval prior to commencing with the boring program.

30.3 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

30.4 MOT Plans for Field Investigation

Coordinate and develop Maintenance of Traffic (MOT) plan. All work zone traffic control will be performed in accordance with the DEPARTMENT's Roadway and Traffic Design Standards Index 600 series.

30.5 Drilling Access Permits

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

30.6 Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the DEPARTMENT's Project Manager.

30.7 Groundwater Monitoring

Monitor groundwater, using piezometers.

30.8 LBR Sampling

Collect appropriate samples for Limerock Bearing Ratio (LBR) testing.

30.9 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

30.10 Soil and Rock Classification - Roadway

Refine soil profiles recorded in the field, based on results of laboratory testing.

30.11 Design LBR

Determine design LBR values from the 90% and mean methods.

30.12 Laboratory Data

Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses.

30.13 Seasonal High Water Table

Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels, if requested.

30.14 Parameters for Water Retention Areas

Calculate parameters for water retention areas, exfiltration trenches, and/or swales.

30.15 Limits of Unsuitable Material

Delineate limits of unsuitable material(s) in both horizontal and vertical directions. Assist the Engineer of Record with detailing these limits on the cross-sections. If requested, prepare a plan view of the limits of unsuitable material.

30.16 ASCII Files for Cross-Sections

Create ASCII files of boring data for cross-sections.

30.17 Embankment Settlement and Stability

Estimate the total magnitude and time rate of embankment settlements. Calculate the factor of safety against slope stability failure.

30.18 Stormwater Volume Recovery and/or Background Seepage Analysis

Perform stormwater volume recovery analysis as directed by the DEPARTMENT.

30.19 Geotechnical Recommendations

Provide geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of any special considerations (i.e. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.) Evaluate and recommend types of geosynthetics and properties for various applications, as required.

30.20 Preliminary Roadway Report and Pavement Evaluation Report

If a preliminary roadway investigation is performed, a preliminary roadway report shall be submitted before the Phase I plans submittal. The purpose of the preliminary roadway report will be to assist in setting road grades and locating potential problems.

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.

Results of all tasks discussed in the previous section (Data Interpretation and Analysis).

- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.

The CONSULTANT will respond in writing to any changes and/or comments from the DEPARTMENT and submit any responses and revised reports.

If a pavement evaluation is performed, the evaluation and report submittal shall be in accordance with Section 3.4 of the Materials Manual: Pavement Coring and Evaluation.

30.21 Final Report

The Final Roadway Report shall include the following:

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.

Results of all tasks discussed in the previous section (Data Interpretation and Analysis).

- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.

The CONSULTANT will respond in writing to any changes and/or comments from the DEPARTMENT and submit any responses and revised reports.

30.22 Auger Boring Drafting

Draft auger borings as directed by the DEPARTMENT.

30.23 SPT Boring Drafting

Draft SPT borings as directed by the DEPARTMENT.

Structures

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of Phase IV plans. Rock cores shall be retained as directed in writing by the District Geotechnical Engineer.

CONSULTANT shall perform specialized field-testing as required by needs of project and as directed in writing by the District Geotechnical Engineer.

All laboratory testing and classification will be performed in accordance with applicable DEPARTMENT standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

The staff hour tasks for high embankment fills and structural foundations for bridges, box culverts, walls, high-mast lighting, overhead signs, mast arm signals, strain poles, buildings, and other structures include the following:

30.24 Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with DEPARTMENT Geotechnical Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the DEPARTMENT for approval prior to commencing with the boring program.

30.25 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

30.26 MOT Plans for Field Investigation

Coordinate and develop MOT plan. All work zone traffic control will be performed in accordance with the DEPARTMENT's Roadway and Traffic Design Standards Index 600 series.

30.27 Drilling Access Permits

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

30.28 Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the DEPARTMENT's Project Manager.

30.29 Collection of Corrosion Samples

Collect corrosion samples for determination of environmental classifications.

30.30 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

30.31 Soil and Rock Classification – Structures (N/A)

30.32 Tabulation of Laboratory Data

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

30.33 Design Groundwater Level for Structures

Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

30.34 Selection of Foundation Alternatives (BDR) (N/A)

30.35 Detailed Analysis of Selected Foundation Alternate(s) (N/A)

30.36 Bridge Construction and Testing Recommendations (N/A)

30.37 Lateral Load Analysis (Optional) (N/A)

30.38 Walls

Provide the design soil profile(s), which include the soil model/type of each layer and all soil engineering properties required by the Engineer of Record for conventional wall analyses and recommendations. Review wall design for geotechnical compatibility and constructability.

Evaluate the external stability of conventional retaining walls and retained earth wall systems. For retained earth wall systems, calculate and provide minimum soil reinforcement lengths versus wall heights, and soil parameters assumed in analysis. Estimate differential and total (long term and short term) settlements.

Provide wall construction recommendations.

30.39 Sheet Pile Wall Analysis (Optional) (N/A)

30.40 Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations (N/A)

30.41 Box Culvert Analysis (N/A)

30.42 Preliminary Report – BDR (N/A)

30.43 Final Report - Bridge and Associated Walls (N/A)

30.44 Final Reports - Signs, Signals, Box Culvert, Walls, and High Mast Lights

The final reports shall include the following:

Copies of U.S.G.S. and S.C.S. maps with project limits shown.

- Summary of structure background data, SCS, USGS, geologic and potentiometric data.
- The results of all tasks discussed in the previous section (Data Interpretation and Analysis).

- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any special provisions required for construction that are not addressed in the DEPARTMENT's Standard specification.

An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

Final reports will incorporate comments from the DEPARTMENT and contain any additional field or laboratory test results, recommended foundation alternatives along with design parameters and special provisions for the contract plans. These reports will be submitted to the District Geotechnical Engineer for review prior to project completion. After review by the District Geotechnical Engineer, the reports will be submitted to the District Geotechnical Engineer in final form and will include the following:

All original plan sheets (11" x 17")

- One set of all plan and specification documents, in electronic format, according to DEPARTMENT requirements
- Two sets of record prints
- Six sets of any special provisions

All reference and support documentation used in preparation of contract plans package

Additional final reports (up to four), aside from stated above, may be needed and requested for the DEPARTMENT's Project Manager and other disciplines.

The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer registered in the State of Florida.

Draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans.

30.45 SPT Boring Drafting

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map as directed by the DEPARTMENT. Soil symbols must be consistent with those presented in the latest Florida Department of Transportation Soils and Foundations Handbook.

30.46 Other Geotechnical

Define

30.47 Technical Special Provisions

30.48 Field Reviews

Identify and note surface soil and rock conditions, surface water conditions and locations, and preliminary utility conflicts. Observe and note nearby structures and foundation types.

30.49 Technical Meetings

30.50 Quality Assurance/Quality Control

30.51 Supervision

30.52 Coordination

30.53 Optional Preliminary Contamination Assessment

When required, all work shall be performed in accordance with current Florida Department of Environmental Regulation (DER) and Federal OSHA and EPA standards. The following work shall be included, but not limited to:

A minimum of four borings will be required per site.

- Soil gas analysis will be required by use of a flame ionization detector; e.g. Organic Vapor Analyzer (OVA).
- Installation of monitoring wells may be required.
- Water sampling and laboratory analysis may be required. The State of Florida Department of Health shall certify the laboratory performing the analysis.

Four copies of the draft PCA report will be required for review and comment by the DEPARTMENT. After comments have been addressed, six signed and sealed copies of the final PCA report shall be submitted to the DEPARTMENT. Copies of all documents will be additionally transmitted to the DEPARTMENT in electronic format in accordance with the DEPARTMENT's current standards.

34 INVOICING LIMITS

Payment for the work accomplished will be in accordance with Method of Compensation of this contract. Invoices shall be submitted to the DEPARTMENT, in a format prescribed by the DEPARTMENT. The DEPARTMENT Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the DEPARTMENT.

The CONSULTANT will provide a list of key events and the associated total percentage of work considered to be complete at each event. This list will be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the DEPARTMENT.

EXHIBIT A-3

**SCOPE OF SERVICES
PHASE III – POST DESIGN SERVICES**

County Project Number: *PS-2825-07/BHJ*
County CIP Number: *00205304*
Financial Project ID: *240233-4*
Description: *SR 434 from Rangeline Rd to CR 427 in Seminole County*

1	PURPOSE	1
2	POST DESIGN SERVICES	1
2.1	Plans and Right of Way Documents Update and Maintenance	1
2.2	Construction Assistance	1
2.3	Permit Updates	2
2.4	Review Structural Shop Drawings	2
2.5	Survey Update	2
2.6	Web Site Updates (N/A)	2
2.7	Newsletters	2
3	INVOICING LIMITS	2

**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
HIGHWAY AND BRIDGE FINAL DESIGN & PERMITTING**

This Exhibit forms an integral part of the agreement between the Seminole County Board of County Commissioners (hereinafter referred to as the COUNTY) and XXXX (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

County Project Number: *PS-2825-07/BHJ*
County CIP Number: *00205304*
Financial Project ID: *240233-4*
Description: *SR 434 from Rangeline Rd to CR 427 in Seminole County*

1 PURPOSE

At the COUNTY's option, the CONSULTANT may be requested to provide post design services. The purpose is to achieve quality post design services from competent professionals in order to satisfactorily complete construction. These services are intended to address changed conditions or services not covered that occur following acceptance of final plans, including changes required as part of right of way acquisition. These services are not intended for instances of CONSULTANT error and/or omissions.

2 POST DESIGN SERVICES

The following descriptions provide a non-exclusive summary of the specific tasks within this Scope-of-Services and are the minimum criteria for project performance and execution. The COUNTY will issue work orders on an as needed basis. The CONSULTANT is responsible to provide the following required professional services as requested:

2.1 Plans and Right of Way Documents Update and Maintenance

The CONSULTANT shall perform engineering analyses and/or make revisions to the plans, right of way maps, legal descriptions and special provisions, as requested by the COUNTY and the DEPARTMENT, to reflect additions, deletions and/or modifications prior to and subsequent to construction advertising. Whenever the plans or Right of Way Maps are revised, the CONSULTANT shall submit two (2) sets of signed and sealed half size prints of the revised sheets and one (1) set of the revised reproducibles. The Right of Way maps and drainage maps will be full size.

2.2 Construction Assistance

The CONSULTANT shall 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 shall respond in a timely manner with suitable engineering solutions which take into account the changed conditions.

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

From time to time 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.

2.3 Permit Updates

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

2.4 Review Structural Shop Drawings

The CONSULTANT shall review structural shop drawings during construction as needed.

2.5 Survey Update

If requested, the CONSULTANT shall provide additional field survey updates prior to and during the construction contract.

2.6 Web Site Updates (N/A)

The CONSULTANT will maintain and update as needed the web site previously developed for this project. The web site will include information such as the project scope, schedule and progress.

2.7 Newsletters

The CONSULTANT will prepare and send out newsletters to inform the public of when construction will begin, general project information, and construction contacts. The newsletter will be sent to all those on the mailing list.

3 INVOICING LIMITS

Payment for the work accomplished will be in accordance with Method of Compensation of this contract. Invoices shall be submitted to the COUNTY, in a format prescribed by the COUNTY. The COUNTY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.

The CONSULTANT will provide a list of key events and the associated total percentage of work considered to be complete at each event. This list will be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the COUNTY.

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

WORK ORDER

Work Order Number: _____

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

Consultant:
Address:

ATTACHMENTS TO THIS WORK ORDER:

- drawings/plans/specifications
- scope of services
- special conditions
- _____

METHOD OF COMPENSATION:

- fixed fee basis
- time basis-not-to-exceed
- time basis-limitation of funds
- retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed by _____ of the effective date of this agreement. Failure to meet the completion date shall be grounds for Termination of both the Work Order and the Master Agreement for Default.

Work Order Amount: _____ DOLLARS (\$_____)

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

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst)

By: _____

(Procurement Analyst)

Date: _____

As authorized by Section 8.153 Seminole
County Administrative Code.

OC # _____ ON # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this work order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT'S compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT'S compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

Exhibit "C"



Horizon Engineering Group
2500 Maitland Center Parkway, Suite 300
Maitland, FL 32751
Ph: 407.644.7755 Fx: 407.644.7855

Contract No.: PS-2825-07/BHJ

**Project Description: SR 434 From Central Fla. Pkwy to CR 427
Intersection improvements**

RATES - PRIMARY AGREEMENT

Date: 04/15/08

<u>Labor Category</u>	<u>Raw Hourly Rate</u>	<u>Multiplier</u>	<u>Billing Rate</u>
Project Manager	\$ 48.07	2.91	\$ 139.88
Senior Engineer	\$ 51.68	2.91	\$ 150.39
Project Engineer	\$ 33.73	2.91	\$ 98.15
Designer/Technician	\$ 29.69	2.91	\$ 86.40
Secretarial/Clerical	\$ 15.00	2.91	\$ 43.65

Exhibit "D"

Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS-2825-07/BHJ – Preliminary Engineering and Final Design Services for SR 434 Intersection Improvements – Rangeline Road to CR 427 are accurate, complete, and current as of April 4, 2008 (Date)*.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm Horizon Engineering Group

Signature Scott Seck

Name Scott Seck
(Print or Type)

Title Vice-President
(Print or Type)

Date of execution** April 4, 2008

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

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

(End of certificate)

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: RFP-600367-08/GGM-Temporary Personnel Services for ITS Department

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Gladys Marrozos

EXT: 7110

MOTION/RECOMMENDATION:

Award RFP-600367-08/GGM – Temporary Personnel Services for ITS Department to Cyberbest Technology, Inc., Orlando; Robert Half International, Orlando; and TEK Systems, Orlando.

County-wide

Ray Hooper

BACKGROUND:

RFP-600367-08/GGM will provide for temporary personnel services to provide qualified personnel for Information Technology Services Department on an as needed basis. The project will cover positions such as Business Process Analyst; Project Manager; Senior Software Developer; Software Developer and Support Analyst. The County will consider qualifications of personnel based on knowledge of industry standard software development life cycle; knowledge of software development languages and web development tools; and ability to analyze, design, development, test, and deploy an application from conception to implementation.

This project was publicly advertised and the County received seventeen (17) submittals in response to the solicitation. The Review Committee, which consisted of Melvin Barnes, Information Technologies/Program Manager II; Jacqui Greaves, Information Technologies/Program Manager I; Linda Moore, Information Technologies/Division Manager; and Chris Pedersen, Information Technologies/Program Manager II, evaluated the responses. Consideration was given to the past performance, qualifications/resumes and fee schedules.

The Review Committee recommends award of the project to Cyberbest Technology, Inc., Orlando; Robert Half International, Orlando; and TEK Systems, Orlando. Authorization for performance of services by the contractors under these agreements shall be in the form of written Release Orders issued and executed by the County. The County will request resumes from personnel agencies approved under this project on an as needed basis. The temporary personnel will be determined based on specific project qualifications. The estimated annual usage of these agreements is \$500,000. These agreements shall take effect on the date of execution by the County and shall run for a period of one (1) year and at the sole option of the County and may be renewed for four (4) successive periods not to exceed one (1) year each. Supporting documents include the tabulation sheet, Review Committee consensus form and agreements as prepared by the County Attorney's Office.

STAFF RECOMMENDATION:

Staff recommends the Board to award RFP-600367-08/GGM – Temporary Personnel Services for ITS Department to Cyberbest Technology, Inc., Orlando; Robert Half International, Orlando; and TEK Systems, Orlando.

ATTACHMENTS:

1. Tabulation Sheet
2. Cyberbest Technologies, Inc - Agreement
3. Robert Half International - Agreement
4. TEK Systems - Agreement
5. Evaluation Summary and Concensus Ranking

Additionally Reviewed By:

County Attorney Review (Ann Colby)

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

RFQ NUMBER: RFQ-600367-08/GGM

RFQ TITLE: Temporary Personnel Services Agreement

DUE DATE: March 26, 2008 @ 2:00pm

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

PAGE: 1 of 2

Response 1	Response 2	Response 3	Response 4	Response 5
<p>Adil Business Systems Inc. 167 Madison Ave, Ste 305 New York, NY 10016</p> <p>(800)250-9155 (Phone) (800)821-0887 (Fax)</p> <p>Contact: Mehul Unadkat</p>	<p>Candotech Consulting, Inc 1034 High Meadow Drive Tallahassee, FL 32311</p> <p>(850)219-8887 (Phone) (850)219-8890 (Fax)</p> <p>Contact: Raja Shekhar</p>	<p>Ciber, Inc 201 E. Pine Street, Suite 300 Orlando, FL 32801</p> <p>(407)563-6550 (Phone) (407)563-6526 (Fax)</p> <p>Contact: Rich Schulz</p>	<p>Cyberbest Technology, Inc 604 Coutland Street Orlando, FL 32804</p> <p>(407)664-3520 ext: 22 (Phone) (407)644-3525 (Fax)</p> <p>Contact: Prasad Valay</p>	<p>Express Personnel 300 St. Laurent Street Ste 120 Longwood, FL 32750</p> <p>(407)331-1506 (Phone) (407)331-1536 (Fax)</p> <p>Contact: Robert Grey</p>
Response 6	Response 7	Response 8	Response 9	Response 10
<p>Kelly Services, Inc. 258 Southhall Lane, Ste 130 Maitland, FL 32751</p> <p>(407)475-7180 (Phone) (407)475-7192 (Fax)</p> <p>Contact: Eric Benitez</p>	<p>Materials Software System Inc 11513 Allecingie Pkwy Richmond, VA 23235</p> <p>(804)272-0081 (Phone) (804)272-8082 (Fax)</p> <p>Contact: Lalitha Mandalika</p>	<p>Military Employment Servicess Group, LLC 5809 S. Dale Mabry Hwy Tampa, FL 33611</p> <p>(813)927-0309 (Phone) (813)839-2551 (Fax)</p> <p>Contact: Chris Hadsall</p>	<p>Moten Tate, Inc. 390 N. Orange Ave, Ste 1890 Orlando, FL 32801</p> <p>(407)843-3277 (Phone) (407)843-3814 (Fax)</p> <p>Contact: Kenneth Moten</p>	<p>PMH Resources, Inc. 250 International Pkwy Ste, 143 Lake Mary, FL 32746</p> <p>(407)710-800 (Phone) (407)710-8001 (Fax)</p> <p>Contact: Grant A. Derner</p>

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

RFQ NUMBER: RFQ-600367-08/GGM

RFQ TITLE: Temporary Personnel Services Agreement

DUE DATE: March 26, 2008 @ 2:00pm

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PAGE: 2 of 2

Response 11	Response 12	Response 13	Response 14	Response 15
RadGov 1500 W Cypress Creek Rd, Ste 415 Fort Lauderdale, FL 33309 (954)938-2800 (Phone) (954)938-2004 (Fax) Contact: Vinod Reddi	Robert Half International, Inc 301 E Pine Street, Ste 200 Orlando, FL 32801 (407)426-9438 (Phone) (407)246-0652 (Fax) Contact: William Pepper	SunPlus Data Group, Inc 3781 Presidential Pkwy Ste, 132 Atlanta, GA 30340 (770)455-3264 (Phone) (770)455-3265 (Fax) Contact: Sunny Duddilla	TEK Systems 3501 Quadrangle Blvd Ste, 105 Orlando, FL 32817 (407)736-8500 (Phone) (407)736-8590 (Fax) Contact: Scott Farber	TRC Staffing Services 6767 N Wickham Rd Ste 400 Melbourne, FL 32940 (407)260-5100 (Phone) (407)260-2506 (Fax) Contact: Joseph J. Nicolosi

Response 16	Response 17
Vitaver & Associates 2385 Executive Center Drive #100 Boca Raton, FL 33431 (954)382-0072 (Phone) (866) 251-8396 (Fax) Contact: Mary Vitaver	Volt Technical Resources 2487 Aloma Avenue Ste 200 Winter Park, FL 32792 (407)681-8850 (Phone) (407)681-8851 (Fax) Contact: Robert A. Johns

Page 2 of 2

Tabulated by: Gladys Marrozos, Procurement Analyst – (Posted 3/27 /08)
Evaluation Committee Meeting: March 31, 2008 @ 8:00 am
Evaluation Committee Meeting rescheduled to: April 10, 2008 @ 11:00 am
Recommendation of award: Robert Half; Cyberbest Tech; and TEK Systems – (Posted 4/10/2008)

**TEMPORARY PERSONNEL SERVICES AGREEMENT
(RFP-600367-08/GGM)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CYBERBEST TECHNOLOGY, INC.**, duly authorized to conduct business in the State of Florida, whose address is 604 Courtland Street, Suite 121, Orlando, Florida 32804-1318, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONTRACTOR to provide temporary personnel services for the Information Technology Services Department in Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to furnish temporary personnel services to COUNTY and desires to provide its services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services and perform those tasks as further described in the Scope of Services and Performance Work Statement attached hereto and incorporated herein as Exhibit A. CONTRACTOR shall also be bound by all requirements contained in the solicitation package and all addenda thereto.

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONTRACTOR under this Agreement

shall be in the form of written Release Orders issued and executed by COUNTY.

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement fees as indicated in Exhibit B, attached hereto. CONTRACTOR shall perform all work required by the Scope of Services, but in no event shall CONTRACTOR be paid more than the negotiated fee amounts stated above.

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

(c) The total amount of compensation paid annually to the CONTRACTOR pursuant to this Agreement shall not exceed the amount budgeted by the COUNTY for temporary personal services for the Information Technology Services Department.

SECTION 4. BILLING AND PAYMENT.

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

- (1) The name and address of CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by CONTRACTOR for all services performed by CONTRACTOR during that month and for which COUNTY is being 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 COUNTY from time to time.

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

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

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

Seminole County Information Technology Services Department
1101 E. First Street
Sanford, Florida 32771

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

SECTION 5. AUDIT OF RECORDS.

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

(b) CONTRACTOR shall establish and maintain a reasonable accounting system which enables ready identification of CONTRACTOR's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this Agreement. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the

CONTRACTOR or its subcontractors as required to comply with this Section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR's place of business. The right to audit shall include the CONTRACTOR's subcontractors used to procure goods or services under this Agreement. CONTRACTOR shall ensure the COUNTY has these same rights with subcontractor(s) and suppliers.

(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 this Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 6. RESPONSIBILITY OF CONTRACTOR.

(a) CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its services. 

(b) Neither COUNTY's review, approval, 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 CONTRACTOR shall be and remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONTRACTOR's performance of any of the services furnished under this Agreement.

SECTION 7. BACKGROUND CHECKS AND DRUG SCREENINGS.

(a) Two (2) levels of background checks shall be performed by the CONTRACTOR on any temporary personnel it assigns to work for the COUNTY at any time. The Information Technology Services Department shall indicate which background check is appropriate for the position being filled and shall include the description and cost of the background

check as a line item on the delivery order.

Level One. The Level One background check shall include the following information from the past five (5) years:

Identification verification;
Selective Service Status (registered/unregistered);
Florida Department of Law Enforcement (FDLE) Automated Criminal Record;
Clerk of Courts by County of residence;
State Attorney's Office;
Employment verification;
Department of Motor Vehicles (DMV) by State of residence;
Military service verification;
Professional License and Certification check.

Level Two. The Level Two background check shall include all of the Level One checks with the addition of the following for the past ten (10) years:

Fingerprint check;
Credit/fraud check.

All background checks shall be accomplished and submitted to the authorized COUNTY representative within five (5) working days from request to supply candidates. 

Background checks shall be re-performed on any temporary employee who has not worked on a COUNTY assignment for more than ninety (90) days. It is the responsibility of the vendor to track the assignments at the COUNTY for each of their employees to insure compliance with this requirement.

(b) The following drug screen shall be performed by the CONTRACTOR on any temporary personnel it assigns to work for the COUNTY at any time: Five panel drug screen to include amphetamines, cocaine metabolites, marijuana metabolites, opiate metabolites and phencyclidine.

All drug screens shall be accomplished and submitted to the authorized COUNTY representative within forty-eight (48) hours from request to supply candidates.

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for one (1) year. At the option of the parties, this Agreement may be extended for four (4) additional one (1) year terms.

SECTION 9. TERMINATION.

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

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

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

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

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to, acts of God

or of the public enemy, acts of 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 CONTRACTOR.

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

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, 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. CONTRACTOR warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide

employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this 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 CONTRACTOR, 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, CONTRACTOR must secure the prior written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 14. INDEMNIFICATION OF COUNTY.

(a) CONTRACTOR agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR whether caused by CONTRACTOR or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

(b) The provisions of Florida Statue 768.28 applicable to Seminole County, Florida apply in full to this Agreement. Any legal

actions to recover monetary damages in tort for injury or loss of property, personal injury or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

(c) The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

(d) Provided, however, if the Agreement between the COUNTY and the CONTRACTOR is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the CONTRACTOR to defend, indemnify or hold harmless the COUNTY shall be limited to  an obligation to indemnify or hold harmless the COUNTY, its officers and employees from liability damages, losses and costs, including but not limited to reasonable attorneys fees, to the extent caused by the negligence, reckless or intentionally wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

SECTION 15. INSURANCE.

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

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability and Business Auto). COUNTY, its officials, officers,

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

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

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

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR'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: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at CONTRACTOR'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 this Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR

and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

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

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

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

\$100,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition

of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

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

LIMITS

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

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



(4) Business Auto Policy

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

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

maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

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

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000.00

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

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability ~~required~~ by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

SECTION 16. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or

otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

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

SECTION 17. REPRESENTATIVE OF COUNTY AND CONTRACTOR.

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

(b) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR 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 co-partners between the parties or as constituting CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an independent CONTRACTOR with respect to all services performed under this Agreement.

SECTION 21. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment com-

pensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

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

SECTION 23. PUBLIC RECORDS LAW. CONTRACTOR 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. CONTRACTOR 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, 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:

Information Technology Services Department
1101 E. First Street
Sanford, FL 32771

For CONTRACTOR:

Cyberbest Technology, Inc.
604 Courtland Street, Suite 121
Orlando, Florida 32804-1318

SECTION 25. RIGHTS AT LAW RETAINED. The rights and remedies of 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, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. CONFLICT OF INTEREST.

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

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

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

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

ATTEST:

CYBERBEST TECHNOLOGY, INC.

, Secretary

By: _____
, President

[CORPORATE SEAL]

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
4/15/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-600367 CYBERBEST.doc



Attachment:

- Exhibit A - Scope of Services
- Exhibit B - Rate Schedule

EXHIBIT "A"

Section 1 – General Description of Services

Scope of Work: A Temporary Personnel Services to provide qualified personnel for Information Technology Services on an as needed basis. Qualifications must include the following:

- Knowledge of industry standard software development life cycle.
- Knowledge of software development languages and web development tools.
- Ability to analyze, design, development, test, and deploy an application from conception to implementation.
- Fill qualified positions as detailed in the following job descriptions:
 1. Business Process Analyst
 2. Project Manager
 3. Senior Software Developer
 4. Software Developer
 5. Support Analyst

Normal working hours in Seminole County are 8:00 am to 5:00 pm Monday thru Friday. However, working hours and days may vary depending upon departmental requirements.

Agency shall insure that all temporary personnel filling the requirements of this contract report to their workplace dressed in the proper attire for the position being filled.

Any Temporary Personnel may be hired by the County on a part-time or full-time basis after (90) days of continuous temporary employment without a fee paid to the providing agency.

The County shall have the right of approval and refusal of any Temporary Personnel. In the instance of an unsatisfactory or unqualified person being assigned, that person may be dismissed from his/her duties immediately and if deemed necessary escorted from County property. If dismissed before commencing work, billing for those Temporary Personnel shall not be accepted.

Temporary Personnel may be dismissed from his/her assignment for infractions including, but not limited to; use of alcohol or controlled substances while on duty, using profanity or being verbally abusive, disobedience of reasonable directions given by Seminole County personnel, violation of safety rules and regulations and misuse of County property.

No Temporary Personnel shall operate a County owned motor vehicle on any public roadway.

Software Developer

General Functions

- Ability to multi-task.
- Communicates effectively both orally and in writing.
- Develops effective systems to meet the identified requirements of user departments.
- Designs, develops, documents, and tests programming.

Minimum Qualifications

- Bachelor's Degree in Information Technology or equivalent.
- Two (2) years of programming experience, or an equivalent combination of education and experience.
- Or a combination of related experience and education.

Technical Requirements

- Knowledge of systems and programming techniques in an interactive environment.
- Experience in web application development using Visual Basic, ASP.Net, AJAX, SQL Server, and Crystal Reports.
- PC software skills including knowledge of Microsoft Access, Word, Excel and Outlook.
- Knowledge of software for word processing, database, and web development, graphic design and web monitoring tools.
- Knowledge of web server software such as IIS.

Senior Software Developer

General Functions

- Ability to multi-task.
- Communicates effectively both orally and in writing.
- Maintains regular customer contact to ensure awareness of information system needs and cyclic requirements, and offers improvements utilizing new technology solutions.
- Evaluates user requests for new or modified applications and programs to determine feasibility, cost, and time requirements, compatibility with current systems, and computer capabilities.
- Develops effective systems to meet the identified requirements of user departments.
- Performs system planning, database design, specification design, and design layouts of computer programs.

Minimum Qualifications

- Bachelor's Degree in Information Technology or equivalent.
- Five (5) years of programming experience, or an equivalent combination of education and experience.
- Or a combination of related experience and education.

Technical Requirements

- Considerable knowledge of systems and programming techniques in an interactive environment.
- Experience in web application development using Visual Basic, ASP.Net, AJAX, SQL Server, and Crystal Reports.
- PC software skills including knowledge of Microsoft Access, Word, Excel and Outlook.
- Knowledge of software for word processing, database, and web development, graphic design and web monitoring tools.

- Knowledge of network Internet security procedures and methods and of operating characteristics, capabilities and limitations of local and wide area networks, computer equipment and operating systems.
- Knowledge of configuration of services and development tools residing on servers.
- Knowledge of GIS file formats and mapping products.
- Knowledge of web server software such as IIS.

Support Analyst

General Functions

- Ability to multi-task.
- Excellent verbal and written communications skills.
- Ability to interpret and analyze computer error messages.
- Coordination and/or facilitation of training classes.
- Providing application customer support, training, application testing and quality assurance testing; preparation of effective technical documents and training materials.
- Design and creation of reports.
- Coordination of application implementations.

Minimum Qualifications

- Associate's Degree in Information Technology or equivalent.
- Two (2) years of related experience, or equivalent combination of education and experience.
- Or a combination of related experience and education.

Technical Requirements

- Provide in-depth knowledge of systems, applications, business practices and procedures, computer programming and data processing fundamentals.
- Strong ability with database analysis using SQL.
- Possess a thorough knowledge of integration testing and quality assurance testing of applications.
- PC software skills including knowledge of Microsoft Access, Word, Excel and Outlook.
- Management of software configurations such as security, workflow and others.

Business Process Analyst

General Functions

- Leverage robust business management techniques to develop/maintain IT and enterprise process architecture.
- Perform valid and reliable research to baseline existing processes and utilize advanced process tools to measure, analyze, improve, and control new/re-tooled processes.
- Must possess the ability to translate the "needs of the customer" and the "voice of the business" into lean processes that satisfy both.
- Serve as a liaison between business units, technology teams, and support teams.
- Facilitate stakeholder teams to develop "best in class" processes that add value to county services and result in measurable successes.

Minimum Qualifications

- Masters certificate or certification in business process management or analysis.
- Bachelor's Degree in Information Technology or equivalent.
- Two (2) years of related experience, or equivalent combination of education and experience.
- Or a combination of related experience and education.

Minimum Qualifications

- Documented success in applying business process management tools (TQM, Six Sigma, Lean, BPM, etc...) to complex IT and "end to end" projects.
- Demonstrated technical writing skills.
- Foundational understanding of Information Technology development and operational processes.
- Strong analytical and product management skills.
- Formal training in business process management, including workflow analysis.
- Ability to lead and communicate professionally with multi-level, interdepartmental teams.
Preferred
- Masters certificate or certification in business process management or analysis.
- An applied understanding of ITIL standards.
- Experience in PMI based project management.

Project Manager

General Functions

- Plan/manage the delivery of IT systems and departmental solutions, including associated application technical support services in support of business objectives and ongoing operations.
- Responsibilities include systems and project planning, estimating, execution, monitoring, and close out phases via a formal project management process.
- Deliverables include managing simultaneous projects while meeting/exceeding schedule, scope, and cost targets.
- Work closely with functional teams to ensure the efficiency and effectiveness of systems solutions deployed.
- Responsible for application staff development and technology vendor relationship management.

Minimum Qualifications

- Project Management Professional (PMP) certification.
- Bachelor's Degree in Information Technology or equivalent.
- Two (2) years of related experience, or equivalent combination of education and experience.
- Or a combination of related experience and education.

Minimum Qualifications

- Demonstrated knowledge of PMI based project management concepts.
- An established record of successes in managing complex IT projects.
- Formal project management training.
- Excellent organizational communication skills.
- Excellent facilitative leadership skills.
- Ability to meet/exceed stretch objectives within compressed timelines.
- An applied understanding of ITIL standards.
- Experience in business process management.

EXHIBIT "B"

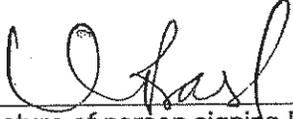
Price proposal Forms

PROJECT: Temporary Personnel Services Agreement

COUNTY CONTRACT NO. RFP-600367-08/GGM

DESCRIPTION	HOURLY RATE	ESTIMATED USAGE	ANNUAL PRICE
Support Analyst	50.00	2080	104,000.00
Software Developer	55.00	2080	114,400.00
Sr. Software Developer	65.00	2080	135,200.00
Project Manager	85.00	2080	176,800.00
Business Process Analyst	75.00	2080	156,000.00
		TOTAL ESTIMATED BID	686,400.00

CyberBest Technology Inc.
(Name of PROPOSER)


(Signature of person signing FORM)

TAX EXEMPTION NUMBERS

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

Board of County Commissioners
 Seminole County, Florida
PURCHASE ORDER

Page 1

ORDER NUMBER:

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

SHEET NO. _____

COUNTY SERVICES BUILDING
 1101 EAST FIRST STREET
 SANFORD FL 32771

VENDOR _____

ORDER TYPE _____

ORDER DATE _____

REQ. NUMBER _____

ANALYST _____

VENDOR NUMBER _____

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

DELIVERY _____

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
					

REQUESTING DEPT/DIV _____

TOTAL AMOUNT _____

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

SUBMIT ALL INVOICES IN DUPLICATE TO:
 CLERK - B.C.C. FINANCE DIVISION
 POST OFFICE BOX 8080
 SANFORD, FL 32772-0869
 Accts. Payable Inquiries - Phone (407) 665-7681

 PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE
 for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

**TEMPORARY PERSONNEL SERVICES AGREEMENT
(RFP-600367-08/GGM)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **ROBERT HALF INTERNATIONAL**, duly authorized to conduct business in the State of Florida, whose address is 301 E. Pine Street, #200, Orlando, Florida 32801, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONTRACTOR to provide temporary personnel services for the Information Technology Services Department in Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to furnish temporary personnel services to COUNTY and desires to provide its services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services and perform those tasks as further described in the Scope of Services and Performance Work Statement attached hereto and incorporated herein as Exhibit A. CONTRACTOR shall also be bound by all requirements contained in the solicitation package and all addenda thereto.

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONTRACTOR under this Agreement

shall be in the form of written Release Orders issued and executed by COUNTY.

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement fees as indicated in Exhibit B, attached hereto. CONTRACTOR shall perform all work required by the Scope of Services, but in no event shall CONTRACTOR be paid more than the negotiated fee amounts stated above.

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

(c) The total amount of compensation paid annually to the CONTRACTOR pursuant to this Agreement shall not exceed the amount budgeted by the COUNTY for temporary personal services for the Information Technology Services Department.

SECTION 4. BILLING AND PAYMENT.

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

- (1) The name and address of CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by CONTRACTOR for all services performed by CONTRACTOR during that month and for which COUNTY is being 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 COUNTY from time to time.

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

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

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

Seminole County Information Technology Services Department
1101 E. First Street
Sanford, Florida 32771

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

SECTION 5. AUDIT OF RECORDS.

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

(b) CONTRACTOR shall establish and maintain a reasonable accounting system which enables ready identification of CONTRACTOR's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this Agreement. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the

CONTRACTOR or its subcontractors as required to comply with this Section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR's place of business. The right to audit shall include the CONTRACTOR's subcontractors used to procure goods or services under this Agreement. CONTRACTOR shall ensure the COUNTY has these same rights with subcontractor(s) and suppliers.

(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 this Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 6. RESPONSIBILITY OF CONTRACTOR.

(a) CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its services. 

(b) Neither COUNTY's review, approval, 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 CONTRACTOR shall be and remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONTRACTOR's performance of any of the services furnished under this Agreement.

SECTION 7. BACKGROUND CHECKS AND DRUG SCREENINGS.

(a) Two (2) levels of background checks shall be performed by the CONTRACTOR on any temporary personnel it assigns to work for the COUNTY at any time. The Information Technology Services Department shall indicate which background check is appropriate for the position being filled and shall include the description and cost of the background

check as a line item on the delivery order.

Level One. The Level One background check shall include the following information from the past five (5) years:

Identification verification;
Selective Service Status (registered/unregistered);
Florida Department of Law Enforcement (FDLE) Automated Criminal Record;
Clerk of Courts by County of residence;
State Attorney's Office;
Employment verification;
Department of Motor Vehicles (DMV) by State of residence;
Military service verification;
Professional License and Certification check.

Level Two. The Level Two background check shall include all of the Level One checks with the addition of the following for the past ten (10) years:

Fingerprint check;
Credit/fraud check.

All background checks shall be accomplished and submitted to the authorized COUNTY representative within five (5) working days from request to supply candidates. 

Background checks shall be re-performed on any temporary employee who has not worked on a COUNTY assignment for more than ninety (90) days. It is the responsibility of the vendor to track the assignments at the COUNTY for each of their employees to insure compliance with this requirement.

(b) The following drug screen shall be performed by the CONTRACTOR on any temporary personnel it assigns to work for the COUNTY at any time: Five panel drug screen to include amphetamines, cocaine metabolites, marijuana metabolites, opiate metabolites and phencyclidine.

All drug screens shall be accomplished and submitted to the authorized COUNTY representative within forty-eight (48) hours from request to supply candidates.

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for one (1) year. At the option of the parties, this Agreement may be extended for four (4) additional one (1) year terms.

SECTION 9. TERMINATION.

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

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

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

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

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to, acts of God

or of the public enemy, acts of 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 CONTRACTOR.

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

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, 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. CONTRACTOR warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide

employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this 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 CONTRACTOR, 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, CONTRACTOR must secure the prior written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 14. INDEMNIFICATION OF COUNTY.

(a) CONTRACTOR agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR whether caused by CONTRACTOR or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

(b) The provisions of Florida Statue 768.28 applicable to Seminole County, Florida apply in full to this Agreement. Any legal

actions to recover monetary damages in tort for injury or loss of property, personal injury or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

(c) The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

(d) Provided, however, if the Agreement between the COUNTY and the CONTRACTOR is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the CONTRACTOR to defend, indemnify or hold harmless the COUNTY shall be limited to  an obligation to indemnify or hold harmless the COUNTY, its officers and employees from liability damages, losses and costs, including but not limited to reasonable attorneys fees, to the extent caused by the negligence, reckless or intentionally wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

SECTION 15. INSURANCE.

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

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability and Business Auto). COUNTY, its officials, officers,

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

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

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

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR'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: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at CONTRACTOR'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 this Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR

and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

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

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

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

\$100,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition

of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

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

LIMITS

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

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



(4) Business Auto Policy

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

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

maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

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

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000.00

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

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability ~~required~~ by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

SECTION 16. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or

otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

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

SECTION 17. REPRESENTATIVE OF COUNTY AND CONTRACTOR.

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

(b) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR 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 co-partners between the parties or as constituting CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an independent CONTRACTOR with respect to all services performed under this Agreement.

SECTION 21. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment com-

pensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

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

SECTION 23. PUBLIC RECORDS LAW. CONTRACTOR 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. CONTRACTOR 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, 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:

Information Technology Services Department
1101 E. First Street
Sanford, FL 32771

For CONTRACTOR:

Robert Half International
301 E. Pine Street, #200
Orlando, FL 32801

SECTION 25. RIGHTS AT LAW RETAINED. The rights and remedies of 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, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. CONFLICT OF INTEREST.

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

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

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

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

ROBERT HALF INTERNATIONAL

Witness

Print Name

Witness

Print Name

By: _____

Print Name
Title: _____
Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman
Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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



County Attorney
AC/lpk
4/15/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-600367-RHI.doc

Attachment:
Exhibit A - Scope of Services
Exhibit B - Rate Schedule

EXHIBIT "A"

Section 1 – General Description of Services

Scope of Work: A Temporary Personnel Services to provide qualified personnel for Information Technology Services on an as needed basis. Qualifications must include the following:

- Knowledge of industry standard software development life cycle.
- Knowledge of software development languages and web development tools.
- Ability to analyze, design, development, test, and deploy an application from conception to implementation.
- Fill qualified positions as detailed in the following job descriptions:
 1. Business Process Analyst
 2. Project Manager
 3. Senior Software Developer
 4. Software Developer
 5. Support Analyst

Normal working hours in Seminole County are 8:00 am to 5:00 pm Monday thru Friday. However, working hours and days may vary depending upon departmental requirements.

Agency shall insure that all temporary personnel filling the requirements of this contract report to their workplace dressed in the proper attire for the position being filled.

Any Temporary Personnel may be hired by the County on a part-time or full-time basis after (90) days of continuous temporary employment without a fee paid to the providing agency.

The County shall have the right of approval and refusal of any Temporary Personnel. In the instance of an unsatisfactory or unqualified person being assigned, that person may be dismissed from his/her duties immediately and if deemed necessary escorted from County property. If dismissed before commencing work, billing for those Temporary Personnel shall not be accepted.

Temporary Personnel may be dismissed from his/her assignment for infractions including, but not limited to; use of alcohol or controlled substances while on duty, using profanity or being verbally abusive, disobedience of reasonable directions given by Seminole County personnel, violation of safety rules and regulations and misuse of County property.

No Temporary Personnel shall operate a County owned motor vehicle on any public roadway.

Software Developer

General Functions

- Ability to multi-task.
- Communicates effectively both orally and in writing.
- Develops effective systems to meet the identified requirements of user departments.
- Designs, develops, documents, and tests programming.

Minimum Qualifications

- Bachelor's Degree in Information Technology or equivalent.
- Two (2) years of programming experience, or an equivalent combination of education and experience.
- Or a combination of related experience and education.

Technical Requirements

- Knowledge of systems and programming techniques in an interactive environment.
- Experience in web application development using Visual Basic, ASP.Net, AJAX, SQL Server, and Crystal Reports.
- PC software skills including knowledge of Microsoft Access, Word, Excel and Outlook.
- Knowledge of software for word processing, database, and web development, graphic design and web monitoring tools.
- Knowledge of web server software such as IIS.

Senior Software Developer

General Functions

- Ability to multi-task.
- Communicates effectively both orally and in writing.
- Maintains regular customer contact to ensure awareness of information system needs and cyclic requirements, and offers improvements utilizing new technology solutions.
- Evaluates user requests for new or modified applications and programs to determine feasibility, cost, and time requirements, compatibility with current systems, and computer capabilities.
- Develops effective systems to meet the identified requirements of user departments.
- Performs system planning, database design, specification design, and design layouts of computer programs.

Minimum Qualifications

- Bachelor's Degree in Information Technology or equivalent.
- Five (5) years of programming experience, or an equivalent combination of education and experience.
- Or a combination of related experience and education.

Technical Requirements

- Considerable knowledge of systems and programming techniques in an interactive environment.
- Experience in web application development using Visual Basic, ASP.Net, AJAX, SQL Server, and Crystal Reports.
- PC software skills including knowledge of Microsoft Access, Word, Excel and Outlook.
- Knowledge of software for word processing, database, and web development, graphic design and web monitoring tools.

- Knowledge of network Internet security procedures and methods and of operating characteristics, capabilities and limitations of local and wide area networks, computer equipment and operating systems.
- Knowledge of configuration of services and development tools residing on servers.
- Knowledge of GIS file formats and mapping products.
- Knowledge of web server software such as IIS.

Support Analyst

General Functions

- Ability to multi-task.
- Excellent verbal and written communications skills.
- Ability to interpret and analyze computer error messages.
- Coordination and/or facilitation of training classes.
- Providing application customer support, training, application testing and quality assurance testing; preparation of effective technical documents and training materials.
- Design and creation of reports.
- Coordination of application implementations.

Minimum Qualifications

- Associate's Degree in Information Technology or equivalent.
- Two (2) years of related experience, or equivalent combination of education and experience.
- Or a combination of related experience and education.

Technical Requirements

- Provide in-depth knowledge of systems, applications, business practices and procedures, computer programming and data processing fundamentals.
- Strong ability with database analysis using SQL.
- Possess a thorough knowledge of integration testing and quality assurance testing of applications.
- PC software skills including knowledge of Microsoft Access, Word, Excel and Outlook.
- Management of software configurations such as security, workflow and others.

Business Process Analyst

General Functions

- Leverage robust business management techniques to develop/maintain IT and enterprise process architecture.
- Perform valid and reliable research to baseline existing processes and utilize advanced process tools to measure, analyze, improve, and control new/re-tooled processes.
- Must possess the ability to translate the "needs of the customer" and the "voice of the business" into lean processes that satisfy both.
- Serve as a liaison between business units, technology teams, and support teams.
- Facilitate stakeholder teams to develop "best in class" processes that add value to county services and result in measurable successes.

Minimum Qualifications

- Masters certificate or certification in business process management or analysis.
- Bachelor's Degree in Information Technology or equivalent.
- Two (2) years of related experience, or equivalent combination of education and experience.
- Or a combination of related experience and education.

Minimum Qualifications

- Documented success in applying business process management tools (TQM, Six Sigma, Lean, BPM, etc...) to complex IT and "end to end" projects.
- Demonstrated technical writing skills.
- Foundational understanding of Information Technology development and operational processes.
- Strong analytical and product management skills.
- Formal training in business process management, including workflow analysis.
- Ability to lead and communicate professionally with multi-level, interdepartmental teams. Preferred
- Masters certificate or certification in business process management or analysis.
- An applied understanding of ITIL standards.
- Experience in PMI based project management.

Project Manager

General Functions

- Plan/manage the delivery of IT systems and departmental solutions, including associated application technical support services in support of business objectives and ongoing operations.
- Responsibilities include systems and project planning, estimating, execution, monitoring, and close out phases via a formal project management process.
- Deliverables include managing simultaneous projects while meeting/exceeding schedule, scope, and cost targets.
- Work closely with functional teams to ensure the efficiency and effectiveness of systems solutions deployed.
- Responsible for application staff development and technology vendor relationship management.

Minimum Qualifications

- Project Management Professional (PMP) certification.
- Bachelor's Degree in Information Technology or equivalent.
- Two (2) years of related experience, or equivalent combination of education and experience.
- Or a combination of related experience and education.

Minimum Qualifications

- Demonstrated knowledge of PMI based project management concepts.
- An established record of successes in managing complex IT projects.
- Formal project management training.
- Excellent organizational communication skills.
- Excellent facilitative leadership skills.
- Ability to meet/exceed stretch objectives within compressed timelines.
- An applied understanding of ITIL standards.
- Experience in business process management.

EXHIBIT "B"

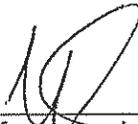
Price proposal Forms

PROJECT: Temporary Personnel Services Agreement

COUNTY CONTRACT NO. RFP-600367-08/GGM

DESCRIPTION	HOURLY RATE	ESTIMATED USAGE	ANNUAL PRICE
Support Analyst	\$ 25.00	2080	52,000
Software Developer	\$ 42.00	2080	87,360
Sr. Software Developer	\$ 48.00	2080	99,840
Project Manager	\$ 43.00	2080	89,440
Business Process Analyst	\$ 37.00	2080	76,960
TOTAL ESTIMATED BID			405,600

Robert Half International, Inc
 (Name of PROPOSER) dba


 (Signature of person signing FORM)

Robert Half Technology

TAX EXEMPTION NUMBERS

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

Board of County Commissioners
 Seminole County, Florida
PURCHASE ORDER

Page 1

ORDER NUMBER:

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

S
H
T
D
P

COUNTY SERVICES BUILDING
 1101 EAST FIRST STREET
 SANFORD FL 32771

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ORDER TYPE

ORDER DATE

REQ NUMBER

ANALYST

VENDOR NUMBER

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

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
					

REQUESTING DEPT/DIV

TOTAL AMOUNT

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

SUBMIT ALL INVOICES IN DUPLICATE TO:
 CLERK - B.C.C. FINANCE DIVISION
 POST OFFICE BOX 8080
 SANFORD, FL 32772-0869
 Accts. Payable Inquiries - Phone (407) 665-7681

 PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE
 for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

**TEMPORARY PERSONNEL SERVICES AGREEMENT
(RFP-600367-08/GGM)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **TEK SYSTEMS**, duly authorized to conduct business in the State of Florida, whose address is 3501 Quadrangle Boulevard, #105, Orlando, Florida 32817, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONTRACTOR to provide temporary personnel services for the Information Technology Services Department in Seminole County; and

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

WHEREAS, CONTRACTOR is  competent and qualified to furnish temporary personnel services to COUNTY and desires to provide its services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services and perform those tasks as further described in the Scope of Services and Performance Work Statement attached hereto and incorporated herein as Exhibit A. CONTRACTOR shall also be bound by all requirements contained in the solicitation package and all addenda thereto.

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONTRACTOR under this Agreement shall be in the form of written Release Orders issued and executed by

COUNTY.

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement fees as indicated in Exhibit B, attached hereto. CONTRACTOR shall perform all work required by the Scope of Services, but in no event shall CONTRACTOR be paid more than the negotiated fee amounts stated above.

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

(c) The total amount of compensation paid annually to the CONTRACTOR pursuant to this Agreement shall not exceed the amount budgeted by the COUNTY for temporary personal services for the Information Technology Services Department.

SECTION 4. BILLING AND PAYMENT.

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

- (1) The name and address of CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by CONTRACTOR for all services performed by CONTRACTOR during that month and for which COUNTY is being 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 COUNTY from time to time.

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

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

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

Seminole County Information Technology Services Department
1101 E. First Street
Sanford, Florida 32771

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

SECTION 5. AUDIT OF RECORDS.

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

(b) CONTRACTOR shall establish and maintain a reasonable accounting system which enables ready identification of CONTRACTOR's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this Agreement. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its subcontractors as required to comply with this Section

for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR's place of business. The right to audit shall include the CONTRACTOR's subcontractors used to procure goods or services under this Agreement. CONTRACTOR shall ensure the COUNTY has these same rights with subcontractor(s) and suppliers.

(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 this Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 6. RESPONSIBILITY OF CONTRACTOR.

(a) CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its services.



(b) Neither COUNTY's review, approval, 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 CONTRACTOR shall be and remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONTRACTOR's performance of any of the services furnished under this Agreement.

SECTION 7. BACKGROUND CHECKS AND DRUG SCREENINGS.

(a) Two (2) levels of background checks shall be performed by the CONTRACTOR on any temporary personnel it assigns to work for the COUNTY at any time. The Information Technology Services Department shall indicate which background check is appropriate for the position being filled and shall include the description and cost of the background check as a line item on the delivery order.

Level One. The Level One background check shall include the following information from the past five (5) years:

Identification verification;
Selective Service Status (registered/unregistered);
Florida Department of Law Enforcement (FDLE) Automated Criminal Record;
Clerk of Courts by County of residence;
State Attorney's Office;
Employment verification;
Department of Motor Vehicles (DMV) by State of residence;
Military service verification;
Professional License and Certification check.

Level Two. The Level Two background check shall include all of the Level One checks with the addition of the following for the past ten (10) years:

Fingerprint check;
Credit/fraud check.

All background checks shall be accomplished and submitted to the authorized COUNTY representative within five (5) working days from request to supply candidates.

Background checks shall be  performed on any temporary employee who has not worked on a COUNTY assignment for more than ninety (90) days. It is the responsibility of the vendor to track the assignments at the COUNTY for each of their employees to insure compliance with this requirement.

(b) The following drug screen shall be performed by the CONTRACTOR on any temporary personnel it assigns to work for the COUNTY at any time: Five panel drug screen to include amphetamines, cocaine metabolites, marijuana metabolites, opiate metabolites and phencyclidine.

All drug screens shall be accomplished and submitted to the authorized COUNTY representative within forty-eight (48) hours from request to supply candidates.

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for one (1) year. At the option of the parties, this Agreement may be extended for four (4) additional one (1) year terms.

SECTION 9. TERMINATION.

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

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

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

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

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to, acts of God

or of the public enemy, acts of 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 CONTRACTOR.

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

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, 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. CONTRACTOR warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide

employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this 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 CONTRACTOR, 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, CONTRACTOR must secure the prior written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 14. INDEMNIFICATION OF COUNTY.

(a) CONTRACTOR agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR whether caused by CONTRACTOR or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

(b) The provisions of Florida Statue 768.28 applicable to Seminole County, Florida apply in full to this Agreement. Any legal

actions to recover monetary damages in tort for injury or loss of property, personal injury or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

(c) The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

(d) Provided, however, if the Agreement between the COUNTY and the CONTRACTOR is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the CONTRACTOR to defend, indemnify or hold harmless the COUNTY shall be limited to  an obligation to indemnify or hold harmless the COUNTY, its officers and employees from liability damages, losses and costs, including but not limited to reasonable attorneys fees, to the extent caused by the negligence, reckless or intentionally wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

SECTION 15. INSURANCE.

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

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability and Business Auto). COUNTY, its officials, officers,

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

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

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

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR'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: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at CONTRACTOR'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 this Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR

and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

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

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

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

\$100,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition

of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

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

LIMITS

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

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

(4) Business Auto Policy.



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

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

maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

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

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000.00

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

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability ~~required~~ by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

SECTION 16. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or

otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

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

SECTION 17. REPRESENTATIVE OF COUNTY AND CONTRACTOR.

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

(b) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR 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 co-partners between the parties or as constituting CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an independent CONTRACTOR with respect to all services performed under this Agreement.

SECTION 21. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment com-

pensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

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

SECTION 23. PUBLIC RECORDS LAW. CONTRACTOR 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. CONTRACTOR 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, 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:

Information Technology Services Department
1101 E. First Street
Sanford, FL 32771

For CONTRACTOR:

TEK Systems
3501 Quadrangle Boulevard, #105
Orlando, FL 32817

SECTION 25. RIGHTS AT LAW RETAINED. The rights and remedies of 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, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. CONFLICT OF INTEREST.

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

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

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

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

TEK SYSTEMS

Witness

Print Name

Witness

Print Name

By: _____

Print Name
Title: _____
Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman
Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.



County Attorney
AC/lpk
4/15/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-600367-TEK.doc

Attachment:
Exhibit A - Scope of Services
Exhibit B - Rate Schedule

EXHIBIT "A"

Section 1 – General Description of Services

Scope of Work: A Temporary Personnel Services to provide qualified personnel for Information Technology Services on an as needed basis. Qualifications must include the following:

- Knowledge of industry standard software development life cycle.
- Knowledge of software development languages and web development tools.
- Ability to analyze, design, development, test, and deploy an application from conception to implementation.
- Fill qualified positions as detailed in the following job descriptions:
 1. Business Process Analyst
 2. Project Manager
 3. Senior Software Developer
 4. Software Developer
 5. Support Analyst

Normal working hours in Seminole County are 8:00 am to 5:00 pm Monday thru Friday. However, working hours and days may vary depending upon departmental requirements.

Agency shall insure that all temporary personnel filling the requirements of this contract report to their workplace dressed in the proper attire for the position being filled.

Any Temporary Personnel may be hired by the County on a part-time or full-time basis after (90) days of continuous temporary employment without a fee paid to the providing agency.

The County shall have the right of approval and refusal of any Temporary Personnel. In the instance of an unsatisfactory or unqualified person being assigned, that person may be dismissed from his/her duties immediately and if deemed necessary escorted from County property. If dismissed before commencing work, billing for those Temporary Personnel shall not be accepted.

Temporary Personnel may be dismissed from his/her assignment for infractions including, but not limited to; use of alcohol or controlled substances while on duty, using profanity or being verbally abusive, disobedience of reasonable directions given by Seminole County personnel, violation of safety rules and regulations and misuse of County property.

No Temporary Personnel shall operate a County owned motor vehicle on any public roadway.

Software Developer

General Functions

- Ability to multi-task.
- Communicates effectively both orally and in writing.
- Develops effective systems to meet the identified requirements of user departments.
- Designs, develops, documents, and tests programming.

Minimum Qualifications

- Bachelor's Degree in Information Technology or equivalent.
- Two (2) years of programming experience, or an equivalent combination of education and experience.
- Or a combination of related experience and education.

Technical Requirements

- Knowledge of systems and programming techniques in an interactive environment.
- Experience in web application development using Visual Basic, ASP.Net, AJAX, SQL Server, and Crystal Reports.
- PC software skills including knowledge of Microsoft Access, Word, Excel and Outlook.
- Knowledge of software for word processing, database, and web development, graphic design and web monitoring tools.
- Knowledge of web server software such as IIS.

Senior Software Developer

General Functions

- Ability to multi-task.
- Communicates effectively both orally and in writing.
- Maintains regular customer contact to ensure awareness of information system needs and cyclic requirements, and offers improvements utilizing new technology solutions.
- Evaluates user requests for new or modified applications and programs to determine feasibility, cost, and time requirements, compatibility with current systems, and computer capabilities.
- Develops effective systems to meet the identified requirements of user departments.
- Performs system planning, database design, specification design, and design layouts of computer programs.

Minimum Qualifications

- Bachelor's Degree in Information Technology or equivalent.
- Five (5) years of programming experience, or an equivalent combination of education and experience.
- Or a combination of related experience and education.

Technical Requirements

- Considerable knowledge of systems and programming techniques in an interactive environment.
- Experience in web application development using Visual Basic, ASP.Net, AJAX, SQL Server, and Crystal Reports.
- PC software skills including knowledge of Microsoft Access, Word, Excel and Outlook.
- Knowledge of software for word processing, database, and web development, graphic design and web monitoring tools.

- Knowledge of network Internet security procedures and methods and of operating characteristics, capabilities and limitations of local and wide area networks, computer equipment and operating systems.
- Knowledge of configuration of services and development tools residing on servers.
- Knowledge of GIS file formats and mapping products.
- Knowledge of web server software such as IIS.

Support Analyst

General Functions

- Ability to multi-task.
- Excellent verbal and written communications skills.
- Ability to interpret and analyze computer error messages.
- Coordination and/or facilitation of training classes.
- Providing application customer support, training, application testing and quality assurance testing; preparation of effective technical documents and training materials.
- Design and creation of reports.
- Coordination of application implementations.

Minimum Qualifications

- Associate's Degree in Information Technology or equivalent.
- Two (2) years of related experience, or equivalent combination of education and experience.
- Or a combination of related experience and education.

Technical Requirements

- Provide in-depth knowledge of systems, applications, business practices and procedures, computer programming and data processing fundamentals.
- Strong ability with database analysis using SQL.
- Possess a thorough knowledge of integration testing and quality assurance testing of applications.
- PC software skills including knowledge of Microsoft Access, Word, Excel and Outlook.
- Management of software configurations such as security, workflow and others.

Business Process Analyst

General Functions

- Leverage robust business management techniques to develop/maintain IT and enterprise process architecture.
- Perform valid and reliable research to baseline existing processes and utilize advanced process tools to measure, analyze, improve, and control new/re-tooled processes.
- Must possess the ability to translate the "needs of the customer" and the "voice of the business" into lean processes that satisfy both.
- Serve as a liaison between business units, technology teams, and support teams.
- Facilitate stakeholder teams to develop "best in class" processes that add value to county services and result in measurable successes.

Minimum Qualifications

- Masters certificate or certification in business process management or analysis.
- Bachelor's Degree in Information Technology or equivalent.
- Two (2) years of related experience, or equivalent combination of education and experience.
- Or a combination of related experience and education.

Minimum Qualifications

- Documented success in applying business process management tools (TQM, Six Sigma, Lean, BPM, etc...) to complex IT and "end to end" projects.
 - Demonstrated technical writing skills.
 - Foundational understanding of Information Technology development and operational processes.
 - Strong analytical and product management skills.
 - Formal training in business process management, including workflow analysis.
 - Ability to lead and communicate professionally with multi-level, interdepartmental teams.
- Preferred
- Masters certificate or certification in business process management or analysis.
 - An applied understanding of ITIL standards.
 - Experience in PMI based project management.

Project Manager

General Functions

- Plan/manage the delivery of IT systems and departmental solutions, including associated application technical support services in support of business objectives and ongoing operations.
- Responsibilities include systems and project planning, estimating, execution, monitoring, and close out phases via a formal project management process.
- Deliverables include managing simultaneous projects while meeting/exceeding schedule, scope, and cost targets.
- Work closely with functional teams to ensure the efficiency and effectiveness of systems solutions deployed.
- Responsible for application staff development and technology vendor relationship management.

Minimum Qualifications

- Project Management Professional (PMP) certification.
- Bachelor's Degree in Information Technology or equivalent.
- Two (2) years of related experience, or equivalent combination of education and experience.
- Or a combination of related experience and education.

Minimum Qualifications

- Demonstrated knowledge of PMI based project management concepts.
- An established record of successes in managing complex IT projects.
- Formal project management training.
- Excellent organizational communication skills.
- Excellent facilitative leadership skills.
- Ability to meet/exceed stretch objectives within compressed timelines.
- An applied understanding of ITIL standards.
- Experience in business process management.

RFP-600367-08/GGM **Price Proposal Forms****Project:** Temporary Personnel Services Agreement**County Contract No:** RFP-600367-08/GGM

DESCRIPTION	HOURLY RATE	ESTIMATED USAGE*	ANNUAL PRICE
Support Analyst	\$65.00	2080	\$135,200
Software Developer	\$66.00	2080	\$137,280
Sr. Software developer	\$72.00	2080	\$149,760
Project Manager	\$72.00	2080	\$149,760
Business Process Analyst	\$65.00	2080	\$135,200
	TOTAL ESTIMATED BID		\$707,200

* BASED ON A YEARLY USAGE

TEKsystems
Name of Proposer


Signature of person signing form

TAX EXEMPTION NUMBERS

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

Board of County Commissioners
Seminole County, Florida
PURCHASE ORDER

Page 1

ORDER NUMBER:

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

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD FL 32771

SHEET
NO.

ORDER TYPE

ORDER DATE

REQ NUMBER

ANALYST

VENDOR NUMBER

PO
NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

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

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
					

REQUESTING
DEPT/DIV

TOTAL AMOUNT

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

SUBMIT ALL INVOICES IN DUPLICATE TO:

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

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

RFP-600367-08/GGM
Temporary Personnel Services
RANKING OF PROPOSALS

Proposer	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Total	Ranking
Military Employment	1	2	2	1	6	5
Express Personnel	X	X	X	X	X	X
Robert Half International	3	2	1	2	8	3
Moten Tate	1	2	1	1	5	6
Kelly Services	X	X	X	X	X	X
TRC Staffing	X	X	X	X	X	X
SunPlus Data Group	1	1	1	1	4	7
Candotech Consulting	1	1	1	1	4	7
Adil Business Systems	2	1	2	2	7	4
PMH Resources	1	2	2	1	6	5
RadGov	1	1	2	1	5	6
Materials Software Sys.	1	1	1	1	4	7
Volt Tech Resources	X	X	X	X	X	X
Cyberbest Tech.	1.5	2	2	3	8.5	2
TEK Systems	3	2	2	3	10	1
Vitaver & Assoc.	1	1	1	1	4	7
Ciber	1	1	1	1	4	7

“X” = Firm is located outside the Central Florida Area and/or does not have a local office, local experience/expertise.

Evaluation Key:

Highly Acceptable = 3

Acceptable = 2

Marginal = 1

Unsatisfactory = 0

Evaluation Criteria:

Qualifications and Experience

Ability to Perform

Price Proposal

The Evaluation Team Recommends award of this project to:

Tek System; Cyberbest Tech; and Robert Half

Evaluators:

Evaluator #1 – Linda Moore

Evaluator #2 – Chris Pedersen

Evaluator #3 – Melvin Barnes

Evaluator #4 –Jacqui Greaves

RFP for Contractors

VENDORS ADIL BUSINESS SYSTEMS

LINDA MOORE

Past Performance: Experienced company.

Qualifications/Resumes: Have concerns about not having a local office and attracting local candidates.

Fee Proposal: Reasonable.
Ranking: 1

Past Performance: Unknown company.

Qualifications/Resumes: Have concerns about not having a local office and attracting local candidates.

Fee Proposal: Reasonable. Did not provide salary information.

Ranking: 1

Past Performance: Unknown company.

Qualifications/Resumes: Resumes look fine.

Fee Proposal: Expensive.

Ranking: 1

Past Performance: Well known company.

Qualifications/Resumes: Resumes look fine.

Fee Proposal: Reasonable.

Ranking: 1.5

JACQUI GREAVES

Past Performance: Seems to be a good option

Qualifications/Resumes: Have concerns about providing local candidates and being able to resolve issues timely due to distance.

Fee Proposal: Reasonable
Ranking: 1

Past Performance: No familiar with this company

Qualifications/Resumes: Have concerns about providing local candidates and being able to resolve issues timely due to distance. Did not provide salary information

Fee Proposal: Reasonable

Ranking: 1

Past Performance: No familiar with this company.

Qualifications/Resumes: Resumes look good

Fee Proposal: Pricing outside of our feasible ranges

Ranking: 1

Past Performance: Not familiar with this company.

Qualifications/Resumes: Resumes are acceptable

Fee Proposal: Reasonable

Ranking: 3

MELVIN BARNES

Past Performance: Met Qualifications

Qualifications/Resumes: Met qualifications, concern about the ability to provide local candidates

Fee Proposal: Reasonable
Ranking: 1

Past Performance: Met Qualifications

Qualifications/Resumes: Met qualifications

Fee Proposal: Did not respond to salary request when asked.

Ranking: 1

Past Performance: Met Qualifications

Qualifications/Resumes: Met Qualifications

Fee Proposal: Pricing outside of our feasible ranges

Ranking: 1

Past Performance: Met Qualifications

Qualifications/Resumes: Resumes are acceptable, however not in correct section

Fee Proposal: Fees are reasonable

Ranking: 2

CHRIS PEDERSEN

Past Performance: Everything was in order. They have experience and understand the scope.

Qualifications/Resumes: Resumes all had qualifications, but there is concern about getting applicants locally. The resumes did not seem to be from local candidates.

Fee Proposal: Reasonable
Ranking: 1

Past Performance: Seemed to meet basic requirements.

Qualifications/Resumes: Concerns about location of candidates in resumes provided

Fee Proposal: Reasonable. Did not provide salary information after being requested.

Ranking: 1

Past Performance: Seemed to meet basic requirements.

Qualifications/Resumes: Resumes appear acceptable.

Fee Proposal: Pricing is not competitive with other proposals

Ranking: 1

Past Performance: Appear to have available staff to place.

Qualifications/Resumes: Resumes appear acceptable.

Fee Proposal: Reasonable

Ranking: 2

RFP for Contractors

EXPRESS PERSONNEL

Past Performance: Unknown company.
Qualifications/Resumes: Resumes were not provided.

Fee Proposal: Reasonable but the pay for some positions is low.

Ranking: 1

Past Performance: Well known company.

Qualifications/Resumes: Resumes were not provided.

Fee Proposal: Reasonable but the pay for some positions is low.

Ranking: 1

Past Performance: Unknown company.

Qualifications/Resumes: Have concerns about not having a local office and attracting local candidates.
Fee Proposal: Reasonable.

Ranking: 1

Past Performance: Unknown company.

Qualifications/Resumes: Have concerns about not having a local office and attracting local candidates.

Past Performance: No familiar with this company.
Qualifications/Resumes: Resumes were not provided

Fee Proposal: Concerned that the fees are such that we would not be able to find or keep quality candidates.

Ranking: 1

Past Performance: A well known company. Not sure about IT talent pool.

Qualifications/Resumes: No position resumes were provided as requested in the RFP.

Fee Proposal: Reasonable

Ranking: 1

Past Performance: Not familiar with this company.

Qualifications/Resumes: Resumes did not reflect local candidates.

Fee Proposal: Fees are very competitive. There is concern about ability to get local staffing.

Ranking: 1

Past Performance: Not familiar with this company.

Qualifications/Resumes: There are concerns about the location being outside of the Orlando area.

Past Performance: Insufficient materials
Qualifications/Resumes: Incomplete

Fee Proposal: Rates are low. There is concern as to whether or not they can recruit qualified personnel.

Ranking: 1

Past Performance: Resumes for staff firm not listed in past performance

Qualifications/Resumes: No position resumes were provided as requested in the RFP.

Fee Proposal: Reasonable, with regards to a few positions (low)

Ranking: 1

Past Performance: Only provided 5 references, RFP stated six. No resumes provided in section as requested

Qualifications/Resumes: no resumes that reflected local candidates

Fee: Met qualifications with some questions

Ranking: 1

Past Performance: Met Qualifications (very nice organized package)

Qualifications/Resumes: Met qualifications, however there is some concern regarding them being outside of the CF area.

Past Performance: Limited information provided.

Qualifications/Resumes: Not a lot of information provided. No resume examples provided as requested in the RFP.

Fee Proposal: Concerned about attracting quality talent

Ranking: 1

Past Performance: Seemed to meet basic requirements.

Qualifications/Resumes: No position resumes were provided as requested in the RFP.

Fee Proposal: Reasonable

Ranking: 1

Past Performance: Seemed to meet basic requirements.

Qualifications/Resumes: Resumes did not reflect local candidates. There is concern about ability to get local staffing.

Fee Proposal: Reasonable.

Ranking: 1

Past Performance: Seemed to meet basic requirements.

Qualifications/Resumes: There are concerns about the location being outside of the Orlando area.

MILITARY EMPLOYMENT

RFP for Contractors

Fee Proposal: Reasonable but the pay for some positions is low.

Ranking: 1

Fee Proposal: Fees are competitive, but some seem like they might be low. There are concerns about attracting quality talent.

Ranking: 1

Fee Proposal: Fees are low. There is concern about their ability to recruit qualified personnel @ their rates

Ranking: 1

Fee Proposal: Fees are competitive, but some seem like they might be low. There are concerns about attracting quality talent.

Ranking: 1

RFP for Contractors

MOTEN TATE, INC.

Past Performance: Unknown company.
Qualifications/Resumes: Resumes look fine.
Fee Proposal: Expensive.
Ranking: 1
Past Performance: Known company.

Past Performance: Unknown company
Qualifications/Resumes: concerned about the quality of the staff and stability due to salaries
Fee Proposal: Reasonable
Ranking: 1
Past Performance: Have worked with in the past and have a good reputation. Sheriff's Office and other county agencies in the past and currently.

Past Performance: No resume of firm or individuals
Qualifications/Resumes: Did not state they understood scope of services
Fee Proposal: Reasonable
Ranking: 1
Past Performance: Met qualifications

Past Performance: Seemed to meet basic requirements.
Qualifications/Resumes: Resumes seem acceptable
Fee Proposal: Reasonable
Ranking: 1
Past Performance: Seemed to meet basic requirements.

PMH RESOURCES, INC.

Qualifications/Resumes: Resumes look fine.
Fee Proposal: Reasonable.

Qualifications/Resumes: Resumes are acceptable
Fee Proposal: Pricing structure was a concern

Qualifications/Resumes: Did not explain scope of services. All else seemed acceptable
Fee Proposal: requested price breakdown is not matching what was originally submitted

Qualifications/Resumes: Resumes met what we're looking for.

Ranking: 1

Past Performance: Unknown company.

Qualifications/Resumes: Have concerns about not having a local office and attracting local candidates.

Fee Proposal: Reasonable.

Ranking: 1

Past Performance: Well known company.

Ranking: 1

Past Performance: Not familiar with this company

Qualifications/Resumes: Have concerns about providing local candidates and being able to resolve issues timely due to distance.

Fee Proposal: Reasonable

Ranking: 1

Past Performance: Have worked with in the past and have a good reputation. Have worked for the Seminole County Sheriff's Office and other county agencies in the past and currently.

Ranking: 1

Past Performance:Met Qualifications

Qualifications/Resumes: No explanation of scopes of services; also not local

Fee Proposal: Reasonable

Ranking: 1

Past Performance: Met Qualifications

Ranking: 1

Past Performance: Very thorough and good examples of clients and projects
Qualifications/Resumes: Resumes were acceptable. There are some concerns about them locating local talent.

Fee Proposal: Reasonable

Ranking: 1

Past Performance: Have worked with in the past and have a good reputation. Have worked for the Seminole County Sheriff's Office and other county agencies in the past and currently.

Qualifications/Resumes: Resumes look fine.

Qualifications/Resumes: Resumes are acceptable

Qualifications/Resumes: Did not loike organization of materials; did not explain scope of services

Qualifications/Resumes: Resumes met what we're looking for.

ROBERT HALF INTERNATIONAL, INC.

RFP for Contractors

Fee Proposal: Reasonable.

Ranking: 3

Fee Proposal: Reasonable

Ranking: 2

Fee Proposal: Price is low; worried about firm's ability to recruit quality personnel @ the listed rates

Ranking: 2

Fee Proposal: Pricing is competitive. Project Manager fees seem kind of low.

Ranking: 1

RFP for Contractors

<p>SUNPLUS DATA GROUP, INC.</p>	<p>Past Performance: Unknown company.</p>	<p>Past Performance: Unknown concerns about not having a local office and attracting local candidates.</p>	<p>Past Performance: Did not clearly identify firm's individual resume</p>	<p>Past Performance: Seemed to meet basic requirements.</p>
<p>TEK SYSTEMS</p>	<p>Qualifications/Resumes: Have concerns about not having a local office and attracting local candidates.</p> <p>Fee Proposal: Reasonable.</p> <p>Ranking: 1</p> <p>Past Performance: Well known company.</p>	<p>Qualifications/Resumes: Have concerns about providing local candidates and being able to resolve issues timely due to distance.</p> <p>Fee Proposal: Reasonable</p> <p>Ranking: 1</p> <p>Past Performance: Seems to be a good option. Have experience with this company. Has a good record. Is a well known company for this service</p>	<p>Qualifications/Resumes: Resumes explanation of scopes of services; also not local</p>	<p>Qualifications/Resumes: Resumes were acceptable.</p>
<p>TRC STAFFING SERVICES</p>	<p>Fee Proposal: Reasonable.</p> <p>Ranking: 3</p> <p>Past Performance: Litigation issues in the past.</p> <p>Qualifications/Resumes: Resumes were not provided.</p>	<p>Fee Proposal: Reasonable</p> <p>Ranking: 3</p> <p>Past Performance: Litigation issues in the past.</p> <p>Qualifications/Resumes: No sample resumes for positions as required by the RFP.</p>	<p>Fee Proposal: Reasonable</p> <p>Ranking: 2</p> <p>Past Performance: Litigation issues in the past.</p> <p>Qualifications/Resumes: No resumes submitted. Also did not explain scope of services</p>	<p>Fee Proposal: Reasonable</p> <p>Ranking: 2</p> <p>Past Performance: Litigation issues in the past.</p> <p>Qualifications/Resumes: No sample resumes for positions as required by the RFP.</p>
<p>VITAVER & ASSOCIATES</p>	<p>Fee Proposal: Reasonable.</p> <p>Ranking: 1</p> <p>Past Performance: Unknown company.</p> <p>Qualifications/Resumes: Have concerns about not having a local office and attracting local candidates.</p>	<p>Fee Proposal: Reasonable</p> <p>Ranking: 1</p> <p>Past Performance: Not familiar with this company.</p> <p>Qualifications/Resumes: Resumes were acceptable.</p>	<p>Fee Proposal: Reasonable</p> <p>Ranking: 1</p> <p>Past Performance: Met Qualifications</p> <p>Qualifications/Resumes: Concerned about lack local resumes; those submitted were acceptable</p>	<p>Fee Proposal: Reasonable</p> <p>Ranking: 1</p> <p>Past Performance: Seemed to meet basic requirements.</p> <p>Qualifications/Resumes: Resumes were acceptable.</p>
<p>VOLT TECHNICAL RESOURCES</p>	<p>Fee Proposal: Expensive.</p> <p>Ranking: 1</p> <p>Past Performance: Litigation information missing.</p>	<p>Fee Proposal: Market rate is out of our range</p> <p>Ranking: 1</p> <p>Past Performance: Would not provide litigation history when requested</p>	<p>Fee Proposal: Pricing is not competitive with other proposals.</p> <p>Ranking: 1</p> <p>Past Performance: Litigation list not provided as required by the RFP.</p>	<p>Fee Proposal: Pricing is not competitive with other proposals.</p> <p>Ranking: 1</p> <p>Past Performance: Litigation list not provided as required by the RFP.</p>

RFP for Contractors

Qualifications/Resumes: Resumes look fine.

Fee Proposal: Reasonable.

Qualifications/Resumes: Resumes were acceptable.

Fee Proposal: Reasonable

Qualifications/Resumes: Resumes were acceptable, but did not explain scope of services. Resumes seem acceptable. **Qualifications/Resumes:** Has won several awards. Resumes seem acceptable.

Fee Proposal: Reasonable **Fee Proposal:** Reasonable

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: 2008-2009 CDBG, HOME, AND ESG Funding Recommendations and 30-Day Public Comment Period

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: David Medley

CONTACT: Buddy Balagia

EXT: 2389

MOTION/RECOMMENDATION:

Authorize Community Development Office (CD Office) staff to publish the list of recommended funded activities for the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program, American Dream Downpayment Initiatives (ADDI) Program and Emergency Shelter Grants (ESG) Program. These activities, proposed to be funded under the 2008-2009 One-Year Action Plan of the 2005-2009 Five-Year Consolidated Plan, require a 30-day public comment period prior to final approval by the Board in July 2008.

County-wide

Buddy Balagia

BACKGROUND:

On February 24, 2008 the Community Development Office published a Notice of Funding Availability (NOFA), soliciting applications for funding under the 2008-2009 Emergency Shelter Grants (ESG) Program. Proposals were due by March 17, 2008, and two (2) proposals were received.

The Application Review Team (ART), consisting of two (2) Community Assistance staff members, the executive director of the Sharing Center, Inc., and the executive director of the Homeless Services Network of Central Florida, Inc. met on April 9, 2008 to discuss the proposals and to develop a recommendation of proposed activity funding for submittal to the Board for approval.

CDBG funding recommendation proposals from Community Assistance staff are a result of previously approved funding by the Board for the City of Sanford Westside Recreational Facility Expansion, continuation of funding for Lockhart's Subdivision Potable Water Installation, continued funding for public service activities for medical assistance and childcare assistance, and proposals for two (2) new public services activities for rental assistance and utility assistance.

The County is required by Federal regulation to publish its proposed list and to solicit public comment for a 30-day period. Upon Board approval for publication, staff will establish the 30-day period from May 26 through June 25, 2007. Staff will return to the Board on July 22, 2008 for final approval of the 2008-2009 One-Year Action Plan and to obtain approval to submit the Action Plan to the U.S. Department of Housing & Urban Development (HUD) no later than August 15, 2008.

Attached is the list of activities recommended for 2008-2009 funding. Total funding of \$4,028,807 includes the 2008-2009 CDBG allocation of \$2,386,570, and reallocated funds

from previous years totaling \$441,463 for total CDBG funding of \$2,828,033, the HOME allocation of \$1,085,290, the ADDI allocation of \$8,959, and the ESG allocation of \$106,525.

STAFF RECOMMENDATION:

Authorize Community Development Office (CD Office) staff to publish the list of HUD Community Development Block Grant (CDBG), HOME Investment Partnerships Program, American Dream Downpayment Initiatives (ADDI) Program and Emergency Shelter Grants (ESG) Program activities proposed to be funded under the 2008-2009 One-Year Action Plan of the 2005-2009 Five-Year Consolidated Plan for a 30-day public comment period, prior to final approval by the Board in July 2008.

ATTACHMENTS:

1. Proposed Activities for Funding
2. May 25 2008 ad

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

**PROPOSED ACTIVITIES FOR FUNDING
2005-2009 CONSOLIDATED PLAN
2008-2009 ONE-YEAR ACTION PLAN**

Community Development Block Grant (CDBG) Program

Total Allocation: \$2,828,033 (2008-2009 allocated funds of \$2,386,570 and previous years reallocated funds of-\$441,463)

City of Sanford: Westside Recreation Facility Expansion - \$300,000

On July 24, 2007 the Board approved funding in the amount of \$700,000 for 2007-2008 and pre-approved 2008-2009 funding in the amount of \$300,000 for total CDBG funding in the amount of \$1,000,000. There is \$2,500,000 committed leveraging from the City and the Boys and Girls Club, and approximately \$200,000 from CPH Engineers for in-kind pro-bono services. The City has begun performance of this as required by the existing Subrecipient Agreement between the City of Sanford and the County.

Lockhart's Subdivision Potable Water Installation– \$1,692,734

This will fund the construction of the installation of the potable water system for the Lockhart's Subdivision CDBG service area. This activity will involve the installation of approximately 27,050 feet of pressurized potable water lines. If additional funding is necessary to complete this project in 2008-2009, available CDBG funding remaining from completed projects shall be reallocated to this project.

Planning & Administration - \$477,314

A total of \$477,314 is recommended for planning and administrative activities of the CD Office, which includes staff and operating expenses, and professional and consulting services for the implementation of projects and activities.

Public Services – \$357,985

The following activities are recommended for public services:

Child Care Assistance - \$117,765

The Community Assistance Division will continue to provide this service to income-eligible households with subsidized child care assistance. Some of the CDBG funding for this activity will be used in conjunction with the Seminole County Community Development Office's HOME Tenant-Based Rental Assistance (TBRA) Self-sufficiency Program.

Medical Assistance - \$132,845

The Community Assistance Division will continue to provide this service to provide medical assistance to income-eligible persons on a County-wide basis.

Rental Assistance - \$84,655

This service will be provided by the Community Assistance division, to income eligible households who have fallen behind on rental payments and have received notice of eviction for non-payment of rent. The household must be able to display its ability to resume timely rental payments as a result of receiving assistance.

Utility Assistance - \$22,720

This service will be provided by the Community Assistance division, to income eligible households who have fallen behind on utility payments and are in peril of losing vital utilities such as electric, water, sewer, etc. The household must be able to display its ability to resume timely utility payments as a result of receiving assistance.

HOME Investment Partnerships Program - Total Allocation: \$1,085,290

CHDO Homeownership or Rental Housing - \$676,762

HOME funds are statutorily required to be awarded to a County-certified Community Housing Development Organization (CHDO). The funds will be granted to a CHDO that will provide affordable homeownership or rental opportunities to income eligible households.

Tenant-Based Rental Assistance (TBRA) - \$300,000

It is recommended that the TBRA Program continue to be funded to provide rental assistance to extremely low and very low income households. Assistance will continue to be targeted for the County's Self-Sufficiency Program, or for elderly or disabled households.

Administration - \$108,528

A total of \$108,528 is recommended for planning and administrative activities of the CD Office, which includes staff and operating expenses, and professional and consulting services for the implementation of projects and activities.

American Dream Downpayment Initiative (ADDI) Program-Total Allocation: \$8,959

Down Payment Assistance - \$8,959

As required by Federal regulation, this program assists first time homebuyers with down payment assistance. ADDI will be used in conjunction with SHIP down payment assistance funds to assist in providing subsidies for lower income households.

Emergency Shelter Grants (ESG) Program Total Allocation: \$106,525

[NOTE: according to the ESG regulations, grantees are allowed to use up to 30% of their annual ESG allocation for homelessness prevention, and the remainder is to be used for operating and maintenance expenses for emergency shelters. The CD Office allocates ESG funds accordingly.]

Homeless Prevention - \$31,957

The Community Assistance Division will continue to provide homeless prevention services for households under threat of eviction or foreclosure, to provide utility assistance to prevent the disruption of utilities, and/or for security deposit assistance for rental housing. The statutory dollar-for-dollar match will be provided by in-kind services and costs of the Community Assistance Division.

Rescue Outreach Mission: Homeless Assistance - \$59,568

It is recommended that the Mission be funded for operating and maintenance expenses. The Mission provides meals and emergency homeless shelter services to homeless persons. The grant is matched on a dollar-for-dollar basis by various grants, financial donations, and professional services.

SafeHouse of Seminole: Homeless Assistance - \$15,000

It is recommended that SafeHouse be funded for operating and maintenance expenses. SafeHouse provides emergency homeless shelter services and provides shelter to victims of spousal abuse. The grant is matched on a dollar-for-dollar basis by various grants, financial donations, and professional services.

**2005-2009 FIVE-YEAR CONSOLIDATED PLAN
PROPOSED USE OF FUNDS FOR THE 2008-2009 ONE-YEAR ACTION PLAN
SEMINOLE COUNTY, FLORIDA**

Notice to Citizens:

Seminole County is a recipient of federal grant funds through the U.S. Department of Housing and Urban Development (HUD). These grant funds include the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, the Emergency Shelter Grants (ESG) Program, and the American Dream Downpayment Initiative (ADDI) Program. These programs assist the County's lower income and homeless residents. HUD has consolidated all of the local planning and citizen participation requirements for these federal programs into a single administrative process called "The Consolidated Plan."

Consolidated Plan Summary:

The Proposed Consolidated Plan represents the combined efforts and solicitation of ideas from County staff, County residents, local organizations, social service providers and a public hearing. The County also used the Five-Year Consolidated Plan (Plan) approved by the Seminole County Board of County Commissioners and HUD to design activities and projects in conformance with the goals established in the Plan. Based on this information and analysis, the County developed the following 2008-2009 One-Year Action Plan.

The proposed use of funds for the fiscal year beginning October 1, 2008 is:

CDBG Program:

Sanford: Westside Recreation Facility Expansion	\$ 300,000
Lockhart's Subdivision Potable Water Installation	\$1,692,734
Child Care Assistance	\$ 117,765
Medical Assistance	\$ 132,845
Rental Assistance	\$ 84,655
Utility Assistance	\$ 22,720
Planning & Administration	<u>\$ 477,314</u>
TOTAL	<u>\$2,828,033</u>

This total includes the 2008-2009 CDBG allocation of \$2,386,570, plus an additional \$441,463 in unexpended funds from cancelled previous years CDBG projects (Seminole Work Opportunity Program New Building \$100,000, Grove Counseling Building Rehabilitation \$100,000, and Bookertown Community/Education Center \$241,463). This publication also constitutes a Consolidated Plan amendment to reallocate those CDBG funds accordingly to the proposed CDBG 2008-2009 use of funds.

HOME Program:

CHDO Homeownership or Rental Housing	\$ 676,762
Tenant-Based Rental Assistance (TBRA)	\$ 300,000
Planning and Administration	<u>\$ 108,528</u>
TOTAL	<u>\$1,085,290</u>

ESG Program:

Homelessness Prevention	\$ 31,957
SafeHouse of Seminole: Homeless Shelter Assistance	\$ 15,000
Rescue Outreach Mission: Homeless Shelter Assistance	<u>\$ 59,568</u>
TOTAL	<u>\$ 106,525</u>

ADDI Program:

Down Payment Assistance	\$ 8,959
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Thirty-Day Public Comment Period:

There will be a 30-day public comment period regarding the County's 2008-2009 One-Year Action Plan. Public comments will be received at the Seminole County Community Development Office until 5:00 p.m., Wednesday, June 25, 2008. During this period, the One-Year Action Plan will be in draft form and will be available for public review at the Community Development Office, Reflections Plaza, 534 W. Lake Mary Boulevard, Sanford, Florida 32773, and at all branch libraries. Public comments will be forwarded to the Board of County Commissioners prior to their July 22, 2008 meeting.

Final Action:

Final approval of the One-Year Action Plan will be made on July 22, 2008 at the regular meeting of the Board of County Commissioners.

Contact Information:

Contact: Buddy Balagia, CD Project Manager at 665-2389 (fax: 407-665-2399), or address e-mails to: bbalagia@seminolecountyfl.gov. Mailing address is above. The County will respond within fifteen days, in writing, to all public comments received.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** 2008 ISA Softball Championship Events Agreement**DEPARTMENT:** Economic Development**DIVISION:** Tourism**AUTHORIZED BY:** William McDermott**CONTACT:** Fran Sullivan**EXT:** 2906**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute an agreement with Orlando-Cocoa ISA for the 2008 ISA Softball Championship Events in the amount of \$17,000.00.

County-wide

William McDermott

BACKGROUND:

Orlando-Cocoa ISA has had a successful history of staging regional and national events in Seminole County since 1999, and has received TDC funding since 2003. In 2007 five (5) events were hosted and yielded 1,236 room nights with an economic impact of \$422,176.

Funds will be used to place the bid guarantee for five (5) events to be held at the Seminole Softball Complex on multiple dates in 2008. Event organizers estimate a requirement of approximately 100-1,000 rooms for each 2-day event, with estimated total direct economic impact of \$725,328.

The Tourist Development Council recommends this expenditure in the amount \$ 17,000. Funds are appropriated in the 07-08 Tourism Development budget.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute an agreement with Orlando-Cocoa ISA for the 2008 ISA Softball Championship Events in the amount of \$17,000.00.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By: County Attorney Review (Ann Colby)

2008 ISA SOFTBALL CHAMPIONSHIP EVENTS AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 20____, 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 **ORLANDO-COCOA ISA**, whose address is 1035 Kerwood Circle, Oviedo, Florida 32765, hereinafter referred to as the "ORLANDO-COCOA".

W I T N E S S E T H:

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

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

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

WHEREAS, the COUNTY, in coordination with the Tourist Development Council, wishes to appropriate Tourist Development Tax Revenues as operational funds to host ISA Softball Championship Events to be held at the Seminole Softball Complex Stadium; and

WHEREAS, the COUNTY desires ORLANDO-COCOA to place the tournament guarantees with the Independent Softball Association in order to secure those Events for the Stadium,

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

Section 1. Term. The term of this Agreement is through September 30, 2008, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 2. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice to the other party as provided for herein or, at the option of the COUNTY, immediately in the event that ORLANDO-COCOA 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 ORLANDO-COCOA after ORLANDO-COCOA has received notice of termination. Upon said termination, ORLANDO-COCOA shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder.

Section 3. Services.

(a) ORLANDO-COCOA shall use funds from this Agreement to operate and promote the Seminole Softball Complex by placing bids for the Seminole County ISA Softball Championship Events, as described in Exhibit "A," attached hereto and incorporated herein by reference.

(b) ORLANDO-COCOA shall submit written proof to the COUNTY that the amount requested was in fact paid to the ISA as a bid fee for each of the Events as listed in Exhibit "A".

(c) All promotional packages sent out by ORLANDO-COCOA for the Events, as listed in Exhibit "A", must contain a list of Seminole County hotels provided by the Seminole County Convention and Visitors Bureau. No other hotel list may be included in the promotional packet. All such promotional packets must be approved by the COUNTY prior to distribution in order to qualify for reimbursement.

(d) ORLANDO-COCOA shall permit a third-party company, as designated by the COUNTY, to conduct on-site surveys during the ISA Softball Championship Events to coordinate the survey process. ORLANDO-COCOA shall cooperate in making their Events accessible in whatever manner necessary for completion of the survey.

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

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

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

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

Section 4. Liability and Insurance.

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

(b) **Insurance.**

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

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, ORLANDO-COCOA 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 nor failure to disapprove the insurance furnished by ORLANDO-COCOA shall relieve ORLANDO-COCOA of ORLANDO-COCOA's full responsibility for performance of any obligation including ORLANDO-COCOA's indemnification of COUNTY under this Agreement.

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

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

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

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

(6) Specifications. Without limiting any of the other obligations or liability of ORLANDO-COCOA, ORLANDO-COCOA shall, at ORLANDO-COCOA'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 this Agreement, the insurance shall become effective prior to the commencement of the Event and shall be maintained in force until this Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(A) Commercial General Liability.

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

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

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit Each Occurrence Limit	\$1,000,000.00 \$1,000,000.00

(7) Coverage. The insurance provided by ORLANDO-COCOA 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 ORLANDO-COCOA.

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

Section 5. Billing and Payment. The COUNTY hereby agrees to provide funds to ORLANDO-COCOA up to a maximum sum of SEVENTEEN THOUSAND AND NO/100 DOLLARS (\$17,000.00) for placement of the tournament guarantees for Events listed in Exhibit "A" to this Agreement. Said funds are reimbursable upon:

(a) Receipt by the COUNTY of a Request for Funds Form, attached hereto and incorporated herein as Exhibit "B", from ORLANDO-COCOA requesting all or part of the above amount. The Request for Funds Form

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

(b) Verification by the Seminole County Economic Development/Tourism Director that ORLANDO-COCOA has placed the bids for which reimbursement is sought and has complied with all provision of this Agreement including reporting requirements;

(c) Payment requests shall be sent to:

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

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

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

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

Section 6. Reporting Requirements. In the performance of this Agreement, ORLANDO-COCOA shall maintain books, records and accounts of all activities in compliance with normal accounting procedures. Each Request for Funds Form shall detail costs incurred as referenced in

Exhibit A. ORLANDO-COCOA shall transmit and certify interim records with each Request for Funds Form submitted to the COUNTY.

Section 7. Non-Allowable Costs. The purpose for which Tourist Development Tax grant funds are provided to ORLANDO-COCOA shall not duplicate programs for which monies have been received, committed or applied for from another source. The monies provided hereunder shall be expended only for the activities or purposes set forth in Exhibit A. Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, feasibility studies or consulting services, real property or capital improvements, interest reduction in deficits and liens, prize money, scholarships, awards, plaques or certificates, private entertainment, lodging, food and beverages, and wages, salaries, administrative or travel expenses other than those appearing, if any, in Exhibit A.

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

Section 9. Access to Records. ORLANDO-COCOA shall allow the COUNTY, its duly authorized agent and the public access to such of ORLANDO-COCOA's records as are pertinent to all services provided hereunder at reasonable times and under reasonable conditions for

inspection and examination in accordance with Florida Statutes.

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

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

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

For COUNTY:

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

For ORLANDO-COCOA:

David Santiago
Orlando-Cocoa ISA
1035 Kerwood Circle
Oviedo, Florida 32765



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

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

Section 13. Entire Agreement.

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

(b) Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

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

Section 15. Conflict of Interest.

(a) ORLANDO-COCOA 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) ORLANDO-COCOA 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 ORLANDO-COCOA 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, ORLANDO-COCOA 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 to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

ATTEST:

Thomas Hart
Secretary



ORLANDO-COCOA ISA

By: *Don Stratton*
DON STRATTON
Chief Corporate Officer

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
Legal sufficiency.



County Attorney
AC/lpk
3/21/08
P:\Users\Legal Secretary CSB\Economic Development\2008 ISA softball.doc

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

EXHIBIT A

APPLICATION
TOURIST DEVELOPMENT SPONSORSHIP
FY 2007-08

I GENERAL INFORMATION

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

(1) NAME OF ORGANIZATION Orlando-Cocoa ISA

(2) COMPLETE ADDRESS OF ORGANIZATION:

STREET 1035 Kerwood Circle

CITY Oviedo ST FL ZIP 32765

PHONE: 407.427.4722 FAX: 407.971.8507 E-Mail isadavid45@aol.com

(3) NAME OF EVENT/PROJECT 2008 ISA Softball Championship Events (5 Events)

DATE OF EVENT Multiple dates in 2008 (See Attachment A) LOCATION Seminole County Softball Complex

DESCRIPTION OF EVENT Regional and National Adult Softball Events

(4) CONTACT PERSON David Santiago

(5) ORGANIZATION'S CHIEF OFFICIAL: David Santiago

TITLE: Director

Address if different from above:

Same as above

(6) AMOUNT REQUESTED \$ 17,000.00

(7) INTENDED USE OF FUNDS:

Bid Guarantee X

Promotion/Marketing _____

II DETAILS ON YOUR ORGANIZATION:

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

- (1) What are your organization's goals and objectives?

The ISA was founded in 1982 in Shelbyville, Tennessee, by Larry Nash. ISA is one of four (4) major governing bodies of amateur softball in America. ISA organizes and sanctions competitive participation in various formats and classifications through league and tournament play.

ISA's popularity has grown steadily throughout its history, with current registrations in excess of 15,000 teams, 2000 umpires and a network in excess of 350 directors covering over 25 states, Canada and Mexico.

- (2) What services does your organization provide?

Orlando-Cocoa ISA provides event management services for ISA (Independent Softball Association) Tournaments and Events.

- (3) How will your organization monitor expenditure of funds?

David Santiago, Director, will monitor the expenditure of any funds awarded to the ISA Softball Championships events staged in Seminole County. In addition, Orlando-Cocoa ISA will adhere to the Tourist Development Request for Sponsorship Funds application in the expense of funds consistent with the terms of the agreement developed by Seminole County Government.

- (4) How will your event bring additional visitors and hotel room nights to Seminole County?

Orlando-Cocoa ISA, in conjunction with the Central Florida Sports Commission, will develop a comprehensive registration package with information on local attractions, entertainment options and hotels in the area to attract teams and spectators to Seminole County from across the United States.

- (5) What is your organization's experience in managing sponsorships and grants?

Orlando-Cocoa ISA has received funding from the Seminole County Tourist Development Council since 2002 for numerous events staged within the County. Most recently, Orlando-Cocoa ISA was awarded a \$14,000 grant for specific ISA Softball Championships Events which were staged in Seminole County in 2007.

PREVIOUS EVENTS SPONSORED BY YOUR ORGANIZATION

Please provide three (3) years of event history.

Previous Event: 2006-2007 ISA Softball Championship Events (5 events)

Date Multiple Dates in 2007 Location Seminole County Softball Complex

Contact Name/Phone: David Santiago 407.427.4722

Out-of-State Participants 817 Room Nights 1,236 Economic Impact \$422,176

Previous Event: 2005-2006 ISA Softball Championship Events

Date Multiple Dates in 2006 Location Seminole County Softball Complex

Contact Name/Phone: Sean Meder 407.654.4041

Out-of-State Participants 1,724 Room Nights 4,546 Economic Impact \$1,022,564

Previous Event: 2004-2005 ISA Softball Championship Events

Date Multiple Dates in 2005 Location Seminole County Softball Complex

Contact Name/Phone: Sean Meder 407.654.4041

Out-of-State Participants 2,580 Room Nights 3,004 Economic Impact \$1,084,000

III EVENT INFORMATION (Use additional sheets where necessary.)

(1) NAME OF EVENT: 2008 ISA Softball Championship Events (Five Events Total)

(2) NUMBER OF DAYS: 2 DATE: Various (See Attachment A)

(3) EVENT OWNER (IF OTHER THAN YOUR ORGANIZATION)

COMPANY NAME Orlando-Cocoa ISA
ADDRESS: 1035 Kerwood Circle, Oviedo, FL 32765
PHONE and FAX (407) 427-4722 Fax: (407) 971-8507

(4) HOW WILL THIS EVENT CONTRIBUTE TO A POSTIVE IMAGE FOR SEMINOLE COUNTY?

The 2008 ISA Softball Championships Events will attract the top softball teams from across the United States to Seminole County for one or more exciting tournaments. Central Florida, specifically Seminole County, has long been known to be one of the premier destinations for hosting the most prestigious softball tournaments within the United States, typically hosting one or more national tournaments a year. With that being said, Orlando-Cocoa ISA truly believes we would strongly support bringing more national and regional softball events to the Seminole County Softball Complex based on the continued support we receive from Seminole County.

(5) DOES THIS EVENT HAVE FUTURE IMPLICATIONS, SPIN-OFFS, OR OTHER CONSIDERATIONS?

Orlando-Cocoa ISA has successfully been staging regional and national events in Seminole County since 1999, so an operationally and financially sound ISA Softball Championship series of events in 2008 will further establish the Orlando-Cocoa ISA's ability to be awarded more events on behalf of Seminole County for future years.

(6) PROJECTED NUMBER OF:

LOCAL PARTICIPANTS	<u>850</u>
LOCAL GUESTS	<u>390</u>
OUT-OF TOWN PARTICIPANTS	<u>2,407</u>
OUT-OF-TOWN GUESTS	<u>1,230</u>
OUT-OF-TOWN MEDIA	<u>0</u>

(7) TOTAL NUMBER OF HOTEL ROOMS REQUIRED IN SEMINOLE COUNTY FOR EVENT: Between 100 - 1,000 rooms would be needed per event

(8) PROVIDE THE ESTIMATED DIRECT ECONOMIC IMPACT ON SEMINOLE COUNTY FROM YOUR EVENT:

\$725,328

**PLEASE COMPLETE ECONOMIC IMPACT CALCULATION FORM.
(A COPY OF THIS FORM IN EXCEL FORMAT IS AVAILABLE ON
www.visitseminole.com)**

IV SPORTING EVENT (If Applicable)

(1) NAME OF
SPORT/EVENT: 2007-08 ISA Softball Championships Events

(2) LOCATION OF EVENT: Seminole County Softball Complex

Have Facility(s) been secured? Yes, please see Attachment A for list of tournaments and dates

Facility(s) cost: TBD

(3) TOTAL NUMBER OF FIELDS NEEDED: 5

(4) TOTAL NUMBER OF FIELDS NEEDED PER DAY: 5

(5) NUMBER OF LIGHTED FIELDS REQUIRED: 5

(6) PROVIDE FIELD USE TIMES BY DAY: TBD

(7) SPECIAL FIELD REQUIREMENTS (PLEASE SPECIFY):
NA

(8) SPECIAL SITE REQUIREMENTS:
NA

V CULTURAL/CIVIC EVENT

SITE REQUIREMENTS:
NA

CERTIFICATION

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



Don Stutton
Chief Corporate Officer

2-8-08
Date

Seal

Theresa Shaw
Corporation Secretary

2-8-08
Date

Seminole County - Economic Impact

2008 ISA National Events (Total for all 5 Events)				Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?							
How many adult out-of state participant days expected?							
How many adult out-of state spectator days expected?							
How many out-of state media/professional days expected?							
How many youth out-of state participant days are expected?							
How many youth out-of state spectator days are expected?							
How many in state participant/spectator/media/ professionals expected?							
What is the expected event-site spending?							
What other expenditures, if any, are anticipated?							
TOTAL DIRECT IMPACT =							
Total output economic impact:							
Total earnings impact:							
Total employment impact:							
STATE SALES TAX GENERATED:							
STATE SALES TAX REIMBURSED TO COUNTY:							
COUNTY LOCAL OPTION SALES TAX:							
TOTAL HOTEL IMPACT:							
COUNTY RESORT TAX RECOUPED:							
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:							
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:							
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE CITY:							
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE COUNTY:							
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE CITY:							
APPROXIMATE REVENUE RECOUPED BY THE COUNTY ON THE EVENT:							

132	\$ 152.00	2	\$ 40,128.00
120	\$ 152.00	2	\$ 36,480.00
	\$ 152.00		\$ -
	\$ 76.00		\$ -
	\$ 76.00		\$ -
4770	\$ 68.00	2	\$ 648,720.00
			\$ 725,328.00
Direct Impact	Multiplier		
\$ 725,328.00	1.5		\$ 1,087,992.00
\$ 725,328.00	0.57		\$ 413,436.96
\$ 725,328.00	22		15.96
	Non-Taxable Sales	Sales Tax Rate	
Direct Impact			
\$ 725,328.00		0.06	\$ 43,519.68
	State Sales Tax Generated	Florida DOR Disbursement Multiplier	
\$ 43,519.68		0.09653	\$ 4,200.95
	Non-Taxable Sales	Option Sales Tax Rate	
Direct Impact			
\$ 725,328.00		0.01	\$ 7,253.28
Estimated Nights In Town	Approximate Hotel Rooms Secured	Average Room Rate Per Night	
1002.5	2005	\$70.00	\$ 140,350.00
Total Hotel Impact		Resort Tax Rate	
\$ 140,350.00		0.03	\$ 4,210.50
			\$ 15,664.73
			\$ -
			\$ -
			\$ -
			\$ -
			\$ 15,664.73

Seminole County - Economic Impact

2008 ISA Triple Crown (80 Teams)	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				
How many adult out-of state participant days expected?		\$ 152.00		\$ -
How many adult out-of state spectator days expected?		\$ 152.00		\$ -
How many out-of state media/professional days expected?		\$ 152.00		\$ -
How many youth out-of state participant days are expected?		\$ 76.00		\$ -
How many youth out-of state spectator days are expected?		\$ 76.00		\$ -
How many in state participant/spectator/media/ professionals expected?	1524	\$ 68.00	2	\$ 207,264.00
What is the expected event-site spending?				
What other expenditures, if any, are anticipated?				
TOTAL DIRECT IMPACT =				\$ 207,264.00
Total output economic impact:	Direct Impact	Multiplier		
Total earnings impact:	\$ 207,264.00	1.5		\$ 310,896.00
Total employment impact:	\$ 207,264.00	0.57		\$ 118,140.48
	\$ 207,264.00	22		4.56
	Non-Taxable			
	Sales		Sales Tax Rate	
STATE SALES TAX GENERATED:	Direct Impact			
	\$ 207,264.00		0.06	\$ 12,435.84
			Florida DOR	
			Disbursement	
	State Sales Tax		Multiplier	
	Generated		0.09653	\$ 1,200.43
STATE SALES TAX REIMBURSED TO COUNTY:				
	Direct Impact		Option Sales	
	\$ 207,264.00		Tax Rate	
			0.01	\$ 2,072.64
COUNTY LOCAL OPTION SALES TAX:				
	Estimated Rooms	Approximate Hotel	Average Room	
	Per Night To Be Secured	Rooms Secured	Rate Per Night	
	285	570	\$70.00	\$ 39,900.00
TOTAL HOTEL IMPACT:	Total Hotel			
	Impact		Resort Tax Rate	
	\$ 39,900.00		0.03	\$ 1,197.00
COUNTY RESORT TAX RECOUPED:				
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:				\$ 1,197.00
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:				\$ 4,470.07
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE CITY:				\$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE COUNTY:				\$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE CITY:				\$ -
APPROXIMATE REVENUE RECOUPED BY THE COUNTY ON THE EVENT:				\$ -
APPROXIMATE REVENUE RECOUPED BY THE CITY ON THE EVENT:				\$ 4,470.07

Seminole County - Economic Impact

2008 Co-Ed States (50 Teams) Sept. 13-14	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				
How many adult out-of state participant days expected?		\$ 152.00		\$ -
How many adult out-of state spectator days expected?		\$ 152.00		\$ -
How many out-of state media/professional days expected?		\$ 152.00		\$ -
How many youth out-of state participant days are expected?		\$ 76.00		\$ -
How many youth out-of state spectator days are expected?		\$ 76.00		\$ -
How many in state participant/spectator/medical professionals expected?	954	\$ 68.00	2	\$ 129,744.00
What is the expected event-site spending?				
What other expenditures, if any, are anticipated?				
TOTAL DIRECT IMPACT =				\$ 129,744.00
Total output economic impact:	Direct Impact	Divider	Multiplier	
Total earnings impact:	\$ 129,744.00		1.5	\$ 194,616.00
Total employment impact:	\$ 129,744.00	1,000,000	0.57	\$ 73,954.08
			22	2.85
	Non-Taxable Sales			
STATE SALES TAX GENERATED:	Direct Impact	Sales	Sales Tax Rate	
	\$ 129,744.00		0.06	\$ 7,784.64
		State Sales Tax Generated	Florida DOR	
		\$ 7,784.64	Disbursement Multiplier	
STATE SALES TAX REIMBURSED TO COUNTY:			0.09653	\$ 751.45
	Non-Taxable Sales		Option Sales Tax Rate	
COUNTY LOCAL OPTION SALES TAX:	Direct Impact	Sales	Tax Rate	
	\$ 129,744.00		0.01	\$ 1,297.44
	Estimated Rooms	Approximate Hotel Rooms Secured	Average Room Rate Per Night	
	Per Night To Be Secured	380	\$70.00	\$ 26,600.00
TOTAL HOTEL IMPACT:	Total Hotel Impact		Resort Tax Rate	
	\$ 26,600.00		0.03	\$ 798.00
COUNTY RESORT TAX RECOUPED:				\$ 798.00
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:				\$ 798.00
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:				\$ 2,846.89
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE CITY:				\$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE COUNTY:				\$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE CITY:				\$ -
APPROXIMATE REVENUE RECOUPED BY THE COUNTY ON THE EVENT:				\$ -
APPROXIMATE REVENUE RECOUPED BY THE CITY ON THE EVENT:				\$ 2,846.89

Seminole County - Economic Impact

2008 ISA E-NIT Masters 50 Teams	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				
How many adult out-of state participant days expected?		\$ 152.00		\$ -
How many adult out-of state spectator days expected?		\$ 152.00		\$ -
How many out-of state media/professional days expected?		\$ 152.00		\$ -
How many youth out-of state participant days are expected?		\$ 76.00		\$ -
How many youth out-of state spectator days are expected?		\$ 76.00		\$ -
How many in state participant/spectator/media/ professionals expected?	954	\$ 68.00	2	\$ 129,744.00
What is the expected event-site spending?				
What other expenditures, if any, are anticipated?				
TOTAL DIRECT IMPACT =				\$ 129,744.00
Total output economic impact:	Direct Impact	Multiplier		
Total earnings impact:	\$ 129,744.00	1.5		\$ 194,616.00
Total employment impact:	\$ 129,744.00	0.57		\$ 73,954.08
	\$ 129,744.00	22		2.85
		Non-Taxable		
	Direct Impact	Sales	Sales Tax Rate	
STATE SALES TAX GENERATED:	\$ 129,744.00		0.06	\$ 7,784.64
		Florida DOR		
		Disbursement		
		State Sales Tax Generated	Multiplier	
STATE SALES TAX REIMBURSED TO COUNTY:		\$ 7,784.64	0.09653	\$ 751.45
		Non-Taxable	Option Sales	
	Direct Impact	Sales	Tax Rate	
COUNTY LOCAL OPTION SALES TAX:	\$ 129,744.00		0.01	\$ 1,297.44
	Estimated Rooms	Approximate Hotel	Average Room	
	Per Night To Be Secured	Rooms Secured	Rate Per Night	
TOTAL HOTEL IMPACT:	166	333	\$70.00	\$ 23,310.00
	Total Hotel			
	Impact		Resort Tax Rate	
COUNTY RESORT TAX RECOUPED:	\$ 23,310.00		0.03	\$ 699.30
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:				\$ 699.30
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:				\$ 2,748.19
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE CITY:				\$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE COUNTY:				\$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE CITY:				\$ -
APPROXIMATE REVENUE RECOUPED BY THE COUNTY ON THE EVENT:				\$ -
APPROXIMATE REVENUE RECOUPED BY THE CITY ON THE EVENT:				\$ 2,748.19

Seminole County - Economic Impact

2008 ISA D States (50 Teams)	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				
How many adult out-of state participant days expected?		\$ 152.00		\$ -
How many adult out-of state spectator days expected?		\$ 152.00		\$ -
How many out-of state media/professional days expected?		\$ 152.00		\$ -
How many youth out-of state participant days are expected?		\$ 76.00		\$ -
How many youth out-of state spectator days are expected?		\$ 76.00		\$ -
How many in state participant/spectator/media/ professionals expected?	954	\$ 68.00	1	\$ 64,872.00
What is the expected event-site spending?				
What other expenditures, if any, are anticipated?				
TOTAL DIRECT IMPACT =				\$ 64,872.00
Total output economic impact:	Direct Impact	Divider	Multiplier	
Total earnings impact:	\$ 64,872.00		1.5	\$ 97,308.00
Total employment impact:	\$ 64,872.00	1,000,000	0.57	\$ 36,977.04
			22	1.43
		Non-Taxable Sales		
STATE SALES TAX GENERATED:	Direct Impact	Sales Tax Rate		
	\$ 64,872.00	0.06		\$ 3,892.32
		Florida DOR Disbursement		
		State Sales Tax Generated	Multiplier	
		\$ 3,892.32	0.09653	\$ 375.73
STATE SALES TAX REIMBURSED TO COUNTY:				
	Direct Impact	Non-Taxable Sales	Option Sales Tax Rate	
	\$ 64,872.00		0.01	\$ 648.72
COUNTY LOCAL OPTION SALES TAX:				
	Estimated Rooms	Approximate Hotel Rooms Secured	Average Room Rate Per Night	
	Per Night To Be Secured	500	\$70.00	\$ 35,000.00
TOTAL HOTEL IMPACT:				
	250	2		
	Total Hotel Impact			
	\$ 35,000.00	Resort Tax Rate		
COUNTY RESORT TAX RECOUPED:				
		0.03		\$ 1,050.00
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:				\$ 2,074.45
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:				\$ -
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE CITY:				\$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE COUNTY:				\$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE CITY:				\$ -
APPROXIMATE REVENUE RECOUPED BY THE COUNTY ON THE EVENT:				\$ 2,074.45

Seminole County - Economic Impact

2008 ISA C-National (30 Teams)	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				
How many adult out-of state participant days expected?	132	\$ 152.00	2	\$ 40,128.00
How many adult out-of state spectator days expected?	120	\$ 152.00	2	\$ 36,480.00
How many out-of state media/professional days expected?		\$ 152.00		\$ -
How many youth out-of state participant days are expected?		\$ 76.00		\$ -
How many youth out-of state spectator days are expected?		\$ 76.00		\$ -
How many in state participant/spectator/media/ professionals expected?	384	\$ 68.00	2	\$ 52,224.00
What is the expected event-site spending?				
What other expenditures, if any, are anticipated?				
TOTAL DIRECT IMPACT =				\$ 128,832.00
Total output economic impact:	Direct Impact	Divider	Multiplier	
Total earnings impact:	\$ 128,832.00		1.5	\$ 193,248.00
Total employment impact:	\$ 128,832.00	1,000,000	0.57	\$ 73,434.24
			22	2.83
		Non-Taxable Sales		
STATE SALES TAX GENERATED:	Direct Impact	Sales Tax Rate		
	\$ 128,832.00	0.06		\$ 7,729.92
		Florida DOR		
		State Sales Tax Generated	Disbursement Multiplier	
		\$ 7,729.92	0.09653	\$ 746.17
		Non-Taxable Sales	Option Sales Tax Rate	
COUNTY LOCAL OPTION SALES TAX:	Direct Impact			
	\$ 128,832.00		0.01	\$ 1,288.32
	Estimated Rooms	Approximate Hotel Rooms Secured	Average Room Rate Per Night	
	111	222	\$70.00	\$ 15,540.00
TOTAL HOTEL IMPACT:	Estimated Nights in Town			
	2			
	Total Hotel Impact		Resort Tax Rate	
	\$ 15,540.00		0.03	\$ 466.20
COUNTY RESORT TAX RECOUPED:				
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:				\$ 2,500.69
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:				\$ -
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE CITY:				\$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE COUNTY:				\$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE CITY:				\$ -
APPROXIMATE REVENUE RECOUPED BY THE COUNTY ON THE EVENT:				\$ 2,500.69

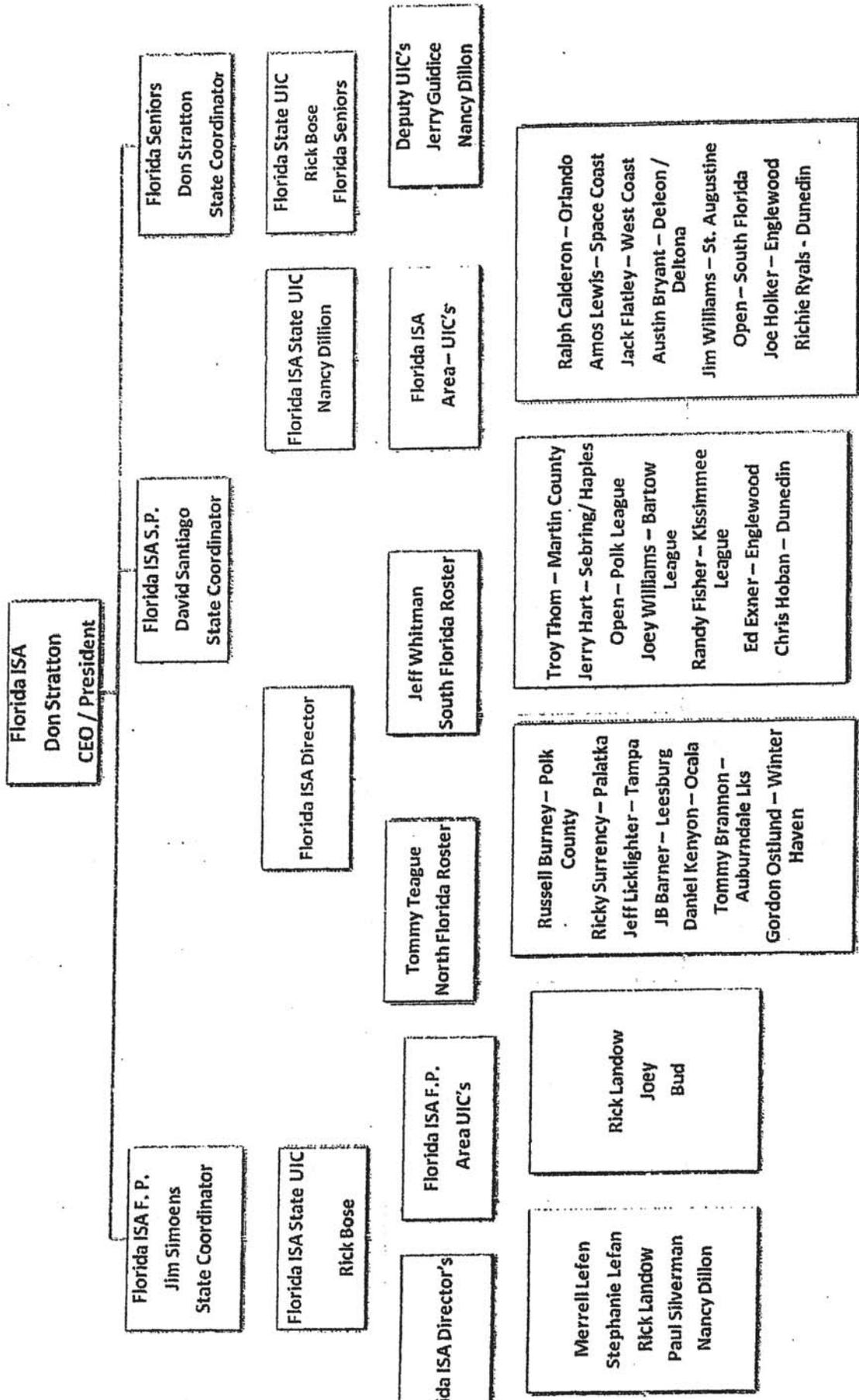
ATTACHMENT A

ISA - Softball - Seminole County Tournament Dates:

				Projected # of Teams	Bid Fee	
22-Mar 23-Mar	Seminole Softball Complex Apopka	National	E - NIT - Master's E - NIT - Master's	50 -60 teams	\$ 3,000.00	
7/12/2008 & 7/13/2008 7/12/2008 & 7/13/2008 7/12/2008 & 7/13/2008	Seminole Softball Complex RedBug Lake Park Apopka	Triple Crown States Triple Crown States Triple Crown States	Triple Crown - Mens - E/D/C - Co-ed / Wm Triple Crown - Mens - E/D/C - Co-ed / Wm Triple Crown - Mens - E/D/C - Co-ed / Wm	90-100 - teams	\$ 5,000.00	
19-Jul	Seminole Softball Complex	States	D - State Championship D - State Championship	50 teams	\$ 3,000.00	
30-Aug	Seminole Softball Complex Apopka	National - World	Southern Men's Class C - National	30-40 Teams	\$ 4,000.00	
13-Sep	Seminole Softball Complex Apopka	States	E / D / WM - Co-ed States	40-50 Teams	\$ 2,000.00	
Total Funding					\$ 17,000.00	

* Events that were hosted in Seminole County in 2007

Florida ISA Organizational Chart



PRODUCER CHAPPELL INSURANCE AGENCY 25807-A COX ROAD PETERSBURG, VA 23803	1-804-733-2020	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 INDEPENDENT SOFTBALL ASSOCIATION 670 WEST MAIN ST. BARTOW, FL 33830		INSURERS AFFORDING COVERAGE INSURER A: MT. HAWLEY INSURANCE CO 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, EXCLUSION AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	MPE 0005098	01/01/08	01/01/09	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (any one fire)	\$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (any one person)	\$ EXCLUDED
	<input checked="" type="checkbox"/> PLL - \$2,000,000				GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES: <input type="checkbox"/> POLIC <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PERSONAL ADV INJURY	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER					
	EXCESS LIABILITY				EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				AGGREGATE	\$

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

COVERAGE IS IN EFFECT DURING THE PRACTICE AND PLAY OF ANY INDEPENDENT SOFTBALL ASSOCIATION SANCTIONED ACTIVITY. FIELD/FACILITY OWNER LISTED BELOW IS A NAMED INSURED UNDER ABOVE REFERENCED POLICIES.

Coverage is effective 2/15/2008

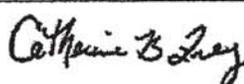
CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER	CANCELLATION
SEMINOLE COUNTY 264 NORTH AVE. ALAMONTE SPRINGS, FL 32714 CERTIFICATE #: ANI-9		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

EXHIBIT "B"
REQUEST FOR FUNDS

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

EVENT NAME _____
ORGANIZATION _____
STREET ADDRESS _____
CITY _____ STATE _____ ZIP _____
NAME OF CONTACT _____ CONTACT TELEPHONE _____
CONTACT E-MAIL _____

EVENT DATE FROM _____ TO _____

REQUEST # _____

() INTERIM REPORT () FINAL REPORT

TOTAL CONTRACT AMOUNT \$20,000

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

(For Final Report only)

Please complete the following:

#of Hotels used _____

#of Hotel room nights _____

#of out-of-town participants _____

#of out-of-town fans _____

#of out-of-town media _____

Total direct economic impact \$ _____

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

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

SIGNATURE _____ TITLE _____

**Exhibit C
Seminole County - Economic Impact**

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

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of the original Water and Sewer Maintenance Bond for the project known as Lake Jessup Woods

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve the release of the original Water and Sewer Maintenance Bond in the amount of \$60,330.00 for the project known as Lake Jessup Woods.

District 1 Bob Dallari

Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Maintenance Bond #929358153 dated 02/15/06 (Greater Homes n/d/b/a Meritage Homes) in the amount of \$60,330.00 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Lake Jessup Woods.

STAFF RECOMMENDATION:

Staff recommends the Board to approve the release of the original Water and Sewer Maintenance Bond in the amount of \$60,330.00 for the project known as Lake Jessup Woods.

ATTACHMENTS:

1. Original Bond and Request for Release letter

Additionally Reviewed By: No additional reviews



March 27, 2008

Becky Noggle
Seminole County
Environmental Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773

Hello Becky,

I am sending this letter as a request to release Maintenance Bond #929358153 in the amount of \$60,330.00. Per the attached letter we passed the inspection conducted on March 10th, 2008.

Please update our company name and contact information to:

Meritage Homes
5337 Millenia Lakes Boulevard, Suite 160
Orlando, Florida 32839
407-712-8640

Should you have any questions, please call me at 407-712-8662.

Thank you,

A handwritten signature in black ink, appearing to read "VM", written over a horizontal line.

Virginia Musselwhite

Cc: Tammy Alverson

ENVIRONMENTAL SERVICES DEPARTMENT



March 11, 2008

Greater Homes
1105 Kensington Park Dr.
Altamonte Springs, FL 32714

RECEIVED

MAR 21 2008

Re: Maintenance Bond

Project Name: Lake Jessup Woods
Bond# 929358153
Amount: \$60,330.00
District #5

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on 03/10/08 to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of 03/10/08, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

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

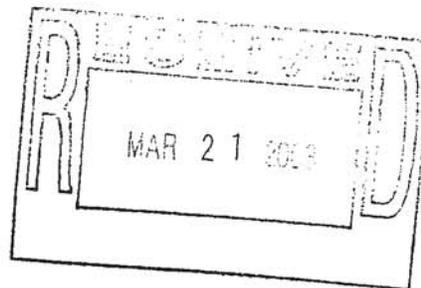
If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

A handwritten signature in black ink, appearing to read "Brent Keith", written over a horizontal line.

Brent Keith
Sr. Utilities Inspector

c: Project File



MAINTENANCE BOND FOR WATER AND SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That we, Greater Homes, Inc., whose address is 1105 Kensington Park Drive, Altamonte Springs, Florida 32714, hereinafter referred to as "PRINCIPAL," and Western Surety Company whose address is Sioux Falls, South Dakota, hereinafter referred to as "SURETY," are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," in the sum of \$60,330.00 for the payment of which we bind ourselves, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has constructed certain improvements, including water and sewer facilities and other appurtenances in that certain subdivision described as LAKE JESUP WOODS, a plat of which is recorded in Plat Book 65, Pages 59 - 62, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated December 2, 2004, and filed with the COUNTY Department of Environmental Services; and

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

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

The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall 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 costs. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including, specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

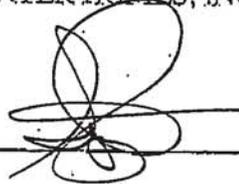
The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case 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 and the SURETY shall be jointly and severally liable hereunder to reimburse the COUNTY the total costs thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages either direct or consequent which have been sustained on account of the failure of the PRINCIPAL to correct such defects.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 14 day of February, 2006.

1105 Kensington Park Drive
Altamonte Springs, Florida 32714

GREATER HOMES, INC. (PRINCIPAL)

By:



CFO

Title

Corporate Seal

WESTERN SURETY COMPANY (SURETY)

Address:

By:



Its Attorney-in-Fact C D McBryde

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jeff Johnson, John Watson, Jr., James W McEwan, Donald B Boone, C D McBryde, Individually

of Maitland, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated; by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 15th day of September, 2004.

WESTERN SURETY COMPANY

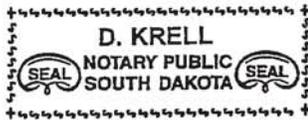


Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of September, 2004, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2006



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14 day of February, 2006.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: FPL Right of Way Consent Agreement Lake Hayes

DEPARTMENT: Environmental Services

DIVISION: Planning Engineering Inspections

AUTHORIZED BY: John Cirello

CONTACT: Patty Leviti

EXT: 2132

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Memorandum of Right-of-Way Consent Agreement and Right-of-Way Consent Agreement needed in conjunction with CIP Project "Consumer/Lake Hayes 24-Inch Water Transmission Main-Phase 2".

District 1 Bob Dallari

Dennis Westrick

BACKGROUND:

As part of the Consumer/Lake Hayes 24-Inch Water Transmission Main-Phase 2 Project, a Consent Agreement from Florida Power and Light Company will be required for construction and future maintenance. Attached are the Memorandum of Right-of-Way Consent Agreement and Right-of-Way Consent Agreement with the Exhibits.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Memorandum of Right-of-Way Consent Agreement and Right-of-Way Consent Agreement needed in conjunction with CIP Project "Consumer/Lake Hayes 24-Inch Water Transmission Main-Phase 2".

ATTACHMENTS:

1. FPL ROW Consent Agreement Consumers - Lake Hayes WTM-Ph II

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

This Instrument Prepared By:
Brett Coomer - CRE/CSN
Florida Power & Light Company
P.O. Box 2851
Daytona Beach, FL 32120-2851

MEMORANDUM OF RIGHT-OF-WAY CONSENT AGREEMENT

THIS MEMORANDUM OF RIGHT-OF-WAY CONSENT AGREEMENT dated this ____ day of _____, 2008, by and between SEMINOLE COUNTY, (hereinafter referred to as "Licensee"), and FLORIDA POWER & LIGHT COMPANY, a Florida corporation (hereinafter referred to as "Company").

WITNESSETH:

WHEREAS, on the __ day of _____, 2008, Company and Licensee entered into a written Right-of-Way Consent Agreement, hereinafter referred to as the "Agreement" related to certain property situated in the County of Seminole, State of Florida as more particularly set forth in said Agreement and described in Exhibit "A" attached hereto and made a part hereof and hereinafter referred to as the "Lands", and

WHEREAS, the parties are desirous of placing their interest therein as a matter of public record.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the parties intending to be legally bound thereby, the parties hereto agree as follows:

1. The property described in Exhibit "A" is subject to a right-of-way in favor of Company recorded in O.R. Book 132 at Page 394, O.R. Book 133 at Page 236, O.R. Book 134 at Page 42, O.R. Book 143 at Page 251 and O.R. Book 183 at Page 127, Public Records of Seminole County, Florida.

2. The Agreement provides, among other things, Licensee's right to construct certain improvements upon the Lands including, but not limited to installation of a 24" water transmission main running parallel in southern most ten foot (10') of FPL easement as subject to certain conditions and restrictions.

3. The Agreement is assignable to purchasers of all or a portion of the Lands provided that the purchasers assume the obligations under the Agreement and specifically acknowledge and agree that the use of the property and improvements to be placed on the property are strictly limited to those items within easement from structures A35X5 – A33X8 and B35X1 – B33X8 and are otherwise subject to the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the date hereinabove written.

Witnesses:

Company:
FLORIDA POWER & LIGHT COMPANY

Signature

By: _____
Its: Corporate Real Estate Manager
Print Name: J. T. Corson

Name (Print):

Signature

Name (Print):

ATTEST:

LICENSEE:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of County
Commissioners at its _____, 2008, regular
meeting.

Approved as to form and legal sufficiency.

County Attorney

State of Florida)
)ss:
County of Palm Beach)

On this _____ day of _____, 2008, before me, the undersigned Notary Public, personally appeared J. T. Corson, Corporate Real Estate Manager of Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized to do so.

In Witness Whereof, I hereunto set my hand and official seal.

(seal)

NOTARY PUBLIC, STATE OF FLORIDA

Print Name: _____

Commission No.: _____

My Commission Expires:

State of)
)ss:
County of _____)

On this _____ day of _____, 2008, before me, the undersigned notary public, personally appeared _____, _____ personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that she executed the same on behalf of said corporation and that she was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(seal)

NOTARY PUBLIC, STATE OF

Print Name: _____

Commission No.: _____

My Commission Expires:

Exhibit A

Legal Description

A right- of- way 110 feet in width being more particularly described as the South 110 feet of Lot 111, Slavia Colony's Co's. Subdivision as recorded in Plat Book 2, Page 71, public records of Seminole County.

Also A right-of-way 110 feet in width being more particularly described as the South 110 feet of Lot 8, Slavia Colony's Co's. Subdivision as recorded in Plat Book 2, Page 71, public records of Seminole County, Florida.

Also A right-of-way 110 feet in width being more particularly described as the South 110 feet of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 28, Township 21 South, Range 31 East, Seminole County, Florida.

Also A right-of-way 110 feet in width being more particularly described as the South 110 feet of the East 9 chains of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, Township 21 South, Range 31 East, Seminole County , Florida.

Also A right-of-way 110 feet in width more particularly described as the South 110 feet of the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, Township 21 South, Range 31 East, Seminole County, Florida.

Line Name: Poinsett – Sanford 1, 2, & 3
Structure No.: A33X8 – A35X5 and B35X1 – B33X8
Section(s), Township, Range: 27-21S-31E, 28-21S-31E, 29-21S-31E

RIGHT-OF-WAY CONSENT AGREEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department hereinafter referred to as "Company", hereby consents to SEMINOLE COUNTY, whose mailing address is 1101 East First Street, Sanford, FL 32771 hereinafter referred to as "Licensee", using an area within Company's right-of-way granted by that certain agreement recorded in O.R. Book 132 at Page 394, O.R. Book 133 at Page 236, O.R. Book 134 at Page 42, O.R. Book 143 at Page 251, and O.R. Book 183 at Page 127, Public Records of Seminole County, Florida. The said area within, and located to the edge of, Company's right-of-way is hereinafter referred to as the "Lands". The use of the Lands by Licensee shall be solely for the purpose of installing 24" water transmission main running parallel in southern most ten feet (10') of FPL easement as shown on the plans and specifications submitted by Licensee and drawn by Rockett & Associates, c/o R. Kent Veech, P.E., dated September 2007, attached hereto as Exhibit "A".

In consideration for Company's consent and for the other mutual covenants set forth below, and for Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensee agrees to obtain all necessary rights from the owners of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.

2. Licensee understands and agrees that the use of the Lands pursuant to this Agreement is subordinate to the rights and interest of Company in and to the Lands and agrees to notify its employees, agents, and contractors accordingly. Company specifically reserves the right to maintain its facilities located on the Lands; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company's business or operations; and the right to enter upon the Lands at all times for such purposes. Licensee understands that in the exercise of such rights and interest, Company from time-to-time may require Licensee, to relocate, alter, or remove its facilities and equipment, including parking spaces and areas, and other improvements made by Licensee pursuant to this Agreement which interfere with or prevent Company, in its opinion, from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate, alter, or remove said facilities, equipment, parking spaces and areas, and other improvements within one (1) year of receiving notice from Company to do so. Such relocation, alteration, or removal will be made at the sole cost and expense of Licensee and at no cost and expense to Company; provided however, should Licensee, for any reason, fail to make such relocation, alteration, or removal, Company retains the right to enter upon the Lands and make said relocation, alteration, or removal of Licensee's facilities, equipment, parking spaces and areas, and other improvements and Licensee hereby agrees to reimburse Company for all of its costs and expense incurred in connection therewith upon demand.

3. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees, to the extent permitted by Florida law, to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this Agreement.

4. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery on the Lands capable of extending greater than fourteen (14) feet above existing grade and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a forty (40) foot wide setback, twenty (20) feet on each side, from Company's facilities.

5. Trees, shrubs, and other foliage planted or to be planted upon the Lands by Licensee are not to exceed, at maturity, a height of fourteen (14) feet above existing grade. Licensee hereby agrees to maintain the height of all vegetation on the Lands at a height not to exceed fourteen (14) feet above existing grade.

6. Outdoor lighting installed or to be installed upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above existing grade and all poles or standards supporting light fixtures are to be of a non-metallic material.

7. Sprinkler systems installed or to be installed by Licensee upon the Lands are to be constructed of a non-metallic material and sprinkler heads are to be set so the spray height does not exceed fourteen (14) feet above existing grade and does not make contact with any Company's facilities. Aboveground systems shall not be installed within or across Company patrol or finger roads and underground systems crossing said patrol and finger roads are to be buried at a minimum depth of one (1) foot below existing road grade.

8. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities.

9. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris caused by Licensee, its agent employees, contractors, sub-contractors and invitees.

10. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purposes.

11. Notwithstanding any provision contained herein, Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement or change.

12. Licensee agrees it will exercise its privileges hereunder at its own sole risk and agrees to indemnify (subject to the limitations of Section 768.28 of Florida Statutes) and save harmless Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (hereinafter referred to as "FPL Entities"), from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property as permitted by Florida law arising out of or in connection with the herein described purposes by Licensee, its contractors, agents, or employees; and Licensee agrees to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense.

13. Licensee is self-insured and will provide Company with letter confirming such self insurance in form reasonably satisfactory to FPL's Risk Management Department. Licensee shall, during the period of this Agreement, cause its contractors to maintain at such contractor's sole expense a liability policy with minimum limits of \$2,000,000 for bodily injury or death of person(s) and \$2,000,000 for property damage arising out of a single occurrence. Licensee's contract with such contractors shall include a provision that the contractors agrees to exercise its privileges hereunder at its own sole risk and agrees to indemnify and save harmless Licensee and Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (the latter being hereinafter referred to as the "FPL Entities"), from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to

any person or damage to any property, whether or not due to or caused by the negligence of FPL Entities, arising out of or in connection with the herein described purposes; and contractor agrees to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense. Contractor's indemnity obligation per occurrence shall not exceed the sum of Two Million Dollars (\$2,000,000.00) for claims arising from a single occurrence. The limits of contractor's indemnity obligations under this section shall not apply to or limit contractor's responsibility for attorneys' fees and costs. The selection of counsel by contractor or by its insurer to represent and defend the FPL Entities shall be subject to the prior written approval of Company. Contractor's obligations under this Section shall survive expiration or other termination of this agreement between contractor and Licensee.

All such policies of insurance shall be endorsed to insure against obligations assumed by contractor in the indemnity. A certificate of insurance shall be furnished to Company evidencing that said policy of insurance is in force and will not be cancelled or materially changed so as to affect the interests of FPL Entities until ten (10) days written notice has been furnished to Company. Upon request, copies of policies will be furnished to Company. Licensee understands and agrees that the use of the Lands for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

14. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated upon ninety (90) days written notice by Company to Licensee, or at the option of Company, immediately upon Licensee failing to comply with or to abide by any or all of the provisions contained herein.

15. The use granted herein as shown on Exhibit "A" shall be under construction by Licensee within one (1) year of the effective date of this Agreement and the construction shall be diligently pursued to completion. Licensee shall give Company ten (10) days prior written notice of its commencement of construction. "Under construction" is the continuous physical activity of placing the foundation or continuation of construction above the foundation of any structure or improvement permitted hereunder. Under construction does not include application for or obtaining a building permit, a site plan approval or zoning approval from the appropriate local government agency having jurisdiction over the activity, purchasing construction materials, placing such construction materials on the site, clearing or grading the site (if permitted) in anticipation of construction, site surveying, landscaping work or reactivating construction after substantially all construction activity has remained stopped for a period of two (2) months or more. Licensee acknowledges that failure to have the use under construction within the one (1) year time period will result in immediate termination of this Agreement in accordance with Paragraph 14 herein for failing to comply with the provisions contained herein unless Licensor grants a written extension for a mutually agreed upon time. Any request for an extension of time shall be submitted in writing by Licensee no later than thirty (30) days prior to the expiration of the one (1) year period for the project to be under construction.

16. The term "Licensee" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Licensee and subject to no conditions precedent or otherwise.

17. Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. In the event of any litigation arising out of enforcement of this Consent Agreement, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorneys' fees.

18. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of the company, which consent shall not be unreasonably withheld.

The parties have executed this Agreement this _____ day of _____, 2008.

Witnesses:

FLORIDA POWER & LIGHT COMPANY

Signature:
Print Name: _____

By: _____
Its: Corporate Real Estate Project Manager
Print Name: J. T. Corson

Signature:
Print Name: _____

ATTEST:

LICENSEE:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of County
Commissioners at its _____, 2008, regular
meeting.

Approved as to form and legal sufficiency.

County Attorney

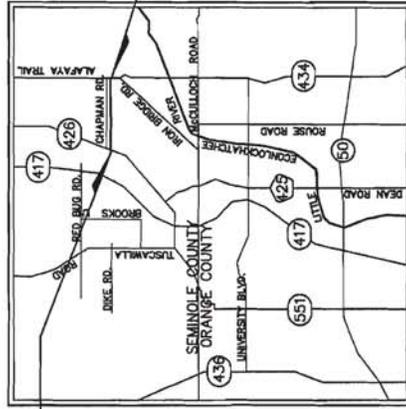
EXHIBIT "A"

Construction Plans for

CONSUMER / LAKE HAYES 24-INCH WATER TRANSMISSION MAIN-PHASE II

Prepared for

SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT

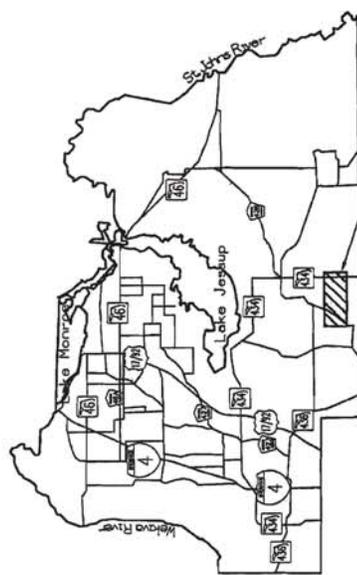


PROJECT LOCATION MAP

SEPTEMBER, 2007

PLANS PREPARED BY :

R&A
ROCKETT & ASSOCIATES
 CONSULTING / CIVIL ENGINEERS & SURVEYORS (COA 3461)
 1685 Lee Road, Suite 100, Winter Park, Florida 32789
 (407) 894-3894 FAX (407) 894-3895
 www.rockettingeering.com



PROJECT VICINITY MAP

LOCATION OF PROJECT
SEC. 27, 28, 29
TWP. 21S, RGE. 31E

SEMINOLE COUNTY
 BOARD OF COUNTY COMMISSIONERS

Bob Dallari
 District 1

Brenda Carey
 District 5,

Michael McLean
 District 2

Dick Van Der Weide
 District 3

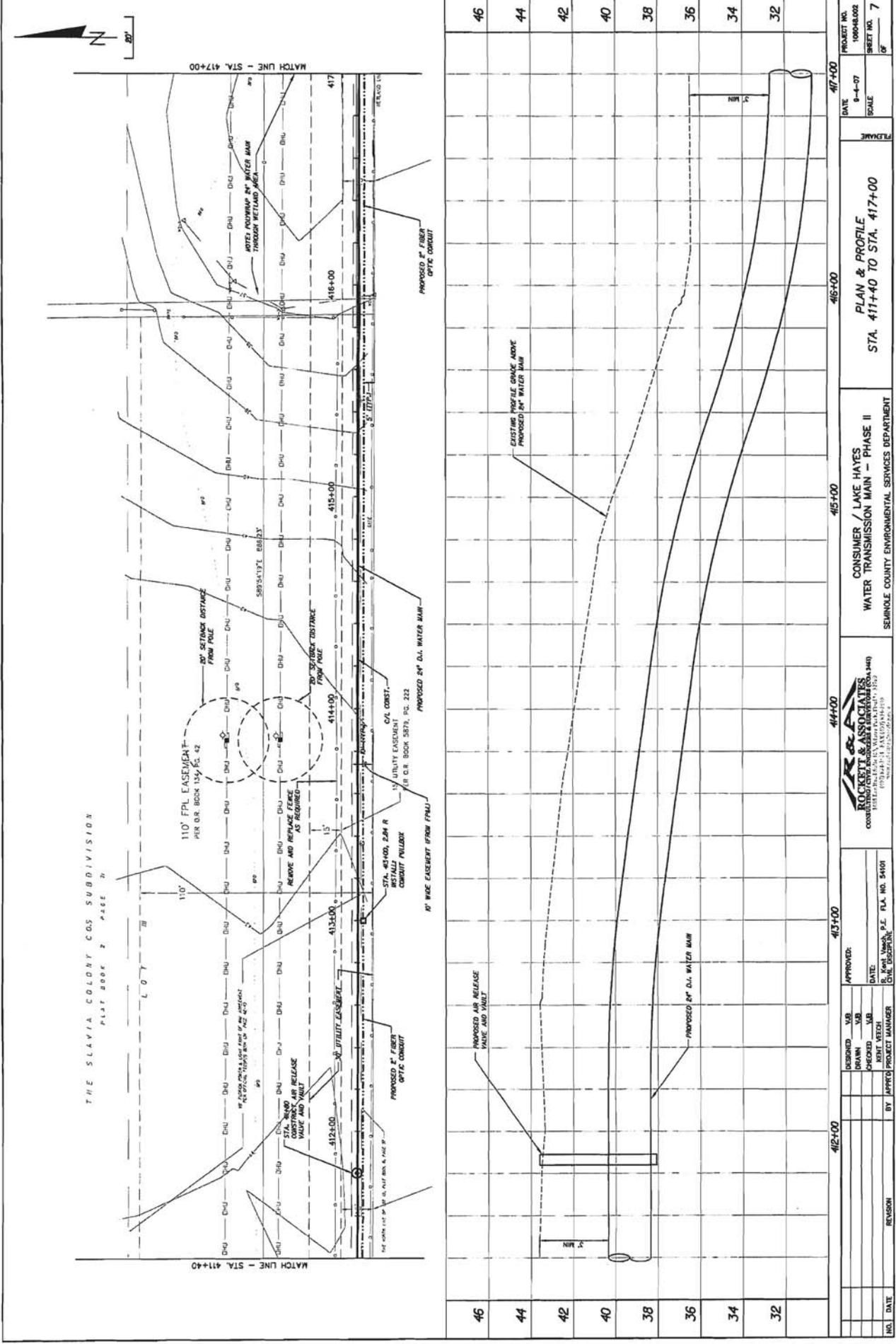
Carlton D. Henley
 District 4

CIP NUMBER: 0168801

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN CHANGED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

UTILITY PLANS
 APPROVED BY: R. KENT VEECH, P.E.
 DATE: SEPTEMBER, 2007
 P.E. NO.: 54101

ENGINEER'S PROJECT No. 108048.002



THE SLAVIA COLONY CDS SUBDIVISION
 PLAT BOOK 2 PAGE 71



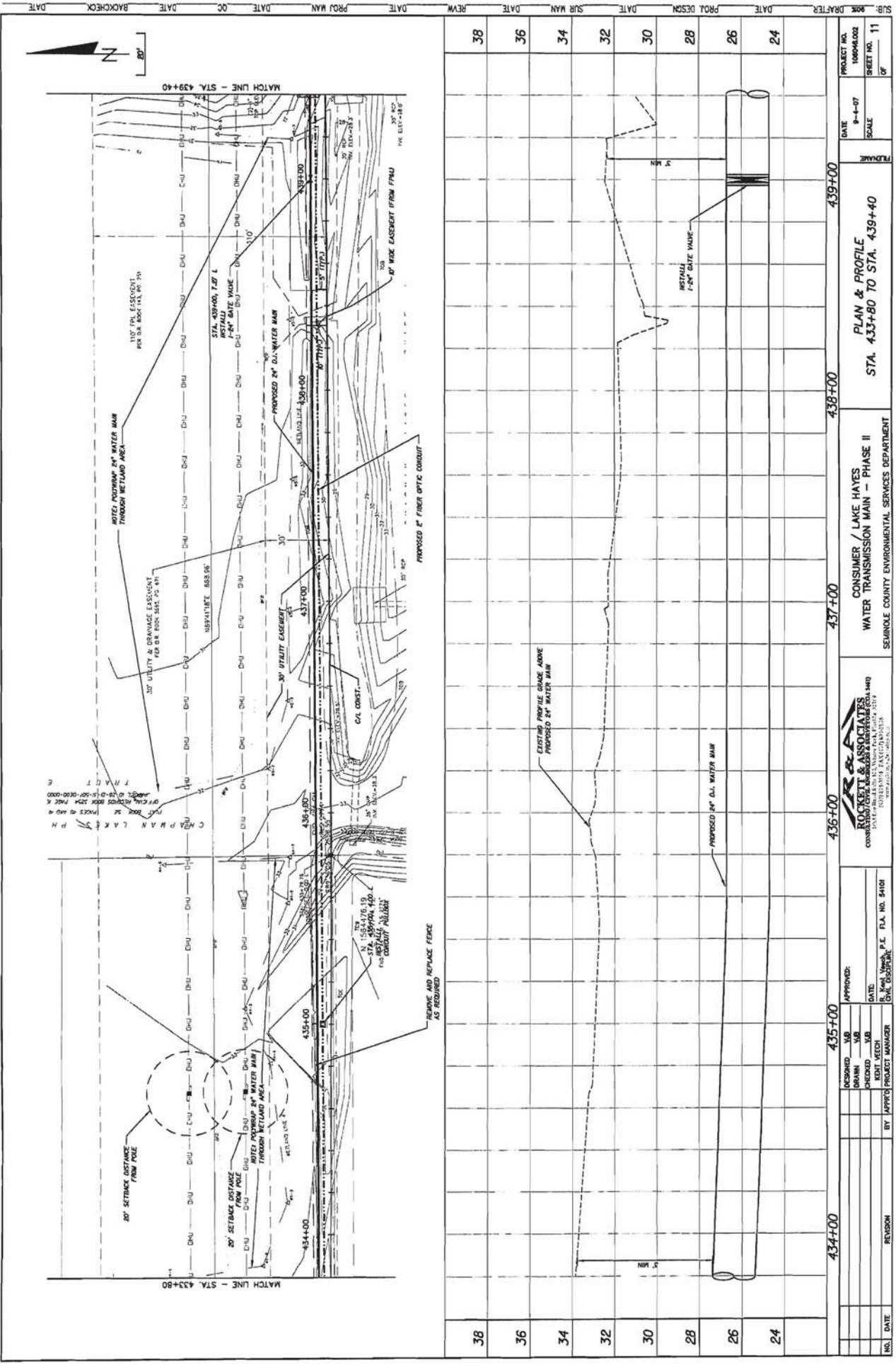
APPROVED: _____
 DATE: _____
 PROJECT MANAGER: _____

DESIGNED: _____
 CHECKED: _____
 PROJECT MANAGER: _____

NO. DATE REVISION

CONSUMER / LAKE HAYES
 WATER TRANSMISSION MAIN - PHASE II
 SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT

PROJECT NO. 10048.002
 SHEET NO. 7 OF 10



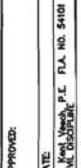
NO.	DATE	REVISION	BY	APPROX PROJECT MANAGER	DATE	APPROVED:

PROJECT NO.	100046002
DATE	9-4-07
SCALE	
SHEET NO.	11
OF	

PLAN & PROFILE
 STA. 433+80 TO STA. 439+40

CONSUMER / LAKE HAYES
 WATER TRANSMISSION MAIN - PHASE II

SEMIWOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT



APPROVED: [Signature]
 DATE: [Date]
 BY: [Name], P.E. P.L. NO. 5408

DESIGNED	YB
DRAWN	YB
CHECKED	YB
EDIT	VECH

PROJ. DESIGN DATE: _____ SURV. MAN DATE: _____ REVM. DATE: _____
 PROJ. MAN DATE: _____ DATE: _____ DATE: _____
 BACKCHECK DATE: _____

NO.	DATE	REVISION
38		
36		
34		
32		
30		
28		
26		
24		

PROJECT NO.	14
DATE	8-07
SCALE	1" = 40'
SHEET NO.	14
OF	14

PLAN & PROFILE
STA. 450+60 TO STA. 456+20

CONSUMER / LAKE HAYES WATER TRANSMISSION MAIN - PHASE II
SEMI-ANNUAL ENVIRONMENTAL SERVICES DEPARTMENT

ROCKETT & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
1000 S. TAMPA AVENUE, SUITE 200
TAMPA, FLORIDA 33604
TEL: 813-289-1100 FAX: 813-289-1101

DESIGNED: M.B. DRAWN: M.B. CHECKED: M.B. IN CHARGE: M.B. DATE: 8/2/07 BY: M.B. PROJECT MANAGER: M.B. REVISION:

APPROVED: DATE: 8/2/07 BY: M.B. PROJECT MANAGER: M.B.

DATE: 8/2/07 PROJECT: 14 CONSUMER / LAKE HAYES WATER TRANSMISSION MAIN - PHASE II

DATE: 8/2/07 PROJECT: 14 CONSUMER / LAKE HAYES WATER TRANSMISSION MAIN - PHASE II

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DATE: 8/2/07 PROJECT: 14 CONSUMER / LAKE HAYES WATER TRANSMISSION MAIN - PHASE II

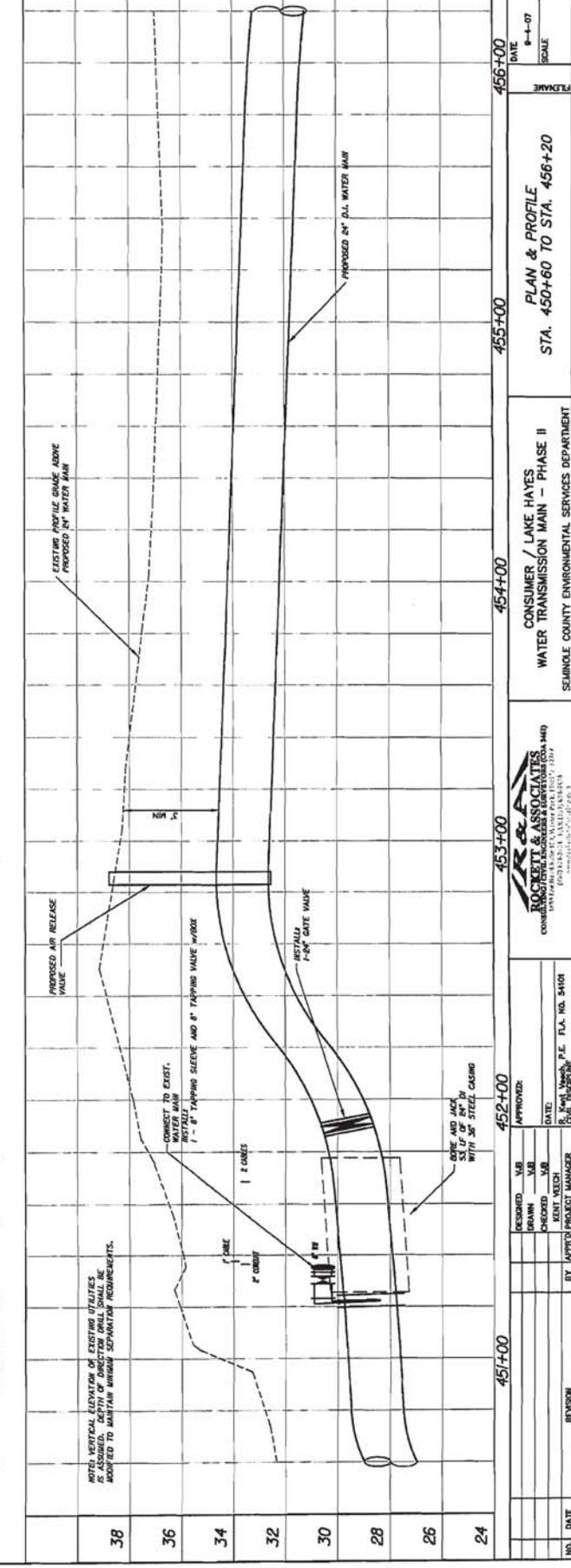
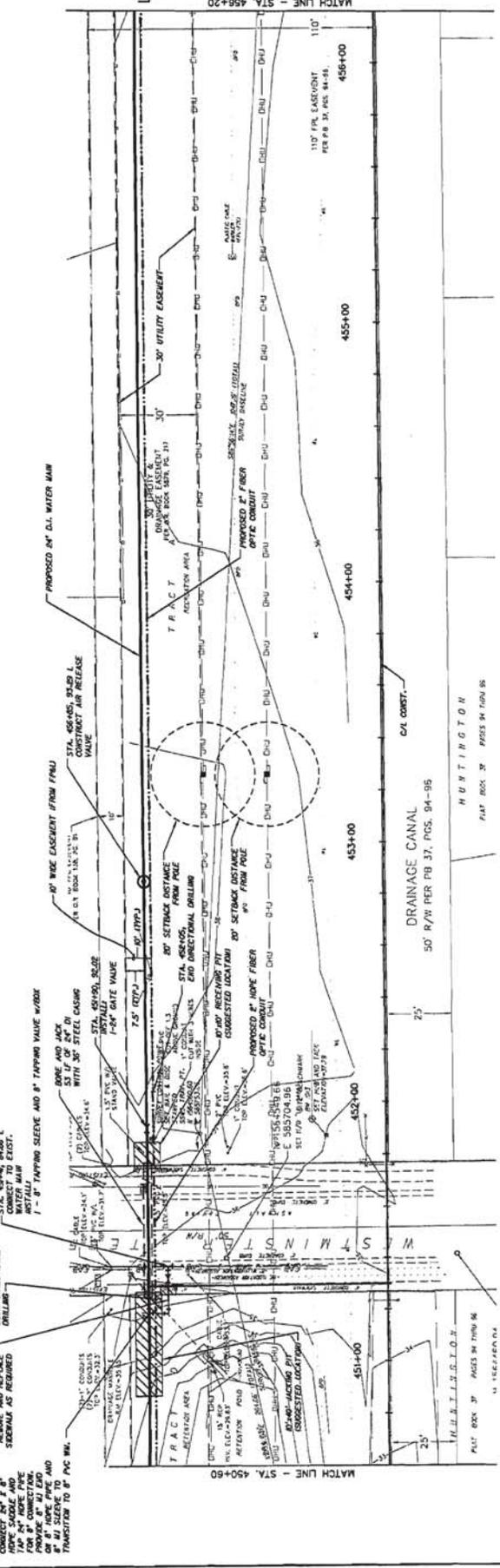
DATE: 8/2/07 PROJECT: 14 CONSUMER / LAKE HAYES WATER TRANSMISSION MAIN - PHASE II

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DATE: 8/2/07 PROJECT: 14 CONSUMER / LAKE HAYES WATER TRANSMISSION MAIN - PHASE II



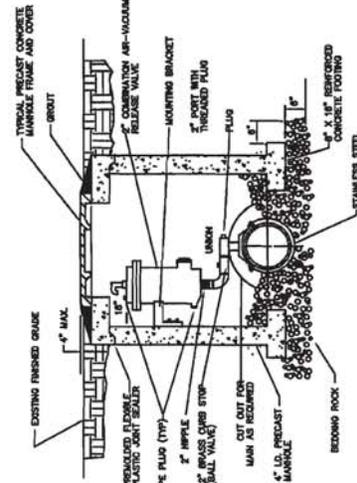
PROJECT NO.	10064002
DATE	9-4-07
SCALE	N.T.S.
SHEET NO.	23
OF	23

CONSTRUCTION DETAILS

CONSUMER / LAKE HAYES
 WATER TRANSMISSION MAIN - PHASE II
 SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT

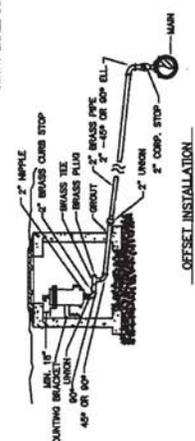
DESIGNED	VJB
DRAWN	VJB
CHECKED	VJB
IN CHARGE	VJB
BY	APPROVED PROJECT MANAGER
DATE	9/4/07
DATE	9/4/07
DATE	9/4/07

NO.	DATE	REVISION



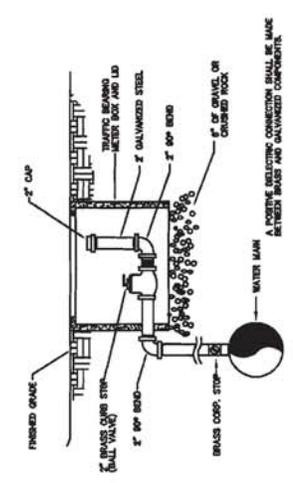
NOTE: FITTINGS AND PIPE FOR A.R.V. SHALL BE BRASS.

TYPICAL DETAIL



OFFSET INSTALLATION

AIR/VACUUM RELEASE DETAILS



A POSITIVE SEALING CONNECTION SHALL BE MADE BETWEEN BRASS AND GALVANIZED COMPONENTS.

FIRE HYDRANTS ARE HIGHLY PREFERABLE TO IN LINE BLOW-OFF VALVES IN DEVELOPED AREAS.

BLOW-OFF / IN LINE

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #08-57 - \$28,767 - Public Works - Stormwater Fund - SJRWMD Cost Share Agreement

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Fredrik Coulter

EXT: 7180

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-57 through the Stormwater Fund in the amount of \$28,767.00 in order to recognize budgetarily the Cost Sharing Agreement with the St. Johns River Water Management District included in the Public Works portion of this meeting's Consent agenda.

County-wide

Lin Polk

BACKGROUND:

The **TMDL Howell Creek** project is an operating project which is designed to determine the factors contributing to the Total Maximum Daily Load (TMDL) related to Howell Creek. A Cost Sharing Agreement with the St. Johns River Water Management District related to this project is being presented on the Public Works portion of this Consent Agenda. The attached BAR reflects the financial impact of this agreement on the Budget.

The agreement results in higher total expenditures than were originally budgeted for this project. The project was originally budgeted for \$50,000. Upon the signing of the agreement, the project now encompasses three separate sampling sites, for a total estimated cost of \$78,767. These costs are offset by partial cost reimbursements from the St. Johns River Water Management District of \$28,767. The resulting net cost of this project remains unchanged at \$50,000.

The Project Total Cost estimate in the agreement of \$57,534 is the estimated cost of two sampling sites. The additional \$21,233 in estimated costs is the additional costs of a third sampling site. This additional site is intended to determine actual pollutant loads discharged by Orange County into Seminole County via Howell Creek.

The attached BAR does not affect the Stormwater Fund's Reserve balance.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-57 through the Stormwater Fund in the amount of \$28,767.00 in order to recognize budgetarily the Cost Sharing Agreement with the St. Johns River Water Management District included in the Public Works portion of this meeting's Consent agenda.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By: No additional reviews

2008-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners
 FROM: Department of Fiscal Services
 SUBJECT: **Budget Amendment Resolution**
 Department: **Public Works**
 Fund(s): **Stormwater Fund**

PURPOSE: To amend the Budget to reflect the Howell Creek Cost Sharing Agreement.

FS Recommendation	
Fredrik V Coulter Analyst	4/25/08 Date
Budget Manager	Date
Director	Date
08-57 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
13000.337900.077430	00278602	Local Grants and Aid (TMDL Howell Creek)	\$ 28,767
Total Sources			\$ 28,767

Uses:

Account Number	Project #	Account Title	Amount
13000.077430.530310	00278602	Professional Services (TMDL Howell Creek)	\$ 28,767
Total Uses			\$ 28,767

BUDGET AMENDMENT RESOLUTION

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

Attest:

 Maryanne Morse, Clerk to the
 Board of County Commissioners

By: _____
 Brenda Carey, Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #08-58 - \$5,396 - General Fund and Fire Fund

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Betty Segal

EXT: 7171

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) # 08-58 through the General Fund and Fire Fund in the amount of \$5,396.00 to recognize additional funding and reallocate funding for training awarded by Workforce Central Florida.

County-wide

Lin Polk

BACKGROUND:

The attached BAR reflects the training agreement modification in the amount of \$5,396 that was made as an addendum to the original Employed Worker Training Agreement number 288-03 dated February 25, 2008, with Workforce Central Florida. The modification reflects an additional \$1,571 in funding being awarded.

The courses being reimbursed include (1) CPPB Certification, (2) GFOA Budgeting, (65) Media Relations Training and (5) Paramedic Levels II and III for a total of 73 trainees. There is no match requirement to receive the funding. The term of the agreement is from April 18, 2008 to October 18, 2008.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) # 08-58 through the General Fund and Fire Fund in the amount of \$5,396.00 to increase funding for training.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By: No additional reviews

2008-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners
FROM: Department of Fiscal Services
SUBJECT: **Budget Amendment Resolution**
Department: Various
Fund(s): General and Fire Funds

FS Recommendation	
B Segal Analyst	4/28/08 Date
Budget Manager	Date
Director	Date
08-58 BAR	

PURPOSE: To allocate Workforce Central Florida employed worker training agreement modification #288-04, reimbursement for training by various providers for 73 staff in the amount of \$5,396 if completed by October 18, 2008.

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
00100.337900		Local Grants & Aids	1,571
11200.337900.056100		Local Grants & Aids	3,825
Total Sources			\$ 5,396

Uses:

Account Number	Project #	Account Title	Amount
010320.530540		Books, Dues Publications	125
010305.530540		Books, Dues Publications	495
010702.530540		Books, Dues Publications	951
056100.530540		Books, Dues Publications	3,825
Total Uses			\$ 5,396

BUDGET AMENDMENT RESOLUTION

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

Attest:

Maryanne Morse, Clerk to the Board of County Commissioners

By: _____
Brenda Carey, Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** BAR #08-62- Fiscal Services - General Fund**DEPARTMENT:** Fiscal Services**DIVISION:** Budget**AUTHORIZED BY:** Lisa Spriggs**CONTACT:** Lisa Spriggs**EXT:** 7172**MOTION/RECOMMENDATION:**

Approve and authorize the chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-62 through the General Fund in the amount of \$4,439,717.00 to recognize funds due for reimbursement of eligible costs of Hurricane Charley and to set aside the funds in a project account (2004 Hurricane Close-out) to cover repayment of any net deobligations (reductions) for all three storms based on the results of the Final Inspection process.

County-wide

Lisa Spriggs

BACKGROUND:

In the summer of 2004, Hurricanes Charley, Frances and Jeanne came through Seminole County causing major damage to the community. The bulk of the devastation was debris from downed trees in the unincorporated areas for which the County was responsible for removal and disposal. Following each storm, the County executed a Disaster Relief Funding Agreement with the State of Florida Department of Community Affairs, Division of Emergency Management. Under the agreement the County is the subgrantee to the State, who is the grantee for reimbursement of eligible costs for debris removal, emergency protective measures and permanent restoration from FEMA. The County requested approximately \$33.3M in reimbursement for all three storms.

Final Inspection procedures began in May, 2007 by Federal and State officials (auditors) and are still in process. As part of the process, Large Projects (exceeding \$54,100) are audited in detail to determine eligibility of costs submitted. As each Large Project closeout is completed, sign-off of agreement is made by the County's Primary Agent (Fiscal Services Director). Following the Final Inspection of Large Projects, State officials will perform a more limited Final Inspection of Small Projects. Once all project worksheets for each individual storm (both large and small projects) are closed-out, final payment per the agreement will be executed to close-out the agreement.

In preparation for and to facilitate the Final Inspection process, the County hired an outside consultant to:

- review the individual project worksheets,
- gather missing documentation,
- make applicable adjustments to projects when identified,

- prepare Final Summary of Documentation for project worksheets,
- submit Requests for Final Inspection of project worksheets,
- act as liaison between County staff and audit personnel performing Final Inspection, and
- work with the Federal and State auditors to ensure maximization of reimbursement.

The Final Inspection process has resulted in both the identification of additional eligible reimbursable costs and the de-obligation (reduction) of ineligible requested costs. To date, the process has resulted in net additional eligible costs of \$4.440M under Hurricane Charley and net reductions ineligible costs of (\$122K) and (\$467K) under Hurricanes Frances and Jeanne, respectively. The debris portion of the close-out submitted under Hurricane Charley has been substantially completed and accounts for \$4.850M of the additional net eligible costs, as detailed on the attached schedule.

Request for reimbursement was made upon the recommendation of FEMA and State personnel for Hurricane Charley in the amount of \$4.440M (federal and state share), reflecting the current estimated additional net amount due for the storm. The closeout has already gone through all levels of FEMA review and the County has already received a Final Closeout Letter from FEMA for these large project closeouts. Since FEMA has not completed the Final Inspection process for all applicable project worksheets, this is not the final close-out amount for Charley, and additional reductions may occur for each of the storms. Each storm is treated separately for reimbursement purposes.

At this time, staff is seeking approval of the attached Budget Amendment Request (BAR) to reflect the amount due from Hurricane Charley and to set aside the funds in a project account "2004 Hurricane Close-out" to cover repayment of any net de-obligations (reductions) for all three storms based on the results of the Final Inspection process. Upon completion of the Final Inspection process, the Board will be given a full recap of the final close-out by storm (including executed repayments of funds) and will be presented with a BAR, if applicable, to allocate the remaining net balance of funds in the "2004 Hurricane Close-out" project across the applicable fund reserves. The fund allocation is not determinable at this time.

STAFF RECOMMENDATION:

Approve Budget Amendment Request (BAR) #08-62 through the General Fund in the amount of \$4,439,717.00 to recognize funds due for reimbursement of eligible costs of Hurricane Charley and to set aside the funds in a project account (2004 Hurricane Close-out) to cover repayment of any net deobligations (reductions) for all three storms based on the results of the Final Inspection process.

ATTACHMENTS:

1. Budget Amendment Request #08-62
2. Schedule of FEMA Request for Reimbursement 4-7-08
3. Schedule of FEMA Debris Close-out Adjustments Hurricane Charley

2008-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
B Segal Analyst	5/5/08 Date
Budget Manager	Date
Director	Date
08-62 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: Fiscal Services – Central Charges
Fund(s): General Fund

PURPOSE: To recognize the amount due from Hurricane Charley and to set aside the funds in a project account “2004 Hurricane Close-out” to cover repayment of any net deobligations (reductions) for all three storms based on the results of the Final Inspection process.

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
00100.331510	00010309	Disaster Relief (Federal)	4,208,037
00100.334510	00010309	Disaster Relief (State)	231,680
Total Sources			\$ 4,439,717

Uses:

Account Number	Project #	Account Title	Amount
010309.530499	00010309 (new) 2004 Hurricane Close-out	Other Charges/obligations – Contingency	4,439,717
Total Uses			\$ 4,439,717

BUDGET AMENDMENT RESOLUTION

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

Attest:

Maryanne Morse, Clerk to the
Board of County Commissioners

By: _____
Brenda Carey, Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

Seminole County Government
 Request for Reimbursement (RFR) 04/07/2008
 Hurricane Charley

Request for Reimbursement (RFR) 04/07/2008

Hurricane	Category of Work	Federal %	Admin %	Total Federal Share	State Share	Total RFR
Charley:						
A	Debris Removal	\$4,365,706.37	\$24,253.92	\$4,389,960.29	\$242,539.25	\$4,632,499.54
B	Emergency Protective Measures	(38,656.79)	(222.85)	(38,879.64)	(2,957.11)	(41,836.75)
C	Roads and Bridges	-	-	-	-	-
D	Water Control Facilities	-	-	-	-	-
E	Buildings and Equipment	(132,744.16)	(737.47)	(133,481.63)	(7,374.68)	(140,856.31)
F	Utilities	-	-	-	-	-
G	Parks, Recreational Facilities and Other Items	(9,508.82)	(52.83)	(9,561.65)	(528.27)	(10,089.92)
Charley Total		\$4,184,796.60	\$23,240.77	\$4,208,037.37	\$231,679.20	\$4,439,716.57

State check received by County on 04/28/2008.

Federal reimbursement will be received soon - it has gone through 6 of 7 approval levels per Florida Public Assistance website.

NOTE: No Request for Reimbursement could be made for Frances and Jeanne since closeout results as of 04/07/2008 are negative.

Closeout Results as of 04/07/2008:

Hurricane Frances:		Federal %
A	Debris Removal	\$ -
B	Emergency Protective Measures	(122,148.68)
C	Roads and Bridges	-
D	Water Control Facilities	-
E	Buildings and Equipment	-
F	Utilities	-
G	Parks, Recreational Facilities and Other Items	-
Frances Total		\$ (122,148.68)

Hurricane Jeanne:		Federal %
A	Debris Removal	\$ -
B	Emergency Protective Measures	(466,854.95)
C	Roads and Bridges	-
D	Water Control Facilities	-
E	Buildings and Equipment	(18.00)
F	Utilities	-
G	Parks, Recreational Facilities and Other Items	-
Jeanne Total		\$ (466,872.95)

(589,021.63)

**Seminole County Government
 Debris Closeout Difference as of 04/07/2008
 Hurricane Charley**

<u>Breakdown of Debris Difference:</u>	
Add back "Private/Gated" Deduction	\$ 3,966,759.95
Removal of previous FEMA "top level % road deductions"- no longer applicable	1,389,670.70
Federal Highway Adjustment	1,006,677.93
Duplicate costs submitted to FEMA	(1,238,607.96)
Tipping fees - amt deemed ineligible	(571,796.43)
Additional costs submitted at closeout	273,371.49
Other previous FEMA deductions - no longer applicable	56,252.90
SCS markups on reimbursables	(54,488.70)
Add Back "Other Rds" deduction	<u>22,944.94</u>
04/07/2008 subtotal	\$ 4,850,784.82
Federal %	<u>90%</u>
Federal share	<u>\$ 4,365,706.34</u>
State %	<u>5%</u>
State share	<u>\$ 242,539.25</u>

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BCR #08-22 - \$125,000 - Public Works - 2001 Infrastructure Sales Tax Fund - Cancellation of Upsala Sidewalk project

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Fredrik Coulter

EXT: 7180

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Budget Change Request (BCR) #08-22 through the 2001 Infrastructure Sales Tax Fund in the amount of \$125,000.00 in recognition of the cancellation of the Upsala Sidewalk project.

County-wide

Lin Polk

BACKGROUND:

The **Upsala Road Sidewalk** project was planned to construct a 2,700 linear foot sidewalk on the north/east side and an additional 2,900 linear foot sidewalk on the south/west side of Upsala Road from St. Johns Parkway to Central Park Drive. The FY 2007/08 - FY 2008/09 Biennial Budget included \$125,000 in funding for land acquisition and design services in FY 2007/08, and an additional \$600,000 in construction funding in FY 2008/09, in accordance with the most recent Five Year CIP adopted by the Board of County Commissioners.

No funds have been expended on this project to date.

As noted in the attached memorandum from Jerry McCollum, P.E., County Engineer, due to issues related to the acquisition of Right of Way, the Public Works Department is recommending that this project be canceled.

The attached Budget Change Request will remove the funding for the Upsala Road Sidewalk project and transfer the available funds to the 2001 Infrastructure Sales Tax Fund Project Contingency. Additionally, the construction funding for this project included on the Tentative FY 2008/09 Budget approved by the Board of County Commissioners in September 2007 will be removed as part of the preparation of the Worksession Budget for FY 2008/09.

This Budget Change Request does not affect budgeted reserves for the 2001 Infrastructure Sales Tax Fund.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Budget Change Request (BCR) #08-22 through the 2001 Infrastructure Sales Tax Fund in the amount of \$125,000.00 in recognition of the cancellation of the Upsala Sidewalk project.

ATTACHMENTS:

1. Budget Change Request
2. Memorandum

Additionally Reviewed By: No additional reviews

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

Budget Division Use only:

DATE: 4/25/08
 FROM: Department Public Works
 Division Engineering

BCR	<input checked="" type="checkbox"/>	08-22

WHAT IS NEEDED:

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

To recognize the cancellation of the Upsala Road Sidewalk project.

	Fund # <u>11541</u>	Fund Name <u>2001 Infrastructure Sales Tax Fund</u>		
	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER				
FROM	<u>11541.077541.560680</u>	<u>00192596</u>	<u>Construction and Design (Upsala Road Sidewalk)</u>	<u>\$ 75,000</u>
	<u>11541.077541.560610</u>	<u>00192596</u>	<u>Land (Upsala Road Sidewalk)</u>	<u>50,000</u>
			TOTAL	\$ 125,000
	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER				
TO	<u>11541.077541.560650</u>	<u>99999999</u>	<u>Construction in Progress (Project Contingency)</u>	<u>\$ 125,000</u>
			TOTAL	\$ 125,000

RECOMMENDATION: Approval Date 4/25/08 Analyst Fredrik Coulter Budget Manager _____

REVIEW: FS Director _____ County Manager _____

BCC APPROVAL: BCC Meeting Date 5/20/08 Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____



SEMINOLE COUNTY

Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773
Phone: (407) 665-5674
FAX: (407) 665-5789

April 14, 2008

MEMORANDUM

TO: Commissioner Brenda Carey, District 5, Chairman
Commissioner Michael J. McLean, District 2, Vice Chairman
Commissioner Bob Dallari, District 1
Commissioner Dick Van Der Weide, District 3
Commissioner Carlton Henley, District 4
Cynthia A. Coto, County Manager

FROM: Jerry McCollum, P.E., County Engineer

SUBJECT: Upsala Road Sidewalk (St. John's Parkway to Central Park Drive)

The Engineering Division had budgeted funds in Fiscal Year 2007/2008 for a project to construct sidewalks on Upsala Road from St. John's Parkway to Central Park Drive (Capital Improvement Project Number 00192596). Based on our research, the County does not own sufficient right-of-way to construct this sidewalk and property owners along the roadway are not willing to dedicate the necessary easements/right-of-way to construct the project. In our opinion, if the County pursued purchasing the right-of-way, the project would be cost prohibitive. Therefore, we recommend this project be deleted from the budget and the funds be transferred into reserves.

This is an item that will come to the Board of County Commissioners as a future Budget Change Request.

If you have any questions or would like to discuss this item in more detail, please feel free to contact me.

JM/dr

c: Joseph Forte, Deputy County Manager
Sabrina O'Bryan, Assistant County Manager
W. Gary Johnson, P.E., Director, Department of Public Works
Pam Hastings, Administrator, Department of Public Works/Administration

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BCR #08-23 - \$70,393 - 2001 Infrastructure Sales Tax Fund - Public Works - Lockhart Smith Canal

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Fredrik Coulter

EXT: 7180

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Budget Change Request (BCR) #08-23 through the 2001 Infrastructure Sales Tax Fund in the amount of \$70,393.00 to provide additional funding for the Lockhart Smith Regional Stormwater Facility project.

County-wide

Lin Polk

BACKGROUND:

The **Lockhart Smith Regional Stormwater Facility** consists of construction of a regional stormwater pond at the site formerly known as the I-4 Borrow Pit. Design on this project was initiated December 2005. Construction is anticipated to be completed October 2008. Post construction and water quality monitoring activities are anticipated to be completed December 2009.

The County has expended \$267,981.06 through September 30, 2007, on this project. The current budget for this project is \$509,099. After approval of the attached BCR, the total project budget in the current year will be \$579,492, resulting in a total project cost of approximately \$847,473.

The additional funding provided by the attached BCR will allow for unanticipated services required to maintain permit compliance with the St. Johns River Water Management District's (SJRWMD) Environmental Resource Permit No. 4-117-92278-1. It is anticipated that there will be no additional costs related to this project other than those included in the attached Budget Change Request. The additional unanticipated services include the repair of eroded slopes and replanting within the mitigation area as well as the necessary permit modification and coordination with the SJRWMD.

Funding for these additional costs is being provided by available funds in the **Lake Howell Road Drainage Improvements** project. The Lake Howell Road Drainage Improvements project consisted of secondary drainage improvements addressing roadway flooding and water quality treatment on Lake Howell Road from Howell Branch Road to Meadow Avenue. This project has recently completed, with unexpended/unencumbered funds of \$70,393. This entire amount is being transferred to the Lockhart Smith Regional Stormwater Facility project.

The attached Budget Change Request does not affect the 2001 Infrastructure Sales Tax Fund's Reserves.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Budget Change Request (BCR) #08-23 through the 2001 Infrastructure Sales Tax Fund in the amount of \$70,393.00 to provide additional funding for the Lockhart Smith Regional Stormwater Facility project.

ATTACHMENTS:

1. Budget Change Request

Additionally Reviewed By: No additional reviews

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

Budget Division Use only:

DATE: 4/25/08
 FROM: Department Public Works
 Division Engineering

BCR	<input checked="" type="checkbox"/>	08-23

WHAT IS NEEDED:

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

To provide additional funding for the Lockhart Smith Regional Stormwater Facility.

	Fund # <u>11541</u>		Fund Name <u>2001 Infrastructure Sales Tax Fund</u>	
	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER				
FROM	11541.077641.560650	00209103	Construction in Progress (Lake Howell Road Drainage Improvements)	\$ 70,393
			TOTAL	\$ 70,393
	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER				
TO	11541.077541.560650	00258401	Construction in Progress (Lockhart Smith Regional Stormwater Facility)	\$ 70,393
			TOTAL	\$ 70,393

RECOMMENDATION: Approval Date 4/25/08 Analyst Fredrik Coulter Budget Manager _____

REVIEW: FS Director _____ County Manager _____

BCC APPROVAL: BCC Meeting Date 5/20/08 Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: MSBU Variable Rate Resolution

DEPARTMENT: Fiscal Services

DIVISION: MSBU

AUTHORIZED BY: Lisa Spriggs

CONTACT: Kathy Moore

EXT: 7179

MOTION/RECOMMENDATION:

Approve the Resolution establishing the 2008 assessment rate for each MSBU for which annual establishment of a revised assessment rate is a condition of existence.

County-wide

Kathy Moore

BACKGROUND:

The proposed resolution is an annual requirement for the existing MSBUs that have variable assessment rates. The resolution establishes the assessment rates for MSBUs that by the nature of services or improvements provided, as well as in accordance with governing ordinance provisions, are subject to annual determination of assessment rates. The resolution confirms the expectation that the lien for the assessment is considered satisfied for the year upon payment of the assessment amount.

The non-ad valorem assessment rates exhibited in the Resolution will be posted to the MSBU Program website in July for public access and inquiry. The Non-Ad Valorem Assessment Roll, which details the application of these rates to specific parcels, will be presented for public input at a public hearing in early August. Consistent with Florida statute 197.3632(4) (a) the distribution of the "2008 Notice of Proposed Non-Ad Valorem Assessments" will be limited to properties that are included in new MSBU districts that are being assessed for the first time in 2008. Solid Waste MSBU customers will receive by mail the "Solid Waste Management Programs" brochure which summarizes the benefits and services available through the solid waste collection and disposal MSBU.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the Resolution establishing the 2008 assessment rate for each MSBU for which annual establishment of a revised assessment rate is a condition of existence.

ATTACHMENTS:

1. Summary
2. Resolution

Additionally Reviewed By: No additional reviews

Summary: Non-Ad Valorem Assessment Changes from 2007 to 2008

All Assessment rates are within the limits of the governing ordinances.

Aquatic Weed Control

Howell Creek – No adjustment required; same rate as prior year.

Lake Pickett – – No adjustment required; same rate as prior year.

Lake Mills – Rate increase from \$170 to \$225 [\$55.00] Assessment increased from prior year due to treatment requirements associated with the management of the invasive plant hydrilla.

Lake Amory – No adjustment required; same rate as prior year. Rate is set at the maximum amount authorized per governing ordinance. Rate is below the level necessary to manage/control all invasive aquatic weeds impeding lake conditions. Participating property owners have been notified of this situation and have been given opportunity to reconsider funding level recommended.

Lake Spring – Rate decrease from \$495 to \$385. Tax year 2008 represents second assessment year.

Lake Mirror – Rate decrease from \$285 to \$250. Tax year 2008 represents second assessment year.

Landscape Maintenance

Cedar Ridge – increase from \$180 to \$195 [\$15.00] to cover increased expenses associated with costly irrigation equipment repairs (submerged pump and electrical components), and completion of specific improvement projects requested by community liaisons, and the bid process forthcoming for new service contract as required in 2009. Contractual rate has been held constant through contract renewal extension since 2004.

Solid Waste

Service Options & Exemptions – No adjustment required; same rate as prior year with exception of exemption fee which experiences a \$2.00 increase.

Street Lighting

Efforts to stabilize rates (maintain annual rate fluctuations within a range of 0 to \$10.00), and to assign rate in \$5 increments whenever reasonable have continued. As per the Consolidated Street Lighting District Ordinance approved in January 2008, several districts previously assessed per non-standard methodology have been included in the consolidated district and are being assessed per standard calculation methodology outlined in the governing ordinance. The following percentages are approximate:

- No rate change from prior year: 25%
- Rate increase/decrease \$1 to \$5: 63%
- Rate increase/decrease \$6 to \$10: 5%
- Rate decrease > \$10: 3%
- Rate increase > \$10: (includes districts with upgraded equipment) 1%
- Rate change impacted by change in calculation methodology: 3%

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON MAY 20, 2008.

WHEREAS, certain Municipal Service Benefit Units (“Unit” or “Units”) have been created by ordinance for the purpose of providing specific services and/or improvements within each Unit on a continuing basis; and

WHEREAS, each year for each Unit an assessment is calculated based upon cost of providing the service for that Unit for that year and that annual assessment constitutes a lien upon the lands assessed within the Unit; and

WHEREAS, such assessment is levied upon each parcel of land within the Unit in proportion to the benefits derived from the provisions of such service; and

WHEREAS, once an annual assessment is paid for lands assessed, the annual lien for the assessment on those lands is satisfied; and

WHEREAS, for public record and official record purposes it is deemed essential to record annually a list of annually revised assessments so that such liens may be easily identified and satisfaction recorded upon payment;

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

Section 1. Exhibit "A" Table I attached and incorporated herein hereby establishes the assessments for services to the listed Municipal Service Benefit Units for the fiscal year October 1, 2008 until September 30, 2009. Exhibit "A" Table II attached and incorporated herein hereby establishes the assessments for solid waste collection and/or disposal services coordinated through the Municipal Service Benefit Units for calendar year 2009; beginning January 1, 2009 through December 31, 2009. Exhibit "A" Table III attached and incorporated herein hereby establishes the assessments for street lighting improvements coordinated through the Municipal Service Benefit Units for fiscal year October 1, 2008 until September 30, 2009.

Section 2. For each parcel listed and/or included in the exhibited MSBUs, the lien for that assessment shall be deemed satisfied upon payment of the assessment amount for said parcel.

ADOPTED this 20th day of May, 2008.

BOARD OF COUNTY COMMISSIONERS

SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
Brenda Carey, Chairman

EXHIBIT A

Table I

AQUATIC WEED CONTROL & OTHER

DISTRICT	IMPROVEMENT	PER	ASSESSMENT RATE
HOWELL CREEK	Aquatic Weed Control	Front Foot	\$.30
LAKE AMORY	Aquatic Weed Control	Parcel	\$300.00
LAKE MILLS	Aquatic Weed Control	Parcel	\$225.00
LAKE MIRROR	Aquatic Weed Control	Parcel/Unit	\$250.00
LAKE PICKETT	Aquatic Weed Control	Parcel	\$ 50.00
LAKE SPRING	Aquatic Weed Control	Parcel	\$385.00
CEDAR RIDGE	Landscaping & Grounds	Parcel	\$195.00

Table II

SOLID WASTE MANAGEMENT

DISTRICT	IMPROVEMENT	PER	ASSESSMENT RATE
Solid Waste Collection & Disposal Assessments	Option 1 – Curbside collection with disposal services	Residential Dwelling	\$191.00
	Option 2 - Curbside collection with disposal services	Residential Dwelling	\$185.00
	Option 3 - Curbside collection with disposal services	Residential Dwelling	\$176.00
	Option 4 - Curbside collection with disposal services	Residential Dwelling	\$170.00
	Collection Exempt - Disposal Services	Residential Dwelling	\$70.00

TABLE III

Street Lighting

MSBU DISTRICT #	MSBU DISTRICT NAME	ASSESSMENT RATE
001	Aldean Gardens	\$ 50.00
002	Amberwood	\$ 45.00
003	Amherst	\$ 40.00
004	Apple Valley	\$ 40.00
005	Arlington Park	\$ 100.00
006	Autumn Glen Phase 1	\$ 40.00
007	Autumn Glen Phase 2	\$ 60.00
008	Bay Lagoon	\$ 30.00
009	Bear Creek	\$ 165.00
010	Bear Gully Bay	\$ 175.00
011	Bear Lake Crossings	\$ 60.00
012	Bear Lake Forest	\$ 40.00
013	Bel-Aire Hills Unit 1	\$ 25.00
014	Bel-Aire Hills Unit 2	\$ 35.00
015	Bel-Aire Hills Unit 3	\$ 30.00
016	Belle Meade	\$ 160.00
017	Heritage Oaks	\$ 50.00
018	Bonaventure Heights	\$ 35.00
019	Brantley Cove	\$ 75.00
020	Brantley Point	\$ 35.00
021	Carolyn Estates	\$ 45.00
022	Caribbean Heights	\$ 35.00
023	Casa Aloma	\$ 20.00
024	Cedar Ridge Units 1,2,3	\$ 40.00
025	Carillon/Brighton Park Phase 2	\$ 155.00
026	Citrus Point	\$ 45.00
027	Cobblestone	\$ 95.00
028	Colony Cove	\$ 125.00
029	Country Club Heights Unit 1	\$ 25.00
030	Country Lane	\$ 125.00
031	Creek's Bend	\$ 115.00
032	Country Club Drive	\$ 80.00
033	River Walk	\$ 240.00

034	Sanford Trails Estates	\$	90.00
035	Aloma Woods Phase 4	\$	70.00
036	Deer Run/Fairway Oaks	\$	50.00
037	Deer Run/Sterling Park 1,2,3	\$	25.00
038	Woodlands	\$	50.00
039	Dunhill	\$	55.00
040	English Estates	\$	20.00
041	English Woods	\$	35.00
042	Estates at Springs Landing	\$	275.00
043	Fern Terrace	\$	15.00
044	Florida Haven	\$	30.00
045	Forest Brook	\$	30.00
046	Forest Park Estates Section 1 & 2	\$	40.00
047	Foxchase Phase 1	\$	35.00
048	Foxchase Phase 2	\$	45.00
049	Foxwood Phase 1	\$	35.00
050	Foxwood Phase 2	\$	40.00
051	Foxwood Phase 3	\$	30.00
052	Garden Grove	\$	35.00
053	Garden Lake Estates	\$	30.00
054	Eagle's Point Phase 4	\$	90.00
055	Eagle's Point Phase 5	\$	120.00
056	Goldenrod Manor	\$	10.00
057	Governor's Point Phase 1 & 2	\$	50.00
058	Governor's Point Phase 3, Sec. 1 & 2	\$	60.00
059	Granada South	\$	65.00
060	Green Gate Estates	\$	40.00
061	Green Village	\$	30.00
062	Greenwood Lakes Unit 3	\$	70.00
063	Greenwood Lakes Unit D3A	\$	60.00
064	Greenwood Lakes Unit D3B, First Add.	\$	45.00
065	Gregory Drive	\$	40.00
066	Grove Estates	\$	20.00
067	Grove Hill Villas	\$	30.00
068	Hampton Park	\$	55.00
069	Hanover Woods	\$	170.00
070	Harbour Landing	\$	95.00
071	Harbour Ridge	\$	35.00
072	Highland Pines	\$	25.00

073	Isle of Windsor	\$ 40.00
074	Hollowbrook	\$ 30.00
075	Aloma Oaks Drive	\$ 25.00
076	Hometown	\$ 45.00
077	Howell Branch Woods	\$ 30.00
078	Howell Cove	\$ 85.00
079	Howell Estates	\$ 30.00
080	Howell Harbour Estates	\$ 175.00
081	Hunt Club Boulevard & Wekiva Trail	\$ 14.00
082	Hunter's Glen	\$ 35.00
083	Hunter's Point	\$ 25.00
084	Huntington	\$ 60.00
085	Carillon/Hunter's Stand	\$ 120.00
086	Huntington Hills	\$ 45.00
087	Huntleigh Woods	\$ 40.00
088	Hyde Park	\$ 80.00
089	Idyllwilde of Loch Arbor	\$ 50.00
090	Indian Hills	\$ 25.00
091	Kawilla Crest	\$ 335.00
092	Kewannee Lakes	\$ 100.00
093	King's Cove	\$ 175.00
094	Lafayette Forest	\$ 150.00
095	Lake Ridge Park	\$ 20.00
096	Lakeview Village	\$ 40.00
097	Lakewood at the Crossings Unit 1	\$ 30.00
098	Lakewood at the Crossings Unit 2	\$ 25.00
099	Lakewood at the Crossings Unit 3	\$ 40.00
100	Lakewood at the Crossings Unit 4	\$ 40.00
101	Lakewood at the Crossings Unit 5	\$ 40.00
102	Lakewood at the Crossings Unit 6	\$ 45.00
103	Laurelwood	\$ 25.00
104	Lynwood	\$ 40.00
105	Mandarin Section 1	\$ 100.00
106	Mandarin Section 2	\$ 85.00
107	Mandarin Section 3	\$ 55.00
108	Mandarin Section 4	\$ 70.00
109	Mandarin Section 5	\$ 50.00
110	Mandarin Section 7	\$ 50.00
111	Mandarin Section 8	\$ 45.00

112	Markham Meadows	\$	140.00
113	Markham Place	\$	85.00
114	Markham Pointe	\$	35.00
115	Meadows West	\$	50.00
116	Middleton Oaks	\$	45.00
117	Mirror Lake	\$	40.00
118	Deer Run/Mystic Woods	\$	20.00
119	North Cove	\$	40.00
120	Northgate	\$	40.00
121	Northridge	\$	55.00
122	Kingston Oaks	\$	60.00
123	Oak Crest	\$	25.00
124	Oakland Hills	\$	25.00
125	Oakland Shores	\$	40.00
126	Old Grove Lane	\$	35.00
127	Orange Grove Park Unit 1	\$	40.00
128	Orange Grove Park Unit 2	\$	30.00
129	Orange Grove Park Unit 3	\$	40.00
130	Orange Grove Park Unit 4	\$	40.00
131	Pelican Bay	\$	45.00
132	Deer Run/Pinetree Village	\$	15.00
133	Quail Run	\$	165.00
134	Remington Oaks at the Crossings	\$	40.00
135	Reserve at the Crossings Phase 1 & 2	\$	50.00
136	Robin Hill	\$	50.00
137	Royal Estates	\$	60.00
138	Sanlando Estates	\$	35.00
139	Shannon Downs	\$	200.00
140	Silver Lakes E at the Crossings 1,2,3	\$	65.00
141	Silver Lakes W at the Crossings 1,2,3	\$	55.00
142	Spicewood	\$	35.00
143	Isles of Shadow Bay	\$	75.00
144	Springs Landing	\$	220.00
145	Spring Valley Chase	\$	30.00
146	Springview	\$	35.00
147	Sterling Oaks	\$	30.00
148	McNeil Woods	\$	80.00
149	Deer Run/Sterling Park 4	\$	20.00
150	Stillwater Phase 1	\$	40.00

151	Stillwater Phase 2	\$	45.00
152	Stillwater Phase 3	\$	45.00
153	Stockbridge Unit 1 & 2	\$	50.00
154	Stockbridge Unit 3	\$	45.00
155	Sunland Estates	\$	32.00
156	Sunrise Unit 1 & 2A	\$	65.00
157	Sunrise Unit 2B	\$	75.00
158	Sunrise Unit 2C & 2D	\$	50.00
159	Sunrise Estates Unit 1	\$	35.00
160	Sunrise Estates Unit 2,3,4	\$	60.00
161	Sunrise Village Unit 1,2,3	\$	35.00
162	Sunrise Village Unit 4	\$	25.00
163	Sunrise Village Unit 5	\$	35.00
164	Sunrise Village Unit 6	\$	40.00
165	Sutter's Mill Unit 1	\$	40.00
166	Sutter's Mill Unit 2	\$	30.00
167	Sweetwater Springs	\$	280.00
168	Tamarak	\$	35.00
169	Tanglewood Estates	\$	35.00
170	Temple Terrace Annex	\$	25.00
171	The Crossings Master Community	\$	6.00
172	Tiffany Woods	\$	30.00
173	Trailwood Estates	\$	20.00
174	Tuscawilla	\$	55.00
175	Tuscawilla Ridge	\$	45.00
176	Tuskabay Phase 1	\$	60.00
177	Tuskabay Phase 2	\$	65.00
178	Tuskawilla Point	\$	40.00
179	Tuskawilla Springs Phase 1 & 2	\$	70.00
180	Vestavia	\$	45.00
181	Victoria Park	\$	160.00
182	Village Green	\$	35.00
183	Weathersfield	\$	25.00
184	Weathersfield Second Addition	\$	30.00
185	Wekiva Club Estates Section 1,2,3,4	\$	30.00
186	Wekiva Club Estates Section 5	\$	20.00
187	Wekiva Club Estates Section 6	\$	40.00
188	Wekiva Club Estates Section 7	\$	50.00
189	Wekiva Club Estates Section 8	\$	35.00

190	Wekiva Club Estates Section 9	\$	30.00
191	Wekiva Club Estates Section 10	\$	60.00
192	Wekiva Cove Phase 1,2,3	\$	75.00
193	Wekiva Cove Phase 4	\$	80.00
194	Wekiva Fairway Townhomes & Condos	\$	35.00
195	Wekiva Golf Villas Section 1	\$	20.00
196	Wekiva Golf Villas Section 2 & 3	\$	40.00
197	Carillon/Lockwood Blvd.	\$	50.00
198	Wekiva Hills Section 1	\$	15.00
199	Wekiva Hills Section 2,3,4,6,7	\$	45.00
200	Wekiva Hills Section 5,8,9	\$	60.00
201	Wekiva Hills Section 10	\$	80.00
202	Wekiva Hunt Club	\$	65.00
203	Mandarin Section 6	\$	50.00
204	Wekiva Reserve Unit 2	\$	40.00
205	Wekiva Reserve Unit 3	\$	50.00
206	Wellington	\$	145.00
207	Willa Grove	\$	35.00
208	Willow Run	\$	75.00
209	Wingfield Reserve	\$	225.00
210	Bear Gully Forest	\$	95.00
211	Bear Lake Woods	\$	60.00
212	Winter Woods	\$	40.00
213	Woodbine	\$	50.00
214	Carillon/Redbridge	\$	140.00
215	Woodlands East	\$	50.00
216	Wrenwood Heights	\$	30.00
217	Ashford Park Townhomes	\$	85.00
218	Orange Estates	\$	40.00
219	Wynnwood	\$	65.00
220	Beverly Terrace	\$	45.00
221	Brantley Harbor	\$	55.00
222	Chuluota	\$	18.00
223	Jamestown	\$	25.00
224	Meredith Manor	\$	25.00
225	Prairie Lake	\$	20.00
226	Winwood Park	\$	20.00
227	Wynngate Phase 2	\$	35.00
228	Carillon/Westhampton Phase 1	\$	110.00

229	Wekiva Reserve Unit 4	\$	40.00
230	Tuska Ridge	\$	60.00
231	Sunrise Estates Unit 5 & 6	\$	50.00
232	Ross Lake Shores	\$	60.00
233	Remington Park Phases 1 & 2	\$	75.00
234	Raintree Village in the Crossings	\$	70.00
235	Oak Creek	\$	320.00
236	Morgan Place	\$	95.00
237	Huntington Phase 2	\$	55.00
238	Wekiva Green	\$	60.00
239	Wekiva Hunt Club Condominium	\$	80.00
240	Winwood 1,2,3,4	\$	50.00
241	Spring Valley Farms	\$	60.00
242	Howell Creek Park Phase 1 & 1A	\$	60.00
243	Hometown Phase 2	\$	65.00
244	Carillon/Heronwood	\$	130.00
245	Goldie Manor	\$	50.00
246	Academy Cove	\$	60.00
247	Academy Oaks	\$	70.00
248	Aloma Park	\$	30.00
249	Apple Valley Unit 4	\$	35.00
250	Autumn Glen Phase 3	\$	50.00
251	Sabal Woods Village	\$	50.00
252	Carillon/Brighton Park	\$	125.00
253	Copperfield	\$	105.00
254	Crystal Creek	\$	50.00
255	Eagles West	\$	230.00
256	Bolling Farms	\$	75.00
257	Chase Groves - Unit 7A	\$	25.00
258	Bear Gully Pointe	\$	350.00
259	Chase Groves - Casa Verde Blvd.	\$	10.00
260	Chase Groves - Unit 1	\$	30.00
261	Chase Groves - Unit 6	\$	25.00
262	Coach Light Estates	\$	105.00
263	Greenwood Lakes D3C	\$	40.00
264	Lake Sylvan Cove	\$	30.00
265	Lake Tuskawilla Phase 3	\$	430.00
266	Lakes of Aloma	\$	70.00
267	Mayfair Oaks	\$	230.00

268	Orange Ridge Farms	\$ 95.00
269	Pecan Cove	\$ 190.00
270	Wekiva Reserve Unit 1	\$ 40.00
271	Deer Run Master Community	\$ 8.00
272	Deer Run Unit 1	\$ 40.00
273	Deer Run Unit 5	\$ 35.00
274	Deer Run Unit 6	\$ 25.00
275	Deer Run Unit 7A & 7B	\$ 30.00
276	Deer Run Unit 8A & 8B	\$ 30.00
277	Deer Run Unit 9A	\$ 30.00
278	Deer Run Unit 9B	\$ 40.00
279	Deer Run Unit 10	\$ 30.00
280	Deer Run Unit 11	\$ 25.00
281	Deer Run Unit 12A & 12B	\$ 35.00
282	Deer Run Unit 14A & 14B	\$ 50.00
283	Deer Run Unit 15	\$ 25.00
284	Deer Run Unit 16	\$ 40.00
285	Deer Run Unit 17	\$ 25.00
286	Deer Run Unit 18	\$ 40.00
287	Deer Run Unit 19A	\$ 45.00
288	Deer Run Unit 20	\$ 40.00
289	Deer Run Unit 21A & 21B	\$ 30.00
290	Deer Run Unit 23A	\$ 35.00
291	Deer Run Unit 23B	\$ 30.00
292	Deer Run Unit 23C	\$ 40.00
293	Deer Run/Deer Pointe	\$ 220.00
294	Chelsea Place	\$ 65.00
295	Creekwood	\$ 40.00
296	Sanford Place	\$ 30.00
297	Forrest Creek Estates	\$ 190.00
298	Lake Brantley Club	\$ 120.00
299	Lost Creek	\$ 75.00
300	Carillon/Madison Park	\$ 125.00
301	Sabal Point Spine Road	\$ 8.00
302	Lone Pines	\$ 70.00
303	Carillon/Westhampton Phase 2	\$ 90.00
304	Midway	\$ 22.00
305	Aloma Woods	\$ 65.00
306	Chase Groves - Unit 7B	\$ 30.00

307	Chase Groves - Unit 8	\$	30.00
308	Chase Groves - Unit 9	\$	35.00
309	Carillon/Stratton Woods	\$	85.00
310	Palm Point	\$	25.00
311	Beechwoods	\$	65.00
312	Hunt Club Boulevard South	\$	7.00
313	Johnson Hill	\$	30.00
314	Aloma Woods Blvd	\$	15.00
315	Eagle's Landing	\$	225.00
316	Myrtle Lake Hills	\$	30.00
317	Aloma Woods Phase 2	\$	70.00
318	Cedar Cove	\$	95.00
319	Chase Groves - Unit 10	\$	30.00
320	Carillon/Dorchester	\$	90.00
321	Eagle's Point Phase 2	\$	80.00
322	Eagle's Point Phase 3	\$	95.00
323	Estates of Aloma Woods	\$	95.00
324	Forest Glen	\$	35.00
325	Glades on Sylvan Lake Phase 1	\$	75.00
326	Village Of Remington	\$	70.00
327	Big Tree Crossing	\$	8.00
328	Sylva Glade	\$	55.00
329	Cypress Reserve	\$	275.00
330	Cardinal Glen	\$	100.00
331	Triange Terrace	\$	15.00
332	Bridgewater	\$	60.00
333	Chase Groves - Unit 5A	\$	35.00
334	Chase Groves - Unit 5B	\$	35.00
335	Wentworth	\$	130.00
336	Carrigan Woods	\$	65.00
337	Chase Groves - Unit 4A	\$	20.00
338	Chase Groves - Unit 4B	\$	30.00
339	Aloma Woods Phase 3	\$	100.00
340	Aloma Woods Phase 5	\$	60.00
341	Bear Stone	\$	100.00
342	Ridge High	\$	30.00
343	Sabal Palm	\$	45.00
344	Tuska Ridge Phase 7	\$	65.00
345	Tuska Ridge Phase 8	\$	60.00

346	Whitesand Cove	\$ 80.00
347	Chase Groves - Unit 3	\$ 30.00
348	Loch Arbor Unit 17	\$ 85.00
349	Lake of the Woods	\$ 7.00
350	Cameron Grove	\$ 50.00
351	Lakehurst	\$ 200.00
352	Fern Brook Trails	\$ 35.00
353	Twin Lakes Manor	\$ 100.00
354	Lakeview Drive	\$ 45.00
355	Roseland Park	\$ 35.00
356	Sawgrass	\$ 130.00
357	Tucks Knoll	\$ 225.00
358	Bentley Cove	\$ 85.00
359	Brookwood	\$ 100.00
360	East Pointe	\$ 55.00
361	Glades on Sylvan Lake Phase 2	\$ 65.00
362	Parc du lac	\$ 95.00
363	Ridge Pointe Cove	\$ 240.00
364	Sandy Lane Reserve	\$ 145.00
365	Sweetwater Oaks	\$ 55.00
366	Terra Bella	\$ 35.00
367	Elegant Heights	\$ 45.00
368	Elizabeth Avenue	\$ 35.00
369	Lake Harriett Estates	\$ 35.00
370	Montclair	\$ 85.00
371	Orange Blossom Business Center	\$ 8.00
372	Royal Oaks	\$ 130.00
373	Stonehurst	\$ 255.00
374	Trails Unit 1	\$ 45.00
375	Waterstone	\$ 275.00
376	Sterling Meadows	\$ 40.00
377	Magnolia Pointe	\$ 135.00
378	Hamilton Place	\$ 200.00
379	Summerfield	\$ 175.00
380	Bennington	\$ 125.00

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Request to Schedule and Advertise Public Hearing - Non-Ad Valorem Assessment Roll Certification

DEPARTMENT: Fiscal Services

DIVISION: MSBU

AUTHORIZED BY: Lisa Spriggs

CONTACT: Kathy Moore

EXT: 7179

MOTION/RECOMMENDATION:

Authorize the scheduling and advertising of a public hearing for the purpose of adopting the annual Non-Ad Valorem Assessment Roll.

County-wide

Kathy Moore

BACKGROUND:

The Seminole County Board of County Commissioners has adopted the uniform method of collection (collection via the property tax bill) for non-ad valorem assessments pursuant to Florida Statutes Section 197.3632. The uniform method requires adoption of the Non-Ad Valorem Assessment Roll at a public hearing held between June 1 and September 15. The hearing will provide opportunity for public review of the assessments proposed for inclusion on the property tax bills to be issued in November. Notice of the hearing must be published in a newspaper generally circulated within the county.

Tentative date and time targeted for the public hearing is August 12, 2008 at 1:30 PM.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the scheduling and advertising of a public hearing for the purpose of adopting the annual Non-Ad Valorem assessment roll.

Additionally Reviewed By: No additional reviews

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Red Raider Baseball Summer Camp Facility Use Agreement

DEPARTMENT: Leisure Services

DIVISION: Parks and Recreation

AUTHORIZED BY: Joe Abel

CONTACT: Steve Waring

EXT: 2001

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Facility Use Agreement with Red Raider Baseball for usage of Soldiers Creek baseball fields for summer baseball camps.

District 2 Michael McLean

Joseph Abel

BACKGROUND:

Seminole County Leisure Services and Red Raider Baseball would like to enter into a facility use agreement to include an 80%/20% (80% to Contractor and 20% to County) split of all gross revenue from summer camp registration.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Facilities Use Agreement with Red Raider Baseball.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

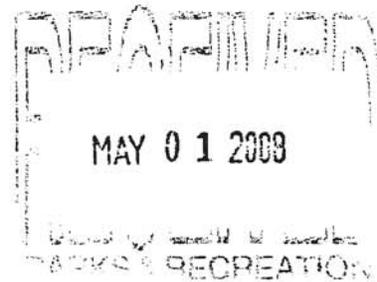
County Attorney Review (Ann Colby)



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Steve Waring, Program Manager, Leisure Services Department
From: Ann E. Colby, Assistant County Attorney 
Ext. 7254
Date: April 29, 2008
Subject: Facilities Use Agreement
Red Raider Baseball

Per your recent request, please find the referenced Agreement with revisions. After execution of the document by the parties, please provide this office with a copy for our records. If you have any questions, please call.



AEC/lpk

Attachment:
Facilities Use Agreement

FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT is made and entered into this ____ day of _____, 20____, between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **RED RAIDER BASEBALL**, whose address is 1002 Foggy Brook Place, Longwood, Florida 32750, hereinafter referred to as "USER".

W I T N E S S E T H:

WHEREAS, the COUNTY is the owner and operator of certain public sports facilities located in Seminole County; and

WHEREAS, the COUNTY desires to expand sports programs offered to the public at those facilities; and

WHEREAS, the USER operates a youth baseball day camp for children ages 5 through 16 and wishes to locate that program at the COUNTY's Soldier's Creek Park facility,

NOW, THEREFORE, in further consideration of the mutual covenants and promises stated herein between COUNTY and USER, the parties agree as follows:

SECTION 1. RIGHT OF USE. The COUNTY does hereby grant the USER the non-exclusive right to use the Soldier's Creek Park baseball fields for USER's youth baseball day camp for children ages 5-16, with the program to include outdoor baseball instruction, videos and speed training. This right of use shall be limited to June 9-13, 2008, June 23-27, 2008, June 30-July 4, 2008, July 7-11, 2008, July 28-August 1, 2008, August 4-8, 2008 and August 11-15, 2008, and shall be contingent

upon USER's compliance with all the terms and conditions of this Agreement.

SECTION 2. SERVICES TO BE PROVIDED BY THE COUNTY. The COUNTY agrees to provide the following services on behalf of the USER:

(a) The COUNTY will provide the use of baseball fields owned by the COUNTY for program purposes.

(b) The COUNTY will maintain its baseball fields and equipment in good working condition and any maintenance/repairs will be corrected in a timely manner by the COUNTY.

(c) The COUNTY will provide promotion/advertising for the USER's program through the COUNTY web site and COUNTY leisure service guide.

SECTION 3. SERVICES TO BE PROVIDED BY THE USER. The USER agrees to provide the following services:

(a) USER will be responsible for the registration and collection of fees from each participant in the classes/programs, unless otherwise agreed upon or specified.

(b) USER, or upon the consent and approval of the Leisure Services Director, its authorized representative shall be on the site at all times reasonably necessary for the performance of the job responsibilities specified by this Agreement.

(c) USER will administer criminal history background checks for USER's coaches and volunteers. Background checks must be completed prior to the first day of working with participants. COUNTY reserves the right, after review of the criminal history background checks, to

prohibit individuals with unsatisfactory checks from participating in youth programs on COUNTY property.

(d) USER will provide additional equipment as necessary to ensure safe and proper play including uniforms, first aid, ice and water.

(e) USER is responsible for all promotional and registration materials necessary for advertising and marketing its program.

(f) USER shall provide a quality program which must be approved in advance by the Leisure Services Director, with such determination to be final. If USER's performance is not acceptable to the COUNTY, the program may be cancelled at any time by the COUNTY.

(g) USER will make all necessary program arrangements such as preparing and assembling needed materials and equipment, coaches' and counselors' training, communication with parents, and schedules.

(h) USER will keep an accurate record of participant registrations, session dates, gross/net receipts totals, and percentage totals, and report same to the COUNTY as requested by the Leisure Services Director.

(i) USER will secure release forms and provide the Leisure Services Department with copies of registration and release forms signed on a form approved by the COUNTY.

(j) USER will provide the Leisure Services Department with preliminary schedules at least fourteen (14) days prior to start of the program. Any changes must be submitted with seven (7) days advance notice. All scheduling must be approved by the COUNTY prior to starting of the program.

(k) USER is responsible for coordinating with the Leisure Services Department to ensure program does not interfere with events of the COUNTY or the public. Program must yield to events/needs of the COUNTY.

(l) USER will be responsible for hiring of all staff or recruiting of volunteers needed to have proper ratios.

(m) Any sponsorship obtained by USER must be approved by the COUNTY.

(n) USER agrees to make all required tax payments as may be necessitated under its programs, including any tax obligation arising from the hiring of additional USER employees for its programs and as may be necessary to comply with the terms of this Agreement.

(o) USER agrees to conduct itself in such a manner as to advance good relations for the COUNTY and its citizens.

(p) USER further agrees to control the conduct, demeanor and appearance of employees, agents, representatives, customers, and patrons in such a manner as to advance good relations for the COUNTY and its citizens. Upon objection by the Leisure Services Director concerning the conduct, demeanor, or appearance of any person, USER shall immediately take all necessary steps to correct the course of such objection.

(q) USER shall not conduct any business or activity not specifically authorized by this Agreement unless approved by the COUNTY.

(r) USER shall contract exclusively with the COUNTY for this type of program and with no other club or organization without the written approval of the COUNTY.

SECTION 4. REVENUE SHARING. The COUNTY and USER shall share all USER program registration revenues generated at Soldier's Creek Park with the COUNTY to receive twenty percent (20%) of the revenue and USER to receive eighty percent (80%) of the revenue. USER shall be responsible for the collection and accounting for such revenue and shall submit to the COUNTY its twenty percent (20%) on a monthly basis no later than the 15th day of each month.

SECTION 5. INSURANCE.

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

(1) Before taking possession of the leased premises, USER shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Commercial General Liability and Property Insurance). USER and its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall 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 USER, USER shall provide COUNTY with a renewal 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 this Agreement and that the insurance is in full Compliance with the requirements of this Agreement. In lieu of the statement on the Certificate, USER shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement.

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

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

(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 (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.057, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, USER shall, as soon as it has knowledge of any 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 USER has replaced the unacceptable insurer with an insurer acceptable to COUNTY, USER shall be deemed to be in default of this Agreement.

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

(1) COMMERCIAL GENERAL LIABILITY.

(A) USER's insurance shall cover USER 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 USER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$1,000,000.00
Personal & Advertising	
Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(2) PROPERTY INSURANCE. USER shall provide property insurance covering real property, and if this Agreement includes construction of or additions to above ground buildings or structures, Builder's Risk insurance, as follows:

(A) *Form.* Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Form CP 00 20 and CP 00 30.

(B) *Amount of Insurance.* The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings or structures.

(C) *Maximum Deductible.* FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) *Waiver of Occupancy Clause and Warranty.* The policy must be specifically endorsed to eliminate any "Occupancy Clauses" or similar warranty or representation that the building, additions, or structures, in the course of construction, shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions, or structures by COUNTY.

(F) *Flood Insurance.* If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

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

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

(f) Obligations. Compliance with the foregoing insurance requirements shall relieve USER, its employees or agents of liability from any obligation under this Section or any other portions of this Agreement.

SECTION 6. TERM. This Agreement shall take effect upon its execution by the parties and shall remain in effect for one (1) year. At the option of the parties, this Agreement may be extended for three (3) additional one (1) year terms.

SECTION 7. TERMINATION. COUNTY may, by written notice to USER, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of USER to fulfill USER's Agreement obligations. Upon receipt of such notice, USER shall immediately discontinue all services and programs affected unless the notice directs otherwise.

SECTION 8. NON-DISCRIMINATION. USER agrees that it will not discriminate against any employee or applicant for programs under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that 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 9. 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 10. SUBCONTRACTORS. In the event USER, during the course of this Agreement, requires the services of any subcontractors or other

professional associates in connection with this Agreement, USER must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with this Agreement, USER shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 11. INDEMNIFICATION OF COUNTY. USER 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 USER, whether caused by USER or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

SECTION 12. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records of USER to verify payments and percentages made to the COUNTY. This audit would be performed at a time mutually agreeable to USER and COUNTY subsequent to the close of the final fiscal period in which the last program is concluded.

(b) USER agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to programs conducted under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at USER's office at all reasonable times during the Agreement period and for two (2) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

SECTION 13. 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 14. 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 USER including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. USER is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 15. EMPLOYEE STATUS. Persons employed by USER 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 16. PUBLIC RECORDS LAW. USER 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. USER 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.

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

RED RAIDER BASEBALL

Witness

By: _____

Print Name

Print Name

Witness

Title: _____

Print Name

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.

By: _____
BRENDA CAREY, Chairman

Approved as to form and
legal sufficiency.

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

County Attorney
AEC/lpk
4/18/08 4/29/08
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**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approve and authorize the Chairman to execute an Agreement and Hold Harmless with the Celery City Cruisers to hold an Antique Car Show on the grounds of the Museum of Seminole County History on November 8, 2008

DEPARTMENT: Library Services

DIVISION: Museum

AUTHORIZED BY: Jane Peterson

CONTACT: Jane Peterson

EXT: 1501

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an Agreement and Hold Harmless with the Celery City Cruisers to hold an Antique Car Show on the grounds of the Museum of Seminole County History on November 8, 2008.

County-wide

Jane Peterson

BACKGROUND:

Celery City Cruisers (classic automobile club) will hold an Antique Car Show on the grounds of the Museum of Seminole County History November 8, 2008. The use of the Museum grounds will be from 7:00 AM to 4:00 PM. The hours of the event are 10:00 AM to 3:00 PM. The Board of County Commissioners has authorized this event since 1999. The Agreement and Hold Harmless is to indemnify the County against liability loss or damage. The President of the Club has signed the agreement on behalf of the members.

STAFF RECOMMENDATION:

Staff recommends the Board of County Commissioners approve and authorize the Chairman to execute an Agreement and Hold Harmless between Seminole County and the Celery City Cruisers for the purpose of holding an Antique Car Show that will be held on the grounds of the Museum of Seminole County History November 8, 2008.

ATTACHMENTS:

1. Hold Harmless Agree between Seminole County and the Celery City Cruisers 2008

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**CELERY CITY CRUISERS
AGREEMENT AND HOLD HARMLESS**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, 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 **CELERY CITY CRUISERS**, a recreational organization, whose mailing address is P.O. Box 560, Sanford, Florida 32772, hereinafter referred to as "CRUISERS".

In consideration of the mutual terms and conditions hereinafter set forth, COUNTY and CRUISERS agree as follows:

COUNTY hereby agrees to allow CRUISERS to use the Seminole County Historical Museum grounds located at 300 Bush Boulevard, Sanford, Florida 32773, as described in Exhibit A attached hereto and incorporated herein, on November 8, 2008, for the purpose of holding its Antique Car Show.

CRUISERS agrees to indemnify and hold harmless COUNTY from and against any and all liability, loss, or damage COUNTY may sustain as a result of claims, demands, grievances, costs, judgments, or causes of action of every kind and nature whatsoever, including, but not by way of limitation, all liability for property damages and personal injury of every kind, nature, or description arising, or which may hereafter arise, from CRUISERS use of the Seminole County Historical Museum grounds.

CRUISERS shall provide, pay for, and maintain in force at all times during the term of this Agreement such insurance as will provide to COUNTY the protection contained in the foregoing indemnification

and hold harmless undertaken by CRUISERS. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof to COUNTY. COUNTY reserves the right to require a certified copy of such policies upon request. The maintenance of the insurance coverage set forth herein shall not be construed to limit CRUISERS liability under the provisions of the indemnification clause.

CRUISERS does hereby release and discharge COUNTY, its agents, officers, and employees from and against any and all claims, demands, grievances, costs, judgments, or causes of action of every kind and nature whatsoever, including, but not by way of limitation, all liability for property damages and personal injury of every kind, nature, or description arising or which may hereafter arise from CRUISERS use of the Seminole County Historical Museum grounds.

CRUISERS shall be responsible for cleaning up and leaving the premises in the same condition as they were found. Failure to maintain or clean up the premises used shall result in the COUNTY employing such persons as necessary to bring the premises used up to the condition existing prior to use by CRUISERS. CRUISERS shall be responsible for any costs incurred by COUNTY for such cleanup services.

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

Joyle Danopuk
Witness
JOYLE DANOPUK
Print Name

Charles Havelka
Witness
CHARLES HAVELKA
Print Name

CELERY CITY CRUISERS

By: David Scott
DAVID SCOTT, President

Date: 3/10/08

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

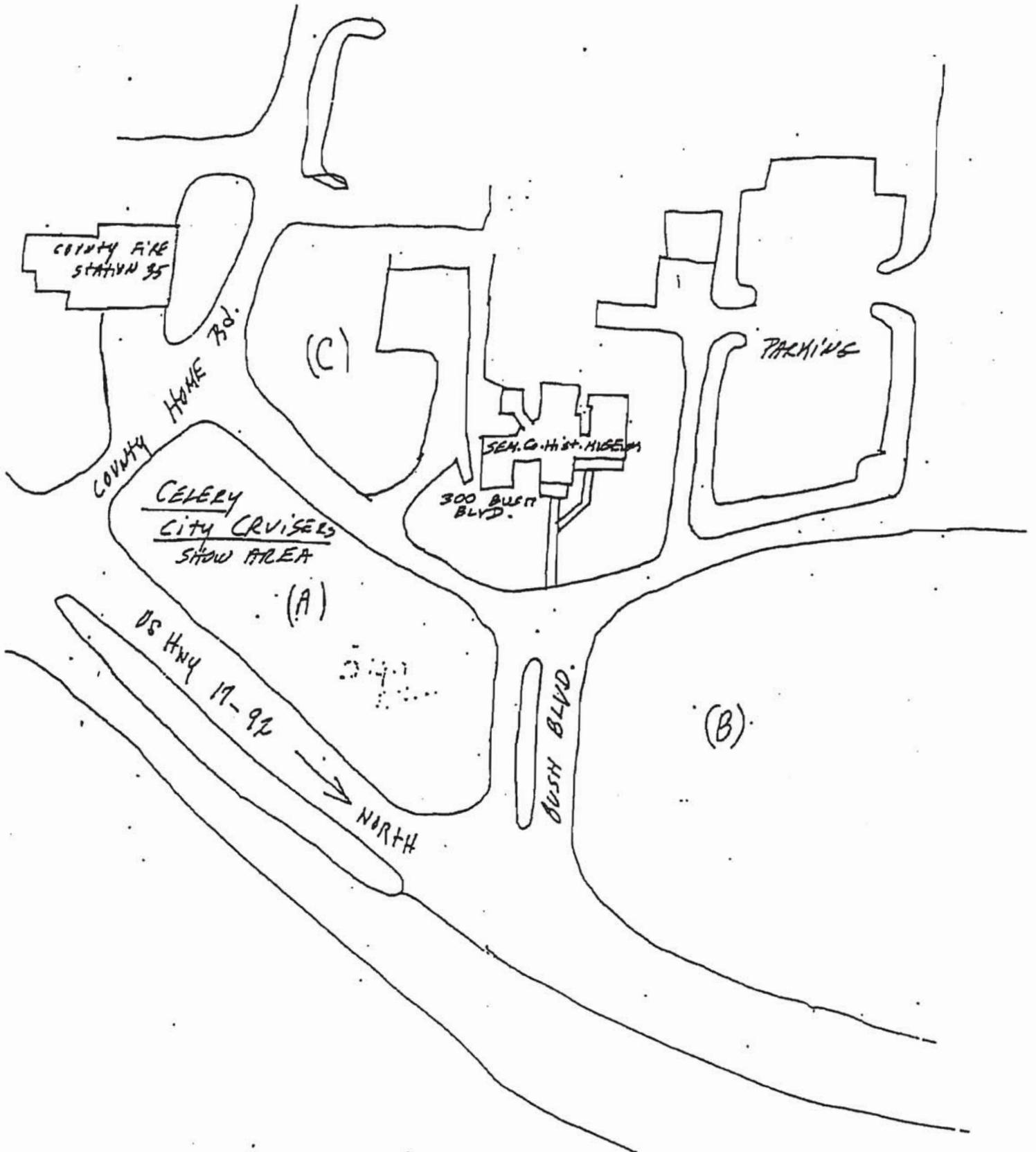
As authorized for execution by
the Board of County Commissioners
at their _____, 20
regular meeting.

Approved as to form and
legal sufficiency

County Attorney
AEC/lpk
2/27/08
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Attachment:
Exhibit A - Historical Museum Grounds Map

EXHIBIT A



SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfaction of Condemnation Lien, 1109 First Drive, Sanford

DEPARTMENT: Planning and Development **DIVISION:** Administration - Planning and Development

AUTHORIZED BY: Dori DeBord **CONTACT:** Liz Parkhurst **EXT:** 7397

MOTION/RECOMMENDATION:

Approve the Satisfaction of Lien in the amount of \$5,050.00, as approved by the Board of County Commissioners at the March 11, 2008 meeting.

District 5 Brenda Carey

Dori DeBord

BACKGROUND:

On March 11, 2008, the Board of County Commissioners met and approved to accept a settlement in the amount of \$5,050.00 for the Condemnation Lien and interest totaling \$10,100.33 on the property at 1109 First Drive, Sanford, owner Wayne Cleveland. The timeline is below:

DATE	ACTION
October 30, 1992	A condemnation request was submitted to the District 5 Commissioner, Jennifer Kelley, on October 30, 1992 regarding the unoccupied building located at 1109 First Drive, Sanford, Florida. A certified letter was sent to the Owner of Record on October 30, 1992, notifying the Owner as to the unsafe condition and said structure was declared a public nuisance and must be demolished and removed from the property per Seminole County Ordinance 80-16.
October 4, 1993	A second condemnation request was submitted to the District 5 Commissioner, Daryl McLain, on October 4, 1993 regarding the unoccupied building located at 1109 First Drive, Sanford, Florida. A certified letter was sent to the Owner of Record on October 4, 1993, notifying the Owner the structure was declared a public nuisance and must be demolished and removed from the property per Seminole County Ordinance 80-16 (now Seminole County Code Chapter 168).
January 11, 1994	Seminole County Board of County Commissioners approved a request to declare the unoccupied building as a public nuisance and authorization to advertise and set a date for a public hearing to determine the outcome of the structure.
February 2, 1994	A summons was issued to Owner to appear before the Board at the March 8, 1994 Seminole County Board of County Commissioners meeting regarding the nuisance structure on this property.
March 8, 1994	The Board met and adopted a resolution 94-R-66 (ORB 2071/Pg 2386) requiring the Owner to demolish and remove all debris from the property by April 8, 1994. The Board authorized staff to perform necessary corrective action in the event the nuisance was not abated by the Owner as outlined in Seminole County Ordinance 80-16
May 6, 1994	The property was demolished by Seminole County when the nuisance structure was not abated by the Owner.
October 25, 1994	The Board of County Commissioners approved a Condemnation Lien for the amount of Three thousand thirty five dollars and 77 cents (\$3,035.77) to be assessed against the Owner of the property for the demolition work done on the property and administrative costs.

May 2007	Owner came to pay condemnation lien. Staff didn't have information available to advise owner as payment due. Stated they would research the history and get back with him as to the status.
May 29, 2007	Letter with chronology of events and backup documentation sent to Wayne Cleveland from Planning & Development Director.
June 5, 2007	Director spoke with Mr. Cleveland as to the process of paying the lien and interest accrued per Ordinance 80-16.
January 11, 2008	Received an email from Mr. John Wright, Jr. as to the acquiring the property from Mr. Cleveland.
January 16, 2008	Request for Reduction of Interest. Mr. Wright acting as the agent for Mr. Cleveland has offered to pay a total of \$4,000 for the condemnation lien of \$3,035.77 and accrued interest.
January 23, 2008	Received All-Purpose Acknowledgment and Power of Attorney statement, signed and notarized by Mr. Cleveland giving Mr. Wright power of attorney to act on his behalf in resolving this land matter.
January 23, 2008	Current total of condemnation lien and interest as of 3/11/08 is \$10,100.33
March 11, 2008	BCC approved to reduce the condemnation lien and interest to \$5,050.00 due within 60 days or reverts to original amount and compounding interest.
April 17, 2008	Payment received from John Wright, Jr. in the amount of \$5,050.00 which represents the settlement approved by the BCC on March 11, 2008.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute a Satisfaction of Lien in the amount of \$5,050.00, as approved by the Board of County Commissioners at the March 11, 2008 meeting.

ATTACHMENTS:

1. Satisfaction of Lien
2. BCC Minutes from 3-11-08
3. Copy of Cashiers Check Received 4-17-08
4. Copy of Receipt for \$5050.00

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

**SATISFACTION OF LIEN
AS TO PARTICULAR PARCEL**

THIS instrument disclaims and releases the Condemnation lien imposed against WAYNE CLEVELAND on October 25, 1994 by the Seminole County Board of County Commissioners, filed and recorded on November 4, 1994 in Official Records Book 2843, Page 0040, of the Public Records of Seminole County, Florida, against the following described real property:

**SEC 31 TWP19 RGE 31 LOT 21 HARDEN'S ADDITION, PLAT BOOK 7
PAGE 71 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY
PARCEL ID # 31-19-31-502-0000-0210**

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

DATED this _____ day of _____, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance of
Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

MARCH 11, 2008

meeting for LaTasha Proctor; Shelter Properties; Gary & Monika Luedecke; Girls & Boys Town of Central Florida; Daniel & Darcy Drew; Edith Justice; Lizzie Williams; Barre & Jane Baggett; Samuel and Florence Stabile; Diane Rice; Haywood Maddox; James Edwards; Virgil and Denise Hurley; and Anvan Properties.

49. Development Order #08-50000001, as shown on page _____, for Gary & Christine Cousins.
50. Utility Agreement, as shown on page _____, for sewer service with Samy Realty, Inc. for the project known as Sanford Auto Mall.
51. Bill of Sale, as shown on page _____, accepting water within the project known as Lowe's Home Center-Fern Park.
52. Second Amendment, as shown on page _____, to PS-5191-05.
53. Work Order #10, as shown on page _____, to CC-0012-05.
54. Change Order #2, as shown on page _____, to Work Order #11 to CC-1075-06.
55. Change Order #2, as shown on page _____, to RFP-2086-07.
56. Amendment #1, as shown on page _____, to Work Order #19 to PS-0381-06.
57. Bids as follows: IFB-600302-08; RFP-2832-07; IFB-600320-08; and CC-2472-07.

REGULAR AGENDA

Planning & Development Director, Dori Debord, addressed the Board to request direction with regard to settlement offer for the Condemnation Lien and interest totaling \$10,100.33 on property at 1109 First Drive, Sanford, owned by Wayne Cleveland. She advised Mr. Cleveland currently resides in New York and has given written authority to John Wright to act on his behalf in clearing the lien. Mr. Wright is interested in purchasing the property and has offered to pay \$4,000 to clear the lien.

MARCH 11, 2008

John Wright addressed the Board to advise he owns the property adjacent to the subject property and has been trying to buy it for some time.

District Commissioner Carey stated there is no violation on the property at this time. She, therefore, recommended splitting the \$10,100.33 to \$5,050.

Motion by Commissioner Mclean, seconded by Commissioner Dallari to accept a settlement in the amount of \$5,050 for the Condemnation Lien and interest totaling \$10,100.33 on property at 1109 First Drive, Sanford, Wayne Cleveland, to be paid within 60 days from this date.

Districts 1, 2, 3 and 5 voted AYE.

COUNTY MANAGER'S BRIEFING

Assistant County Manager, Sabrina O'Bryan, addressed the Board to give a PowerPoint presentation (copy received & filed) on the status of the Strategic Planning Initiative. She reviewed the project history, vision & mission statements, value statements, and strategic priority & focus areas. She stated they are currently working on Phase IV, which is connecting the Strategic Plan to the budget and the Performance Management systems. They have charted the 40 objectives over five years and are in the process of assigning responsible departments to evaluate during the upcoming budget process. Also, they will be including the objectives and actions in the performance system for accountability. She further stated that the next step will be Phase V, which will be to monitor, evaluate and measure the progress, and assess the plan frequently to continue to sustain and enhance the quality of life in Seminole County.



Cashier's Check

No. 3655449

Notice to Purchaser: In the event this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Date APRIL 15, 2008

30-1/1140
NTX

Banking Center ARLINGTON

1011614 00021 003655449

JOHN JR. WRIGHT
Remitter (Purchased By)

\$ **5050.00**

Pay **FIVE THOUSAND FIFTY DOLLARS AND 00 CENTS**

To The Order Of
ECC

[Handwritten Signature]
Authorized Signature

Bank of America, N.A.
San Antonio, Texas

VOID AFTER 90 DAYS

⑈3655449⑈ ⑆114000019⑆ 001641001536⑈

THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK

46-14-3774B 09-2005

www.bankofamerica.com/ntx 9-07-08 ©2008 Bank of America, N.A.

RECEIPT

No 70062

SEMINOLE COUNTY, FLORIDA

Date 4-17 2008

Received from John Jr Wright

Address Lien Satisfaction

Description 1109 First Dr - Sanford

Account Number	Amount	Description
-----	<u>5,050.00</u>	<u>5,050.00</u>
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----

Total Amount _____

Check No. 3655449 Cash _____

Board of County Commissioners

By [Signature]

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Paving and Drainage Improvements Maintenance and Escrow Agreement and Cash Maintenance Bond for Tradition at Alafaya

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

AUTHORIZED BY: Dori DeBord

CONTACT: Larry Poliner

EXT: 7318

MOTION/RECOMMENDATION:

Authorize the release of the Tradition at Alafaya Paving and Drainage Improvements Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$5,126.25 for the Tradition at Alafaya road improvements.

District 1 Bob Dallari

Larry Poliner

BACKGROUND:

Section 35.44 (e) of the Seminole County Land Development Code, concerning *Additional Required Legal Submittals*, required the Tradition at Alafaya project to have a Paving and Drainage Improvements Maintenance and Escrow Agreement, specifically, Maintenance Agreement and Escrow Agreement and Cash Maintenance Bond for \$5,126.25, to insure any significant degradation in operating conditions resulting from any defective work covered by this agreement. Staff conducted a two year maintenance inspection for this project located at 3019 Alafaya Trail and determined the project to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Tradition at Alafaya Paving and Drainage Improvements Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$5,126.25 for the Tradition at Alafaya road improvements.

ATTACHMENTS:

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

Additionally Reviewed By:

County Attorney Review (David Shields)

SUBDIVISION AND SITE PLAN

PAVING AND DRAINAGE IMPROVEMENTS
MAINTENANCE AND ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of June, ~~2006~~ 2006 between Tradition Alafaya, Ltd., hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY "

W I T N E S S E T H:

WHEREAS, PRINCIPAL has constructed certain paving and drainage improvements in that certain subdivision described as Tradition at Alafaya, a Plat of which is recorded in Plat Book 67 Pages 56, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated December 3, 19 2004 (as subsequently revised or amended) and filed with the Seminole County Engineer; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from June 30, 2006; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY cash (U.S. Currency) in the sum of Five thousand one hundred DOLLARS (\$5,126.25).

twenty six dollars and 25/100

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

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

2. The PRINCIPAL hereby deposits in escrow with COUNTY, the sum of Five thousand one hundred twenty six dollars and 25/100 DOLLARS (\$5,126.25) to guarantee that all paving and drainage improvements set forth on plans and specifications for the above subdivision will be maintained in accordance with the terms of this Agreement.

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

4. PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of Five thousand one hundred twenty six and 25/100 DOLLARS (\$5,126.25) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from June 30, 2006, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

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

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

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

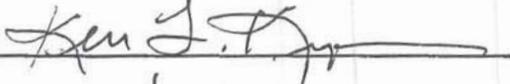
IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

Signed, sealed and delivered
in the presence of:



Tonya Sanderson

Tradition Alafaya, Ltd.
By: BSP/Alafaya, LLC, a
general partner.

By: 

Date: 6/30/06

WITNESSES:

Devi Jovchen

DEPARTMENT OF PUBLIC WORKS
ROADS DIVISION
SEMINOLE COUNTY, FLORIDA

Owen D. Reagan
Acting Division Manager
~~Deputy Director of Public Works~~

Date: 7/12/06

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

STATE OF FL)
COUNTY OF Orange) ss

The foregoing instrument was acknowledged before me this 30th day of June, ~~2006~~ by Ken L. Kupp, who is personally known to me or who has produced _____ as identification.



Tonya Sanderson
MY COMMISSION # DD234890 EXPIRES
July 27, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Tonya Sanderson
Print Name Tonya Sanderson
Notary Public in and for the County
and State Aforementioned

My commission expires: 7-27-2007

PAVING AND DRAINAGE IMPROVEMENTS

CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Tradition Alafaya, Ltd. as PRINCIPAL is held and firmly bound unto SEMI-NOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of five thousand one hundred DOLLARS (\$5,126.25), which sum has been deposited in escrow with SEMINOLE COUNTY in accordance with the provisions of a Maintenance and Escrow Agreement of even date which is attached hereto and made a part hereof by this reference to it, does bind principal, respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond. ^{Six} _{25/100}

The condition of this Bond is that the paving and drainage improvements made as shown on Subdivision Plans and Specifications dated Dec. 3, 2004, including surveying, engineering, and land clearing, for 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: June 30th, 2006

Tradition Alafaya, Ltd.
By: BSP/Alafaya, LLC
[Signature] (SEAL)
Principal A manager
KEUL. KUPP (SEAL)
Principal _____ (SEAL)
Principal _____

(App E, LDC, through Supp 16).

B S P



April 1, 2008

Ms. BeJay Harbin
Seminole County
Development Review
1301 East 2nd Street
Sanford, FL 32771

Re: **Tradition at Alafaya**- 2 Year Maintenance Bond

Dear Ms. Harbin:

As requested, please see the attached Inspection Report dated 3/27/2008 which states that the inspection appears to meet Seminole County requirements and the bond can be released. Please release the bond in the amount of \$5,126.25.

Thank you,

A handwritten signature in cursive script, appearing to read "SR Walsh".

Stephen R. Walsh
Managing Partner

Broad Street Partners, LLC
250 Park Avenue South, Suite 200, Winter Park, Florida 32789
407/647.3290 Fax 407/647.7865

Real Estate Investment and Development

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Private Road Maintenance Bond for Wilson Park Subdivision

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

AUTHORIZED BY: Dori DeBord

CONTACT: Larry Poliner

EXT: 7318

MOTION/RECOMMENDATION:

Authorize the release of the Wilson Park Subdivision Private Road Maintenance Agreement and Letter of Credit #P002862 in the amount of \$61,509.60 for the Wilson Park Subdivision road improvements.

District 5 Brenda Carey

Larry Poliner

BACKGROUND:

Section 35.44 (e) of the Seminole County Land Development Code, concerning Additional Required Legal Submittals, required the Wilson Park Subdivision project to have a Private Road Maintenance Agreement, specifically, Maintenance Agreement and Letter of Credit #P002862 for \$61,509.60 (SunTrust), to insure any significant degradation in operating conditions resulting from any defective work covered by this Maintenance Agreement and Letter of Credit. Staff conducted a two year maintenance inspection for this project located at 1601 Orange Boulevard and determined the project to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Wilson Park Subdivision Maintenance Agreement and Letter of Credit #P002862 in the amount of \$61,509.60 for the Wilson Park Subdivision road improvements.

ATTACHMENTS:

1. Maintenance Agreement
2. Irrevocable Letter of Credit
3. Request Letter

Additionally Reviewed By:

County Attorney Review (David Shields)

SUBDIVISION AND SITE PLAN

PRIVATE ROAD MAINTENANCE AGREEMENT

(For use with Letter of Credit)

THIS AGREEMENT is made and entered into this 28th day of February, 2006, between M/I Homes of Orlando, LLC., hereinafter referred to as "PRINCIPAL" and the Seminole County Homeowner's Association of Wilson Park subdivision (hereinafter referred to as the "BENEFICIARY") or, if none, SEMINOLE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "HOLDER"), on behalf of all purchasers of lots within subdivision.

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain road improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as Wilson Park, a Plat of which is recorded in Plat Book _____ Pages _____, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid road improvements were made pursuant to certain plans and specifications dated Sept. 13, 2004, (as subsequently revised or amended) and filed with the BENEFICIARY or the HOLDER, as the case may be; and

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

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the BENEFICIARY or to the HOLDER on behalf of the owners of lots within the subdivision (hereinafter referred to as LOT OWNERS) a certain Irrevocable Letter of Credit No. _____ issued by _____, in the sum of Sixty-One Thousand Five Hundred Nine DOLLARS (\$61,509.60).
Nine Dollars and Sixty Cents

NOW THEREFORE, the BENEFICIARY or the HOLDER on behalf of the LOT OWNERS, agrees to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL.

PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the BENEFICIARY or to the HOLDER on behalf of the LOT OWNERS in the sum of Sixty-One Thousand Five Hundred Nine DOLLARS (\$61,509.60) on the condition that, if PRINCIPAL shall promptly and faithfully protect the BENEFICIARY or LOT OWNERS against any defects resulting from faulty materials or workmanship of the aforesaid road improvements and maintain said road improvements for a period of two (2) years from Jan. 31, 2006, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The BENEFICIARY/HOLDER, or LOT OWNER shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

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

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

[This Agreement and all rights hereunder may be assigned by the HOLDER to the Homeowner's Association of Wilson Park subdivision or to the individual lot owners of Wilson Park subdivision as the case may be.]

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

BENEFICIARY:

Wilson Park Homeowners Association,
Inc.

ATTEST/WITNESSES:

[Signature]
Steve Pash

By: [Signature], Vice President
Date: 3-2-06 Eric K. Wicks

PRINCIPAL:

M/I Hayes of Orlando, LLC

By: [Signature] DANA A. BENNETT
Date: 3-2-06 AREA PRESIDENT

Signed, sealed and delivered in the presence of:
[Signature]
COLLEEN KAY MACAULIE



LETTER OF CREDIT NUMBER P002862

ISSUANCE DATE: JANUARY 18, 2006

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

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

FOR USD 61,509.60
(SIXTY ONE THOUSAND FIVE HUNDRED NINE 60/100 U.S. DOLLARS)

DATE OF EXPIRATION: MARCH 31, 2008
PLACE OF EXPIRATION: AT OUR COUNTERS

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. P002862
IN YOUR FAVOR FOR ACCOUNT OF THE ABOVE-REFERENCED APPLICANT
AVAILABLE BY YOUR DRAFTS DRAWN ON US PAYABLE AT SIGHT FOR ANY SUM
OF MONEY NOT TO EXCEED A TOTAL OF THE AMOUNT REFERENCED ABOVE
WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND THE FOLLOWING
DOCUMENT:

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

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

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

CONTINUED ON NEXT PAGE

SUNTRUST

LETTER OF CREDIT NUMBER P002862

PAGE NO. 2

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

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

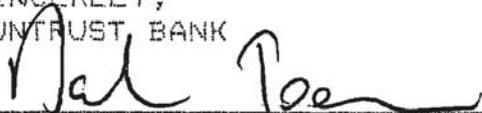
THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT, IN ANY WAY, BE AMENDED BY REFERENCE HEREIN TO ANY AGREEMENT, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR AGREEMENT OTHER THAN THE PRIVATE ROAD MAINTENANCE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

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

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

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

SINCERELY,
SUNTRUST BANK



AUTHORIZED SIGNATURE

105



Columbus/Cincinnati, Ohio

Indianapolis, Indiana

Tampa Bay/Orlando/West Palm Beach, Florida

Charlotte/Raleigh, North Carolina

Washington D.C.

March 28, 2008

Seminole County Board of County Commissioners
1301 East 2nd Street
Sanford, FL 32771

RE: RELEASE OF WILSON PARK SUBDIVISION MAINTENANCE BONDS

To whom it may concern:

M/I Homes has completed all required work for the community known as Wilson Park. With the required work complete, approved and through our maintenance period we request that Seminole County release the Maintenance Letter Of Credit (LOC No. **P002862**) put in place prior to the issuance of the certificate of completion by Seminole County.

Thank you in advance for your help in this matter and please do not hesitate to contact me with any comments, questions, or concerns as relates to this matter.

Sincerely,



Justin Campbell
Land Development Manager

Cc: File

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Right-of-Way Utilization Permit Maintenance Bond for Rinehart Road Right-of-Way – AmSouth Driveway

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

AUTHORIZED BY: Dori DeBord

CONTACT: Larry Poliner

EXT: 7318

MOTION/RECOMMENDATION:

Authorize the release of the Rinehart Road Right-of-Way (ROW) - AmSouth Driveway Right-of-Way Utilization Permit Maintenance Bond #8154-89-19 in the amount of \$10,961.34 for the Rinehart Road ROW - AmSouth Driveway road improvements.

District 5 Brenda Carey

Larry Poliner

BACKGROUND:

Section 35.44 (e) of the Seminole County Land Development Code, concerning Additional Required Legal Submittals, required the Rinehart Road ROW - AmSouth Bank Driveway project to have a Private Road Maintenance Bond, specifically, Maintenance Bond #8154-89-19 for \$10,961.34 (Federal Insurance Company), to insure any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located at 4437 W. SR 46 and determined the project to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Rinehart Road Right-of-Way (ROW) - AmSouth Driveway Right of Way Utilization Permit Maintenance Bond #8154-89-19 in the amount of \$10,961.34 for the Rinehart Road ROW – AmSouth Driveway road improvements.

ATTACHMENTS:

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

Additionally Reviewed By:

County Attorney Review (David Shields)

APPROVED FORMS, ETC.

RIGHT-OF-WAY USE PERMITTING
RIGHT-OF-WAY UTILISATION PERMIT
MAINTENANCE BOND
(Streets, Curbs, Storm Drains)

KNOW ALL MEN BY THESE PRESENTS:

That we Amsouth Bank, whose address is 1900 5th Ave N, 5th Floor, Birmingham, AL 35223, hereinafter referred to as "PRINCIPAL" and Federal 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 \$ Ten Thousand Nine Hundred Sixty-one and 34/100 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, PRINCIPAL has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain public right-of-way known as Rinehart Road, recorded in Plat Book 86, Page(s) 86, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated July 5, 192003, 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 June 2, 192004;

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 June 2, 192004, 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.

LAND DEVELOPMENT CODE

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 4th day of May, 2004.

Address:

1900 5th Ave N
5th Floor
Birmingham, AL 35223



LaTashia Monique Clay
Bond No. 68946943N
Notary Public for the State of Alabama
Commission Expires: February 18, 2008

Amsouth Bank

(SEAL)

PRINCIPAL

By: Paul [Signature] Its: VP Properties
(If a Corporation)

ATTEST: LaTashia Monique Clay Its: Administrative Ass't.
(If a Corporation)

Address:

2211 7th Ave S.
Birmingham, AL 35233

Federal Insurance Company

(SEAL)

SURETY

By: Mark W. Edwards, II Its: _____
Its Attorney-in-Fact
Mark W. Edwards, II

ATTEST: _____

(App E, LOC, through Supp 16).



**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

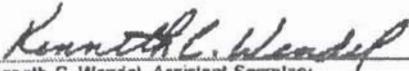
**Attn.: Surety Department
15 Mountain View Road
Warren, NJ 07059**

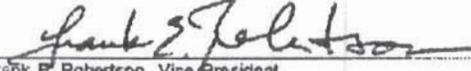
Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint-----

Ronald B. Giadrosich, Mark W. Edwards, II, Jeffrey M. Wilson of Birmingham, Alabama; Richard E. Daniels of Pensacola, Florida ----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 24th day of October, 2003


Kenneth C. Wendel, Assistant Secretary


Frank E. Robertson, Vice President

STATE OF NEW JERSEY, ss.
County of Somerset

On this 24th day of October, 2003, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Frank E. Robertson, and knows him to be Vice President of said Companies; and that the signature of Frank E. Robertson, subscribed to said Power of Attorney is in the genuine handwriting of Frank E. Robertson, and was thereto subscribed by authority of said By-Laws and in deponent's presence.



MARIA CALISE
Notary Public, State of New Jersey
No. 2183982
Commission Expires Nov. 15, 2005


Notary Public

Notarial Seal

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

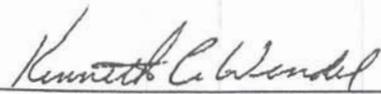
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U. S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 4th day of May, 2004




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY
Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com



_____,
Anthony Cooper, ALBH10109A
Senior Vice President,
Director of Insurance
Regions Financial Corporation
1900 Fifth Avenue N
Birmingham, AL 35203
Tel: 205-326-5345
Fax: 205-264-0339
anthony.cooper@regions.com

April 1, 2008

BeJay Harbin
1301 East 2nd Street
Sanford, FL 32771

Re: Public Road Maintenance Agreement
Project: **Rinehart Road / AmSouth Bank**
Bond #: 8154-89-19

Dear BeJay,

Please release the above bond. Per the attached letter from James Allen there have been no deficiencies in the premises since 4/21/2006.

Sincerely,

A handwritten signature in black ink that reads "Anthony Cooper". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Anthony Cooper

C. Cindi Thessing, Regions Insurance Little Rock, AR

Regions Financial Corporation
Post Office Box 11007
Birmingham, Alabama 35288
(205) 326.5120

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Right-of-Way Utilization Permit Maintenance Bond for Rinehart Road Right-of-Way – David Maus Toyota

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Larry Poliner **EXT:** 7318

MOTION/RECOMMENDATION:

Authorize the release of the Rinehart Road Right-of-Way (ROW) - David Maus Toyota Right-of-Way Utilization Permit Maintenance Bond #104675286 in the amount of \$7,406.96 for the Rinehart Road ROW - David Maus Toyota road improvements.

District 5 Brenda Carey

Larry Poliner

BACKGROUND:

Section 35.44 (e) of the Seminole County Land Development Code, concerning Additional Required Legal Submittals, required the Rinehart Road Right-of-Way – David Maus Toyota project to have a Right-of-Way Utilization Permit Maintenance Bond, specifically, Maintenance Bond #104675286 for \$7,406.96 (Travelers Casualty and Surety Company of America), to insure any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located at 1160 Rinehart Road and determined the project to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Rinehart Road Right-of-Way (ROW) –David Maus Toyota Right-of-Way Utilization Permit Maintenance Bond #104675286 in the amount of \$7,406.96 for the Rinehart Road ROW – David Maus Toyota road improvements.

ATTACHMENTS:

- 1. Maintenance Bond
- 2. Power of Attorney
- 3. Request Letter

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

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

Bond # 104675286

KNOW ALL MEN BY THESE PRESENTS:

That we David Maus Toyota, whose address is 1160 Rinehart Road, Sanford, FL 32771, hereinafter referred to as "PRINCIPAL" and Travelers Casualty and Surety Company of America 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 \$ 7,406.96 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 Rinehart Road Turn Lane Improvements recorded in Plat Book 47, Page(s) 8-10, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated December 9, 2004, 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 April 21, 2006;

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements for a period of (2) years from _____, 19____, 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 writ 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 involvtd, 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.

LAND DEVELOPMENT CODE

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, at, 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 said give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse thm 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 there presents this 17th day of April, XX 2006.

Address:

David Maus Toyota (SEAL)
PRINCIPAL

By: [Signature] Its: VP
(If a Corporation)

ATTEST: [Signature] Its: Controller, Sec
(If a Corporation)

Address:

Travelers Casualty and Surety Company of America (SEAL)
SURETY

700 N. Central Avenue #800
Glendale, CA 91203

By: Maryann Carafello Its: _____
Its Attorney-in-Fact
Maryann Carafello -

ATTEST: Brendy Bach
Witness

(App E, LDC, through Supp 16).

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF **ATTORNEY(S)-IN-FACT**

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAWLERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and **FARMINGTON CASUALTY COMPANY**, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Maryann Carafello, Thomas O. Wilder, Terry Crull, David G. Jensen, Brandy L. **Baich**, of Phoenix, Arizona, their true and lawful **Attorney(s)-in-Fact**, with full power and authority hereby **conferred** to sign, execute and acknowledge, at any place **within** the United States, the following **instrument(s)**: by **his/her** sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as **if** the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney@)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force **and** effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional **undertaking**, and any of said **officers** or the Board of Directors at any **time** may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice **Chairman**, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more **officers** or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the **office** of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company **officers** pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and **by** authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY **AND** SURETY **COMPANY** OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force **and** effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be **affixed** by facsimile to any **power** of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for **purposes** only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed **and** **certified** by such **facsimile** signature and facsimile seal shall be valid and binding upon the Company in the **future** with respect to any bond or **undertaking** to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto **affixed** this 31st day of **January, 2003**.

STATE OF CONNECTICUT

} SS. Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By 
George W. Thompson
Senior Vice President

On this 31st day of **January**, 2003 before me personally came **GEORGE W. THOMPSON** to me known, who, being by me duly sworn, did depose and say: **that** hdshe is Senior Vice President of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY** and **FARMINGTON CASUALTY COMPANY**, the corporations **described** in and which executed the above instrument; that hdshe knows the seals of said **corporations**; **that** the seals **affixed** to the said instrument are such corporate seals; and that hdshe executed the said instrument on behalf of the corporations by authority of **his/her** office under the Standing Resolutions thereof.



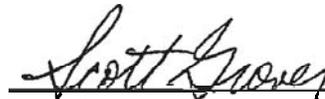
Marie C Tetreault
My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Vice President, Bond of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY** and **FARMINGTON CASUALTY COMPANY**, stock corporations of the State of Connecticut, DO **HEREBY CERTIFY** that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

IN WITNESS **WHEREOF**, I have hereunto set my hand and **affixed** the seals of said Companies this 17th day of April, 2006



By 
Scott Grover
Vice President, Bond

DAVID MAUS
TOYOTA  SCION 

www.davidmaustoyota.com

April 7, 2008

BeJay Harbin
1301 E 2nd Street
Sanford, FL 32771

RE: Release of bond for Public Road Maintenance Agreement

Project Name: Rinehart Road ROW/David Maus Toyota
Bond #: 104675286
Bond Amount: \$7406.96
District #: 5

Dear BeJay Harbin:

This letter is a request for the release of the bond named above. Per a letter issued by the Planning and Development Department, there were no deficiencies found on the project upon re-inspection on 3/18/2008.

If you should have any further questions, please do not hesitate to contact me at (407) 302-8800.

Sincerely,


Larry Barnes
David Maus Toyota

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Collier Drive Utility Easement Vacate

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

AUTHORIZED BY: Dori DeBord

CONTACT: Brian Walker

EXT: 7337

MOTION/RECOMMENDATION:

Adopt and authorize the Chairman to execute a Resolution to vacate and abandon a portion of a platted utility easement on Lot 6, Block 12, Indian Hills, Unit 2, recorded in the Public Records of Seminole County, Florida in Plat Book 14, Page 80 in Section 20, Township 21 S, Range 30 E and further described as 2022 Collier Drive – Diane Rice, applicant

District 4 Carlton D. Henley

Brian Walker

BACKGROUND:

The applicant, Diane Rice, is requesting to vacate and abandon a 3 foot portion of a 7 foot platted utility easement as described in Exhibit A in order to accommodate a swimming pool screen enclosure.

Staff has determined that the vacation and abandonment of a portion of the platted utility easement would not have a negative impact on the area.

The applicant has provided letters from all applicable utility providers stating “no objections” to the proposed vacate.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt and authorize the Chairman to execute a Resolution to vacate and abandon a portion of a platted utility easement on Lot 6, Block 12, Indian Hills, Unit 2, recorded in the Public Records of Seminole County.

ATTACHMENTS:

1. Collier Resolution
2. Exhibit A - Sketch of Description
3. Collier Dr. Area Map
4. Collier Dr. Location Map
5. Collier Dr. Aerial Map

Additionally Reviewed By:

County Attorney Review (David Shields)

RESOLUTION NO.: 2008-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 20th DAY OF May A.D., 2008.

RESOLUTION TO VACATE AND ABANDON A UTILITY EASEMENT

.....

Whereas, a Petition was presented on behalf of

DIANE RICE

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating, and abandoning of the following described utility easement to-wit:

See Exhibit A

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, having determined that the abandonment of the above described utility easement is to the best interest of the County and the public in that the area in question is not needed for utility purposes and not necessary for public need.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described utility easement be, and the same is hereby abandoned, closed, and vacated, and that all right in and to the same on behalf of the County and the public be, and the same is hereby disclaimed.

PASSED AND ADOPTED this 20th day of May A.D., 2008.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA**

MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

BY:

BRENDA CAREY
CHAIRMAN

SKETCH OF DESCRIPTION

DESCRIPTION

A PORTION OF LOT 6, BLOCK 12, INDIAN HILLS UNIT TWO, AS RECORDED IN PLAT BOOK 14, PAGES 80 AND 81, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

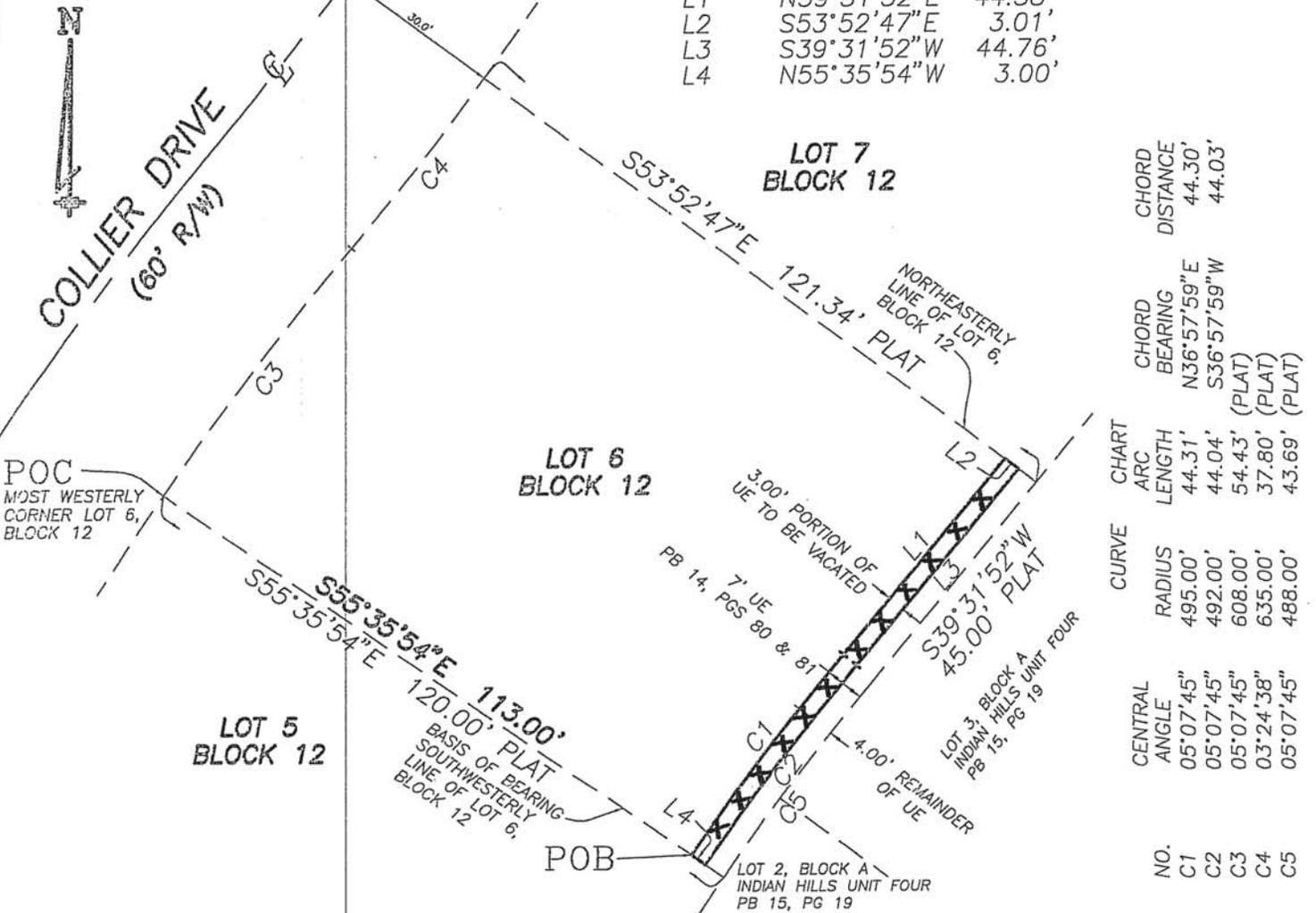
EXHIBIT A

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 6, BLOCK 12, INDIAN HILLS UNIT TWO, AS RECORDED IN PLAT BOOK 14, PAGES 80 AND 81, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; RUN THENCE S55°35'54"E ALONG THE SOUTHWESTERLY LINE OF SAID LOT 6 A DISTANCE OF 113.00 FEET FOR A POINT OF BEGINNING, SAID POINT OF BEGINNING BEING A NON-TANGENT POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 495.00 FEET, A CHORD BEARING OF N36°57'59"E, A CHORD DISTANCE OF 44.30 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°07'45", A DISTANCE OF 44.31 FEET; THENCE N39°31'52"E A DISTANCE OF 44.58 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 6; THENCE S53°52'47"E ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 3.01 FEET; THENCE S39°31'52"W A DISTANCE OF 44.76 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 492.00 FEET, A CHORD BEARING OF S36°57'59"W, A CHORD DISTANCE OF 44.03 FEET, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°07'45", A DISTANCE OF 44.04 FEET TO SAID SOUTHWESTERLY LINE OF LOT 6; THENCE N55°35'54"W ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 267 SQUARE FEET MORE OR LESS.

LINE CHART

L1	N39°31'52"E	44.58'
L2	S53°52'47"E	3.01'
L3	S39°31'52"W	44.76'
L4	N55°35'54"W	3.00'



NO.	CURVE	CHART	CHORD
	RADIUS	LENGTH	DISTANCE
C1	495.00'	44.31'	44.30'
C2	492.00'	44.04'	44.03'
C3	608.00'	54.43'	(PLAT)
C4	635.00'	37.80'	(PLAT)
C5	488.00'	43.69'	(PLAT)

JOB # 25208
 CF# CF# SC14-80LOT6BLK12
 DATE: 2/29/08
 SCALE: 1" = 30'
 DRAWN BY: TRKII

THIS SKETCH IS NOT A BOUNDARY SURVEY.

PREPARED FOR: PARK PLACE PROPERTIES
 BEARING STRUCTURE BASED ON: SOUTHERLY LINE LOT 6

REVISIONS:

THIS SKETCH MEETS THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 61G17-6, FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

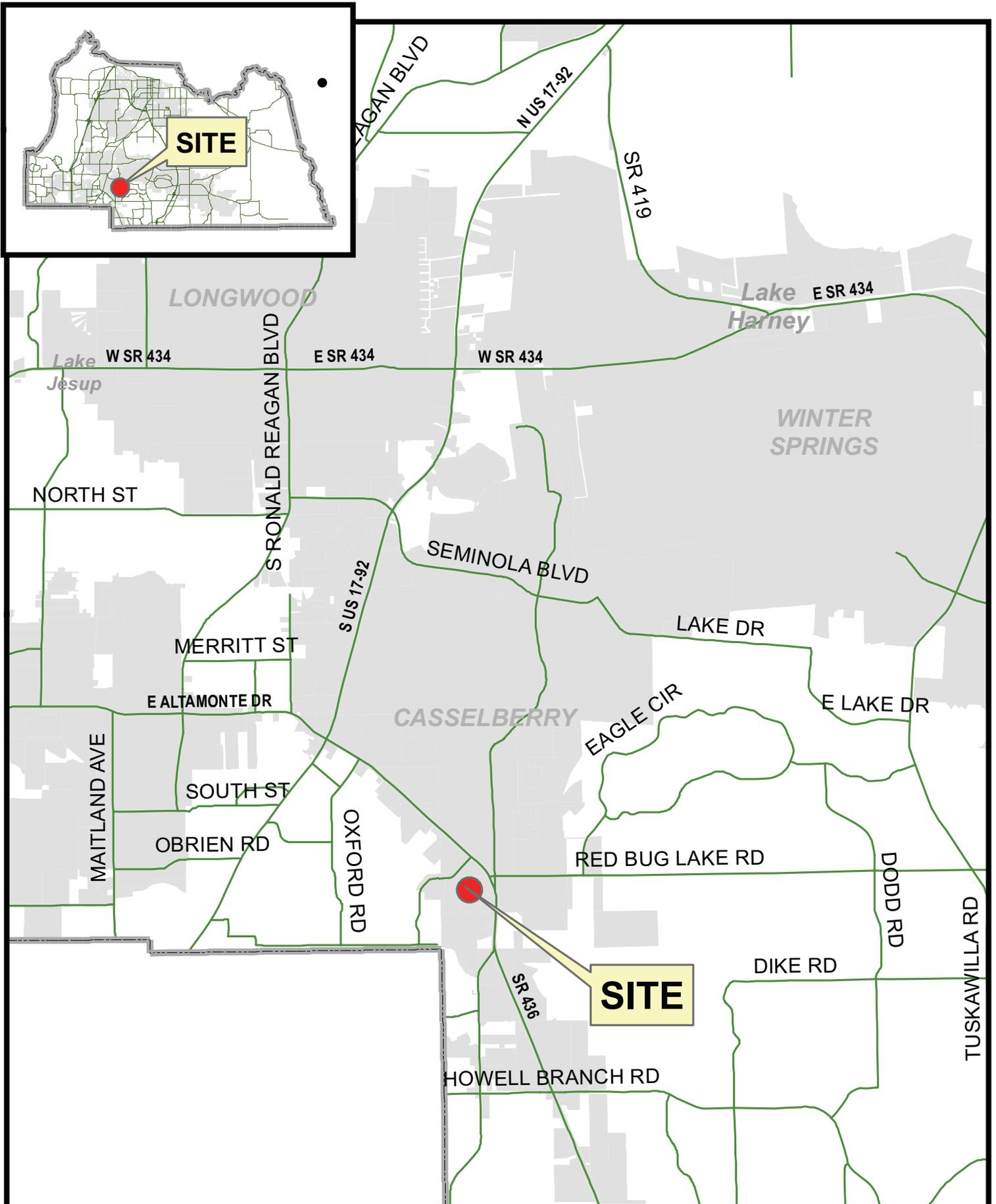
ACCURIGHT SURVEYS

of Orlando Inc., LB 4475
 2012 E. Robinson St.
 Orlando, Florida 32803
 (407) 894-6314

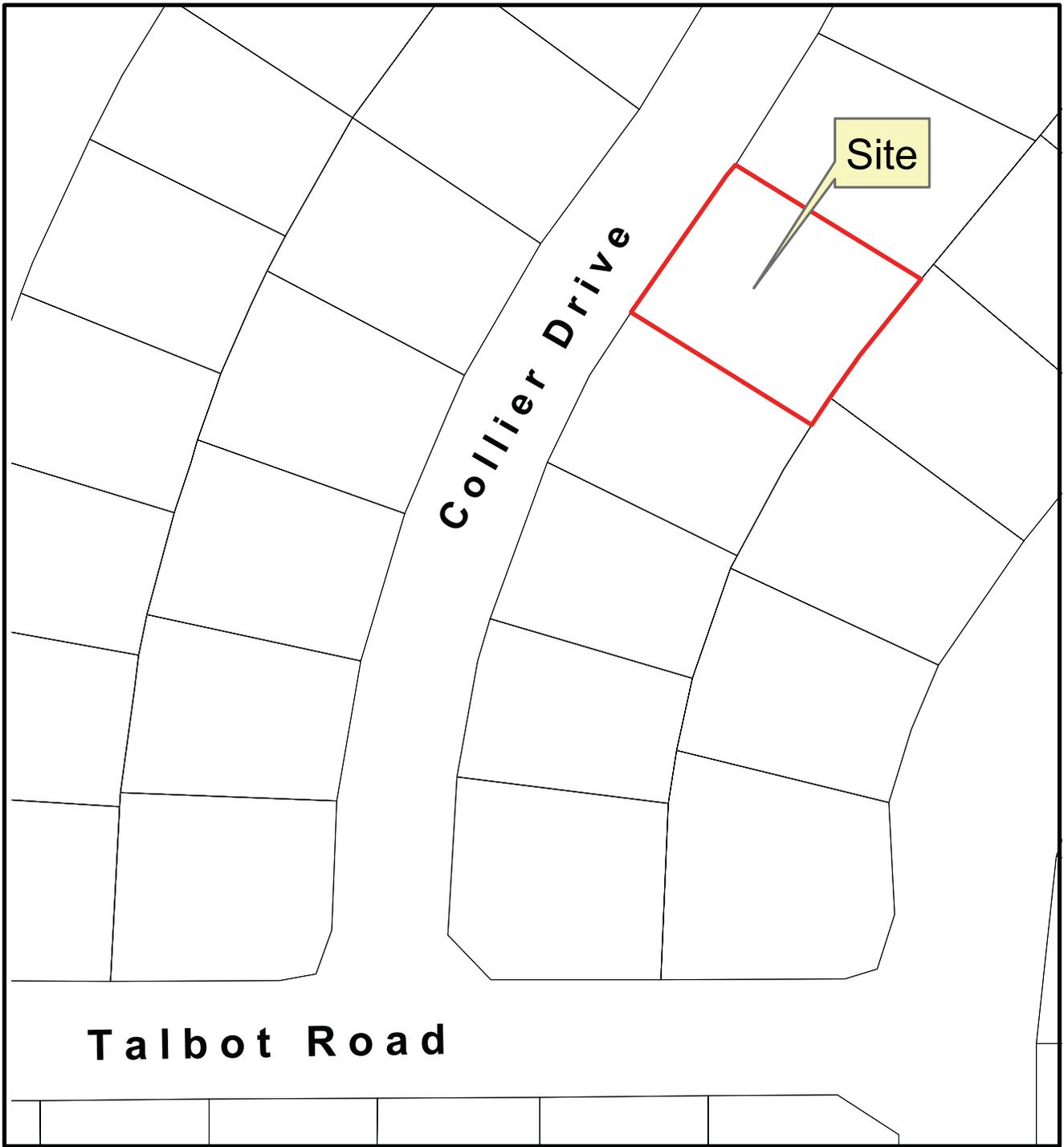
LEGEND	
CL	- CENTERLINE
CALC	- CALCULATED
CLF	- CHAIN LINK FENCE
CONC	- CONCRETE
CP	- CONCRETE PAD
Δ	- CENTRAL ANGLE
DW	- DRIVEWAY
E/P	- EDGE OF PAVEMENT
FND	- FOUND
IR	- IRON ROD
MEAS	- MEASURED
N&D	- NAIL & DISK
PC	- POINT OF CURVATURE
POB	- POINT OF BEGINNING
R	- RADIUS
TYP	- TYPICAL
UE	- UTILITY EASEMENT
CBW	- CONCRETE BLOCK WALL
CM	- CONCRETE MONUMENT
COVD	- COVERED
CW	- CONCRETE WALKWAY
DE	- DRAINAGE EASEMENT
ESMT	- EASEMENT
FFE	- FINISHED FLOOR ELEVATION
IP	- IRON PIPE
L	- ARC LENGTH
MS	- METAL SHED
OL	- ON LINE
P&M	- PLAT & MEASURED
POC	- POINT OF COMMENCEMENT
R/W	- RIGHT OF WAY
UB	- UTILITY BOX
WF	- WOOD FENCE

JAMES D. BRAY PSM 6507

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER.



Collier Drive Utility Vacate



Collier Drive
Utility Vacate
Location Map





Collier Drive
Utility Vacate
Aerial Map



SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfaction of Code Enforcement Lien – Case No. 00-22-CEB – Bernice Penn and Murlene Penn, 540 Pine Court, Altamonte Springs

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 \$625.00, Case No. 00-22-CEB, on 540 Pine Court, Altamonte Springs, Tax Parcel # 21-21-29-5CN-0000-0300, Bernice Penn and Murlene Penn, and authorize the Chairman to execute a Satisfaction of Lien.

District 3 Dick Van Der Weide

Tina Williamson

BACKGROUND:

In response to a complaint on August 4, 1999, the Code Enforcement Officer observed the following violation located at 540 Pine Court, Altamonte Springs: Junked or abandoned vehicle(s) not kept within an enclosed garage or an attached carport which are in violation of Seminole County Code Section 95.4, as defined in Section 95.3 (I).

The timeline on these violations is below:

DATE	ACTION	RESULT
February 24, 2000	Code Board Hearing – Findings of Fact, Conclusions of Law and Order.	Order entered by the Code Enforcement Board setting a compliance date of March 9, 2000 or a fine of \$25.00 per day imposed if compliance not achieved
March 14, 2000	Affidavit of Non-Compliance filed by the Code Enforcement Officer after March 13, 2000 reinspection	Violation remains
April 7, 2000	Affidavit of Compliance filed by the Code Enforcement Officer after April 6, 2000 reinspection	Violation corrected
August 24, 2000	Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien	Order entered by the Code Enforcement Board imposing a lien of \$625.00 for 27 days of non-compliance
March 17, 2008	Payment received from Title Professionals	\$625.00 payment received

STAFF RECOMMENDATION:

Staff recommends the Board approve the Satisfaction of Lien in the amount of \$625.00, Code Enforcement Board Case # 00-22-CEB, on 540 Pine Court, Altamonte Springs, Tax Parcel # 21-21-29-5CN-0000-0300, Bernice Penn and Murlene Penn, and authorize the Chairman to execute a Satisfaction of Lien.

ATTACHMENTS:

1. Findings And Order
2. Findings And Order
3. Affidavit Of Non Compliance
4. Affidavit Of Compliance
5. Order imposing Lien
6. Corrected Order imposing Lien
7. Check and receipt for payment
8. Property Appraiser Data
9. Satisfaction of Lien

Additionally Reviewed By:

County Attorney Review (David Shields)

MA. ANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL
RECORDED VERIFIED

503027
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

2000 MAR -3 AM 8:00

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

CASE NO. 00-22-CEB

Petitioner,

vs.

BERNICE PENN and MAURLENE PENN
540 PINE COURT
ALTAMONTE SPRINGS, FLORIDA 32714

Respondents.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

The Respondents are in violation of Section 95.4, Seminole County Code, as defined in Section 95.3(1), Seminole County Code, based on the following findings:

(a) The Respondents are the owners of record of the property (Tax Parcel ID #21-21-29-5CN-0000-0300) located at 540 Pine Court, Altamonte Springs, Florida, located in Seminole County and legally described as follows:

LEG LOT 30 TRAIL WOOD ESTATES SEC 1 PB 16 PG 27

(b) The Respondents are in possession/control of the property.

(c) On August 4, 1999, a Seminole County Code Inspector inspected the property and found junk or abandoned vehicles not within an enclosed garage or attached carport on the property.

(d) On October 15, 1999, Respondents were provided notice of the violation and given until October 29, 1999 to correct the violation.

(e) On December 15, 1999, a Seminole County Code Inspector reinspected the property and the violation remained on the property.

(f) On December 16, 1999, Respondents were provided notice of the violation and given until December 30, 1999 to correct the violation.

(g) On January 7, 2000, a Seminole County Code Inspector reinspected the property and found the violation remained on the property.

The Respondents shall correct the violation by March 9, 2000. In order to correct the violation, the Respondents shall take the following remedial action:

REMOVE JUNK OR ABANDONED VEHICLES NOT WITHIN AN ENCLOSED GARAGE OR ATTACHED CARPORT FROM THE PROPERTY.

If the Respondents comply with this Order by March 9, 2000, the Chair of the Code Enforcement Board, acting on behalf of the Code Enforcement Board, shall issue an order confirming the compliance and such order shall be recorded in the official land records of Seminole County.

If the Respondent does not comply with this order by August 24, 2000, then the Code Enforcement Division, acting consistent with the procedures set forth in Section 162.12, Florida Statutes, shall provide to the Respondents a copy of the Code Inspector's affidavit of non-compliance. The letter

SEMINOLE CO., FL

3809 1879

PAGE

accompanying the affidavit, or the affidavit itself, shall state that the Respondents have ten (10) days from receipt to request a hearing to contest the finding of non-compliance.

If the Respondents fail to timely request a hearing to contest the determination of non-compliance with this order, then the Chair of the Code Enforcement Board, upon notification by the Code Inspector of such non-compliance, shall issue an order confirming the non-compliance and ordering the Respondents to pay a fine of \$25.00 for each day the violation continues past that date. Such order shall be recorded in the official land records of Seminole County and shall constitute a lien against the property.

If the Respondents timely request a hearing, the Code Enforcement Board shall hold a hearing at which compliance with this order is the sole issue. At the conclusion of such hearing, the Code Enforcement Board shall issue either 1) an order of compliance or 2) an order of non-compliance ordering the Respondents to pay the accrued fine for each day the violation continued past the date set for compliance and a fine of \$25.00 for each day the violation continues. Either such order shall be recorded in the official land records of Seminole County.

The Respondents must contact the Code Inspector to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue until such time as the Code Inspector inspects the property and establishes the date of compliance.

This Order shall be recorded in the public records of Seminole County, Florida.

DONE AND ORDERED this 24th day of February, 2000, in Seminole County, Florida.

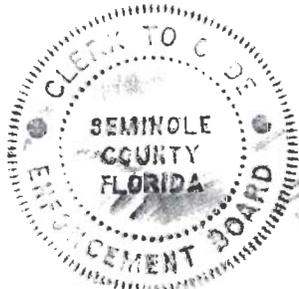
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

Jean Metts
CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 24th day of February, 2000, by Jean Metts, who is personally known to me.

Marcia L. Fuller
Marcia L. Fuller
Notary Public to and for the
County and State aforementioned.
My Commission Expires:



BOOK
PAGE
3809 1880
SEMINOLE CO., FL

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

CASE NO. 00-22-CEB

Petitioner,

vs.

BERNICE PENN and MAURLENE PENN
540 PINE COURT
ALTAMONTE SPRINGS, FLORIDA 32714

Respondents.

CORRECTED
FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

The Respondents are in violation of Section 95.4, Seminole County Code, as defined in Section 95.3(1), Seminole County Code, based on the following findings:

(a) The Respondents are the owners of record of the property (Tax Parcel ID #21-21-29-5CN-0000-0300) located at 540 Pine Court, Altamonte Springs, Florida, located in Seminole County and legally described as follows:

LEG LOT 30 TRAIL WOOD ESTATES SEC 1 PB 16 PG 27

(b) The Respondents are in possession/control of the property.

(c) On August 4, 1999, a Seminole County Code Inspector inspected the property and found junk or abandoned vehicles not within an enclosed garage or attached carport on the property.

(d) On October 15, 1999, Respondents were provided notice of the violation and given until October 29, 1999 to correct the violation.

(e) On December 15, 1999, a Seminole County Code Inspector reinspected the property and the violation remained on the property.

(f) On December 16, 1999, Respondents were provided notice of the violation and given until December 30, 1999 to correct the violation.

(g) On January 7, 2000, a Seminole County Code Inspector reinspected the property and found the violation remained on the property.

The Respondents shall correct the violation by March 9, 2000. In order to correct the violation, the Respondents shall take the following remedial action:

REMOVE JUNK OR ABANDONED VEHICLES NOT WITHIN AN ENCLOSED GARAGE OR ATTACHED CARPORT FROM THE PROPERTY.

If the Respondents comply with this Order by March 9, 2000, the Chair of the Code Enforcement Board, acting on behalf of the Code Enforcement Board, shall issue an order confirming the compliance and such order shall be recorded in the official land records of Seminole County.

If the Respondent does not comply with this order by March 9, 2000, then the Code Enforcement Division, acting consistent with the procedures set forth in Section 162.12, Florida Statutes, shall provide to the Respondents a copy of the Code Inspector's affidavit of non-compliance. The letter accompanying the

3837
0788
SEMINOLE CO., FL
PAGE

MARYANNE HORSE
CLERK OF CIRCUIT COURT
525971

SEMINOLE COUNTY, FL
RECORDED & VERIFIED
2000 APR 24 AM 8:08

affidavit, or the affidavit itself, shall state that the Respondents have ten (10) days from receipt to request a hearing to contest the finding of non-compliance.

If the Respondents fail to timely request a hearing to contest the determination of non-compliance with this order, then the Chair of the Code Enforcement Board, upon notification by the Code Inspector of such non-compliance, shall issue an order confirming the non-compliance and ordering the Respondents to pay a fine of \$25.00 for each day the violation continues past that date. Such order shall be recorded in the official land records of Seminole County and shall constitute a lien against the property.

If the Respondents timely request a hearing, the Code Enforcement Board shall hold a hearing at which compliance with this order is the sole issue. At the conclusion of such hearing, the Code Enforcement Board shall issue either 1) an order of compliance or 2) an order of non-compliance ordering the Respondents to pay the accrued fine for each day the violation continued past the date set for compliance and a fine of \$25.00 for each day the violation continues. Either such order shall be recorded in the official land records of Seminole County.

The Respondents must contact the Code Inspector to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue until such time as the Code Inspector inspects the property and establishes the date of compliance.

This Order shall be recorded in the public records of Seminole County, Florida.

DONE AND ORDERED this 24th day of February, 2000, in Seminole County, Florida.

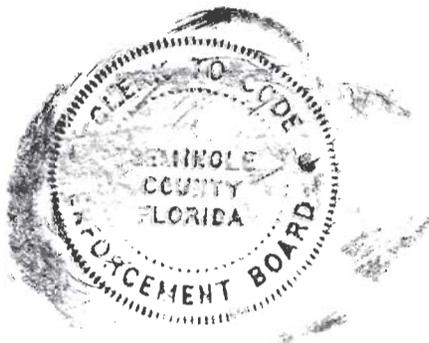
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

Jean Metts
CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 24th day of February, 2000, by Jean Metts, who is personally known to me.

Marcia L Fuller
Marcia L. Fuller
Notary Public to and for the
County and State aforementioned.
My Commission Expires:



3837 0789
SEMNOLE CO., FL.
BUOK
PAGE

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

CASE NO: 00-22-CEB

SEMINOLE COUNTY, a political
subdivision of the State of
Florida,

Petitioner,

vs.

BERNICE & MURLENE PENN,

Respondent.

PAGE
3837 0778
SEMINOLE CO., FL

AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared Joann Davids, Code Inspector for **CURRENT PLANNING**, who after being duly sworn, deposes and says:

1. That on February 24, 2000, 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 9, 2000.
3. That a re-inspection was performed on March 13, 2000.
4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that junk vehicle remains on property.

FURTHER AFFIANT SAYETH NOT.

DATED this 14th day of March 2000.

Joann Davids

Signature of Code Inspector

MARYANNE MORSE
CLERK OF CIRCUIT COURT
525965

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 14th day of March, 2000, by Joann Davids, who is personally known to me and who did take an oath.

Marcia L Fuller

Notary Public in and for the County
and State Aforementioned
My commission expires:

SEMINOLE COUNTY, FL
RECORDED & VERIFIED
2000 APR 24 AM 8:07

AFFNON.COM



CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida

Case No. 00-22-CEB

Petitioner,
vs.

BERNICE & MURLENE PENN,

Respondent.

564562
CLERK OF CIRCUIT COURT

2000 JUL 19 AM 8:20
RECORDED & VERIFIED

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Joann Davids**, Code Inspector for **Planning Division** who, after being duly sworn, deposes and says:

1. That on **February 24, 2000**, 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 9, 2000**.
3. That a re-inspection was performed and the Respondent was in compliance on **April 6, 2000**.
4. That the re-inspection revealed that the corrective action ordered by the Board has been taken.

FURTHER AFFIANT SAYETH NOT.

DATED this 7th day of **April 2000**.

Joann Davids

Joann Davids, Inspector

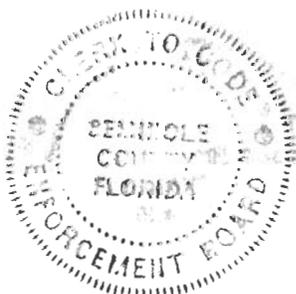
STATE OF **FLORIDA**)
COUNTY OF **SEMINOLE**)

The foregoing instrument was acknowledged before me this **7th** day of **April 2000** by **Joann Davids**, who is personally known to me and who did take an oath.

Marcia L Fuller

Notary Public in and for the County
and State Aforementioned
My commission expires:

CMPLAFF.CEB



3888 1598
SEMINOLE CO., FL
OFFICIAL RECORD PAGE

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

Petitioner,

vs.

BERNICE PENN & MURLENE PENN,

Respondents.

CASE NO. 00-22-CEB

597342
CLERK OF CIRCUIT COURT
KATHLEEN MURSE

ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

The Respondents are the owners of record of the property (Tax Parcel ID #21-21-29-5NC-0000-0300) located at 540 Pine Ct, Altamonte Springs, Florida, located in Seminole County and legally described as follows:

LEG LOT 30 TRAIL WOOD ESTATES SEC 1 PB 16 PG 27

This case came on for public hearing before the Code Enforcement Board of Seminole County on the 24th day of February, 2000, 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 Section 95.4, Seminole County Code, as defined in Section 95.3(l).

Said Order required Respondents to take certain corrective action by March 9, 2000.

Said Order stated that a fine of \$25.00 per day would be imposed if Respondents did not take certain corrective action by the date set for compliance.

An Affidavit of Non-Compliance bearing the date of March 14, 2000, has been filed with the Board by the Code Inspector, which Affidavit certifies under oath that the required action has not been taken as ordered.

Accordingly, it having been brought to the Board's attention that Respondents have not complied with the Order dated February 24, 2000, the Board orders that a fine of \$675.00 (total accrued fine up until hearing) is imposed against the property for each day the violation has continued past the date set for compliance and a fine of \$25.00 per day is ordered against the property for each day the violation continues past March 9, 2000.

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SEMINOLE COUNTY, FL
RECORDED & VERIFIED

3931 0626
OFFICIAL RECORDS
PAGE
SEMINOLE CO. FL

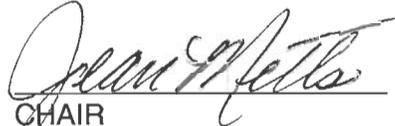
RETURN TO SANDY MCCAIN

The Respondents must contact the Code Inspector to arrange for an inspection of the property to verify compliance. The fine imposed shall continue until such time as the Code Inspector inspects the property and establishes the date of compliance.

This Order shall be recorded in the public records of Seminole County, Florida, and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the Respondents.

DONE AND ORDERED this 24th day of August, 2000, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA


CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 24th day of August, 2000, by Jean Metts, who is personally known to me.


Marcia L. Fuller
Notary Public to and for the
County and State aforementioned.
My Commission Expires:



SEMINOLE CO., FL

3931 0625

PAGE

PAGE



YANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06936 Pgs 0229 - 230; (2pgs)
CLERK'S # 2008021746
RECORDED 02/25/2008 03:08:37 PM
RECORDING FEES 18.50
RECORDED BY G Harford

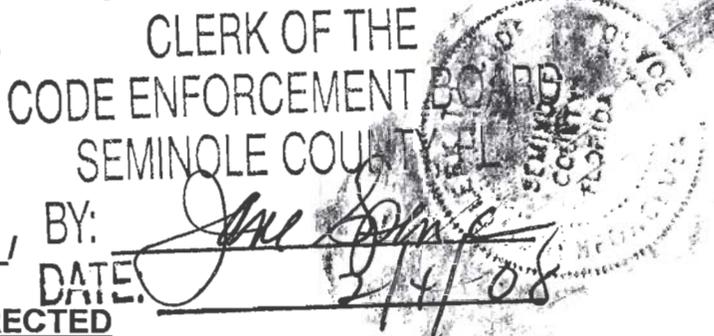
**CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

CASE NO. 00-22-CEB

CERTIFIED COPY

Petitioner,
vs.



BERNICE PENN & MURLENE PENN

Respondents.

BY: *[Signature]*
DATE: 2/4/08

CORRECTED

ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

The Respondent is the owner of record of the property (Tax Parcel # 24-24-29-5NC-0000-0300) (21-21-29-5CN-0000-0300) located at 540 Pine Ct, Altamonte Springs, Florida, located in Seminole County and legally described as follows:

LEG LOT 30 TRAIL WOOD ESTATES SEC 1 PB 16 PG 27

This case came on for public hearing before the Code Enforcement Board of Seminole County on the 24th day of February, 2000, 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.

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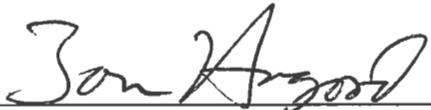
RETURN TO SANDY MCCOY

The Respondents must contact the Code Inspector to arrange for an inspection of the property to verify compliance. The fine imposed shall continue until such time as the Code Inspector inspects the property and establishes the date of compliance.

This Order shall be recorded in the public records of Seminole County, Florida, and shall constitute a **lien** against the land on which the violation exists and upon any other real or personal property owned by the Respondents.

DONE AND ORDERED this 24th day of August, 2000, in Seminole County, Florida.

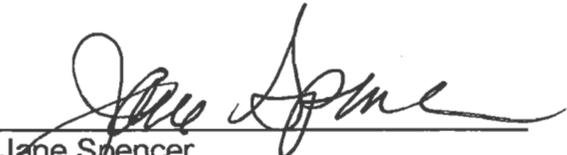
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA



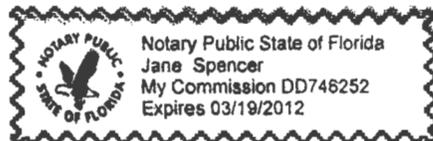
TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 24th day of January 2008, by Tom Hagood, who is personally known to me.



Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires



07003719CLW Check Date: 03/13/2008
PAYEE: BCC
SELLER:
BUYER: Bernice Penn
ADDRESS: 540 Pine Court, Altamonte Springs, FL 32714

\$675.00

Line Items	Description	Amount
105	Payoff Seminole County Compliance Div	\$675.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

Title Professionals of Florida

41766

1700 McMULLEN BOOTH ROAD, UNIT B-5
CLEARWATER, FLORIDA 33759
(727) 712-1009

07003719CLW

63-1511/670

3/13/2008

Pay Six Hundred Seventy Five and 00/100

\$ 675.00

To The Order Of

BCC
Seminole County Planning Div 2nd Floor
1101 E. First Street
Sanford, FL 32771

ESCROW ACCOUNT

FLORIDA GULF BANK
FT. MYERS, FL 33919

Memo Re: Bernice Penn
Code Enforcement Lien Payoff



THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - REG IMAGE DISAPPEARS WITH HEAT.

⑈00041766⑈ ⑆067015119⑆3000013387⑈

RECEIPT

41766

No 70049

SEMINOLE COUNTY, FLORIDA

Date 3-17-08

\$675.00

Received from Title Professionals

Address

Description Case No. 00-22-CEB

Account Number

Amount

Description

675.00

Total Amount 675.00

Check No. 41766 Cash

Board of County Commissioners

By *Opulene Allen*

3-17-08 10:19 RCVD

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506</p>																																																			
<p style="text-align: center;">GENERAL</p> <p>Parcel Id: 21-21-29-5CN-0000-0300</p> <p>Owner: PENN BERNICE &</p> <p>Own/Addr: PENN MURLENE</p> <p>Mailing Address: 540 PINE CT</p> <p>City,State,ZipCode: ALTAMONTE SPRINGS FL 32714</p> <p>Property Address: 540 PINE CT ALTAMONTE SPRINGS 32714</p> <p>Subdivision Name: TRAILWOOD ESTATES SEC 1</p> <p>Tax District: 01-COUNTY-TX DIST 1</p> <p>Exemptions: 00-HOMESTEAD (1997)</p> <p>Dor: 01-SINGLE FAMILY</p>		<p>2008 WORKING VALUE SUMMARY</p> <p>Amendment 1 impact not reflected.</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$97,758</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$33,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$130,758</p> <p>Assessed Value (SOH): \$128,942</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$103,942</p> <p style="text-align: center;"><u>Tax Estimator</u></p> <p style="text-align: center;"><u>Portability Calculator</u></p>																																																	
<p style="text-align: center;">SALES</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> <th>Qualified</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>10/1996</td> <td><u>03139</u></td> <td><u>1157</u></td> <td>\$64,500</td> <td>Improved</td> <td>Yes</td> </tr> <tr> <td>CERTIFICATE OF TITLE</td> <td>11/1994</td> <td><u>02852</u></td> <td><u>1277</u></td> <td>\$100</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1990</td> <td><u>02238</u></td> <td><u>1146</u></td> <td>\$60,000</td> <td>Improved</td> <td>Yes</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>09/1984</td> <td><u>02238</u></td> <td><u>1144</u></td> <td>\$100</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1980</td> <td><u>01304</u></td> <td><u>0386</u></td> <td>\$44,900</td> <td>Improved</td> <td>Yes</td> </tr> <tr> <td>WARRANTY DEED</td> <td>09/1979</td> <td><u>01243</u></td> <td><u>1171</u></td> <td>\$35,000</td> <td>Improved</td> <td>Yes</td> </tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	Qualified	WARRANTY DEED	10/1996	<u>03139</u>	<u>1157</u>	\$64,500	Improved	Yes	CERTIFICATE OF TITLE	11/1994	<u>02852</u>	<u>1277</u>	\$100	Improved	No	WARRANTY DEED	10/1990	<u>02238</u>	<u>1146</u>	\$60,000	Improved	Yes	QUIT CLAIM DEED	09/1984	<u>02238</u>	<u>1144</u>	\$100	Improved	No	WARRANTY DEED	10/1980	<u>01304</u>	<u>0386</u>	\$44,900	Improved	Yes	WARRANTY DEED	09/1979	<u>01243</u>	<u>1171</u>	\$35,000	Improved	Yes	<p>2007 VALUE SUMMARY</p> <p>Tax Amount(without SOH): \$1,645</p> <p>2007 Tax Bill Amount: \$1,454</p> <p>Save Our Homes (SOH) Savings: \$191</p> <p>2007 Taxable Value: \$98,423</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
Deed	Date	Book	Page	Amount	Vac/Imp	Qualified																																													
WARRANTY DEED	10/1996	<u>03139</u>	<u>1157</u>	\$64,500	Improved	Yes																																													
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<p style="text-align: center;">LAND</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>33,000.00</td> <td>\$33,000</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	33,000.00	\$33,000	<p style="text-align: center;">LEGAL DESCRIPTION</p> <p>PLATS: <input type="text" value="Pick..."/></p> <p>LEG LOT 30 TRAILWOOD ESTATES SEC 1 PB 16 PG 27</p>																																					
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LOT	0	0	1.000	33,000.00	\$33,000																																														
<p style="text-align: center;">BUILDING INFORMATION</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Bld Num</th> <th>Bld Type</th> <th>Year Blt</th> <th>Fixtures</th> <th>Base SF</th> <th>Gross SF</th> <th>Living SF</th> <th>Ext Wall</th> <th>Bld Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td><u>Building Sketch</u> 1</td> <td>SINGLE FAMILY</td> <td>1972</td> <td>6</td> <td>1,000</td> <td>1,348</td> <td>1,000</td> <td>CONC BLOCK</td> <td>\$97,758</td> <td>\$117,781</td> </tr> <tr> <td colspan="2">Appendage / Sqft</td> <td colspan="8">OPEN PORCH FINISHED / 48</td> </tr> <tr> <td colspan="2">Appendage / Sqft</td> <td colspan="8">GARAGE FINISHED / 300</td> </tr> </tbody> </table> <p>NOTE: Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished, Base Semi Finished</p> <p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>		Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New	<u>Building Sketch</u> 1	SINGLE FAMILY	1972	6	1,000	1,348	1,000	CONC BLOCK	\$97,758	\$117,781	Appendage / Sqft		OPEN PORCH FINISHED / 48								Appendage / Sqft		GARAGE FINISHED / 300																	
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Appendage / Sqft		OPEN PORCH FINISHED / 48																																																	
Appendage / Sqft		GARAGE FINISHED / 300																																																	

**SATISFACTION OF LIEN
AS TO PARTICULAR PARCEL**

THIS instrument disclaims and releases the lien imposed by the Order Finding Non-Compliance and Imposing Fine/ Lien, issued by the Seminole County Code Enforcement Board in Case No. 00-22-CEB filed against BERNICE PENN AND MURLENE PENN and filed by and on behalf of Seminole County, on August 24, 2000, and recorded in Official Records Book 3931, Pages 0624 – 0625 and as amended at Book 06936, Pages 0229 - 230, of the Public Records of Seminole County, Florida, against the following described real property:

LOT 30 TRAILWOOD ESTATES SEC 1 PB 16 PG 27
OF THE PUBLIC RECORDS OF SEMINOLE COUNTY
PARCEL I.D. # 21-21-29-5CN-0000-0300

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

DATED this _____ day of _____, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the
Board of County Commissioners at their
May 20, 2008 regular meeting.

County Attorney

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfaction of Code Enforcement Lien – Case No. 05-58-CEB – Previous owner, Carolea Oliver and current owner, Kelly De Rivero

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 \$12,150.00, Case No. 05-58-CEB, on 1030 Gregory Drive, Maitland, Tax Parcel # 24-21-29-507-0B00-0040, previously owned by Carolea Oliver and currently owned by Kelly De Rivero, and authorize the Chairman to execute a Satisfaction of Lien.

District 4 Carlton D. Henley

Tina Williamson

BACKGROUND:

In response to a complaint on March 31, 2005, the Code Enforcement Officer observed the following violations located at 1030 Gregory Drive, Maitland: Unusable or abandoned appliances or white goods, uncultivated vegetation in excess of 24” in height and located within 75’ from any structure, stagnant or foul water in a swimming or wading pool, swimming pool not completely enclosed by permanent fencing, fences not maintained in original upright condition and fences not maintained in their original condition as designed which are in violation of Seminole County Code Section 95.4, as defined in Section 95.3 (f), (h), (n) and (o) and Chapter 30, Section 30.1349 (e) and (f).

The timeline on these violations is below:

DATE	ACTION	RESULT
August 25, 2005	<u>Code Board Hearing</u> – Findings of Fact, Conclusions of Law and Order.	Findings of Fact, Conclusions of Law and Order entered by the Code Enforcement Board setting a compliance date of September 9, 2005 or a fine of \$150.00 per day imposed if compliance not achieved on all violations except (n) which was in compliance
September 12, 2005	Affidavit of Non-Compliance	Violations remain uncorrected
October 27, 2005	<u>Code Board Hearing</u> – Order Finding Non-Compliance and Imposing Fine/Lien	Order Imposing Fine/Lien entered by the Code Enforcement Board imposing a <u>lien</u> of \$7,050.00 for 47 days of non-compliance with a daily fine of \$150.00 accruing until compliance is achieved
November 7, 2005	Affidavit of Compliance filed by the Code Enforcement Officer	Lien accrued for a total of 57 days of non-compliance (47 days @ \$150 =

	after November 7, 2005 reinspection	\$7,050 and 10 days @ \$150 = \$1,500.00) for a total accrued lien of \$8,550.00
July 6, 2006	Affidavit of Repeat Violation filed by the Code Enforcement Officer after June 30, 2006 reinspection	Violation of stagnant pool is repeated
July 24, 2006	Affidavit of Compliance after Repeat Violation filed by the Code Enforcement Officer after July 24, 2006 reinspection	24 days of non-compliance @ \$150.00 per day = \$3,600.00
August 24, 2006	Code Board Hearing – Findings of Fact, Conclusions of Law and Order on a Repeat Violation Presently in Compliance	Findings of Fact, Conclusions of Law and Order entered by the Code Enforcement Board imposing a <u>fine</u> of \$3,600.00
September 21, 2006	Affidavit of Repeat Violation filed by the Code Enforcement Officer after September 21, 2006 reinspection	Violation of uncultivated vegetation is repeated
October 9, 2006	Affidavit of Compliance after Repeat Violation filed by the Code Enforcement Officer after October 9, 2006 reinspection	18 days of non-compliance @ 150.00 = \$2,700.00
December 14, 2006	Code Board Hearing - Order Finding Compliance and Imposing Fine/Lien on Repeat Violation ***** Findings of Fact, Conclusions of Law and Order on a Repeat Violation Presently in Compliance	Order Imposing Fine/Lien entered by the Code Enforcement Board reducing the fine of \$3,600.00 to \$360.00 if paid within 30 days. If not paid within 30 days, the fine will revert to the original amount and shall constitute a <u>lien</u> . ***** Findings of Fact, Conclusions of Law and Order entered by the Code Enforcement Board reducing the fine of \$2,700.00 to \$270.00 if paid within 30 days. If not paid within 30 days, the <u>fine</u> reverts to the original amount. This amount of \$2,700.00 is a recorded fine and never became a recorded lien.
January 16, 2007	Payment not received	Lien reverted from \$360.00 to \$3,600.00 due to non-payment Fine reverted from \$270.00 to \$2,700.00 due to non-payment
January 15, 2008	Tax Deed sale proceeds - \$14,850.00	12/14/06 fine due.....\$2,700.00 ***** 11/7/05 lien.....\$8,550.00 12/14/06 lien.....\$3,600.00

		Total lien amt due.....\$12,150.00
March 27, 2008	Chairman of the Code Enforcement Board executed a Satisfaction of Fine	Satisfaction of Fine issued for the 12/14/06 fine of \$2,700.00

STAFF RECOMMENDATION:

Staff recommends the Board approve the Satisfaction of Lien in the amount of \$12,150.00, Code Enforcement Board Case #05-58-CEB, on 1030 Gregory Drive, Maitland, Tax Parcel # 24-21-29-507-0B00-0040, previously owned by Carolea Oliver and currently owned by Kelly De Rivero, and authorize the Chairman to execute a Satisfaction of Lien.

ATTACHMENTS:

1. Findings And Order
2. Affidavit Of Non Compliance
3. Order Imposing Fine/Lien
4. Affidavit Of Compliance
5. Affidavit of Repeat
6. Affidavit Of Compliance
7. Findings And Order
8. Affidavit of Repeat
9. Affidavit Of Compliance
10. Order Imposing Fine/Lien
11. Findings And Order
12. Letter
13. Amended FOF Repeat
14. Check
15. Receipt
16. Property Appraiser Data
17. Property Appraiser Data
18. Satisfaction of Fine
19. Satisfaction of Lien

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

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

RYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 05886 PGS 1333-1334
CLERK'S # 2005151309
RECORDED 09/02/2005 03:27:22 PM
RECORDING FEES 18.50
RECORDED BY G Harford

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

CASE NO. 05-58-CEB

Petitioner,
vs.

CAROLEA OLIVER
PARCEL I.D. # 24-21-29-507-0B00-0040

Respondent.

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA
By: [Signature]
Date: 8-29-05

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 05-58-CEB, it is determined that the Respondent is:

- (a) the owner of record of the property (Tax Parcel ID #24-21-29-507-0B00-0040) located at 1030 Gregory Dr, Maitland, located in Seminole County and legally described as follows:

LEG LOT 4 BLK B DRUID HILLS ESTATES 1ST ADD
PB 11 PG 42

- (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(f), (h), (n) & (o) and Chapter 30, Section 30.1349(e) and (f).

It is hereby ordered that the Respondent is:

(1) In compliance with Seminole County Code Chapter 95, Section 95.4 as defined in 95.3(n), stagnant pool, as of this date (August 25, 2005); however, if this violation is repeated, a fine of **\$150.00** per day will be imposed for each day the violation is repeated after August 25, 2005 and;

(2) In violation of Seminole County Code Chapter 95, Section 95.4 as defined in 95.3(f), (h) & (o) and Chapter 30, Section 30.1349(e) and (f). Respondent shall correct the violations on or before **September 9, 2005**. In order to correct the violations, the Respondent shall take the following remedial action:

- A) REMOVE ANY UNUSABLE/ABANDONED APPLIANCES AND ANY UNCULTIVATED VEGETATION FROM THE PROPERTY.
- B) CONTINUE TO MAINTAIN THE WATER IN THE POOL.
- C) REPAIR THE FENCE TO ITS ORIGINAL UPRIGHT CONDITION AND MAINTAIN THE FENCING IN ITS ORIGINAL CONDITION.

If the Respondent does not comply with the Order, a fine of **\$150.00** will be imposed for each day the violations continue, or are repeated after compliance past **September 9, 2005**. **The Respondent is further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until such time as 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 and shall constitute a lien against the land on which the violations exist and upon any other real or personal property owned by the Respondent.

DONE AND ORDERED this 25th day of August, 2005, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA



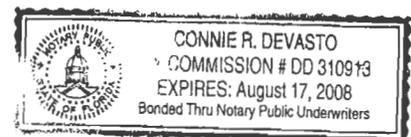
TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 25th day of August, 2005, by Tom Hagood, who is personally known to me.



Connie R. DeVasto
Notary Public to and for the
County and State aforementioned.
My Commission Expires



CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

CASE NO: 05-58-CEB

Petitioner,

vs.

CAROLEA OLIVER
Respondent.

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA
By: *[Signature]*
Date: 9-15-05

AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Dorothy Hird**,
Code Officer for Seminole County Sheriff's Office, who after being duly sworn, deposes
and says:

1. That on **August 25, 2005**, the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **September 9, 2005**.
3. That a re-inspection was performed on **September 12, 2005**.
4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that 1) **the unusable/abandoned appliance and the uncultivated vegetation remain on the property. The fence remains in disrepair and the pool is turning green.**

FURTHER AFFIANT SAYETH NOT.

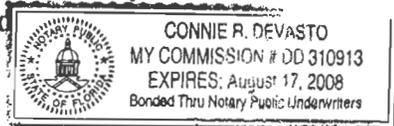
DATED this 12th day of **SEPTEMBER 2005**.

[Signature]
Dorothy Hird, Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 12th day of **September 2005**, by **Dorothy Hird**, who is personally known to me and who did take an oath.

[Signature]
Notary Public in and for the County
and State Aforementioned
My commission expires:



MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 05908 PG 0094
CLERK'S # 2005160090
RECORDED 09/16/2005 02:24:10 PM
RECORDING FEES 10.00
RECORDED BY G Harford

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

MR. NNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 05987 PGS 1734-1735
CLERK'S # 2005194012
RECORDED 11/08/2005 02:43:04 PM
RECORDING FEES 18.50
RECORDED BY G Harford

CASE NO. 05-58-CEB

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

Petitioner,

vs.

CAROLEA OLIVER
PARCEL I.D. # 24-21-29-507-0B00-0040

Respondent.

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA
By: *Nanne Morse*
Date: *11-7-05*

ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

The Respondent is the owner of record of the property (Tax Parcel ID #24-21-29-507-0B00-0040) located at 1030 Gregory Drive, Maitland, located in Seminole County and legally described as follows:

LEG LOT 4 BLK B DRUID HILLS ESTATES 1ST ADD
PB 11 PG 42

This case came on for public hearing before the Code Enforcement Board of Seminole County on August 25, 2005 after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law, and Order.

Said Order found Respondent in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3(f), (h), & (o) and Chapter 30, Section 30.1349(e) & (f).

Said Order stated that a fine in the amount of \$150.00 per day would be imposed if the Respondent did not take certain corrective action by September 9, 2005.

An Affidavit of Non-Compliance has been filed with the Board by the Code Officer, which Affidavit certifies under oath that the required action had not been obtained as of September 12, 2005.

Accordingly, it having been brought to the Board's attention that Respondent has not complied with the Order dated August 25, 2005, the Board orders that a fine of **\$7,050.00**, for 47 days of non-compliance at \$150.00 per day from September 10, 2005 to and including October 27, 2005, is imposed against the property, and the fine shall continue to accrue at **\$150.00 per day** for each day the violations continue past October 27, 2005.

The Respondents must contact the Code Enforcement Officer to arrange for an inspection of the property to verify compliance. The fine imposed shall continue until such time as the Code Enforcement Officer inspects the property and establishes the date of compliance.

This Order shall be recorded in the public records of Seminole County, Florida, and shall constitute a lien against the land on which the violations exist and upon any other real or personal property owned by the Respondent.

DONE AND ORDERED this 27th day of October 2005, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

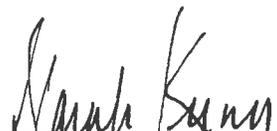


TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 27th day of October 2005, by Tom Hagood, who is personally known to me.





Sarah Kersey
Notary Public to and for the County and
State aforementioned.
My Commission Expires:

(2)

**CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED WITH ME FOR RECORD

SEMINOLE COUNTY, a political
subdivision of the State of Florida

Case No. 05-58-CEB

Petitioner,
vs.

CAROLEA OLIVER

Respondent.

**CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

By: *Sarah Kersey*
Date: 11-28-05

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Dorothy Hird, Code Enforcement Officer, Seminole County Sheriff's Office**, who, after being duly sworn, deposes and says:

1. That on **August 25, 2005**, the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **September 9, 2005**.
3. That a re-inspection was performed and the Respondent was in compliance on **November 7, 2005**.
4. That the re-inspection revealed that the corrective action ordered by the Board has been taken in that **the unusable/abandoned appliances and the uncultivated vegetation has been removed from the property. The water in the pool is maintained and the fence has been repaired and replaced.**

FURTHER AFFIANT SAYETH NOT.

DATED this 7th day of **NOVEMBER 2005**.

Dorothy Hird

Dorothy Hird, Code Enforcement Officer

**STATE OF FLORIDA)
COUNTY OF SEMINOLE)**

The foregoing instrument was acknowledged before me this 7th day of **November 2005**, by **Dorothy Hird**, who is personally known to me and who did take an oath.



SARAH KERSEY
MY COMMISSION # DD469525
EXPIRES: Sept. 7, 2009
Florida Notary Service.com

Sarah Kersey
Notary Public in and for the County
and State Aforementioned
My commission expires:

CMPLAFF.CEB

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2006205328 BK 09013 PG 0811 RECD 11/29/2005 10:36:30 AM RECD BY G H Hartford

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

CASE NO. 05-58-CEB

Petitioner,

vs.

CAROLEA OLIVER

Respondent.

**CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL**

BY: Conrad K. Williams
DATE: 7-10-06

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2006112254 BK06024 Pg 0228, (1pg) REC'D 07/12/2006 03:31:56 PM

AFFIDAVIT OF REPEAT VIOLATION

BEFORE ME, the undersigned authority, personally appeared **Dorothy Hird, Code Enforcement Officer**, Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

1. That on **August 25, 2005**, the Board held a public hearing found a violation of a County Code and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **September 9, 2005**.
3. That a re-inspection was performed on **November 7, 2005**, revealed that the corrective action ordered by the Board had been taken.
4. That an Affidavit of Compliance was filed on **November 7, 2005**.
5. That an additional re-inspection was performed on **June 30, 2006**.
6. That the violation found by the Board on **August 25, 2005**, have been repeated in that: **stagnant or foul is in the swimming pool.**

FURTHER AFFIANT SAYETH NOT.
DATED this 6th day **JULY 2006**.

Dorothy Hird

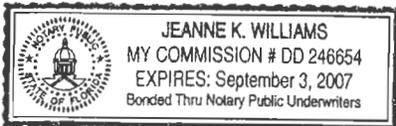
Dorothy Hird, Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 6th day of **July 2006**, by **Dorothy Hird**, who is personally known to me and did take an oath.

Jeanne K. Williams

Notary Public in and for the
County and State Aforementioned Seminole County, FL
My commission expires: 9/3/07



CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida

Petitioner,

vs.

CAROLEA OLIVER

Respondent.

Case No. 05-58-CEB
CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: Connie R. Devasto
DATE: 8-2-06

AFFIDAVIT OF COMPLIANCE
(After Repeat Violation)

BEFORE ME, the undersigned authority, personally appeared **Dorothy Hird, Code Enforcement Officer**, Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

1. That on **August 25, 2005**, the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was in compliance and had taken the remedial action on or before **September 9, 2005**,
3. That subsequent to the foregoing finding of compliance, a further **REINSPECTION** of the subject property was made on **June 30, 2006**. The Respondent was at that time no longer in compliance with the Order of **August 25, 2006**, by having repeated the original violation.
4. That the most recent reinspection on **July 24, 2006** revealed that additional corrective action had eliminated the repeat violation and that the subject property was once again found to be in compliance as of **July 24, 2006**.

FURTHER AFFIANT SAYETH NOT.
DATED this 24th day of **JULY 2006**.

Dorothy Hird

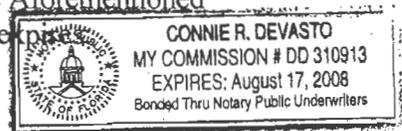
Dorothy Hird, Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 24th day of **July 2006**, by **Dorothy Hird**, who is personally known to me and who did take an oath.

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 06359 Pg 1024; (1pg)
FILE NUM 2006126914
RECORDED 08/07/2006 03:49:58 PM
RECORDING FEES 0.00
RECORDED BY G Harford

Connie R. Devasto
Notary Public in and for the
County and State Aforementioned
My commission expires



**CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

SEMINOLE COUNTY, a political
Subdivision of the State of Florida

Petitioner,

vs.

CAROLEA OLIVER
PARCEL I.D. # 24-21-29-507-0B00-0040

Respondent.

CASE NO: 05-58-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: Connee Stewart
DATE: 8-31-06

MARYANNE MORSE, CLERK OF CIRCUIT COURT

RECORDED 09/05/2006 02:37:37 PM
RECORDING FEES 18.50
FILE NUM 2006142455
BK 06395 Pgs 1740 - 1741; (2pgs)

RECORDED BY 6 Harford

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER
ON A REPEAT VIOLATION PRESENTLY IN COMPLIANCE**

Based on the testimony and evidence presented in case number 05-58-CEB, it is determined that the Respondent is:

- (a) the owner of record of the property (Tax Parcel ID # 24-21-29-507-0B00-0040) located at 1030 Gregory Drive, Maitland, located in Seminole County and legally described as follows:

LEG LOT 4 BLK B DRUID HILLS ESTATES 1ST ADD
PB 11 PG 42

- (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 (n).

This case came on for public hearing before the Code Enforcement Board of Seminole County on August 25, 2005, after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found the Respondent in violation of the Seminole County Code, Chapter 95, Section 95.4, as defined in 95.3 (n).

Said Order stated that a fine in the amount of \$150.00 per day would be imposed if the Respondent did not take certain corrective action by September 9, 2005. Compliance was obtained on November 7, 2005.

An Affidavit of Repeat Violation has been filed with the Board by the Code Enforcement Officer, which Affidavit certifies under oath that the violation was being repeated as of June 30, 2006.

An Affidavit of Compliance After Repeat Violation has been filed by the Board by the Code Enforcement Officer, which Affidavit certifies under oath that compliance has been obtained as of July 24, 2006.

Based on the testimony and evidence presented, the Respondent was in repeat violation of the Seminole County Code, as stated in the original Findings of Fact, Conclusions of Law and Order dated August 25, 2005.

Therefore, the Board orders that the fine of **\$3,600.00**, for 24 days of non-compliance from June 30, 2006 through and including July 23, 2006, at \$150.00 per day be imposed.

It is further ordered that the fine shall be increased to **\$200.00 per day** for each day the violation is repeated after August 24, 2006.

This Order shall be recorded in the official land records of Seminole County.

DONE AND ORDERED this 24th day of August 2006, in Seminole County, Florida.

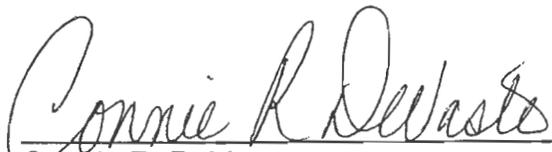
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA



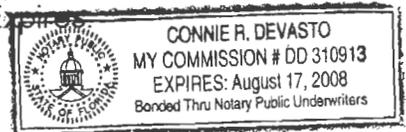
TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 24th day of August 2006 by Tom Hagood, who is personally known to me.



Connie R. DeVasto
Notary Public to and for the
County and State aforementioned
My Commission Expires



CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida.

Petitioner,

vs.

CAROLEA OLIVER

Respondent.

CASE NO. 05-58-CEB
CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: *Connie R. DeWalt*
DATE: 10-23-06

MARYANNE MORSE, CLERK OF THE COURT SEMINOLE COUNTY, CFN 2006182986 BK 06-86 Pg 1378: (109) REC'D 11/16/2006 04:26:00 PM
REC FEES 10.00 REC'D

RETURN TO SANDY McCANN

AFFIDAVIT OF REPEAT VIOLATION

BEFORE ME, the undersigned authority, personally appeared **Dorothy Hird, Code Enforcement Officer**, Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

1. That on **August 25, 2005**, the Board held a public hearing found a violation of a County Code and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **September 9, 2005**.
3. That a re-inspection was performed on **November 7, 2005**, revealed that the corrective action ordered by the Board had been taken.
4. That an Affidavit of Compliance was filed on **November 7, 2005**.
5. That an additional re-inspection was performed on **September 21, 2006**.
6. That the violation found by the Board on **August 25, 2005**, have been repeated in that: **the uncultivated vegetation in excess of 24" in height and within 75' of a structure is on the property.**

FURTHER AFFIANT SAYETH NOT.
DATED this 21st day **SEPTEMBER 2006**.

[Signature]

Dorothy Hird, Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 21st day of **September 2006**, by **Dorothy Hird**, who is personally known to me and did take an oath.



Jeanne K Williams

Notary Public in and for the
County and State Aforementioned *SEMINOLE County, FL*
My commission expires: *9/3/07*

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida

Case No. 05-58-CEB

Petitioner,
vs.
CAROLEA OLIVER
Respondent.

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL

BY: *Connie R. Devasto*

AFFIDAVIT OF COMPLIANCE
(After Repeat Violation)

DATE: 10-23-06

RETURN TO SANDY MCCANN

BEFORE ME, the undersigned authority, personally appeared **Dorothy Hird, Code Enforcement Officer**, Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

1. That on **August 25, 2005**, the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was in compliance and had taken the remedial action on or before **November 7, 2005**,
3. That subsequent to the foregoing finding of compliance, a further **REINSPECTION** of the subject property was made on **September 21, 2006**. The Respondent was at that time no longer in compliance with the Order of **August 25, 2005**, by having repeated the original violation.
4. That the most recent reinspection on **October 9, 2006** revealed that additional corrective action had eliminated the repeat violation and that the subject property was once again found to be in compliance as of **October 9, 2006**.

FURTHER AFFIANT SAYETH NOT.
DATED this 9th day of **OCTOBER 2006**.

Dorothy Hird

Dorothy Hird, Code Enforcement Officer

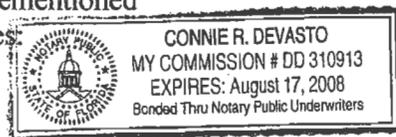
STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 9th day of **October 2006**, by **Dorothy Hird**, 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:

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 06486 Pg 1379; (1pg)
FILE NUM 2006182587
RECORDED 11/16/2006 04:26:00 PM
RECORDING FEES 10.00
RECORDED BY G Harford



YVONNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06540 Pgs 0760 - 761; (2pgs)
CLERK'S # 2007001046
RECORDED 01/02/2007 04:23:37 PM
RECORDING FEES 18.50
RECORDED BY G Harford

**CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

CASE NO. 05-58-CEB

Petitioner,

vs.

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL

CAROLEA OLIVER
PARCEL I.D. # 24-21-29-507-0B00-0040

Respondent.

BY: *Constance R. Roberts*
DATE: 12-28-06

**ORDER FINDING COMPLIANCE AND IMPOSING FINE/LIEN
ON REPEAT VIOLATION**

The Respondent is the owner of record of the property (Tax Parcel ID # 24-21-29-507-0B00-0040) located at 1030 Gregory Drive, Maitland, located in Seminole County and legally described as follows:

LEG LOT 4 BLK B DRUID HILLS ESTATES 1ST ADD
PB 11 PG 42

This case came on for public hearing before the Code Enforcement Board of Seminole County on August 25, 2005, after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found the Respondent in violation of the Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3(n).

Said Order stated that a fine in the amount of \$150.00 per day would be imposed if the Respondent did not take certain corrective action by September 9, 2005. Compliance was obtained on November 7, 2005.

An Affidavit of Repeat Violation was filed with the Board by the Code Enforcement Officer, which Affidavit certifies under oath that the violation was being repeated as of June 30, 2006. Compliance was obtained on July 24, 2006.

The Board heard the repeat violation on August 24, 2006 and an Order was entered. At this time, the fine was increased to \$200.00 per day for each day the violation continued or was repeated past August 24, 2006.

RETURN TO SANDY, MCGANN

Based on the testimony and evidence presented, the Respondent was in repeat violation of the Seminole County Code, as stated in the original Findings of Fact, Conclusions of Law and Order dated August 25, 2005.

Therefore, the Board orders a fine in the amount of **\$3,600.00** for 24 days of non-compliance, from June 30, 2006, through and including July 23, 2006, at \$150.00 per day, **be reduced to \$360.00**.

It is further ordered that the Respondent shall have **30 days** in which to pay the reduced fine (\$360.00). If the Respondent does not pay this amount on or before **January 16, 2007**, the fine will revert to the original amount of **\$3,600.00** and shall constitute a **lien** against the land on which the violation exists and upon any other real or personal property owned by the Respondent.

This Order shall be recorded in the public records of Seminole County, Florida.

DONE AND ORDERED this 14th day of December 2006, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA



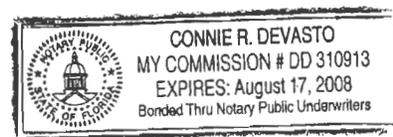
TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 14th day of December 2006, by Tom Hagood, who is personally known to me.



Connie R. DeVasto
Notary Public to and for the
County and State aforementioned.
My Commission Expires



CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06540 Pgs 0758 - 759; (2pgs)
CLERK'S # 2007001045
RECORDED 01/02/2007 04:23:37 PM
RECORDING FEES 18.50
RECORDED BY G Harford

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

Petitioner,
vs.

CAROLEA OLIVER
PARCEL I.D. # 24-21-29-507-0B00-0040

Respondent.

CASE NO. 05-58-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL

BY: Connie K. DeVasto
DATE: 12-28-06

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER
ON A REPEAT VIOLATION PRESENTLY IN COMPLIANCE

The Respondent is the owner of record of the property (Tax Parcel ID # 24-21-29-507-0B00-0040) located at 1030 Gregory Drive, Maitland, located in Seminole County and legally described as follows:

LEG LOT 4 BLK B DRUID HILLS ESTATES 1ST ADD
PB 11 PG 42

This case came on for public hearing before the Code Enforcement Board of Seminole County on the August 25, 2005 after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondent in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in 95.3 (h).

Said Order stated that a fine in the amount of \$150.00 per day would be imposed if the Respondent did not take certain corrective action by September 9, 2005. Compliance was obtained on November 7, 2005.

An Affidavit of Repeat Violation has been filed with the Board by the Code Enforcement Officer, which Affidavit certifies under oath that the violation was being repeated after reinspection on September 21, 2006.

An Affidavit of Compliance After Repeat Violation has been filed with the Board by the Code Enforcement Officer, which Affidavit certifies under oath that corrective action has been taken by the Respondent after reinspection on October 9, 2006.

Based on the testimony and evidence presented, the Respondent was in repeat violation of the Seminole County Code, as stated in the original Findings of Fact, Conclusions of Law and Order dated August 25, 2005.

Therefore, the Board finds that the Respondent was in repeat violation and orders that the fine in the amount of **\$2,700.00**, for 18 days of non-compliance from September 21, 2006, through and including October 8, 2006, at \$150.00 per day, **be reduced to \$270.00.**

It is further ordered that the Respondent shall have **30 days** in which to pay the reduced fine (\$270.00). If the Respondent does not pay this amount on or before **January 16, 2007**, the fine will revert to the original amount of **\$2,700.00.**

This Order shall be recorded in the public records of Seminole County.

DONE AND ORDERED this 14th day of December 2006, in Seminole County, Florida.

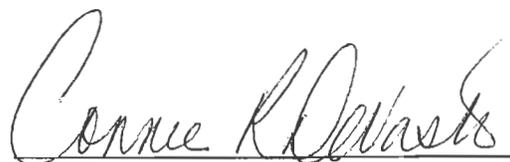
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA



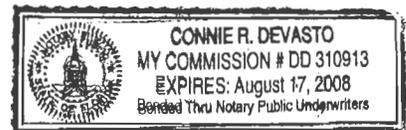
TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 14th day of December 2006, by Tom Hagood, who is personally known to me.



Connie R. DeVasto
Notary Public to and for the
County and State aforementioned.
My Commission Expires



PLANNING AND DEVELOPMENT DEPARTMENT



CODE ENFORCEMENT



January 22, 2007

CAROLEA OLIVER
1030 GREGORY DRIVE
MAITLAND, FL 32751

CASE NO - 05-58-CEB
PARCEL I.D. NO - 24-21-29-507-0B00-0040

As you know, the Code Enforcement Board entered two Orders in your case on December 14, 2006. The Board reduced the accrued fines on both of your repeat violations with the stipulation that the reduced amounts be paid on or before **January 16, 2007**.

Because payment has not been received, your fines reverted to their original amounts as follows:

- 1) Uncultivated vegetation repeat violation – reverted from \$270.00 to **\$2,700.00** and constitutes a **fine** on this repeat violation.
- 2) Stagnant water in pool repeat violation – reverted from \$360.00 to **\$3,600.00** and constitutes a **lien** on this repeat violation.

Payment of the full amount (**\$6,300.00**) may be made in person or by mail at the address listed below. If you are paying by mail, please make your check out to the "BCC" or Board of County Commissioners and send the payment to my attention.

If you have any questions, please give me a call at the number listed below.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

Connie R. DeVasto
Clerk to the Code Enforcement Board

cc: CEO Dorothy Hird

**CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

BRYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06580 Pgs 1325 - 1326; (2pgs)
CLERK'S # 2007018822
RECORDED 02/06/2007 02:27:09 PM
RECORDING FEES 18.50
RECORDED BY G Harford

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

CASE NO. 05-58-CEB

Petitioner,
vs.

**CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL**

**CAROLEA OLIVER
PARCEL I.D. # 24-21-29-507-0B00-0040**

Respondent.

BY: Carrie R. Duarte
DATE: 2-1-07

**AMENDED
FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER
ON A REPEAT VIOLATION PRESENTLY IN COMPLIANCE**

The Respondent is the owner of record of the property (Tax Parcel ID # 24-21-29-507-0B00-0040) located at 1030 Gregory Drive, Maitland, located in Seminole County and legally described as follows:

**LEG LOT 4 BLK B DRUID HILLS ESTATES 1ST ADD
PB 11 PG 42**

This case came on for public hearing before the Code Enforcement Board of Seminole County on the August 25, 2005 after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

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Therefore, the Board finds that the Respondent was in repeat violation and orders that the fine in the amount of **\$2,700.00**, for 18 days of non-compliance from September 21, 2006, through and including October 8, 2006, at \$150.00 per day, **be reduced to \$270.00.**

It is further ordered that the Respondent shall have **30 days** in which to pay the reduced fine (\$270.00). If the Respondent does not pay this amount on or before **January 16, 2007**, the fine will revert to the original amount of **\$2,700.00.**

It is further ordered that if the violation is repeated past December 14, 2006, the fine shall be increased to **\$200.00 per day** for each day the violation continues or is repeated after December 14, 2006.

This Order shall be recorded in the public records of Seminole County.

DONE AND ORDERED this 14th day of December 2006, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA



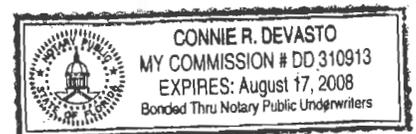
TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 14th day of December 2006, by Tom Hagood, who is personally known to me.



Connie R. DeVasto
Notary Public to and for the
County and State aforementioned.
My Commission Expires





Clerk of the Circuit Court
 SEMINOLE COUNTY
 P.O. Box 8099 • Sanford, Florida 32772-8099

TDA-CTF #2620-2005
 OVERBID TO BCC/CODE ENFORCEMENT LIEN

05-58-CEB
 Carolea Oliver

FOR MORE INFORMATION, PLEASE CALL DOMESTIC RELATIONS (SUPPORT & ALIMONY) (407) 665-4580 CLERK'S FINANCE (407) 665-4495



Clerk of the Circuit Court
 SEMINOLE COUNTY
 P.O. Box 8099 • Sanford, Florida 32772-8099

Check No. - 350823
 Check Date - 01/15/08

350823

Stub 1 of 1

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DEDUCTIONS	AMOUNT
	01/15/08	Interoffice overbid to BCC/Code Enforcement Lien 1-22-08	14,850.00		14,850.00
			14,850.00		14,850.00

THE FACE OF THIS CHECK HAS A GREEN BACKGROUND PATTERN ON WHITE PAPER



Clerk of the Circuit Court
 SEMINOLE COUNTY
 P.O. Box 8099
 Sanford, Florida 32772-8099

WACHOVIA BANK, N.A.

350823

CHECK NO. 00350823

15976

DATE	AMOUNT
01/15/08	*****14,850.00

PAY FOURTEEN THOUSAND EIGHT HUNDRED FIFTY AND 00/100*****

VOID AFTER 90 DAYS

CLERK OF THE CIRCUIT COURT

TO THE ORDER OF SEMINOLE COUNTY CODE ENFORCEMENT
 1101 EAST FIRST STREET
 SANFORD FL 32771-1468

[Handwritten Signature]
 AUTHORIZED SIGNATURE

⑈ 350823⑈ ⑆063107513⑆ 2000006536725⑈

RECEIPT

No 70014

SEMINOLE COUNTY, FLORIDA

Date 2/22 20 08

Received from Code Enforcement

Address _____

Description _____

Account Number	Amount	Description
	\$ 14,850.00	re
		05-58-CEB

Total Amount \$ 14,850.00

Board of County Commissioners

Check No. 350823 Cash _____

By M. Nolden

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:5%;">2</td><td style="width:5%;">17</td><td style="width:5%;"></td><td style="width:5%;">2</td><td style="width:5%;">17</td><td style="width:5%;"></td><td style="width:5%;">2</td><td style="width:5%;"></td><td style="width:5%;"></td><td style="width:5%;"></td></tr> <tr><td>3</td><td>18</td><td></td><td>3</td><td>18</td><td></td><td>3</td><td></td><td></td><td></td></tr> <tr><td>4</td><td>15</td><td></td><td>4</td><td>15</td><td></td><td>4</td><td></td><td></td><td></td></tr> <tr><td>5</td><td>14</td><td></td><td>5</td><td>14</td><td></td><td>5</td><td></td><td></td><td></td></tr> <tr><td>6</td><td>13</td><td></td><td>6</td><td>13</td><td></td><td>6</td><td></td><td></td><td></td></tr> </table>	2	17		2	17		2				3	18		3	18		3				4	15		4	15		4				5	14		5	14		5				6	13		6	13		6																					
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<p>GENERAL</p> <p>Parcel Id: 24-21-29-507-0B00-0040</p> <p>Owner: OLIVER CAROLEA</p> <p>Mailing Address: 1030 GREGORY DR</p> <p>City,State,ZipCode: MAITLAND FL 32751</p> <p>Property Address: 1030 GREGORY DR MAITLAND 32751</p> <p>Subdivision Name: DRUID HILLS ESTATES 1ST ADD</p> <p>Tax District: 01-COUNTY-TX DIST 1</p> <p>Exemptions: 00-HOMESTEAD (2005)</p> <p>Dor: 01-SINGLE FAMILY</p>		<p>2007 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$160,334</p> <p>Depreciated EXFT Value: \$12,327</p> <p>Land Value (Market): \$125,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$297,661</p> <p>Assessed Value (SOH): \$206,771</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$181,771</p> <p>Tax Estimator</p>																																																																			
<p style="text-align: center;">SALES</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> <th>Qualified</th> </tr> </thead> <tbody> <tr> <td>SPECIAL WARRANTY DEED</td> <td>12/1996</td> <td>03174</td> <td>0567</td> <td>\$100</td> <td>Improved</td> <td>No</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1990</td> <td>02234</td> <td>0515</td> <td>\$127,600</td> <td>Improved</td> <td>Yes</td> </tr> <tr> <td>WARRANTY DEED</td> <td>05/1989</td> <td>02070</td> <td>0803</td> <td>\$108,000</td> <td>Improved</td> <td>Yes</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1983</td> <td>01495</td> <td>1103</td> <td>\$98,000</td> <td>Improved</td> <td>No</td> </tr> </tbody> </table> <p style="text-align: center;">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	Qualified	SPECIAL WARRANTY DEED	12/1996	03174	0567	\$100	Improved	No	WARRANTY DEED	10/1990	02234	0515	\$127,600	Improved	Yes	WARRANTY DEED	05/1989	02070	0803	\$108,000	Improved	Yes	WARRANTY DEED	10/1983	01495	1103	\$98,000	Improved	No	<p style="text-align: center;">2006 VALUE SUMMARY</p> <p>Tax Amount(without SOH): \$4,244</p> <p>2006 Tax Bill Amount: \$2,848</p> <p>Save Our Homes (SOH) Savings: \$1,396</p> <p>2006 Taxable Value: \$176,728</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																																
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SPECIAL WARRANTY DEED	12/1996	03174	0567	\$100	Improved	No																																																															
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<p style="text-align: center;">LAND</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>125,000.00</td> <td>\$125,000</td> </tr> </tbody> </table>		Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	125,000.00	\$125,000	<p style="text-align: center;">LEGAL DESCRIPTION</p> <p>PLATS: <input type="text" value="Pick..."/></p> <p>LEG LOT 4 BLK B DRUID HILLS ESTATES 1ST ADD PB 11 PG 42</p>																																																							
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*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST GAINESVILLE, FL 32771-1468 407-665-7508</p>																																																																										
<p style="text-align: center;">GENERAL</p> <p>Parcel Id: 24-21-29-507-0B00-0040 Owner: DE RIVERO KELLY Mailing Address: 1040 E BROADWAY ST City,State,ZipCode: OVIEDO FL 32765 Property Address: 1030 GREGORY DR MAITLAND 32751 Subdivision Name: DRUID HILLS ESTATES 1ST ADD Tax District: 01-COUNTY-TX DIST 1 Exemptions: 00-HOMESTEAD (2005) Dor: 01-SINGLE FAMILY</p>		<p>2008 WORKING VALUE SUMMARY</p> <p>Amendment 1 impact not reflected.</p> <p>Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$130,778 Depreciated EXFT Value: \$11,792 Land Value (Market): \$125,000 Land Value Ag: \$0 Just/Market Value: \$267,570 Assessed Value (SOH): \$212,974 Exempt Value: \$25,000 Taxable Value: \$187,974</p> <p>Tax Estimator Portability Calculator</p>																																																																								
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**SATISFACTION OF FINE
AS TO PARTICULAR PARCEL**

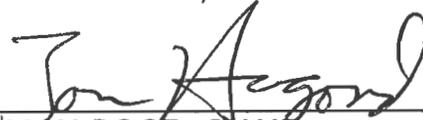
THIS instrument disclaims and releases the fine imposed by the Amended Findings of Fact, Conclusions of Law and Order on a Repeat Violation Presently in Compliance, issued by the Seminole County Code Enforcement Board in Case No. 05-58-CEB, filed against CAROLEA OLIVER and filed by and on behalf of Seminole County, on December 14, 2006, and recorded in Official Records Book 06540, Pages 758 – 759 and as amended at Book 06580, Pages 1325 - 1326, of the Public Records of Seminole County, Florida, against the following described real property:

LEG LOT 4 BLK B DRUID HILLS ESTATES 1ST ADD PB 11 PG 42

The undersigned is authorized to and does hereby disclaim and release the fine as to the whole of the above-described real property, and consents that the same be discharged of record.

DATED this 27th day of March 2008.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

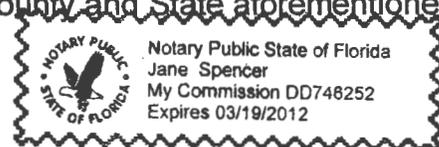
By: 
TOM HAGOOD, CHAIR

Tom Hagood, who is personally known to me, acknowledged the foregoing instrument before me this 27th day of March 2008.

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL

BY: 
DATE: 3/27/08


Jane Spencer
Notary Public to and for the
County and State aforementioned:



**SATISFACTION OF LIEN
AS TO PARTICULAR PARCEL**

THIS instrument disclaims and releases the lien imposed by the Order Finding Non-Compliance and Imposing Fine/ Lien, issued by the Seminole County Code Enforcement Board in Case No. 05-58-CEB filed against CAROLEA OLIVER and filed by and on behalf of Seminole County, on October 27, 2005, and recorded in Official Records Book 05987, Pages 1734-1735, of the Public Records of Seminole County, Florida, and the lien imposed by the Order Finding Compliance and Imposing Fine/ Lien on Repeat Violation, issued by the Seminole County Code Enforcement Board in Case No. 05-58-CEB filed against CAROLEA OLIVER and filed by and on behalf of Seminole County, on December 14, 2006, and recorded in Official Records Book 06540, Pages 0760-761, of the Public Records of Seminole County, Florida, against the following described real property:

LOT 4 BLK B DRUID HILLS ESTATES 1ST ADD PB 11 PG 42
OF THE PUBLIC RECORDS OF SEMINOLE COUNTY
PARCEL I.D. # 24-21-29-507-0B00-0040

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

DATED this _____ day of _____, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the
Board of County Commissioners at their
May 20, 2008 regular meeting.

County Attorney

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Cost Share Agreement Between the St. Johns River Water Management District and Seminole County for Seminole County Total Maximum Daily Load (TMDL) Requirement Assessment

DEPARTMENT: Public Works

DIVISION: Roads-Stormwater

AUTHORIZED BY: Gary Johnson

CONTACT: Kim Ornberg

EXT: 5738

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Cost Share Agreement with St. Johns River Water Management District (SJRWMD) for storm event monitoring on Howell Creek.

County-wide

Kim Ornberg

BACKGROUND:

Lake Jesup is the highest priority impaired waterbody identified in Seminole County by Florida Department of Environmental Protection's (FDEP) Total Maximum Daily Loads Program (TMDL). A majority of the County's watersheds/basins drain to this large, shallow, nutrient rich waterbody. Howell Creek is the largest basin that discharges into the lake, and therefore is the largest contributor of stormwater and associated water pollution. This drainage basin has headwaters in the City of Orlando and drains through Winter Park, Maitland and Orange County before reaching the Seminole County border.

\$50,000 has been budgeted in the current fiscal year to increase the number of storm event monitoring stations along Howell Creek in an effort to better identify the actual sources of the most concentrated pollutant loads (and the jurisdiction responsible for such loads). SJRWMD has offered a cost share for this project in the amount of \$28,767 (see attached). The estimated total project cost has been identified by the consultant as \$78,650. With the cost share and the budgeted funds, the project will add three new storm event sample sites to Howell Creek and its major tributary (Bear Creek). The results of this project are likely to reallocate pollutant loads from Seminole County to other jurisdictions, potentially saving the County significant costs in future stormwater TMDL requirements. At the same time, the project will provide information to identify the optimal locations for retrofit projects, where the highest pollutant concentrations occur. The least expensive large scale stormwater system retrofit technology, wet retention ponds, work most efficiently when removing pollutants at higher concentrations. This in turn provides the lowest cost per pound of pollutant removed. A Budget Amendment Request to recognize this funding agreement in the County's current budget is presented under the Fiscal Services portion of this Consent Agenda.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Cost Share Agreement with St. Johns River Water Management District (SJRWMD) for storm event monitoring on Howell Creek.

ATTACHMENTS:

1. Cost Share Agreement
2. Howell and Bear Creek Scope of Services

Additionally Reviewed By:

- Budget Review (Lin Polk, Lisa Spriggs)
- County Attorney Review (Matthew Minter)

**COST SHARE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY
FOR SEMINOLE COUNTY TOTAL MAXIMUM DAILY LOAD (TMDL)
REQUIREMENT ASSESSMENT**

THIS COST SHARE AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (“the District”), whose address is 4049 Reid Street, Palatka, Florida 32177, and the SEMINOLE COUNTY (“the County”), whose address is 520 W. Lake Mary Blvd., Suite 103, Sanford, FL 32773.

WITNESSETH THAT:

WHEREAS, the District is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in chapter 373, Fla. Stat., whose geographical boundaries encompass the Middle St. Johns River Basin; and

WHEREAS, the District has determined that its needs will be best served by entering into a Cost Share Agreement for services that can be provided by the County (hereafter “the Work”).

NOW THEREFORE, in consideration of the payments herein specified, and which the District agrees to make, County agrees to furnish and deliver all materials, to do and perform all work and labor required to be furnished and delivered, done and performed for Seminole County Total Maximum Daily Load (TMDL) Requirement Assessment, Contract #24917. County agrees to complete the Work in conformity with this Agreement and all attachments and other items specifically incorporated by reference are part of this Agreement as fully and with the same effect as if set forth herein.

This Agreement consists of the following documents, including all modifications incorporated therein before their execution: Agreement; Exhibit “A” - Statement of Work; and all attachments hereto.

ARTICLE I - TERM, SCHEDULE AND TIME OF PERFORMANCE

- A. **Term.** The term of this Agreement shall be from the Effective Date to the Completion Date.
1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same.
 2. **Completion Date.** The Completion Date of this Agreement shall be no later than two years from the Effective Date hereof, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date.
- B. **Schedule of Work.** County shall commence the Work:
- [X] Within fifteen (15) days after the Effective Date; or
- [] Upon the issuance of a Notice to Proceed by the District; or

[] Within fourteen (14) days of issuance of a Work Order by the District; or

[] On _____ (insert specific date).

This date shall be known as the "Commencement Date." County shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time stated for completion therein. The time stated for completion shall include the final cleanup of the premises, as applicable. A fifteen (15) day period has been included in the allotted time for completion to allow for mailing of this Agreement and the County's submission of any required submittals. County will not be allowed to commence the Work until any required submittals are received and approved.

- C. **Time is of the Essence.** The Commencement Date and Completion Date are essential conditions hereof. In addition, time is of the essence for each and every aspect of this Agreement. Where additional time is allowed for the completion of the Work, the new time limit shall also be of the essence.

ARTICLE II - STATEMENT OF WORK AND DELIVERABLES

- A. **Deliverables.** The Work is specified in the attached Statement of Work. County shall deliver all products and deliverables as stated therein. County is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. County shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, the County shall provide and pay for all materials, labor, and other facilities and equipment as are necessary for the performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when they are completed and finished in all respects in accordance herewith. The parties may at any time agree in the form of a written amendment to make changes within the general scope of this Agreement to the Work to be provided hereunder. Neither party shall unreasonably withhold consent to any such amendment.
- B. **Progress Reports.** The County shall submit quarterly progress reports to the District's Project Manager in a form approved by the project manager. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine readable form in formats consistent with the District's standard software products. The District's standard office automation products include the Microsoft® Office Suite (Word, Excel, Access, and PowerPoint). Other formats may be accepted if mutually agreed upon by the District's Project Manager and chief information officer. Timely submittal of progress reports shall be a condition precedent to payment of invoices.
- C. **Ownership.** All deliverables are the property of the District, including Work that has not been accepted by the District, when the County has received compensation, in whole or in part, for the performance of the Work. All specifications and copies thereof furnished by the District are District property. They shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request after expiration or termination of this Agreement. Any source documents or other documents, materials, reports, or accompanying data developed, secured, or used in the performance of this Agreement are District property and shall be safeguarded by the County. The original documents or materials, excluding proprietary materials, as outlined

in the Statement of Work, shall be provided to the District upon the expiration or termination of this Agreement, or upon request. The County shall include language in all subcontracts that so provides.

- D. **County Computer Codes.** If the existing computer codes required for the development of a model selected by the County and necessary for use in completing the Work are deemed proprietary by the County, then the County grants to the District and its assignees a non-exclusive license to use the proprietary computer model codes. Documentation of the County's proprietary rights shall be provided to the District upon request. County's computer codes may be public records subject to the provisions of section 119.07, Fla. Stat. If a third party seeks access to this proprietary information, the District shall notify the County in writing of the request in order to give the County the right to protect its proprietary interest.

- E. **District Computer Codes.** The County shall not be entitled to claim any proprietary right to computer codes that are developed by the County in fulfilling the requirements of the Work, which shall be considered "work for hire" under applicable copyright and/or patent law. Such computer codes, which constitute a Deliverable hereunder, are the sole and exclusive property of the District. The District may copyright or patent such computer codes in its own name to the full extent authorized by law. The District grants the County a non-exclusive, non-transferable license to use any such proprietary computer codes developed as part of the Work for research or educational purposes. The District's computer codes may be public records subject to the provisions of section 119.07, Fla. Stat. If a third party seeks access to this proprietary information, the County shall notify the District in writing of the request in order to give the District the right to protect its proprietary interest.

ARTICLE III - COMPENSATION

- A. **Amount of Funding.** For satisfactory performance of the Work, the District agrees to pay the County a sum in the amount not to exceed \$ 28,767 (the "Total Compensation").

Multi-Year Funding Allocation: The amount expended under this Agreement shall be paid in accordance with, and subject to the multi-year funding allocations for each District fiscal year indicated:

Fiscal Year: October 1, 2007- September 30, 2008	Amount: \$28,767
Fiscal Year: October 1, 2008- September 30, 2009	Amount: \$0
Fiscal Year: October 1, 2009 September 30, 2010	Amount: \$0

Funding for each applicable fiscal year of this Agreement is subject to District Governing Board budgetary appropriation, as provided in FUNDING CONTINGENCY.

The parties may mutually agree to re-allocate funding from the amount described above through a Change Order.

- B. **In-Kind Services.** Through this Cost Share Agreement, the County agrees to provide \$28,767 in the form of matching funds and in-kind services for this project. In the event project costs exceed this amount, County shall be responsible for providing any additional funding required to complete the project.

- C. **Invoicing Procedure.** All invoices shall be submitted either by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177 or by email to acctpay@sjrwmd.com. **County shall transmit its invoice using only one of the above two methods, but not both.** County shall submit one itemized invoice once County has expended \$28,767 toward the project and shall bill as per Exhibit A, Statement of Work, attached hereto and by reference made a part hereof. Once the project is completed, should the total project amount be less than anticipated, the District's contribution shall be reduced proportionately. County shall reimburse the District for any payment made in excess of one-half of the total project cost. All payment requests submitted by the County shall include the following information:
- D. All payment requests submitted by the County shall include the following information:
1. Contract number
 2. County's name and address (include remit address if necessary)
 3. Name of District's Project Manager
 4. Name of the County's Project Manager
 5. Cost data (utilize the appropriate method for payment request per the contract)
 - (a) Supporting documentation and copies of invoices if cost reimbursable;
 - (b) Deliverables submitted and approved
 6. Progress Report (as per contract requirements)
 7. Diversity Report (The report shall include company names for all Women and Minority Business Enterprises (W/MBEs) and amounts spent with each at all levels. The report will also denote if there were no W/MBE expenditures.)
- The above information and reports shall be submitted by the County and approved by the District as a condition precedent to payment. Payment requests that do not correspond to the Project Budget or other requirements of this paragraph will be returned to the County without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. Payments for construction contracts shall be made within twenty-five (25) business days of receipt of an invoice that conforms to this Article. Payments for all other contracts shall be made within forty-five (45) days of receipt of an invoice that conforms to this Article.
- E. The District shall pay County one hundred percent (100%) of the approved invoice.
- F. **Payments Withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of the County to make payments when due to subcontractors or suppliers for materials or labor; (3) the District's determination that the Work cannot be completed for the remaining or unpaid funds; (4) failure to maintain adequate progress in the Work; (5) damage to another contractor; or (6) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- G. **Forfeiture of Final Payment.** County shall submit the final invoice to the District not later than 90 days after the Completion Date. COUNTY'S FAILURE TO SUBMIT THE FINAL INVOICE TO THE DISTRICT WITHIN THE TIME FRAME ESTABLISHED HEREIN SHALL BE A FORFEITURE OF ANY REMAINING AMOUNT DUE UNDER THE AGREEMENT.

- H. **Travel.** In the event the cost schedule for the Work includes travel costs, travel expenses must be submitted on District or State of Florida travel forms. The District shall pay the County all travel expenses pursuant to the District’s Administrative Directive 2000-02. Travel expenses shall not be considered additional compensation, but shall be drawn from the amount provided in the project budget.
- I. **Release.** Upon the satisfactory completion of the Work, the District will provide a written statement to the County accepting all deliverables. Acceptance of the final payment shall be considered as a release in full of all claims against the District, or any of its members, agents, and employees, arising from or by reason of the Work done and materials furnished hereunder.

ARTICLE IV - LIABILITY AND INSURANCE

- A. Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. In addition, each party is subject to the provisions of section 768.28, Fla. Stat., as amended. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto.
- B. Each party shall also acquire and maintain throughout the term of this Agreement such general liability, automobile insurance, and workers’ compensation insurance as required by their current rules and regulations.

ARTICLE V - FUNDING CONTINGENCY

This Agreement is contingent upon funding in succeeding years, which may include a single source or multiple sources, including, but not limited to: (1) revenues appropriated by the District’s Governing Board in its sole discretion and judgment for each succeeding year; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Should the Work provided for hereunder not be approved, in whole or in part, for funding in succeeding years, the District shall so notify County, and this Agreement shall be deemed terminated for convenience in accordance with ARTICLE VII. B. – TERMINATION FOR CONVENIENCE five (5) days after receipt of such notice, or within such additional time as the District may allow.

ARTICLE VI - PROJECT MANAGEMENT

- A. **Project Managers.** The Project Managers shall be responsible for overall coordination, oversight, and management of the Work. The parties agree to the following persons being designated as Project Manager:

DISTRICT
 Mary Brabham, Project Manager
 St. Johns River Water Management District
 4049 Reid Street
 Palatka, Florida 32177
 (407) 659-4829
 E-mail: mbrabham@sjrwmd.com

COUNTY
 Kim Ornberg, P.E., Project Manager
 Seminole County
 520 W. Lake Mary Blvd., Suite 103
 Sanford, FL 32773
 (407) 665-5738
 E-mail: kornberg@seminolecountyfl.gov

- B. **District Project Manager.** The District's Project Manager shall have sole and complete responsibility to transmit instructions, receive information, and communicate District policies and decisions regarding all matters pertinent to performance of the Work. The District's Project Manager shall have the authority to approve minor deviations in the Work that do not affect the Total Compensation or the Completion Date. The District's Project Manager and, as appropriate, other District employees, shall meet with the County when necessary in the District's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.
- C. **Change in Project Manager.** Either party to this Agreement may change its project manager by providing not less than three (3) working days prior written notice of the change to the other party. The District reserves the right to request the County to replace its project manager if said manager is unable to carry the Work forward in a competent manner or fails to follow instructions or the specifications, or for other reasonable cause.
- D. **Supervision.** County shall provide efficient supervision of the Work, using its best skill and attention.
- E. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail to the respective party's project manager at the names and addresses specified above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other parties within five (5) business days. Except as otherwise provided herein, notices may be sent via e-mail or fax, which shall be deemed delivered on the date transmitted and received.

ARTICLE VII - TERMINATIONS

- A. **Termination for Default.** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days written notice delivered by certified mail, return receipt requested, and (2) an opportunity to consult with the other party prior to termination and remedy the default.
- B. **Termination for Convenience.** This Agreement may be terminated in whole or in part in writing by the District, provided the County is given: (1) not less than thirty (30) calendar days written notice by certified mail, return receipt requested, of intent to terminate, and (2) an opportunity for consultation prior to termination.
- C. If termination for the County's default is effected by the District, any payment due to the County at the time of termination shall be adjusted to cover any additional costs to the District because of the County's default. If termination for the District's default is effected by the County, or if termination for convenience is effected by the District, an equitable adjustment shall provide for payment of all services, materials, and costs, including prior commitment incurred by the County, up to the termination date.
- D. Upon receipt of a termination action under paragraphs "A" or "B" above, the County shall:
 - 1. Promptly discontinue all affected work (unless the notice directs otherwise), and

2. deliver or otherwise make available all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the County in performing this Agreement, whether completed or in process.
- E. Upon termination under Paragraphs "A" or "B" above, the District may take over the Work or may award another party a contract to complete the Work. County shall provide the District with any licenses to enter real property interests owned by the County necessary for completion of the Work.
- F. If, after termination for failure of the County to fulfill contractual obligations, it is determined that the County had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of District. In such event, the adjustment of compensation shall be made as provided in Paragraph "C" of this section.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- A. **Assignment and Subcontracts.** County shall not assign this Agreement, or any monies due hereunder, without the prior written consent of the District. County shall be responsible for the fulfillment of all work elements included in any subcontracts and shall be responsible for the payment of all monies due under any subcontract. County shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for its own acts and omissions. County shall hold the District harmless from any liability or damages arising under or from any subcontract to the extent allowed by law.
- B. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.
- C. **Audit: Access to Records.** County agrees that the District or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds hereunder, have access to examine any of the County's books, documents, papers, and other records involving transactions related to this Agreement. County shall preserve all such records for a period of not less than three (3) years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. County shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. County will provide proper facilities for access to and inspection of all required records.
- D. **Civil Rights.** Pursuant to chapter 760, Fla. Stat., the County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- E. **Conflicting Provisions.** If any provision hereof is found to be in conflict with the General Conditions, Special Conditions, or any attachments hereto, the terms in the body of this Agreement shall prevail.
- F. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been

prepared by counsel for one of the parties, it being recognized that both parties, have contributed substantially and materially to the preparation hereof.

- G. **Diversity.** The District is committed to the opportunity for diversity in the performance of all procurements, and encourages its prime vendors (contractors and suppliers) to make good faith efforts to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation, as the second- and lower-tier participants. The District will assist its vendors (contractors and suppliers) by sharing information on W/MBEs to encourage their participation.
- H. **Entire Agreement.** This Agreement, upon execution by the County and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. County agrees that no representations have been made by the District to induce the County to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.
- I. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.
- J. **Independent Contractor.** County is an independent contractor. Neither the County nor the County's employees are employees of the District. County shall have the right to control and direct the means and methods by which the Work is accomplished. County may perform services for others, which solely utilize its facilities and do not violate any confidentiality requirements of this Agreement. County is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. County's duties with respect to itself, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if the County is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect any of the County's duties hereunder or alter the County's status as an independent contractor.
- K. **Interest of County.** County certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of the County to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

- L. **Non Lobbying.** Pursuant to section 216.347, Fla. Stat., as amended, the County hereby agrees that monies received from the District pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.
- M. **Release of Information.** Records of the County that are made or received in the course of performance of the Work may be public records that are subject to the requirements of chapter 119, Fla. Stat. In the event the County receives a request for any such records, the County shall notify the District's Project Manager within three (3) workdays of receipt of such request and prior to the release of any information. Nor shall the County publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and the District's written consent. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
- N. **Royalties and Patents.** Unless expressly provided otherwise herein, the County shall pay all royalties and patent and license fees necessary for performance of the Work and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss on account thereof, provided, however, that the District shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the District. If the County at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such information to the District. County hereby certifies to the District that the Work to be performed pursuant to this Agreement does not and will not infringe on any patent rights.
- O. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.
- P. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings shall be in Orange County, Florida.
- Q. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, the County hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings, provided, however, that the parties may mutually agree to a jury trial.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive

Director, and the County has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: 
Kirby B. Green III, Executive Director,
or Designee

Date: 4-1-08

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

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

Documents attached:

Exhibit A — Statement of Work

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

EXHIBIT "A" – STATEMENT OF WORK

Total Maximum Daily Load (TMDL) Requirement Assessments

I. Introduction/Background

The State Legislature approved funding through the Middle Basin Initiative during the 2006 session to provide support to local governments for their efforts to address TMDL requirements. Seminole County has requested funding support for a storm event assessment that they have planned. The County shall contribute at least as much funding as the District. Reimbursement from the District shall not be made before 50% of the total project costs are expended.

Seminole County has several waterbodies that are affected by FDEP's TMDL development. A portion of the Howell Creek watershed within the Lake Jesup subbasin is within the county limits; a TMDL was developed for Lake Jesup in 2006. This agreement includes the effort for storm event monitoring and assessment in the Howell Creek (Lake Jesup) watershed.

II. Objectives

The objective of this work is to collect additional water quality data along the main stem and tributaries of Howell Creek in order to further delineate actual pollutant load sources for use in the Lake Jesup TMDL BMAP (Total Maximum Daily Loads Basin Management Action Plan) and restoration.

III. Scope of Work

The County shall install and monitor a minimum of three autosamplers within the Howell Creek basin. Additional samplers may be added to this effort depending upon funding availability by the County. Three sampler locations are as follows:

1. Howell Creek at Lake Howell Road to determine actual pollutant loads entering Seminole County downstream of the Winter Park & Maitland chain of lakes.
2. Howell Creek at Lost Creek dam to determine actual pollutant loads discharging from Lake Howell. Howell Creek at Dodd Road is an alternative site for this location.
3. Bear Gully Creek at Northern Way to determine the actual pollutant loads discharging from the Bear Gully Creek subbasin into Howell Creek.

A minimum of 12 storm event samples shall be collected from each site and each sample shall be analyzed for the full nitrogen and phosphorus series, as well as BOD₅, suspended solids and dissolved solids. A final report shall summarize the results.

IV. Task Identification

1. The County shall provide the sampling equipment and analytical laboratory services through the County's laboratory. The County shall be responsible for setting up and maintaining the autosamplers for the duration of the project.

2. The County shall collect a minimum of 12 storm event samples from each site (for a total of 36 samples) and shall have the samples analyzed for the full nitrogen and phosphorus series, suspended solids and dissolved solids.
3. Upon completion of the work, the County shall provide a detailed final report on the results of the project to the District.

V. Time Frames and Deliverables

Seminole County shall perform the tasks in a timely manner. Quarterly updates in the form of progress reports shall be provided to the District by the end of September/December/March/June, if not before. Deliverables and the final report shall be provided to the District (electronic files are acceptable). The County shall complete this assessment within two years.

VI. Budget/Cost Schedule

The District's reimbursement to Seminole County for this work shall not exceed \$28,767 or 50% of the project cost, whichever is less. The County shall invoice the District for reimbursement in a single invoice, which may be sent at any time after 50% of the cost of the project has been expended by the County.

The estimated Project Total Cost is **\$57,534.00**. If the total project cost is less than that amount, the County shall reimburse the District for any payment made in excess of one-half of the total cost.

This project shall be completed as soon as feasible, but no later than two years following the execution of this contract.

LAKE JESUP STORM EVENT MONITORING – HOWELL AND BEAR CREEK SCOPE OF SERVICES

I. PROJECT DESCRIPTION

Environmental Consulting and Technology, Inc. (CONSULTANT) shall provide storm water monitoring and sample delivery services for Seminole County (COUNTY). The work shall generally include preparation of sample site and installation of sampling equipment, maintenance of the sample equipment, sample collection, delivering of samples to laboratory, review of laboratory analysis results, and preparation of a final report. Laboratory analysis of samples will be performed by others outside of this scope of work. A detailed description of the scope of services by task follows.

II. SCOPE OF SERVICES

Task 1. Meet to Discuss Site Selection and Equipment Needs for New Stormwater Monitoring Stations

The CONSULTANT shall coordinate and discuss with the COUNTY project manager the maintenance program and the selection of additional sample sites and equipment needs to establish new stations to monitor water quality entering the Lake Jesup. The CONSULTANT and the COUNTY have agreed in principle that the following sites are Priority Stations in 2008: Howell Creek IN, Howell Creek at Red Bug Lake Road, and Bear Creek.

Task 2. Equipment and Installation

The CONSULTANT shall be responsible for site setup (i.e. fence, enclosure, foundation, etc.) and equipment installation for the selected stations and the later maintenance of the stations. The following equipment shall be used for each station:

Priority Stations

- Howell Creek IN
 - Leased Avalanche from CONSULTANT
 - Complete Avalanche setup including
 - Avalanche unit
 - Modem
 - Solar Panel
 - 750 Flow Module
 - Rain gauge
 - Dry cell batteries
- HCRB (Howell at Red Bug Lake Road)
 - Refurbished unit from Gee Creek
- Bear Creek
 - Refurbished unit from Solary Canal station

Note: Stations listed to receive refurbished equipment and leased equipment may be exchanged based on how many stations ultimately are deployed. Except the equipment list for each site, setup materials (i.e. fence, enclosure, foundations, etc.) are needed, too.

Task 3. Preparing QAPP

The CONSULTANT shall revise the existing Florida Department of Environmental Protection (FDEP) approved Quality Assurance Project Plan (QAPP) entitled “Evaluation and Restoration Services for Lake Jesup” to include the above stations. The CONSULTANT is responsible for obtaining the approval of the revised QAPP from FDEP.

Task 4. Stormwater Sampling

After stations are installed, stormwater sampling shall begin. Twelve (12) sample sets shall be collected and analyzed at each monitoring stations, for a total of 36 sample sets. No more than two sample sets are to be collected from any one station within any one month. During the monitoring period, The CONSULTANT shall perform periodic maintenance of the field monitoring equipment. The maintenance is anticipated to include replacing and/or cleaning sample tubing, cleaning and realigning sensors, and recalibrating the samplers and flow monitors. Equipment at each site will be examined and maintained at least weekly by a field technician. Five field maintenance visits by a project engineer shall be required during the course of project to inspect the conditions of the equipment.

Task 5. Laboratory Analysis

The CONSULTANT shall coordinate with the County’s analytical laboratory (Harbor Branch Environmental Laboratories) to perform water quality analyses for each of the 36 proposed stormwater sample sets. The CONSULTANT will obtain sample bottles from the laboratory and deliver samples to the laboratory. Sampling and chain-of-custody activities will be performed in accordance with the Florida Department of Environmental Protection (FDEP) approved Quality Assurance Project Plan (QAPP) entitled “Evaluation and Restoration Services for Lake Jesup”, which references the sampling stations and stormwater sampling. The laboratory will be responsible for billing the COUNTY directly for the analysis.

The basic parameters to be analyzed in all the sample sets include:

- Total Kjeldahl Nitrogen,
- Ammonia Nitrogen,
- Nitrate and Nitrogen,
- Total Nitrogen (calculated),
- Total Phosphorus,
- Total Suspended Solids,
- 5-Day Biological Oxygen Demand (BOD₅)*, and

Fecal coliform*.

*Parameter analysis on grab samples collected when the composite samples are collected.

The CONSULTANT shall coordinate with the laboratory to obtain an adequate volume of sample, to filter the necessary samples, and to prepare and preserve the samples for transportation to the lab.

Task 6. Deliverables

Monthly field data records documenting sampling analyses and the laboratory results will be forwarded by the CONSULTANT to the COUNTY. At the conclusion of the sampling period, the CONSULTANT will prepare a Water Quality/Quantity Data Summary Report, which will include water quality and quantity summaries in hardcopy and electronic format. The report shall describe the water quality results by station and by rainfall event. Water quantity results shall be summarized for each storm event by rainfall depth and total runoff volume, as well as tributary water level. Analysis shall also be completed on the results to estimate pollutant loading of each tributary to Lake Jesup, it pertains to TMDLs. The electronic deliverables shall be provided in a database which contains the analytical results in a “STORET ready format”. The “STORET ready format” shall include all information and codes required to upload into the state’s STORET database. Monthly status reports shall include all tasks, percent completes, items completed during the period and the next items to be completed during the next period. The final report and database shall be due 60 days from the completion of stormwater sampling.

III. COMPENSATION

Compensation shall be provided on a lump sum basis. Following is the lump sum fee and the fee for each task for the Priority Stations. The total cost is **\$78,650** (see Table 1 for detail).

Table 1. Cost for Priority stations

Task	Labor Cost	Direct Expenses	Total
Task 1	\$1,500	\$125	\$1,625
Task 2	\$13,500	\$14,275	\$26,750
Task 3	\$3,100		\$3,100
Task 4	\$22,500	\$1,750	\$24,250
Task 5	\$6,800		\$6,800
Task 6	\$14,000	\$1,100	\$15,100
Total Fee	\$61,400	\$17,250	\$78,650

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Kohler/Lee property

DEPARTMENT: County Attorney's Office

DIVISION: Litigation

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT: 7257

MOTION/RECOMMENDATION:

Kohler/Lee property. Authorize the issuance of an Offer of Judgment for Parcel Numbers 112/712 and 113/713 of the County Road 15 road improvement project for the Defendants, Stephen G. Kohler, Douglas C. Lee, Turfmaster Lawn & Ornamental Care, Inc., and Control Pest Management, LLC, jointly and severally, in the amount of \$145,000.00 exclusive of statutory interest, attorney's fees and costs reimbursements. Also, authorize a \$25,000.00 counteroffer to Turfmaster's amended business claim in the amount of \$598,061.00. Judge Galluzzo.

District 5 Brenda Carey

Bob McMillan

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends the Board authorize the issuance of an Offer of Judgment for Parcel Numbers 112/712 and 113/713 of the County Road 15 road improvement project for the Defendants, Stephen G. Kohler, Douglas C. Lee, Turfmaster Lawn & Ornamental Care, Inc., and Control Pest Management, LLC, jointly and severally, in the amount of \$145,000.00 exclusive of statutory interest, attorney's fees and costs reimbursements. Also, authorize a \$25,000.00 counteroffer to Turfmaster's amended business claim in the amount of \$598,061.00.

ATTACHMENTS:

1. Kohler/Lee property

Additionally Reviewed By: No additional reviews



COUNTY ATTORNEY'S OFFICE
MEMORANDUM

To: Board of County Commissioners

Through: Matthew G. Minter, Deputy County Attorney *Matthew G. Minter*

From: David G. Shields, Assistant County Attorney
Ext. 5736 *David G. Shields*

Concur: Pam Hastings *P. Hastings* Administrative Manager/Public Works Department
60005801

Date: May 2, 2008

Subject: (1) Authorization to Issue Offer of Judgment
(2) Authorization to Respond to Amended Business Claim
County Road 15
Parcel Nos. 112/712 and 113/703
Property owners: Stephen G. Kohler and Douglas C. Lee
Business Tenants: Turfmaster Lawn & Ornamental Care, Inc. and
Control Pest Management, LLC
Seminole County v. Seminole Co. State Road 46, Ltd., et al
Case No. 2007-CA-1605-101C-13-L

This Memorandum requests authorization by the Board of County Commissioners ("BCC") to issue an Offer of Judgment for Parcel Nos. 112/712 and 113/713 on County Road 15 as to Defendants, Stephen G. Kohler, Douglas C. Lee, Turfmaster Lawn & Ornamental Care, Inc. and Control Pest Management, LLC, in the total amount of \$145,000.00 exclusive of statutory interest, attorney's fees and costs reimbursements.

This Memorandum also requests authorization by the BCC to respond to the amended business damage claim of Turfmaster Lawn & Ornamental Care, Inc. ("Turfmaster") on County Road 15 in the amount of \$598,061.00 with a counteroffer of \$25,000.00.

Turfmaster is the property owners' business located on Parcel Nos. 112/712 and 113/713. It is a commercial landscaping spray business. Turfmaster made its business damage claim of \$1,222,940.00 exclusive of statutory interest, attorney's fees and costs reimbursement on May 2, 2007. By statute, the County was required to accept or reject the claim or submit a counteroffer within 120 days after receipt of the claim. The owners' attorney agreed to extend the statutory deadline for the County's response from August 31, 2007 to October 1, 2007, but not by any further length of time.

Upon receipt of the business damage claim, the County retained an expert, a certified public accountant. Based on the direction of the BCC and the advice of this expert, the County rejected Turfmaster's initial offer without a counteroffer last October.

On February 21, 2008, the owners' attorney forwarded an amended business damage claim, about half the amount of the first one, i.e., \$598,061.00. The amended claim also revealed that Turfmaster made material omissions in its initial offer. Specifically, Turfmaster omitted a disclosure that it had included income from locations in Orlando and Tampa in addition to the Sanford location, in calculating its initial offer. Including these other locations improperly inflated Turfmaster's claim. Turfmaster hid this information from the County at the time.

The County's expert now recommends payment of \$13,400.00 to settle business damages representing the disruption to the business caused by the road widening. For purposes of determining attorney's fees, the eminent domain statute allows the County another 90 days to submit another counteroffer from receipt of information showing the first offer contained material omissions, i.e., the Orlando and Tampa locations.

I PROPERTY

A. Location Data for Parcel Nos. 112/712 and 113/713

The subject parcels are located along the west side of County Road 15 north of unpaved Narcissus Avenue in a portion of unincorporated Seminole County. A location map is attached as Exhibit A and a parcel sketch as Exhibit B.

B. Street Addresses

The street address for Parcel Nos. 112/712 is 348 Monroe Road, Sanford, FL and the address for Parcel Nos. 113/713 is 370 Monroe Road, Sanford, FL.

C. Description

Parcel Nos. 112/712. The parent tract consists of 50,094 square feet and is improved with a house that has been converted to an office.

Parcel Nos. 113/713. The parent tract consists of 34,987 square feet and is improved with several small buildings and an unpaved parking area.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2006-R-114 on May 9, 2006, authorizing the acquisition of Parcel Nos. 113/713 and adopted Resolution No. 2007-71 on April 10, 2007 authorizing the acquisition of Parcel Nos. 112/712.

Both resolutions find that the County Road 15 is necessary, serves a public purpose and is in the best interests of the citizens of Seminole County. The Order of Take occurred on August 13, 2007, with title to Parcel Nos. 112 and 113 and the right to use Parcel Nos. 712 and 713 vesting in Seminole County on August 21, 2007, the date of the good faith deposit.

III ACQUISITION/REMAINDER

As to Parcel Nos. 112/712, the fee taking was 6,526 square feet and is a rectangular strip of land taken from the subject's frontage on C15. The acquisition left a remainder of 43,568 square feet. The temporary construction easement ("TCE") is 78 square feet and is located along the east boundary of the subject boundary and is for the construction of drainage inlet S-123. The parent tract for Parcel Nos. 112/712 is improved with a house that has been converted to an office.

As to Parcel Nos. 113/713, the fee taking is 5,367 square feet and is a rectangular strip of land that will be taken from the subject's frontage on C15. The acquisition left a remainder of 29,620 square feet. The TCE is 137 square feet and is located along the east boundary of the subject parcel and is for blending the new right-of-way with the access driveway on the remainder property. The parent tract for Parcel Nos. 113/713 includes a parking area for commercial trucks, a couple of small Quonset hut-like structures and some other small structures.

IV APPRAISED VALUES

County Reports:

The County's initial appraised value of Parcel Nos. 112/712 was \$47,500.00 (\$47,200.00 for the fee and \$300.00 for the TCE) and for 113/713 was \$39,600.00 (\$39,200.00 for the fee and \$400.00 for the TCE). The County's appraisal was prepared by Florida Realty Analysts, Inc., and was approved by the County's MAI designated staff appraiser. The appraisal was updated for the order of taking hearing. The value did not change as to Parcel Nos. 112/712, but it did change as to Parcel No. 113, to \$40,600.00 resulting in a total value for Parcel Nos. 113/713 to be \$41,000.00. The appraisal reports only appraise the land, improvements, and possible severance damages. The appraisal reports do not encompass business damages.

Owner Reports

The owners' reports were prepared by Bradley J. Pierson with Pierson Appraisal Group with the value of the parcels as of August 27, 2007. The appraisal report for Parcel Nos. 112/712 opined the value for Parcel No. 112 at \$89,505.00 and \$375.00 for Parcel No. 712. Mr. Pierson valued Parcel No. 113 at \$267,895.00 and Parcel No. 713 at \$600.00.

V BUSINESS DAMAGES

At the time of the taking, Turfmaster's business had been in operation since February 1994. The facility has operated continuously and uninterrupted in excess of five (5) years at the subject property. Therefore, the business meets the statutory time requirements for business damages. Control Pest Management LLC did not file a business damage report.

A. Owners' Business Damage Report

The owners retained Lloyd Morgenstern, a certified public accountant with Morgenstern, Phifer & Messina, P.A., as its expert on the business damage claim. The expert's written report opined \$598,061.00 in business damages.

B. County's Business Damage Report

The County has retained Gary R. Gerson, a certified public accountant with Gerson, Preston, Robinson & Company, as its expert on the business damage claim. The expert's written report opined \$13,400.00 in business damages.

VI BINDING OFFER/STATUS OF THE CASE

The County's initial offer was \$54,400.00 for Parcel Nos. 112/712 (\$54,000.00 for Parcel No. 112 and \$400.00 for Parcel No. 712). The County's initial offer for Parcel Nos. 113/713 was \$50,000.00 (\$49,500.00 for Parcel No. 113 and \$500.00 for Parcel No. 713).

VII ANALYSIS – OFFER OF JUDGMENT

An offer of judgment is a procedural device that is intended to impose a monetary risk on a party which refuses to accept a reasonable settlement offer. An offer of judgment, when made and accepted, settles the owner's compensation, damages, and statutory attorney's fees; however, it leaves the costs outstanding. Costs would then either be settled or determined by the Court.

If an owner rejects an offer of judgment, it has no impact on settlement or statutory attorney's fees. However, it impacts the property owner's expert costs in two (2) ways:

(1) Expert costs are not reimbursed for time expended after the date of the rejection of the offer of judgment if a verdict or subsequent settlement is less than the offer of judgment amount, and

(2) The owner's experts have their compensation for trial preparation at risk; as a result, the experts may slack off on preparation and be more motivated to control their expenditure of time in trial preparation.

If an offer of judgment is not made, then the owner's experts may be encouraged to run up a tremendous number of hours and prepare hard for trial because reimbursement of costs by the County is limited only by what the court deems reasonable or unreasonable.

The recommended amount of the offer, \$145,000.00, is intended to cover the appraisal and business damage amounts determined by the County's expert, plus an additional sum representing what the owners might reasonably anticipate obtaining by going to trial.

VIII ANALYSIS – BUSINESS DAMAGE COUNTEROFFER

Staff recommends a \$25,000.00 counteroffer in case the jury values disruption to this business in this amount. It is very unlikely that Turfmaster will accept the \$25,000.00 counteroffer to settle business damages. However, by making the counteroffer, the County obtains a potential tactical advantage in dealing with attorney fees later.

Attorney fees for business damage claims are based on the difference between the final judgment or settlement on the claim and the amount of the County's initial counteroffer or the first counteroffer following the disclosure of previously withheld material information. If there is no timely counteroffer within 120 days of the offer or within 90 days of the disclosure of previously withheld material information, the counteroffer is deemed to be zero dollars. The same percentage attorney fee schedule is applied to this difference as is applied to the monetary benefits obtained as to land, improvements and damages.

IX RECOMMENDATION

County staff recommends that the BCC authorize the issuance of an Offer of Judgment in the total amount of \$145,000.00, for Defendants, Stephen G. Kohler, Douglas C. Lee, Turfmaster Lawn & Ornamental Care, Inc. and Control Pest Management LLC, exclusive of statutory interest, attorney's fees and costs reimbursements.

County staff also recommends that the BCC authorize the County Attorney's Office to make a counteroffer to Turfmaster's offer to settle business damages in the amount of \$25,000.00. This request pertains only to business damages.

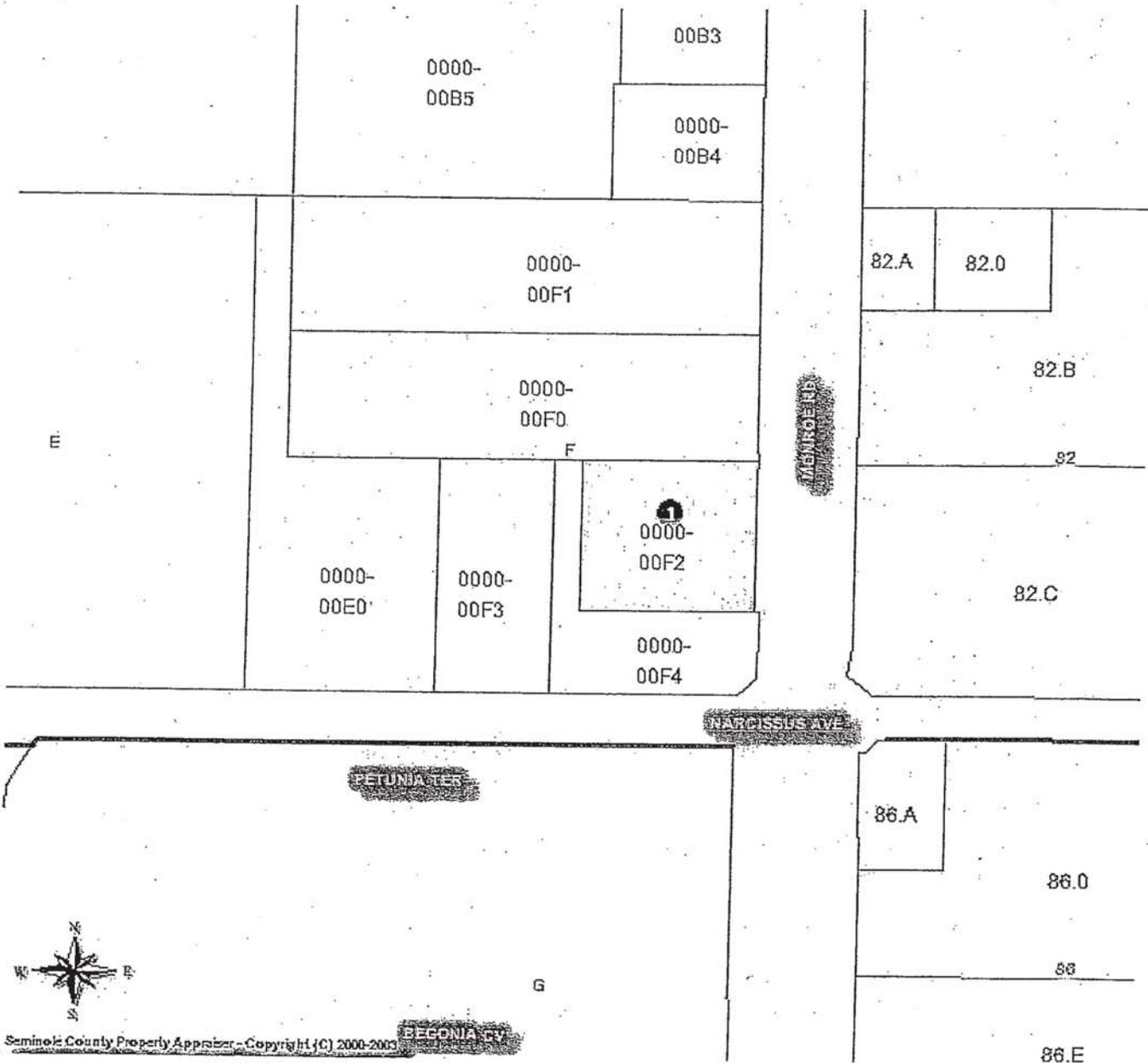
DGS/dre

Attachments

Exhibit A – Location map

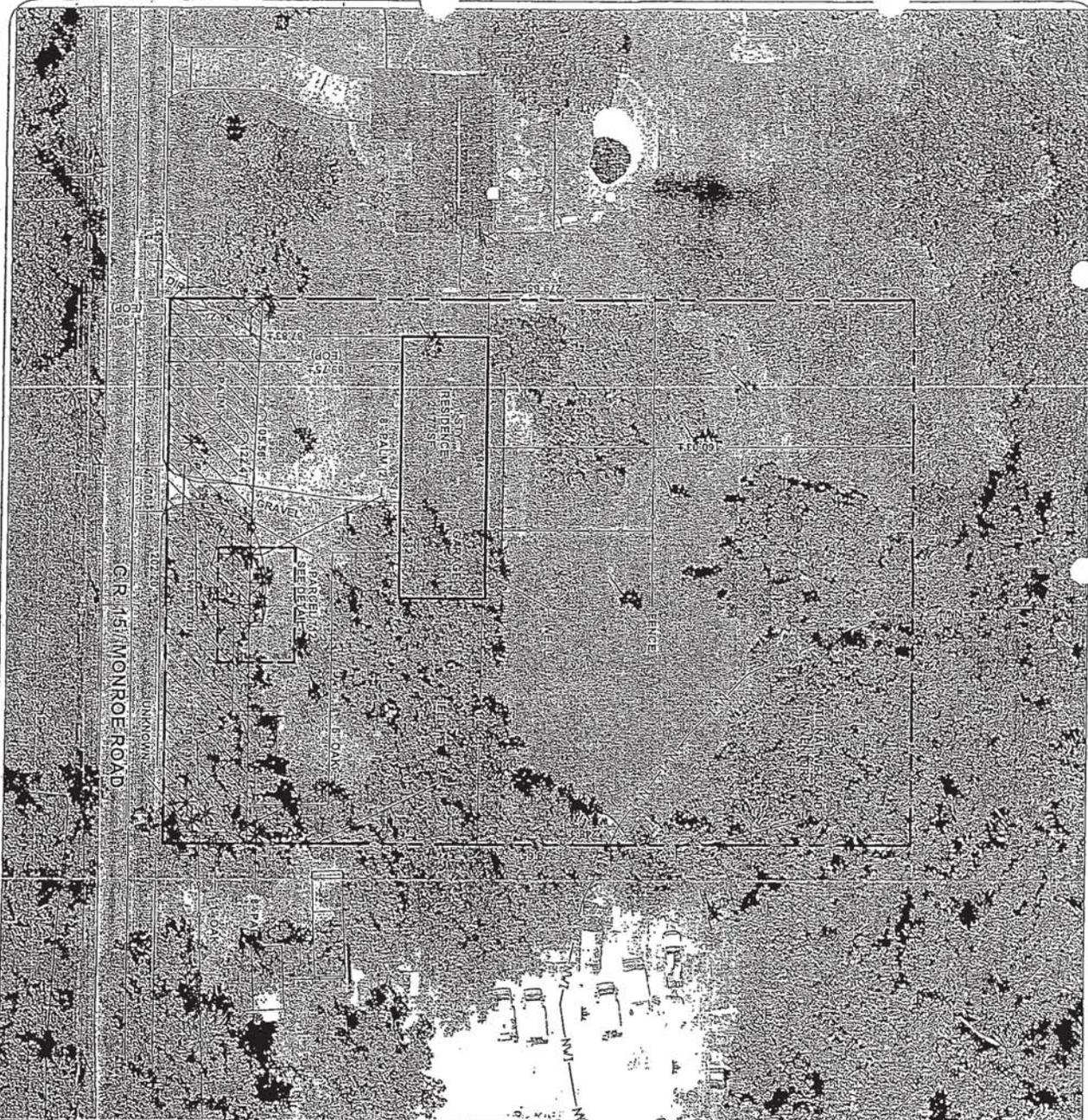
Exhibit B – Parcel Sketch

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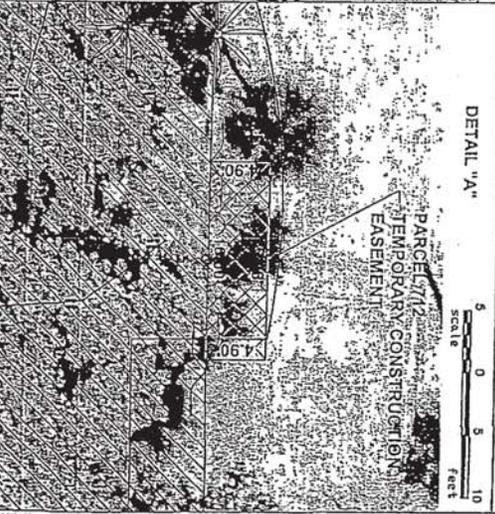


Seminole County Property Appraiser, Copyright (C) 2000-2003

COMPOSITE EXHIBIT A



COMPOSITE
EXHIBIT B



<p>20 0 20 40 Scale Feet</p>	
<p>5 0 5 10 Scale Feet</p>	<p>PROPERTY LINE -----</p>
<p>AREA OF TAKE PARCEL 712 1,148 AC</p>	<p>AREA OF TAKE 1,298 AC</p>
<p>AREA OF TCE PARCEL 712 78 SF</p>	<p>AREA OF TAKE 6,528 SF</p>
<p>PARENT TRACT AREA OF TAKE REMAINDER TRACT 1,148 AC</p>	<p>AREA OF TAKE 78 SF</p>

PARENT TRACT : WITH TAKING SHOWN

PARCEL 112/712
C.R. 15 / MONROE ROAD
SEMINOLE CO., FLORIDA

gal consultants
618 8th Street, Suite 100
Ocala, Florida 32063
352-237-0388

SHEET 2
PROJECT NUMBER
406032.02
TITLE: PARCEL 112-712

BLDG. EOP SETBACK	PIP	8/24/06
REMOVE MADBOX	PIP	8/21/06
SCALE AS SHOWN		
DRAWN	PIP	APPROVED
CHECKED	PIP	DATE

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Melvin H. Spivey property

DEPARTMENT: County Attorney's Office

DIVISION: Litigation

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT: 7257

MOTION/RECOMMENDATION:

Melvin H. Spivey property. Approval of a proposed negotiated settlement relating to Parcel Numbers 106/706 of the County Road 15 road improvement project. The proposed settlement is at the total sum of \$231,757.16 inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to these parcels. Judge Galluzzo.

District 5 Brenda Carey

Bob McMillan

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends the Board approve the proposed negotiated settlement relating to Parcel Numbers 106/706 of the County Road 15 road improvement project. The proposed settlement is at the total sum of \$231,757.16 inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to these parcels.

ATTACHMENTS:

1. Melvin H. Spivey property

Additionally Reviewed By: No additional reviews



COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney *Matthew G. Minter*

FROM: David G. Shields, Assistant County Attorney *David G. Shields*
Ext. 5736

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
David Nichols, Principal Engineer/Engineering Division *DWN 4-30-08*

DATE: April 30, 2008

RE: Settlement Authorization
County Road 15
Parcel Nos. 106/706; Melvin H. Spivey
Seminole County v. Seminole Co. State Road 46, Ltd., et al.
Case No. 2007-CA-1605-101C-13-L

This memorandum requests settlement authorization by the Board of County Commissioners (BCC) for Parcel Nos. 106/706 on the County Road 15 ("C15") road improvement project. The recommended settlement is at the total sum of \$231,757.16 inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay in the referenced case allocated as follows:

\$180,000.00	land, improvements, severance damages, and statutory interest
\$ 31,069.50	statutory attorney's fees; and
\$ 20,687.66	costs.

I. THE PROPERTY:

A. Location Data

The subject property is located at the northeast corner of C15 (Monroe Road) and Palm Terrace within unincorporated Seminole County, Florida. A location map is attached as Exhibit A.

B. Property Address

The street address is 195 Monroe Road, Sanford, FL 32771-6519. A parcel sketch is attached as Exhibit B.

II AUTHORITY TO ACQUIRE.

The BCC adopted Resolution No. 2007-R-71 on April 10, 2007, authorizing the acquisition of Parcel Nos. 106/706. The C15 road improvement project was found to be necessary and serving a public purpose and in the best interests of the citizens of Seminole County. The Order of Take occurred on August 13, 2007, with title vesting in Seminole County on August 21, 2007, the date of the good faith deposit in the amount of \$148,000.00 for the referenced parcels as agreed to by the parties.

III ACQUISITIONS AND REMAINDER

The acquisition of Parcel No. 106 is 2,715 square feet in fee simple. The acquisition of this parcel will leave a remainder of 24,568 square feet from a parent tract of 27,283 square feet. The fee taking is an irregular shaped piece of land that will be taking from the property's frontage on C15.

The acquisition of Parcel No. 706 is a 148-square foot temporary construction easement (TCE) that will be used to blend the new right-of-way with the access driveway on the remainder. The TCE is also irregular in shape and is located on the west boundary of the subject property.

The property is improved with a single family residence. The new right-of-way is located two feet from the front of the house. The owner, Mr. Spivey, built the house and has lived there for over 50 years. He is now elderly and a widower, has difficulty seeing, and now lives there alone.

IV APPRAISED VALUES

The County's original report dated July 5, 2006, was prepared by Florida Realty Analysts, Inc., and reported full compensation to be \$62,000.00 for Parcel No. 106 and \$700.00 for Parcel No. 107. The updated report dated July 18, 2007, opines the same value. The County's appraisal based the value on converting the residence to an office as the highest and best use of the property.

The owner did not have an appraisal report prepared, but did employ experts to analyze the County's appraisal report and provide support in the amount of compensation the owner should receive from the County for the taking.

V BINDING OFFER/NEGOTIATION

The County's initial written offer for the parcels was \$85,850.00, exclusive of costs and fees. After the initial offer, the County learned that Mr. Spivey wanted to move his house from the front toward the back of the property and the \$148,000.00 was his initial estimate for this move. The County thus made a good faith deposit of \$148,000.00 in recognition of the owner's unique circumstances including his age, his disabilities, the decades he has lived in the house, the fact that he built the house and his apparent personal need to remain in the house. Given all of the circumstances it was thought that moving the house to the rear of the lot would allow him to stay and satisfactorily address these personal needs. Moreover, it seemed that a jury would be very sympathetic to Mr. Spivey, his situation and his desire to live out his remaining days in the same house in which he had lived for the last half century.

Following the order of taking, the owner made a demand of \$228,323.00 exclusive of statutory attorney's fees and expert costs. The higher amount included damages and compensation beyond the cost of the move. The County made a counteroffer at \$160,000.00, exclusive and the owner responded at \$200,000.00, exclusive. Through further negotiations the parties agreed to \$180,000.00 for the owner's final compensation, exclusive of attorney fees and costs.

VI ATTORNEY'S FEES AND COSTS

A. Attorney's Fees. The statutory attorney's fee reimbursement totals \$31,069.50. The sum is statutorily computed based upon a settlement sum of \$180,000.00 less a first written offer of \$85,850.00 to produce a benefit of \$94,150.00.

B. Expert's Fees/Costs. The owner's claimed costs of \$20,687.66 for experts' fees and costs are reasonable for the referenced parcels. The break down is as follows:

\$7,085.00	Appraiser
\$8,575.00	Contractor (to estimate the direct indirect and incidental costs of moving the house)
\$4,777.66	Traffic Engineer; and
\$ 250.00	Building mover (to prepare a quote for the direct cost of moving the house.)

VII COST AVOIDANCE

The County's offer of \$148,000.00 at the time of the good faith deposit was based on Mr. Spivey moving his house instead of converting it to an office as suggested by the County's appraiser. As discussed previously, it seemed highly possible that a jury would be very sympathetic to Mr. Spivey's situation and would award him it at least the amount needed to move his house. The difference between the County's good faith

deposit of \$148,000.00 and the owners' estimated value of \$228,323.00 is \$80,323.00. Although the owner did not perform a full appraisal, the owner's methodology was reasonable for negotiation purposes. Both sides appeared to have attempted to arrive at a fair valuation. When faced with two reasonable but conflicting appraisals, juries tend to reach a verdict in the middle. The proposed settlement of \$180,000.00 is less than the \$188,161.15 midpoint between each side's starting values and is reasonable under the circumstances of these parcels.

By this settlement, the County avoids all additional costs associated with litigation. In the absence of settlement, the expert costs alone would likely be at least \$15,000.00 - \$20,000.00 higher.

VIII RECOMMENDATION

County staff recommends that the BCC approve this negotiated settlement in the total sum of \$231,757.16, inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to this parcels.

DGS/dre

Two (2) Attachments:

Exhibit A - Location Map

Exhibit B – Sketch

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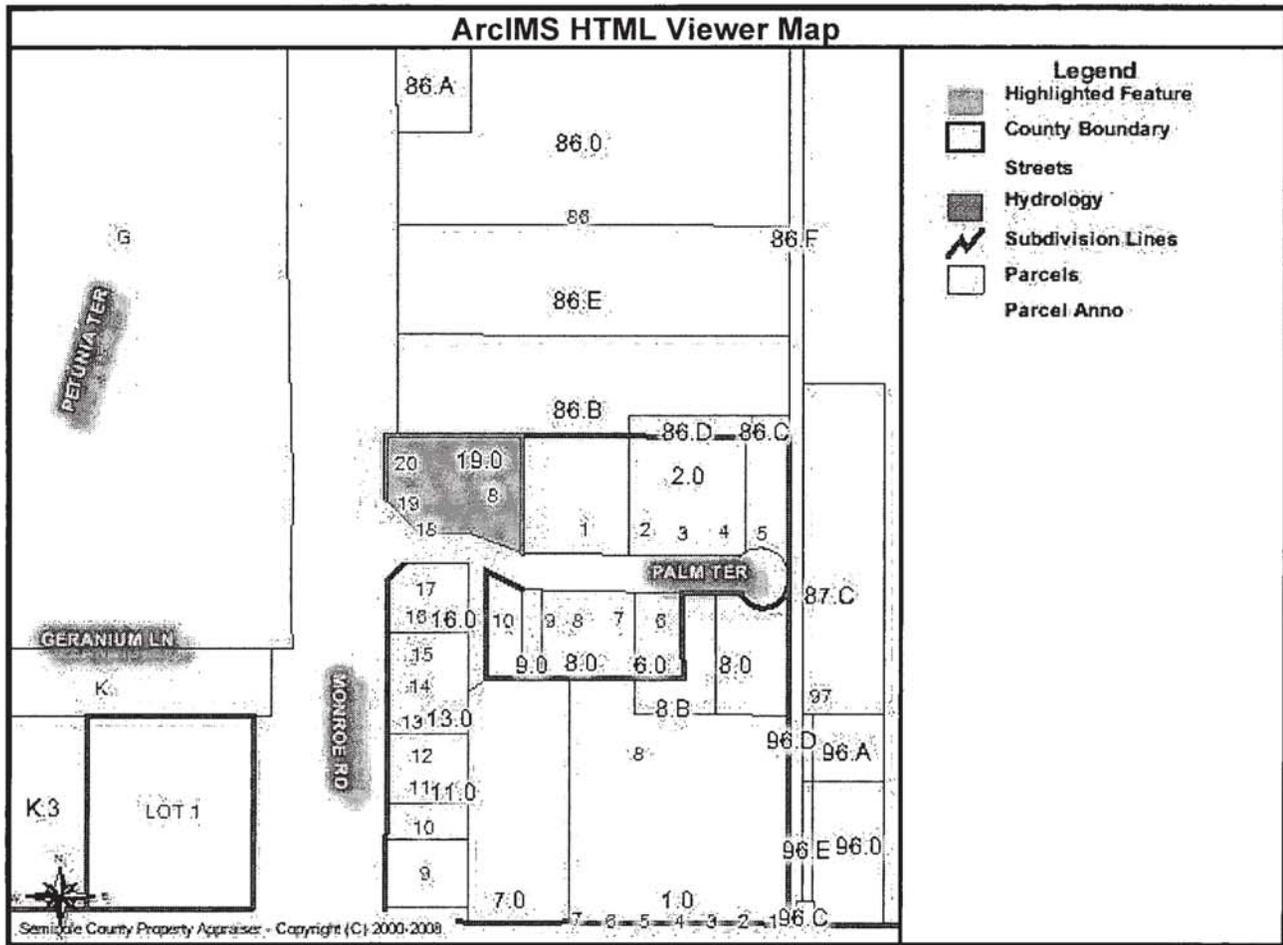


EXHIBIT A

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure & Payroll Approval Lists; BCC Minutes & Clerk's Received and Filed

DEPARTMENT: Clerk's Office

DIVISION:

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Sandy McCann **EXT:** 7662

MOTION/RECOMMENDATION:

Approval of Expenditure Lists dated April 21 & 28, and May 5, 2008; Approval of Payroll List dated May 1, 2008; Approval of Official Minutes dated April 22, 2008; Clerk's "Received and Filed" - for information only.

County-wide

Dave Godwin

BACKGROUND:

See attached detailed report.

STAFF RECOMMENDATION:

Staff recommends approval of Expenditure Lists dated April 21 & 28, and May 5, 2008; Approval of Payroll List dated May 1, 2008; Approval of Official Minutes dated April 22, 2008; Clerk's "Received and Filed" - for information only.

ATTACHMENTS:

1. Clerk's Report 5-20-08

Additionally Reviewed By: No additional reviews

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure & Payroll Approval Lists; BCC Minutes & Clerk's Received and Filed

DEPARTMENT Clerk's Office **DIVISION:** County Commission Records

AUTHORIZED BY Dave Godwin **CONTACT:** Sandy McCann **EXT.** 7662

Agenda Date 05-20-2008 **Regular** **Consent** **Work Session** **Briefing**

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Approval Lists
Approval of BCC Official Minutes

BACKGROUND:

1. Expenditure Approval Lists dated April 21 & 28, & May 5, 2008 and Payroll Approval List dated May 1, 2008
2. Official Minutes dated April 22, 2008
3. Clerk's "Received and Filed" - for information only

Reviewed by:
Co. Att _____
OMB _____
Other _____
DCM _____
CM _____

CLERK' S REPORT
MAY 20, 2008

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL LISTS AND PAYROLL LIST

Expenditure Approval Lists dated April 21 & 28, and May 5, 2008; and Payroll Approval List dated May 1, 2008, presented.

ACTION REQUESTED: Motion approving same.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated April 22, 2008.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only.

1. W.O. #27 & #28 to PS-1529-06.
2. IFB-600301-07 Contract with Advanced Fire Equipment of Central Fla., Inc.
3. Amendment #1 to W.O. #23 to PS-1529-06.
4. W.O. #59 to PS-5120-02/BJC.
5. W.O. #28 to PS-1074-06/RJR.
6. W.O. #3 to PS-1742-07/BLH.
7. W.O. #23 to CC-1075-06/TRJ.
8. Amendment #3 to PS-5191-05/TLR.
9. Amendment #2 to PS-5168-04/TLR.
10. IFB-3075-03/JVP Letter of Clarification.
11. 3rd Amendment to IFB-3110-05/GMG, Chinchor Electric, Inc.

12. Termination for Convenience for CC-2341-07/VFT.
13. 3rd Amendment to IFB-3110-05/GMG, Traffic Control Devices, Inc.
14. W.O. #10 to PS-1020-05/DRR.
15. CC-1949-07 Closeout Documents.
16. Amendment #1 to W.O. #23 to PS-0381-06/BLH.
17. W.O. #3 to PS-5172-04/AJR.
18. Amendment #1 to W.O. #2 to PS-5172-04.
19. IFB-600324-08 Term Contract with Prison Rehabilitative Industries & Diversified Enterprise, Inc.
20. 4th Amendment to RFP-4253-05/RPS.
21. 6th Amendment to RFP-4164-02/GG.
22. Amendment #1 to W.O. #97 to PS-5165-04/AJR.
23. 2nd Amendment to RFP-600244-07/GGM.
24. M-600212-07/BJC Contract with Dean Enterprises.
25. Amendment #2 to W.O. #18 to PS-1074-06/TRJ.
26. C.O. #2 to CC-2009-07.
27. W.O. #59, #60, #61, #62 & #63 to CC-1220-04/TLC.
28. Amendment #2 to W.O. #18 to PS-1074-06.
29. W.O. #98 to PS-5165-04.
30. Addendum #2 to SR46/Lake Forest Townhouses PUD Developer's Commitment Agreement.
31. D.O. for Bougainvillea Clinique as approved by the BCC on October 23, 2007.
32. Maintenance Bond LOC for Falcon Development/Rinehart Road Commercial in the amount of \$39,582.79.

33. Cash Maintenance Bond with Escrow Agreement in the amount of \$1,709 for Heathrow Enclave.
34. Cash Maintenance Bond with Escrow Agreement in the amount of \$1,254 for Girls & Boys Town.
35. Cash Maintenance Bond with Escrow Agreement in the amount of \$3,905 for Family Dollar/Just Brakes.
36. Memorandum to Assistant County Attorney, Ann Colby, from Assistant County Attorney, David Shields, dated April 29, 2008 re: Parcels #112/712 & #113/713, Stephen G. Kohler & Douglas C. Lee, CR 15 (ecological consultant services).
37. Memorandum to Assistant County Attorney, Ann Colby, from Assistant County Attorney, David Shields, dated April 30, 2008 re: Parcels #112/712 & #113/713, Stephen G. Kohler & Douglas C. Lee, CR 15.
38. Memorandum to Assistant County Attorney, Ann Colby, from Assistant County Attorney, David Shields, dated April 29, 2008 re: Parcels #112/712 & #113/713, Stephen G. Kohler & Douglas C. Lee, CR 15 (Land Planning & Use).
39. Performance Bond for Clayton Crossing in the amount of \$64,961.60.
40. C.O. #2 to CC-1075-06.
41. Development Orders for the following: Jean Moon Nelda; Robert & Luz Taylor; Richard & Marilyn Brethouwer; and Cecilia Ravak.
42. Revised & Restated Development Order for Faith Terrace Rezone as approved by the BCC on January 22, 2008.
43. Litigation Consultant Services Agreement with Diversified Property Specialists, Inc. for Case #2007-CA-1605-101C-13-L.
44. Opinion of Title for Wal-Mart Stores/Murphy Oil Minor Plat.
45. Joint Participation Agreement with FDOT re: Hwy. 17-92 & Laura Street as approved by the BCC on January 8, 2008.

46. Amendment of Letter of Credit for ABC Fine Wine & Spirits in the amount of \$1,244.
47. Cash Maintenance Bond for Maple Leaf Commerce Center in the amount of \$3,454.
48. Maintenance Bond for Veramonte aka Long Pond in the amount of \$66,100.
49. Conditional Utility Agreements for water and sewer for Dikeou Realty/Walgreens @ Palm Valley.
50. Conditional Utility Agreements for water and sewer for Exchange Place.
51. Bill of Sale and Letter accepting water and sewer for the project known as Colonial Town Park Bldg. 400.
52. Letter accepting water and sewer for the project known as Alaqua Country Club Clubhouse.
53. Customer Agreement for Reclaimed Water Rates for Fifth Third Bank.
54. Conditional Utility Agreements for water and sewer for Continental 107 Fund LLC for the project known as M/I Bank.
55. Bill of Sale, Warranty Deed and Letter accepting water & sewer systems in Veramonte (fka Long Pond).
56. Bill of Sale and Letter accepting water and sewer systems in Maple Leaf Commerce Center.
57. Bill of Sale, Utility Easement and Letter accepting water system for ABC Fine Wine & Spirits/Charles Bailes, Jr.
58. Bids for the following: CC-3075-08, IFB-600404-08, CC-3191-08 (CD of Procurement Files), RFP-600409-08, RFP-600323-08, and #600394-08.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize a Resolution To Provide Matching Funds For The LYNX U.S. 17-92 Link 103 (Fern Park to Seminole Center) Service Development Grant

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

AUTHORIZED BY: Dori DeBord

CONTACT: Dick Boyer

EXT: 7382

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a resolution to provide matching funds to LYNX to initiate Link 103 (US 17-92 between Fern Park and Seminole Center) starting in FY 2009/2010 or FY 2010/2011.

County-wide

Dick Boyer

BACKGROUND:

A Florida Department of Transportation (FDOT) Service Development Grant (Grant) offers the opportunity to increase the frequency of service along US 17-92 between Fern Park and Seminole Center, just north of Lake Mary Blvd. Under such a grant, the State pays half of the operational costs for the initial two years with the County contributing the other half. The County takes over full payment beginning with the third year of service. The Applicant for the Grant will be the Central Florida Regional Transportation Authority (LYNX) with the funding sponsor being Seminole County.

US 17-92 is currently served by Link 39 running from Orlando to Seminole Center just north of Lake Mary Blvd. LYNX is proposing to break the current route into two new-named routes: Link 102 and Link 103. (See attached map). Link 102, coming from Orlando to the Fern Park/Oxford stop, is proposed to have a 15 minute frequency (headway). The grant request is to increase the frequency of buses serving the proposed Link 103 from every 30 minutes to either every 20 or every 15 minutes. The current experience of LYNX with increasing frequency from 30 minutes to 20 or 15 is a significant increase in ridership.

Application for the Grant requires a copy of the funding sponsor's resolution to provide funds if the project is to be considered by FDOT. The grant application must be submitted by LYNX to FDOT by June 2, 2008. Due to the uncertainty for all parties of the availability of future funding but not wanting to miss an opportunity to significantly improve transit service in the US 17-92 corridor, FDOT will accept a resolution containing an "out" clause should the Board find that funding the start up of a new route is not financially feasible at the point in time the grant agreement must be signed (see attached resolution).

The estimated County matching dollars for each of the first two years and the County's full funding for the third year are summarized below and detailed in the attached tables. (See attached Summary Cost Table and US 17-92 Link 103 Full Cost Tables). An opinion has been requested as to the feasibility of employing Tax Increment Funds (TIF) as a possible source of matching dollars.

If Seminole's Grant application is selected and FDOT approves and funds the Grant, LYNX will include the each year's match as part of the Seminole County's Annual Service Funding Agreement. Announcement of Grant awards is expected by October 2008. The estimated starting date for the new service could be as early as December of 2009, however, this can be delayed till 2010 pending the availability of dollars and transit needs.

The proposed US 17-92 Link 103 would be a significant addition to the County's transit service program and support three County initiatives:

US 17-92 Mixed Development Corridor - As a part of its Evaluation and Appraisal Report (EAR)-based Comprehensive Plan amendments, Seminole County is proposing to amend its Comprehensive Plan by modifying an existing future land use (FLU) called Mixed Development (MXD). The MXD was originally limited in scope, but will now allow a greater variety of projects, and will include density and intensity incentives to encourage green building and construction of attainable ("workforce") housing units. Seminole County is also proposing to amend its Future Land Use Map to redesignate as "MXD" the unincorporated properties along the U.S. 17-92 corridor currently assigned a FLU of Commercial. The MXD designation will allow residential units in this location where previously those uses were very limited, and will allow for higher intensities of nonresidential development. In addition, the MXD designation will emphasize the mixing of commercial/retail activities with multifamily residential units. The proposed amendment consists of 256 parcels covering a total of 356 acres. More frequent transit headways can support this effort to ensure that development takes place within the urban area, and reduce development pressures on the East Rural Area.

US 17-92 Community Redevelopment Areas - The US 17-92 CRA 2006 Corridor Strategy accepted by the Board of County Commissioners recommended the change in land use designation to support redevelopment efforts. The establishment of this future land use in conjunction with the future development of other Community Redevelopment Area (CRA) properties along this corridor may create impacts on the current level of service for the roadway network serving the corridor. Increased frequency of transit service can offset potential impacts to the roadways.

US 17-92 Transportation Concurrency Exception Area - To better deal with the issue of potential impacts to roadway service, the County is also seeking to establish a Transportation Concurrency Exception Area (TCEA) extending from the southern border of the County approximately 15 miles north along U.S. 17-92 to the shore of Lake Monroe. The TCEA will need to be supported by expanding the transit opportunities along corridor in the form of additional bus service, as well as performance standards for redevelopment that support transit use and pedestrians, and adjacent network improvements, primarily in the form of commuter rail.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a resolution to provide matching funds to LYNX to initiate the US 17-92 Link 103 increased frequency starting in FY 2009/2010 or FY 2010/11.

ATTACHMENTS:

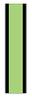
1. Map of Proposed Link 103
2. Resolution
3. Summary Cost Table
4. US 17-92 Link 103 Full Cost Tables

Additionally Reviewed By:

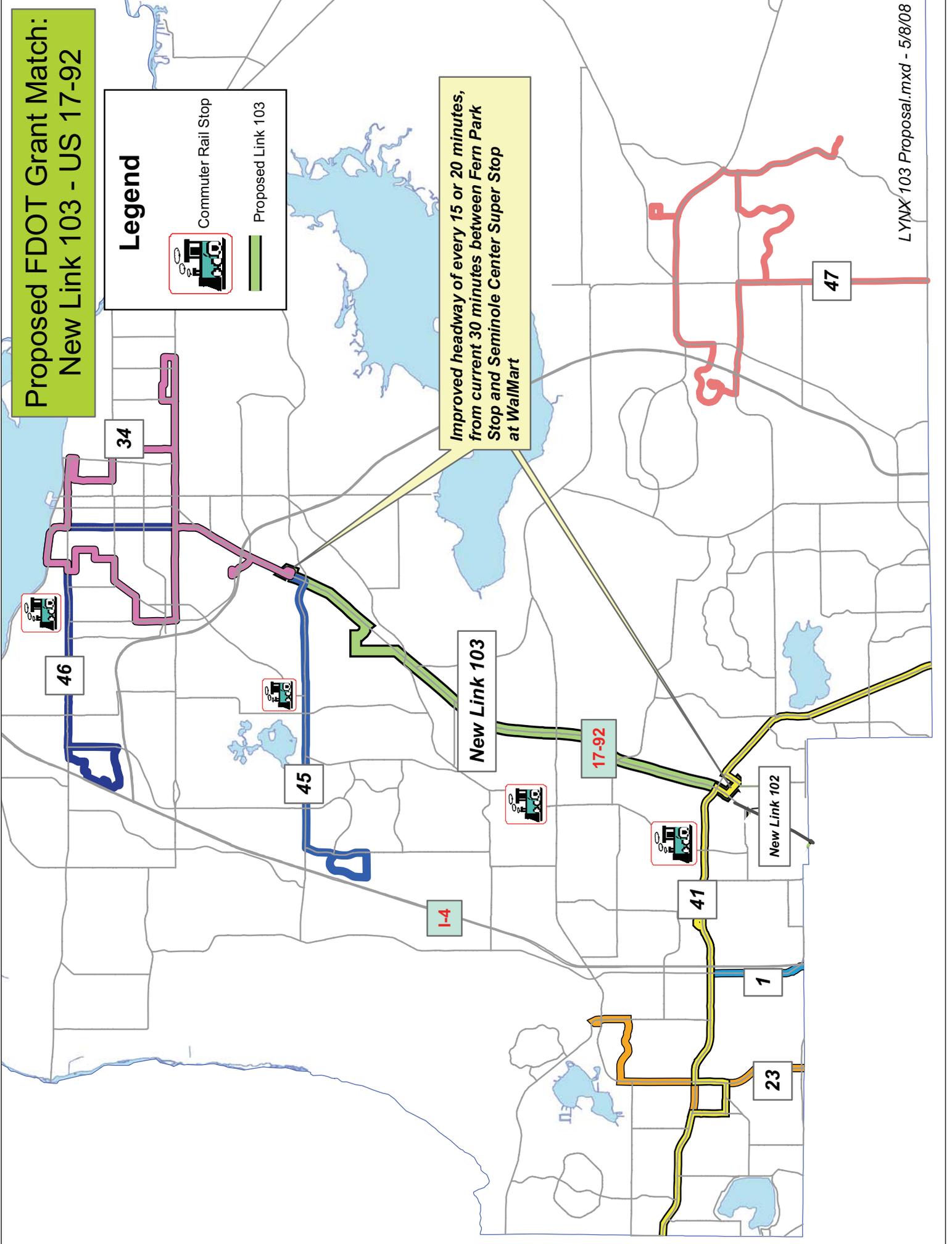
- Budget Review (Karen Hufman, Lisa Spriggs)
- County Attorney Review (Arnold Schneider)
- Revenue Review (Cecilia Monti, Lisa Spriggs)

**Proposed FDOT Grant Match:
New Link 103 - US 17-92**

Legend

-  Commuter Rail Stop
-  Proposed Link 103

*Improved headway of every 15 or 20 minutes,
from current 30 minutes between Fern Park
Stop and Seminole Center Super Stop
at WalMart*



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

WHEREAS, The Board of County Commissioners (the "Board") of Seminole County, Florida (the "County") finds that enhancement of public transportation services is an effective means of reducing and controlling the congestion of an already overburdened road system; and

WHEREAS, residents of the County use and depend on the bus services provided by CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (LYNX) through an interlocal agreement between the County and the LYNX; and

WHEREAS, the Board and LYNX are considering expansion of the bus service provided in Seminole County to be designated as Link 103 (US 17-92 between Fern Park and Seminole Center), contingent upon the availability of Florida Department of Transportation Service Development Grant funding to LYNX; and

WHEREAS, the Seminole County Board of County Commissioners, contingent upon revenue availability, supports provision of local funds to match the Florida Department of Transportation (FDOT) Service Development Grant funds proposed to provide service on the US 17-92 Link 103 commencing fiscal year 2009-2010;

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

Section 1. The above recitals and findings are true and correct and form a material part of this Resolution.

Section 2. The Board hereby expresses its support for implementation of the Link 103 (US 17-92 between Fern Park and Seminole Center) service by LYNX in Seminole County, subject to availability of sufficient grant funding and urges LYNX to pursue development of such service.

Section 3. The Board is supportive of the concept of providing sufficient, locally generated matching funds for the Link 103 (US 17-92 between Fern Park and Seminole Center) service; the amount of such matching funds to be subsequently determined

subject to the availability and amount of State grant funding obtained by LYNX.

Section 4. This Resolution shall take effect immediately upon its approval by the Board and execution by the Chairman.

ADOPTED this _____ day of _____, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Brenda Carey, Chairman

Original County Attorney:

Proposed Service Link 103 - Fern Park to Sanford

Summary Cost Table

New Link	103	FDOT FY 2010 (7/1/09 - 6/30/10)			
Pattern	Fern Park - Sanford				
	Base 30 Minutes		20 Minute Increment		15 Minute Increment
County Pays	\$780,420	plus 1/2 increment	\$ 107,804	or	\$ 215,608
First Year - FY 2009/10 Full County Payment			\$888,224	or	\$996,028
County Pays	\$811,637	plus 1/2 increment	\$ 112,116	or	\$ 224,232
Second Year - FY 2010/11 Full County Payment			\$923,753	or	\$1,035,869
County Pays	\$844,102	plus full increment	\$ 233,202	or	\$ 466,403
Third Year - FY 20011/12 Full County Payment			\$1,077,304	or	\$1,310,506

*Note: Table shows earliest start date for the new service (late 2009).
The increased service start could be delayed until 2010 or early 2011.*

Proposed Service Link 103 - Fern Park to Sanford

New Link		103	FDOT FY 2010 (7/1/09 - 6/30/10)			
Pattern		Fern Park - Sanford			1st Year	
		FY 2010	FY 2010	FY 2010	FY 2010	FY 2010
		Base 30 Minutes	20 Minute Total	20 Minute Increment	15 Minute Total	15 Minute Increment
Weekday						
	Revenue Hours	34	47	13	60	26
	Revenue Miles	408	564	156	720	312
	Peak Buses	2	3	1	4	2
Saturday						
	Revenue Hours	32	32	0	32	0
	Revenue Miles	384	384	0	384	0
	Peak Buses	2	2	0	2	0
Sunday						
	Revenue Hours	28	28	0	28	0
	Revenue Miles	336	336	0	336	0
	Peak Buses	2	2	0	2	0
Annual						
	Revenue Hours	11,952	15,254	3,302	18,556	6,604
	Revenue Miles	143,424	183,048	39,624	222,672	79,248
Full	Operating Cost	\$780,420	\$996,028	\$215,608	\$1,211,636	\$431,216
	Peak Buses + 20% Spare	2.4	3.6	1.2	4.8	2.4
	Capital (Bus) Cost	\$960,000	\$1,440,000	\$480,000	\$1,920,000	\$960,000

Total % Change In Operating Costs			28%		55%
County Pays	\$780,420	plus 1/2 increment	\$ 107,804	or	\$ 215,608
Full Co Payment for year			\$888,224	or	\$996,028

*Note: Table shows earliest start date for the new service (late 2009).
The increased service start could be delayed until 2010 or early 2011.*

Proposed Service Link 103 - Fern Park to Sanford

New Link		103	FDOT FY 2011 (7/1/10 - 6/30/11)			
Pattern		Fern Park - Sanford			2nd Year	
		FY 2011	FY 2011	FY 2011	FY 2011	FY 2011
		Base 30 Minutes	20 Minute Total	20 Minute Increment	15 Minute Total	15 Minute Increment
Weekday						
	Revenue Hours	34	47	13	60	26
	Revenue Miles	408	564	156	720	312
	Peak Buses	2	3	1	4	2
Saturday						
	Revenue Hours	32	32	0	32	0
	Revenue Miles	384	384	0	384	0
	Peak Buses	2	2	0	2	0
Sunday						
	Revenue Hours	28	28	0	28	0
	Revenue Miles	336	336	0	336	0
	Peak Buses	2	2	0	2	0
Annual						
	Revenue Hours	11,952	15,254	3,302	18,556	6,604
	Revenue Miles	143,424	183,048	39,624	222,672	79,248
Full	Operating Cost	\$811,637	\$996,028	\$224,232	\$1,211,636	\$448,465
	Peak Buses + 20% Spare	2.4	3.6	1.2	4.8	2.4
	Capital (Bus) Cost	\$960,000	\$1,440,000	\$480,000	\$1,920,000	\$960,000

Total % Change In Operating Costs			28%		55%
County Pays	\$811,637	plus 1/2 increment	\$ 112,116	or	\$ 224,232
Full Co Payment for year			\$923,753	or	\$1,035,869

Proposed Service Link 103 - Fern Park to Sanford

New Link		103	FDOT FY 2012 (7/1/11 - 6/30/12)			
Pattern		Fern Park - Sanford			3rd Year	
		FY 2012	FY 2012	FY 2012	FY 2012	FY 2012
		Base 30 Minutes	20 Minute Total	20 Minute Increment	15 Minute Total	15 Minute Increment
Weekday						
	Revenue Hours	34	47	13	60	26
	Revenue Miles	408	564	156	720	312
	Peak Buses	2	3	1	4	2
Saturday						
	Revenue Hours	32	32	0	32	0
	Revenue Miles	384	384	0	384	0
	Peak Buses	2	2	0	2	0
Sunday						
	Revenue Hours	28	28	0	28	0
	Revenue Miles	336	336	0	336	0
	Peak Buses	2	2	0	2	0
Annual						
	Revenue Hours	11,952	15,254	3,302	18,556	6,604
	Revenue Miles	143,424	183,048	39,624	222,672	79,248
Full	Operating Cost	\$844,102	\$996,028	\$233,202	\$1,211,636	\$466,403
	Peak Buses + 20% Spare	2.4	3.6	1.2	4.8	2.4
	Capital (Bus) Cost	\$960,000	\$1,440,000	\$480,000	\$1,920,000	\$960,000

Total % Change In Operating Costs			28%		55%
County Pays	\$844,102	plus full increment	\$ 233,202	or	\$ 466,403
Full Co Payment for year			\$1,077,304	or	\$1,310,506

Prepared 4/19/2008

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Waiver for Active/Passive Buffer Setback Design Standards for the Hindu Temple Quadraplex

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

AUTHORIZED BY: Dori DeBord

CONTACT: Cynthia Sweet

EXT: 7443

MOTION/RECOMMENDATION:

Approve the following waivers to the Active/Passive Buffer Setback Design Standards for the Hindu Temple Quadraplex proposed on the south side of Lake Drive and east of Florida Avenue, in Section 10, Township 21 S, Range 30 E, for The Hindu Society of Central Florida, applicant.

1. Reduce building setbacks from 100 feet to 21 feet minimum for passive sides;
2. Reduce building setbacks from 100 feet to 23 feet minimum for active side;
3. Reduce buffer width for passive sides from 15 feet to 7.5 feet minimum;
4. Reduce buffer for active side from 50 feet to varies from 2.7 feet to 9.2 feet.

District 2 Michael McLean

Cynthia Sweet

BACKGROUND:

On behalf of the applicant, Jeremy Anderson, representative for The Hindu Society of Central Florida, is requesting the Board approve a waiver to the Seminole County Land Development Code Section 30.1232 for Active/Passive Buffer Setback Design Standards for building setbacks from 100 feet to 21 feet minimum for passive sides and from 100 feet to 23 feet minimum for active sides and buffer width for passive sides from 15 feet to 7.5 feet minimum and for active side buffer from 50 feet to varies from 2.7 feet to 9.2 feet for the Hindu Temple Quadraplex.

Seminole County Land Development Code Section 30.1232, Active/Passive Buffer Setback Design Standards shall apply for commercial or multi-family developments adjacent to properties assigned a residential zoning classification or land use designation. Buffers and setbacks required by this section are intended to separate incompatible land uses and eliminate or minimize adverse impacts such as noise, light, glare, and building mass on adjacent residential uses.

The access to this property will be from the existing temple's site rather than through the deeded access between the parcels to the north to help reduce any objectionable impacts to those properties. The adjacent parcels are zoned A-1 with a residential land use. The property to the east, which will be more impacted by reducing the active/passive setbacks and buffer, is an ornamental plant nursery and is not used for residential purposes.

The building will meet the minimum setback requirements for the R-1AA classification and will be used as ancillary to the existing temple serving as living quarters for the temple's priests. Due to the size of the parcel, adjacent properties, and the use of the proposed structure, staff is in favor of reducing the setbacks and buffers as proposed. Staff concludes that reducing the setbacks and buffers will not cause any negative impacts on the adjacent properties.

The site is located on south side of Lake Drive and east of Florida Avenue, in Section 10, Township 21 S, Range 30 E.

STAFF RECOMMENDATION:

Staff recommends the Board approve the following waivers to the Active/Passive Buffer Setback Design Standards for the Hindu Temple Quadraplex proposed on the south side of Lake Drive and east of Florida Avenue, in Section 10, Township 21 S, Range 30 E, for The Hindu Society of Central Florida, applicant.

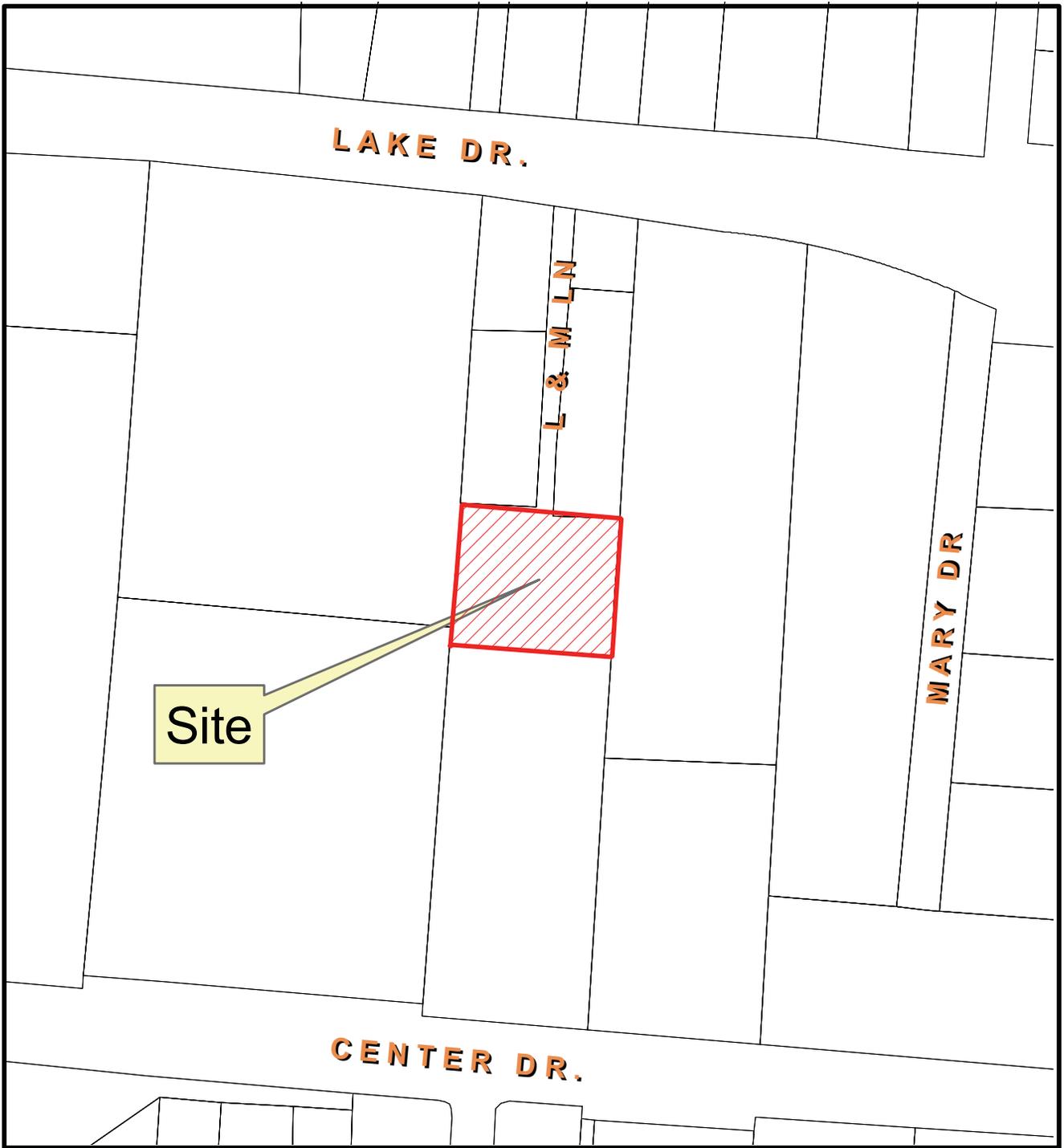
1. Reduce building setbacks from 100 feet to 21 feet minimum for passive sides;
2. Reduce building setbacks from 100 feet to 23 feet minimum for active side;
3. Reduce buffer width for passive sides from 15 feet to 7.5 feet minimum;
4. Reduce buffer for active side from 50 feet to varies from 2.7 feet to 9.2 feet.

ATTACHMENTS:

1. Maps and Aerials
2. Location Map
3. Maps and Aerials
4. Reduced Copy of Site Plans
5. Property Survey
6. Building Rendering
7. Waiver Request Letter

Additionally Reviewed By:

County Attorney Review (David Shields)



Hindu Temple Quadrplex



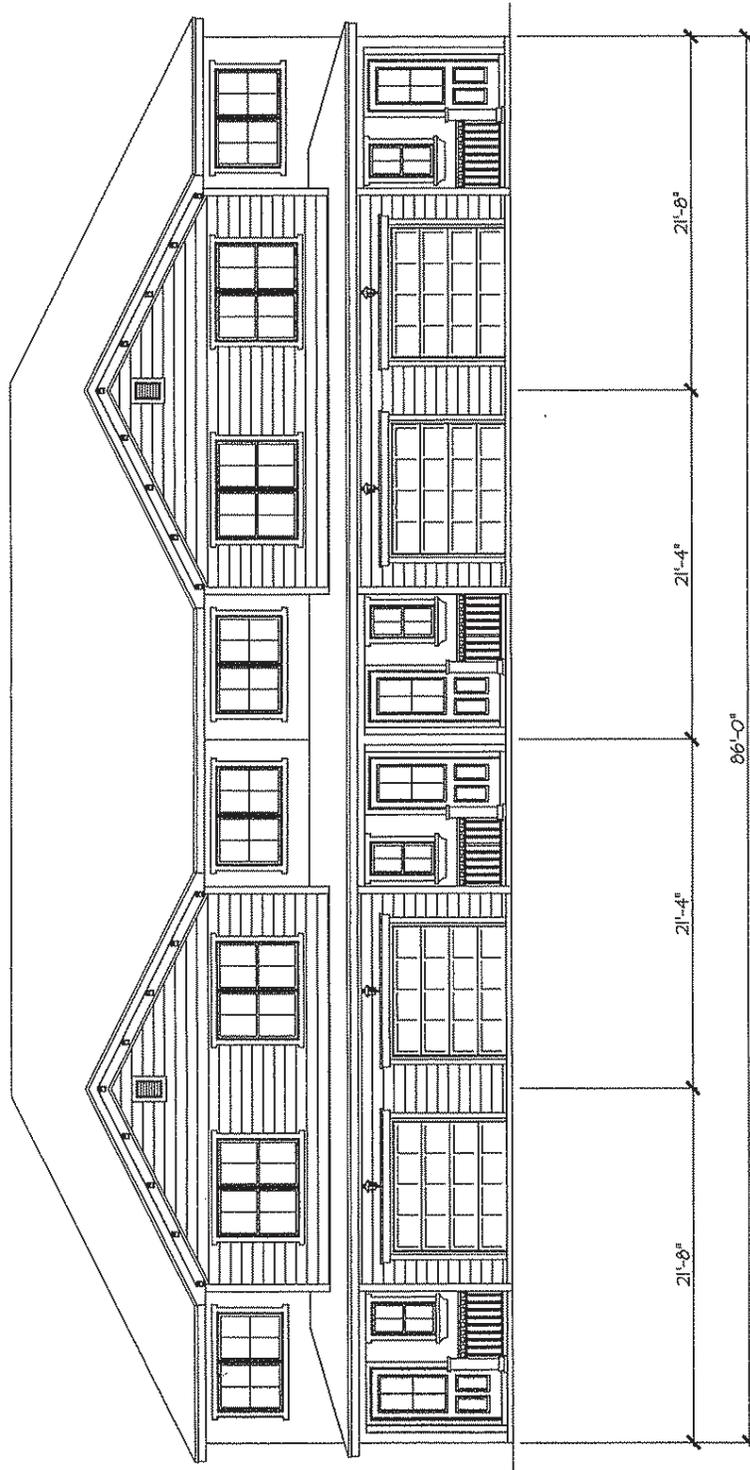


Hindu Temple
Quadrplex

-  Parcel
-  Subject Property



January 2006 Color Aerials





April 2, 2008

Ms. Cynthia Sweet
Senior Planner
Seminole County Development Review
1101 East First Street
Sanford, FL 32771
(407) 665-7331

Reference: **Active/Passive Buffer Yard Waiver Request**
Hindu Temple Quadraplex
Casselberry, Seminole County, Florida
Seminole County Project No: 08-06000020
AE Project No: 27.004

Dear Ms. Sweet,

We recently received Seminole County's Development Review Committee comments for the Hindu Temple Quadraplex development. Within the Development Review Committee's comments, we were notified that we do not meet the Active/Passive Buffer Yard requirements listed within Seminole County's Land Development Code under Sec. 30.1232.

Although the proposed quadraplex is an accessory to the existing Hindu Temple facility in Casselberry, and is currently zoned agricultural A-1, we were made aware at our initial DRC meeting on March 26, 2008 that our project is being viewed as a commercial development because it is part of a religious complex. The active passive/setback requirements under Sec. 30.1232, is significantly greater than what could be possibly achieved on this site. Consequently, we respectfully request a waiver of the active/passive buffer requirement for the proposed quadraplex on the following grounds for justification.

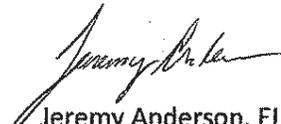
1. While serving as living quarters for the temple the proposed quadraplex building will be an integral part of day to day operations of the temple. We believe that the presence of the quadraplex within the temple premises will improve the overall security of the temple facility and protect its assets from possible vandalism.
2. The proposed landscape buffer and building setbacks exceed the minimum setback requirements listed within the Land Development Code for the parcel's current zoning classification, Agricultural A1.
3. Give the current building footprint size (approximately 45 x 85 feet) and the site constraints (0.82 acre lot), presence of flood plain, drainage easement, it would be virtually impossible to relocate the building and still meet the setback requirement prescribed in Sec. 30.1232.

Active/Passive Buffer Yard Waiver Request
Hindu Temple Quadraplex
Casselberry, Seminole County, Florida
Seminole County Project No: 08-06000020

4. The primary purpose of the proposed quadraplex building is to serve as residential home for the Temple's priests, who as one can imagine lead a very austere and ascetic lifestyle. There will not be any late night parties or activities that would cause disturbance to the adjacent residences.
5. The proposed quadraplex building is located adjacent to the residential homes on the north and east side of the property. We believe that the proposed project will be consistent with its surroundings and enhance the value and not hurt it. We do not expect negative impacts to adjacent neighbors from the presence of a quadraplex.
6. There is currently an unsightly mobile home on the property that will be demolished when the Hindu Temple Quadraplex is constructed. We believe that the proposed quadraplex building will enhance the neighborhood and improve it aesthetically.
7. Per our discussions with staff, we have revised our landscaping plans to include additional vegetation, trees and landscaping.

Short of completely redesigning this project, we are open to any suggestions that we can reasonably accommodate to allay any concerns that the board may have on this project. We appreciate the patience and indulgence of your staff, which have been very helpful explaining the non-conforming issues to us. Based on our discussions with the staff on March 26, we believe we would have their support for the waiver request. We look forward to reaching an agreeable resolution to this matter with your assistance. Please contact me for immediate response to any concerns you might have. We appreciate your consideration.

Respectfully submitted,


Jeremy Anderson, EI
Project Manager


Shridhar S. Rao, MS, P.E.
P.E. No. 56074
President
LandSmart Consultants, LLC.
407-694-5148

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Budget Amendment Status Report FY 2007/08**DEPARTMENT:** Fiscal Services**DIVISION:** Budget**AUTHORIZED BY:** Lisa Spriggs**CONTACT:** Lin Polk**EXT:** 7177**MOTION/RECOMMENDATION:**

Information briefing. No action required.

County-wide

Lin Polk

BACKGROUND:

Pursuant to Seminole County Administrative Code #22.5, Section I(3)(b), the Board of County Commissioners has empowered the County Manager or designee, as designated Budget Officer, to authorize specified intra-departmental budget amendments. In compliance with Section I(4)(b) of the referenced code, reporting is being provided to the Board of all budget amendments approved under the administrative authority granted and of budgetary performance and status throughout the fiscal year.

Seminole County Administrative Code 22.5, Section I (3)(b) authorizes the following:

"(i) Transfers of non-project appropriations within a fund or subfund and within a department or division that do not alter or amend a Department's or Division's Board approved work plan.

(ii) Transfers of appropriations among subfunds/business units and object classifications established to facilitate compliance with a specific grant funding agreement.

(iii) Transfers among sub-objects within a project within a fund or subfund or among a Family of Projects, when deemed necessary as a management tool.

(iv) Transfer from Project Contingency to provide additional funds required for a deficient capital outlay project.

(v) Transfer to Project Contingency from a capital outlay project upon completion of the unexpended budget.

(vi) Transfer required for the sole purpose of proper accounting treatment of the item, which do not modify the original budgetary intent."

Attached is status report of all intra-departmental budget amendments approved (under the administrative authority granted) for the seven month period ended April 30, 2008. Amendments #08-31 through #08-40 are currently being reported to the Board.

Project contingencies established under the authority of this code during this timeframe are

also attached. Additionally, BCR #08-22 included on this meetings consent agenda is reflected as part of the 2001 Infrastructure Sales Tax Fund (Fund 11541) project contingency being reported.

ATTACHMENTS:

1. 11500 Project Contigency Report
2. 11541 Project Contigency Report
3. FY2007/08 Budget Policy Transfer Log

Additionally Reviewed By: No additional reviews

Infrastructure Sales Tax (1991)
Project Contingency

Beginning Balance -

BAR/BCR #	Project #	Project Name	
BCR 08-16	00229201	I-4 Pedestrian Bridge Lighting	230,936

Ending Balance 230,936

Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.

Infrastructure Sale Tax (2001)
Project Contingency

Beginning Balance -

BAR/BCR #	Project #	Project Name	
BCR 08-10	00192588	Geneva Area Sidewalk	70,000
DFS 08-28	00205302	SR 434 (Montgomery to I-4)	(10,000)
BCR 08-22	00192596	Upsala Sidewalk	125,000

Ending Balance 185,000

Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.

**DFS REPORT
FY 2008**

DFS #	Fund Name			From Business			From (Object Class)			Transfer		
	Date	Department	Division	Unit Name	Unit Name	To (Object Class)	From Project Name	To Project Name	Amount	I(3)(b)	Description	
08-01 thru 08-10			Voided									
08-11	10/04/07		Voided								Voided	
08-12	10/08/07	Natural Lands/Trails Bond Fund Leisure Services	Natural Lands	Planning - Trails 32100		Capital Outlay Capital Outlay	Natural Lands/Land		\$ 16,849	(iii)	Managerial Tracking.	
08-13	10/08/07		Voided								Voided	
08-14	10/04/07		Voided								Voided	
08-15	10/17/07	Natural Lands/Trails Bond Fund Public Works	Engineering	Trails Development 2001		Capital Outlay Capital Outlay	Big Tree Park Trailhead		\$ 50,000	(iii)	Managerial Tracking.	
08-16	10/17/07	Infrastructure Sales Tax Fund - 2001 Public Works	Engineering	Engineering - 11541		Capital Outlay Grants & Aids	Red Bug Lake Rd/St RD 436		\$ 7,000,000	(vi)	Accounting adjustment.	
08-17	11/06/07	General Fund Administrative Services	Fleet	Fleet Contract - 00100		Operating Expenditures Capital Equipment			\$ 2,600	(i)	Supplemental funding - equipment.	
08-18			Voided						-		Voided	
08-19	11/15/07	General Fund Constitutionals	Sheriff	Sheriff - Operations		Personal Services Capital Outlay			\$ 77,900	(vi)	Accounting adjustment.	
08-20			Voided						-		Voided	
08-21	11/20/07	General Fund Leisure Services	Parks & Recreation	Sanlando Park	Red Bug Lake Park	Capital Equipment Capital Equipment			\$ 700	(i)	Change in Allocation.	
08-22	12/20/07	Fire Protection Fund Public Safety	EMS/Fire	Fire Rescue - Operations		Operating Expenditures Grants & Aids			\$ 5,241	(i)	Supplemental funding - CRA	
08-23	12/31/07	Infrastructure Sales Tax Fund - 1991 Public Works	Engineering	Engineering		Capital Outlay Capital Outlay			\$ 648,000			
08-24 thru 08-26			Voided								Voided	
08-27	01/17/08	General Fund Information Technology Services	Development	Business Analysis and Application Development		Operating Expenditures						
08-28	01/16/08	Self Insurance Fund Administrative Services	Support Services / Risk	Risk Management/Safety Services / Risk		Capital Outlay Other Uses		Modular Walls	\$ 8,700	(vi)	Accounting adjustment.	
08-29	02/07/08		Voided			Operating Expenditures			\$ 5,999,592	(vi)	Accounting adjustment.	
08-30	02/05/08	Public Works	Engineering	Engineering - 11541	Engineering - 11541	Capital Outlay	SR 434 (Mont to I-4)				Voided	
08-30	02/05/08	Public Works	Engineering	Engineering - 11541	Engineering - 11541	Capital Outlay Capital Outlay Capital Outlay	SR 434 (Mont to I-4) Project Contingency		\$ 30,000	(iii) & (iv)	Managerial Tracking & Project Contingency	
08-31	02/28/08	Information Technology Services	Director's Office			Capital Outlay	Telephone Refresh		\$ 10,000	(iii) & (iv)	Managerial Tracking & Project Contingency	
08-32	02/28/08		Voided			Capital Outlay			\$ 650,000	(vi)	Accounting adjustment.	
08-32	02/28/08		Voided								Voided	

**DFS REPORT
FY 2008**

DFS #	Date	Fund Name Department	Division	From Business Unit Name		To Business Unit Name		From (Object Class) To (Object Class)		From Project Name	To Project Name	Amount	Transfer Type I(3)(b)	Description
				From Business Unit Name	To Business Unit Name	From Business Unit Name	To Business Unit Name	From (Object Class)	To (Object Class)					
08-33	03/04/08		Voided											Voided
08-34	03/11/08	Community Services	Community Assistance	CDBG Administration	CDBG						\$ 50,443	(ii)		
08-35	03/11/08	Community Services	Community Assistance	Affordable Housing 06/07	SHIP						\$ 35,370	(ii)		Operational Adjustment
08-36	03/11/08	Community Services	Community Assistance	Hurricane Housing Recovery Grant	HHRP						\$ 18,100	(ii)		Operational Adjustment
08-37	03/11/08	Community Services	Community Assistance	Affordable Housing 05/06	SHIP						\$ 22,151	(ii)		Operational Adjustment
08-38	03/12/05	Various Library Services General Fund	Library Services	Various	Various			Various			\$ -	(ii)		Operational Adjustment
08-39	04/11/08	Information Technology Services	Development	GIS	GIS			Operating Expenditures			\$ 13,000	(vi)		Accounting adjustment.
08-40	04/16/08	General Fund Leisure Services	Parks & Recreation	Sanlando Park	Sanlando Park			Capital Equipment Capital Equipment Operating Equipment			\$ 6,000	(vi)		Accounting adjustment.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #08-59 - Mid-Year Budget Amendment FY 2007/08

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Cecilia Monti

EXT: 7175

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the FY 2007/08 Mid-Year Budget Amendment Resolution.

County-wide

Lin Polk, Cecilia Monti

BACKGROUND:

The "Mid-Year Budget Process" is a comprehensive review of the County's budget. The proposed amendment to the County's fiscal year 2007/08 budget falls into the following categories:

- Beginning Fund Balance Adjustment to Actual: This constitutes a true-up of each fund's budgetary beginning fund balance for fiscal year 2007/08 to actual results (or ending fund balance) per the County's Comprehensive Annual Financial Report for the fiscal year ended September 30, 2007.
- Budgetary Ending Fund Balance/Reserves: The budgetary ending reserves of each fund are adjusted as a result of the beginning fund balance adjustment, changes in funding sources, appropriations and other adjustments detailed in the other sections.
- Other Adjustments: This section details the other adjustments affecting fund appropriation totals and budgetary ending reserves. A change in total sources impacts the budget totals by fund, while the adjustments to both sources and uses affect the budgetary ending reserve.
- Grant Adjustments: This section addresses adjustments required to true up the budget to actual carry forward balances of unexpended grant funds to fiscal year 2007/08.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the FY 2007/08 Mid-Year Budget Amendment Resolution.

ATTACHMENTS:

1. Resolution
2. FY 2007/08 Midyear Budget Amendment

Additionally Reviewed By:

Budget Review (Lisa Spriggs)

RESOLUTION

THE FOLLOWING RESOLUTION AMENDING RESOLUTION No. 2007-R-176 FOR FISCAL YEAR 2007/08 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 20, 2008.

WHEREAS, the proposed budget for Fiscal Year 2007/08 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 25, 2007 the Board of County Commissioners passed Resolution No. 2007-R-176 making appropriations for the Fiscal Year 2007/08 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 2007/08, adopted by Resolution No. 2007-R-176, be amended by the following Schedule of Adjustments:

Fund	Fund Description	Current Budget	Total Adjustments	Adjusted Budget
<u>General Fund and Subfunds</u>				
00100	General Fund	274,557,939	1,162,535	275,720,474
00108	Facilities Maintenance Fund	1,670,500	-	1,670,500
11400	Article V Technology	1,416,063	1,181,072	2,597,135
12300	Alcohol / Drug Abuse	75,000	9,063	84,063
12302	Teen Court	167,434	64,248	231,682
12901	Civil Mediation: County	185,975	16,184	202,159
12902	Civil Mediation: Circuit	238,257	7,117	245,374
12903	Family Mediation	190,000	17,705	207,705
13000	Stormwater	13,829,443	1,549,413	15,378,856
13100	Economic Development	2,015,431	1,132,139	3,147,570
30600	Infrastructure Improvements (Closed 9/30/05)	10,033,064	19,055	10,052,119
60302	Public Safety - System Wide Training	160,248	13,385	173,633
60303	Libraries	259,252	22,507	281,759
60304	Animal Control	40,000	43,670	83,670
60305	Historical Commission	-	24,475	24,475
60307	4 H Counsel / Cooperative Extension	-	-	-
	Total General Fund	304,838,606	5,262,568	310,101,174
<u>Special Revenue Funds</u>				
10101	Transportation Trust	34,906,932	981,895	35,888,827
10102	Ninth Cent Gas Tax	4,558,814	(227,077)	4,331,737
	Total Transportation Trust	39,465,746	754,818	40,220,564
00101	Police Education	253,188	86,189	339,377
00103	Natural Lands Endowment	864,842	269,939	1,134,781
00104	Boating Improvements	595,667	(35,075)	560,592
10400	Development Review	6,158,400	(111,917)	6,046,483
11000	Tourist Development	6,150,000	76,568	6,226,568
11200	Fire Protection	69,366,456	5,612,076	74,978,532
11500	Infrastructure Sales Tax: 1991	175,010,748	8,599,481	183,610,229
11541	Infrastructure Sales Tax: 2001	134,875,489	2,337,323	137,212,812
	Total Infrastructure Sales Tax	309,886,237	10,936,804	320,823,041

Fund	Fund Description	Current Budget	Total Adjustments	Adjusted Budget
11800	EMS Trust	426,091	-	426,091
00102	Tank Inspections	228,000	-	228,000
00106	Petroleum Clean-up	573,507	-	573,507
11901	CDBG	5,143,253	(2,331)	5,140,922
11902	HOME	3,679,745	22,474	3,702,219
11903	Drug Abuse	-	-	-
11904	Emergency Shelter	106,251	-	106,251
11905	CSBG	256,233	-	256,233
11907	Hazardous Mitigation - Wind Grant	817,731	-	817,731
11908	Disaster Preparedness	102,959	-	102,959
11910	EMS Matching	-	-	-
11911	Hurricane Housing & Recovery	596,347	(23,000)	573,347
11912	Public Safety Grants (State)	6,589	-	6,589
11913	Public Safety Grants (Other)	5,000	-	5,000
11914	FRDAP Grants	200,000	-	200,000
11915	Public Safety Grants (Federal)	901,374	(110,682)	790,692
11916	Public Works Grants (State)	2,855,502	-	2,855,502
11917	Library & Leisure Grants (Federal)	-	-	-
11918	Planning & Development Grants (State)	-	-	-
11919	Shelter Plus Care	618,994	10,294	629,288
	Total Grants	16,091,485	(103,245)	15,988,240
12006	SHIP: FY05/06	3,272,728	(26,033)	3,246,695
12007	SHIP: FY06/07	5,048,643	(1,630)	5,047,013
12008	SHIP: FY07/08	3,782,833	-	3,782,833
	Total SHIP	12,104,204	(27,663)	12,076,541
12101	Law Enforcement: Local	-	-	-
12102	Law Enforcement: Justice	-	-	-
12103	Law Enforcement: Federal	-	-	-
	Total Law Enforcement Trust	-	-	-
12500	Emergency 911	4,025,000	710,791	4,735,791

Fund	Fund Description	Current Budget	Total Adjustments	Adjusted Budget
12601	Arterial Impact Fee	(48,672,205)	600,079	(48,072,126)
12602	North Collector Impact Fee	3,979,878	216,664	4,196,542
12603	West Collector Impact Fee	(517,106)	114,422	(402,684)
12604	East Collector Impact Fee	3,658,128	253,301	3,911,429
12605	South Central Impact Fee	(12,427,997)	421,732	(12,006,265)
	Total Transportation Impact Fees	(53,979,302)	1,606,198	(52,373,104)
12801	Fire/Rescue Impact Fees	3,443,927	(25,954)	3,417,973
12802	Law Enforcement Impact Fees	-	-	-
12804	Library - Impact Fees	496,832	(89,546)	407,286
12805	Drainage - Impact Fees	-	-	-
	Total Development Impact Fees	3,940,759	(115,500)	3,825,259
13300	17/92 Redevelopment Agency	6,705,633	1,415,986	8,121,619
15000	MSBU: Streetlighting Districts	2,545,700	212,448	2,758,148
15100	MSBU: Residential Solid Waste	16,418,548	1,376,376	17,794,924
16000	MSBU: Main	365,357	353,217	718,574
16005	MSBU: Lake Mills Aquatic Weed	13,605	653	14,258
16006	MSBU: Lake Picket	92,400	1,730	94,130
16007	MSBU: Lake Amory	6,940	176	7,116
16010	MSBU: Cedar Ridge Landscape	34,355	4,982	39,337
16013	MSBU: Howell Creek	6,899	3,166	10,065
16025	MSBU: Mirror Lake	15,390	19,773	35,163
16026	MSBU: Spring Lake	38,220	4,692	42,912
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40101	Water & Sewer: 79M Bond Proceeds	10,302,295	(1,618,118)	8,684,177
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40201	Solid Waste: Operating	42,715,698	3,040,151	45,755,849
40204	Solid Waste: Landfill Management Escrow	6,409,681	6,173,224	12,582,905
	Total Solid Waste	49,125,379	9,213,375	58,338,754
50100	Self Insurance	16,974,242	1,026,684	18,000,926
	Grand Total	1,156,925,135	38,645,965	1,195,571,100

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 20th day of May, of 2008.

ATTEST:
COMMISSIONERS

BOARD OF COUNTY
SEMINOLE COUNTY, FLORIDA

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

By: _____
Brenda Carey, CHAIRMAN

**SEMINOLE COUNTY
FY 2007/08 MIDYEAR ADJUSTMENTS
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**MIDYEAR BUDGET AMENDMENT
FISCAL YEAR FY 2007/08
EXECUTIVE SUMMARY**

OVERVIEW

The “FY 2007/08 Midyear Budget Amendment” reconciles the actual results for the County’s fiscal year ended September 30, 2007 to the beginning budgetary fund balance for each fund in the FY 2007/08 budget. Additionally, the amendment addresses other known budgetary changes, such as the carry forward of unexpended grant funds and other miscellaneous accounting and operational adjustments. Finally, the amendment includes major revenue adjustments to account for reduced excess fees and revenues affected by current economic conditions to include sales tax, gas taxes and interest revenue. The total budget amendment of \$38,645,965 (detailed in Section A, Fund Summary), is comprised of adjustments to beginning fund balances totaling \$49,995,398, a decrease in other mid-year adjustments to include changes in funding sources and transfers totaling (\$11,218,525), and a reduction in grant adjustments totaling (\$130,908). The adjusted County-wide budget after amendment is \$1,195,571,100.

The “Midyear Budget Process” is a comprehensive review of the County’s current budget. The midyear package is designed to present the overall change in the following categories:

Beginning Fund Balance (detailed in Section B)

- **Adjustment for FY 2006/07 Carry Forward** – This constitutes a true-up of each fund’s budgetary beginning fund balance as of October 1, 2007 to actual results (or ending fund balance) per the County’s Comprehensive Annual Financial Report for the fiscal year ended September 30, 2007. The total budget adjustment of \$49,995,398 represents the difference between what was budgeted as the beginning fund balance for each fund and actual financial results experienced.

Beginning fund balance represents the cash forward or ending fund balances from the previous year and is comprised of one-time sources generated from unspent reserves, excess revenues, expenditure savings and carry forward projects that cannot be completed prior to the close of the fiscal year. The fund balance is an essential tool in maintaining the fiscal sustainability of the budget by providing for cash reserves in the ensuing fiscal year that fund initial operating costs for the new budget until revenue streams from various sources can be established, usually for two to three months. It also limits a funds risk from revenue shortfalls and unexpected expenditures. Maintaining an adequate fund balance allows for the stabilization of overall revenue in order to maintain programs when revenue shortfalls or unexpected expenditures occur. Because it is generated from one-time sources, fund balance revenue is most prudently used to fund reserves and one-time expenses associated with capital projects.

The amount of fund balance incurred by each fund is dependent upon various factors. The size of the fund, the amount of reserves, carry forward projects, source of revenues (i.e., bond funds, user fees), the predictability of revenues and expenditures, long and short term capital projects, litigations, and future planning all impact why fund balances can greatly vary by fund.

Budgetary Ending Fund Balance/Reserves (detailed in Section C)

- **Adjustment for FY 2006/07 Actual (from Section B)** – Represents a corresponding adjustment to budgetary ending fund balance/reserves as a result of the beginning fund balance adjustment described above. The effect is an increase to budgetary ending fund balance/reserves of \$49,995,398.
- **Other Mid-year Adjustments (from Section D)** – Represents changes in sources of funding either from what was anticipated or from what was projected during the original budget process and other funding adjustments that effect the budgetary ending fund balance/reserves. These changes include adjustments for revenue shortfalls, MSBU true-ups and other miscellaneous accounting and operational adjustments necessary to properly account for County resources. The net impact to budgetary ending fund balance/reserves is a decrease of \$14,516,735, inclusive of revenue reductions totaling \$9.2M in the General fund; \$742,975 in the Transportation funds; \$3.9M in the Infrastructure Sales Tax fund; and \$1.9M in the Water and Sewer funds.

General Fund

Financial activities for fiscal year 2006/07 resulted in a \$10,334,947 adjustment to the General fund's budgetary beginning fund balance. The increase resulted from a combination of \$5.4M in additional revenue stemming from unascertained results of declining major revenues coupled with conservatism in revenue projections; and lower than usual operating expenditures as a percentage of budget which accounted for the remaining \$4.9M.

The following table illustrates how the \$10.3M increase in fund balance was generated and the impact of other midyear adjustments on the Adjusted General Fund Ending Fund Balance/Reserves.

Adjustment to FY 2006/07 Actual	\$ 10,334,947
<u>From Unascertained Results:</u>	
Ad Valorem Taxes	\$ 1,877,315
Half-Cent Sales Tax	(3,620,283)
State Revenue Sharing	(176,877)
Sheriff-Grants	(934,495)
Article V Administrative Fee	(886,600)
Sheriff Reimbursements	348,870
Miscellaneous Sheriff	579,629
Port Authority Contribution	685,000
Interest	3,847,299
Excess Fees - Elections	355,041
Excess Fees - Clerk	(1,549,614)
Excess Fees - Sheriff	1,711,951
Excess Fees - Tax Collector	2,141,325
Personal Services @ 92.4%	1,715,218
Operating Expenditures @ 80%.	2,257,814
	<u>\$ 8,351,593</u>
<u>From Normal Budget Conservatism:</u>	
Revenue	\$ 990,884
Operating Expenditures	992,470
	<u>\$ 1,983,354</u>
Restated General Fund Adjustment	
Revenue Reductions Based on Current Trends	(9,172,412)
Appropriation of Transfer to Economic Development (Port Authority Contributions)	(1,000,000)
Net Adjustment to Ending Fund Balance/Reserves	\$ 162,535
Current Budget Ending Fund Balance/Reserves	<u>24,569,704</u>
Adjusted General Fund Ending Fund Balance/Reserves	<u><u>\$ 24,732,239</u></u>

Additional revenue from FY 2006/07 totaling \$5.4M was generated primarily from a conservative approach to revenue estimates based on unknown impacts to declining revenue from sales tax and state revenue sharing sources. A slowing trend experienced statewide in auto related sales, consumer durables, construction and business investments greatly impacted sales tax revenue resulting in \$3.6M loss in expected revenue. The County Revenue Sharing program which is largely funded by state sales tax as well has experienced a revenue decline of \$176,877.

In addition to the state revenue and sales tax losses of \$3.8M, Clerk Excess fees were \$1.5M below budget due in part to the opening of a branch office and a slowing trend in recording fees. The \$934,495 Sheriff – grants shortfall is associated with the Child Protective reimbursement grant which is based on the State fiscal year beginning in July. Unspent funds from this grant are returned to the County through Sheriff Excess Fees. The Article V administrative fee of \$886,600 was eliminated in FY 2006/07.

Revenue losses totaling \$7.1M were offset by increases in ad valorem taxes which was adopted based on the statutory 95% collection rate versus the 96% historical collection rate generating \$1.9M in additional revenue; Sheriff miscellaneous and reimbursement revenues produced an additional \$928,499 from resource officer contracts, investigation fees, dispatch reimbursements, etc.; a Port Authority contribution of \$1.0M exceeded budgeted revenue by \$685,000 - this money is being transferred to the Economic Development fund as a mid-year adjustment; interest revenue generated an additional \$3.8M as a result of transfers out to other funds being made at greater intervals than originally anticipated; Excess Fees from the Sheriff, Tax Collector and Supervisor of Elections were \$4.2M higher than estimated; and other miscellaneous revenues generated the remaining \$990,884.

Of the \$4.9M in expenditure savings, approximately \$1.7M is from personal services and \$3.2M from operating savings. Expenditure estimates from FY 2006/07 were predicated on historical activity assuming 96% of personal services and 85% of the operating budget would be spent. Only 92.4% of personal services and 80% of the operating budget was actually spent as a result of staff conservatism and a hiring freeze on nonessential positions in anticipation of forthcoming property tax reform.

Unemployment compensation accounted for \$455,188 of the personal service savings and the countywide hiring freeze initiated in response to Property Tax Reform measures contributed to the remaining \$1.2M from Personal Services. This savings was generated primarily from vacancies in the department of Information Technology Services and Planning and Development Services.

FY 2006/07 operating budget savings included \$834,000 from rental and leases from the Information Services budget; \$630,000 in repairs and maintenance generated by the Sheriff – Jail, Facilities Maintenance, and Fleet budgets; and the remaining \$1.7M is associated with various contracted services to include roadway median maintenance, the fleet contract, mosquito control, customer resources and medical care.

The General fund, ending fund balance adjustment of \$10.3M is offset by \$9.2M in current year revenue reductions and the appropriation of a \$1.0M transfer of prior year Port Authority contributions to the Economic Development fund for incentive contracts. The net adjustment to budgetary Reserves is an increase of \$162,535 for a total General Fund Budgetary Reserve of \$24.7M which is 11.2% of current revenues.

Transportation Trust and Ninth Cent Gas Tax

The Transportation Trust and Ninth Cent Gas Tax realized almost \$1.5M in increased fund balance attributed to expenditure savings from personal services and maintenance costs, again as a result of frozen vacant positions and conservatism in preparation for the implications of forthcoming property tax reform. This increase is offset in part by reduced gas tax estimates totaling \$739,975. Increases in gas prices have contributed to more conservative motorists and declining sales at the gas pumps. This trend which began in FY 2006/07 is expected to carry over into FY 2008/09.

Infrastructure Sales Tax

The FY 2006/07 ending fund balance for the Infrastructure Sales Tax funds was \$14,877,188 higher than estimated. The increase is primarily associated with \$9.6M in interest revenue. In addition, other reimbursements to the fund including engineering receivables and grant funding generated \$2.2M.

The adjustment to beginning fund balance is offset in part by a reduction of \$3.9M in estimated sales tax revenue based on trend analysis.

Fire Fund

The Fire fund beginning fund balance totals \$25,278,162, an increase of \$5.6M over the current fund balance for FY 2007/08. This increase is attributed to \$2.4M in additional FY 2006/07 revenue and \$3.2M in expenditure savings, again as a result of conservatism in preparation for the forthcoming property tax reform.

Additional revenues included \$637,819 in ad valorem taxes, \$140,024 in ambulance transport fees and \$1.4M in interest on investments. Expenditure savings included \$661,700 from the ambulance transport collections contract and \$2.5M in personal services generated from paramedic incentive savings and an average vacancy rate of 11.5%.

RESOLUTION

THE FOLLOWING RESOLUTION AMENDING RESOLUTION No. 2007-R-176 FOR FISCAL YEAR 2007/08 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 20, 2008.

WHEREAS, the proposed budget for Fiscal Year 2007/08 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 25, 2007 the Board of County Commissioners passed Resolution No. 2007-R-176 making appropriations for the Fiscal Year 2007/08 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 2007/08, adopted by Resolution No. 2007-R-176, be amended by the following Schedule of Adjustments:

Fund	Fund Description	Current Budget	Total Adjustments	Adjusted Budget
<u>General Fund and Subfunds</u>				
00100	General Fund	274,557,939	1,162,535	275,720,474
00108	Facilities Maintenance Fund	1,670,500	-	1,670,500
11400	Article V Technology	1,416,063	1,181,072	2,597,135
12300	Alcohol / Drug Abuse	75,000	9,063	84,063
12302	Teen Court	167,434	64,248	231,682
12901	Civil Mediation: County	185,975	16,184	202,159
12902	Civil Mediation: Circuit	238,257	7,117	245,374
12903	Family Mediation	190,000	17,705	207,705
13000	Stormwater	13,829,443	1,549,413	15,378,856
13100	Economic Development	2,015,431	1,132,139	3,147,570
30600	Infrastructure Improvements (Closed 9/30/05)	10,033,064	19,055	10,052,119
60302	Public Safety - System Wide Training	160,248	13,385	173,633
60303	Libraries	259,252	22,507	281,759
60304	Animal Control	40,000	43,670	83,670
60305	Historical Commission	-	24,475	24,475
60307	4 H Counsel / Cooperative Extension	-	-	-
	Total General Fund	304,838,606	5,262,568	310,101,174
<u>Special Revenue Funds</u>				
10101	Transportation Trust	34,906,932	981,895	35,888,827
10102	Ninth Cent Gas Tax	4,558,814	(227,077)	4,331,737
	Total Transportation Trust	39,465,746	754,818	40,220,564
00101	Police Education	253,188	86,189	339,377
00103	Natural Lands Endowment	864,842	269,939	1,134,781
00104	Boating Improvements	595,667	(35,075)	560,592
10400	Development Review	6,158,400	(111,917)	6,046,483
11000	Tourist Development	6,150,000	76,568	6,226,568
11200	Fire Protection	69,366,456	5,612,076	74,978,532
11500	Infrastructure Sales Tax: 1991	175,010,748	8,599,481	183,610,229
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	Grand Total	1,156,925,135	38,645,965	1,195,571,100

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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 20th day of May, of 2008.

ATTEST:
COMMISSIONERS

BOARD OF COUNTY
SEMINOLE COUNTY, FLORIDA

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

By: _____
Brenda Carey, CHAIRMAN



Seminole County
FY 2007/08 Midyear Adjustments
Fund Summary

Fund	Fund Description	Current Budget	Adjustment to FY 2006/07 Actual	Adjustments			Total Adjustments	Adjusted Budget
				Mid-year Adjustments	Grant Adjustments	Other		
General Fund and Subfunds								
00100	General Fund	274,557,939	10,334,947	(9,172,412)	-	-	1,162,535	275,720,474
00108	Facilities Maintenance Fund	1,670,500	-	-	-	-	-	1,670,500
11400	Article V Technology	1,416,063	1,181,072	-	-	-	1,181,072	2,597,135
12300	Alcohol / Drug Abuse	75,000	9,063	-	-	-	9,063	84,063
12302	Teen Court	167,434	64,248	-	-	-	64,248	231,682
12901	Civil Mediation: County	185,975	16,184	-	-	-	16,184	202,159
12902	Civil Mediation: Circuit	238,257	7,117	-	-	-	7,117	245,374
12903	Family Mediation	190,000	17,705	-	-	-	17,705	207,705
13000	Stormwater	13,829,443	1,549,413	-	-	-	1,549,413	15,378,856
13100	Economic Development	2,015,431	132,139	1,000,000	-	-	1,132,139	3,147,570
30600	Infrastructure Improvements	10,033,064	19,055	-	-	-	19,055	10,052,119
60302	Public Safety - System Wide Training	160,248	13,385	-	-	-	13,385	173,633
60303	Libraries	259,252	22,507	-	-	-	22,507	281,759
60304	Animal Control	40,000	43,670	-	-	-	43,670	83,670
60305	Historical Commission	-	24,475	-	-	-	24,475	24,475
60307	4 H Counsel / Cooperative Extension	-	-	-	-	-	-	-
	Total General Fund	304,838,606	13,434,980	(8,172,412)	-	-	5,262,568	310,101,174
Special Revenue Funds								
10101	Transportation Trust	34,906,932	1,597,233	(615,338)	-	-	981,895	35,888,827
10102	Ninth Cent Gas Tax	4,558,814	(102,440)	(124,637)	-	-	(227,077)	4,331,737
	Total Transportation Trust	39,465,746	1,494,793	(739,975)	-	-	754,818	40,220,564
00101	Police Education	253,188	86,189	-	-	-	86,189	339,377
00103	Natural Lands Endowment	864,842	269,939	-	-	-	269,939	1,134,781
00104	Boating Improvements	595,667	(35,075)	-	-	-	(35,075)	560,592



Seminole County
FY 2007/08 Midyear Adjustments
Fund Summary

Fund	Fund Description	Current Budget	Adjustment to FY 2006/07 Actual	Adjustments		Total Adjustments	Adjusted Budget
				Mid-year Adjustments	Grant Adjustments		
10400	Development Review	6,158,400	(111,917)	-	-	(111,917)	6,046,483
11000	Tourist Development	6,150,000	76,568	-	-	76,568	6,226,568
11200	Fire Protection	69,366,456	5,612,076	-	-	5,612,076	74,978,532
11500	Infrastructure Sales Tax: 1991	175,010,748	8,599,481	-	-	8,599,481	183,610,229
11541	Infrastructure Sales Tax: 2001	134,875,489	6,277,707	(3,940,384)	-	2,337,323	137,212,812
	Total Infrastructure Sales Tax	309,886,237	14,877,188	(3,940,384)	-	10,936,804	320,823,041
11800	EMS Trust	426,091	-	-	-	-	426,091
00102	Tank Inspections	228,000	-	-	-	-	228,000
00106	Petroleum Clean-up	573,507	-	-	-	-	573,507
11901	CDBG	5,143,253	-	-	(2,331)	(2,331)	5,140,922
11902	HOME	3,679,745	-	-	22,474	22,474	3,702,219
11903	Drug Abuse	-	-	-	-	-	-
11904	Emergency Shelter	106,251	-	-	-	-	106,251
11905	CSBG	256,233	-	-	-	-	256,233
11907	Hazardous Mitigation - Wind Grant	817,731	-	-	-	-	817,731
11908	Disaster Preparedness	102,959	-	-	-	-	102,959
11910	EMS Matching	-	-	-	-	-	-
11911	Hurricane Housing & Recovery	596,347	-	-	(23,000)	(23,000)	573,347
11912	Public Safety Grants (State)	6,589	-	-	-	-	6,589
11913	Public Safety Grants (Other)	5,000	-	-	-	-	5,000
11914	FRDAP Grants	200,000	-	-	-	-	200,000
11915	Public Safety Grants (Federal)	901,374	-	-	(110,682)	(110,682)	790,692
11916	Public Works Grants (State)	2,855,502	-	-	-	-	2,855,502
11917	Library & Leisure Grants (Federal)	-	-	-	-	-	-
11918	Planning & Development Grants (State)	-	-	-	-	-	-
11919	Shelter Plus Care	618,994	-	-	10,294	10,294	629,288
	Total Grants	16,091,485	0	0	(103,245)	(103,245)	15,988,240



Seminole County
FY 2007/08 Midyear Adjustments
Fund Summary

Fund	Fund Description	Current Budget	Adjustment to FY 2006/07 Actual	Adjustments			Total Adjustments	Adjusted Budget
				Mid-year Adjustments	Grant Adjustments	Other		
12006	SHIP: FY05/06	3,272,728	-	-	(26,033)	-	(26,033)	3,246,695
12007	SHIP: FY06/07	5,048,643	-	-	(1,630)	-	(1,630)	5,047,013
12008	SHIP: FY07/08	3,782,833	-	-	-	-	-	3,782,833
	Total SHIP	12,104,204	-	-	(27,663)	-	(27,663)	12,076,541
12101	Law Enforcement: Local	-	-	-	-	-	-	-
12102	Law Enforcement: Justice	-	-	-	-	-	-	-
12103	Law Enforcement: Federal	-	-	-	-	-	-	-
	Total Law Enforcement Trust	-	-	-	-	-	-	-
12500	Emergency 911	4,025,000	710,791	-	-	-	710,791	4,735,791
12601	Arterial Impact Fee	(48,672,205)	600,079	-	-	-	600,079	(48,072,126)
12602	North Collector Impact Fee	3,979,878	216,664	-	-	-	216,664	4,196,542
12603	West Collector Impact Fee	(517,106)	114,422	-	-	-	114,422	(402,684)
12604	East Collector Impact Fee	3,658,128	253,301	-	-	-	253,301	3,911,429
12605	South Central Impact Fee	(12,427,997)	421,732	-	-	-	421,732	(12,006,265)
	Total Transportation Impact Fees	(53,979,302)	1,606,198	-	-	-	1,606,198	(52,373,104)
12801	Fire/Rescue Impact Fees	3,443,927	(25,954)	-	-	-	(25,954)	3,417,973
12802	Law Enforcement Impact Fees	-	-	-	-	-	-	-
12804	Library - Impact Fees	496,832	(89,546)	-	-	-	(89,546)	407,286
12805	Drainage - Impact Fees	-	-	-	-	-	-	-
	Total Development Impact Fees	3,940,759	(115,500)	-	-	-	(115,500)	3,825,259
13300	17/92 Redevelopment Agency	6,705,633	1,415,986	-	-	-	1,415,986	8,121,619



Seminole County
FY 2007/08 Midyear Adjustments
Fund Summary

Fund	Fund Description	Current Budget	Adjustment to FY 2006/07 Actual	Adjustments			Total Adjustments	Adjusted Budget
				Mid-year Adjustments	Grant Adjustments	Other		
15000	MSBU: Streetlighting Districts	2,545,700	212,448	-	-	-	212,448	2,758,148
15100	MSBU: Residential Solid Waste	16,418,548	1,376,376	-	-	-	1,376,376	17,794,924
16000	MSBU: Main	365,357	340,817	12,400	-	-	353,217	718,574
16005	MSBU: Lake Mills Aquatic Weed	13,605	653	-	-	-	653	14,258
16006	MSBU: Lake Picket	92,400	1,730	-	-	-	1,730	94,130
16007	MSBU: Lake Amory	6,940	176	-	-	-	176	7,116
16010	MSBU: Cedar Ridge Landscape	34,355	4,982	-	-	-	4,982	39,337
16013	MSBU: Howell Creek	6,899	3,166	-	-	-	3,166	10,065
16025	MSBU: Mirror Lake	15,390	19,773	-	-	-	19,773	35,163
16026	MSBU: Spring Lake	38,220	4,692	-	-	-	4,692	42,912
	Total MSBU Fund	573,166	375,989	12,400	-	-	388,389	961,555
Debt Service Funds								
21400	Gas Tax Revenue Refunding Bonds	1,253,299	29,009	-	-	-	29,009	1,282,308
22100	Limited G.O. Bonds	5,362,636	436,678	-	-	-	436,678	5,799,314
22500	Sales Tax Revenue Bonds	7,175,446	188,151	-	-	-	188,151	7,363,597
Capital Project Funds								
32000	Jail Expansion Projects	34,473,817	2,017,654	-	-	-	2,017,654	36,491,471
32100	Natural Lands/Trails Projects	19,399,952	1,281,687	300,000	-	-	1,581,687	20,981,639
32200	Courthouse Facilities Projects	3,251,458	203,006	-	-	-	203,006	3,454,464



Seminole County
FY 2007/08 Midyear Adjustments
Fund Summary

Fund	Fund Description	Current Budget	Adjustment to FY 2006/07 Actual	Adjustments			Total Adjustments	Adjusted Budget
				Mid-year Adjustments	Grant Adjustments	Other		
Enterprise Funds								
40100	Water & Sewer: Operating	64,711,370	1,904,016	(845,000)	-	-	1,059,016	65,770,386
40101	Water & Sewer: 1992 Bond Proceeds	10,302,295	(1,530,118)	(88,000)	-	-	(1,618,118)	8,684,177
40102	Water & Sewer: Connection Fees - Water	9,433,584	942,989	(150,000)	-	-	792,989	10,226,573
40103	Water & Sewer: Connection Fees - Sewer	24,824,413	1,285,513	(485,000)	-	-	800,513	25,624,926
40104	Water & Sewer: 1999 Debt Projects	1,496,604	(62,376)	-	-	-	(62,376)	1,434,228
40105	Water & Sewer: Bond Series 2006	162,710,214	(5,338,053)	-	-	-	(5,338,053)	157,372,161
	Total Water & Sewer	273,478,480	(2,798,029)	(1,568,000)	-	-	(4,366,029)	269,112,451
40201	Solid Waste: Operating	42,715,698	3,040,151	-	-	-	3,040,151	45,755,849
40204	Solid Waste: Landfill Management Escrow	6,409,681	3,283,378	2,889,846	-	-	6,173,224	12,582,905
	Total Solid Waste	49,125,379	6,323,529	2,889,846	-	-	9,213,375	58,338,754
50100	Self Insurance	16,974,242	1,026,684	-	-	-	1,026,684	18,000,926
	Grand Total	1,156,925,135	49,995,398	(11,218,525)	(130,908)	-	38,645,965	1,195,571,100



Seminole County
FY 2007/08 Midyear Adjustments
Beginning Fund Balance Summary

Fund	Fund Description	FY2006/07 Ending Fund Balance			FY 2007/08 Adjusted Beg Fund Bal	Non-Budgetary Items	Actual 30-Sep-07 Ending Fund Balance
		FY 2007/08 Current Beg Fund Bal	Adjustment for FY 2006/07 Carryforward	FY 2006/07 Ending Fund Balance			
General Fund and Subfunds							
00100	General Fund	43,806,085	10,334,947	54,141,032	1,478	54,142,510	
00108	Facilities Maintenance Fund	-	-	-	-	-	
11400	Article V Technology	316,063	1,181,072	1,497,135	-	1,497,135	
12300	Alcohol / Drug Abuse	-	9,063	9,063	-	9,063	
12302	Teen Court	-	64,248	64,248	-	64,248	
12901	Civil Mediation: County	185,975	16,184	202,159	-	202,159	
12902	Civil Mediation: Circuit	238,257	7,117	245,374	-	245,374	
12903	Family Mediation	190,000	17,705	207,705	-	207,705	
13000	Stormwater	4,174,137	1,549,413	5,723,550	-	5,723,550	
13100	Economic Development	809,906	132,139	942,045	-	942,045	
30600	Infrastructure Improvements	9,129,593	19,055	9,148,648	-	9,148,648	
60302	Public Safety - System Wide Training	119,038	13,385	132,423	-	132,423	
60303	Libraries	202,752	22,507	225,259	-	225,259	
60304	Animal Control	40,000	43,670	83,670	-	83,670	
60305	Historical Commission	-	24,475	24,475	-	24,475	
60307	4 H Counsel / Cooperative Extension	-	-	-	28,939	28,939	
Total General Fund		59,211,806	13,434,980	72,646,786	30,417	72,677,203	
Special Revenue Funds							
10101	Transportation Trust	8,300,858	1,597,233	9,898,091	-	9,898,091	
10102	Ninth Cent Gas Tax	311,822	(102,440)	209,382	-	209,382	
Total Transportation Trust		8,612,680	1,494,793	10,107,473	-	10,107,473	
00101	Police Education	8,660	86,189	94,849	-	94,849	
00103	Natural Lands Endowment	829,842	269,939	1,099,781	-	1,099,781	
00104	Boating Improvements	489,667	(35,075)	454,592	-	454,592	



Seminole County
FY 2007/08 Midyear Adjustments
Beginning Fund Balance Summary

Fund	Fund Description	FY2006/07 Ending Fund Balance			FY 2007/08 Adjusted Beg Fund Bal	Non-Budgetary Items	Actual 30-Sep-07 Ending Fund Balance
		FY 2007/08 Current Beg Fund Bal	Adjustment for FY 2006/07 Carryforward	FY 2006/07 Ending Fund Balance			
10400	Development Review	3,009,900	(111,917)	2,897,983	-	2,897,983	
11000	Tourist Development	3,500,000	76,568	3,576,568	-	3,576,568	
11200	Fire Protection	19,666,086	5,612,076	25,278,162	-	25,278,162	
11500	Infrastructure Sales Tax: 1991	170,585,707	8,599,481	179,185,188	-	179,185,188	
11541	Infrastructure Sales Tax: 2001	86,828,561	6,277,707	93,106,268	-	93,106,268	
	Total Infrastructure Sales Tax	257,414,268	14,877,188	272,291,456	-	272,291,456	
11800	EMS Trust	-	-	-	-	-	
00102	Tank Inspections	-	-	-	130,534	130,534	
00106	Petroleum Clean-up	-	-	-	276,790	276,790	
11901	CDBG	-	-	-	(98,311)	(98,311)	
11902	HOME	-	-	-	63,022	63,022	
11903	Drug Abuse (Closed 9-30-07)	-	-	-	(119,147)	(119,147)	
11904	Emergency Shelter	-	-	-	-	-	
11905	CSBG	-	-	-	21	21	
11907	Hazardous Mitigation-Wind Grant	-	-	-	176,413	176,413	
11908	Disaster Preparedness	-	-	-	11,852	11,852	
11910	EMS Matching	-	-	-	-	-	
11911	Hurricane Housing & Recovery	-	-	-	-	-	
11912	Public Safety Grants (State)	-	-	-	714	714	
11913	Public Safety Grants (Other)	-	-	-	-	-	
11914	FRDAP Grants	-	-	-	-	-	
11915	Public Safety Grants (Federal)	-	-	-	442	442	
11916	Public Works Grants (State)	-	-	-	(187,405)	(187,405)	
11917	Library & Leisure Grants (Federal)	-	-	-	(21,446)	(21,446)	
11918	Planning & Development Grants (State)	-	-	-	12,591	12,591	
11919	Shelter Plus Care	-	-	-	-	-	
	Total Grants	-	-	-	246,070	246,070	



Seminole County
FY 2007/08 Midyear Adjustments
Beginning Fund Balance Summary

Fund	Fund Description	FY2006/07 Ending Fund Balance			FY 2007/08 Adjusted Beg Fund Bal	Non-Budgetary Items	Actual 30-Sep-07 Ending Fund Balance
		FY 2007/08 Current Beg Fund Bal	Adjustment for FY 2006/07 Carryforward				
12006	SHIP: FY05/06	-	-	-	-	-	-
12007	SHIP: FY06/07	-	-	-	-	-	-
	Total SHIP	-	-	-	-	-	-
12101	Law Enforcement: Local	-	-	-	23,626	23,626	23,626
12102	Law Enforcement: Justice	-	-	-	37,795	37,795	37,795
12103	Law Enforcement: Federal	-	-	-	16	16	16
	Total Law Enforcement Trust	-	-	-	61,437	61,437	61,437
12500	Emergency 911	1,500,000	710,791	2,210,791	-	2,210,791	2,210,791
12601	Arterial Impact Fee	(53,012,205)	600,079	(52,412,126)	-	(52,412,126)	(52,412,126)
12602	North Collector Impact Fee	3,872,112	216,664	4,088,776	-	4,088,776	4,088,776
12603	West Collector Impact Fee	(867,106)	114,422	(752,684)	-	(752,684)	(752,684)
12604	East Collector Impact Fee	3,311,689	253,301	3,564,990	-	3,564,990	3,564,990
12605	South Central Impact Fee	(12,752,997)	421,732	(12,331,265)	-	(12,331,265)	(12,331,265)
	Total Transportation Impact Fees	(59,448,507)	1,606,198	(57,842,309)	-	(57,842,309)	(57,842,309)
12801	Fire/Rescue Impact Fees	3,143,927	(25,954)	3,117,973	-	3,117,973	3,117,973
12802	Law Enforcement Impact Fees	-	-	-	5,350	5,350	5,350
12804	Library - Impact Fees	341,832	(89,546)	252,286	-	252,286	252,286
12805	Drainage - Impact Fees	-	-	-	19,329	19,329	19,329
	Total Development Impact Fees	3,485,759	(115,500)	3,370,259	24,679	3,394,938	3,394,938
13300	17/92 Redevelopment Agency	4,260,635	1,415,986	5,676,621	-	5,676,621	5,676,621



Seminole County
FY 2007/08 Midyear Adjustments
Beginning Fund Balance Summary

Fund	Fund Description	FY2006/07 Ending Fund Balance			FY 2007/08 Adjusted Beg Fund Bal	Non-Budgetary Items	Actual 30-Sep-07 Ending Fund Balance
		FY 2007/08 Current Beg Fund Bal	Adjustment for FY 2006/07 Carryforward	FY 2007/08 Adjusted Beg Fund Bal			
15000	MSBU: Streetlighting Districts	255,000	212,448	467,448	-	467,448	
15100	MSBU: Residential Solid Waste	4,627,048	1,376,376	6,003,424	-	6,003,424	
16000	MSBU: Main	295,562	340,817	636,379	-	636,379	
16005	MSBU: Lake Mills Aquatic Weed	1,000	653	1,653	-	1,653	
16006	MSBU: Lake Picket	67,450	1,730	69,180	-	69,180	
16007	MSBU: Lake Amory	40	176	216	-	216	
16010	MSBU: Cedar Ridge Landscape	1,105	4,982	6,087	-	6,087	
16013	MSBU: Howell Creek	6,309	3,166	9,475	-	9,475	
16025	MSBU: Mirror Lake	-	19,773	19,773	-	19,773	
16026	MSBU: Spring Lake	500	4,692	5,192	-	5,192	
	Total MSBU Fund	371,966	375,989	747,955	-	747,955	
Debt Service Funds							
21400	Gas Tax Revenue Refunding Bonds	-	29,009	29,009	-	29,009	
22100	Limited G.O. Bonds	698,774	436,678	1,135,452	-	1,135,452	
22500	Sales Tax Revenue Bonds	-	188,151	188,151	-	188,151	
	Total Debt Service Funds	698,774	653,838	1,352,612	-	1,352,612	
Capital Project Funds							
32000	Jail Expansion Project	34,473,817	2,017,654	36,491,471	-	36,491,471	
32100	Natural Lands/Trails Projects	15,269,460	1,281,687	16,551,147	-	16,551,147	
32200	Courthouse Facilities Projects	3,251,458	203,006	3,454,464	-	3,454,464	
	Total Capital Project Funds	52,994,735	3,502,347	56,497,082	-	56,497,082	



Seminole County
FY 2007/08 Midyear Adjustments
Beginning Fund Balance Summary

Fund	Fund Description	FY2006/07 Ending Fund Balance			FY 2007/08 Adjusted Beg Fund Bal	Non-Budgetary Items	Actual 30-Sep-07 Ending Fund Balance
		FY 2007/08 Current Beg Fund Bal	Adjustment for FY 2006/07 Carryforward				
Enterprise Funds							
40100	Water & Sewer: Operating	13,834,025	1,904,016	15,738,041	-	15,738,041	
40101	Water & Sewer: 1992 Bond Proceeds	10,084,295	(1,530,118)	8,554,177	-	8,554,177	
40102	Water & Sewer: Connection Fees - Water	8,248,584	942,989	9,191,573	-	9,191,573	
40103	Water & Sewer: Connection Fees - Sewer	21,309,413	1,285,513	22,594,926	-	22,594,926	
40104	Water & Sewer: 1999 Debt Projects	1,496,604	(62,376)	1,434,228	-	1,434,228	
40105	Water & Sewer: Bonds Series 2006	159,810,214	(5,338,053)	154,472,161	-	154,472,161	
		214,783,135	(2,798,029)	211,985,106	-	211,985,106	
40201	Solid Waste: Operating	27,582,398	3,040,151	30,622,549	-	30,622,549	
40204	Solid Waste: Landfill Management Escrow	6,254,681	3,283,378	9,538,059	-	9,538,059	
		33,837,079	6,323,529	40,160,608	-	40,160,608	
50100	Self Insurance	8,641,370	1,026,684	9,668,054	-	9,668,054	
	Grand Total	\$ 618,749,903	\$ 49,995,398	\$ 668,745,301	\$ 362,603	\$ 669,107,904	



Seminole County
FY 2007/08 Midyear Adjustments
Ending Fund Balance / Reserves*

Fund	Fund Description	Budgetary Fund Reserves	Adjustments		Adjusted Budgetary Fund Reserves
			Adjustment to FY2006/07 Actual	Other Mid-Year Adjustments	
General Fund and Subfunds					
00100	General Fund	24,569,704	10,334,947	(10,172,412)	24,732,239
00108	Facilities Maintenance Fund	-	-	-	-
11400	Article V Technology	127,092	1,181,072	-	1,308,164
12300	Alcohol / Drug Abuse	-	9,063	-	9,063
12302	Teen Court	-	64,248	-	64,248
12901	Civil Mediation: County	-	16,184	-	16,184
12902	Civil Mediation: Circuit	-	7,117	-	7,117
12903	Family Mediation	-	17,705	-	17,705
13000	Stormwater	683,021	1,549,413	-	2,232,434
13100	Economic Development	220,816	132,139	1,000,000	1,352,955
30600	Infrastructure Improvements	-	19,055	-	19,055
60302	Public Safety - System Wide Training	-	13,385	-	13,385
60303	Libraries	-	22,507	-	22,507
60304	Animal Control	-	43,670	-	43,670
60305	Historical Commission	-	24,475	-	24,475
60307	4 H Counsel / Cooperative Extension	-	-	-	-
	Total General Fund	25,600,633	13,434,980	(9,172,412)	29,863,201
Special Revenue Funds					
10101	Transportation Trust	5,518,938	1,597,233	(615,338)	6,500,833
10102	Ninth Cent Gas Tax	-	(102,440)	(124,637)	(227,077)
	Total Transportation Trust	5,518,938	1,494,793	(739,975)	6,273,756
00101	Police Education	-	86,189	-	86,189
00103	Natural Lands Endowment	505,506	269,939	-	775,445
00104	Boating Improvements	496,004	(35,075)	-	460,929

* Ending Fund Balance includes reserves for contingencies, capital improvements, and balances restricted for specified purposes.



Seminole County
FY 2007/08 Midyear Adjustments
Ending Fund Balance / Reserves*

Fund	Fund Description	Budgetary Fund Reserves	Adjustments		Adjusted Budgetary Fund Reserves
			Adjustment to FY2006/07 Actual	Other Mid-Year Adjustments	
10400	Development Review	1,740,263	(111,917)	-	1,628,346
11000	Tourist Development	3,547,326	76,568	-	3,623,894
11200	Fire Protection	12,505,858	5,612,076	-	18,117,934
11500	Infrastructure Sales Tax: 1991	85,109,943	8,599,481	-	93,709,424
11541	Infrastructure Sales Tax: 2001	3,016,377	6,277,707	(3,940,384)	5,353,700
	Total Infrastructure Sales Tax	88,126,320	14,877,188	(3,940,384)	99,063,124
11800	EMS Trust	-	-	-	-
00102	Tank Inspections	-	-	-	-
00106	Petroleum Clean-up	-	-	-	-
11901	CDBG	-	-	-	-
11902	HOME	-	-	-	-
11903	Drug Abuse	-	-	-	-
11904	Emergency Shelter	-	-	-	-
11905	CSBG	-	-	-	-
11907	Hazardous Mitigation-Wind Grant	-	-	-	-
11908	Disaster Preparedness	-	-	-	-
11910	EMS Matching	-	-	-	-
11911	Hurricane Housing & Recovery	-	-	-	-
11912	Public Safety Grants (State)	-	-	-	-
11913	Public Safety Grants (Other)	-	-	-	-
11914	FRDAP Grants	-	-	-	-
11915	Public Safety Grants (Federal)	-	-	-	-
11916	Public Works Grants (State)	-	-	-	-
11917	Library & Leisure Grants (Federal)	-	-	-	-
11918	Planning & Development Grants (State)	-	-	-	-
11919	Shelter Plus Care Fund	-	-	-	-
	Total Grants	-	-	-	-

* Ending Fund Balance includes reserves for contingencies, capital improvements, and balances restricted for specified purposes.



Seminole County
FY 2007/08 Midyear Adjustments
Ending Fund Balance / Reserves*

Fund	Fund Description	Budgetary Fund Reserves	Adjustments		Adjusted Budgetary Fund Reserves
			Adjustment to FY2006/07 Actual	Other Mid-Year Adjustments	
12006	SHIP: FY05/06	-	-	-	-
12007	SHIP: FY06/07	-	-	-	-
	Total SHIP	-	-	-	-
12101	Law Enforcement: Local	-	-	-	-
12102	Law Enforcement: Justice	-	-	-	-
12103	Law Enforcement: Federal	-	-	-	-
	Total Law Enforcement Trust	-	-	-	-
12500	Emergency 911	82,283	710,791	-	793,074
12601	Arterial Impact Fee	(55,307,152)	600,079	-	(54,707,073)
12602	North Collector Impact Fee	3,098,195	216,664	-	3,314,859
12603	West Collector Impact Fee	(8,193,358)	114,422	-	(8,078,936)
12604	East Collector Impact Fee	1,094,663	253,301	-	1,347,964
12605	South Central Impact Fee	(14,245,057)	421,732	-	(13,823,325)
	Total Transportation Impact Fees	(73,552,709)	1,606,198	-	(71,946,511)
12801	Fire/Rescue Impact Fees	398,227	(25,954)	-	372,273
12802	Law Enforcement Impact Fees	-	-	-	-
12804	Library - Impact Fees	149,112	(89,546)	-	59,566
12805	Drainage - Impact Fees	-	-	-	-
	Total Development Impact Fees	547,339	(115,500)	-	431,839
13300	17/92 Redevelopment Agency	4,383,098	1,415,986	-	5,799,084

* Ending Fund Balance includes reserves for contingencies, capital improvements, and balances restricted for specified purposes.



Seminole County
FY 2007/08 Midyear Adjustments
Ending Fund Balance / Reserves*

Fund	Fund Description	Budgetary Fund Reserves	Adjustments		Adjusted Budgetary Fund Reserves
			Adjustment to FY2006/07 Actual	Other Mid-Year Adjustments	
15000	MSBU: Streetlighting Districts	-	212,448	(212,448)	-
15100	MSBU: Residential Solid Waste	3,743,548	1,376,376	(919,924)	4,200,000
16000	MSBU: Main	-	340,817	(340,817)	-
16005	MSBU: Lake Mills Aquatic Weed	-	653	(653)	-
16006	MSBU: Lake Picket	-	1,730	(1,730)	-
16007	MSBU: Lake Amory	-	176	(176)	-
16010	MSBU: Cedar Ridge Landscape	-	4,982	(4,982)	-
16013	MSBU: Howell Creek	-	3,166	(3,166)	-
16025	MSBU: Mirror Lake	-	19,773	(19,773)	-
16026	MSBU: Spring Lake	-	4,692	(4,692)	-
	Total MSBU Fund	-	375,989	(375,989)	-
<u>Debt Service Funds</u>					
21400	Gas Tax Revenue Refunding Bonds	-	29,009	-	29,009
22100	Limited G.O. Bonds	-	436,678	-	436,678
22500	Sales Tax Revenue Bonds	-	188,151	-	188,151
<u>Capital Project Funds</u>					
32000	Jail Expansion Project	-	2,017,654	-	2,017,654
32100	Natural Lands/Trails Projects	690,932	1,281,687	2,412,397	4,385,016
32200	Courthouse Facilities Projects	-	203,006	-	203,006

* Ending Fund Balance includes reserves for contingencies, capital improvements, and balances restricted for specified purposes.



Seminole County
FY 2007/08 Midyear Adjustments
Ending Fund Balance / Reserves*

Fund	Fund Description	Budgetary Fund Reserves	Adjustments		Adjusted Budgetary Fund Reserves
			Adjustment to FY2006/07 Actual	Other Mid-Year Adjustments	
Enterprise Funds					
40100	Water & Sewer: Operating	8,606,508	1,904,016	(845,000)	9,665,524
40101	Water & Sewer: 1992 Bond Proceeds	10,302,295	(1,530,118)	(88,000)	8,684,177
40102	Water & Sewer: Connection Fees - Water	2,700,589	942,989	(150,000)	3,493,578
40103	Water & Sewer: Connection Fees - Sewer	10,009,792	1,285,513	(485,000)	10,810,305
40104	Water & Sewer: 1999 Debt Projects	1,496,604	(62,376)	-	1,434,228
40105	Water & Sewer: Bond Series 2006	23,865,310	(5,338,053)	-	18,527,257
		<u>56,981,098</u>	<u>(2,798,029)</u>	<u>(1,568,000)</u>	<u>52,615,069</u>
40201	Solid Waste: Operating	20,813,713	3,040,151	(2,889,846)	20,964,018
40204	Solid Waste: Landfill Management Escrow	6,409,681	3,283,378	2,889,846	12,582,905
		<u>27,223,394</u>	<u>6,323,529</u>	<u>-</u>	<u>33,546,923</u>
50100	Self Insurance	6,472,584	1,026,684	-	7,499,268
	Grand Total	\$ 164,612,415	\$ 49,995,398	\$ (14,516,735)	\$ 200,091,078

* Ending Fund Balance includes reserves for contingencies, capital improvements, and balances restricted for specified purposes.

Seminole County
FY 2007/08 Midyear Adjustments
Other Adjustments



Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
General Fund							
Revenue							
00100		335120		State Revenue Sharing	(836,841)		Revenue Reduction: Decrease State Revenue Sharing based on current trends - Revised Estimate \$8,526,851
00100		335180		Half Cent Sales Tax	(2,638,971)		Revenue Reduction: Decrease Half-Cent Sales Tax based on current trend - Revised Estimate \$23,511,333
00100		369505		Article V Administrative Fee	(886,600)		Revenue Reduction: Delete Article V Administrative Fee
00100		366330		Sheriff Contributions	(560,000)		Revenue Reduction: Delete Sheriff Contributions inadvertently budgeted under two sources - contributions and miscellaneous revenue
00100		386200		Excess Fees - Clerk	(1,750,000)		Revenue Reduction: Reduction in Clerk Excess Fees from \$2.0M to \$250,000 based on prior year actual revenue of \$450,000 and because the Clerk cannot guarantee more than \$250,000.
00100		386400		Excess Fees - Tax Collector	(2,500,000)		Revenue Reduction: Reduce Tax Collector Excess fees from \$4.5M to \$2.0M due to the opening of a new branch office to include renovation costs - One time adjustment
Central Accounts - Transfers							
00100	014001	590910.13100		Transfer to Economic Development		\$ 1,000,000	Appropriation: Transfer \$1.0M FY 2006/07 Port Authority Contribution to Economic Development for incentive contracts
Total General Fund					\$ (9,172,412)	\$ 1,000,000	
Economic Development							
13100		381100.00100				1,000,000	Revenue Increase: Transfer in \$1.0M - FY 2006/07 Port Authority Contribution not made in previous year to Economic Development for incentive contracts
Total Economic Development Fund					\$ 1,000,000	\$ -	



Seminole County
FY 2007/08 Midyear Adjustments
Other Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
Transportation Trust							
Revenue							
10101		312400		Local Option Gas Tax	(404,705)		Revenue Reduction: Decrease in Local Option Gas Tax based on current collection trends. Revised Estimate \$1,730,638.
10101		335491		Constitutional Gas Tax	(102,646)		Revenue Reduction: Decrease in the Constitutional Gas Tax based on current collection trends. Revised Estimate \$3,742,461.
10101		335492		County Gas Tax	(107,987)		Revenue Reduction: Decrease in the County Gas Tax based on current collection trends. Revised Estimate \$1,632,300.
				Total Transportation Trust Fund	\$ (615,338)	\$ -	
Ninth Cent Gas Tax							
Revenue							
10102		312300		County Voted Gas Tax	(124,637)		Revenue Reduction: Decrease in Local Option Gas Tax based on current collection trends. Revised Estimate \$2,175,363.
				Total Ninth Cent Gas Tax Fund	\$ (124,637)	\$ -	
Infrastructure Sales Tax: 2001							
Revenue							
11541		312600		Discretionary Sales Surtax	(3,940,384)		Revenue Reduction: Decrease in Discretionary Sales Tax based on current collection trends. Revised Estimate \$38,242,840.
				Total Infrastructure Sales Tax: 2001	\$ (3,940,384)	\$ -	

Seminole County
FY 2007/08 Midyear Adjustments
Other Adjustments



Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
Streetlighting Districts							
15000	090281	530499		Charges/Obligations-Contingency	-	212,448	Appropriation: Operating Contingency
Total Streetlighting Fund					\$ -	\$ 212,448	
MSBU: Residential Solid Waste							
15100	085200	530499		Charges/Obligations-Contingency	-	919,924	Appropriation: Operating Contingency
Total MSBU: Residential Solid Waste Fund					\$ -	\$ 919,924	
Municipal Service Benefit Unit							
16000	075100	530499		Charges/Obligations-Contingency	\$	353,217	Appropriation: Operating Contingency
16000	381100.16005			Transfer In From 16005	(6,000)		Revenue Reduction: Decrease Transfer In
16000	381100.16025			Transfer In From 160025	18,400		Revenue Increase - Increase transfer in
16005	075118	590910.16000		Transfer to Fund 16000	-	(6,000)	Appropriation: Decrease transfer to MSBU fund (16000) - additional funds needed for maintenance expenses associated with the Lake Mills Aquatic Weed Program
16005	075118	530340		Contracted Services	\$	6,653	Appropriation: Program Maintenance-Aquatic Weed
16006	075106	530499		Charges/Obligations-Contingency	\$	1,730	Appropriation: Operating Contingency
16007	075107	530499		Charges/Obligations-Contingency	\$	176	Appropriation: Operating Contingency
16010	075110	530499		Charges/Obligations-Contingency	\$	4,982	Appropriation: Operating Contingency
16013	075113	530499		Charges/Obligations-Contingency	\$	3,166	Appropriation: Operating Contingency
16025	075125	590910.16000		Transfer to Fund 16000	-	18,400	Appropriation - Increase transfer of \$18,400 from Fund 16025 to the MSBU fund as reimbursement of loan funds not required for use by the Lake Mirror Aquatic Weed MSBU
16025	075125	530499		Charges/Obligations-Contingency		1,373	Appropriation: Operating Contingency
16026	075113	530499		Charges/Obligations-Contingency	\$	4,692	Appropriation: Operating Contingency
Total MSBU Fund					\$ 12,400	\$ 388,389	

Seminole County
FY 2007/08 Midyear Adjustments
Other Adjustments



Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description	
Natural Lands								
32100		361100		Interest on Investments	300,000		Revenue Increase: FY 2007/08 Estimated Interest on Investments	
Leisure Services Department - Trails								
32100	113020	560610		Land		\$ (2,112,397)	Appropriation Elimination: Move to Fund Reserve pending appropriation for specific purpose	
					Total Natural Lands Fund	\$ 300,000	\$ (2,112,397)	
Water and Sewer Operating Fund								
40100		343360		Recycled Water		\$ (655,000)	Revenue Reduction: due to delayed completion of improvements to the City of Orlando Iron Bridge facility. Orlando is the provider of our reclaimed water in the Southeastern portion of the county. Completion is now estimated by June 30.	
40100		361100		Interest on Investments		(190,000)	Revenue Reduction: based on actual year to date interest accrual trend.	
					Total Water and Sewer: Operating Fund	\$ (845,000)	\$ -	
Water and Sewer: 1992 Bond Proceeds								
40101		361100		Interest on Investments		(88,000)	Revenue Reduction: based on actual year to date interest accrual trend.	
					Total Water and Sewer: 1992 Bond Proceeds Fund	\$ (88,000)	\$ -	
Water and Sewer: Connection Fees - Water								
40102		361100		Interest on Investments		(150,000)	Revenue Reduction: based on actual year to date interest accrual trend.	
					Total Water and Sewer: Connection Fees - Water Fund	\$ (150,000)	\$ -	

Seminole County
FY 2007/08 Midyear Adjustments
Other Adjustments



Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
Water and Sewer: Connection Fees - Sewer							
40103		361100		Interest on Investments	(485,000)		Revenue Reduction: based on actual year to date interest accrual trend.
		Total Water and Sewer: Connection Fees - Sewer Fund		\$ (485,000)	\$	-	
Solid Waste: Operating							
40201	087001	590910.40204		Transfer to Fund 40204	-	\$ 2,889,846	Appropriation: Transfer of \$2,889,846 from Fund 40201 to Fund 40204 to fully fund the Landfill Escrow for the closure liability at 9/30/07.
		Total Solid Waste: Operating Fund		\$	-	\$ 2,889,846	
Solid Waste: Landfill Management Escrow							
40204		381100.40201		Transfer From Fund 40201	2,889,846	\$ -	Revenue Increase: Transfer of \$2,889,846 from Fund 40201 to Fund 40204 to fully fund the Landfill Escrow for the closure liability at 9/30/07.
		Total Solid Waste: Landfill Management Escrow Fund		\$ 2,889,846	\$	-	
		Total Adjustments		\$ (11,218,525)	\$	3,298,210	
		Fund Adjustment		\$ (11,218,525)			Adjustment to Fund Summary
		Adjust for Uses		(3,298,210)			
		EFB/Reserve Adjustment		\$ (14,516,735)			Adjustment to Ending FB Reserves



Seminole County
FY 2007/08 Midyear Adjustments
Grant Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
Community Development Block Grant							
11901		331540.CF		CDBG Carry Forward	\$ (2,331)		Revenue Reduction: Adjust carry forward for FY 2006/07 actual expenditures
11901	066522	510120		Regular Salaries and Wages	\$	(2,000)	Appropriation: Decrease to offset revenue reduction
11901	066522	510230		Health and Life Insurance		(331)	Appropriation: Decrease to offset revenue reduction
				Total Community Development Block Grant	\$ (2,331)	\$ (2,331)	
HOME Program Grant							
11902		331590		Home Program	\$ 22,474		Revenue Increase: Adjust carry forward for FY 2006/07 actual expenditures
11902	066607	580821		Aid to Private Organizations	\$ 22,474		Appropriation of available funds
				Total HOME Program Grant	\$ 22,474	\$ 22,474	
Hurricane Housing and Recovery Grant							
11911		334510.CF		Hurricane Housing Recovery	\$ (23,000)		Revenue Reduction: Adjust carry forward for FY 2006/07 actual expenditures
11911	066800	510130		Other Personal Services		(23,000)	Appropriation: Decrease to offset revenue reduction
				Total Hurricane Housing and Recovery Grant	\$ (23,000)	\$ (23,000)	
Public Safety Grants (Federal)							
11915		331230.CF		Hazard Mitigation Carry Forward	\$ (110,682)		Revenue Reduction: Adjust carry forward for FY 2006/07 actual expenditures
11915	XXXXX	XXXXX				(110,682)	Appropriation: Decrease to offset revenue reduction
				Total Public Safety Grants (Federal)	\$ (110,682)	\$ (110,682)	



Seminole County
FY 2007/08 Midyear Adjustments
Grant Adjustments

Fund/ Dept	Org	Account	Project Number	Account Name	Sources	Uses	Description
Shelter Plus Care Grant							
11919		331500.CF		Shelter Plus Care	\$ 10,294		Revenue Increase: Adjust carry forward for FY 2006/07 actual expenditures
11919	066209	530340		Contracted Services	\$	1,489	Appropriation of available funds
11919	066209	580821		Aid to Private Organizations		8,805	Appropriation of available funds
				Total Shelter Plus Care Grant	\$ 10,294	\$ 10,294	
SHIP: Affordable Housing 05/06							
12006		335910.CF		SHIP Carry Forward	\$ (26,033)		Revenue Reduction: Adjust carry forward for FY 2006/07 actual expenditures
12006	066706	530340		Contracted Services	\$	(7,579)	Appropriation: Decrease to offset revenue reduction
12006	066706	580821		Aid to Private Organizations		(18,454)	Appropriation: Decrease to offset revenue reduction
				Total SHIP: Affordable Housing 05/06	\$ (26,033)	\$ (26,033)	
SHIP: Affordable Housing 06/07							
12007		335910.CF		SHIP Carry Forward	\$ (1,630)		Revenue Reduction: Adjust carry forward for FY 2006/07 actual expenditures
12007	066707	530440		Rental and Leases		(1,630)	Appropriation: Decrease to offset revenue reduction
				Total SHIP: Affordable Housing 06/07	\$ (1,630)	\$ (1,630)	
				Total Adjustments	\$ (130,908)	\$ (130,908)	
				Fund Adjustment	\$ (130,908)		Adjustment to Fund Summary
				Adjust for Uses	130,908		
				EFB/Reserve Adjustment	\$ -		Adjustment to Ending FB Reserves

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Bear Lake Village Small Scale Future Land Use Amendment from OFF (Office) and COM (Commercial) to PD (Planned Development) and rezone from OP (Office) to PCD (Planned Commercial Development)

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

AUTHORIZED BY: Dori DeBord

CONTACT: Austin Watkins

EXT: 7440

MOTION/RECOMMENDATION:

1. Approve the requested Small Scale Land Use Amendment from OFF (Office) and COM (Commercial) to PD (Planned Development) and rezone from OP (Office) to PCD (Planned Commercial Development), for 1.198 ± acres located at the southwest corner of SR 436 and S. Hunt Club Blvd, and approve the attached Final Site Plan, Development Order and Developer's Commitment Agreement and authorize the Chairman to execute the aforementioned documents, based on staff findings (Andre Anderson, applicant); or
2. Deny the requested Small Scale Land Use Amendment from OFF (Office) and COM (Commercial) to PD (Planned Development) and rezone from OP (Office) to PCD (Planned Commercial Development) and authorize the Chairman to execute the Denial Development Order, for 1.198 ± acres located at the southwest corner of SR 436 and S. Hunt Club Blvd (Andre Anderson, applicant); or
3. Continue the public hearing until a time and date certain.

District 3 Dick Van Der Weide

Austin Watkins

BACKGROUND:

The applicant is requesting a Small Scale Future Land Use Amendment (SSLUA) from OFF (Office) and COM (Commercial) to PD (Planned Development) and a rezone from OP (Office) to PCD (Planned Commercial Development). The subject property was rezoned in June 1985 to OP to allow for a single-story office building. In 1988 the subject property was constructed as a part of the Bear Lake Villages Shopping/Office Center. In November 2007 the property was cited by the Seminole County Sheriff's Department, Code Enforcement Division for non-compliance with the Seminole County Land Development Code. More specifically, four tenants within the building are uses that are not permitted in the OP zoning classification. Those uses are a coffee shop, dog groomer, nail salon and an indoor amusement facility.

At this time, the applicant is requesting to rezone to the property to PCD to allow for C-1 uses with the following exclusions: appliance stores, bakeries, where goods are sold on premises as retail, communication towers, day nurseries, kindergartens, drug testing/blood testing facilities, employment agencies, funeral homes, furniture stores, hardware stores, laundrettes and laundromats, multi-family housing - such as condominiums, apartments and townhouses of medium to high density, plant nurseries, public and private schools, self-service laundries and theatres. In order to make the C-1 uses compatible with the adjacent residential, the

applicant is proposing the following conditions of approval: no new trash dumpster shall be located on the subject property, all restaurant and specialty coffee or food establishments will not remain open after 10:00 pm. The applicant is proposing no changes to the existing site, except to enhance the existing buffering adjacent to residential.

Section 30.465 (b) of the Seminole County Land Development Code allows the applicant to obtain concurrent approval of the rezoning/Preliminary Site Plan and the Final Site Plan/Developer's Commitment Agreement. Staff has reviewed the Final Site Plan and Developer's Commitment Agreement and has determined that it meets all conditions of approval, as outlined in the proposed Development Order. If approved, this rezone and SSLUA will bring the subject property into compliance with the Seminole County Land Development Code and will resolve the pending code enforcement violations for the property.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on May 7, 2008 and voted 7 to 0 to recommend approval of the requested Small Scale Land Use Amendment from OFF (Office) and COM (Commercial) to PD (Planned Development) and a rezone from OP (Office) to PCD (Planned Commercial Development), for 1.198 ± acres located at the southwest corner of SR 436 and S. Hunt Club Blvd, and recommended approval of the attached Final Site Plan, Development Order and Developer's Commitment Agreement.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the requested Small Scale Land Use Amendment from OFF (Office) and COM (Commercial) to PD (Planned Development) and a rezone from OP (Office) to PCD (Planned Commercial Development), for 1.198 ± acres located at the southwest corner of SR 436 and S. Hunt Club Blvd, and recommends approval of the attached Final Site Plan, Development Order and Developer's Commitment Agreement.

ATTACHMENTS:

1. Staff Analysis
2. Location Map
3. Zoning and Future Land Use Map
4. Aerial Map
5. Final Site Plan
6. Approval Development Order
7. SSLUA Ordinance
8. Rezone Ordinance
9. Developer's Commitment Agreement
10. Denial Development Order (applicable only if request is denied)
11. Applicant's Justification Statement
12. Waiver Request to Section 30.1232 of the SCLDC
13. Bear Lake Village P&Z minutes

Colonial Shoppes at Bear Lake PCD SSLUA from OFF & COM to PD and Rezone from OP to PCD	
APPLICANT	Andre Anderson
PROPERTY OWNER	American Federated Title Corporation
REQUEST	Small Scale Land Use Amendment from OFF (Office) and COM (Commercial) to PD (Planned Development) and a rezone from OP (Office) to PCD (Planned Commercial Development)
PROPERTY SIZE	1.918 ± acres
HEARING DATE (S)	P&Z: May 7, 2008 BCC: May 20, 2008
PARCEL ID	07-21-29-300-022B-0000
LOCATION	Southwest corner of the intersection of SR 436 and S. Hunt Club Blvd
FUTURE LAND USE	OFF (Office) and COM (Commercial)
ZONING	OP (Office)
FILE NUMBER	Z2008-11
COMMISSION DISTRICT	#3 – Van Der Weide

CONSISTENCY WITH THE VISION 2020 COMPREHENSIVE PLAN:

FLU Element Plan Amendment Review Criteria:

The Future Land Use Element in the Comprehensive Plan lays out certain criteria that proposed future land use amendments must be evaluated against. Because this is a small scale Future Land Use amendment with localized impacts, an individual site compatibility analysis is required utilizing the following criteria:

A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.

Staff Evaluation

The subject property has approximately 650 feet of frontage on SR 436. SR 436 has transitioned to a commercial corridor. This is evident by the commercial uses in both directions and both sides on the roadway. This property, as well as property to the east represents an enclave of Office FLU along the SR 436 corridor. Including this property, there is approximately 1,300 linear feet of frontage on SR 436 that is assigned the Office FLU. To the east and west of the property are approximately 2-miles of Commercial FLU, commercial and high density residential uses on the south-side of SR 436. Therefore, the Commercial FLU and commercial uses are the existing predominant use along the southern-side of the SR 436 corridor.

North of the property is the Foxwood PUD, which has a commercial strip center at the northwest corner of the intersection of Hunt Club and SR 436 and other associated

commercial uses at the intersection. Additionally, the existing predominate uses along the north-side of SR 436 are commercial in nature.

B. Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.

C. Whether the site will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations.

D. Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).

Staff Evaluation

The development will have to undergo Concurrency Review and must meet all Concurrency standards in order to proceed.

The site will have to comply with all Land Development Regulations regarding development in and around wetland and floodplain areas. However, there appears to be no wetlands or flood prone areas on the subject property

The subject property is not located within any special or restrictive district.

E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of the Land Development Code.

Staff Evaluation

The subject property is adjacent to Low Density Residential FLU to the south and west. However, Staff finds that the proposed Preliminary/Final Master Plan demonstrates a compatible transition between Low Density Residential FLU and the proposed uses. The applicant is proposing a 12.72' building setback and landscaped buffer containing a 7' concrete wall, 2 canopy trees and a 30" hedge for the western property line. A 23.7' building setback and landscaped buffer containing a 7' concrete wall, 14 canopy trees and a 30' hedge is proposed for the southern buffer. Additionally, improvements to the existing buffer, such as a 4' vinyl fence above the 7' concrete wall near the access point to SR 436 to block automobile headlights from intruding into the residential area are being proposed. Further, the uses proposed by the applicant are consistent with the Neighborhood Commercial definition in the Seminole County Comprehensive Plan, which allows for less intensive uses and impacts.

F. Whether the proposed use furthers the public interest by providing:

- 1. Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site**
- 2. Dedications or contributions in excess of Land Development Code requirements**
- 3. Affordable housing**
- 4. Economic development**
- 5. Reduction in transportation impacts on area-wide roads**
- 6. Mass transit**

Staff Evaluation

The applicant is not proposing any additional facility improvements above and beyond requirements of the Seminole County Land Development Code. The applicant's proposal does not consider affordable housing, economic development, mass transit, nor reduction in transportation impacts.

G. Whether the proposed land use designation is consistent with any other applicable Plan policies, the Strategic Regional Policy Plan and the State Comprehensive Plan.

The following are other applicable Vision 2020 Policies and Exhibits and staff's evaluation:

Policy FLU 5.3: Strip Commercial Development

To discourage the proliferation of urban sprawl, the County shall not designate additional strip commercial development through Plan amendments. Instead, commercial and retail uses shall be:

- A. Located adjacent to collector and arterial roadway intersections to maintain road capacity and not set a precedent for further strip development; or

Staff Evaluation

The subject property is located at the southwest corner of the intersection of SR 436 and S. Hunt Club Blvd. SR 436 is designated by the Florida Department of Transportation as an Urban Principal Arterial roadway and Hunt Club Blvd. is designated a Collector roadway by the Seminole County Public Works Department.

Additionally, the site has direct access to the signalized intersection of SR 436 and S. Hunt Club Blvd.

- B. Located where commercial uses are the predominant existing use along the roadway in both directions from the site and, therefore, the proposed development represents infill development; or

Staff Evaluation

The subject property has approximately 650 feet of frontage on SR 436. SR 436 has transitioned to a commercial corridor. This is evident by the commercial uses in both directions and both sides on the roadway. This property, as well as property to the east represents an enclave of Office FLU along the SR 436 corridor. Including this property there is approximately 1,300 linear feet of frontage on SR 436 that is assigned the Office FLU. To the east and west of the property are approximately 2-miles of Commercial FLU, commercial and high density residential uses on the south-side of SR 436. Therefore, Staff finds that the proposed development represents infill commercial development.

- C. Located within a mixed use planned development to provide convenient retail services and reduce residential traffic on area roadways; or

Staff Evaluation

The subject property is not located within a mixed use planned development.

- D. Located adjacent to residential areas only where compatibility with the residential area can be maintained in order to preserve viability and community character.

Staff Evaluation

Staff finds that the proposed Planned Development FLU and Planned Commercial Development zoning classification allow for compatibility between the existing single-family subdivision to the south and west. The proposed buffers, uses and development conditions allow for a transition. The applicant is proposing uses which are consistent with the Neighborhood Commercial definition in the Seminole County Comprehensive Plan, which allows for less intensive uses and impacts versus Community/Regional Commercial.

Policy FLU 2.5: Transitional Land Uses

The County shall evaluate Plan amendments to ensure that transitional land uses are provided as a buffer between residential and nonresidential uses, between varying intensities of residential uses and in managing redevelopment of areas no longer appropriate as viable residential areas. *Exhibit FLU: Appropriate Transitional Land Uses* is to be used in determining appropriate transitional uses.

Staff Evaluation

Exhibit FLU: Appropriate Transitional Land Uses in the Future Land Use Element is used as a guide in evaluating compatibility between proposed and adjacent land uses. The proposed Future Land Use designation on the subject property is PD (Planned Development). Planned Development FLU limits the subject property to the uses approved at the time of approval; any additional uses require a land use amendment from PD to PD. The applicant proposes a development that adheres to the definition of Neighborhood Commercial, as defined by the Seminole County Comprehensive Plan. Neighborhood Commercial may be a compatible FLU designation adjacent to Low Density Residential FLU if sensitive site design standards are utilized, per *Exhibit FLU: Appropriate Transitional Lands Uses*.

Staff finds that the applicant’s proposal provides buffering and uses that create a sensitive site design.

ANALYSIS OVERVIEW:

ZONING REQUEST

The following tables depict the minimum regulations for the current zoning district of OP (Office) and the requested district of PCD (Planned Commercial Development):

DISTRICT REGULATIONS	Existing Zoning (OP)
Minimum Lot Size	15,000 square feet
Minimum House Size	N/A
Minimum Width at Building Line	N/A
Front Yard Setback	25 feet
Side Yard Setback	0* feet
(Street) Side Yard Setback	25 feet
Rear Yard Setback	10* feet
Maximum Building Height	35 feet

* Unless adjacent to residential

DISTRICT REGULATIONS	Proposed Zoning (PCD)
Minimum Lot Size	N/A
Minimum House Size	N/A
Minimum Width at Building Line	N/A
North Setback from property boundary	25 feet
South Setback from property boundary	10 feet
East Setback from property boundary	12.72 feet
West Setback from property boundary	12.72 feet
Maximum Building Height	27 feet

PERMITTED & SPECIAL EXCEPTION USES

The following table depicts the permitted and special exception uses within the existing and proposed zoning districts:

Uses	OP (existing)	PCD (proposed)
Permitted Uses	<p>Dental and medical clinics, dental and medical laboratories. General office buildings. Insurance, real estate, architects, engineering, attorneys, and other professional business services. Accounting, auditing and bookkeeping services, finance offices. Telephone business offices and exchanges, post offices, public parks, public, private and parochial schools, playgrounds, fire stations, and administrative public buildings. Churches and attendant educational buildings. Day care facilities, kindergartens. Public and private elementary schools, middle schools and high schools. Adult living facilities and community residential homes (group homes and foster care facilities) housing more than six (6) permanent unrelated residents.</p>	<p>C-1, CN, and CS uses such as, amusement and commercial recreation within an enclosed building, banks, churches, pet stores, private clubs and lodges, quick print shops, radio and television broadcasting, excluding towers, restaurants, not drive-in, dry cleaners, veterinary clinics with not overnight boarding, convenience markets, delicatessens, grocery stores, artist studios, barber and beauty shops, book, stationery and newsstands sporting goods, shoe repair shops, tailoring shops, tobacco shops, toy stores, watch and clock repair and wearing apparel stores., clinics, except animals, confectionery and ice cream stores, drug stores, florist and gift shops, hobby and craft shops, interior decorating, jewelry stores, libraries, locksmiths, luggage shops, office, business and professional, photographic studios, physical fitness studio, retail paints and wallpaper stores, post offices and retail.</p> <p>The following uses are prohibited: appliance stores, bakeries, where goods are sold on premises as retail, communication towers, day nurseries, kindergartens, drug testing/blood testing facilities, employment agencies, funeral homes, furniture stores, hardware stores, laundrettes and laundromats, multi-family housing - such as condominiums, apartments and townhouses of medium to high density, plant nurseries, public and private schools, self-service laundries and theatres.</p>
Special Exception Uses	<p>Single-family dwelling unit in connection with a permitted use provided said use is occupied only by the owner or operator of the business. When permitted, the residence shall be either above the office or attached to the rear; no detached residence shall be permitted and no residence shall occupy ground-floor frontage. Accessory parking for passenger vehicles when intended for a permitted adjacent commercial use. A parking lot operated as a commercial enterprise shall not be permitted. Public utility and service structures. Banks, savings and loan and similar financial institutions, and drive-in teller facilities, when located on a roadway having a right-of-way width of not less than eighty (80) feet. Private vocational, business, and professional schools which do not have an industrial character. Location on a roadway having a right-of-way width of not less than eighty (80) feet shall be required. Hospitals and nursing homes. Location on a roadway having a right-of-way width of not less than eighty (80) feet shall be required. Nonresidential, nonprofit clubs, lodges and fraternal organizations when located on a roadway having a right-of-way width of not less than eighty (80) feet. Funeral homes when located on a roadway having a right-of-way width of not less than eighty (80) feet. Communication towers.</p>	<p>Alcoholic beverage establishments, public utility structures, living quarters in conjunction with a commercial use to be occupied by the owner or operator, nursing homes, and communication towers.</p>
Minimum Lot Size	15,000 square feet	N/A

COMPATIBILITY WITH SURROUNDING PROPERTIES

The proposed Future Land Use designation on the subject property is PD (Planned Development). Planned Development FLU limits the subject property to the uses approved at the time of approval; any additional uses require a land use amendment from PD to PD. The applicant proposes a development that adheres to the definition of Neighborhood Commercial, as defined by the Seminole County Comprehensive Plan. Neighborhood Commercial may be a compatible FLU designation adjacent to Low Density Residential FLU if sensitive site design standards are utilized, per *Exhibit FLU: Appropriate Transitional Lands Uses*.

The applicant is proposing the following uses: C-1 uses with the following exclusions: appliance stores, bakeries, where goods are sold on premises at retail, communication towers, day nurseries, kindergartens, drug testing/blood testing facilities, employment agencies, funeral homes, furniture stores, hardware stores, laundrettes and laundromats, multi-family housing - such as condominiums, apartments and townhouses of medium to high density, plant nurseries, public and private schools, self-service laundries and theatres. These uses, buffers and setbacks as outlined in this report ensure compatibility with the surrounding properties.

Staff has reviewed the proposed Small Scale Land Use Amendment and rezone and determined that the buffers and uses proposed are consistent with the trend of development and compatible with surrounding properties.

SITE ANALYSIS:

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3), Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has elected to defer Concurrency Review at this time. The applicant will be required to undergo Concurrency Review prior to final engineering approval.

The following table depicts the impacts the proposed development has on public facilities:

Public Facility	Existing Future Land Use (OFF)	Proposed Land Use (PD) Calculated as general retail	Net Impact
Water (GPD)	906	3,172	+2,266
Sewer (GPD)	906	2,379	+1,473
Traffic (ADT)	90	579	+489

Public Safety:

The County Level-Of-Service standard for fire protection and rescue, per Policy PUB 2.1 of the Comprehensive Plan, is 5 minutes average response time. The nearest response unit to the subject property is Station #13, which is located at 1240 SR 436. Based on an average of two minutes per mile, the average response time to the subject property is less than 5 minutes.

Buffers and Sidewalks:

The subject property is adjacent to the Low Density Residential FLU to the west and south. Therefore, the Active/Passive buffers are required, per Section 30.1232 of the Seminole County Land Development Code. At this point, the applicant is requesting a waiver from the Active/Passive buffering standards. The table below describes the required and proposed buffers:

Western Property Line

	Seminole County Land Development Code Section 30.1232 "Active/Passive Buffering Standards"	Proposed Buffering Standards
Buffer Width	15'	12.72'
Setback	25'	12.72'
Wall/Fence	6' Masonry Wall	7' Concrete Wall
# of Trees	4 Canopy Trees every 100' Linear Feet	2 Canopy Trees
Shrubs	None Required	30" Continuous Hedge

Southern Property Line

	Seminole County Land Development Code Section 30.1232 "Active/Passive Buffering Standards"	Proposed Buffering Standards
Buffer Width	15'	23.70'
Setback	25'	23.70'
Wall/Fence	6' Masonry Wall	7' Concrete Wall
# of Trees	4 Canopy Trees every 100' Linear Feet	10 Canopy Trees
Shrubs	None Required	30" Continuous Hedge

Staff has reviewed the waiver request and its impact on the residents of the Ilesdale Manor subdivision residents' and recommends approval of the Passive Buffer reduction as outlined in the table above. Staff has determined the site conditions warrant a less intensive buffer for the following reasons: the existing canopy trees and hedges are mature, the site was originally constructed in 1988, there is no drive aisle between the building and the single-family residential and the lack of a continual pedestrian connection between the rear and side of the building, therefore making deliveries adjacent to the residential area more difficult.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS

The subject property is not located within any Overlay Districts.

COMPREHENSIVE PLAN (VISION 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

- Policy FLU 2.4: Neighborhood Commercial Uses
- Policy FLU 2.5: Transitional Land Uses
- Policy FLU 2.11: Determination of Compatibility in the Planned Unit Development Zoning Classification
- Policy FLU 5.3: Strip Commercial Development
- Policy FLU 12.4: Relationship of Land Use to Zoning Classifications
- Policy FLU 12.5: Evaluation Criteria of Property Rights Assertions
- Policy POT 4.5: Potable Water Connection
- Policy SAN 4.4: Sanitary Sewer Connection
- Policy PUB 2.1: Public Safety Level-of-Service

INTERGOVERNMENTAL NOTIFICATION:

No intergovernmental notices were required.

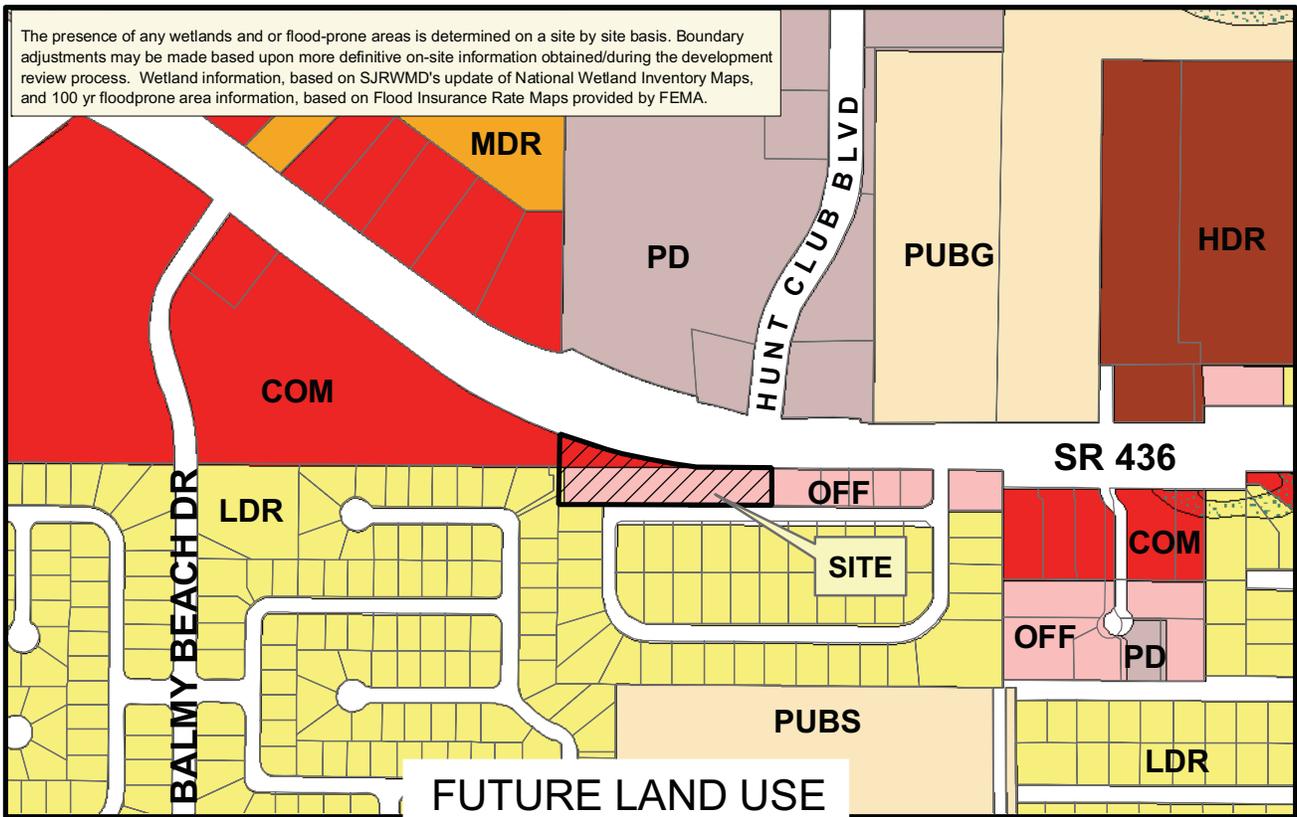
LETTERS OF SUPPORT OR OPPOSITION:

At this time, Staff has received no letters of support or opposition.

STAFF RECOMMENDATION:

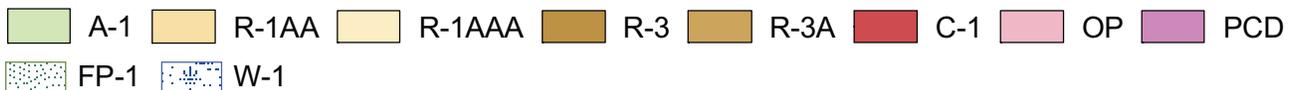
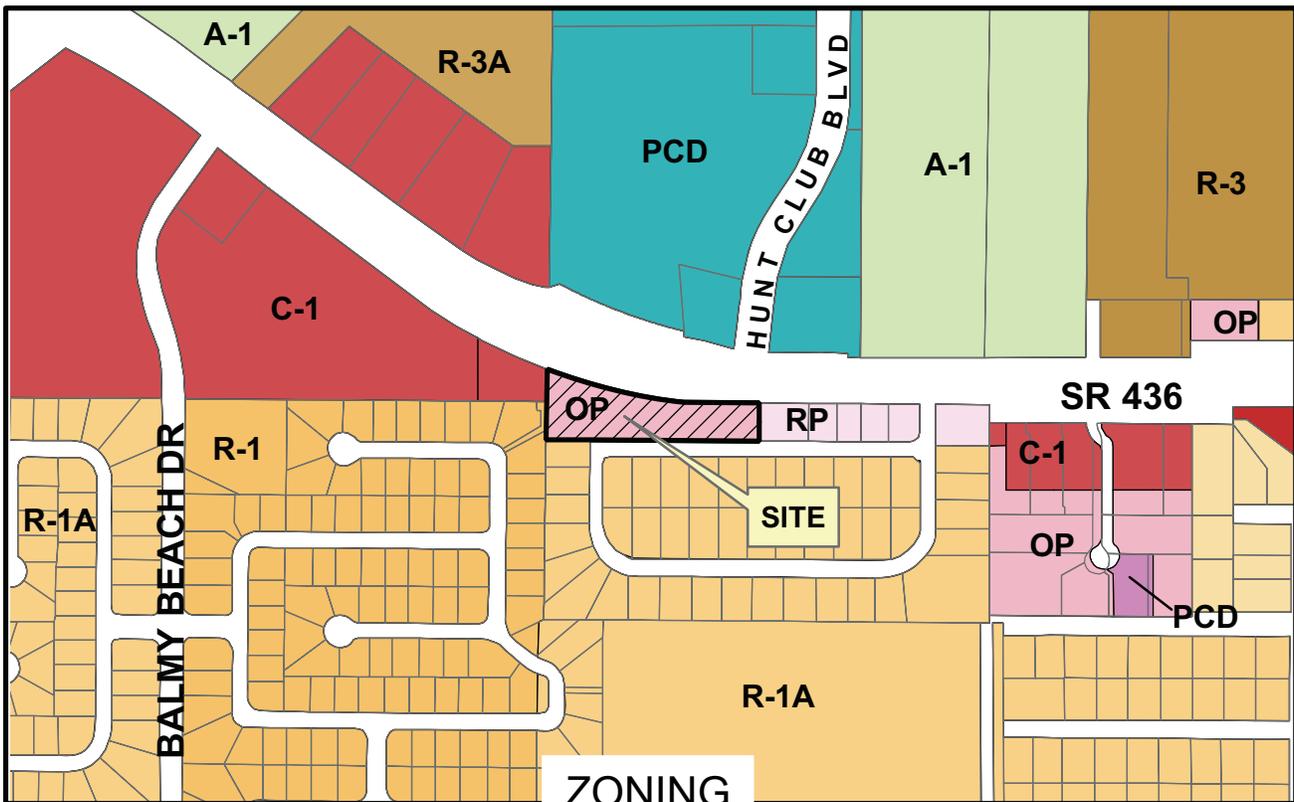
Staff recommends APPROVAL of a Small Scale Land Use Amendment from OFF (Office) and COM (Commercial) to PD (Planned Development) and a rezone from OP (Office) to PCD (Planned Commercial Development), for 1.198 ± acres located at the southwest corner of SR 436 and S. Hunt Club Blvd, and recommends approval of the attached Final Site Plan, Development Order and Developer's Commitment Agreement.

The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr flood-prone area information, based on Flood Insurance Rate Maps provided by FEMA.



Applicant: Andre Anderson
 Physical STR: 07-21-29-300-022B-0000
 Gross Acres: 1.918 +/- BCC District: 3
 Existing Use: Commercial and Office
 Special Notes: _____

	Amend/ Rezone#	From	To
FLU	04-08SS.01	COM/OFF	PD
Zoning	Z2008-011	OP	PCD





<p> Rezone No: Z2008-11 From: OP To: PCD FLU No: 04-08SS.01 From: COM/OFF To: PD <input type="checkbox"/> Parcel <input checked="" type="checkbox"/> Subject Property </p>		<p>Winter 2006 Color Aerials</p>
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REVISION	DATE
PER DRC COMMENTS	04/10/08
PER STAFF COMMENTS	04/22/08

PLANNING DESIGN GROUP

930 Woodcock Rd, Ste. 224
Orlando, FL 32803

Ph: (407) 207-0101 Fax: (407) 207-0054



COLONIAL SHOPS AT BEAR LAKE

PHASE II

C/O COLONIAL PROPERTIES SERVICES, INC.
950 MARKET PROMENADE AVENUE, SUITE 2200
LAKE MARY, FL 32746

Ph: (321) 257-1101 Fax: (321) 257-1107

LAND USE PLAN

DRAWN BY:	CHIEFED BY:
FW	AAA
Project No. 08-0016	
File Name: LAND USE PLAN.dwg	
Date: 03.13.2008	

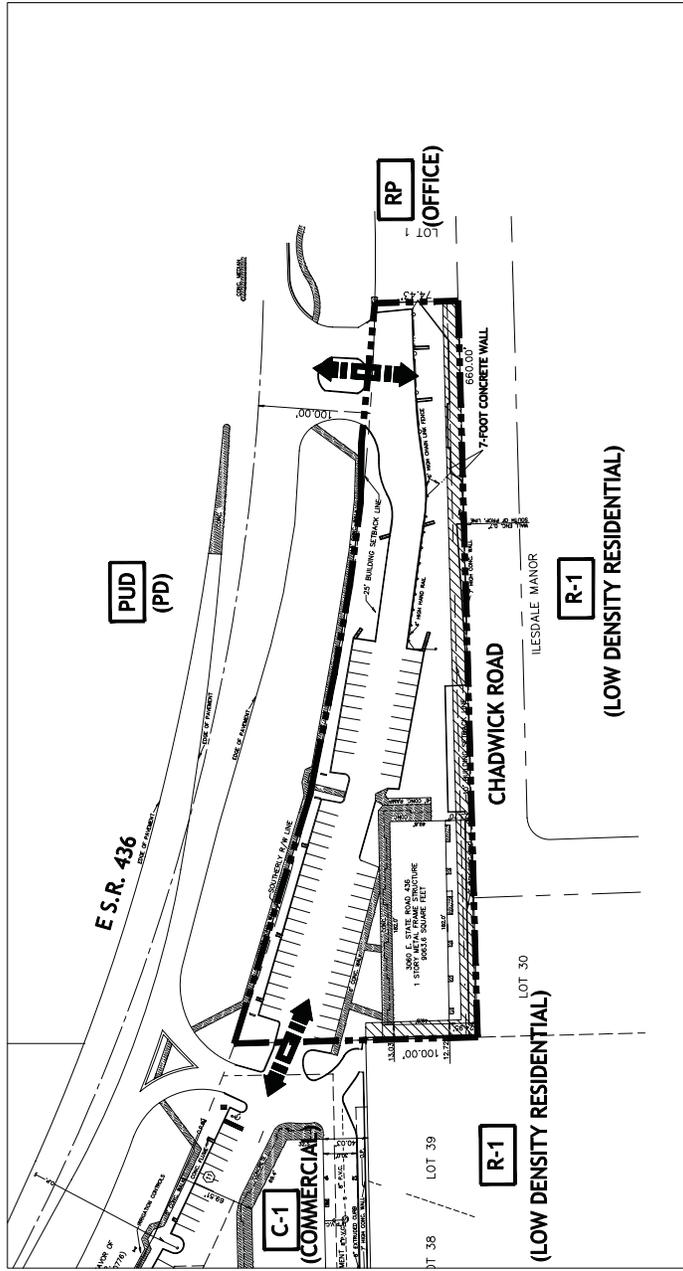


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The information provided on this document may be subject to change based on more detailed survey, environmental or specific building product information.

LEGEND

- PROJECT BOUNDARY
- ACCESS POINT
- ZONING BOUNDARY
- ZONING
- FUTURE LAND USE
- BUFFER



Development Standards

Minimum Building Height:	27 feet/1 Story
Building Area:	9,043 square feet
Minimum Building Setbacks:	25 feet
Front:	23.70 feet
Side:	12.72 feet
Back:	25 feet
Active Buffer:	Not Applicable
Passive Buffer:	South and West Adjacent to Residential
Required:	Minimum 15 feet 6-foot high brick or masonry wall 31 trees (4 canopy trees/100 linear feet @ average 3" caliper)
Provided:	West Boundary Minimum 12.72 feet (Where Requested) 7-foot high concrete wall 2 trees (min. 3" dbh, average 22" dbh) 30" hedge
Open Space Required:	0.48 acres (20% of total area)
Open Space Provided:	0.48 acres

- Project Notes**
- The property is currently developed as part of the Colonial Shoppes Bear Lake Shopping Center (formerly Bear Lake Village).
 - The property is improved with a 1 story metal frame building that is 9,043 square feet.
 - The property includes 60 parking spaces and upgraded landscaping and open space which is consistent with the Alameda County Land Development Code.
- Existing Traffic:** 2007 Average Daily Trips (ADT) for E.S.R. 436 = 48,408 Trips
Traffic Study Threshold: 1% of ADT = 484 Trips
- Existing Trips:** 9,043 s.f. office @ 11.01 ADT/1,000 s.f. = 100 Trips
Proposed Trips: 9,043 s.f. shopping center @ 42.94 ADT/1,000 s.f. = 389 Trips
Difference: 289 Trips
- Stormwater:** The stormwater system is currently designed and permitted to meet the requirements of the Alameda County Land Development Code and the St. Johns River Water Management District regulations.
- Developer's Commitment:**
- Paint rear 7-foot high concrete wall adjacent to Chadwick Road on side of wall facing residential units in the Ilesdale Manor subdivision.
 - On portions of the 7-foot high concrete wall that is adjacent to the public right-of-way and are obscured by vegetation, developer will paint said 7-foot high concrete wall after vegetation is removed.
 - Install 4-foot high beige colored vinyl fence above the existing 7-foot high concrete wall only on the portion of wall across from the Hunt Club Boulevard and Semoran Boulevard signalized intersection and entrance to the retail center. This vinyl fence extension will serve to deflect vehicular traffic as traffic enters the retail center.
 - Multi-family residential units shall install a trash compactor inside the leased premises to consolidate any food waste from the business and said waste be transported to the already existing and approved trash dumpster on the retail center property.
 - No new trash dumpster shall be located on the subject property.
 - All restaurant and specialty coffee or food establishments will not remain open after 10:00 pm.

Land Use Summary

Total Acres:	1,918
Wetland Acres:	0
Total Upland Acres:	1,918
Existing Future Land Use:	Office
Proposed Future Land Use:	Planned Development
Existing Zoning:	Office District (OP)
Proposed Zoning:	Planned Unit Development (PUD)
Existing Use:	Office (9,043 square feet)
Proposed Use:	Commercial (9,043 square feet) C-1 (including any uses permitted in the CH and CS Districts that are not included: a) Appliances stores b) Bakeries, where goods are sold on premises at retail prices c) Communication towers d) Drug testing/blood testing facilities e) Employment agencies f) Family homes g) Furniture stores h) Hardware stores i) Landscapers and landscapers j) Multi-family housing - such as condominiums, townhomes, or townhouses of medium to high density k) Plant nurseries l) Public and private schools m) Self-service laundries n) Theaters

SEMINOLE COUNTY DEVELOPMENT ORDER

On May 20, 2008, Seminole County issued this Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

(The aforementioned legal description has been provided to Seminole County by the owner of the subject property.)

FINDINGS OF FACT

Property Owner(s): American Federated Title Corporation

Project Name: Colonial Shoppes at Bear Lake Village PCD Rezone/SSLUA

Requested Development Approval: Small Scale Future Land Use amendment from OFF (Office) to PD (Planned Development) and a rezone from OP (Office Professional) to PCD (Planned Commercial Development).

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: Austin Watkins
1101 East First Street
Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED**.

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

A. The project shall have a maximum allowable building square footage of 9,063 square feet.

B. Permitted Uses: C-1 Retail Commercial with the following excluded uses:

1. Appliance stores
2. Bakeries, where goods are sold on premises at retail
3. Communication towers
4. Day nurseries, kindergartens
5. Drug testing/blood testing facilities
6. Employment agencies
7. Funeral homes
8. Furniture stores
9. Hardware stores
10. Laundrettes and laundromats
11. Multi-family housing housing - such as condominiums, apartments and townhouses of medium to high density
12. Plant nurseries
13. Public and private schools
14. Self-service laundries
15. Theatres

C. The setbacks shall be as follows:

North: 25'

South: 10'

East: 12.72'

West: 12.72'

D. The buffers shall be as follows:

Existing vegetation and buffers shall remain. The buffers shall meet the following criteria:

South: 23.70 foot buffer containing a 7-foot high concrete wall, 10 trees (8" minimum dbh, average 14" dbh) and a 30" hedge.

West: 12.72 foot buffer containing a 7-foot high concrete wall, 2 trees (8" minimum dbh, average 22" dbh) and a 30" hedge.

- E. Paint 7-foot high concrete wall adjacent to Chadwick Road on side of wall facing residential units in the Ilesdale Manor subdivision.
- F. Install 4-foot high beige colored vinyl fence above the existing 7-foot high concrete wall only on the portion of wall across from the Hunt Club Boulevard and Semoran Boulevard signalized intersection and entrance to the retail center. This vinyl fence extension will serve to deflect vehicular lights as traffic enters the retail center. The 4-foot vinyl fence must meet all building codes and be approved by the Seminole County Building Official.
- G. All restaurant and specialty coffee or food establishments shall install a trash compactor inside the leased premise to consolidate any food waste from the business and said waste be transported to the existing and trash dumpster on the retail center property.
- H. No new trash dumpster shall be located on the subject property.
- I. All restaurant and specialty coffee or food establishments will not remain open after 10:00 pm.
- J. 25% usable open space shall be provided on the subject property.
- K. The maximum allowable building height is 27'.
- L. Development shall comply with the Preliminary Site Plan attached as Exhibit "B".

(4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

**SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: _____
Brenda Carey, Chairman

EXHIBIT "A"**Legal Description**

THAT PORTION OF SECTION 7 AND SECTION 18, ALL BEING IN TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7; THENCE SOUTH 89°56'39" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 7 FOR 2435.29 FEET TO THE EASTERLY LINE OF TRACT D, BEL AIRE HILLS UNIT 1, AS RECORDED IN PLAT BOOK 22, PAGES 7 AND 8 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND TO THE POINT OF BEGINNING; THENCE NORTH 00°15'59" WEST, FOR 117.08 FEET TO A POINT AT THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 436, A 200 FOOT WIDE RIGHT-OF-WAY AND TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 2,042.08 FEET, A CENTRAL ANGLE OF 19°01'49" AND TO SAID POINT A RADIAL LINE BEARS SOUTH 21°24'29" WEST; THENCE EASTERLY ALONG SAID CURVE FOR 678.26 FEET; THENCE SOUTH 00°15'59" EAST, FOR 74.43 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 100 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 89°41'41" WEST, ALONG SAID SOUTH LINE OF THE NORTH 100 FEET FOR 660.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE NORTH 00°15'59" WEST, ALONG SAID WEST LINE FOR 100.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS CONTAIN 83,537 SQUARE FEET OR 1.918 ACRES, MORE OR LESS.

EXHIBIT "B"
Preliminary Site Plan

REVISION	DATE	PER DRC COMMENTS
	04/10/08	PER DRC COMMENTS
	04/10/08	PER STAFF COMMENTS

PLANNING DESIGN GROUP

930 Woodcock Rd, Ste. 224
Orlando, FL 32803

Ph: (407) 207-0101 Fax: (407) 207-0054



AMERICAN FEDERATED TITLE CORPORATION
C/O COLONIAL PROPERTIES SERVICES, INC.

950 MARKET PROMENADE AVENUE, SUITE 2200
LAKE MARY, FL 32746

Ph: (321) 257-1101 Fax: (321) 257-1107

LAND USE PLAN

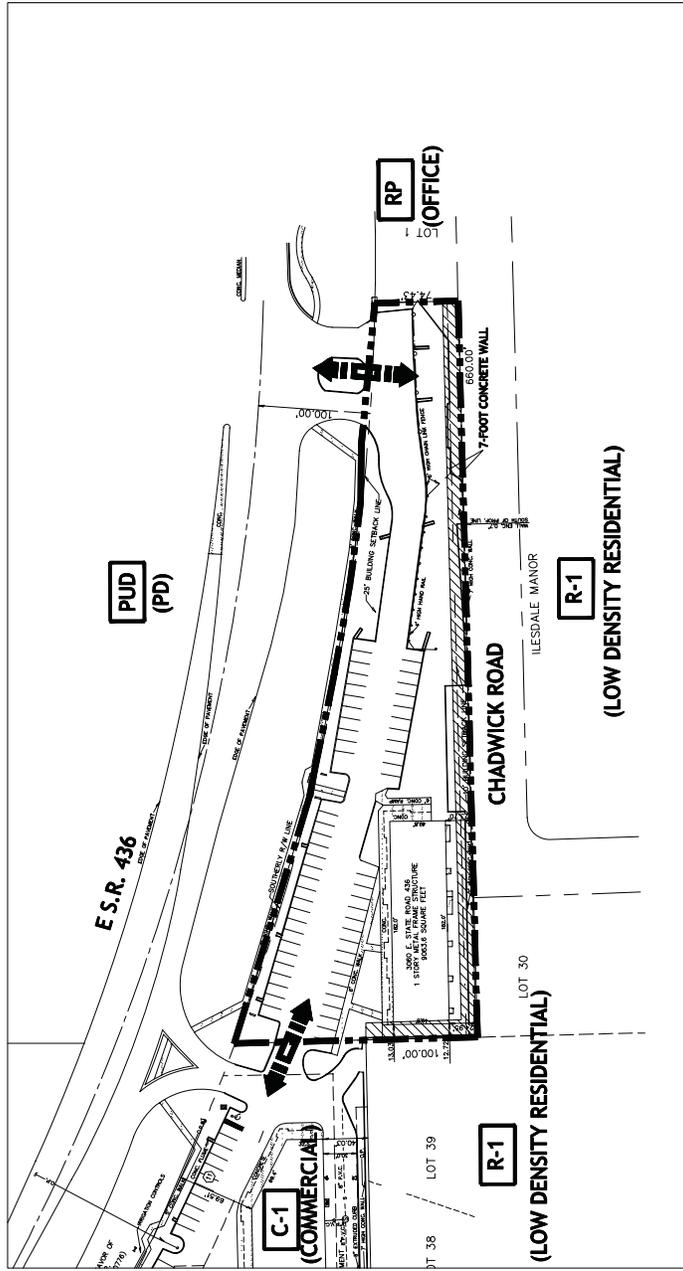
DRAWN BY:	FW	CHECKED BY:	AAA
PROJECT NO.:	08-0016	DATE:	03.13.2008
FILE NAME:	LAND USE PLAN.dwg		



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LEGEND

- PROJECT BOUNDARY
- ACCESS POINT
- ZONING BOUNDARY
- ZONING
- FUTURE LAND USE
- BUFFER



Development Standards

Maximum Building Height:	27 feet/1 story
Building Area:	9,043 square feet
Minimum Building Setbacks:	25 feet
Front:	25.70 feet
Side:	12.72 feet
Back:	25 feet
Active Buffer:	Not Applicable
Passive Buffer:	South and West Adjacent to Residential
Required:	Minimum 15 feet 4-foot high brick or masonry wall 31 trees (4 canopy trees/100 linear feet @ average 3" caliper)
Provide:	Wood Boundary Minimum 12.72 feet (Where Requested) 7-foot high concrete wall 2 trees (16" dbh, average 22" dbh) 36" hedge
Open Space Required:	6.68 acres (20% of total area)
Open Space Provided:	6.68 acres

Project Notes

- The property is currently developed as part of the Colonial Shoppes Bear Lake Shopping Center (formerly Bear Lake Village).
- The property is improved with a 1 story metal frame building that is 9,043 square feet.
- The property includes 60 parking spaces and proposed landscaping and open space which is consistent with the American County Land Development Code.

Existing Traffic: 2007 Average Daily Trips (ADT) for E.S.R. 436 = 48,408 Trips
Traffic Study Threshold: 1% of ADT = 484 Trips

Existing Trips: 9,043 s.f. office @ 11.07 ADT/1,000 s.f. = 100 Trips
Proposed Trips: 9,043 s.f. shopping center @ 21.94 ADT/1,000 s.f. = 289 Trips
Difference: 289 Trips

Stormwater: The stormwater system is currently designed and permitted to meet the requirements of the American County Land Development Code and the St. Johns River Water Management District regulations.

Developer's Commitment:

- Paint rear 7-foot high concrete wall adjacent to Chadwick Road on side of wall facing residential units in the Ilesdale Manor subdivision.
- On portions of the 7-foot high concrete wall that is adjacent to the public right-of-way and are obscured by vegetation, the owner will paint and install high concrete wall after vegetation is removed.
- Install 4-foot high ledge colored vinyl fence above the existing 7-foot high concrete wall only on the portion of wall access from the Hunt Club Boulevard and Semoran Boulevard signalized intersection and entrance to the retail center. This vinyl fence extension will serve to deflect vehicular traffic as traffic enters the retail center.
- All new concrete walls and concrete curbs shall include a trash compactor inside the leasted permits to accommodate any food waste from the business and sold waste be transported to the already existing and approved trash dumpster on the retail center property.
- No new trash dumpster shall be located on the subject property.
- All restaurant and specialty coffee or food establishments will not remain open after 10:00 pm.

Land Use Summary

Total Acres:	1,918
Watered Acres:	0
Total Upland Acres:	1,918
Existing Future Land Use:	Office
Proposed Future Land Use:	Planned Development
Existing Zoning:	Office District (OP)
Proposed Zoning:	Planned Unit Development (PUD)
Existing Use:	Office (9,043 square feet)
Proposed Use:	Commercial (9,043 square feet) C-1 (including any uses permitted in the CH and CS Districts) The following uses are included: a) Amusement b) Barber, where goods are sold on premises at retail c) Communication towers d) Dry cleaning/laundry facilities e) Employment agencies f) Financial business g) Hardware stores h) Launderettes and laundromats i) Multi-family housing - such as condominiums, townhomes, or townhomes of medium to high density j) Public and private schools k) Service facilities l) Theaters

AN ORDINANCE FURTHER AMENDING ORDINANCE NUMBER 91-13, AS PREVIOUSLY AMENDED, KNOWN AS THE SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP OF THE SEMINOLE COUNTY COMPREHENSIVE PLAN BY VIRTUE OF SMALL SCALE DEVELOPMENT AMENDMENT (LEGAL DESCRIPTION IS SET FORTH AS AN APPENDIX TO THIS ORDINANCE); CHANGING THE FUTURE LAND USE DESIGNATION ASSIGNED TO CERTAIN PROPERTY FROM OFFICE AND COMMERCIAL TO PLANNED DEVELOPMENT; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM THE SEMINOLE COUNTY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County enacted Ordinance Number 91-13 which adopted the 1991 Seminole County Comprehensive Plan ("the Plan"), which Plan has been subsequently amended from time-to-time and in accordance with State law; and

WHEREAS, the Board of County Commissioners has followed the procedures set forth in Sections 163.3184 and 163.3187, Florida Statutes, in order to further amend certain provisions of the Plan as set forth herein relating to a Small Scale Development Amendment; and

WHEREAS, the Board of County Commissioners has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Seminole County Local Planning Agency held a Public Hearing, with all required public notice, on May 7, 2008, for the purpose of

providing recommendations to the Board of County Commissioners with regard to the Plan amendment set forth herein; and

WHEREAS, the Board of County Commissioners held a Public Hearing on May 20, 2008, with all required public notice for the purpose of hearing and considering the recommendations and comments of the general public, the Local Planning Agency, other public agencies, and other jurisdictions prior to final action on the Plan amendment set forth herein; and

WHEREAS, the Board of County Commissioners hereby finds that the Plan, as amended by this Ordinance, is consistent and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes, the State Comprehensive Plan, and the Comprehensive Regional Policy Plan of the East Central Florida Regional Planning Council.

NOW, THEREFORE, BE IN ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. RECITALS/LEGISLATIVE FINDINGS:

- (a) The above recitals are true and correct and form and include legislative findings which are a material part of this Ordinance.

- (b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. AMENDMENT TO COUNTY COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION:

(a) The Future Land Use Element's Future Land Use Map as set forth in Ordinance Number 91-13, as previously amended, is hereby further amended by amending the future land use designation assigned to the following property and which is depicted on the Future Land Use Map and further described in the attached Appendix "A" to this Ordinance:

- (b) The associated rezoning request was completed by means of Ordinance Number 08-_____.
- (c) The development of the property is subject to the development intensities and standards permitted by the overlay Conservation land use designation, Code requirements and other requirements of law.

Section 3. SEVERABILITY:

If any provision of this Ordinance or the application to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 4. EXCLUSION FROM COUNTY CODE/CODIFICATION:

(a) It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall not be codified into the Seminole County Code, but that the Code Codifier shall have liberal authority to codify this Ordinance as a separate document or as part of the Land Development Code of Seminole County in accordance with prior directions given to said Code Codifier.

(b) The Code Codifier is hereby granted broad and liberal authority to codify and edit the provisions of the Seminole County Comprehensive Plan, as amended.

Section 5. EFFECTIVE DATE:

(a) A certified copy of this Ordinance shall be provided to the Florida Department of State and the Florida Department of Community Affairs by the Clerk of the Board of County Commissioners in accordance with Section 125.66 and 163.3187, Florida Statutes.

(b) This ordinance shall take effect upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners; provided, however, that the effective date of the plan amendment set forth herein shall be thirty-one (31) days after the date of adoption by the Board of County Commissioners or, if challenged within thirty (30) days of adoption, when a final order is issued by the Florida Department of Community Affairs or the Administration Commission determining that the amendment is in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders, development permits, or land use dependent on an amendment may be issued or commence before an amendment has become

effective. If a final order of noncompliance is issued by the Administration Commission, the affected amendment may nevertheless be made effective by the Board of County Commissioners adopting a resolution affirming its effective status, a copy of which resolution shall be provided to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100 by the Clerk of the Board of County Commissioners.

ENACTED this 20th day of May, 2008.

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

By: _____

Brenda Carey, Chairman

APPENDIX A

LEGAL DESCRIPTION

THAT PORTION OF SECTION 7 AND SECTION 18, ALL BEING IN TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7; THENCE SOUTH 89°56'39" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 7 FOR 2435.29 FEET TO THE EASTERLY LINE OF TRACT D, BEL AIRE HILLS UNIT 1, AS RECORDED IN PLAT BOOK 22, PAGES 7 AND 8 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND TO THE POINT OF BEGINNING; THENCE NORTH 00°15'59" WEST, FOR 117.08 FEET TO A POINT AT THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 436, A 200 FOOT WIDE RIGHT-OF-WAY AND TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 2,042.08 FEET, A CENTRAL ANGLE OF 19°01'49" AND TO SAID POINT A RADIAL LINE BEARS SOUTH 21°24'29" WEST; THENCE EASTERLY ALONG SAID CURVE FOR 678.26 FEET; THENCE SOUTH 00°15'59" EAST, FOR 74.43 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 100 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 89°41'41" WEST, ALONG SAID SOUTH LINE OF THE NORTH 100 FEET FOR 660.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE NORTH 00°15'59" WEST, ALONG SAID WEST LINE FOR 100.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS CONTAIN 83,537 SQUARE FEET OR 1.918 ACRES, MORE OR LESS.

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE OP (OFFICE) ZONING CLASSIFICATION THE PCD (PLANNED COMMERCIAL DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled "Colonial Shoppes at Bear Lake Village Rezone/SSLUA."

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from OP (Office) to PCD (Planned Commercial Development):

SEE ATTACHED "EXHIBIT A"

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon the date of filing with the Department and recording of Development Order #08-22000002.

ENACTED this 20th day of May 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Brenda Carey, Chairman

EXHIBIT "A"
LEGAL DESCRIPTION:

THAT PORTION OF SECTION 7 AND SECTION 18, ALL BEING IN TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7; THENCE SOUTH 89°56'39" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 7 FOR 2435.29 FEET TO THE EASTERLY LINE OF TRACT D, BEL AIRE HILLS UNIT 1, AS RECORDED IN PLAT BOOK 22, PAGES 7 AND 8 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND TO THE POINT OF BEGINNING; THENCE NORTH 00°15'59" WEST, FOR 117.08 FEET TO A POINT AT THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 436, A 200 FOOT WIDE RIGHT-OF-WAY AND TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 2,042.08 FEET, A CENTRAL ANGLE OF 19°01'49" AND TO SAID POINT A RADIAL LINE BEARS SOUTH 21°24'29" WEST; THENCE EASTERLY ALONG SAID CURVE FOR 678.26 FEET; THENCE SOUTH 00°15'59" EAST, FOR 74.43 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 100 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 89°41'41" WEST, ALONG SAID SOUTH LINE OF THE NORTH 100 FEET FOR 660.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE NORTH 00°15'59" WEST, ALONG SAID WEST LINE FOR 100.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS CONTAIN 83,537 SQUARE FEET OR 1.918 ACRES, MORE OR LESS.

**Colonial Shoppes at Bear Lake Village
Planned Commercial Development
Developer's Commitment Agreement
Commitments, Classifications and District Description**

On May 20, 2008, the Board of County Commissioners of Seminole County, Florida and American Federated Title Corporation executed the Developer's Commitment Agreement relating to and touching and concerning the following described property:

I. **Legal Description**

Legal description is attached as "Exhibit A".

II. **Property Owner**

American Federated Title Corporation
3850 Hollywood Blvd., Suite 400
Hollywood, FL 33021

III. **Statement of Basic Facts**

- | | | |
|----|----------------|---|
| A. | Total Acres | 1.918 acres |
| B. | Zoning | PCD, Planned Commercial Development |
| C. | Site Plan | PCD Final Site Plan attached as " <u>Exhibit B</u> " |
| D. | Permitted Uses | C-1 Retail Commercial including any uses permitted in the CN and CS District.
The following uses are excluded: <ol style="list-style-type: none">1. Appliance stores2. Bakeries, where goods are sold on premises at retail3. Communication towers4. Day nurseries, kindergartens5. Drug testing/blood testing facilities6. Employment agencies7. Funeral homes8. Furniture stores9. Hardware stores10. Launderettes and laundromats11. Multi-family housing - such as condominiums, apartments and townhouses of medium to high density |

- 12. Plant nurseries
- 13. Public and private schools
- 14. Self-service laundries
- 15. Theatres

IV. **Land Use Breakdown**

	<u>Land Use</u>	<u>Square Feet</u>	<u>Percent of Site</u>
A.	Total Site	83,548	100%
B.	Total Pervious (open)	29,620	35.5%
C.	Total Impervious	53,928	64.5%

V. **Building and Lot Restrictions**

<u>Building/Lot</u>	<u>Commitment</u>
Maximum Building Height	27 feet / 1 story
Building Area	9,063 square feet
<u>Setbacks</u>	
North	25 feet setback
South	10 feet setback
East/West	12.72 feet setback

VI. **Vehicle and Pedestrian Circulation System**

- A. Roads.** The developer has previously complied with all right-of-way dedication and road construction as part of the original approval of the Colonial Shoppes Bear Lake Shopping Center (aka Bear Lake Village).
- B. Sidewalks.** The developer has previously complied with and approved the required 5-foot sidewalk along E. SR 436 to connect to adjacent properties along E SR 436. Pedestrian connections have been provided between interior walkways and public sidewalks along E. SR 436.
- C. Parking.** The provided parking is in accordance with the Seminole County Land Development Code.
- D. Outdoor Storage.** Outdoor storage of any goods will not be permitted.

VII. **Landscaping and Buffer Criteria**

- A.** Western property boundary: 12.72 foot buffer containing a 7-foot high concrete wall, 2 trees (8" minimum dbh, average 22" dbh) and a 30" hedge.
- B.** Southern property boundary 23.70 foot buffer containing a 7-foot high concrete wall, 10 trees (8" minimum dbh, average 14" dbh) and a 30" hedge.

VIII. Open Space Calculations

Open Space shall be provided at an overall rate of 25%, or a minimum of 0.48 acres throughout the entire PCD. Open Space (as listed below) is achieved through passive recreation and other green space in the PCD.

Maintenance of the Open Space shall be funded by the Owner.

Total Land Area:	1.918 acres
Open Space Required:	0.48 acres
Open Space Provided:	0.68 acres

IX. Facility Commitments

The following conditions shall be met by the Owner prior to a certificate of occupancy being issued by Seminole County.

- A. **Water.** Water services has been previously provided by the existing Seminole County Environmental Services water system. The design of lines has been previously approved and complies with the Land Development Code and conforms to the Seminole County and Florida Department of Environmental Protection standards.
- B. **Sanitary Sewer.** Sanitary sewer has been previously provided by the existing Seminole County Environmental Services treatment facilities. Design of lines has been previously approved and complies with the Land Development Code and conforms to the Seminole County and Florida Department of Environmental Protection standards.
- C. **Stormwater.** Stormwater drainage and stormwater management has been previously provided according to the Seminole County's and St. Johns River Water Management District's stormwater regulations.
- D. **Fire Protection.** Fire protection has been previously provided by Seminole County. Fire flow will be a minimum of 1,250 gpm with 20 p.s.i. Fire hydrants have been previously located according to the Seminole County regulations.

X. Signage

- A. **Signage.** Outdoor signage shall comply with the Seminole County Land Development Code.

XI. Other Commitments

- A. Paint 7-foot high concrete wall adjacent to Chadwick Road on side of wall facing residential units in the Ilesdale Manor subdivision.
- B. On portions of the 7-foot high concrete wall that is adjacent to the public right-of-way and are obstructed by vegetation, developer will paint said 7-foot high

concrete wall after vegetation is removed by Seminole County to allow access to said 7-foot high concrete wall.

- C. Install 4-foot high beige colored vinyl fence above the existing 7-foot high concrete wall only on the portion of wall across from the Hunt Club Boulevard and Semoran Boulevard signalized intersection and entrance to the retail center. This vinyl fence extension will serve to deflect vehicular lights as traffic enters the retail center. The 4-foot vinyl fence must meet all building codes and be approved by the Seminole County Building Official.
- D. All restaurant and specialty coffee or food establishments shall install a trash compactor inside the leased premise to consolidate any food waste from the business and said waste be transported to the existing and trash dumpster on the retail center property.
- E. No new trash dumpster shall be located on the subject property.
- F. All restaurant and specialty coffee or food establishments will not remain open after 10:00 pm.
- G. All Development shall comply with the attached Final Site Plan, "Exhibit B".

XII. **Standard Commitments**

- A. Unless specifically addressed otherwise herein, all development shall fully comply with all codes and ordinances, including the impact fee ordinances, in effect in Seminole County at the time of permit issuance.
- B. This Developer's Commitment Agreement touches and concerns the aforescribed property and the conditions, commitments and provisions of the Developer's Commitment Agreement shall perpetually burden, run with and follow the said property and be servitude upon binding upon said property unless release in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The Owner has expressly covenanted and agreed to this provision and all other terms and provision of this Developer's Commitment Agreement.

C. The terms and provisions of the Developer's Commitment Agreement are not severable and in the event that any portion of this Developer's Commitment Agreement shall be found to be invalid or illegal then the entire Developer's Commitment Agreement shall be null and void.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Brenda Carey, Chairman

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, American Federated Title Corporation , on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Developer's Commitment Agreement.

Witness

Robert Cornfield
President of American Federated Title Corporation

Printed Name

Witness

Printed Name

STATE OF FLORIDA)
)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert Cornfield, who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2008.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

EXHIBIT "A"
Legal Description

THAT PORTION OF SECTION 7 AND SECTION 18, ALL BEING IN TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7; THENCE SOUTH 89°56'39" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 7 FOR 2435.29 FEET TO THE EASTERLY LINE OF TRACT D, BEL AIRE HILLS UNIT 1, AS RECORDED IN PLAT BOOK 22, PAGES 7 AND 8 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND TO THE POINT OF BEGINNING; THENCE NORTH 00°15'59" WEST, FOR 117.08 FEET TO A POINT AT THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 436, A 200 FOOT WIDE RIGHT-OF-WAY AND TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 2,042.08 FEET, A CENTRAL ANGLE OF 19°01'49" AND TO SAID POINT A RADIAL LINE BEARS SOUTH 21°24'29" WEST; THENCE EASTERLY ALONG SAID CURVE FOR 678.26 FEET; THENCE SOUTH 00°15'59" EAST, FOR 74.43 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 100 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 89°41'41" WEST, ALONG SAID SOUTH LINE OF THE NORTH 100 FEET FOR 660.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE NORTH 00°15'59" WEST, ALONG SAID WEST LINE FOR 100.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS CONTAIN 83,537 SQUARE FEET OR 1.918 ACRES, MORE OR LESS.

EXHIBIT "B"
Final Site Plan

REVISION	DATE	PER DRC COMMENTS
	04/10/08	PER DRC COMMENTS
	04/10/08	PER STAFF COMMENTS

PLANNING DESIGN GROUP

930 Woodcock Rd, Ste. 224
Orlando, FL 32803

Ph: (407) 207-0101 Fax: (407) 207-0054



COLONIAL SHOPS AT BEAR LAKE
PHASE II

AMERICAN FEDERATED TITLE CORPORATION
C/O COLONIAL PROPERTIES SERVICES, INC.
950 MARKET PROMENADE AVENUE, SUITE 2200
LAKE MARY, FL 32746

Ph: (321) 257-1101 Fax: (321) 257-1107

LAND USE PLAN

DRAWN BY:	FW	CHECKED BY:	AAA
PROJECT NO.:	06-0016	DATE:	03.13.2008
FILE NAME:	LAND USE PLAN.dwg		

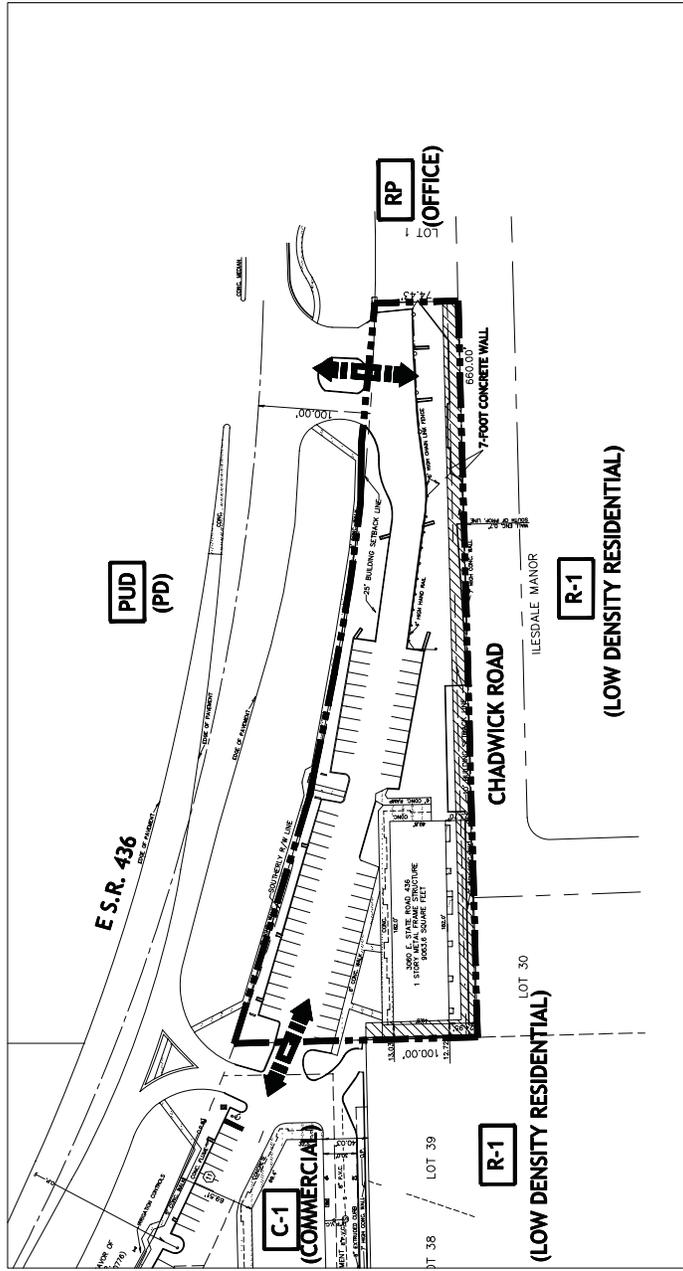


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The information provided on this document may be subject to change based on more detailed survey, environmental or specific building product information.

LEGEND

	PROJECT BOUNDARY
	ACCESS POINT
	ZONING BOUNDARY
	ZONING A-1
	FUTURE LAND USE (LD)
	BUFFER



Development Standards

Maximum Building Height:	27 feet/1 story
Building Area:	9,043 square feet
Minimum Building Setbacks:	25 feet
Front:	25.70 feet
Side:	12.72 feet
Back:	25 feet
Active Buffer:	Not Applicable
Passive Buffer:	South and West Adjacent to Residential
Required:	Minimum 15 feet 4-foot high brick or masonry wall 31 trees (4 canopy trees/100 linear feet @ average 3" caliper)
Provide:	Wood Boundary Minimum 12.72 feet (Where Requested) 7-foot high concrete wall 2 trees (16" dbh, average 2" dbh) 36" hedge
Open Space Required:	6.68 acres (20% of total area)
Open Space Provided:	6.68 acres

Project Notes

- The property is currently developed as part of the Colonial Shoppes Bear Lake Shopping Center (formerly Bear Lake Village).
- The property is improved with a 1 story metal frame building that is 9,043 square feet.
- The property includes 60 parking spaces and proposed landscaping and open space which is consistent with the American County Land Development Code.

Existing Traffic: 2007 Average Daily Trips (ADT) for E.S.R. 436 = 48,408 Trips
Traffic Study Threshold: 1% of ADT = 484 Trips
Existing Trips: 9,043 s.t. office @ 11.07 ADT/1,000 s.t. = 100 Trips
Proposed Trips: 9,043 s.t. shopping center @ 62.94 ADT/1,000 s.t. = 289 Trips
Difference: 289 Trips

Stormwater: The stormwater system is currently designed and permitted to meet the requirements of the American County Land Development Code and the St. Johns River Water Management District regulations.

Developer's Commitment:

- Paint rear 7-foot high concrete wall adjacent to Chadwick Road on side of wall facing residential units in the Ilesdale Manor subdivision.
- On portions of the 7-foot high concrete wall that is adjacent to the public right-of-way and are obscured by vegetation, the owner will paint and install high concrete wall after vegetation is removed.
- Install 4-foot high ledge colored vinyl fence above the existing 7-foot high concrete wall only on the portion of wall across from the Hunt Club Boulevard and Semoran Boulevard signalized intersection and entrance to the retail center. This vinyl fence extension will serve to deflect vehicular traffic as traffic enters the retail center.
- All new concrete walls and concrete curbs shall include a trash compactor inside the base of the wall to collect and remove trash from the base of the wall and shall be transported to the already existing and approved trash dumpster on the retail center property.
- No new trash dumpster shall be located on the subject property.
- All restaurant and specialty coffee or food establishments will not remain open after 10:00 pm.

Land Use Summary

Total Acres:	1,918
Watered Acres:	0
Total Upland Acres:	1,918
Existing Future Land Use:	Office
Proposed Future Land Use:	Planned Development
Existing Zoning:	Office District (OP)
Proposed Zoning:	Planned Unit Development (PUD)
Existing Use:	Office (9,043 square feet)
Proposed Use:	Commercial (9,043 square feet) C-1 (including any uses permitted in the CH and CS Districts) The following uses are included: a) Amusement b) Barber, where goods are sold on premises at retail prices c) Communication towers d) Dry cleaning/laundry facilities e) Employment agencies f) Financial business g) Hardware stores h) Launderettes and laundromats i) Multi-family housing - such as condominiums, townhomes, or townhomes of medium to high density j) Public and private schools k) Service facilities l) Theaters

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On May 20, 2008, Seminole County issued this Denial Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

Property Owner(s): American Federated Title Corporation

Project Name: Colonial Shoppes at Bear Lake Village PCD Rezone/SSLUA

Requested Development Approval: The applicant is requesting a Small Scale Land Use Amendment from OFF (Office) to PD (Planned Development) and a rezone for 1.198 ± acres located at the southwest corner of SR 436 and S. Hunt Club Blvd, from OP (Office) to PCD (Planned Commercial Development).

The Board of County Commissioners has determined that the requested Small Scale Land Use Amendment to PD (Planned Development) and associated rezone to PCD (Planned Commercial Development) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Colonial Shoppes at Bear Lake Village PCD Rezone/SSLUA" and all evidence submitted at the public hearing on May 20, 2008, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested Small Scale Land Use Amendment to PD and rezone to PCD should be denied.

ORDER**NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:**

The aforementioned application for development approval is **DENIED**.

Done and Ordered on the date first written above.

**SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Brenda Carey, Chairman

EXHIBIT "A"**Legal Description**

THAT PORTION OF SECTION 7 AND SECTION 18, ALL BEING IN TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 7; THENCE SOUTH 89°56'39" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 7 FOR 2435.29 FEET TO THE EASTERLY LINE OF TRACT D, BEL AIRE HILLS UNIT 1, AS RECORDED IN PLAT BOOK 22, PAGES 7 AND 8 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND TO THE POINT OF BEGINNING; THENCE NORTH 00°15'59" WEST, FOR 117.08 FEET TO A POINT AT THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 436, A 200 FOOT WIDE RIGHT-OF-WAY AND TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 2,042.08 FEET, A CENTRAL ANGLE OF 19°01'49" AND TO SAID POINT A RADIAL LINE BEARS SOUTH 21°24'29" WEST; THENCE EASTERLY ALONG SAID CURVE FOR 678.26 FEET; THENCE SOUTH 00°15'59" EAST, FOR 74.43 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 100 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTH 89°41'41" WEST, ALONG SAID SOUTH LINE OF THE NORTH 100 FEET FOR 660.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE NORTH 00°15'59" WEST, ALONG SAID WEST LINE FOR 100.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS CONTAIN 83,537 SQUARE FEET OR 1.918 ACRES, MORE OR LESS.

COMPREHENSIVE PLAN AMENDMENT

Colonial Shoppes at Bear Lake, Phase II

JUSTIFICATION STATEMENT

I. General Statement

The subject property (the "property") consists of approximately 2.065 acres of land and is located on the south side of Semoran Boulevard (SR 436) east of Balmy Beach Road and west of S. Hunt Club Boulevard within unincorporated Seminole County. The property address is 3030 SR 436 E, Apopka, FL 32703 with Tax Parcel I.D. No. 07-21-29-300-022B-0000.

This justification statement is being prepared as a supplement to the application to change the Future Land Use Map on the property from "Office" to "Planned Development" and to allow commercial uses. There are several sections of Seminole County's Vision 2020 Comprehensive Plan that support the proposed change.

II. History

The property is part of the existing Colonial Shoppes Bear Lake Shopping Center which was developed in 1988. The original approval for the entire retail center consists of approximately 13.73 acres. The western portion of the site is approximately 11.6 acres, is designated as "Commercial" and is zoned "C-1" Retail Commercial District. The eastern portion which is adjacent to the Ilsedale Manor subdivision is designated as "Office" and is zoned "OP" Office District.

Over the years, the Office designated portion of the existing retail center property included a variety of tenant uses that were similar in nature to professional office including a chiropractor's office and insurance office. However, there were certain uses that were approved, which, while not incompatible with office, were not, under the strict interpretation of the code considered office. Such uses include personal services, dog grooming, and café establishments.

The applicant is attempting to lease Unit 100 of the existing building to the "Daily Grind Coffee House & Café" and during renovation of the



unit the Seminole County Sheriff's Office issued a Warning Notice of Code Violation which cited Sec. 30.622 and 30.633 of the Seminole County Land Development Code (SCLDC). The notice also extended to Studio Fun (Unit 112), Nails Plus (Unit 114) and Soapy's Dog Wash (Unit 120).

The sections of the SCLDC pertain to permitted and accessory uses within the OP zoning district. While the uses may be considered accessory uses, they do not currently function in that manner and as such, the Future Land Use Map and zoning map must be amended to be consistent with the existing and proposed tenant uses.

III. Current Use

The subject property is currently developed as part of the Colonial Shoppes Bear Lake Shopping Center. North of the property is the Hunt Club Shopping Center. Adjacent to the property on the south is the Ilesdale Manor residential subdivision. East of the property is a dentist office and vacant property designated as Office on the Future Land Use Map.

IV. Development Trends

The subject property is generally located at the intersection of Semoran Boulevard and S. Hunt Club Boulevard. The area is generally characterized as predominantly commercial with a few office buildings. The property is part of an established retail center and therefore is compatible with and consistent with the predominant commercial land uses in the area.

The residential uses adjacent to the south are separated by an existing 7-foot high concrete wall. At the easternmost portion of the property it is further screened by a 4-foot high wooden fence atop the 7-foot high concrete wall. The total screen at the easternmost portion is 11 feet high which blocks all automobile headlights from illuminating the residences when entering the shopping center at the intersection of S. Hunt Club Boulevard and Semoran Boulevard.



V. Proposed Use

The proposed amendment to the Future Land Use Map is to allow for commercial uses in the Planned Development Future Land Use designation. The proposed use will address a code enforcement violation of an existing office building that currently has accessory commercial uses.

VI. Consistency with the Vision 2020 Comprehensive Plan

The proposed change to a Planned Development Future Land Use designation to allow commercial uses is compatible with the development trends in the area, and is consistent with the Future Land Use designations east and north of the property. This proposed change meets the goals, objectives and policies of the Seminole County Vision 2020 Comprehensive Plan in the following respects.

1. Issue FLU 4 of the Comprehensive Plan indicates that Rule 9J-5.006, FAC requires plans of the local government's contain specific provisions to discourage urban sprawl. Urban sprawl is then further defined as scattered, poorly planned development occurring at the urban fringe and rural areas, which frequently invades land important to natural resource protection.

The proposed change to Planned Development on the property will not encourage urban sprawl, since it is located in an urban area and is adjacent to commercial uses to the west and large tracts of commercial properties across Semoran Boulevard. The property is not located within the urban fringe.

2. Policy FLU 5.3 of the Comprehensive Plan addresses the designation of additional strip commercial development by requiring the commercial and retail:
 - a. Be located adjacent to collector and arterial roadway intersections to maintain road capacity and not set a precedent for further strip development;

The property is located at the intersection of Semoran Boulevard (SR 436), which is designated as an Urban Principal Arterial road by the Florida Department of



Transportation, and S. Hunt Club Boulevard, which is designated as a Collector road by Seminole County. The property meets the locational criteria for additional strip commercial.

- b. Located where commercial uses are the predominant existing use along the roadway in both directions from the site and, therefore, the proposed commercial development represents infill development;

The property is part of an existing 500,000+ square foot retail center. Directly across the street is the Hunt Club Shopping Center which includes approximately 600,000 square feet of retail. Within 500 feet along Semoran Boulevard in both directions are other retail uses. The Piedmont Plaza and Wekiva Corners retail centers are within adjacent unincorporated Orange County to the west. Therefore, the property is considered as infill.

- c. Located within a mixed-use planned development to provide convenient retail service for residents and reduce residential traffic on area roadways;

While the property is not part of a planned development, the effect is that of an existing mixed use development. This is represented by the existing adjacent residential subdivision and office uses and the property provides easy access for employees and residents to utilize the retail and other services offered in the retail center.

- d. Located adjacent to residential areas where compatibility with the residential area can be maintained in order to preserve neighborhood viability and community character;

The property is already developed with a non-residential structure as part of a larger retail center and contains significant screening and landscape buffering. This proposed use to commercial will serve to provide neighborhood commercial uses which are compatible with the adjacent residential subdivision. The proposed commercial uses within the existing building will not



materially impact the adjacent residential neighborhood to the south as it is screened by a 7 foot high concrete wall and several specimen trees with varying calipers ranging from 8 inches to 30 inches. These specimen trees include oak, sycamore and maple and are mature trees as the retail center was developed approximately 20 years ago.

3. The Future land use Element of the Comprehensive Plan also provides for the "Plan Amendment Standards of Review." These standards are an evaluation of the property to determine the following;
- a. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property;

The surrounding area is predominantly commercial and other new commercial development is currently being developed within ½ mile of the property. The area continues to transition into additional commercial areas which front onto Semoran Boulevard. The property is already developed with a non-residential building as part of a larger retail center. Therefore the proposed use is consistent with the continued transitioning uses to commercial which are the predominant uses in the area.

- b. Whether public facilities and services will be available concurrent with the impacts of the development at adopted levels of service;

The property was developed in 1988 and as such, all issues related public facilities and services were addressed prior to the issuance of the Certificate of Occupancy.

- c. Whether the site is suitable for the proposed use and will be able to comply with flood prone regulations, wetlands regulations and all other development regulations;

The property is already developed and contains the required stormwater management infrastructure. There



are no wetland issues on the property as it is already developed and there are no proposed site improvements.

- d. Whether the proposal adheres to other special provisions of law (e.g. Wekiva River Protection Act);

The property was developed in 1988 at the same time that the Wekiva River Protection Act was adopted. The property would have complied with all the requirements of the Act. Since the property is not being redeveloped, this provision is not applicable to the property.

- e. Whether the proposed use is compatible with the surrounding development in terms of community impacts and adopted design standards of the Land Development Code;

The proposed use of the existing building is compatible with the surrounding uses. The proposed commercial use is appropriately located within an existing retail center and within an urban area along a major arterial and collector road. Since the property is not being redeveloped to add new square footage, the external development impacts have already been accounted for during the original approval of the overall retail center.

- f. Whether the proposed use further the public interest by providing:
- i. Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site;

Since the property is already developed, there is no increased need for public facility or facility improvements to accommodate the proposed commercial use.

- ii. Dedications or contributions in excess of Land Development Code requirements;



Since the property is already developed, there are no proposed dedications or contributions in excess of the land development code requirements.

There are however, some property improvements and operational conditions that the applicant will proffer to maximize compatibility with the adjacent residential subdivision to the south.

- **Paint rear 7-foot high concrete wall adjacent to Chadwick Road on side of wall facing residential units in the Ilesdale Manor subdivision.**
- **On portions of the 7-foot high concrete wall that is adjacent to the public right-of-way and are obstructed by vegetation, developer will paint said 7-foot high concrete wall after vegetation is removed by Seminole County to allow access to said 7-foot high concrete wall.**
- **Install 4-foot high beige colored vinyl fence above the existing 7-foot high concrete wall only on the portion of wall across from the Hunt Club Boulevard and Semoran Boulevard signalized intersection and entrance to the retail center. This vinyl fence extension will serve to deflect vehicular lights as traffic enters the retail center.**
- **The tenant, "Daily Grind Coffee House & Café," shall install a trash compactor inside the leased premise to consolidate any food waste from the business and said waste be transported to the already existing and approved trash dumpster on the retail center property.**
- **No new trash dumpster shall be located on the subject property.**
- **The tenant, "Daily Grind Coffee House & Café," will not remain open after 10:00 pm.**



iii. Affordable housing;

There are no residential uses proposed on the property or within the existing building.

iv. Economic development;

The proposed use of the existing building will provide for economic development in the area and offer some employment opportunities.

v. Reduction on transportation impact on area wide roads;

The proposed use is part of an already developed retail center and therefore will minimally impact the surrounding roads. The residents to the south will continue to have access to the property with minimal impact to SR 436.

According to information gathered from the 2007 Seminole County Travel Time & Delay Study, Eastbound SR 436 is operating at Level of Service (LOS) "B" for segments Balmy Beach Road to Hunt Club Boulevard and Hunt Club Boulevard to Bear Lake Road. Westbound SR 436 is operating at LOS "A" for segments Bear Lake Road to Hunt Club Boulevard and Hunt Club Boulevard to Balmy Beach Road.

The adopted LOS standard in the Vision 2020 Comprehensive Plan is LOS "E" for County roads and SR 436. Therefore, the additional 20 PM Peak Hour trips will have minimal impact to the surrounding roadway network and will not act to degrade the roadway below the adopted LOS of "E."

vi. Mass transit;

Mass transit is available to the property and is serviced by Link 41 of "Lynx" which is the Central Florida Regional Transit Authority.



- vii. Whether the proposed land use designation is consistent with any other applicable Plan policies, the Strategic Regional Policy Plan and the State Comprehensive Plan;

The foregoing information regarding compatibility, off-site impacts and consistency with the SCLDC also address consistency with other plan policies.

VII. Conclusion

The proposed commercial use on the property is consistent with the Seminole County Vision 2020 Comprehensive Plan for the following reasons.

The proposed commercial use does not encourage urban sprawl and conversion from office to commercial meets the locational criteria for strip commercial. The proposed use is considered "infill" when compared to the predominant commercial uses in the area. Therefore, this proposed use does not establish a precedent for other strip commercial uses that may not be appropriately located.

The proposed use furthers and complements the County's desire for mixed use opportunities. The existing residential development, combined with the office uses to the east and the existing commercial to the north and west in total creates a focused "town center" and provides retail and employment opportunities for the nearby residents.

The proposed commercial use of the property meets the Plan Amendment Standards of Review as it is consistent with the surrounding character which continues to transition to commercial uses along Semoran Boulevard. Public facilities and services are minimally impacted by the proposed use since it is an already improved site developed to commercial standards. The additional 20 PM Peak our trips will not act to degrade the surrounding roadway network below the adopted LOS of "E."

The proposed use is compatible with the surrounding area and is appropriately located within an existing retail center. The proposed



use offers additional neighborhood retail opportunities for the nearby residents.

To maximize compatibility with the adjacent residential uses to the south of the property, certain site improvements and operational conditions are proposed. Some of these improvements include painting the 7-foot high concrete wall; replacing the additional 4-foot high wooden fence with a vinyl fence at the eastern entrance of the property to block headlight from traffic entering the retail center; requiring the installation of a trash compactor within the leased premise of the Daily Grind Coffee House & Café; limiting the hours of operation for the Daily Grind Coffee House & Café to close at 10:00 p.m.; and prohibiting any new trash dumpster on the property.

The proposed amendment to change the Future Land Use Map from Office to Planned Development to allow commercial uses is a reasonable use of the property and is in keeping with the surrounding area which is predominantly commercial.



April 4, 2008

Austin Watkins, Senior Planner
 Seminole County Planning Division
 1101 E. First Street
 Sanford, FL 32771-1468

SUBJECT: Active/Passive Buffer & Setback Waiver Request
 Colonial Shoppes at Bear Lake, Phase II (Parcel Id # 07-21-29-300-022B-0000)
 PDG No.: 080016

Dear Mr. Watkins:

This letter will serve as a formal request for the Seminole County Planning Division to process a waiver for the above referenced project. This waiver request is submitted in conjunction with the re-submittal of the Planned Unit Development (PUD) Development Plans, and specifically addresses comment C. 3.

Waiver Request 1 – Western Property Line (100 linear feet):

County Passive Buffer Width / Content	Proposed Passive Buffer Width /Content	County Passive Setback	Proposed Passive Setback
1 story building = 15 ft. wide 2 or more story building = 15 ft. wide	12.72 ft. wide	1 story Building = 25 ft. setback 2 or more story building = 50 ft. setback	12.72 ft.
Brick or masonry wall, 6 ft. in height	7-foot high concrete wall		
4 canopy trees (2½" dia. measured at 1 ft. above ground) for every 100 linear feet of buffer (4 required)	2 canopy trees (min. 20" dbh, average 22" dbh) 30" hedge		

Justification: The subject property is currently developed with a 9,063 SF building. The trees along the western property line are a mature oak and camphor with a minimum 20" diameter breast height (dbh) and an average of 22" dbh. The western side of the building does not have any windows or doors and function as a secondary screen for the adjacent residential uses.

PLANNING DESIGN GROUP, LLC
 930 Woodcock Road, Suite 224
 Orlando, Florida 32803-3713

Phone: (407) 207-0101
 Fax: (407) 207-0054
 E-mail: pdgmail@pdgfla.com

Waiver Request 2 – Southern Property Line: (660 linear feet)

County Passive Buffer Width /Content	Proposed Passive Buffer Width /Content	County Passive Setback	Proposed Passive Setback
1 story building = 15 ft. wide 2 or more story building = 15 ft. wide Brick or masonry wall, 6 ft. in height 4 canopy trees (2½” dia. measured at 1 ft. above ground) for every 100 linear feet of buffer (26 required)	23.70 ft. wide 7-foot high concrete wall plus additional 4-foot high vinyl fence at eastern end of wall opposite eastern entrance to retail center 14 canopy trees (min. 8” dbh, average 14” dbh) 30” hedge	1 story building = 25 ft. setback 2 or more story building = 50 ft. setback	23.70 ft.

Justification: The subject property is currently developed with a 9, 063 SF building. The trees along the southern property line are mature oak and maple which range in size from 8” dbh to 24”dbh for an average of 14” dbh. In addition, the southern property line is adjacent to the right-of-way for Chadwick Road. Therefore there is an even greater distance separation between the passive side of the building and the residential uses.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Andre A. Anderson, AICP
 Principal

AAA/

cc: Mary Lou Davis, CSM, Broker, Colonial Properties Trust
 James Johnston, Esq., Shutts & Bowen, LLP

**MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
MAY 7, 2008**

Members present: Matthew Brown, Ben Tucker, Dudley Bates, Walt Eismann, Rob Wolf, Kim Day and Melanie Chase.

Also present: Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; David Shields, Assistant County Attorney; Dori DeBord, Planning and Development Director; Larry Poliner, Development Review Manager; Planning Staff, Development Review Staff and Connie R. DeVasto, Clerk to the Commission.

7. Bear Lake Village Rezone and Small Scale Future Land Use Amendment; **Andre Anderson, applicant;** SSLUA (Small Scale Land Use Amendment) from OFF (Office) to PD (Planned Development) and Rezone from OP (Office) to PCD (Planned Commercial Development) for a commercial plaza; located at the southwest corner of the intersection of SR 436 and S. Hunt Club Blvd. (Z2008-11)

Commissioner Van Der Weide - District 3
Austin Watkins, Senior Planner

Austin Watkins stated that this is a Small Scale Land Use Amendment from OFF (Office) and COM (Commercial) to PD (Planned Development) and a rezone from OP (Office) to PCD (Planned Commercial Development) for 1.198 ± acres located at the southwest corner of SR 436 and S. Hunt Club Blvd.

Mr. Watkins stated that the subject property was rezoned in June 1985 to OP to allow for a single-story office building. In 1988, the subject property was constructed as a part of the Bear Lake Village Shopping/Office Center. In November 2007, the property was cited by the Seminole County Sheriff Department's Code Enforcement Division for non-compliance with the Seminole County Land Development Code.

Mr. Watkins stated that the code violations are four tenants within the building are uses that are not permitted in the OP zoning classification. Mr. Watkins stated that those are a coffee shop, dog groomer, nail salon and an indoor amusement facility.

Mr. Watkins stated that the applicant is requesting to rezone the property to PCD to allow for C-1 uses with exclusions and gave a list of the exclusions associated with C-1.

Mr. Watkins stated that in order to make the C-1 uses compatible with the adjacent residential area, the applicant is proposing the following conditions of approval in addition to the limitations of uses: no new trash dumpster shall be located on the subject property; all restaurant and specialty coffee or food establishments will not remain open after 10:00 p.m. Mr. Watkins further stated that the applicant is proposing

no changes to the existing site, except to enhance the existing buffering adjacent to the residential area.

Mr. Watkins stated that Staff evaluated whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property and found that the Commercial FLU and commercial uses are the existing predominant use along both the south-side and north-side of the SR 436 corridor.

Mr. Watkins stated that Staff evaluated whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of the Land Development Code and found that the proposed Preliminary/Final Master Plan demonstrates a compatible transition between Low Density Residential FLU and the proposed uses. This transition is achieved by the proposed buffering standards, limitations on uses and hours of operation and other conditions of approval.

Mr. Watkins discussed the Sensitive Site Design Standards referenced in Policy FLU 5.3: Strip Commercial Development, which states that commercial and retail uses shall be located adjacent to collector and arterial roadway intersections to maintain road capacity and not set a precedent for further strip development.

Mr. Watkins' evaluation revealed that the subject property is located adjacent to collector and arterial roadway intersections in that SR 436 has been designated by the Florida Department of Transportation as an Urban Principal Arterial roadway and Hunt Club Boulevard is designated as a Collector roadway by the Seminole County Public Works Department. Mr. Watkins further stated that the site has direct access to the signalized intersection of SR 436 and S. Hunt Club Boulevard.

Mr. Watkins further discussed Policy FLU 5.3 which also states that Strip Commercial Development shall be located where commercial uses are the predominant existing use along the roadway in both directions from the site and, therefore, the property development represents infill development.

Mr. Watkins' evaluation revealed that the subject property has approximately 650 feet of frontage on SR 436 and SR 436 has transitioned to a commercial corridor with commercial uses in both directions and both sides of the roadway.

Mr. Watkins further discussed Policy FLU 5.3 which also states that Strip Commercial Development shall be located within a mixed use planned development to provide convenient retail services and reduce residential traffic on area roadways.

Mr. Watkins' evaluation revealed that the subject property is not located within a mixed use planned development.

Mr. Watkins further discussed Policy FLU 5.3 which also states that Strip Commercial Development shall be located adjacent to residential areas only where compatibility with

the residential area can be maintained in order to preserve viability and community character.

Mr. Watkins' evaluation revealed that the proposed Planned Development FLU and Planned Commercial Development zoning classification allow for compatibility between the existing single-family subdivision to the south and west. Also, the proposed buffers, uses and conditions allow for a transition. The applicant is proposing uses which are consistent with the Neighborhood Commercial definition in the Seminole County Comprehensive Plan which allows for less intensive uses and impacts versus Community/Regional Commercial.

Staff has reviewed the waiver request and its impact on the residents of the Ilesdale Manor Subdivision and recommends approval of the Passive Buffer reduction. Staff has determined the site conditions warrant a less intensive buffer for the following reasons: the existing canopy trees and hedges are mature, the site was originally constructed in 1988, there is no drive aisle between the building and the single-family residential and the lack of a continual pedestrian connection between the rear and side of the building, therefore making deliveries adjacent to the residential area more difficult.

Staff has reviewed the Final Site Plan/Developer's Commitment Agreement and has determined that it meets all conditions of approval as outlined in the proposed Development Order. If approved, this rezone and SSLUA will bring the subject property into compliance with the Seminole County Land Development Code and will resolve the pending code enforcement violations on this property.

Staff recommends approval of a Small Scale Land Use Amendment from OFF (Office) and COM (Commercial) to PD (Planned Development) and a rezone from OP (Office) to PCD (Planned Commercial Development), for 1.198 ± acres located at the southwest corner of SR 436 and S. Hunt Club Boulevard and recommends approval of the attached Final Site Plan, Development Order and Developer's Commitment Agreement based on Staff findings.

Andre Anderson, who represents the owner, was present and stated that he supports staff recommendation and advised the Commission that he would like to clear the code violation. Mr. Anderson further stated that they have installed vinyl fencing and screening above the wall and they want to be a good neighbor.

No one spoke in favor of the application from the audience.

Gerald Green of 3320 Chadwick Road stated that he was opposed to this request. Mr. Green gave a brief history of this area and stated that he was very happy with the current OP zoning. Mr. Green further stated that there is no access in the back of the building and gave a brief history of his involvement in this process with the Planning and Building Divisions. Mr. Green asked the Commission to take his opposition into consideration.

Mr. Anderson advised that they want to be a good neighbor and that the existing buffer is very severe to keep it separated from the neighborhood.

Commissioner Tucker inquired as to the status of Snowball Dental Lab.

Mr. Watkins advised that Staff is still waiting for a signed Development Order from the applicants.

Commissioner Tucker asked if Snowball Dental Lab and the proposed request would change the trend in this area.

Mr. Watkins stated that they meet the standard.

Two speaker forms were received in opposition from Raul Perez of 704 Virginia Lane and Israel Rodriguez of 703 Virginia Lane. However, they did not want to speak publicly.

Commissioner Tucker made a motion to recommend approval the request.

Commissioner Bates seconded the motion.

Commissioner Day inquired as to why there is a condition that does not allow another dumpster.

Mr. Watkins stated that they can not have a new dumpster on the property.

Mr. Anderson stated that they are requiring the store to have a compactor installed inside the store so that they will have less to carry to the central dumpster which is used by all the tenants on this property.

General discussion was had by the Commission on the other types of businesses in the area and of the request before them.

Dori DeBord, Planning and Development Director, advised the Commission that Staff is trying to find a solution to the code enforcement violation and possible abatement if this item is not approved.

The motion passed unanimously 7 – 0.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Cattle Drive Trail Rezone from A-5 (Rural) to A-10 (Rural)

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

AUTHORIZED BY: Dori DeBord

CONTACT: Brian Walker

EXT: 7337

MOTION/RECOMMENDATION:

1. Approve the request for a rezone from A-5 (Rural) to A-10 (Rural) for 56.00 + acres, located on the east side of Cattle Drive Trail, north of W. Osceola Rd. and authorize the Chairman to execute the Rezone Ordinance based on staff findings (Pauline M. Saucer, applicant); or
2. Deny the request for a rezone from A-5 (Rural) to A-10 (Rural) for 56.00 + acres, located on the east side of Cattle Drive Trail, north of W. Osceola Rd. and authorize the Chairman to execute the Denial Development Order, (Pauline M. Saucer, applicant); or
3. Continue the item to a time and date certain.

District 5 Brenda Carey

Brian M. Walker

BACKGROUND:

The applicant, Pauline Saucer, is requesting a rezone from A-5 (Rural) to A-10 (Rural) in order to meet the qualifications pursuant to the regulations outlined for the Family Subdivision in Section 35.72 (e) of the Land Development Code.

The Family Subdivision facilitates the continuance of the family farm. It allows subdividers who have been actively farming or ranching for the past three years, to subdivide a parcel zoned A-10 into no more than 3 total lots. The parent parcel must be at least ten acres in size and the two newly created lots must be at least one net buildable acre in size. These newly created lots can only be sold or transferred to the subdivider's immediate family.

Staff has determined that with the exception of the A-10 zoning classification, the applicant meets all conditions required to pursue a Family Subdivision.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission met on May 7, 2008 and voted 7-0 to recommend approval of the request to rezone 56.00 + acres from A-5 (Rural) to A-10 (Rural) located on the east side of Cattle Drive Trail, north of W. Osceola Rd.

STAFF RECOMMENDATION:

Staff recommends the Board approve the request to rezone from A-5 (Rural) to A-10 (Rural) for 56.00 + acres, located on the east side of Cattle Drive Trail, north of W. Osceola Rd.

ATTACHMENTS:

1. Cattle Staff Report
2. Location Map
3. Zoning & Future Land Use Map
4. Aerial Map
5. Rezone Ordinance Cattle Dr
6. Denial Development Order Cattle Dr
7. Ownership Disclosure Form
8. Cattle Dr P&Z minutes

Additionally Reviewed By:

County Attorney Review (David Shields)

Cattle Drive Trail Rezone from A-5 to A-10	
APPLICANT	Pauline Saucer
PROPERTY OWNER	Pauline, Ann & Jay Saucer
REQUEST	Rezone from A-5 (Rural) to A-10 (Rural)
PROPERTY SIZE	56 + acres
HEARING DATE (S)	P&Z: May 7, 2008 BCC: May 20, 2008
PARCEL ID	09-20-32-300-073A-0000 and 09-20-32-300-0730-0000 09-20-32-300-073B-0000
LOCATION	On east side of Cattle Drive Trail, north of W. Osceola Rd.
FUTURE LAND USE	R-5
ZONING	A-5 (Rural)
FILE NUMBER	Z2008-16
COMMISSION DISTRICT	#5 – Carey

Proposed Development:

The applicant, Pauline Saucer, is requesting a rezone from A-5 (Rural) to A-10 (Rural) in order to meet the qualifications pursuant to the regulations outlined for the Family Subdivision in Section 35.72 (e) of the Land Development Code.

ANALYSIS OVERVIEW:

ZONING REQUEST

The following table depicts the minimum regulations for the current zoning district of A-5 (Rural) and the requested zoning district of A-10 (Rural).

DISTRICT REGULATIONS	Existing Zoning (A-5)	Proposed Zoning (A-10) (Setbacks from Property Boundaries)
Minimum Lot Size	5 acres	10 acres
Minimum House Size	N/A	N/A
Minimum Width at Building Line	150'	150'
Front Yard Setback	50'	50'
Side Yard Setback	10'	10'
(Street) Side Yard Setback	50'	50'
Rear Yard Setback	30'	30'
Maximum Building Height	35'	35'

PERMITTED & SPECIAL EXCEPTION USES:

The following table depicts the permitted and special exception uses within the existing and proposed zoning districts:

Uses	A-5 (existing)	A-10 (proposed)
Permitted Uses	<ul style="list-style-type: none"> (a) Single family residences and uses accessory thereto, including one (1) guest house or cottage. (b) Home occupations and home offices. (c) Groves and farms for the cultivation and propagation of citrus, vegetables, fruits, berries, nuts, grass sod and trees. (d) Pastures and grasslands for the cultivation and propagation of livestock and the keeping of ponies or horses for the immediate use of the occupant and their guests excluding, however, the commercial raising of swine. (e) Plant nurseries and green houses not involved with retail sales to the general public. (f) Poultry production. (g) Dairy farms. (h) Fish hatcheries and bait production. (i) Stables, barns, sheds, silos, granaries, windmills and related agricultural structures. (j) Roadside stands for the sale of fruits, vegetables and similar products produced on the premises, provided such stand is placed no closer than twenty-five feet (25') to a property line. (k) Public and private elementary schools. (l) Landscaping contractors as an accessory use to a wholesale nursery or wholesale tree farm. (m) One (1) boat dock and one (1) associated boathouse per lot. 	Same as A-5
Special Exception Uses	<ul style="list-style-type: none"> (1) Public and private middle schools and high schools. (2) Public utility and service structures. (3) Churches and their attendant educational and recreational buildings and off-street parking. (4) Parks and recreational areas which are publicly owned and operated. (5) Guest or tourist homes when located on state or federal highways. (6) Community residential homes, provided that the location does not create an over-concentration of such homes or substantially alter the nature and character of the area, all as defined in section 419.001(3)(c), Florida Statutes (2001). (7) Kennels (including the commercial raising or breeding of dogs). (8) Country clubs, golf clubs, fishing clubs, fishing camps, marinas and gun clubs, when making use of the land with nominal impacts to natural resources as determined by the Planning Manager. (9) Riding stables. (10) Mobile and manufactured homes in accordance with the siting standards of part 70, chapter 30 of the Land Development Code. 	Same as A-5

Uses	A-5 (existing)	A-10 (proposed)
	<p>(11) Temporary placement of a mobile home on a lot or parcel on which there is currently a primary residence in cases of severe medical hardship. Such conditional use shall result in a temporary placement of a mobile home for a period not to exceed two (2) years. Such placement shall be allowed only in cases of severe medical hardship requiring the location of a caregiver on the site. Only one (1) extension of this conditional use may be approved.</p> <p>(12) Commercial raising of swine.</p> <p>(13) Farmworker housing, either single family or multifamily dwellings, if the land use is a bona fide agriculture use; provided, however, that such structures may house only those persons and their immediate family employed in carrying out such bona fide agricultural use. Mobile homes may be permitted in lieu of tenant dwellings; provided, however, that such approvals shall be limited to a period of two (2) years. The Board of Adjustment may renew said approval for one (1) additional time period of two (2) years after review and finding that the land is used for bona fide agricultural purposes and that the use of the mobile home directly benefits said agricultural purposes.</p> <p>(14) Communication towers.</p> <p>(15) Disposal of tree cuttings or similar organic materials by burning which materials have been transported to the property.</p> <p>(16) Bed and Breakfast establishments when located adjacent to or encompassing a part of the Seminole County trail system.</p>	Same as A-5
Minimum Lot Size	5-Acre	10-Acre

COMPATIBILITY WITH SURROUNDING PROPERTIES:

The Zoning and Future Land Use designation of the surrounding properties is A-5 and Rural 5 respectively. The Rural 5 Land Use permits the A-10 zoning classification. The A-10 zoning classification is consistent with the development goals of Rural 5 in that it allows residential development on large lots and continues to accommodate agricultural uses. The A-5 and A-10 zoning classifications permit identical uses and both maintain the rural character of an area by developing at very low densities. Staff finds the proposed rezone to A-10 is consistent and compatible with the surrounding development patterns.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS:

Based on available FIRM map #12117C0095F, with an effective date of 2007, there appears to be approximately 5 acres of floodplains on the subject property.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be wetlands and/or surface waters on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS:

Utilities:

The site is not located in a water or sewer utility service area, and will not be required to connect to public utilities. Therefore, a well and septic tank will be necessary. The subject property is not in the ten year master plan for reclaimed water. An alternative source for irrigation water, such as a shallow well, will not be required until reclaimed water becomes available.

Transportation / Traffic:

The property proposes access onto Cattle Drive, which is classified as a local private easement. Cattle Drive is currently operating at a level-of-service "A" and does not have improvements programmed in the County 5-year Capital Improvement Program or FDOT 5-year Work Program.

Drainage:

The proposed project is located within the St. Johns Drainage Basin and has limited downstream capacity.

Buffers and Sidewalks:

No buffers or sidewalks are required.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS:

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS:

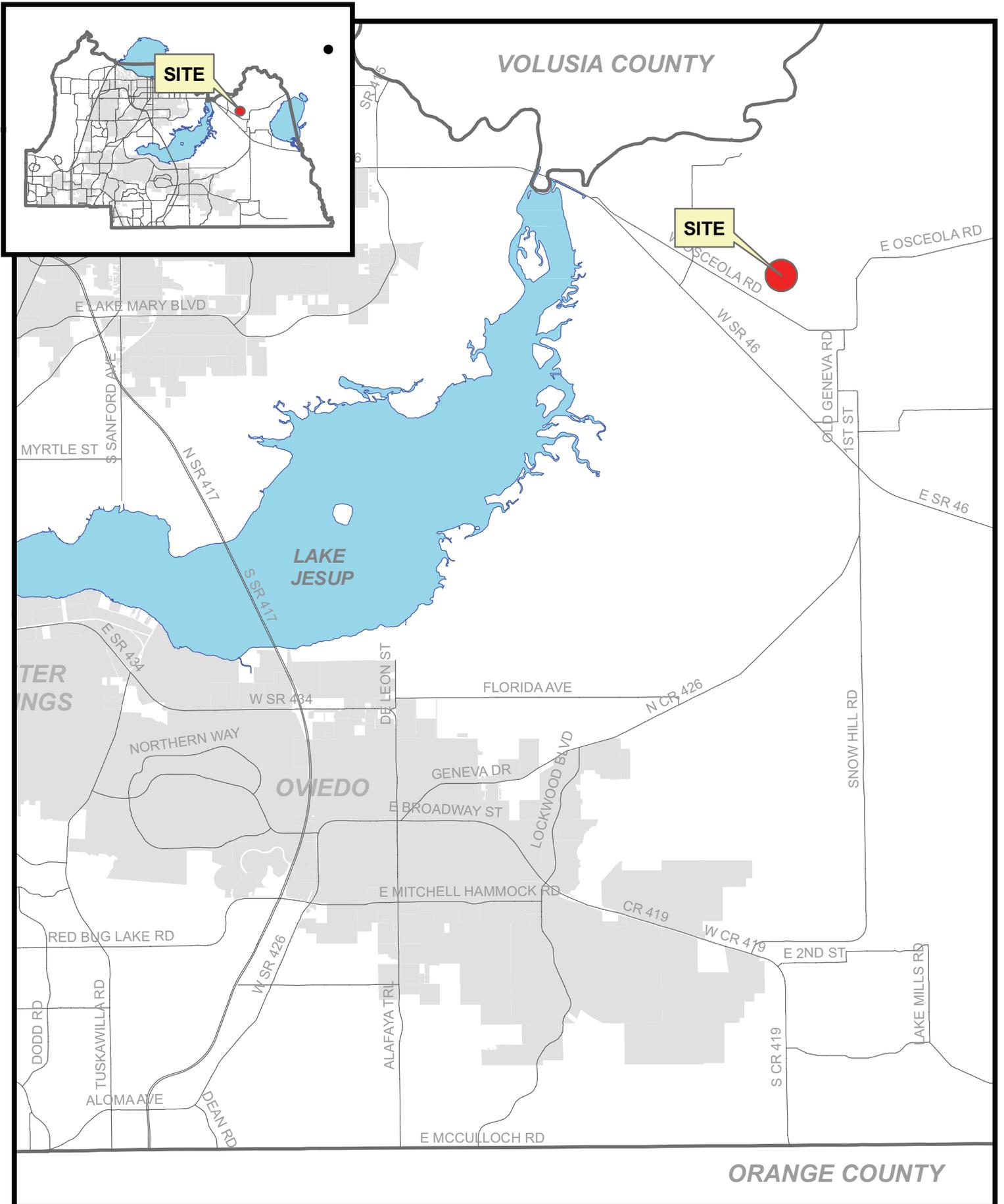
The subject property is located within the East Rural Area.

INTERGOVERNMENTAL NOTIFICATION:

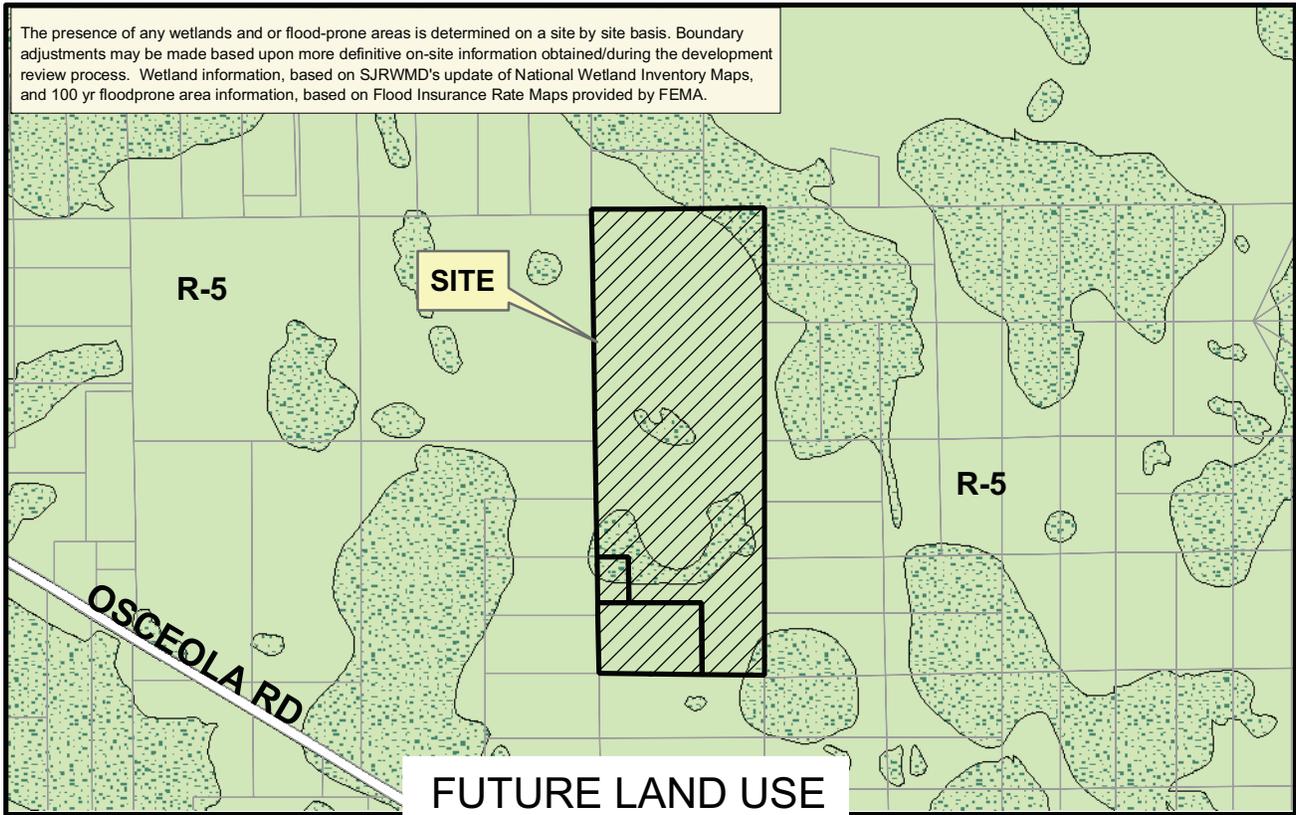
An intergovernmental notice is not required for this development.

LETTERS OF SUPPORT OR OPPOSITION:

At this time, Staff has received no letters of support or opposition.



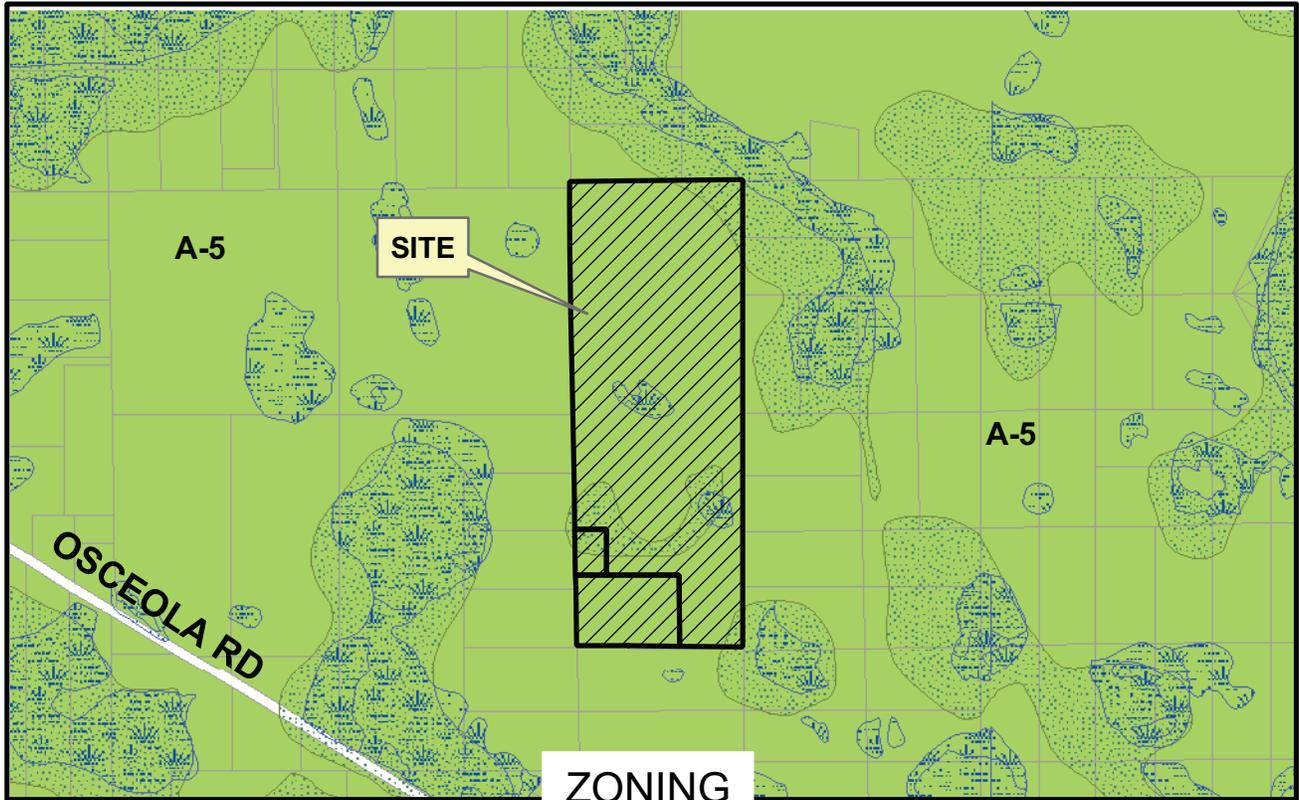
The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr flood-prone area information, based on Flood Insurance Rate Maps provided by FEMA.



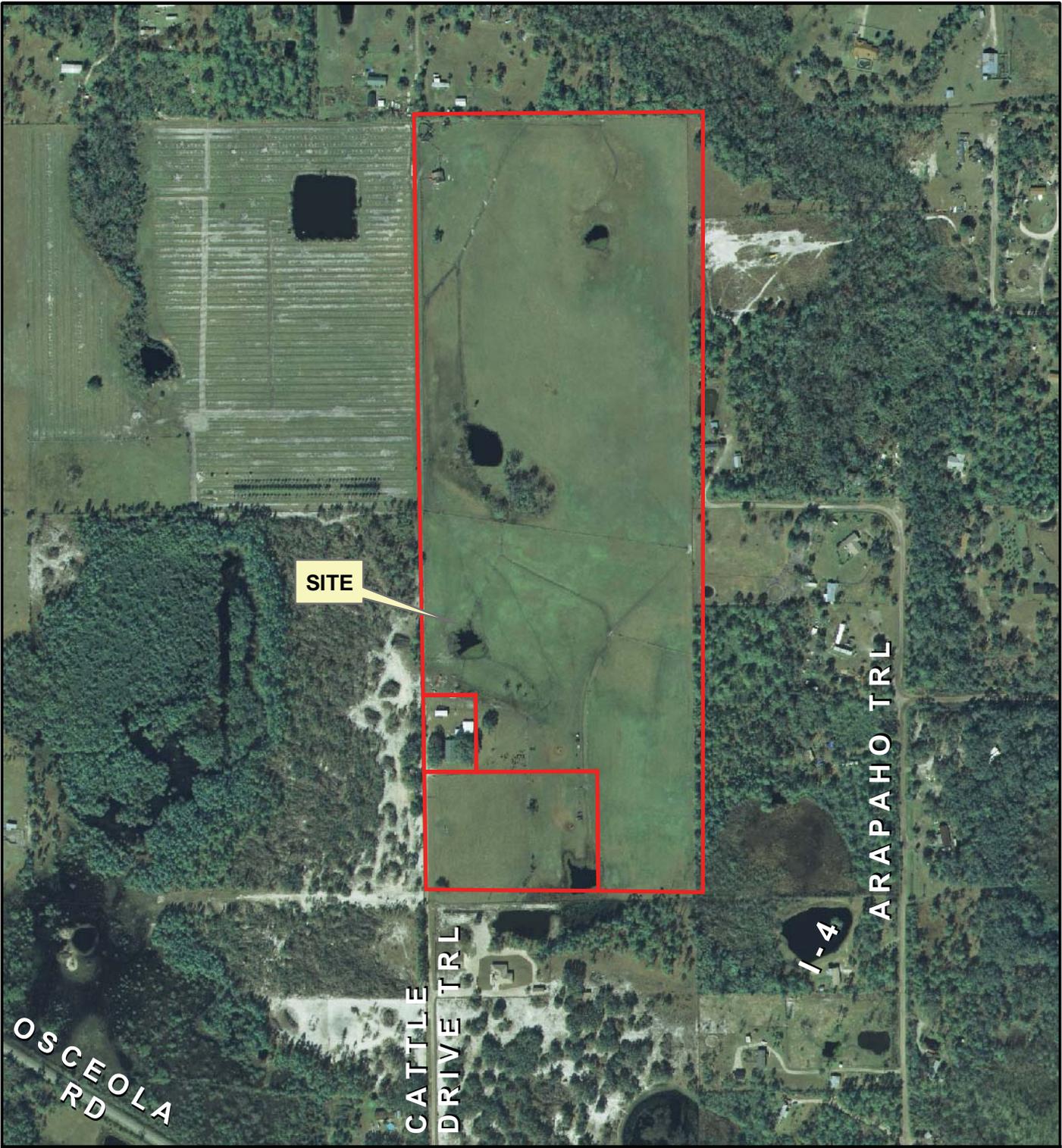
Site
 R5
 CONS
 Municipality

Applicant: Pauline Saucer
 Physical STR: 09-20-32-300-0730, 073A, 073B-0000
 Gross Acres: 56.00 +/- BCC District: 5
 Existing Use: Agricultural and homestead
 Special Notes: _____

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2008-016	A-5	A-10



A-5
 FP-1
 W-1



Rezone No: Z2008-16
 From:A-5 To:A-10

- Parcel
- Subject Property



Winter 2006 Color Aerials

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LENGTHY LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-5 (RURAL) ZONING CLASSIFICATION THE A-10 (RURAL) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled Cattle Drive Trail Rezone.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from A-5 (Rural) to A-10 (Rural):

SEE ATTACHED EXHIBIT A

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective on the recording date.

ENACTED this 20th day of May 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Brenda Carey, Chairman

EXHIBIT A
LEGAL DESCRIPTION

1 AC HOMESTEAD LOCATED IN SEC 09 TWP 20S RGE 32E W 14 CH OF N 1/2 OF SEC
(LESS S 400 FT OF W 585 FT)

AND

SEC 09 TWP 20S RGE 32E S 400 FT OF W 585 FT OF W 14 CH OF N 1/2 OF SEC

AND

SEC 09 TWP 20S RGE 32E W 14 CH OF N 1/2 OF SEC (LESS S 400 FT OF W 585 FT & 1
AC HX)

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On May 20, 2008, Seminole County issued this Development Order relating to and touching and concerning the following described property:

See attached Exhibit "A"

FINDINGS OF FACT

Property Owners: Pauline, Ann and Jay Saucer

Project Name: Cattle Drive Trail Rezone

Requested Development Approval:

Rezone from A-5 (Rural) to A-10 (Rural) for 56 ± acres, located on the east side of Cattle Drive Trail, north of W. Osceola Rd.

The Board of County Commissioners has determined that the request for rezone from A-5 (Rural) to A-10 (Rural) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled, "Cattle Drive Trail Rezone" and all evidence submitted at the public hearing on May 20, 2008 regarding this matter, the Board of County Commissioners has found, determined and concluded that the requested development approval should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

The aforementioned application for development approval is DENIED.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY
COMMISSIONERS

By: _____
Brenda Carey – Chairman

**EXHIBIT A
LEGAL DESCRIPTION**

1 AC HOMESTEAD LOCATED IN SEC 09 TWP 20S RGE 32E W 14 CH OF N 1/2 OF SEC
(LESS S 400 FT OF W 585 FT)

AND

SEC 09 TWP 20S RGE 32E S 400 FT OF W 585 FT OF W 14 CH OF N 1/2 OF SEC

AND

SEC 09 TWP 20S RGE 32E W 14 CH OF N 1/2 OF SEC (LESS S 400 FT OF W 585 FT & 1
AC HX)

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

Please provide the information as requested below in accordance with Ordinance No. 07- _____ :

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name: Pauline M. Saucer
Address: 1305 Cattle Drive Trail, Geneva, FL 32732
Phone #: 407-349-9285

Name: Jay F. and Ann C. Saucer
Address: 1011 Bluejack Oak Drive, Oviedo, FL 32732
Phone #: 407-402-8739

Name: _____
Address: _____
Phone #: _____

Name: _____
Address: _____
Phone #: _____

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: _____
Officers: _____
Address: _____
Directors: _____
Address: _____
Shareholders: _____
Address: _____

Name of Corporation: _____
Officers: _____
Address: _____
Directors: _____
Address: _____
Shareholders: _____
Address: _____

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust: _____
Trustees: _____
Address: _____

Beneficiaries: _____
Address: _____

(Use additional sheets for more space.)

**MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
MAY 7, 2008**

Members present: Matthew Brown, Ben Tucker, Dudley Bates, Walt Eismann, Rob Wolf, Kim Day and Melanie Chase.

Also present: Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; David Shields, Assistant County Attorney; Dori DeBord, Planning and Development Director; Larry Poliner, Development Review Manager; Planning Staff, Development Review Staff and Connie R. DeVasto, Clerk to the Commission.

5. Cattle Drive Trail Rezone; Pauline M. Saucer, Ann C. Saucer, and Jay F. Saucer, applicants; 56.0 ± acres; Rezone from A-5 (Rural) to A-10 (Rural); located on the east side of Cattle Drive Trail, north of Osceola Road. (Z2008-16)

Commissioner Carey – District 5
Brian Walker, Senior Planner

Brian Walker stated that the applicant is requesting a rezone from A-5 (Rural) to A-10 (Rural) in order to meet the qualifications pursuant to the regulations outlined for the Family Subdivision in Section 35.72 (e) of the Land Development Code. The Family Subdivision facilitates the continuance of the family farm. It allows subdividers who have been actively farming or ranching for the past three years, to subdivide a parcel zoned A-10 into no more than three total lots. The parent parcel must be at least ten acres in size and the two newly created lots must be at least one net buildable acre in size. These newly created lots can only be sold or transferred to the subdivider's immediate family. Staff has determined that with the exception of the A-10 zoning classification, the applicant meets all conditions required to pursue a Family Subdivision.

Staff recommends approval of the request to rezone 56.0 ± acres from A-5 (Rural) to A-10 (Rural); located on the east side of Cattle Drive Trail; north of Osceola Road.

Commissioner Tucker asked Staff if they could recall any other types of requests like this in the past.

Tina Williamson stated that there have been some instances of a Family Subdivision in the past, but none with a rezone request.

A discussion ensued by the Commission regarding this type of request.

Commissioner Tucker asked Staff if the applicant will have to come back before the Commission regarding the subdivision.

Mrs. Williamson advised that they did not have to come back before the Planning and Zoning Commission.

Mr. Walker advised the Commission that the applicants are required to treat this as a "lot split".

Commissioner Tucker stated that, when viewing the subject property, he didn't believe there would be enough room for large vehicles such as emergency vehicles to maneuver on the road.

Mr. Walker advised the Commission that there are certain stipulations that will have to be met regarding access to the road.

Jay Saucer, son of the applicant, advised the Commission that this is an active farm with many farm animals and they wish to preserve the family farm. Mr. Saucer further advised that there is plenty of room for emergency vehicles to access the property.

No one spoke from the audience.

Commissioner Tucker made a motion to recommend approval the request.

Commissioner Wolf seconded the motion.

The motion passed unanimously 7 – 0.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Comfort Rooms Rezone from R-1 to PUD**DEPARTMENT:** Planning and Development **DIVISION:** Planning**AUTHORIZED BY:** Dori DeBord**CONTACT:** Ian Sikonia**EXT:** 7398**MOTION/RECOMMENDATION:**

1. Approve the request for a rezone from R-1 (Single-Family Residential) to PUD (Planned Unit Development) on 0.37± acres, located on the northeast corner of the intersection of Church Street and Elder Road, and approve the attached Preliminary Master Plan and Development Order, based on staff's findings, and authorize the Chairman to execute the aforementioned documents; (Stephen Ferrando, applicant); or
2. Deny the request for a rezone from R-1 (Single-Family Residential) to PUD (Planned Unit Development) on 0.37± acres, located on the northeast corner of the intersection of Church Street and Elder Road, and authorize the Chairman to execute the Denial Development Order; (Stephen Ferrando, applicant); or
3. Continue the item to a time and date certain.

District 5 Brenda Carey

Ian Sikonia

BACKGROUND:

The applicant, Stephen Ferrando is requesting a rezone from R-1 (Single-Family Residential) to PUD (Planned Unit Development) in order to develop an office/warehouse building. The proposed use of the building would be for the Comfort Rooms of Florida business which builds glass rooms, sunrooms, and vinyl and acrylic rooms. The Future Land Use designation on the subject property is High Intensity Planned Development – Target Industry (HIP-TI), which allows the requested zoning district.

The proposed Preliminary Master Plan indicates that the project will contain a total of 3,900 square feet of Office/Warehouse space. Office uses are limited to 1,625 square feet and the warehouse uses are limited to 2,275 square feet. The applicant is proposing uses from the C-3 (General Commercial & Wholesale) and M-1A (Very Light Industrial) zoning districts. These uses are included in the attached Approval Development Order.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:

The Planning and Zoning Commission met on April 2, 2008 and voted 5 to 1 to recommend approval of the request for a rezone from R-1 (Single-Family Residential) to PUD (Planned Unit Development) on 0.37± acres, located on the northeast corner of the intersection of Church Street and Elder Road, and recommended approval of the attached Preliminary Master Plan, subject to the conditions in the attached Development Order, per staff findings.

STAFF RECOMMENDATION:

Staff recommends approval of the request for a rezone from R-1 (Single-Family Residential) to PUD (Planned Unit Development) on 0.37± acres, located on the northeast corner of the intersection of Church Street and Elder Road, and recommends approval of the attached Preliminary Master Plan, subject to the conditions in the attached Development Order.

ATTACHMENTS:

1. Staff Report
2. Location Map
3. Future Land Use and Zoning Map
4. Aerial Map
5. Preliminary Master Plan
6. Development Order
7. Ordinance
8. Denial Development Order
9. LPA P and Z Meeting Minutes

Additionally Reviewed By:

County Attorney Review (David Shields)

Comfort Rooms Rezone from R-1 to PUD	
APPLICANT	Stephen Ferrando
PROPERTY OWNER	Comfort Rooms of Florida, Inc.
REQUEST	Rezone from R-1 (Single-Family Residential) to PUD (Planned Unit Development).
PROPERTY SIZE	0.37 ± acres
HEARING DATE (S)	P&Z: April 2, 2008 BCC: May 27, 2008
PARCEL ID	16-19-30-5AC-0000-047A, 21-19-30-504-0000-0080
LOCATION	Located on the northeast corner of the intersection of Church Street and Elder Road.
FUTURE LAND USE	High Intensity Planned Development – Target Industry (HIP-TI)
ZONING	R-1 (Single-Family Residential)
FILE NUMBER	Z2007-83
COMMISSION DISTRICT	#5 – Carey

PROPOSED DEVELOPMENT:

The applicant is proposing a 3,900 square foot office/warehouse building.

ANALYSIS OVERVIEW:

ZONING REQUEST

The applicant, Stephen Ferrando is requesting a rezone in order to develop a 17,568 square foot office/warehouse complex. The Future Land Use designation of the subject property is High Intensity Planned Development – Target Industry (HIP-TI), which allows for the requested PUD zoning district. The following table depicts the minimum regulations for the current zoning district of R-1 (Single-Family Residential) and the requested district of PUD (Planned Unit Development):

DISTRICT REGULATIONS	Existing Zoning (R-1)	Proposed Zoning (PUD)
Minimum Lot Size	8,400 sq. ft.	N/A
Minimum House Size	700 sq. ft.	N/A
Minimum Width at Building Line	70 feet	N/A
Front Yard Setback	25 feet	10 feet
Side Yard Setback	7.5 feet	10 feet
(Street) Side Yard Setback	25 feet	10 feet
Rear Yard Setback	30 feet	N/A
Maximum Building Height	35 feet	35 feet

PERMITTED & SPECIAL EXCEPTION USES

The following table depicts the permitted and special exception uses within the existing and proposed zoning districts:

Zoning District	Permitted Uses	Special Exception
R-1 (existing)	<p>Within any R-1, R-1B and R-1BB Single-Family Dwelling zoning classification, no building, structure, land, or water shall be used, except for the following uses:</p> <p>(a) Any use permitted in the R-1A Single-Family Dwelling zoning classification, including the customary accessory uses.</p> <p>(b) Home occupations and home offices.</p> <p>(c) Community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents.</p> <p>(d) One (1) boat dock and one (1) associated boathouse per lot when accessory and incidental to the principal dwelling.</p>	<p>Any special exception permitted in the R-1A zoning classification, day nurseries or kindergartens, guest or tourist homes when located on state or federal highways, off-street parking facilities, assisted living facilities and community residential homes housing 7-14 permanent unrelated residents (including group homes and foster care facilities) provided that the location does not create a over-concentration of such homes or substantially alter the nature and character of the area as defined in Section 419.001(3)(c), Florida Statutes (2001). In the event that the provisions of this section conflict with the provisions of Section 419.001(3)(c), Florida Statutes (2001), Section 419.001(3)(c) shall govern, Communication towers.</p>
PUD (proposed)	<p>All permitted uses in the C-3 zoning district which are listed as follows;</p> <p>Any use permitted in the C-2 District excluding public or private elementary schools, middle schools, and high schools, bakeries, bottling and distribution plants, cold storage and frozen foodlockers, contractors' equipment-storage yards, feed stores, greenhouses – wholesale, industrial trade schools, laundry and dry-cleaning plants, lithography and publishing plants, lumber yards, machinery sales and storage, mechanical garages, bus, cab and truck repair, and storage, paint and body shops, plumbing shops, trade shops, such as, upholstery, metal, cabinet, warehouses, wholesale meat and produce distribution with meat cutting, but not butchering, communication towers when camouflage in design, communication towers when monopole in design if the tower is under one hundred forty (140) feet in height, Office showroom, Manufacturing of the following: garments, photographic equipment and supplies, bakery products, boats, ceramics, pottery, using electrically fired kilns, chemical products and processing, dairy products, electrical machinery and equipment, furniture, glass and glass products, using electrically fired kilns, pharmaceutical products, shoes and leather goods, except no leather processing, brooms and brushes, candy and confectionery products, cosmetics and toiletries, except soap, candles, jewelry, optical equipment, perfume, precision instruments and machinery, plastic products, except pyroxylin, silverware, spices and spice packing, stationery, toys, electronic equipment and assembling, beverage bottling and distribution, cold storage and frozen-food lockers, data proceeding services, laundry and dry cleaning, except only nonflammable solvents shall be used. (Class IV National Fire Protective Association Code.), Living quarters for guards, custodians, and caretakers when such facilities are accessory uses to the primary use of the premises, machine shops using only electrically fired forges, assembling of metal, plastic, or cardboard containers, post offices, printing, bookbinding, lithographic platemaking, engraving, and publishing plants, general business and professional offices, radio and television studios and offices, restaurants, signs, identification, directional, or which advertise products manufactured, processed, stored, or sold on the premises, technical and trade schools, testing of materials, equipment, and products, truck terminals, warehouses and storage buildings, providing no storage is done outside an enclosed structure, manufacturing of water-based and/or epoxy-based coatings, adhesives, sealants, and paints, medical clinics - out-patient service only, public and private utility plants, stations and distribution office; provided, however, no sewer plant shall be located closer than two hundred (200) feet to the perimeter of the district nor shall any other utility plant, station, or distribution office be located closer than one hundred (100) feet to the perimeter of the district, cabinetry and woodworking shops, communication towers when camouflage in design, communication towers when monopole in design if the tower is under one hundred forty (140) feet in height, retail sales if ancillary to a use permitted by this section. For purposes of this subsection, "ancillary" shall mean supplementary, or secondary, not of primary importance.</p>	<p>Heliports and airports, recreational facilities provided by an employer within the district for the exclusive use of employees, their families, and guests, public and private elementary schools, middle schools, and high schools, communication towers when lattice or guyed in design, communication towers when monopole in design if the tower is one hundred forty (140) feet or over in height, living quarters in conjunction with a commercial use to be occupied by the owner or operator of the business or an employee, public utility structures, service stations and gas pumps as an accessory use, hospitals and nursing homes, public and private schools, communication towers when lattice or guyed in design, communication towers when monopole in design if the tower is over one hundred forty (140) feet in height, parking of semi-tractor trailers and cargo trailer boxes in rural areas for the sale of feed, hay, or other agricultural products when such products are offered for retail sale from said trailer and when the trailer is located outside of the urban/rural boundary. Trailers must be mobile and used on an interim basis until exchanged for a like trailer, flea markets.</p>

COMPATIBILITY WITH SURROUNDING PROPERTIES

The area of Church Street and Elder Road consists of a mixture of single-family homes, vacant land, and industrial type uses. For the past several years the trend of development in the area is the conversion of larger vacant tracts of land into 5 acre or larger industrial parks due to its proximity to Interstate 4 and the Orlando Metropolitan Area. The other approved PUD/PCD's in the area which reflect these trends are the Monroe Commerce Center North, Monroe Commerce Center South, and Vantage Point. The previously stated PCD developments have all allowed similar uses (M-1A & C-3) to the proposed Comfort Rooms PUD.

The subject property is surrounded by the High Intensity Planned Development – Target Industry and Industrial Future Land Uses. The surrounding zoning district comprise of the M-1A, R-1, and PCD zoning districts. To the north are single-family homes, to the east is the Monroe Commerce Center North PCD, to the south is the Monroe Commerce Center PCD, and to the west is a retention pond owned by the Florida Department of Transportation.

Staff believes this PUD meets the intent of the High Intensity Planned Development – Target Industry Future Land Use. This project will be providing jobs in the manufacturing and sales arena which is similar to the other business and industrial parks in the immediate area. Due to the size of this site it will have minimal impact compared to the larger industrial parks mentioned above which range in size from 5, 10, and 14 acre sites. Staff finds the requested rezone is compatible with the surrounding uses and existing development patterns of the area.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM map with an effective date of 2007, there appears to be no floodplains on the subject property.

Drainage:

The proposed project is located within the Lake Monroe Drainage Basin, and does not have limited downstream capacity. The site will have to be designed to hold the 25 year/24 hour pre/post difference.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3)(c); Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has submitted an application for Full Concurrency Review. Concurrency Management has determined that water and sewer facility capacity is available for the proposed property subject to execution of a Utility Agreement and payment of fees. Concurrency Management further determined that sufficient roadway capacity is available based upon Concurrency Management System Net Available Capacity.

Utilities:

The site is located in the Northwest Seminole County Water and Sewer utility service area, and will be required to connect to public utilities. There is a 10-inch water main on the north side of Church Street and a 4-inch force main on the south side of Church Street. The subject property is in the ten year master plan for reclaimed water. An alternative source for irrigation water, such as a shallow well, may be required until reclaimed water becomes available.

Transportation / Traffic:

The property proposes access onto Church Street, which is classified as a local road. Church Street is currently operating at a level-of-service "A" and does not have improvements programmed in the County 5-year Capital Improvement Program or FDOT 5-year Work Program.

Buffers and Sidewalks:

The proposed development will be required to construct a sidewalk along Church Street. The applicant is also providing a pedestrian connection from the proposed sidewalk to the entrance of the building.

The following proposed buffers are contained in the attached Development Order:

West:	10'
South:	10'
North:	10'
East:	5'

Parking and Buffer areas shall be landscaped in accordance with the provisions of the Section 30.1230, "Landscaping of Parking Areas" of the Seminole County Land Development Code. The required number of plantings in the proposed buffers shall consist of a screen of landscaping, composed of natural and/or man-made materials, arranged or planted in the designated landscape buffer in order that a height of at least three feet shall be attained within one year after planting and shall screen a minimum of seventy five percent of the parking areas to that height. The required number of trees will consist of four canopy trees for every one hundred linear feet.

The applicant is requesting a waiver from the Active/Passive Buffer Setback Design Standards along the north property line. The adjacent property has the R-1 (Single-Family Residential) zoning district, which requires the application of the Active/Passive standards per Section 30.1232 of the Land Development Code. However, the adjacent property has the HIP-TI Land Use rendering the R-1 zoning non-conforming to the existing Land Use. If the R-1 property was to be developed in the future to anything other than the R-1 zoning district standards it would need to comply with the HIP-TI Land Use which only allows for commercial, office, multi-family, or industrial uses. The requirements for an Active property line are a 25-foot landscape buffer and a 100-foot building setback. Although the adjacent property has a residential zoning district, it is surrounded on three sides by industrial type development. The applicant is requesting a 10-foot side setback and a 10-foot landscape buffer in lieu of the Active Setback and Buffer along that property line. Without the relaxation of the active building setback of 100 feet a building could not be constructed on site due to the 123-foot lot depth. Staff finds the requested buffer and setback acceptable due to the similar buffers imposed on the other PCD's in the area and the size of the subject property.

APPLICABLE POLICIES:

Fiscal Impact Analysis

This project does not warrant the running of the County Fiscal Impact Analysis Model.

Special Districts

The subject property is located within any special districts.

Comprehensive Plan (Vision 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

Policy FLU	2.11: Determination of Compatibility in PUD and PCD Zoning Classifications
Policy POT	4.5: Potable Water Connection
Policy PUB	2.1: Public Safety Level-of-Service
Policy SAN	4.4: Sanitary Sewer Connection

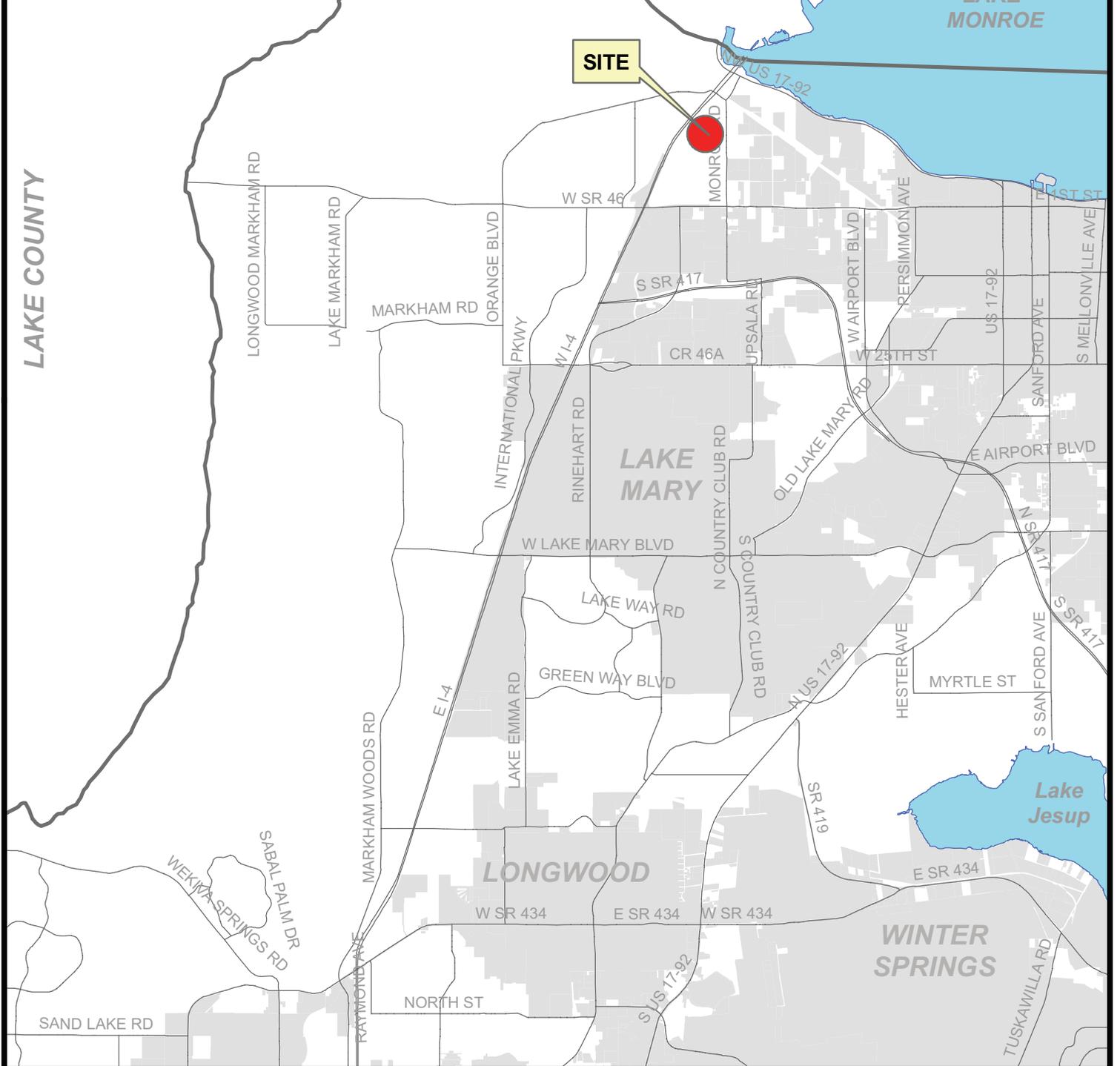
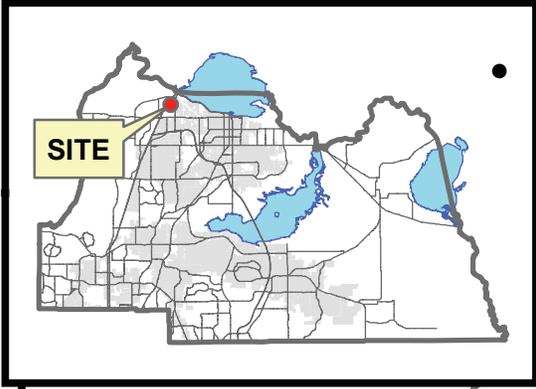
INTERGOVERNMENTAL NOTIFICATION:

Intergovernmental notices were not required due to this property not being located near or adjacent to any municipality.

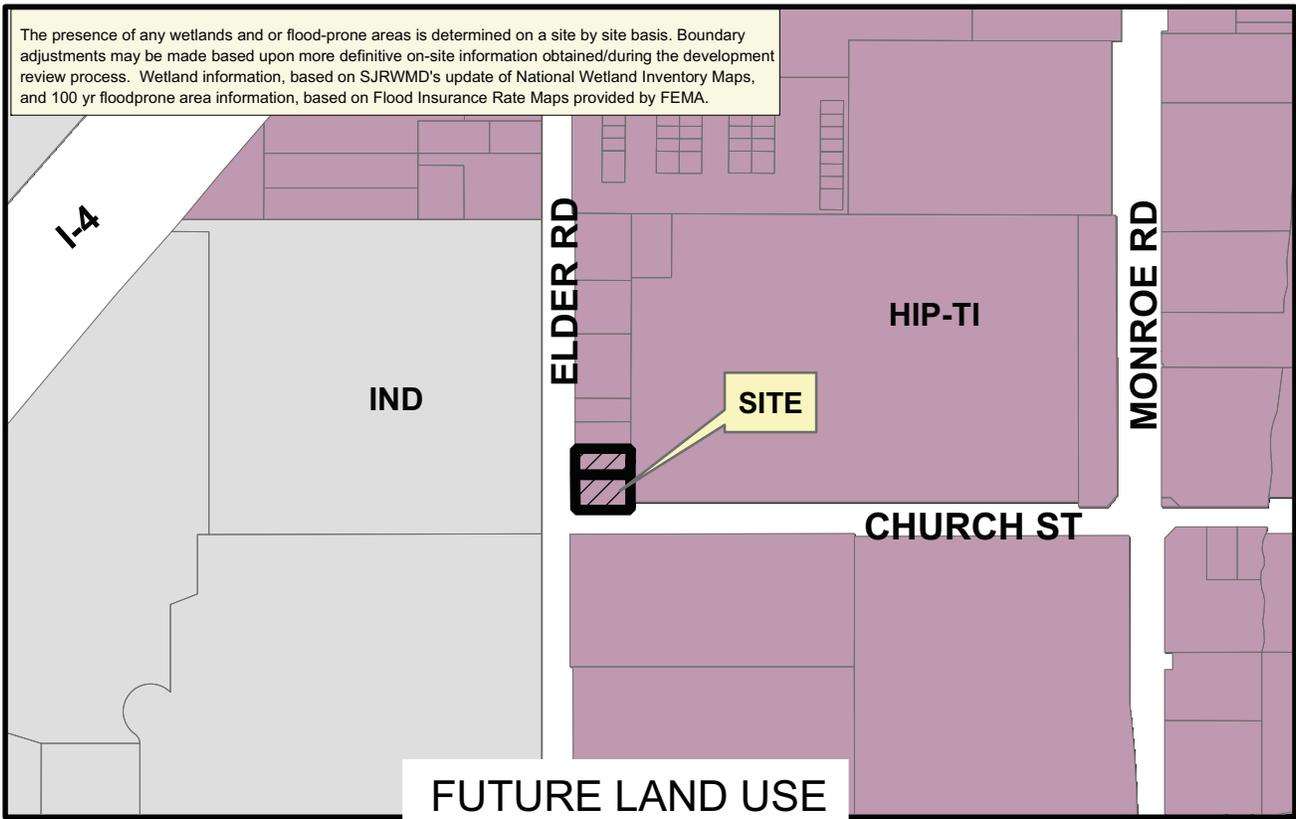
LETTERS OF SUPPORT OR OPPOSITION:

Staff has not received letters of support or opposition.

VOLUSIA COUNTY



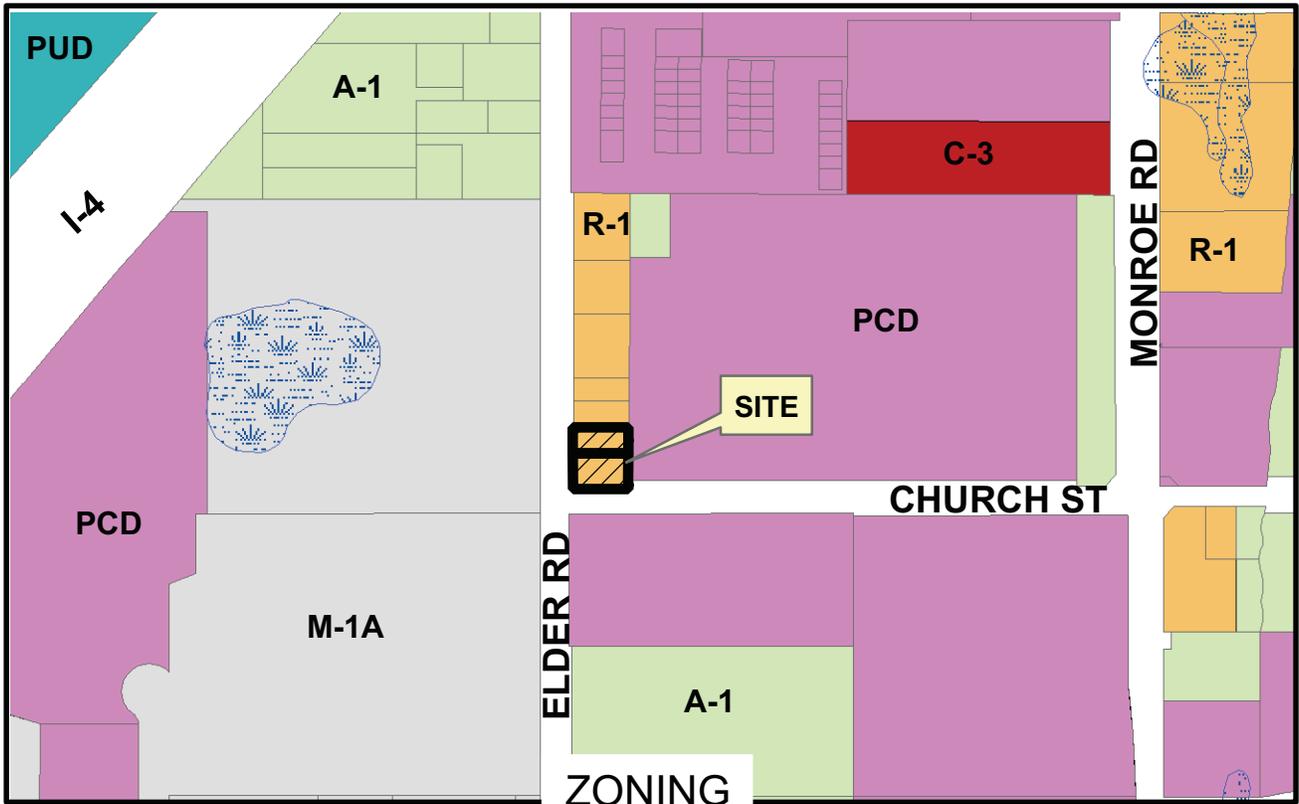
The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



HIPTI
 IND
 PD
 Site
 CONS
 Municipality

Applicant: Stephen Ferrando
 Physical STR: 16 & 21-19-30
 Gross Acres: .37 +/- BCC District: 5
 Existing Use: vacant residential
 Special Notes: _____

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2007-083	R-1	PUD



A-1
 R-1
 C-3
 M-1A
 FP-1
 W-1



Rezone No: Z2007-083
From: R-1 To: PUD

-  Parcel
-  Subject Property



Winter 2006 Color Aerials

PRELIMINARY MASTER PLAN FOR:

COMFORT ROOMS OF FLORIDA, INC.

PROJECT DIRECTORY

OWNER:
COMFORT ROOMS OF FLORIDA, INC.
1800 W. UNIVERSITY BLVD., SUITE 200
SAFEE RD., FLORIDA 32771
CONTACT PERSON: STEPHEN FERRANDO
PHONE (407) 302-4093
FAX (407) 302-4091

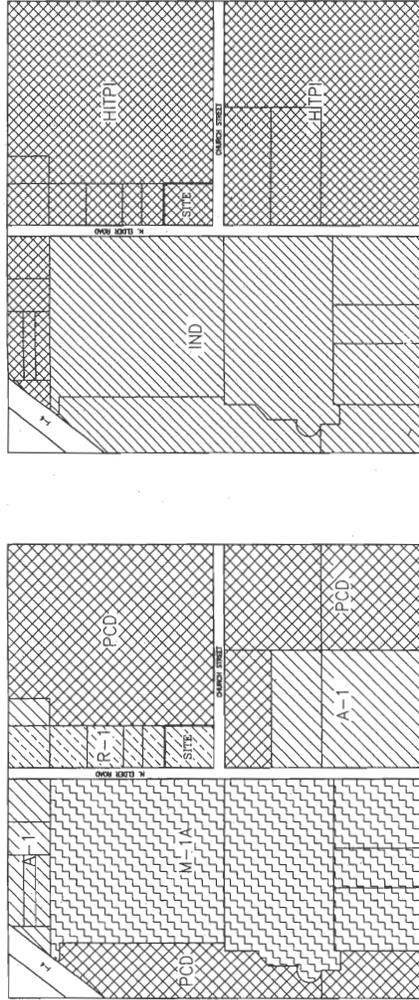
ENGINEER:
AMERICAN CIVIL ENGINEERING CO.
1800 W. UNIVERSITY BLVD., SUITE 200
SAFEE RD., FLORIDA 32771
CONTACT PERSON: JUSTIN GARRER, PROJECT MAN.
CONTACT PERSON: JOHN HERBERT, P.E.
PHONE (407) 327-7700
FAX (407) 327-6627

SURVEYOR:
SWENDELOFF & LONG SURVEYING, INC.
1800 W. UNIVERSITY BLVD., SUITE 200
SAFEE RD., FLORIDA 32771
LAKE MARY, FLORIDA 32746
PHONE (407) 688-7631
FAX (407) 688-7691

PLANS ISSUED FOR:	DATE
COUNTY SUBMITTAL #2	FEB. 12, 2008
COUNTY SUBMITTAL #3	MAR. 7, 2008

INDEX OF SHEETS

SHEET	DESCRIPTION
1	COVER SHEET
2	EXISTING CONDITIONS
3	MASTER SITE PLAN
4	PRELIMINARY UTILITY PLAN
5	OPEN SPACE PLAN



ZONING MAP
PROPERTIES WITHIN 500' N.T.S.

FUTURE LAND USE MAP
PROPERTIES WITHIN 500' N.T.S.

SECTION 16, TOWNSHIP 19 S, RANGE 30 E
SECTION 21, TOWNSHIP 19 S, RANGE 30 E
SEMINOLE COUNTY, FLORIDA
PARCEL I.D. #'s
16-19-30-5AC-0000-047A
21-19-30-504-0000-0080

- UTILITY PROVIDERS**
- SANITARY SEWER: SEMINOLE COUNTY
 - WATER DISTRIBUTION: SEMINOLE COUNTY
 - ELECTRICAL POWER: PROGRESS ENERGY
 - TELEPHONE: BELL SOUTH
 - FIRE/POLICE: SEMINOLE COUNTY
 - GARBAGE: PRIVATE COLLECTION

LEGAL DESCRIPTION:
S. 63.1 FT. OF E. 149 FT. OF W. 174 FT. OF LOT 47 ST. JOSEPHS
PB 1 PG 114 & 21-19-30-504-0000-0080 LOT 8
LEWIS HERALD HOMESITES PB 12 PG 38

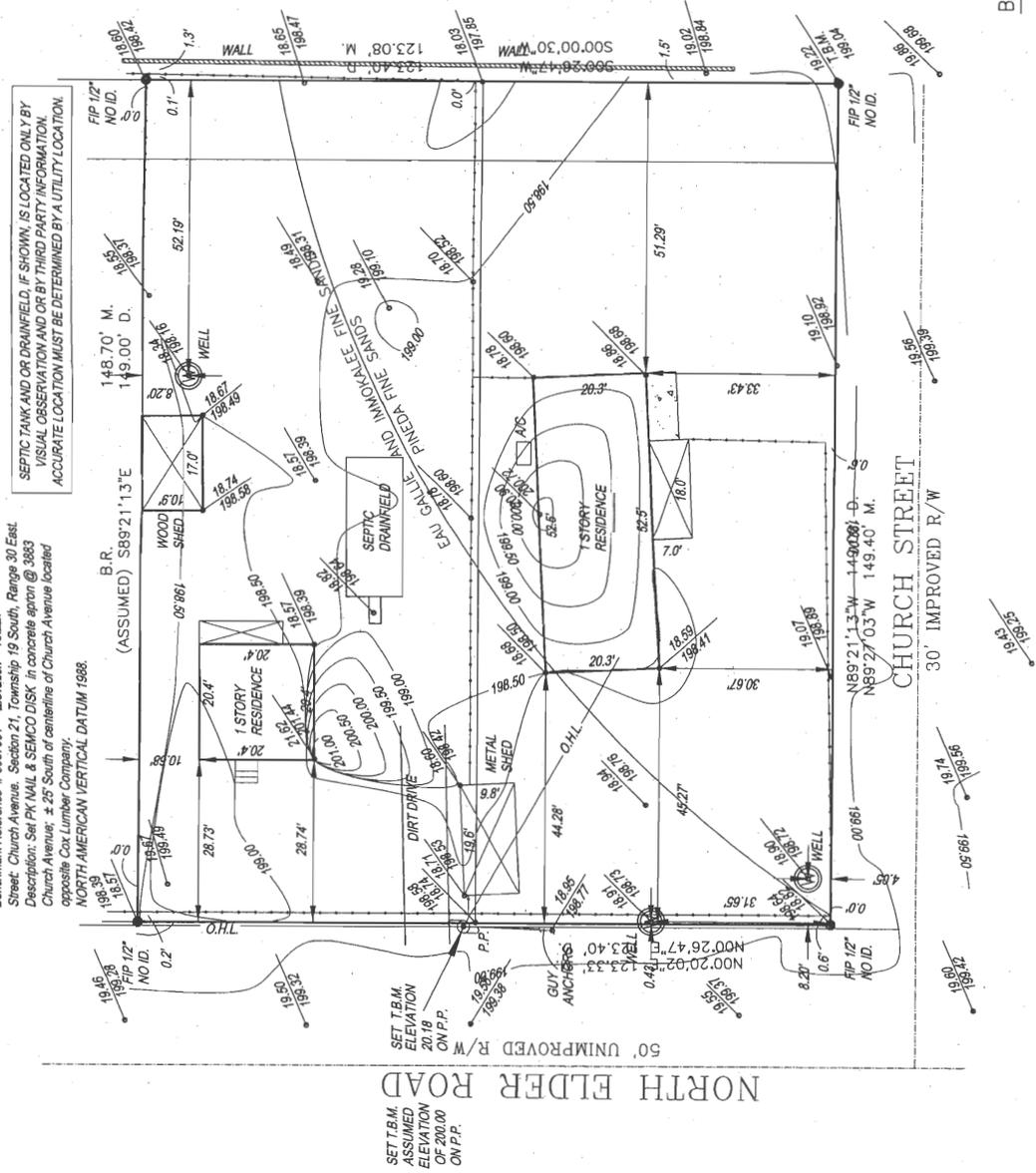
PLANS PREPARED FOR:
COMFORT ROOMS OF FLORIDA, INC.

NO.	DATE	REVISION	BY


AMERICAN CIVIL ENGINEERING CO.
 207 N. WOOD ST., TAMPA, FLORIDA 33604
 TEL. (813) 287-7000, FAX (813) 287-0877

COMFORT ROOMS OF FLORIDA
 PRELIMINARY MASTER PLAN-EXISTING CONDITIONS
 SEMINOLE COUNTY, FLORIDA

SHEET NO. 2 OF 5
 DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____



Benchmark Reference # 5067001 Elevation = 15.227
 Street: Church Avenue, Section 21, Township 19 South, Range 30 East.
 Description: Set PK NAIL & SEMCO DISK in concrete apron @ 3883
 Church Avenue: ± 25' South of centerline of Church Avenue located
 opposite Cox Lumber Company.
 NORTH-AMERICAN VERTICAL DATUM 1988.

SEPTIC TANK AND OR DRAINFIELD, IF SHOWN, IS LOCATED ONLY BY
 VISUAL OBSERVATION AND OR BY THIRD PARTY INFORMATION.
 ACCURATE LOCATION MUST BE DETERMINED BY A UTILITY LOCATION.

SET T.B.M. ASSUMED ELEVATION OF 200.00 ON P.P.
 50' UNIMPROVED R/W
 NORTH ELDER ROAD

CHURCH STREET
 30' IMPROVED R/W

NOTE: ASSUMED ELEVATION OF 200.0' @ NAIL IN POWER POLE

BASE INFORMATION PROVIDED BY:
 SWERDLOFF & LONG SURVEYING, INC.
 365 WAYMONT CT., STE. 109
 LAKE MARY, FLORIDA 32746
 PHONE (407) 688-7631
 FAX (407) 688-7691

**SEMINOLE COUNTY APPROVAL DEVELOPMENT
ORDER**

On May 20, 2008, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: Comfort Rooms of FLA, Inc.
647 Progress Way
Sanford, FL 32771

Project Name: Comfort Rooms PUD

Requested Development Approval:

Rezone from R-1 (Single-Family Residential) to PUD (Planned Unit Development)

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by:
Ian Sikonia, Senior Planner
1101 East First Street
Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The aforementioned application for development approval is **GRANTED**.
- (2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

- a. All development shall comply with the Preliminary Master Plan attached as Exhibit B.
- b. The allowable permitted uses for this site shall be in accordance with the C-3 (General Commercial & Wholesale) and the M-1A (Very Light Industrial) zoning district. Prohibited uses shall include the following which are listed below:
 - Amusement and recreation facilities
 - Automobile sales
 - Bakeries
 - Banks
 - Car wash
 - Hotel and Motel
 - Laundromats
 - Mobile homes
 - recreational vehicle sales
 - Paint and Body shops
 - Privates clubs and lodges
 - Theaters
 - Truck terminals
 - Service stations
 - Outdoor advertising signs
 - Manufacturing of water-based epoxy-based coatings, adhesives, sealants and paints
 - Industrial, Technical, and Trade schools
 - Alcoholic beverage establishments
 - Adult entertainment and sexually oriented business
 - Multi-family Housing
 - Public and private utility plants, stations, and distribution offices
 - Pubic and private schools
 - Commercial, mechanical repair garages or storage of Vehicles for commercial repair
 - Heliports
 - Medical Clinics

- Manufacturing of boats, chemical products, and processing of dairy products
- c. Maximum allowable building height shall be 35 feet.
- d. Building setbacks shall be as follows;

Front (Church Street):	25'
Front (Elder Road):	10'
Sides (North & East):	10'
- e. Buffer yards shall be as follows;

West and South:	10'
North:	5'
East:	10'
- f. Open space amenities shall include a pedestrian bench and bicycle rack as depicted on the Preliminary Master Plan attached as Exhibit B.
- g. Air-Conditioning units shall be located on the south side of the building and screened from Church Street.

(4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
 Brenda Carey
 Chairman, Board of County Commissioners

EXHIBIT A

Legal Description

LOT 8, LEWIS HERALD HOMESITES, PLAT BOOK 12, PAGE 38, SEMINOLE COUNTY, FLORIDA

AND

THE SOUTH 63.1 FEET OF THE EAST 149 FEET OF THE WEST 174 FEET OF LOT 47 FLORIDA LAND & COLONIZATION COMPANY LIMITED W. BEARDALL'S MAP OF ST. JOSEPH'S, PLAT BOOK 1, PAGE 114, SEMINOLE COUNTY, FLORIDA.

EXHIBIT B

Preliminary Master Plan

(See Attached Pages)

PRELIMINARY MASTER PLAN FOR: **COMFORT ROOMS OF FLORIDA, INC.**

PROJECT DIRECTORY

OWNER:
COMFORT ROOMS OF FLORIDA, INC.
647 PROGRESS WAY
SAFORD, FLORIDA 32771
STEPHEN FERNANDO
PHONE (407) 302-4035
FAX (407) 302-4091

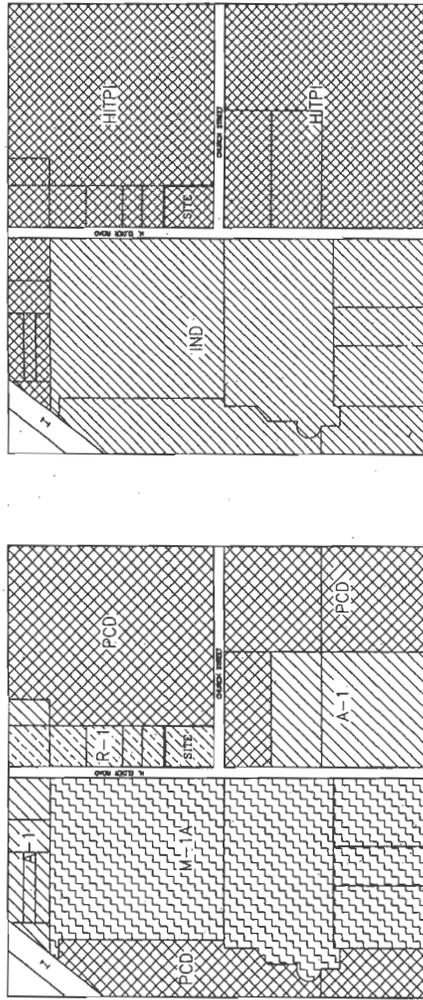
ENGINEER:
AMERICAN CIVIL ENGINEERING CO.
207 N. MOSS ROAD, SUITE 211
WINTER SPRINGS, FLORIDA 32788
CONTACT PERSON: JUSTIN GARRER
PHONE (407) 302-7700
FAX (407) 302-7700

SURVEYOR:
SHERROLOFF & LONG SURVEYING, INC.
365 WAYMONT CT., STE. 109
LAKE MARY, FLORIDA 32746
PHONE (407) 898-7831
FAX (407) 898-7881

PLANS ISSUED FOR:	DATE
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PB 1 PG 114 & 21-19-30-504-0000-0080 LOT 8
LEWIS HERALD HOMESTIES PB 12 PG 38

PLANS PREPARED FOR:
COMFORT ROOMS OF FLORIDA, INC.

DATE	DESCRIPTION
1/1/20	PRELIMINARY MASTER PLAN
2/1/20	REVISIONS
3/1/20	REVISIONS
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AMERICAN CIVIL ENGINEERING CO.
 201 N. W. 10th St., Suite 100
 Ft. Lauderdale, FL 33304
 TEL: (954) 577-8877
 FAX: (954) 577-8877

PRELIMINARY MASTER PLAN-MASTER SITE PLAN
COMFORT ROOMS OF FLORIDA, INC.
 SEBASTIAN COUNTY, FLORIDA

DATE: _____
 SHEET NO. 3 OF 5

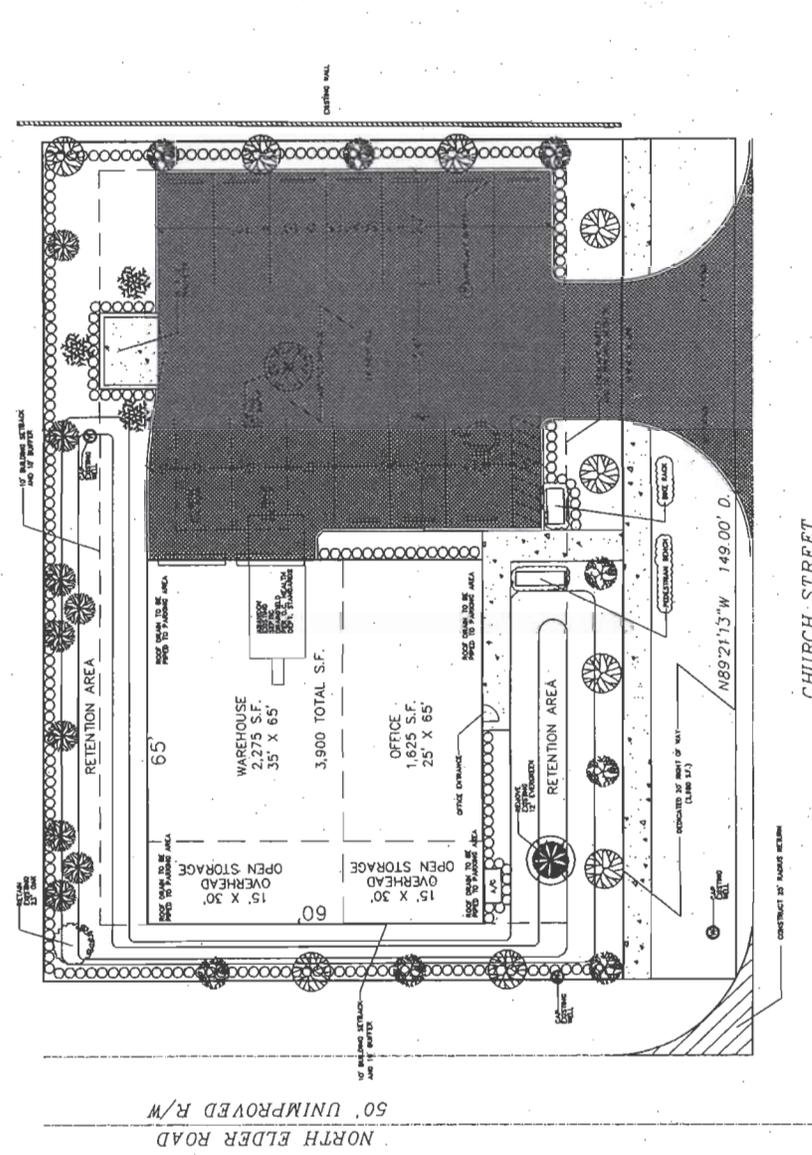


PROJECT DATA:

1. SITE AREA: 15.24 AC (6,625 S.F.)	10. PARING: 8 SPACES
2. PERMITTED GROSS FLOOR AREA: 15,240 S.F. (6,625 AC)	11. REQUIRED MANHOLES: 1
3. BUILDING AREA: 3,900 S.F. (1,000 AC)	12. TOTAL MANHOLES: 1
4. OFFICE AREA: 1,625 S.F. (450 AC)	13. TOTAL PAVED AREA: 15,240 S.F. (6,625 AC)
5. WAREHOUSE AREA: 2,275 S.F. (625 AC)	14. TOTAL PAVED AREA: 15,240 S.F. (6,625 AC)
6. OPEN STORAGE AREA: 15,240 S.F. (4,233 AC)	15. TOTAL PAVED AREA: 15,240 S.F. (6,625 AC)
7. TOTAL IMPROVED AREA: 14,775 S.F. (4,104 AC)	16. TOTAL PAVED AREA: 15,240 S.F. (6,625 AC)
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9. TOTAL IMPROVED AREA: 14,775 S.F. (4,104 AC)	18. TOTAL PAVED AREA: 15,240 S.F. (6,625 AC)

PROJECT SUMMARY:

1. SUBJECT TO BE DONE APPROX. 0.44 ACRES (100,000 S.F.)
2. APPLICATION IS REQUESTING A REVIEW TO THE ABOVE/PLANNING BUFFER ESTIMATES
3. APPLICANT: COMFORT ROOMS OF FLORIDA, INC.
 1111 W. 10th St., Suite 100
 Ft. Lauderdale, FL 33304
 TEL: (954) 577-8877
 FAX: (954) 577-8877
4. PROJECT NAME: COMFORT ROOMS OF FLORIDA, INC.
 2, 718 N. DUNN ROAD, SUITE 100, FT. LAUDERDALE, FLORIDA 33304
5. COUNTY USE: MEDIUM DENSITY RESIDENTIAL
6. THE PROVISIONS BY THE PROVISIONS AND SPECIFICATIONS SET FORTH IN THE ZONING ORDINANCES OF SEBASTIAN COUNTY, FLORIDA, ARE HEREBY ACCEPTED AND AGREED TO BY THE APPLICANT.
7. ALL NEIGHBORHOOD CONCERNS HAVE BEEN ADDRESSED AND RESOLVED.
8. ALL NEIGHBORHOOD CONCERNS HAVE BEEN ADDRESSED AND RESOLVED.
9. ALL NEIGHBORHOOD CONCERNS HAVE BEEN ADDRESSED AND RESOLVED.
10. ALL NEIGHBORHOOD CONCERNS HAVE BEEN ADDRESSED AND RESOLVED.
11. WATER AND SEWER IS PROVIDED BY SEBASTIAN COUNTY.
12. UTILITIES ARE SHOWN ON THE SITE PLAN AND ALL UTILITIES ARE TO BE DELETED FROM THE SITE PLAN.
13. THE SITE PLAN IS TO BE SUBMITTED TO THE SEBASTIAN COUNTY BOARD OF COUNTY COMMISSIONERS FOR REVIEW AND APPROVAL.
14. THE SITE PLAN IS TO BE SUBMITTED TO THE SEBASTIAN COUNTY BOARD OF COUNTY COMMISSIONERS FOR REVIEW AND APPROVAL.
15. THE SITE PLAN IS TO BE SUBMITTED TO THE SEBASTIAN COUNTY BOARD OF COUNTY COMMISSIONERS FOR REVIEW AND APPROVAL.
16. THE SITE PLAN IS TO BE SUBMITTED TO THE SEBASTIAN COUNTY BOARD OF COUNTY COMMISSIONERS FOR REVIEW AND APPROVAL.
17. THE SITE PLAN IS TO BE SUBMITTED TO THE SEBASTIAN COUNTY BOARD OF COUNTY COMMISSIONERS FOR REVIEW AND APPROVAL.
18. THE SITE PLAN IS TO BE SUBMITTED TO THE SEBASTIAN COUNTY BOARD OF COUNTY COMMISSIONERS FOR REVIEW AND APPROVAL.



LANDSCAPE CHART:

ORDINANCE NO.

SEMINOLE COUNTY, FLORIDA
Z2007-83

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE R-1 (SINGLE-FAMILY RESIDENTIAL) THE PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled "Comfort Rooms Rezone."

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from R-1 (Single-Family Residential) to PUD (Planned Unit Development):

SEE ATTACHED EXHIBIT A

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon filing a copy of this Ordinance with the Department and recording of Development Order 07-20500008.

ENACTED this 20th day of May 2008.

BOARD OF COUNTY COMMISSIONERS

By: _____
Brenda Carey
Chairman

EXHIBIT A
LEGAL DESCRIPTION

LOT 8, LEWIS HERALD HOMESITES, PLAT BOOK 12, PAGE 38, SEMINOLE COUNTY, FLORIDA

AND

THE SOUTH 63.1 FEET OF THE EAST 149 FEET OF THE WEST 174 FEET OF LOT 47 FLORIDA LAND & COLONIZATION COMPANY LIMITED W. BEARDALL'S MAP OF ST. JOSEPH'S, PLAT BOOK 1, PAGE 114, SEMINOLE COUNTY, FLORIDA.

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On May 20, 2008, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

FINDINGS OF FACT

Property Owner: Comfort Rooms of FLA, Inc.
647 Progress Way
Sanford, FL 32771

Project Name: Comfort Rooms

Requested Development Approval:

Rezone from R-1 (Single-Family Residential) to PUD (Planned Unit Development)

The Board of County Commissioners has determined that the request for a rezone from R-1 (Single-Family Residential) to PUD (Planned Unit Development) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Comfort Rooms Rezone" and all evidence submitted at the public hearing on May 20, 2008, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested rezone from R-1 (Single-Family Residential) to PUD (Planned Unit Development) should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is DENIED.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Brenda Carey
Chairman

EXHIBIT A

Legal Description

LOT 8, LEWIS HERALD HOMESITES, PLAT BOOK 12, PAGE 38, SEMINOLE COUNTY, FLORIDA

AND

THE SOUTH 63.1 FEET OF THE EAST 149 FEET OF THE WEST 174 FEET OF LOT 47 FLORIDA LAND & COLONIZATION COMPANY LIMITED W. BEARDALL'S MAP OF ST. JOSEPH'S, PLAT BOOK 1, PAGE 114, SEMINOLE COUNTY, FLORIDA.

**MINUTES OF THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION**

WEDNESDAY, APRIL 2, 2008

Members present: Matthew Brown, Ben Tucker, Dudley Bates, Walt Eismann, Rob Wolf, and Kim Day.

Member absent: Melanie Chase

Staff present: Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; David Shields, Assistant County Attorney; Ian Sikonia, Senior Planner; Alan Willis, Planner; Austin Watkins, Senior Planner; Larry Poliner, Development Review Manager; Candace Lindlaw-Hudson, Clerk to the Commission.

C. Comfort Rooms PUD; Comfort Rooms of Florida, Inc. / Stephen Ferrando, applicant: 0.37± acres; Rezone from R-1 (Single-Family Dwelling) to PUD (Planned Unit Development); located on the northeast corner of the intersection of Church Street and Elder Road. (Z2007-83)

Commissioner Carey – District 5
Ian Sikonia, Senior Planner

Mr. Sikonia said that this rezone was being requested in order to develop an office/warehouse building. The proposed building would be used by Comfort Rooms, a manufacturer of glass rooms, sunrooms, and other structures. The Future Land Use designation on the subject property is High Intensity Planned Development – Target Industry, which allows the requested zoning district.

Mr. Sikonia stated that the proposed Preliminary Master Plan indicates that the project will contain a total of 3,900 square feet of office/warehouse space. Office uses are limited to 1,625 square feet and the warehouse uses are limited to 2,275 square feet. The applicant is proposing uses from the C-3 (General Commercial and Wholesale) and the M-1A (Very Light Industrial) districts. These uses are included in the development order.

The area of Church Street and Elder Road consists of a mixture of single-family homes, vacant land, and industrial type uses. For the past several years the trend of development in the area is the conversion of larger vacant tracts of land into 5-acre or larger industrial parks due to its proximity to Interstate 4 and the Orlando metropolitan area. The other approved PUD/PCDs in the area which reflect these trends are the Monroe Commerce Center North, Monroe Commerce Center South, and Vantage Point. The previously stated PCD developments have all allowed similar uses (M-1A and C-3) to the proposed Comfort Rooms PUD.

Mr. Sikonia said that Staff believes this PUD meets the intent of the High Intensity Planned Development – Target Industry Future Land Use. The project will be providing employment in manufacturing and sales, which is similar to the other business and industrial parks in the immediate area. Due to the size of this site it will have minimal impact compared to the larger industrial parks mentioned above which range in size from 5, 10, and 14 acres.

Staff finds this request is compatible with the surrounding use and development patterns of the area. Staff recommendation is for approval of the requested Rezone from R-1 (Single-Family Dwelling) to PUD (Planned Unit Development).

Commissioner Tucker inquired about the status of the paving on Elder Road.

Larry Poliner stated that Elder Road is being paved up to that point. It is currently being paved.

Commissioner Tucker said that in the past the County has discouraged access to Elder Road due to the lack of paving. A “right-in, left-out” should be possible. This could be putting industrial traffic onto an unpaved road.

Commissioner Brown noted that this is a small site. People will want to go down Church Street to get on the newly upgraded Upsala Road.

The applicant was present, but did not make a presentation at this time.

No one spoke from the audience on this application.

Commissioner Wolf made a motion to recommend approval of the request.

Commissioner Eismann seconded the motion.

Commissioner Tucker said that he was opposed due to the potential of having traffic on an unpaved road. He is not opposed to the zoning.

Commissioner Brown asked about the number of trips to be generated by this project.

Commissioner Wolf asked if the residents of Elder Road had previously been made a promise about traffic.

Commissioner Tucker said there had been.

Commissioner Wolf withdrew his motion at this time.

Commissioner Eismann made a motion to recommend approval.

Commissioner Bates seconded the motion.

Commissioner Eismann noted that this is an industrial street; people will not want to go down a dirt road.

Commissioner Tucker said that this is an infill project and that the people of the area should be protected.

Ian Sikonia said that the project will generate 33 average daily trips.

Commissioner Brown said that a single-family residence use generates 9 trips daily. Professional truck drivers will use Church Street.

Stephen Ferrando said that his company already has the business in the commerce park right next to this property. Deliveries use the paved part of Elder and the other paved roads. Truckers in 18-wheelers want paved roads. He indicated that the site was designed to use Church Street. No one will go down the dirt road. He knows that is the pattern there now.

The vote was 5 – 1 in favor of the motion. Commissioner Tucker voted “no.”

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Peninsula at Island Lake Rezone**DEPARTMENT:** Planning and Development **DIVISION:** Planning**AUTHORIZED BY:** Dori DeBord**CONTACT:** Ian Sikonia**EXT:** 7398**MOTION/RECOMMENDATION:**

1. Approve a request and authorize the Chairman to execute an ordinance for a rezone from A-1 (Agriculture) and R-1AA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling) on 10.49 + acres, located 500 feet east of the intersection of Marla Avenue and Adams Street, based on staff findings (Michael Towers, applicant); or
2. Deny the request for a rezone from A-1 (Agriculture) and R-1AA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling) on 10.49 + acres, located 500 feet east of the intersection of Marla Avenue and Adams Street, and authorize the Chairman to execute the Denial Development Order (Michael Towers, applicant); or
3. Continue the item to a time and date certain.

District 4 Carlton D. Henley

Ian Sikonia

BACKGROUND:

The applicant is requesting to rezone 10.49 ± acres, from A-1 (Agriculture) and R-1AA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling), located 500 feet east of the intersection of Marla Avenue and Adams Street. This property was originally rezoned from A-1 (Agriculture) to R-1AA (Single-Family Dwelling) on January 22, 1985. However, the rezoning to R-1AA only included those portions of the property above the flood prone elevation of 85.2 feet due to the drainage issues at that time. The R-1AA (Single-Family Dwelling) requires a minimum lot size of 11,700 sq. ft. The Future Land Use Designation of the subject property is Low Density Residential (LDR), which allows the requested zoning district.

The Seminole County Land Development Code (LDC) provides for the application of the Weighted Method for Determining Single-Family Residential Compatibility in the Low Density Residential Future Land Use designation. Staff conducted the lot size compatibility analysis, per Section 30.1380.3 of the Land Development Code and Policy FLU 2.10 of the Vision 2020 Comprehensive Plan, and determined that the analysis supports the requested rezone to R-1AA.

PLANNING AND ZONING COMMISSION RECOMMENDATION: The Planning and Zoning Commission met on April 2, 2008 and voted 6 to 0 to recommend approval of the request to rezone 10.49 ± acres, from A-1 (Agriculture) and R-1AA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling), located 500 feet east of the intersection of Marla Avenue and Adams Street, based on staff findings.

STAFF RECOMMENDATION:

Staff recommends the Board approve the request for a rezone from A-1 (Agriculture) and R-1AA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling) on 10.49 ± acres, located 500 feet east of the intersection of Marla Avenue and Adams Street.

ATTACHMENTS:

1. Staff Report
2. Location Map
3. Future Land Use and Zoning Map
4. Aerial Map
5. School Capacity Report
6. Ordinance
7. 4-2-08 Planning Commission Minutes
8. Denial Development Order

Additionally Reviewed By:

County Attorney Review (David Shields)

Peninsula at Island Lake Rezone

Rezone from A-1 and R-1AA to R-1AA

APPLICANT	Michael Towers	
PROPERTY OWNER	Oakwood Construction and Development, LLC	
REQUEST	Rezone from A-1 (Agriculture) and R-1AA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling)	
PROPERTY SIZE	10.49 ± acres	
HEARING DATE (S)	P&Z: April 2, 2008	BCC: May 20, 2008
PARCEL ID	01-21-29-300-005B-0000	
LOCATION	Located 500 feet east of the intersection of Marla Avenue and Adams Street.	
FUTURE LAND USE	LDR (Low Density Residential)	
ZONING	A-1 (Agriculture) and R-1AA (Single-Family Dwelling)	
FILE NUMBER	Z2007-84	
COMMISSION DISTRICT	#4 – Henley	

Proposed Development:

The applicant is proposing to construct single-family residences.

ANALYSIS OVERVIEW:

ZONING REQUEST

The applicant is requesting to rezone 10.49 ± acres, located 500 feet east of the intersection of Marla Avenue and Adams Street, from A-1 (Agriculture) and R-1AA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling). R-1AA (Single-Family Dwelling) requires a minimum lot size of 11,700 sq. ft. The Future Land Use Designation of the subject property is Low Density Residential (LDR), which allows the requested zoning district.

The following table depicts the minimum regulations for the current zoning district of A-1 (Agriculture) and R-1AA (Single-Family Dwelling) the requested zoning district of R-1AA (Single-Family).

DISTRICT REGULATIONS	Existing Zoning (R-1AA)	Existing Zoning (A-1)	Proposed Zoning (R-1AA)
Minimum Lot Size	11,700 square feet	43,560 square feet	11,700 square feet
Minimum House Size	1,300 square feet	N/A	1,300 square feet
Minimum Width at Building Line	90 feet	150 feet	90 feet
Front Yard Setback	25 feet	50 feet	25 feet
Side Yard Setback	10 feet	10 feet	10 feet
(Street) Side Yard Setback	25 feet	50 feet	25 feet
Rear Yard Setback	30 feet	30 feet	30 feet
Maximum Building Height	35 feet	35 feet	35 feet

COMPATIBILITY WITH SURROUNDING PROPERTIES:

The Land Development Code provides for the application of the Weighted Method for determining single-family residential compatibility within the LDR Future Land Use designation. Staff conducted the lot size compatibility analysis, per Section 30.1380.3 of the Land Development Code and Policy FLU 2.10 of the Vision 2020 Comprehensive Plan, and determined that the analysis does support the requested rezone to R-1AA.

The calculations assign differing weights to the surrounding zoning districts according to permitted development intensities within those districts. For example, the R-1AA district requires a minimum lot size of 11,700 square feet, so its weight factor is 7, while A-1 requires one-acre lots and has a weight factor of 4 in final development form.

Weighting factors, together with the acreage of parcels within a 660-foot radius of the subject property, determine the “compatible” zoning for the subject property. After running the lot size compatibility analysis for the proposed 10.49 ± acre rezone request to R-1AA, the results from the analysis indicated a weight of 6.98, which is consistent with the R-1AA zoning district.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS:

Floodplain Impacts:

Based on FIRM map 12117C0155F, with an effective date of September 28, 2007, there appears to be 10.49 ± acres of floodplains (100%) on the subject property.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

Utilities:

The site is located in the Altamonte Springs utility service area, and will be required to connect to public water utilities. There is a 6-inch water main approximately 360 feet south, on the west side of Suniland Ave. There is no sanitary sewer available, so septic tanks will be necessary.

Transportation / Traffic:

The property is adjacent to Suniland Avenue and Adams Street which are classified as local residential roads. Suniland Avenue is not currently programmed to be improved according to the County 5-year Capital Improvement Program.

School Impacts:

The Seminole County Public School District has prepared an analysis which is included as an attachment to this report.

Drainage:

The proposed project is located within the Soldiers Creek Drainage Basin, and has limited downstream capacity. The site will have to be designed to hold the pre / post volumetric difference for the 100-year, 24-hour storm event.

Parks, Recreation and Open Space:

The applicant is required to provide at a minimum 25% of the site in open space, per Section 30.1344 (Open Space Ratios and Design Guidelines) of the Seminole County LDC.

Buffers and Sidewalks:

This is a proposed residential project adjacent to both residential and the LDR Future Land Use Designation, no exterior buffers are required.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS:

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS:

The subject property is not located within any special districts.

COMPREHENSIVE PLAN (VISION 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

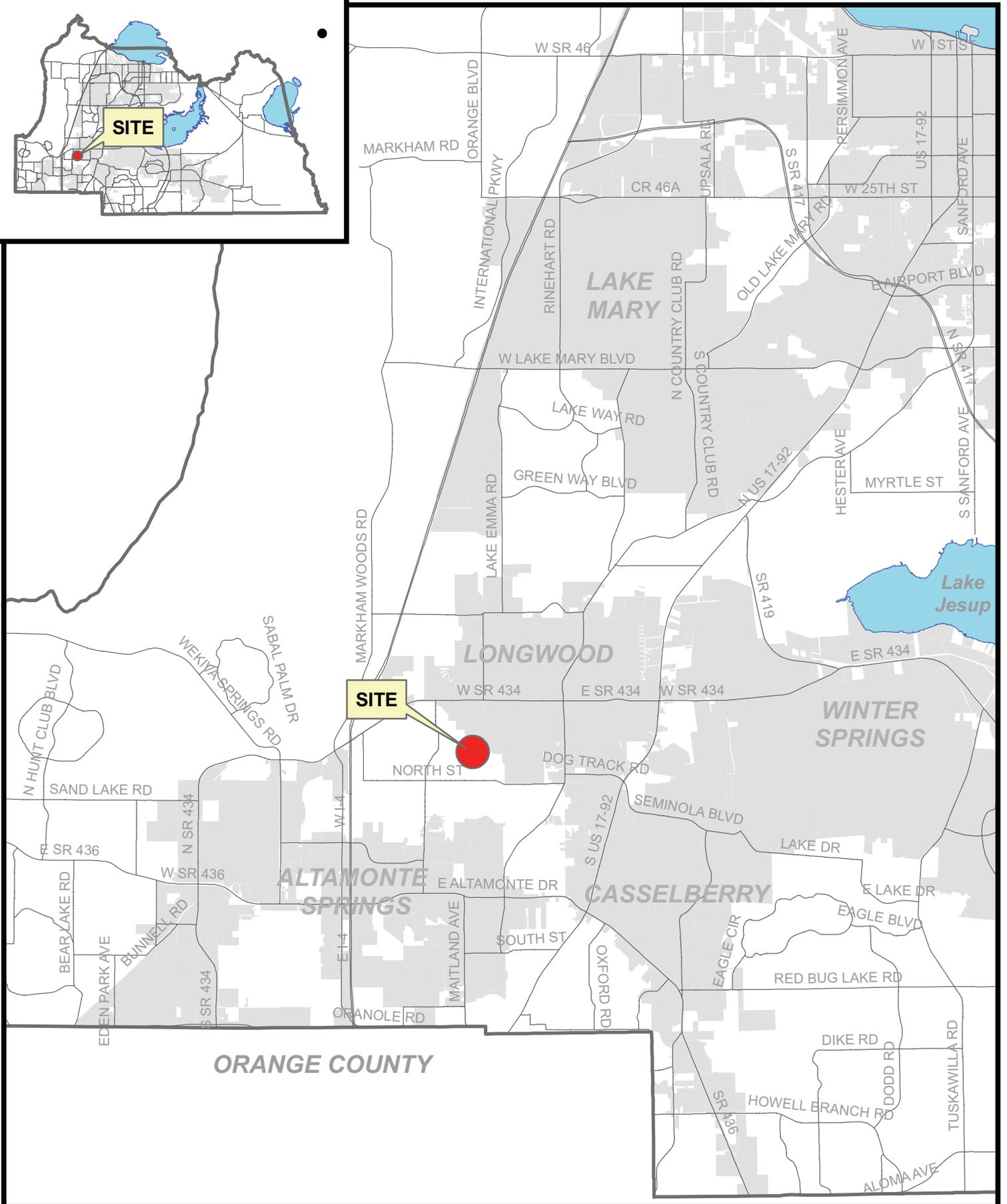
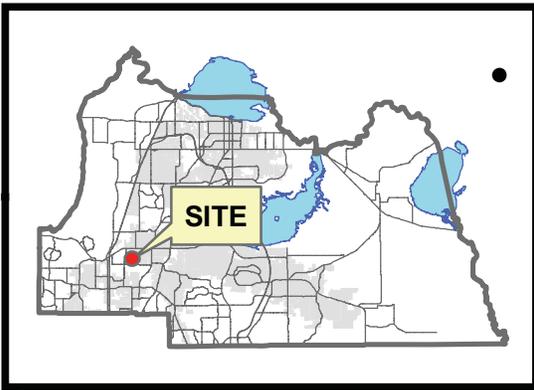
Policy FLU 2.5: Transitional Land Uses
Policy FLU 12.4: Relationship of Land Use to Zoning Classifications
Policy FLU 12.5: Evaluation Criteria of Property Rights Assertions
Policy POT 4.5: Potable Water Connection
Policy SAN 4.4: Sanitary Sewer Connection
Policy PUB 2.1: Public Safety Level-of-Service

INTERGOVERNMENTAL NOTIFICATION:

Intergovernmental notices were not sent to any municipalities; the subject property is not within or directly adjacent to any local municipality. An intergovernmental notice was sent to the Seminole County School Board on February 4, 2008.

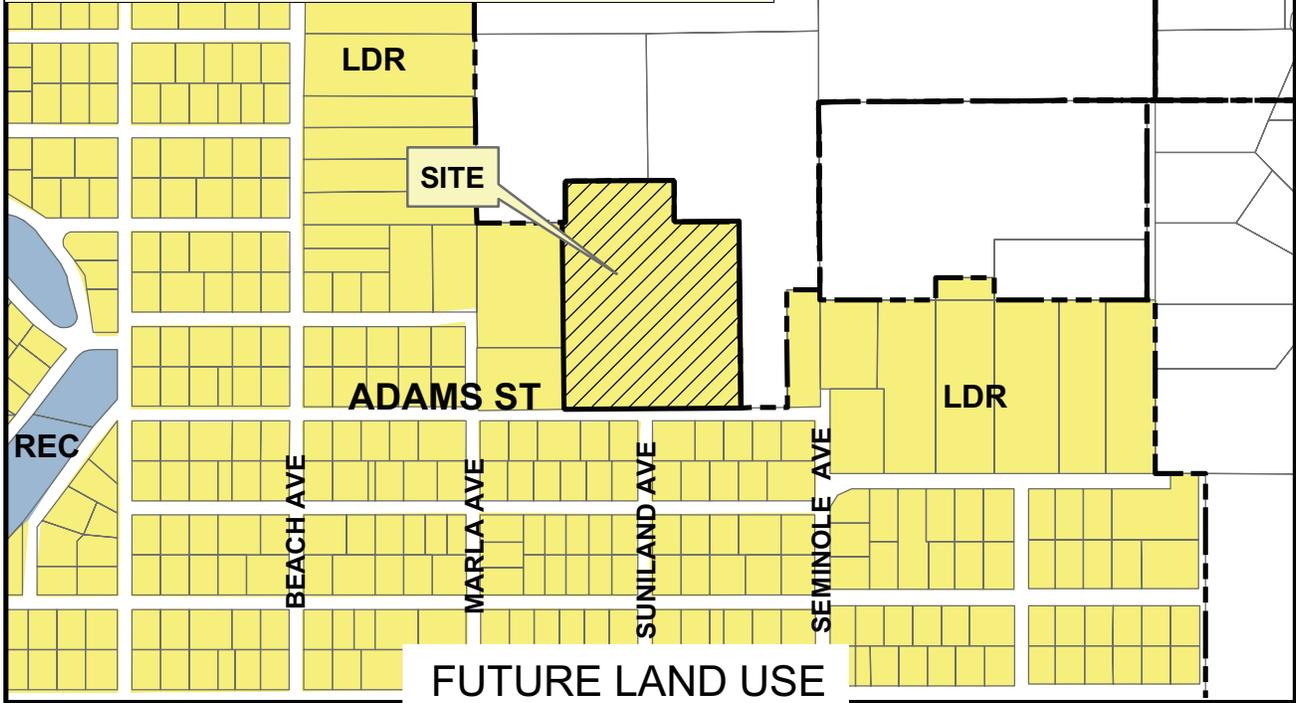
LETTERS OF SUPPORT OR OPPOSITION:

At this time, Staff has not received any letters of support or opposition.



The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.

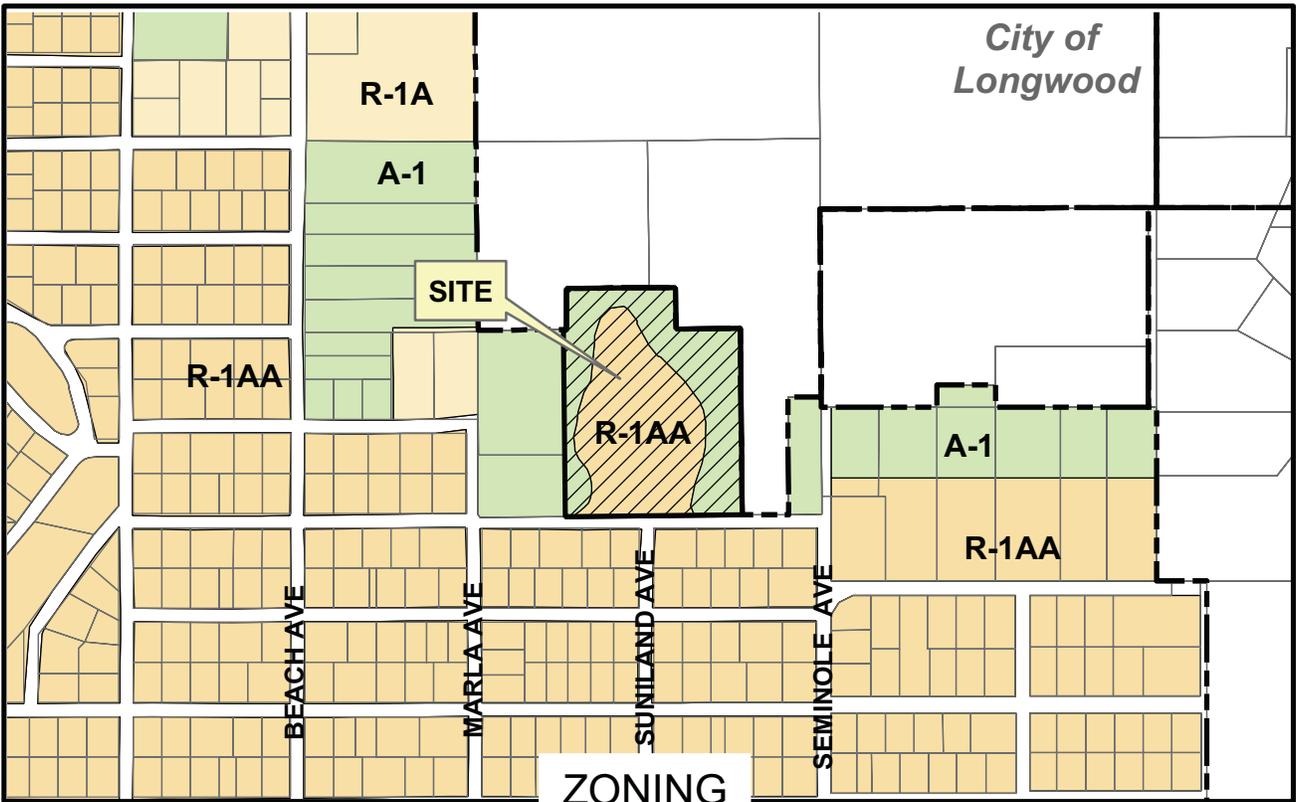
City of Longwood



LDR
 REC
 Site
 CONS
 Municipality

Applicant: Michael Towers
 Physical STR: 01-21-29-300-005B-0000
 Gross Acres: 10.49 +/- BCC District: 5
 Existing Use: vacant land
 Special Notes: _____

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2007-084	R-1AA/A-1	R-1AA



A-1
 R-1AA
 R-1AAA
 FP-1
 W-1



SITE

BEACH AVE

MARLA AVE

SUNILAND AVE

SEMINOLE AVE

ADAMS ST

Rezone No: Z2007-084
From: R-1AA/A-1 To: R-1AA

 Parcel

 Subject Property



Winter 2006 Color Aerials



Seminole County Public Schools School Impact Analysis School Capacity Determination

To: Seminole County Board of County Commissioners

From: George Kosmac, Deputy Superintendent, Seminole County Public Schools

Date: February 6, 2008

RE: **Peninsula at Island Lake Rezone**

Seminole County Public Schools (SCPS), in reviewing the above future rezone request, has determined that if approved, the new zoning designation/PUD amendment may have the effect of increasing residential density, and as a result generate additional school age children.

Description – The parcel located on 500 feet east of the intersection of Adams Street and Marla Avenue in unincorporated Seminole County. The applicant is proposing to extend the R-1AA zoning to include the entire property and to propose a single family subdivision consisting of 13 units. Parcel ID #:01-21-29-300-005B-0000.

Based on information received from Seminole County Planning and from the staff report for the request, SCPS staff has summarized the potential school enrollment impacts in the following table:

Type	Concurrency Service Area	Enrollment	Capacity	Students Generated by Project	Programmed 3 Year Additions	Reserved Capacity	Remaining Capacity
Elementary	E-7	2194	2306	3	498	0	607
Middle	M-2	5037	5419	2	0	0	380
High	H-2	5388	5407	2	0	0	17

Comments:

The students generated at the three CSA levels would at this point be able to be accommodated without exceeding the adopted levels of service (LOS) for each school type. The planned expansions/additions in the current five-year capital plan would provide additional student capacity to relieve the affected schools.

Review and evaluations performed on proposed future land use changes and rezones do not guarantee that the developments subject to this declaration are exempt from the school concurrency requirement, which is effective as of January 1, 2008. Any newly platted developments and any subsequent approvals may affect the provision of concurrent school facilities at the point of final subdivision approval, including the potential of not meeting statutory concurrency requirements based on future conditions.

Terms and Definitions:

Capacity: The number of students that can be satisfactorily accommodated in a room at any given time and which, is typically a lesser percentage of the total number of student stations. That percentage factor is typically referred to as the "Utilization Factor". The capacity of a campus is therefore determined by multiplying the total number of student stations by the utilization factor (percentage). NOTE: Capacity is **ONLY** a measure of space, not of enrollment.

Class Size Reduction (CSR): Article IX of the Florida Constitution requires the legislature to "make adequate provision" to ensure that by the beginning of the 2010 school year, there will be a sufficient number of classrooms for a public school in core related curricula so that:

- i) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students;
- ii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and
- iii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students

Concurrency Service Area (CSA): A geographic unit promulgated by the School Board and adopted by local governments within which the level of service is measured when an application for residential development is reviewed for school concurrency purposes.

Florida Inventory of School Houses (FISH): The numbering and data collection system developed and assigned through the Department of Education for land parcels, buildings, and rooms in public educational facilities. Based upon district data entry, FISH generates the student station counts and report data for school spaces throughout the districts and the State.

Full Time Equivalent (FTE): A calculation of student enrollment conducted by The Florida Department of Education (FDOE) authorized under Section 1011.62, Florida Statutes to determine a maximum total weighted full-time equivalent student enrollment for each public school district for the K-12 Florida Educational Funding Program (FEFP).

Level of Service Standard (LOS): A standard or condition established to measure utilization within a concurrency service area. Current Level of Service is determined by the sum of the FTE student count at the same type of schools within a concurrency service area, divided by the sum of the permanent FISH capacity of the same type of schools within a concurrency service area. Projected or future Level of Service is determined by the sum of the projected COFTE enrollments at the same type of schools within a concurrency service area, divided by the sum of the planned permanent FISH capacity of the same type of schools within a concurrency service area."

Projected Number of Additional Students: is determined by applying the current SCPS student generation rate (calculated by using US Census data analysis) to the number and type of units proposed. The number of units is determined using information provided by the County and/or from the applicant's request. If no actual unit count is provided the unit count is then estimated based on the maximum allowable density under the existing/proposed future land use designation.

Reserved Capacity: School capacity that is assigned to a proposed project once it has received a final development approval for the project's development application.

School Size: For planning purposes, each public school district must determine the maximum size of future elementary, middle and high schools. Existing school size is determined solely through FISH data. Seminole County Public Schools has established the sizes of future schools (with the exception of special centers and magnet schools) as follows:

- i) Elementary: 780 student stations
- ii) Middle: 1500 student stations
- iii) High: 2,800 student stations

Students Resulting from Recently Approved Developments is the sum of students generated from residential developments receiving plats or final approved site plans since the January 1, 2008 implantation date for school concurrency. Student enrollment changes due to existing housing are excluded from these totals.

Student Stations: The actual number or count of spaces contained within a room that can physically accommodate a student. By State Board Rule, the student station count is developed at the individual room level. Prior to Class Size Reduction (CSR), the number of student stations assigned to a room was dependent upon the room size and the particular the instructional program assigned to the room. This is no longer the case for core curricula spaces (see e. below). The total number of student stations at a campus is determined by the cumulative student station count total of the rooms at the campus that are assigned student station counts.

Utilization: A State Board Rule prescribed percentage of student stations that a room (and proportionately, a school and school district) can satisfactorily accommodate at any given time. From a school/campus analysis perspective, "utilization" is determined as the percentage of school enrollment to capacity. Current DOE established K-12 utilization factors are as follows:

Elementary 100%, Middle 90%, High 95%

ORDINANCE NO.

SEMINOLE COUNTY, FLORIDA
Z2007-84

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) AND THE R-1AA (SINGLE-FAMILY DWELLING) THE R-1AA (SINGLE-FAMILY DWELLING) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled "Peninsula at Island Lake Rezone."

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from A-1 (Agriculture) and R-1AA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling):

SEE ATTACHED EXHIBIT A

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon filing a copy of this Ordinance with the Florida Department of State by the Clerk of the Board of County Commissioners.

ENACTED this 20th day of May 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Brenda Carey
Chairman

EXHIBIT A
LEGAL DESCRIPTION

The east $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ and the west 310 feet of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ and the beginning of the northeast corner of the southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$, run east 100 feet, north 150 feet, west 400 feet, south 150 feet, east 300 feet to the beginning, Section 1, Township 21 south, range 29 east, Seminole County, Florida.

**MINUTES OF THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION**

WEDNESDAY, APRIL 2, 2008

Members present: Matthew Brown, Ben Tucker, Dudley Bates, Walt Eismann, Rob Wolf, and Kim Day.

Member absent: Melanie Chase

Staff present: Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; David Shields, Assistant County Attorney; Ian Sikonia, Senior Planner; Alan Willis, Planner; Austin Watkins, Senior Planner; Larry Poliner, Development Review Manager; Candace Lindlaw-Hudson, Clerk to the Commission.

Peninsula At Island Lake Rezone; Michael Towers, applicant; 10.49 ± acres; Rezone from R-1AA (Single Family Dwelling District) and A-1 (Agriculture) to R-1AA (Single-Family Dwelling District); located 500 feet east of the intersection of Marla Avenue and Adams Street. (Z2007-84)

Commissioner Henley – District 4
Ian Sikonia, Senior Planner

Ian Sikonia stated that part of the subject property had been rezoned to the R-1AA (Single-Family Dwelling District) in 1985, with a minimum lot size of 11,700 square feet. A lot-size compatibility analysis has been performed on this rezone request which supports the R-1AA zoning district. Staff recommendation is for approval of the request for a rezone from R-1AA (Single-Family Dwelling District) and A-1 (Agriculture) to R-1AA (Single-Family Dwelling District).

Mike Tower stated that the site plan shows 12 lots which will be on Altamonte Springs water and use septic tank systems.

No one spoke from the audience.

Commissioner Bates made a motion to recommend approval of the request for a rezone from R-1AA (Single Family Dwelling District) and A-1 (Agriculture) to R-1AA (Single-Family Dwelling District).

Commissioner Wolf seconded the motion.

The motion passed 6 – 0.

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On May 20, 2008, Seminole County issued this Denial Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

Property Owner(s): Oakwood Construction and Development, LLC

Project Name: Peninsula at Island Lake Rezone

Requested Development Approval: The applicant is requesting a rezone from A-1 (Agriculture) and R-1AA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling) on 10.49 ± acres, located 500 feet east of the intersection of Marla Avenue and Adams Street.

The Board of County Commissioners has determined that the rezone request from A-1 (Agriculture) and R-1AA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling) is not compatible with the surrounding area to the south and could not be supported.

After fully considering staff analysis titled "Peninsula at Island Lake Rezone" and all evidence submitted at the public hearing on May 20, 2008, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested rezone from A-1 (Agriculture) and R-1AA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling) should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

The aforementioned application for development approval is **DENIED**.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Brenda Carey, Chairman

EXHIBIT "A"

The east $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ and the west 310 feet of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ and the beginning of the northeast corner of the southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$, run east 100 feet, north 150 feet, west 400 feet, south 150 feet, east 300 feet to the beginning, Section 1, Township 21 south, range 29 east, Seminole County, Florida.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Right-of-way Vacate of a portion of 6th Street and Avenue C**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 the Resolution to vacate and abandon that portion of the unimproved public right-of-way known as 6th Street as shown on the plats of Allen's First Addition to Washington Heights, as recorded in Plat Book 3, Page 23, and Off Broadway Industrial Park, as recorded in Plat Book 63, Pages 67 and 68, and that portion of Avenue C, lying south of and contiguous to Lots 10 and 11, Block C, Allen's First Addition to Washington Heights, as recorded in Plat Book 3, Page 23, Public Records of Seminole County, Florida; located south of C R 426, Oviedo, Florida, in Section 11, Township 21 S, Range 31 E, as requested by applicant, Stillwaters Properties of Central Fla.; subject to the following condition:

a) Dedication of a utility easement agreement with the City of Oviedo over the existing utilities prior to recording of the resolution.

2. Deny the request to vacate and abandon that portion of the unimproved public right-of-way known as 6th Street as shown on the plats of Allen's First Addition to Washington Heights, as recorded in Plat Book 3, Page 23, and Off Broadway Industrial Park, as recorded in Plat Book 63, Pages 67 and 68, and that portion of Avenue C, lying south of and contiguous to Lots 10 and 11, Block C, Allen's First Addition to Washington Heights, as recorded in Plat Book 3, Page 23, Public Records of Seminole County, Florida; located south of C R 426, Oviedo, Florida, in Section 11, Township 21 S, Range 31 E, as requested by applicant Stillwaters Properties of Central FLA.,.

3. Continue the public hearing until a time and date certain.

District 2 Michael McLean

Cynthia Sweet

BACKGROUND:

Jack Reynolds, representative for the applicant, Stillwaters Properties of Central Fla., is requesting to vacate and abandon a portion of 6th Street lying between Allen's First Addition to Washington Heights, as recorded in Plat Book 3, Page 23, and Off Broadway Industrial Park, as recorded in Plat Book 63, Pages 67 and 68, and all of Avenue C, a 20 foot right-of-way as shown on the plat of Allen's First Addition to Washington Heights, recorded in Plat Book 3, Page 23, all recorded in the Public Records of Seminole County, Florida. The vacated area contains 48,202 square feet, more or less, located approximately 56.00 feet south of the intersection of 6th Street and west of Kennedy Point and east of the intersection of 5th Street and Avenue C, in Section 11, Township 21 S, Range 31 E; Oviedo, Florida.

The applicant wishes to vacate these rights-of-way for a future commercial industrial development. Vacation and abandonment of these rights-of-way are necessary in order for the applicant to achieve the development as proposed.

The plat of Allen's First Addition to Washington Heights is an old plat recorded in 1923 and when it was surveyed apparently an excess of land in the ¼ section was either inadvertently left out or was not included in the survey so the excess land was placed in the right-of-way of 6th Street. This excess land was not picked up and contained in the adjacent plat of Off Broadway Industrial Park. The excess land is located from the eastern line of the lots in the Allen's First Addition to Washington Heights plat on the west side of 6th Street east, to the west lot lines of the Off Broadway Industrial Park plat. The applicant is asking to vacate all of the platted right-of-way and including this remnant piece of land placed in the right-of-way of 6th Street and the unimproved section of Avenue C. Staff has no objections to vacate and abandon all portions of the rights-of-ways as requested by the applicant subject to the applicant dedicating a utility easement agreement with the City of Oviedo over the existing utilities prior to the recording of the resolution.

No adjacent properties will be landlocked if the rights-of-way are vacated. The applicant has submitted letters from the utility companies stating no objections and has voluntarily agreed to dedicate to the City of Oviedo a utility easement over the existing utility lines prior to recording of the resolution. This request complies with the requirements and under the authority for vacating a rights-of-way of Chapter 336.02 and 336.10, Florida Statutes.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt and authorize the Chairman to execute the Resolution to vacate and abandon that portion of the unimproved public right-of-way known as 6th Street as shown on the plats of Allen's First Addition to Washington Heights, as recorded in Plat Book 3, Page 23, and Off Broadway Industrial Park, as recorded in Plat Book 63, Pages 67 and 68, and that portion of Avenue C, lying south of and contiguous to Lots 10 and 11, Block C, Allen's First Addition to Washington Heights, as recorded in Plat Book 3, Page 23, Public Records of Seminole County, Florida; located south of C R 426, Oviedo, Florida, in Section 11, Township 21 S, Range 31 E, as requested by applicant, Stillwaters Properties of Central FLA,; subject to the following condition:

a) Dedication of a utility easement agreement with the City of Oviedo over the existing utilities prior to recording of the resolution.

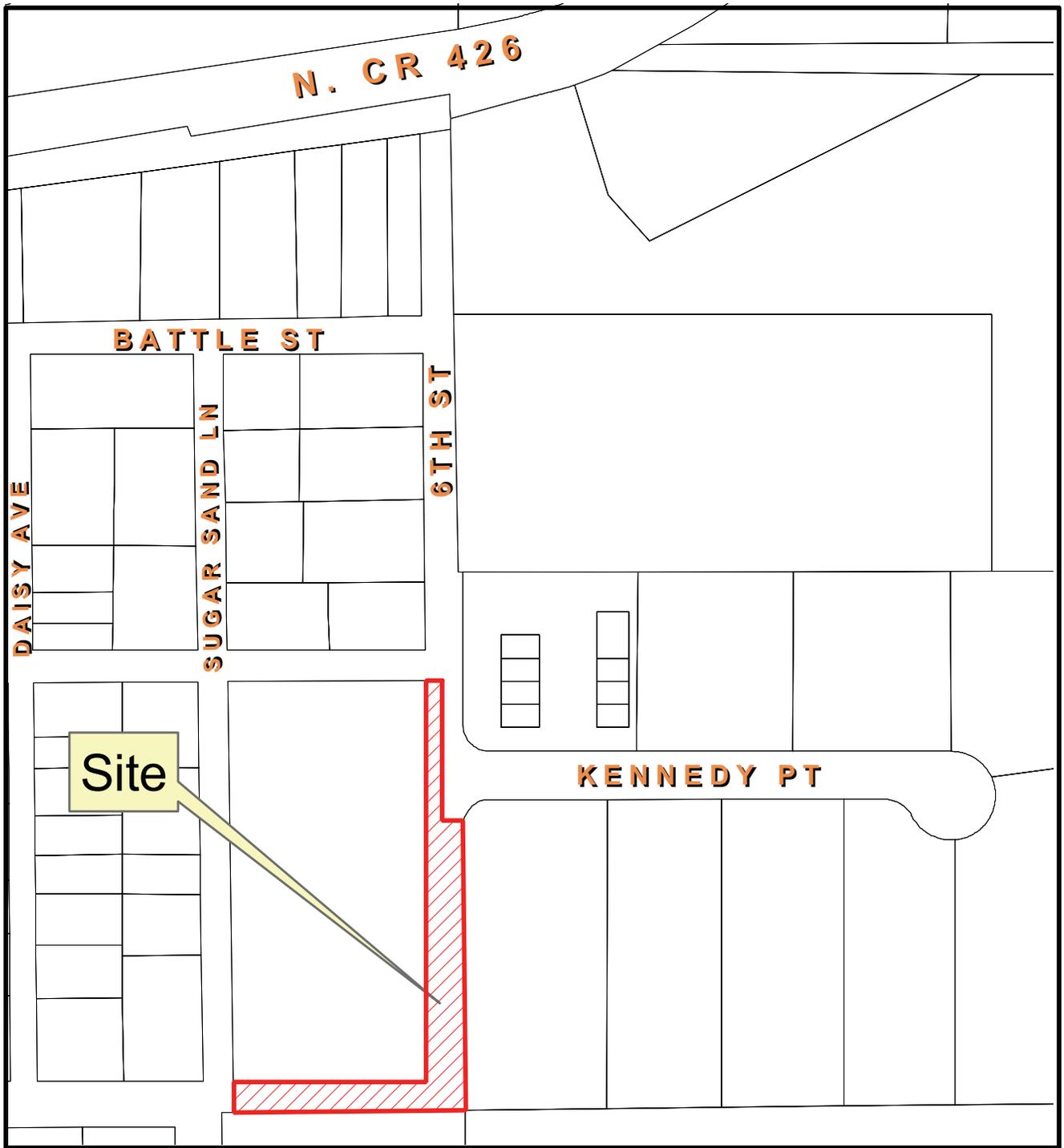
ATTACHMENTS:

1. Location Map
2. Maps and Aerials
3. Maps and Aerials
4. Resolution
5. Sketch of Description
6. Utility Location Plan

7. Adjacent Property Owners Consent Letter
8. City of Oviedo Utility Consent Letter

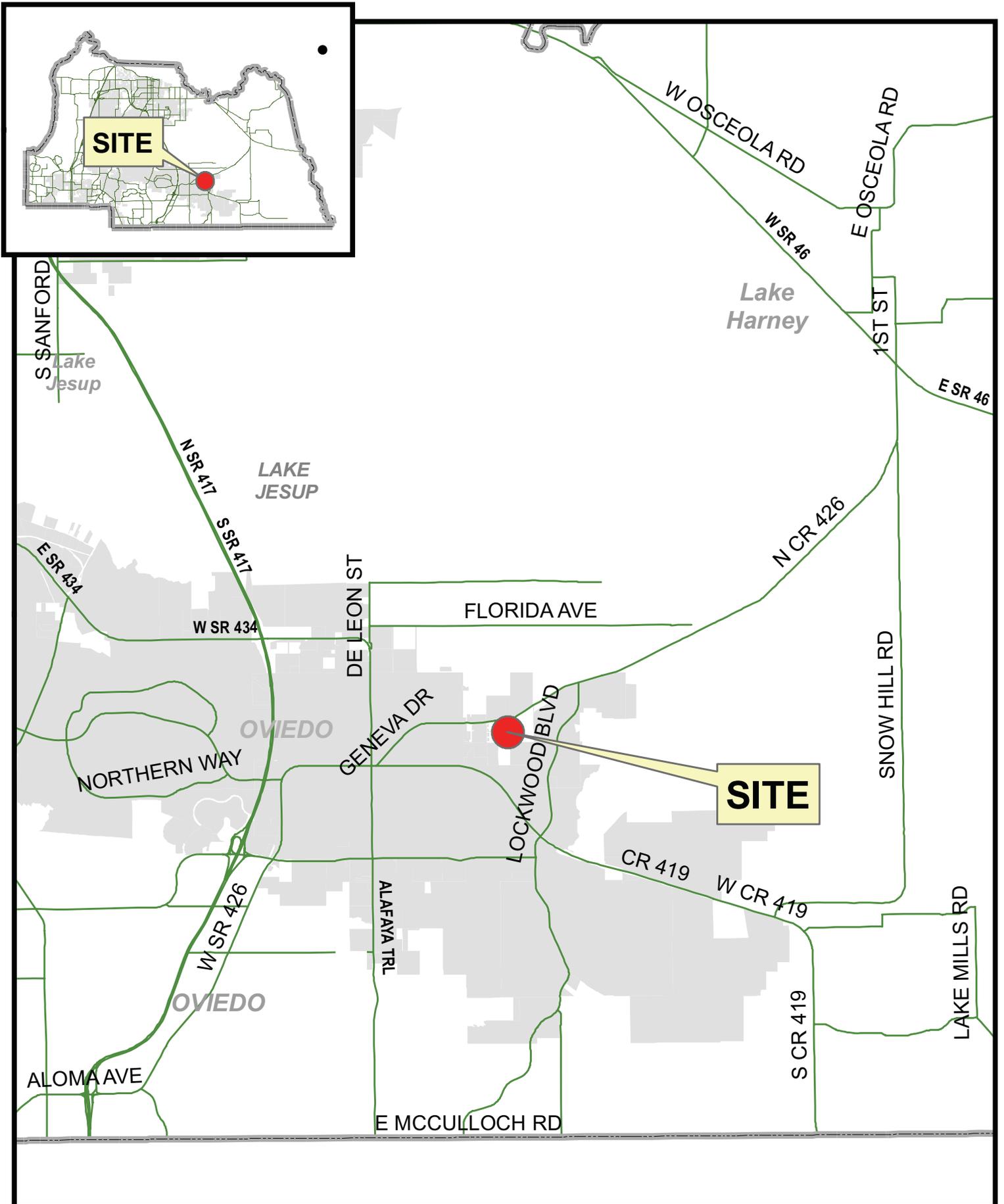
Additionally Reviewed By:

County Attorney Review (David Shields)



Vacate of 6th Street and Avenue C
Right-of-ways





filename: L:/pl/projects/p&z/2006/GIS/staff_report_pkgs/sitemaps_large/Z2006-0**sitemap.mxd ***/06

Vacate of 6th Street and Avenue C Right-of-ways

EXHIBIT B



Vacate of 6th Street
and Avenue C
Right-of-ways

-  Parcel
-  Subject Property



January 2006 Color Aerials

RESOLUTION NO.: 2008-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 20TH DAY OF MAY A.D., 2008.

**RESOLUTION TO VACATE AND ABANDON A
RIGHT-OF-WAY**

Whereas, a Petition was presented on behalf of
STILLWATERS PROPERTIES OF CENTRAL FLA

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described rights-of-ways, to-wit:

THAT PORTION OF 6TH STREET LYING BETWEEN ALLEN'S FIRST ADDITION TO WASHINGTON HEIGHTS, AS RECORDED IN PLAT BOOK 3, PAGE 23, AND OFF BROADWAY INDUSTRIAL PARK, RECORDED IN PLAT BOOK 63, PAGES 67 AND 68, AND THAT PORTION OF AVENUE C, LYING SOUTH OF AND ADJACENT TO LOTS 10 AND 11, BLOCK 10, ALLEN'S FIRST ADDITION TO WASHINGTON HEIGHTS, AS RECORDED IN PLAT BOOK 3, PAGE 23; CONTAINING 48,202 SQUARE FEET, MORE OR LESS. FURTHER DESCRIBED ON THE 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 20th day of May A.D., 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

BY:

MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

BRENDA CAREY
CHAIRMAN

SKETCH OF DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION
(PROPOSE RIGHT OF WAY VACATE)

THAT PORTION OF 6TH STREET LYING BETWEEN ALLEN'S FIRST ADDITION TO WASHINGTON HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 23, AND OFF BROADWAY INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63, PAGES 67 AND 68, AND THAT PORTION OF AVENUE C, LYING SOUTH OF AND CONTIGUOUS TO LOTS 10 AND 11, BLOCK 10, ALLEN'S FIRST ADDITION TO WASHINGTON HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 23, BOTH BEING RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 20, BLOCK 10, ALLEN'S FIRST ADDITION TO WASHINGTON HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 23, IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S00°05'48"W ALONG THE EAST LINE OF LOTS 11 THROUGH 20, BLOCK 10 AND THE WEST RIGHT OF WAY LINE OF 6TH STREET OF SAID ALLEN'S FIRST ADDITION TO WASHINGTON HEIGHTS, A DISTANCE OF 506.71 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 11, BLOCK 10; THENCE N89°35'56"W, ALONG THE SOUTH LINE OF LOTS 10 AND 11, BLOCK 10 AND THE NORTH RIGHT OF WAY LINE OF AVENUE C OF SAID ALLEN'S FIRST ADDITION TO WASHINGTON HEIGHTS, A DISTANCE OF 210.00 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 10, BLOCK 10; THENCE S00°05'59"W, A DISTANCE OF 20.00 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AFORESAID AVENUE C; THENCE S89°35'56"E, ALONG THE SOUTH LINE OF SAID AVENUE C AND IT'S EASTERLY EXTENSION THEREOF, A DISTANCE OF 316.27 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 5, OFF BROADWAY INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63, PAGES 67 AND 68, IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE N00°03'08"E, ALONG THE WEST LINE OF SAID LOT 5 AND THE EAST RIGHT OF WAY LINE OF 6TH STREET, A DISTANCE OF 347.14 FEET; THENCE N89°54'12"W, A DISTANCE OF 66.00 FEET TO A POINT ON A LINE 56.00 FEET WEST OF THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA; THENCE N00°03'08"E, ALONG A LINE 56.00 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, A DISTANCE OF 180.00 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 20, BLOCK 10; THENCE N89°42'54"W, ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 39.86 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 48,202 SQUARE FEET, MORE OR LESS.

THIS SURVEY CERTIFIED TO:
CITY OF OVIEDO
SUPERIOR FENCE AND RAIL

INFORMATION SHOWN HEREON IS BASED ON THE BOUNDARY & TOPOGRAPHIC SURVEY PERFORMED BY BOWYER-SINGLETON & ASSOCIATES, INC., PROJECT #SFR-J1, DATED 7-25-07.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION

LEGAL DESCRIPTION WAS WRITTEN BY THIS SURVEYOR AT CLIENT REQUEST

THIS IS NOT A BOUNDARY SURVEY

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SCALE: 1"=80'
REVIEWED BY: MWS
DRAWN BY: LUG
DATE: 12/20/07
JOB No.: 9810137
REVISED: 4/10/08

LEGEND

- = RECOVERED 4"x4" CONCRETE MONUMENT NO#
- ▲ = RECOVERED NAIL & DISK #
- X = RECOVERED X CUT IN CONCRETE
- ⊙ = RECOVERED 1/2" IRON ROD #
- = RECOVERED 1/2" IRON ROD NO #
- ⊕ = RECOVERED 5/8" IRON ROD NO #
- = SET 1/2" IRON ROD #LB 6300
- = POWER POLE AS SHOWN
- = WOOD FENCE AS SHOWN
- = CHAIN LINK FENCE AS SHOWN
- ▣ = CONCRETE SLAB AS SHOWN

D = CENTRAL ANGLE (DELTA), L = ARC, R = RADIUS, R/W = RIGHT OF WAY, A/C = AIR CONDITIONER, (R) = RADIAL, (NR) = NON-RADIAL, (P) = PLAT, (M) = MEASURED, (C) = CALCULATED, (D) = DEED, POB = POINT OF BEGINNING, CONC. = CONCRETE, POC = POINT OF COMMENCEMENT, POL = POINT ON LINE

THIS SKETCH IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED AND SHALL NOT BE RELIED ON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. UNDERGROUND FOUNDATIONS AND/OR IMPROVEMENTS WERE NOT LOCATED AS PART OF THIS SURVEY. LAND SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAYS AND/OR EASEMENTS OF PUBLIC RECORD.

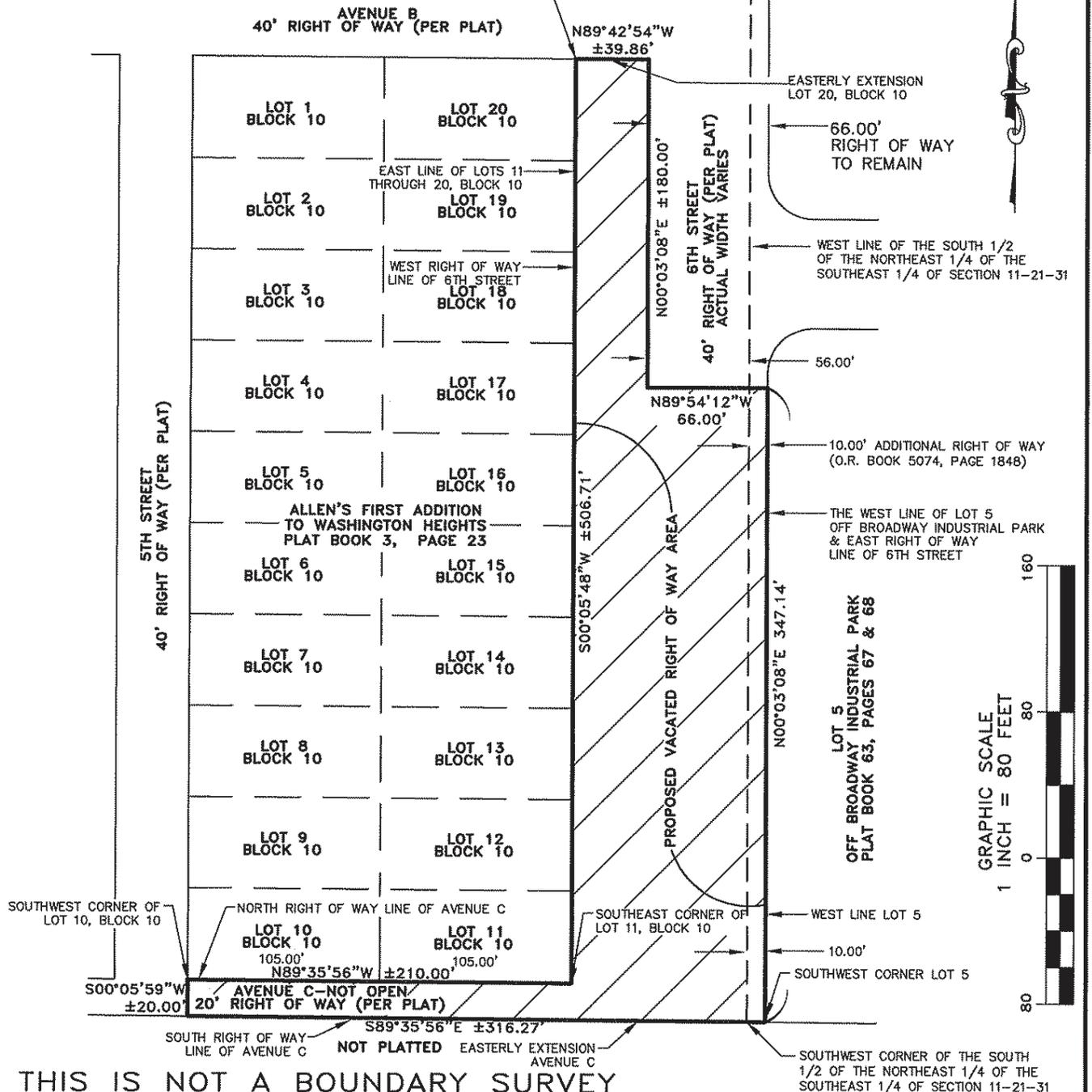
MICHAEL W. SOLITRO, PSM #4458
FOR THE FIRM OF ALTAMONTE SURVEYING
AND PLATTING, INC. #LB 6300

ALTAMONTE SURVEYING AND PLATTING, INC. 435 DOUGLAS AVE. SUITE 1505F
ALTAMONTE SPRINGS, FL 32714
PHONE: (407) 862-7555
FAX: (407) 862-6229

C:\VACAD2000\6THSTREETSKETCH.DWG

POINT OF BEGINNING
THE NORTHEAST CORNER OF LOT 20, BLOCK 10

SKETCH OF DESCRIPTION



THIS IS NOT A BOUNDARY SURVEY

SCALE: 1"=80'
 REVIEWED BY: MWS
 DRAWN BY: LJG
 DATE: 12/20/07
 JOB No.: 9810137
 REVISED: 4/10/08

LEGEND

■	= RECOVERED 4"x4" CONCRETE MONUMENT NO #
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⊖	= RECOVERED 1/2" IRON ROD NO #
⊕	= RECOVERED 5/8" IRON ROD NO #
⊗	= SET 1/2" IRON ROD #B 6300
⊙	= POWER POLE AS SHOWN
⊖	= WOOD FENCE AS SHOWN
⊕	= CHAIN LINK FENCE AS SHOWN
■	= CONCRETE SLAB AS SHOWN

D = CENTRAL ANGLE (DELTA), L = ARC, R = RADIUS,
 R/W = RIGHT OF WAY, A/C = AIR CONDITIONER,
 (R) = RADIAL, (NR) = NON-RADIAL, (P) = PLAT,
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 POB = POINT OF BEGINNING, CONC. = CONCRETE,
 POC = POINT OF COMMENCEMENT, POL = POINT ON
 LINE

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 SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR
 INDIVIDUALS LISTED AND SHALL NOT BE RELIED ON BY
 ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.
 UNDERGROUND FOUNDATIONS AND/OR IMPROVEMENTS
 WERE NOT LOCATED AS PART OF THIS SURVEY. LAND
 SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF
 WAYS AND/OR EASEMENTS OF PUBLIC RECORD.

SEE SHEET 1 FOR LEGAL
 DESCRIPTION

INFORMATION SHOWN HEREON IS
 BASED ON THE BOUNDARY &
 TOPOGRAPHIC SURVEY PERFORMED
 BY BOWYER-SINGLETON &
 ASSOCIATES, INC., PROJECT
 #SFR-J1, DATED 7-25-07.

ALTAMONTE SURVEYING AND PLATTING, INC. 435 DOUGLAS AVE SUITE 100F
 ALTAMONTE SPRINGS, FL 32714
 PHONE: (407) 862-7555
 FAX: (407) 862-6229

C:\ACAD\2000\6THSTREETSKETCH.DWG

Robert G. Martin
John F. Martin
395 Old Mims Road
Geneva, Florida 32732
(407) 257-0652

April 17, 2008

Cynthia Sweet, Seminole County Developmental Review Division
1101 East First Street
Sanford, Florida 32771

RE: Allen's 1st Addition to Washington Heights, 6th Street Vacate, DR #08-00900003

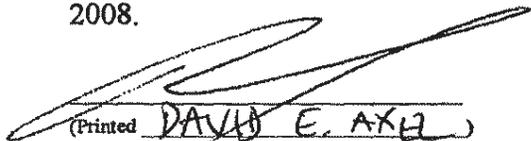
Dear Cynthia:

We are writing this letter to concur with and join in on the above referenced application to vacate portions of 6th Street and Avenue C (aka Harrison Avenue). The application was submitted on behalf of Stillwater Properties of Central, Florida, LLC by Jack Reynolds, presently of JHR Consultant, Inc.

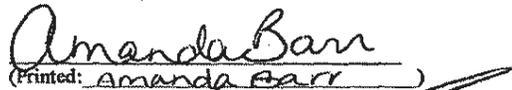
In have reviewed the original application dated February 27, 2008 as well as the Sketch of Description Job No. 9810137 by Altamonte Surveying, Platting, Inc. and have no objections to the vacate.

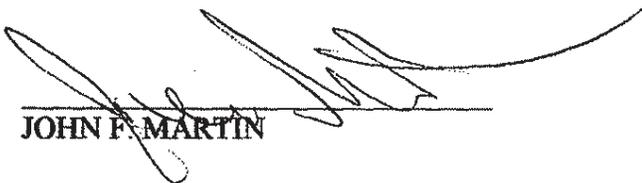
For reference, I am the owner of real property due south of the property subject to the vacate, said property being Seminole County parcels 11-21-31-300-045A-0000, 11-21-31-300-0410-0000 and 14-21-31-300-001B-0000, all of which are presently accessed via Evans Street and which also have frontage on Pineview Avenue.

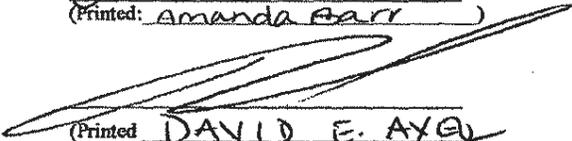
IN WITNESS WHEREOF, this letter is executed by the undersigned this 17 day of April, 2008.


(Printed: DAVID E. AXEL)


ROBERT G. MARTIN


(Printed: Amanda Barr)


JOHN F. MARTIN


(Printed: DAVID E. AXEL)


(Printed: Amanda Barr)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 17 day of April, 2008, by ROBERT G. MARTIN ^{AND JOHN F. MARTIN}. Affiants are personally known by me or produced DRIVERS LICENSE for identification.

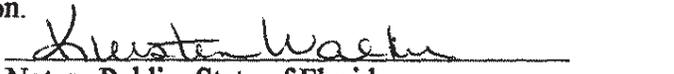

Notary Public, State of Florida
My Commission Expires: October 23, 2011



EXHIBIT G

The City of
Oviedo
FLORIDA



400 ALEXANDRIA BOULEVARD • OVIEDO, FLORIDA 32765

April 18, 2008

Ms. Cynthia Sweet
Seminole County
1101 E. First St
Sanford FL 32771

RE: 6th Street and Harrison Street Partial Vacate/Utility Easement

Dear Ms. Sweet,

The City of Oviedo has a sewer force main that lies within the current ROW portions of the undeveloped and platted Harrison and Sixth Street that a private property owner desires to vacate. Since the ROW on this section of Harrison and Six Street does not lie within the City limits, City of Oviedo Public Works does not have any issues with Seminole County vacating this section of the roads pending the following:

1. A 20 ft exclusive utility easement along the entire length of the sewer force main impacted by the vacation is granted to the City of Oviedo prior to the recording of the ROW vacation and that such recording is dependent upon the City receiving the Utility Easement.
2. The attached City of Oviedo Utility Easement document is used.
3. The Development order between the County and the mentioned properties include the condition that the utility easement and agreement be given to the City Of Oviedo with out cost to the City of Oviedo.

If you have any questions, please feel free to contact me.

Sincerely,

Bobby Wyatt
Assistant Public Works Director

cc. David Axel
file

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Legislative Update

DEPARTMENT: County Manager Office

DIVISION:

AUTHORIZED BY: Cindy Coto

CONTACT: Sabrina O'Bryan

EXT: 7224

MOTION/RECOMMENDATION:

Update on legislative activities.

County-wide

Sabrina O'Bryan

BACKGROUND:

Update on legislative activities.

Additionally Reviewed By: No additional reviews
